

This instrument prepared by:  
Record and return to:  
Kevin M. Barry, Esquire  
ROSSWAY SWAN TIERNEY BARRY LACEY & OLIVER, P.L.  
Attorneys at Law  
2101 Indian River Boulevard, Suite 200  
Vero Beach, Florida 32960  
Telephone: (772) 231-4440

## ACCESS & UTILITIES EASEMENT

**THIS ACCESS & UTILITIES EASEMENT** is executed on the dates set forth below by and among **STAR SUITES BY RIVERSIDE THEATRE, LLC, a Florida limited liability company**, whose address is 3250 Riverside Park Drive, Vero Beach, Florida 32963 (hereinafter referred to as “**Grantor**”), **DT COMMONS, LLC, a Florida limited liability company**, whose address is 3001 Ocean Drive, Suite 203, Vero Beach, Florida 32963 (hereinafter referred to as “**DT**”), and **INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida**, whose address is 1801 27<sup>th</sup> Street, Building A, Vero Beach, Florida 32960 (hereinafter referred to as “**I.R.C.**”, and collectively with **DT** the “**Grantees**” and each individually a “**Grantee**”). Each of **Grantor, DT** and **I.R.C.** may be referred to herein as a “**Party**” or collectively as the “**Parties.**”

### WITNESSETH:

**WHEREAS, Grantor** is the owner in fee simple of certain property (hereinafter referred to as the “**Roadway Property**”) in Indian River County, Florida, which is legally described as set forth in EXHIBIT “**A**” attached hereto and incorporated herein by reference, Parcel ID No. 32-39-26-00011-0210-00001.4;

**WHEREAS, DT** is the owner in fee simple of certain property (hereinafter referred to as the “**DT Property**”) in Indian River County, Florida, which is legally described as set forth in EXHIBIT “**B**” attached hereto and incorporated herein by reference, Parcel ID No. 32-39-26-00011-0210-000001.2;

**WHEREAS, I.R.C.** is the owner in fee simple of certain property (hereinafter referred to as the “**I.R.C. Property**”) in Indian River County, Florida, which is legally described as set forth in EXHIBIT “**C**” attached hereto and incorporated herein by reference, Parcel ID No. 32-39-26-00011-0230-000001.0;

**WHEREAS,** the Parties desire **Grantees** to have certain access and utility rights over the **Roadway Property**, on the terms and conditions set forth herein.

**NOW THEREFORE,** for valuable consideration, in hand paid and received, including the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The above recitals are affirmed as being true and correct and are hereby incorporated herein by reference.

2. **Grantor** does hereby give, grant, and convey to **Grantees** a non-exclusive easement for purposes of ingress to and egress from and regress over the **Roadway Property**. The parties hereto acknowledge and affirm that the express intent of this provision, and the easement granted hereby, is to grant access to each of the **Grantees**, and to each of their respective successors and assigns, including successors in title and tenants, guests, and invitees of the **DT Property** and **I.R.C. Property**, respectively, over and upon the **Roadway Property**.

3. **Grantor** does hereby give, grant, and convey to **Grantees** a non-exclusive easement, for purposes of connecting to existing utilities, to place, construct, operate and maintain utilities serving the **DT Property** and **I.R.C. Property** with water, electric, gas, sewer, storm water and all such other utilities as may be necessary or desirable, upon the **Roadway Property** connecting to the stormwater, utilities and sewer line easements reserved by the City of Vero Beach, Florida in Official Records Book 989, Page 2717, Official Records Book 1053, Page 2976, and Official Records Book 210, Page 561, of the Public Records of Indian River County, Florida, as may be amended and restated from time to time.

4. The Parties agree to exercise the access and utility rights granted hereunder in a reasonable manner so as not to unreasonably interfere with the reasonable use of the **Roadway Property** by such Parties, so as not to damage any improvements thereon, and to correct or repair damages caused by or through the granting of the utility rights hereunder.

