

Document prepared by:  
Office of City Attorney  
444 S.W. 2nd Avenue, Suite 945  
Miami, FL 33130-1910

Return Recorded Copy to:  
City of Miami  
Office of Zoning, Attn.: Zoning Administrator  
444 S.W. 2nd Avenue, 2nd Floor  
Miami, FL 33130-1910

Folio Nos: 01-0203-0801010, 01-0203-080-1011, 01-0203-080-1020, 01-0203-080-1040, 01-0203-080-1070, 01-0203-080-1080, 01-0204-000-1010, 01-0204-0001020, 01-0204-000-1030, 01-0204-000-1040, 01-0204-000-1050, 01-0204-000-1060, 01-0204-000-1070, 01-0204-000-1080, 01-0204-000-1090, 01-0204-000-1100, 01-0204-000-1110, 01-0204-000-1120, 01-0204-000-1130, 01-4138-049-0030

Reserved for Recording

**COVENANT IN LIEU OF  
UNITY OF TITLE**

*KNOW ALL MEN BY THESE PRESENT* that the undersigned, CG MIAMI RIVER LLC (hereinafter, the "Owner") hereby makes, declares, and imposes on the land herein described, this Covenant in Lieu of Unity of Title ("Declaration"), and the covenants running with the title to the land contained herein, which shall be binding on the Owner, all heirs, grantees, successors, assigns, personal representatives, and upon all mortgagees, lessees, and all others presently or in the future claiming any interest in the Property, as described below.

*WHEREAS*, the Owner is the owner of that certain property in the City of Miami, Florida, as more particularly described on Exhibit "A," attached hereto and incorporated (the "Property"); and

*NOW, THEREFORE*, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner hereby agrees as follows:

1. Recitals. The above recitals and findings set forth preamble of this Declaration are true and correct and are hereby adopted by reference and incorporated herein as if fully set forth in this Section.

2. Use of Property. The Owner of the Property hereby agrees and declares that (i) for the purpose of this Declaration, the Property shall be considered as one plot and parcel of land, and (ii) so long as this instrument shall remain in effect, any and all conveyances or transfers of all or any portion of the Property by the Owner, its heirs, grantees, successors, assigns, or personal representatives shall be subject to the terms and restrictions of this Declaration as if any such heir, grantee, successor, assign, or personal representative were a party hereto or a signatory hereof.



3. Term of Declaration. The provisions of this Declaration shall become effective upon their recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the (i) then Owner(s) of the Property (or if any portion of the Property has been submitted to the condominium form of ownership, then by the association established to operate the condominium in lieu of all of the owners thereof) AND (ii) the Zoning Administrator and Directors of the Departments of Resilience and Public Works, Planning, and Building of the City of Miami, subject to the approval of the City Attorney as to legal form and correctness, or their respective designees or successors, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.

4. Covenant Running with the Land. This Declaration, once approved for legal form and sufficiency by the City Attorney, and accepted by the City of Miami, or the respective designees, shall run with the land and be binding upon the heirs, grantees, successors, personal representatives and assigns, and upon all owners, future owners, mortgagees, lessees and others presently or in the future having any interest in the Property.

5. Amendments, Modifications, Releases. The provisions of this Declaration may be amended, modified, or released by a written instrument executed by the (i) then Owner(s) of the Property (or if any portion of the Property has been submitted to the condominium form of ownership, then by the association established to operate the condominium in lieu of all of the owners thereof) and (ii) the Zoning Administrator and Directors of the Departments of Resilience and Public Works, Planning, and Building of the City of Miami, subject to the approval of the City Attorney as to legal form and correctness, or their respective designees or successors upon the demonstration and affirmative finding that the Covenant is no longer necessary to preserve and protect the Property for the purposes herein intended. All amendments, modifications, or releases of this Declaration shall be executed in the manner enumerated in this section and shall be recorded in the Public Records of Miami-Dade County, Florida in order for the amendment, modification, or release to be valid and effective.

6. Inspection and Enforcement. It is understood and agreed that any official inspector of the City of Miami may have the right at any time during normal business hours to enter upon the Property for the purpose of investigating the use of the Property and for determining whether the conditions of this Declaration are being complied with. Enforcement of this Declaration shall be by action against the parties to this Declaration or persons violating or attempting to violate any covenants in this Declaration or the then Owner(s) at the time the violation is committed. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The violations may also be enforced by City Code, Chapter 2, Article X, titled Code Enforcement.

7. Severability. Invalidation of any of these covenants by judgment of a court shall not affect any of the other provisions, which shall remain in full force and effect.