5. Nothing contained herein shall, in any way, be deemed or constitute a gift of or dedication of any portion of the **Roadway Property** to the general public or for the benefit of the general public whatsoever, it being the intention of the Parties that this grant set forth herein is limited to and in utilization of the sole purposes expressed herein and only for the benefit of the Parties herein named, including each of their respective successors and assigns, including successors in title and tenants, guests, and invitees, of the **DT Property** and **I.R.C. Property**, to the extent stated herein. Notwithstanding the legal descriptions as described herein, the **DT Property** and **Roadway Property** are intended to be contiguous and there is expressly no granting of an easement or any other rights by **DT** to any other party hereto over or in relation to the **DT Property** by this Agreement.

6. Each of the **Grantees** hereby indemnifies and holds harmless **Grantor** from any and all actions, causes of actions, claims, liabilities, demands and losses of any kind whatsoever which may be filed or made against **Grantor** by reason of such respective **Grantee's** negligent use of the **Roadway Property**, including, without limitation, the negligent use by such **Grantee's** tenants, guests, and invitees, except for any claims arising out of or resulting from intentional or negligent acts on the part of **Grantor**. Notwithstanding anything to the contrary set forth herein, **IRC's** liability shall only be to the limits set forth in section 768.28, Florida Statutes, and shall exclude the negligence of third parties.

7. The terms and conditions hereof shall run with the **Roadway Property**, the **DT Property** and the **I.R.C. Property** and shall inure to the benefit of and be enforceable by each of the Parties, and each of their respective legal representatives, successors, and assigns, and each of the Parties shall have the right of action to enforce by proceedings at law or in equity all conditions

and covenants imposed by the provisions hereof, or any amendment thereto, including the right to prevent the violation of such conditions and covenants and the right to recover actual damages for such violation (but not consequential or punitive damages).

8. No compensation or other payment shall be exchanged by and between any of the Parties for the easements, rights of use, and licenses granted by this Agreement.

9. No amendment, modification, change, or alteration of this Agreement shall be valid or binding unless accomplished in writing and executed by all of the Parties hereto. Failure to insist upon strict compliance with any of the terms, covenants, or conditions herein shall not be deemed a waiver of such terms, covenants, or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of such right or power at any other time or times.

10. This Agreement contains the entire agreement and understanding between the Parties. No representation, statement, recital, undertaking, or promise not specifically set forth herein shall be binding on any Party hereto. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute hereunder shall be in Indian River County, Florida. This Agreement shall be deemed prepared jointly by each of the parties hereto and shall be construed on a parity as between the Parties. There shall be no canon of construction for or against any Party by reason of the physical preparation of this Agreement.

11. In the event any term, condition, or clause of this Agreement is declared to be illegal or unenforceable by a court of competent jurisdiction, such declaration of illegality or unenforceability shall not affect or alter the legality or enforceability of any remaining term, condition, or clause hereof, provided said declaration of illegality or unenforceability does not destroy the intent of the parties, as set forth in this Agreement.

12. The Parties hereby knowingly, voluntarily, and intentionally, waive trial by jury in any action brought by one against the other in connection with any matters arising out of or in any way connected with this Agreement. This waiver shall apply to any original claim, counterclaim, cross claim, or other claim of any kind asserted by any Party in any such action. No Party, nor any representative of such Party, including counsel, has represented to any other that it would not seek to enforce this waiver of right to jury trial in any such action. The Parties acknowledge that the provisions of this section are a material inducement to their entering into this Agreement.

13. This Agreement shall be recorded in the Public Records of Indian River County, Florida.

**[Signature Pages Follow]**

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the dates set forth below.

Signed, sealed and delivered in the presence of:

“GRANTOR”

STAR SUITES BY RIVERSIDE THEATRE, LLC, a Florida limited liability company

(Name: \_\_\_\_\_)

(Name: \_\_\_\_\_)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

ss:

I, an officer authorized to take acknowledgments according to the laws of the State of \_\_\_\_\_, duly qualified and acting, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of STAR SUITES BY RIVERSIDE THEATRE, LLC, a Florida limited liability company, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that said person executed the same for the purposes therein set forth on behalf of said limited liability company. I further state that (check one) \_\_\_\_\_ I have examined the current driver’s license of the aforesaid person, or \_\_\_\_\_ I am familiar with the identity of the aforesaid person, and have confirmed said person’s identity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at the said County and State, this \_\_\_\_ day of \_\_\_\_\_, 2018.

NOTARY PUBLIC, State of \_\_\_\_\_

My commission expires:

(Affix Seal)

Signed, sealed and delivered  
in the presence of:

“DT”

**DT COMMONS, LLC, a Florida limited liability  
company**

\_\_\_\_\_  
(Name: \_\_\_\_\_)

\_\_\_\_\_  
(Name: \_\_\_\_\_)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
                                      ) **ss:**  
COUNTY OF \_\_\_\_\_ )

I, an officer authorized to take acknowledgments according to the laws of the State of \_\_\_\_\_, duly qualified and acting, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of **DT COMMONS, LLC, a Florida limited liability company**, to me known to be the person described in and who executed the foregoing instrument and who acknowledged before me that said person executed the same for the purposes therein set forth on behalf of said limited liability company. I further state that **(check one)** \_\_\_\_\_ I have examined the current driver’s license of the aforesaid person, **or** \_\_\_\_\_ I am familiar with the identity of the aforesaid person, and have confirmed said person’s identity.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal at the said County and State, this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
**NOTARY PUBLIC**, State of \_\_\_\_\_

My commission expires:

(Affix Seal)

**“I.R.C.”**

**INDIAN RIVER COUNTY, FLORIDA,  
a political subdivision of the State of Florida**

ATTEST: Jeffrey R. Smith, Clerk  
of Court and Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Peter D. O’Bryan, Chairman  
Board of County Commissioners

BCC approved: \_\_\_\_\_

Approved as to form and legal sufficiency:

By:   
Dylan Reingold, County Attorney

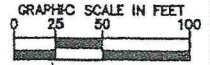
STATE OF FLORIDA                    )  
  ) ss:  
COUNTY OF INDIAN RIVER        )

The foregoing was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by **Peter D. O’Bryan, as Chairman of the Board of County Commissioners of Indian River County, Florida, a political subdivision of the State of Florida**, who is personally known to me.

\_\_\_\_\_  
**NOTARY PUBLIC**

Seal:

This document, together with the concepts and designs presented herein, is an instrument of service, is intended only for the specific purpose and client for which it was prepared. Review of and reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



$L=81.90'$   
 $R=950.00'$   
 $\Delta=004'56'22''$   
 $CHB=S81'55'27''E$   
 $CHD=81.87'$

AVIATION BOULEVARD

SOUTHWESTERLY EXTENSION OF THE CENTERLINE OF FLIGHT SAFETY DRIVE (F.K.A. AVENUE C)

SOUTH R.O.W. LINE

PARCEL ID: 32392600011021000001.2

PARCEL ID: 32392600011031000001.2

$N20'21'06''E$   
 $532.58'$

$S20'21'06''W$   
 $552.64'$

40.0'

STAR SUITES BY RIVERSIDE THEATER, LLC  
 32392600011021000001.4

PARCEL ID: 32392600011031000001.0

PARCEL ID: 32392600011031000001.3

PARCEL ID: 32392600011023000001.0

P.O.B.  
 ACCESS EASEMENT  
 44735 SQ FT  
 1.03 ACRES

SOUTH LINE OF SECTION 34-32-39

P.O.C.  
 ACCESS EASEMENT  
 FD CM  
 W/ DISC  
 "DENI & ASSOC."

(BASIS OF BEARING)



$S 89'45'39'' E 2385.29'$

CANAL "A3" AS SHOWN ON PB 2, PAGE 25

$N89'45'39''W$   
 $85.20'$

$N20'21'06''E$   
 $31.95'$

**LEGEND**

- $\Delta$  CENTRAL ANGLE
- CHB CHORD BEARING
- CHD CHORD DISTANCE
- L ARC LENGTH
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R RADIUS
- F.K.A. FORMERLY KNOWN AS
- R.O.W. RIGHT OF WAY
- PB PLAT BOOK
- FD FOUND
- CM CONCRETE MONUMENT
- SQ SQUARE
- FT FEET

This certifies that a legal description and sketch of the property described herein was made under my supervision and that this legal description and sketch meets the standards of practice set forth by the Florida Board of Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Subject to notes and notations shown hereon.