Folio No. 01-0203-0801010, 01-0203-080-1011, 01-0203-080-1020, 01-0203-080-1040, 01-0203-080-1070, 01-0203-080-1080, 01-0204-000-1010, 01-0204-0001020, 01-0204-000-1030, 01-0204-000-1040, 01-0204-000-1050, 01-0204-000-1060, 01-0204-000-1070, 01-0204-000-1080, 01-0204-000-1090, 01-0204-000-1100, 01-0204-000-1110, 01-0204-000-1120, 01-0204-000-1130, 01-4138-049-0030



8. Cumulative and Waiver. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedy, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, or privileges as may be available to it.

9. Declaration Binding on Subsequent Owners. In the event of multiple ownership subsequent to the approval of this Declaration, each of the subsequent owners shall be bound by the terms, provisions, and conditions of this Declaration. Further, except for sales to condominium owners, the Owner agrees that it will not convey portions of the subject Property to such other parties unless and until the owners and such parties shall have executed and mutually delivered, in recordable form an instrument to be known as an "easement and operating agreement" which shall include, but is not limited to:

- (i) Easements in the common area of each parcel for ingress to and egress from the other parcels;
- (ii) Easements in the common area of each parcel for the passage and parking of vehicles;
- (iii) Easements in the common area of each parcel for the passage and accommodation of pedestrians;
- (iv) Easements for access roads across the common area of each parcel to public and private roadways;
- (v) Easements for the installation, use, operation, maintenance, repair, replacement, relocation, and removal of utility facilities in appropriate areas in each such parcel;
- (vi) Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;
- (vii) Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement, and removal of common construction improvements such as footing, supports, and foundations;
- (viii) Easements on each parcel for attachment of buildings;
- (ix) Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls, and the like;

Folio No. 01-0203-0801010, 01-0203-080-1011, 01-0203-080-1020, 01-0203-080-1040, 01-0203-080-1070, 01-0203-080-1080, 01-0204-000-1010, 01-0204-000-1020, 01-0204-000-1030, 01-0204-000-1040, 01-0204-000-1050, 01-0204-000-1060, 01-0204-000-1070, 01-0204-000-1080, 01-0204-000-1090, 01-0204-000-1100, 01-0204-000-1110, 01-0204-000-1120, 01-0204-000-1130, 01-4138-049-0030



- (x) Appropriate reservation of rights to grant easements to utility companies;
- (xi) Appropriate reservation of rights to road rights-of-way and curb cuts;
- (xii) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads;
- (xiii) Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas, common facilities, and the like; and

The "Easement and Operating Agreement" shall be recorded by the Applicant/Owner and a copy furnished to the Zoning Administrator and Directors of the Departments of Resilience and Public Works, Planning, and Building of the City of Miami, or their respective designees or successors. These instruments or portions may be waived if approved by each of the directors of Resilience and Public Works, Planning, and Building Departments, as well as the Office of Zoning, or their respective designees, if the provisions are inapplicable to the subject Property. Such provision may be modified or amended by such parties (or the applicable association governing such parties) without approval or joinder by the directors, or their designees, if it will be constructed, conveyed and operated in accordance with an approved site plan.

10. Counterparts/Electronic Signature. This Declaration may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Declaration. The parties shall be entitled to sign and transmit an electronic signature of this Declaration (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Declaration upon request.

11. Recordation. This Declaration will be e-recorded by the City of Miami, at the Owner's expense, in the public records of Miami-Dade County, Florida upon full execution.

**[Signature Page(s) to Follow]**





(Space reserved for Clerk)

**JOINDER BY MORTGAGEE CORPORATION**

The undersigned MSD PCOF Partners XXXIV, LLC, a Delaware limited liability company, under that certain Third Amended and Restated Mortgage, Assignment of Rents and Leases, Collateral Assignment of Property Agreements, Security Agreement and Fixture Filing, as Agent for the benefit of Lenders, dated March 15, 2021, and recorded March 19, 2021, in Official Records Book 32407, Page 4689, Public Records of Miami-Dade County, Florida, covering all/or a portion of the property legally described in Exhibit "A", does hereby acknowledge that the terms of this Declaration of Restrictive Covenants in Lieu of Unity of Title shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 26th day of May, 2021.

**Witnesses:**

Erin Foster  
Signature  
Erin Foster  
Print Name  
Maria Cantela  
Signature  
Maria Cantela  
Print Name

**MSD PCOF Partners XXXIV, LLC**  
[Signature]  
By: \_\_\_\_\_  
Title: Vice President  
Print Name: Kenneth Gerold  
Address: 645 Fifth Avenue, 21st Floor  
New York, NY 10022

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before by means of (✓) physical presence or ( ) online notarization, this 26 day of May 2021 by Kenneth Gerold the Vice President of **MSD PCOF Partners XXXIV, LLC**, a Delaware limited liability company, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_, as identification.