*E.C. Demeter*  
 E.C. DEMETER, P.S.M. No. 5179

DATE: 9-26-18

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER ABOVE.

SCALE:	AS NOTED
DESIGNED BY:	---
DRAWN BY:	RS
CHECKED BY:	ECD

**Kimley»Horn**  
 © 2018 KIMLEY-HORN AND ASSOCIATES, INC.  
 445 24TH STREET, SUITE 200, VERO BEACH, FL 32960  
 PHONE: 772-794-4100 FAX: 772-794-4130  
 WWW.KIMLEY-HORN.COM

DATE	09/25/18
PROJECT NO.	047504002

ACCESS EASEMENT  
 ACTORS VILLAGE

EXHIBIT  
 A

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Please do not make any reference to this document without written authorization and acceptance by Kimley-Horn and Associates, Inc. and be held liable to Kimley-Horn and Associates, Inc.

**LEGAL DESCRIPTION:**

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND BEING A PORTION OF SECTION 34, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34, THENCE BEARING SOUTH 89°45'39" EAST (BASIS OF BEARINGS) ALONG THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 2385.29 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL. SAID POINT OF BEGINNING BEING ON A LINE THAT IS 40 FEET WESTERLY, AS MEASURED PERPENDICULAR TO THE SOUTHWESTERLY EXTENSION OF THE CENTERLINE OF FLIGHT SAFETY DRIVE (FORMERLY KNOWN AS AVENUE "C"); THENCE BEARING NORTH 20° 21' 06" EAST ALONG SAID LINE, A DISTANCE OF 532.58 TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AVIATION BOULEVARD; SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 950.00 FEET, A CENTRAL ANGLE OF 04°56'22", A CHORD LENGTH OF 81.87 FEET, A CHORD BEARING OF SOUTH 81°55'27" EAST; THENCE, EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 81.90 FEET TO A POINT; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE BEARING SOUTH 20°21'06" WEST, A DISTANCE OF 552.64 FEET TO A POINT; THENCE, BEARING NORTH 89°45'39" WEST, A DISTANCE OF 85.20 FEET TO A POINT; BEARING NORTH 20°21'06" EAST, A DISTANCE OF 31.95 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 44,735 SQUARE FEET OR 1.03 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.  
PLOT

SCALE AS NOTED DESIGNED BY --- DRAWN BY RS CHECKED BY EOD	 <p>© 2018 KIMLEY-HORN AND ASSOCIATES, INC. 445 24TH STREET, SUITE 200, VERO BEACH, FL 32960 PHONE: 772-794-4100 FAX: 772-794-4130 WWW.KIMLEY-HORN.COM</p>	DATE 09/25/18 PROJECT NO. 047504002	ACCESS EASEMENT ACTORS VILLAGE	SHEET NUMBER 2 OF 2
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1568856 RECORDED IN THE RECORDS OF JEFFREY K BARTON, CLERK CIRCUIT COURT INDIAN RIVER CO FL, BK: 1771 PG: 21, 08/12/2004 04:21 PM DOC STAMPS D \$15057.00

This Document Prepared By and Return to:  
William W. Caldwell, Esq.  
Collins, Brown, Caldwell, Barkett & Garavaglia  
756 Beachland Boulevard  
Vero Beach, FL 32963  
772-231-4343

Parcel ID Number: 32-39-26-00011-0210-00001.2

### Warranty Deed

This Indenture, Made this *10th* day of August, 2004 A.D. Between Dodgertown Venture, LLLP, a Delaware limited liability limited partnership of the County of Indian River, State of Florida, grantor, and DT Commons, LLC, a Florida limited liability company, State of Florida, grantee,

whose address is: 3001 Ocean Drive, Suite 203, Vero Beach, FL 32963

of the County of Indian River, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of -----TEN DOLLARS (\$10)----- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Indian River, State of Florida to wit: DODGERTOWN PARCEL 3:

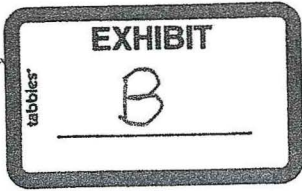
RETURN TO: W.W. CALDWELL, ESQ.  
COLLINS BROWN CALDWELL ETAL  
P.O. BOX 84-3886  
VERO BEACH, FL 32964-3886

Situated in the State of Florida, County of Indian River, City of Vero Beach, being parts of Section 34, Township 32 South, Range 39 East, and Section 3, Township 33 South, Range 39 East, and being more particularly bounded and described as follows:

Commencing at the Southwest corner of said Section 34, run South 00°14'21" West and perpendicular to the South line of said Section 34, a distance of 30 feet; thence South 89°45'39" East (basis of bearings) along a line 30 feet South of and parallel with the said South line of Section 34, a distance of 1183.72 feet to the Point of Beginning of the herein described parcel; thence continue South 89°45'39" East along a line 30 feet South of and parallel with the said South line of Section 34, a distance of 1233.19 feet to an intersection with the Southwesterly extension of the centerline of Flight Safety Drive (formerly known as Avenue "C"); thence continue South 89°45'39" East, along a line 30 feet South of and parallel with the said South line of Section 34, a distance of 42.60 feet to a point, said point being 40 feet Easterly as measured perpendicular to the said Southwesterly extension of Flight Safety Drive (formerly known as Avenue "C"); thence North 20°21'06" East on a line 40 feet Easterly of and parallel with the said Southwesterly extension of Flight Safety Drive (formerly known as Avenue "C"), a distance of 552.64 feet to a non-tangent point on a circular curve, said point bears North 10°32'44" East from the radius point of said circular curve; thence Southwesterly along said circular curve, concave to the Southeast having a radius of 950.00 feet through a central angle of 36°47'28", for an arc length of 610.02 feet to a point of tangency, said arc tending a chord of 599.59 feet along a bearing of South 82°08'59" West from the aforesaid non-tangent point; thence South 63°45'16" West, a distance of 974.46 feet to the Point of Beginning; less and except the Southerly 30 feet of the Easterly 80.00 feet thereof.

Subject to taxes and assessments for the year 2004 and subsequent years, all conditions, restrictions, limitations and easements of record, including those in Official Record Book 210, Page 541, Public Records of Indian River County, Florida; and all zoning and other governmental regulations, without reimposing same, including, without limitation, the obligations of "Developer" with respect to the subject property pursuant to the Collateral Development Agreement dated August 29, 2001, and recorded in Official Record Book 1426, Page 0596, Public Records of Indian River County, as amended.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons w  
Laser Generated by © Display Systems, Inc., 2003 (863) 763-5555 Form FLWD-2



BK: 1771 PG: 22

Warranty Deed - Page 2

Parcel ID Number: 32-39-26-00011-0210-00001.2

In Witness Whereof, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Dodgertown Venture, LLLP, a Delaware limited liability limited partnership, by P & S III, Inc., a Florida corporation, its General Partner

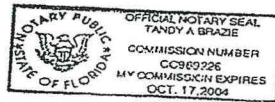
*Jeanne I. Biebel*  
Printed Name: Jeanne I. Biebel  
Witness

*John F. Swanson*  
By: John F. Swanson, Vice President (Seal)  
P.O. Address: 3001 Ocean Drive, Vero Beach, FL 32963

*Tandy A. Brazie*  
Printed Name: TANDY A. BRAZIE  
Witness

STATE OF Florida  
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 10th day of August, 2004 by John F. Swanson, Vice President of P & S III, Inc., a Florida corporation, General Partner of Dodgertown Venture, LLLP, a Delaware limited liability limited partnership, on behalf of same he is personally known to me or he has produced his Florida driver's license as identification.



*Tandy A. Brazie*  
Printed Name: TANDY A. BRAZIE  
Notary Public  
My Commission Expires:

28.50  
70,000.00  
1.00  
5/29/01  
cut

IN THE RECORDS OF  
JEFFREY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA.