Notary Public-State of New York

[Signature]

Print Name: Marcello Liguori  
My Commission Expires: September 4, 2022  
**MARCELLO LIGUORI**  
Notary Public, State of New York  
No. 02Li6039569  
Qualified in New York County  
Commission Expires September 4, 2022



**CITY OF MIAMI:**

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:

APPROVED:

*Barnaby L. Min* 0/6/0  
\_\_\_\_\_  
VICTORIA MÉNDEZ, ESQ. JMS  
City Attorney  
22-105

*Daniel S. Goldberg*  
\_\_\_\_\_  
DANIEL S. GOLDBERG, ESQ.  
Zoning Administrator

APPROVED:

APPROVED:

*Cesar Garcia-Pons*  
\_\_\_\_\_  
CESAR GARCIA-PONS AICP, LEED, AP  
Director of Planning

*[Signature]*  
\_\_\_\_\_  
ASAEL MARRERO, RA, RID, AIA, ICC  
Director  
Building Department

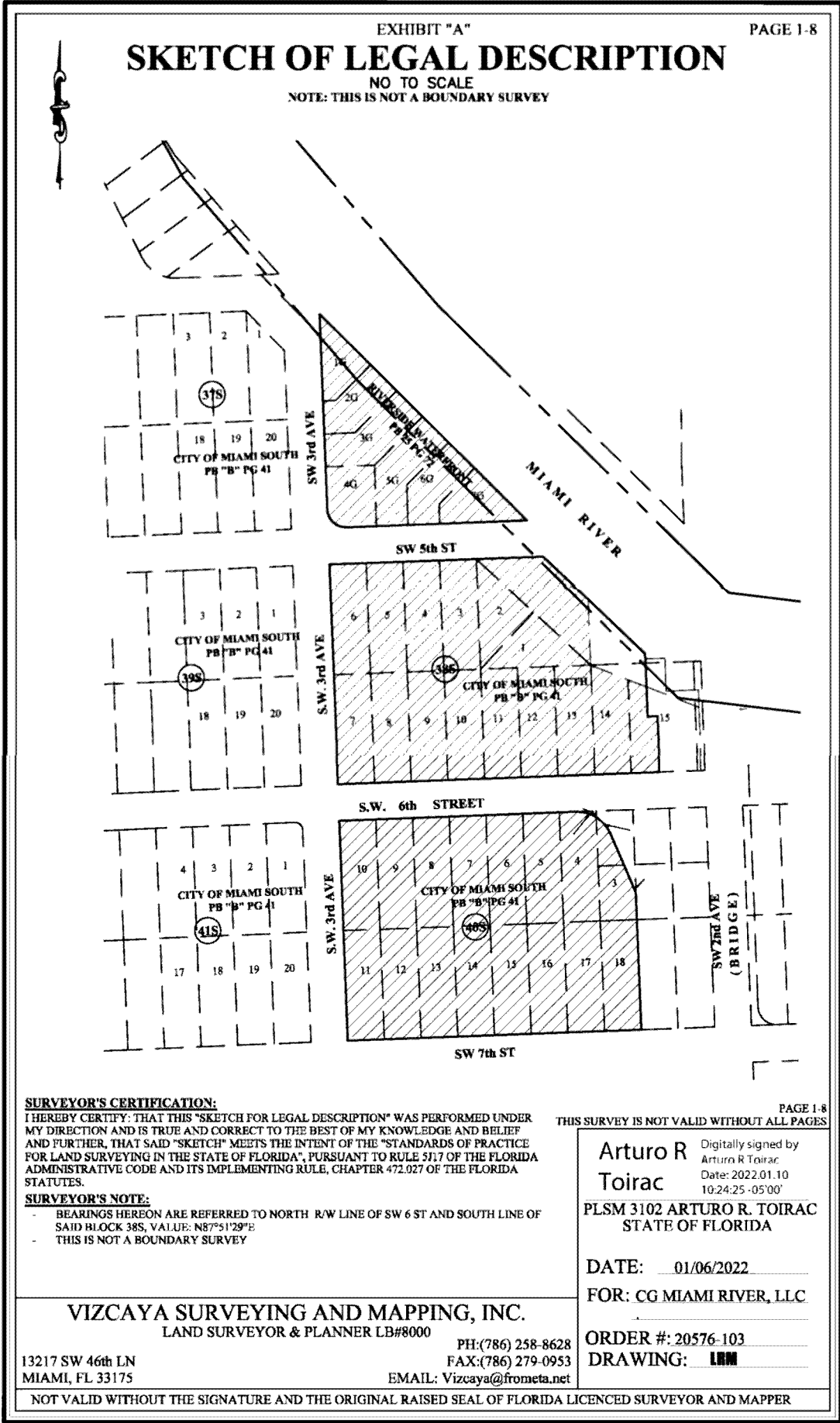
APPROVED:

**Santana,**  
**Juvenal**  
\_\_\_\_\_  
JUVENAL SANTANA, P.E., CFM.  
Director  
Department of Resilience and Public Works

Digitally signed by  
Santana, Juvenal  
Date: 2022.01.13 09:55:26  
-05'00'

Folio No. 01-0203-0801010, 01-0203-080-1011, 01-0203-080-1020, 01-0203-080-1040, 01-0203-080-1070, 01-0203-080-1080, 01-0204-000-1010, 01-0204-0001020, 01-0204-000-1030, 01-0204-000-1040, 01-0204-000-1050, 01-0204-000-1060, 01-0204-000-1070, 01-0204-000-1080, 01-0204-000-1090, 01-0204-000-1100, 01-0204-000-1110, 01-0204-000-1120, 01-0204-000-1130, 01-4138-049-0030







**LEGAL DESCRIPTION:**

LOTS 3 THROUGH 11, INCLUSIVE, BLOCK 38 SOUTH OF CITY OF MIAMI SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", AT PAGE 41, OF PUBLIC RECORD OF MIAMI-DADE COUNTY, FLORIDA.

FOLIO: 01-0203-080-1011  
FOLIO: 01-0203-080-1020  
FOLIO: 01-0203-080-1040

AND

COMMENCING AT THE NORTH CORNER OF LOT 2, BLOCK 38 SOUTH IN THE CITY OF MIAMI, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", AT PAGE 41, OF PUBLIC RECORD OF MIAMI-DADE COUNTY, FLORIDA; RUNNING THENCE EAST ALONG THE SOUTH LINE OF SW 5th ST IN SAID CITY PRODUCED EAST TO ITS INTERSECTION WITH THE LOW WATER LINE OF THE MIAMI RIVER, RUNNING THENCE SOUTHEASTERLY MEANDERING THE LOW WATER LINE OF THE SAID RIVER TO THE POINT WHERE THE EAST LINE OF LOT 13 OF SAID BLOCK 38 SOUTH PRODUCE NORTH INTERSECTS WITH SAID LOW WATER LINE, RUNNING THENCE SOUTH TO THE EAST CORNER OF LOT 1 OF SAID BLOCK 38 SOUTH, RUNNING THENCE NORTHWESTERLY ALONG THE LOT LINES OF SAID LOT 1 AND 2 OF SAID BLOCK 38 SOUTH TO THE POINT OR PLACE OF BEGINNING, ALSO SUBMERGED LAND LYING BETWEEN THE ABOVE DESCRIBED PROPERTY AND THE CHANNEL OF MIAMI RIVER.

AND

LOT 1 & 2 OF BLOCK 38 SOUTH IN THE CITY OF MIAMI, FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", AT PAGE 41, OF PUBLIC RECORD OF MIAMI-DADE COUNTY, FLORIDA.

FOLIO: 01-0203-080-1010

AND

**PARCEL 1:**

LOTS 12, 13, 14 AND 15, IN BLOCK 38 SOUTH, OF MAP OF MIAMI DADE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", AT PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**LESS-OUT LEGAL DESCRIPTION:**

THAT PART OF LOT 15, BLOCK 38 SOUTH, OF MAP OF MIAMI DADE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", AT PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN SECTION 38, TOWNSHIP 54 SOUTH, RANGE 41 EAST. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 38 SOUTH, OF SAID MAP OF MIAMI DADE COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 12 AND ALONG THE SOUTH BOUNDARY OF LOTS 13, 14 AND 15 OF SAID BLOCK 38 SOUTH, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF S.W. 6th STREET NORTH 87°51'41" EAST FOR 188.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°15'42" WEST FOR 76.98 FEET; THENCE SOUTH 87°44'18" WEST FOR 13.34 FEET; THENCE NORTH 02°15'42" WEST FOR 40.40 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 15, THENCE ALONG SAID NORTHERLY BOUNDARY SOUTH 68°39'25" EAST FOR 78.78 FEET TO A POINT ON A LINE LYING 25 FEET WEST OF AND PARALLEL WITH THE CITY OF MIAMI MONUMENT LINE FOR S.W. 2nd AVENUE, ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF S.W. 2nd AVENUE; THENCE ALONG SAID LINE SOUTH 02°16'29" EAST FOR 6.82 FEET; THENCE CONTINUING ALONG SAID LINE SOUTH 02°15'42" EAST FOR 79.84 FEET TO A POINT ON THE AFORESAID SOUTH BOUNDARY OF SAID LOT 15; THENCE ALONG SAID BOUNDARY, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF S.W. 6th STREET, SOUTH 87°51'41" WEST FOR 57.02 FEET TO THE POINT OF BEGINNING.