RESERVED FOR USE BY  
CLERK OF CIRCUIT COURT

1296198

PREPARED BY:  
Eric D. Rapkin, Esq.  
Hughes Hubbard & Reed LLP  
201 South Biscayne Boulevard, Suite 2500  
Miami, Florida 33131

DOCUMENTARY STAMPS  
DEED \$ 70,000.00

NOTES  
JEFFREY K. BARTON, CLERK  
INDIAN RIVER COUNTY

L

RECORD AND RETURN TO:  
Robert C. Reid, Esq.  
Bryant, Miller and Olive, P.A.  
201 South Monroe Street, Suite 500  
Tallahassee, Florida 32301

01 AUG 29 11:12:22

Property Appraiser's Nos.: Portion of Tax Parcel No. 26-32-39-00011-0230-00001.0; Tax Parcel No. 26-32-39-00011-0250-00001.0; Tax Parcel No. 26-32-39-00011-0240-00001.1; and Tax Parcel No. 26-32-39-00011-0240-00001.0

WARRANTY DEED

This WARRANTY DEED, made as of this 29<sup>th</sup> day of August, 2001, between LOS ANGELES DODGERS, INC., a Delaware corporation (the "Grantor"), whose address is 1000 Elysian Park Avenue, Los Angeles, California 90012, and INDIAN RIVER COUNTY, FLORIDA, a political subdivision of the State of Florida (the "Grantee"), whose address is 1840 25th Street, Vero Beach, Florida 32960.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten and No 100 (\$100.00) Dollars to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, and by these presents does hereby grant, bargain, sell, and convey unto Grantee, its successors and assigns forever, that certain real property lying and being in the County of Indian River, State of Florida, as more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Property").

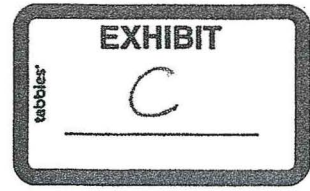
SUBJECT ONLY TO taxes and assessments for the year 2001 and subsequent years, all conditions, restrictions, limitations and easements of record reflected in Exhibit "B" attached hereto and made a part hereof (the "Permitted Exceptions"), and all zoning and other governmental regulations, without reimposing same.

And Grantor does hereby fully warrant the title to the Property, subject as aforesaid, and will defend the same against the lawful claims of all persons whomsoever.

Right of First Refusal. Grantor hereby reserves to itself, its successor and assigns, and the recording of this Warranty Deed constitutes Grantee's granting of, the right of first refusal to purchase the Property from Grantor if the Grantee elects to sell the Property at any time during the "Term" (as such term is defined in that certain Facility Lease Agreement dated as of September 1, 2000 for the Property between Grantee, as lessor, and Grantor, as lessee (the "Lease Agreement"), which Lease Agreement is intended to be recorded among the Public Records of Indian River County, Florida following the recordation of this Warranty Deed). If Grantee so elects to sell the Property during the Term of the Lease Agreement, the Grantor shall have a first right of refusal to purchase the Property and all improvements located thereon (collectively, the "Facility") for the lowest purchase price which the Grantee would accept from a third party. The Grantee shall not sell the Facility to any third party during the Term (as defined in the Lease Agreement) until the Grantor has been given written notice of the purchase price and an opportunity to purchase the Facility for such price. This right of first refusal shall be exercisable as follows:

081426PG0555

M12247.9



Grantee shall notify Grantor of a bona fide offer received by Grantee to sell the Facility, which offer is acceptable to Grantee and which offer shall include a certification by Grantee that the purchase price set forth therein is the lowest purchase price which the Grantee would accept from a third party. (Grantee shall not be required to obtain an executed purchase and sale agreement in order to activate this right of first refusal. Grantee need only present the terms and conditions of such bona fide offer to Grantor as set forth in a signed letter of intent or similar proposal between Grantee and a third party.) Grantor shall then have sixty (60) days within which to notify Grantee in writing of Grantor's election to purchase the Facility on the same terms and conditions as such bona fide offer. If Grantor timely elects to purchase the Facility, then the parties shall enter into a purchase and sale agreement reflecting the business terms of such bona fide offer. If Grantor fails to so notify Grantee within such sixty (60) day period, then the right of first refusal with respect to such bona fide offer shall be deemed to be waived by Grantor and of no further force or effect. This right of first refusal shall be a covenant running with the Property.

An Affidavit executed by a duly authorized official on behalf of the Grantee and recorded in the Official Records which sets forth with specificity that the Grantee has provided the foregoing certification and that the Grantor has not provided timely written notice of Grantor's election and that a copy of the Affidavit was provided to Grantor at least ten (10) business days prior to its recordation shall be conclusive evidence that the foregoing right of refusal has not been exercised.

Repurchase Option. In addition to the right of first refusal set forth above, Grantor hereby reserves to itself, its successor and assigns, and the recording of this Warranty Deed constitutes Grantee's granting of, an option to repurchase the Facility, at its then fair market value (such fair market value to be determined in the manner described below), whether or not the Grantee desires or has offered to sell the Facility to a third party, at any time after the Bonds (as such term is defined in the Lease Agreement) have been retired, and continuing until the expiration or earlier termination of the Term (as defined in the Lease Agreement), provided that the Grantor is still the lessee under the Lease Agreement at the time of such repurchase. This repurchase option shall be a covenant running with the Property.

For purposes of a repurchase of the Facility by the Dodgers pursuant to this repurchase option, the then fair market value of the Facility shall be determined by the following procedure:

- (a) The Grantor and Grantee shall each select an independent M.A.I. appraiser.
- (b) The appraisers selected by the Grantor and Grantee shall then select a third appraiser (the "Independent Appraiser"). The Independent Appraiser shall determine the then fair market value of the Facility using the highest and best use method.

Neither the foregoing right of first refusal nor the foregoing repurchase option are assignable separate and apart from the Lease Agreement. If the Lease Agreement is assigned pursuant to Section 12.01 of the Lease Agreement, then the right of first refusal and the repurchase option shall be assigned to the assignee as part of the assignment of the Lease Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Warranty Deed to be executed as of the day and year first above written.

WITNESSES:

LOS ANGELES DODGERS, INC., a Delaware corporation

Eric Reptin  
Print Name: Eric Reptin

By: Craig B. Callan  
Name: Craig B. Callan  
Title: Vice President

Dario Carnevale  
Print Name: DARIO CARNEVALE

Grantor's address: 1000 Elysian Park Avenue  
Los Angeles, California 90012

[acknowledgment on next page]

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STATE OF FLORIDA )  
 )ss:  
COUNTY OF INDIAN RIVER )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of August, 2001, by Craig B. Callan, as Vice President of LOS ANGELES DODGERS, INC., a Delaware corporation, on behalf of the corporation. He/She is personally known to me or produced a valid driver's license as identification.

Eric D. Hagler

Notary Public

Print name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1-C (COMBINED PARCELS 1 AND 2)

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 3, TOWNSHIP 33 SOUTH, RANGE 39 EAST, PROCEED NORTH 89°45'39" WEST, A DISTANCE OF 1997.62 FEET TO A POINT; THENCE SOUTH 04°15'11" WEST, A DISTANCE OF 30.07 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF AIRPORT DRIVE (A/K/A 34<sup>TH</sup> AVENUE, A 90 FOOT RIGHT-OF-WAY) SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY LINE SOUTH 10°36'49" WEST, A DISTANCE OF 37.55 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1125.14 FEET AND A CENTRAL ANGLE OF 09°30'08"; THENCE SOUTH ALONG SAID CURVE, A DISTANCE OF 186.60 FEET; THENCE SOUTH 20°06'57" WEST, A DISTANCE OF 82.11 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 1825.86 FEET AND A CENTRAL ANGLE OF 19°54'25"; THENCE SOUTH ALONG SAID CURVE, A DISTANCE OF 634.38 FEET, THENCE SOUTH 00°12'32" WEST, A DISTANCE OF 55.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF INDIAN RIVER FARMS DRAINAGE DISTRICT MAIN CANAL (300 FOOT RIGHT-OF-WAY); THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 69°22'53" WEST, A DISTANCE OF 482.50 FEET; THENCE NORTH 15°50'35" WEST, A DISTANCE OF 50.17 FEET TO A POINT 50.00 FEET NORTH OF AFORESAID MAIN CANAL NORTH RIGHT-OF-WAY LINE; THENCE SOUTH 69°22'53" WEST ALONG SAID LINE PARALLEL AND 50.00 FEET NORTH OF SAID MAIN CANAL NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 1001.21 FEET; THENCE NORTH 18°15'26" WEST, A DISTANCE OF 386.46 FEET; THENCE NORTH 63°53'04" WEST, A DISTANCE OF 476.06 FEET; THENCE NORTH 89°45'39" WEST, A DISTANCE OF 414.56 FEET; THENCE NORTH 00°14'21" EAST, A DISTANCE OF 876.82 FEET TO A POINT 30.00 FEET SOUTHERLY OF THE NORTH LINE OF SECTION 3, TOWNSHIP 33 SOUTH RANGE 39 EAST; THENCE SOUTH 89°45'39" EAST ALONG A LINE BEING 30.00 FEET SOUTHERLY OF AND PARALLEL WITH SAID SECTION LINE, A DISTANCE OF 2557.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 61.75 ACRES MORE OR LESS.