AND

... CONTINUE ON PAGE 3-8

PAGE 2-8  
THIS SURVEY IS NOT VALID WITHOUT ALL PAGES

SEE PAGE 1-8

DATE: 01/06/2022

FOR: CG MIAMI RIVER, LLC

ORDER #: 20576-103

DRAWING: 1000

NOTE: THIS IS NOT A BOUNDARY SURVEY

**VIZCAYA SURVEYING AND MAPPING, INC.**

LAND SURVEYOR & PLANNER LB#8000

PH:(786) 258-8628

FAX:(786) 279-0953

EMAIL: [Vizcaya@frometa.net](mailto:Vizcaya@frometa.net)

13217 SW 46th LN

MIAMI, FL 33175

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EXHIBIT "A"

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THAT PART OF A PARCEL OF LAND BEING A PORTION OF SECTION 38, TOWNSHIP 54 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 38 SOUTH, OF MAP OF MIAMI-DADE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", AT PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 12 AND ALONG THE SOUTH BOUNDARY OF LOTS 13, 14, AND 15 OF SAID BLOCK 38 SOUTH, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF S.W. 6th STREET, NORTH 87°51'41" EAST FOR 188.15 FEET; THENCE NORTH 02°15'42" WEST FOR 76.98 FEET; THENCE SOUTH 87°44'18" WEST FOR 13.34 FEET; THENCE CONTINUE NORTH 02°15'42" WEST FOR 40.40 FEET TO THE NORTHERLY BOUNDARY OF SAID LOT 15 AND THE POINT OF BEGINNING; THENCE NORTH 02°15'42" WEST FOR 38.29 FEET; THENCE NORTH 87°49'38" EAST FOR 26.61 FEET; THENCE SOUTH 02°10'28" EAST FOR 44.96 FEET; THENCE NORTH 87°50'00" EAST FOR 43.81 FEET TO A POINT ON A LINE LYING 25.0 FEET WEST OF AND PARALLEL WITH THE CITY OF MIAMI MONUMENT LINE FOR S.W. 2nd AVENUE; THENCE ALONG SAID LINE, SOUTH 02°15'29" EAST FOR 23.96 FEET TO A POINT OF THE AFORESAID NORTHERLY BOUNDARY OF LOT 15; THENCE ALONG SAID NORTHERLY BOUNDARY NORTH 68°39'25" WEST FOR 76.78 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PORTION OF SOUTH RIVER DRIVE, OF MAP OF MIAMI, DADE CO. FLA., ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", AT PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING VACATED BY ORDINANCE 688 FROM NOVEMBER 15, 1926, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 38 SOUTH, OF MAP OF MIAMI, DADE CO. FLORIDA; THENCE NORTH 87°51'41" EAST ALONG THE SOUTH BOUNDARY OF SAID LOT 12 AND ALONG THE SOUTH BOUNDARY OF LOTS 13, 14 AND 15 OF SAID BLOCK 38 SOUTH, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF S.W. 6th STREET, NORTH 87°51'41" EAST FOR 188.15 FEET; THENCE NORTH 02°15'42" WEST FOR 76.98 FEET; THENCE SOUTH 87°44'19" WEST FOR 13.34 FEET; THENCE NORTH 02°15'42" WEST 40.40 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF SAID LOT 15 AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02°15'42" WEST FOR 45 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SOUTH RIVER DRIVE; THENCE MEANDER NORTHWESTERLY ALONG SAID NORTH LINE FOR 108 FEET, MORE OR LESS, TO A POINT ON THE NORTHERLY EXTENSION OF THE EAST LINE OF LOT 13, OF SAID BLOCK 38 SOUTH; THENCE SOUTH 02°02'03" EAST ALONG SAID NORTHERLY EXTENSION OF LOT 13, FOR 89 FEET TO THE EAST CORNER OF LOT 1, ALSO BEING THE NORTHEAST CORNER OF LOT 13; THENCE SOUTH 68°39'27" EAST ALONG THE NORTH LINE OF LOTS 14 AND 15 FOR 158.36 FEET TO THE POINT OF BEGINNING.

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FOLIO: 01-0203-080-1080

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EXHIBIT "A"

PAGE 4-8

SEE PAGE 3-8 ....

LOTS 4 THROUGH 18, INCLUSIVE, BLOCK 40 SOUTH OF CITY OF MIAMI SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "B", AT PAGE 41, OF PUBLIC RECORD OF MIAMI-DADE COUNTY, FLORIDA.

AND

A PORTION OF LOT 3, IN BLOCK 40 SOUTH, OF CITY OF MIAMI, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "B", AT PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 3 OF SAID BLOCK 40 SOUTH; THENCE RUN NORTH ALONG THE WEST LINE OF SAID LOT 3 FOR A DISTANCE OF 75 FEET TO A POINT; THENCE RUN EAST PARALLEL WITH THE SOUTH LINE OF SAID LOT 3 FOR 35 FEET, MORE OR LESS, TO THE BACK OF A SIDEWALK AS CONSTRUCTED; THENCE RUN SOUTHEASTERLY ON A LINE WHICH MAKES A DEFLECTION TO THE RIGHT OF 67 DEGREES 30 MINUTES WITH THE LAST DESCRIBED COURSE AND APPROXIMATELY ALONG THE BACK OF THE SIDEWALK FOR 35 FEET, MORE OR LESS, TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 68 FEET AND A CENTRAL ANGLE OF 5 DEGREES 16 MINUTES 02 SECONDS AND APPROXIMATELY ALONG THE BACK OF SAID SIDEWALK FOR 6.25 FEET TO THE EAST LINE OF SAID LOT 3; THENCE RUN SOUTHERLY ALONG THE EAST LINE OF LOT 3 FOR 37.27 FEET TO THE SOUTHEAST CORNER OF LOT 3; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF LOT 3 FOR 50.05 FEET TO THE POINT OF BEGINNING

AND

COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 3, BLOCK 40S, A. L. KNOWLTON MAP OF MIAMI, AS RECORDED IN PLAT BOOK "B", AT PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE RUN SOUTHWARDLY ALONG THE WESTERLY LINE OF SAID LOT 3, FOR A DISTANCE OF NINE AND NINETY-SEVEN HUNDREDTHS (9.97) FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTHWARDLY ALONG THE WESTERLY LINE OF SAID LOT 3, FOR A DISTANCE OF SIXTY-FIVE AND ONE HUNDREDTH (65.01) FEET TO A POINT, SAID POINT BEING SEVENTY-FIVE (75) FEET, MORE OR LESS, NORTHERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 3; THENCE DEFLECTING TO THE LEFT 90°06'05" RUN ALONG A LINE SEVENTY-FIVE (75.00) FEET, MORE OR LESS, NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 3, FOR A DISTANCE OF THIRTY-FIVE AND FIFTY-EIGHT HUNDREDTHS (35.58) FEET TO A POINT; THENCE DEFLECTING TO THE LEFT 111°26'45" RUN NORTHWESTWARDLY FOR A DISTANCE OF FORTY-SIX AND FIFTY-NINE HUNDREDTHS (46.59) FEET TO A POINT OF CURVE; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF FIFTY (50.00) FEET AND A CENTRAL ANGLE OF 31°32'21" FOR A DISTANCE OF TWENTY SEVEN AND FIFTY-TWO HUNDREDTHS (27.52) FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LOT 3, SAID POINT BEING THE POINT OF BEGINNING

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PAGE 4-8  
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SEE PAGE 4-8 ...

LESS:  
COMMENCING AT THE NORTHWESTERLY CORNER OF LOT 4, BLOCK 40S, A. L. KNOWLTON MAP OF MIAMI, AS RECORDED IN PLAT BOOK "B", AT PAGE 41, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THENCE RUN EASTWARDLY ALONG THE NORTHERLY LINE OF SAID LOT 4, FOR A DISTANCE OF TWENTY-TWO AND EIGHT HUNDREDTHS (22.08) FEET TO A POINT OF CURVE, SAID POINT OF CURVE BEING THE POINT OF BEGINNING; THENCE RUN SOUTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF FIFTY (50.00) FEET AND A CENTRAL ANGLE OF 36°49'09" FOR A DISTANCE OF THIRTY-TWO AND THIRTEEN HUNDREDTHS (32.13) FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 4; THENCE RUN NORTHWARDLY ALONG THE EASTERLY LINE OF SAID LOT 4, FOR A DISTANCE OF NINE AND NINETY-SEVEN HUNDREDTHS (9.97) FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 4; THENCE DEFLECTING TO THE LEFT 89°53'06" RUN WESTWARDLY ALONG THE NORTHERLY LINE OF SAID LOT 4, FOR A DISTANCE OF TWENTY-SEVEN AND NINETY-FIVE HUNDREDTHS (27.95) FEET TO THE POINT OF BEGINNING.