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## EXHIBIT "B"

## PERMITTED EXCEPTIONS

- (1) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- (2) Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
- (3) Taxes and assessments for the year 2001 and subsequent years.
- (4) Easement granted to CITY OF VERO BEACH, FLORIDA, filed in Official Records Book 210, page 561.
- (5) Easement Deed granted to CITY OF VERO BEACH, FLORIDA, recorded in Official Records Book 210, page 572.
- (6) Restrictions and easements contained in that certain Special Warranty Deed filed in Official Records Book 210, page 531.
- (7) Restrictive covenants, conditions, restrictions, stipulations and easements contained in Official Records Book 210, page 541.
- (8) Road, ditch and canal rights of way as shown on plat of Indian River Farms Co., recorded in Plat Book 2, page 25, of the Public Records of St. Lucie County, Florida.
- (9) Rights of way and easements for drainage canal as conveyed to Indian River Farms Drainage District in Deed Book 48, page 23, Public Records of St. Lucie County, Florida.
- (10) Commercial Lease Agreement by and between the CITY OF VERO BEACH, Tenant, and THE LOS ANGELES DODGERS, INC., Landlord, filed in Official Records Book 575, page 2422.
- (11) All terms and conditions of existing unrecorded leases and all rights thereunder of the lessees and any person claiming by, through, or under said lessees.
- (12) Right of Way of Aero Lane.
- (13) Future right of way of Route 60 Bypass over that portion lying within 50 feet of the Northerly right of way line of the Indian River Farms Drainage District's Main Canal.
- (14) Terms and conditions of that certain Easement Deed by CITY OF VERO BEACH, to DODGERTOWN, INC., filed in Official Records Book 210, page 544, and that certain permit by the Indian River Farms Drainage District filed in Official Records Book 211, page 649, regarding the right to drain water from a swimming pool.
- (15) Easements as set out and reserved by the CITY OF VERO BEACH, FLORIDA in that certain Quit-Claim Deed filed in Official Records Book 1053, page 2976, and in that certain Ordinance filed in Official Records Book 1054, page 610).
- (16) Facility Lease Agreement dated September 1, 2000, by and between INDIAN RIVER COUNTY, FLORIDA, and LOS ANGELES DODGERS, INC., a Delaware corporation. (To-be-recorded in Official Records of Indian River County following this Warranty Deed.)
- (17) Collateral Development Agreement dated August 29, 2001, by and between LOS ANGELES DODGERS, INC., a Delaware corporation, and VERO ACQUISITION, L.L.P., a Florida limited liability limited partnership. (To-be-recorded in Official Records of Indian River County following this Warranty Deed.)

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(18) Declaration of Easements for Parking dated August 29, 2001, by and between LOS ANGELES DODGERS, INC., a Delaware corporation, VERO ACQUISITION, L.L.P. a Florida limited liability limited partnership, and INDIAN RIVER COUNTY, FLORIDA. (To-be-recorded in Official Records of Indian River County following this Warranty Deed.)

This conveyance does not assure the computation of the acreage or volume of land described in Exhibit "A."

NOTE: ALL OF THE RECORDING INFORMATION CONTAINED HEREIN REFERS TO THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, UNLESS OTHERWISE INDICATED.

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