- |                                |                                |
|--------------------------------|--------------------------------|
| <u>FOLIO: 01-0204-000-1050</u> | <u>FOLIO: 01-0204-000-1090</u> |
| <u>FOLIO: 01-0204-000-1040</u> | <u>FOLIO: 01-0204-000-1100</u> |
| <u>FOLIO: 01-0204-000-1030</u> | <u>FOLIO: 01-0204-000-1110</u> |
| <u>FOLIO: 01-0204-000-1020</u> | <u>FOLIO: 01-0204-000-1120</u> |
| <u>FOLIO: 01-0204-000-1060</u> | <u>FOLIO: 01-0204-000-1130</u> |
| <u>FOLIO: 01-0204-000-1070</u> | <u>FOLIO: 01-0204-000-1010</u> |
| <u>FOLIO: 01-0204-000-1080</u> |                                |

LOTS 1-G THROUGH 7-G, INCLUSIVE, OF RIVERSIDE WATERFRONT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 25, AT PAGE 72, OF PUBLIC RECORD OF MIAMI-DADE COUNTY, FLORIDA.  
LESS 25 FOOT CORNER RADIUS OF SAID LOT 4-G AS RECORDED ON ORB 30153 PAGE 2699-2702.

FOLIO: 01-4138-049-0030

PAGE 5-8  
THIS SURVEY IS NOT VALID WITHOUT ALL PAGES

SEE PAGE 1-8

DATE: 01/06/2022

FOR: CG MIAMI RIVER, LLC

ORDER #: 20576-103

DRAWING: 1000

NOTE: THIS IS NOT A BOUNDARY SURVEY

**VIZCAYA SURVEYING AND MAPPING, INC.**

LAND SURVEYOR & PLANNER LB#8000

PH:(786) 258-8628

FAX:(786) 279-0953

EMAIL: Vizcaya@frometa.net

13217 SW 46th LN

MIAMI, FL 33175

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF FLORIDA LICENCED SURVEYOR AND MAPPER

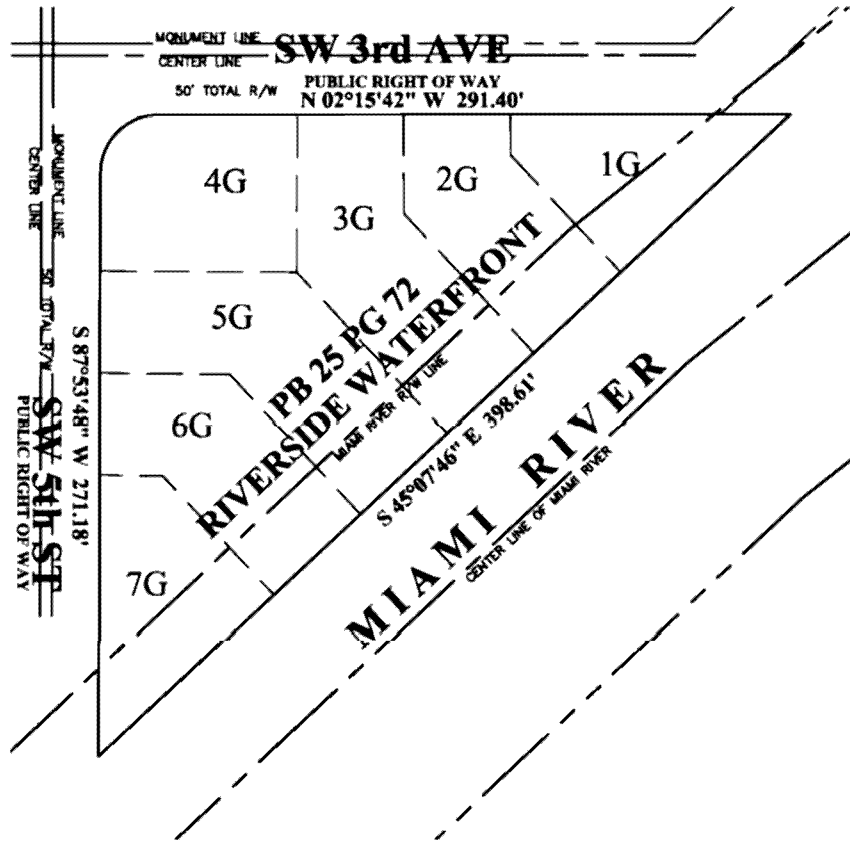


EXHIBIT "A"

PAGE 6-8

# SKETCH OF LEGAL DESCRIPTION

SCALE 1" = 60'



PAGE 1-8  
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NOTE: THIS IS NOT A BOUNDARY SURVEY

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FOR: CG MIAMI RIVER, LLC

ORDER #: 20576-103

DRAWING: LRM

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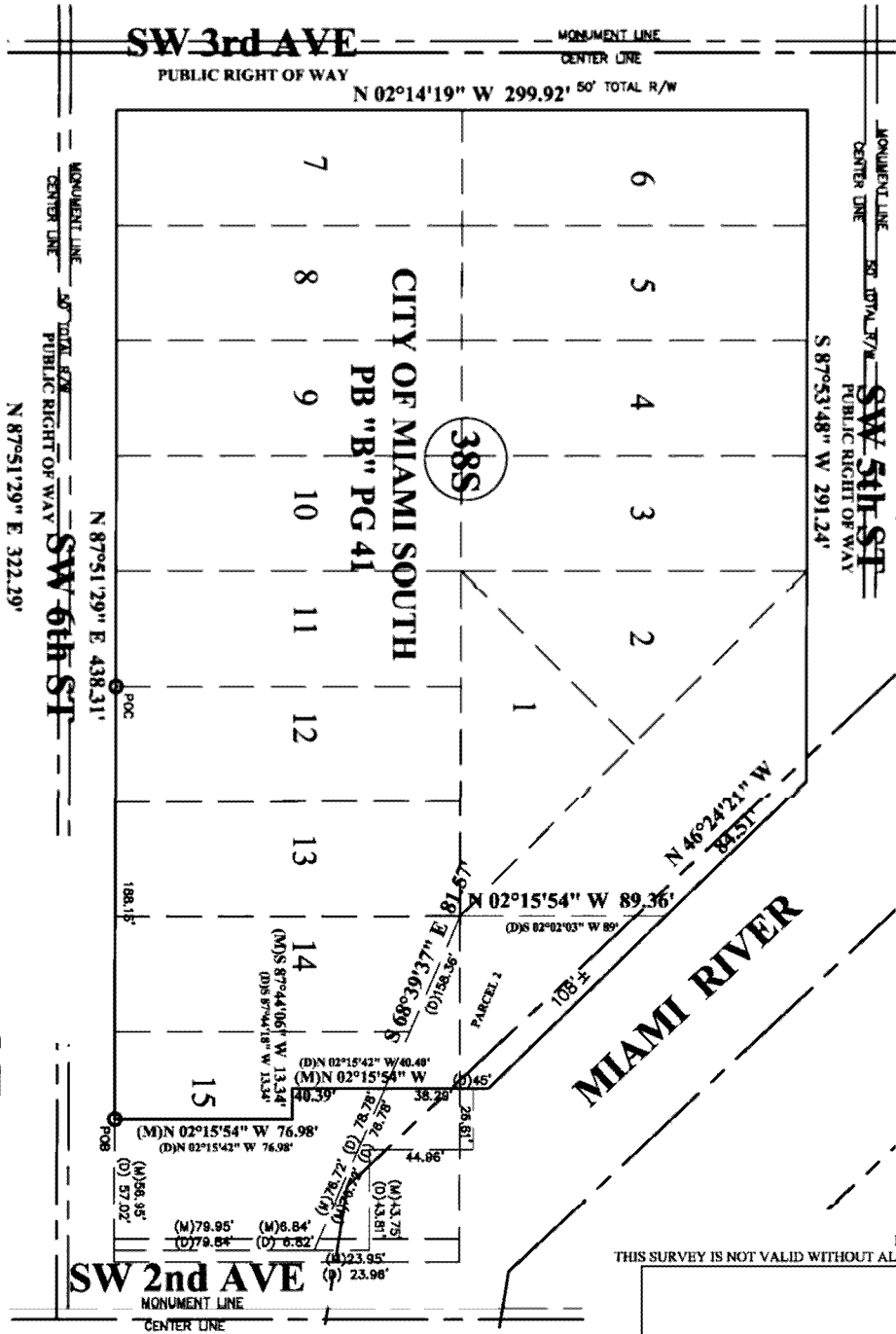


EXHIBIT "A"

PAGE 7-8

# SKETCH OF LEGAL DESCRIPTION

SCALE 1" = 60'



NOTE: THIS IS NOT A BOUNDARY SURVEY

PAGE 1-8  
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DATE: 01/06/2022

FOR: CG MIAMI RIVER, LLC

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DRAWING: **LM**

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