

EASEMENT AND OPERATING AGREEMENT

THIS EASEMENT AND OPERATING AGREEMENT (the “**Agreement**”) is entered into this _____ day of _____, 2014, by and among the CITY OF SUNRISE, FLORIDA, a municipal corporation duly organized and existing under the laws of the State of Florida (the “**City**”), and SUNRISE MILLS (MLP) LIMITED PARTNERSHIP, a limited partnership duly organized and existing under the laws of the District of Columbia, SAWGRASS MILLS PHASE II LIMITED PARTNERSHIP, a limited partnership duly organized and existing under the laws of the State of Delaware, SAWGRASS MILLS PHASE III LIMITED PARTNERSHIP, a limited partnership duly organized and existing under the laws of the State of Delaware, and SAWGRASS MILLS PHASE IV, L.L.C., a limited liability company duly organized and existing under the laws of the State of Delaware (collectively, the “**Shopping Center Owners**”) and SAWGRASS PARKING DECK, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (the “**Deck Parcels Owner**”) .

W I T N E S S E T H:

WHEREAS, Sunrise Mills (MLP) Limited Partnership, Sawgrass Mills Phase II Limited Partnership, and Sawgrass Mills Phase III Limited Partnership are fee owners of those certain parcels of land and improvements described in Exhibit A (the “**Shopping Center Site**”) and shown on Exhibit B (the “**Site Plan**”), which exhibits are attached hereto and made a part hereof;

WHEREAS, Sawgrass Mills Phase IV, L.L.C. is the leasehold owner of that certain parcel of land and improvements at the Shopping Center Site described in Exhibit A-1 and shown on the Site Plan;

WHEREAS, the Deck Parcels Owner is the owner of those two parcels of land described in Exhibit A-2 (the “**Parking Deck Parcels**”), attached hereto and made a part hereof, and shown on Exhibit B;

WHEREAS, the Shopping Center Site and the Parking Deck Parcels are contiguous and adjacent to one another and together comprise that certain shopping center located in the City of Sunrise, Broward County, Florida and commonly known as “Sawgrass Mills” and “The Colonnade at Sawgrass” (the “**Shopping Center**”);

WHEREAS, the Deck Parcels Owner leases the Parking Deck Parcels to the City by that certain ground lease agreement of even date herewith (the “**Ground Lease**”) for a term of years;

WHEREAS, the City subleases to the Deck Parcels Owner the Parking Deck Parcels and the improvements thereto from time to time, including without limitation the two (2) parking garages and ancillary and supporting infrastructure more particularly described in the sublease agreement (the “**Parking Garages**”) by that certain sublease agreement of even date herewith (the “**Sublease Agreement**”) for a term of years coterminous with the Ground Lease;

WHEREAS, the Shopping Center Owners, the Deck Parcels Owner and the City have entered into that certain Parking Garages Construction and Development Agreement of even date herewith for the development and construction of the Parking Garages;

WHEREAS, it is the mutual desire of the Shopping Center Owners, the Deck Parcels Owner, and the City to grant certain easement rights and agree to certain covenants and conditions for the operation, maintenance and repair of the Parking Garages; and

WHEREAS, in furtherance of the foregoing, the parties desire and agree to enter into this Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby mutually covenant and agree as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference thereto.

2. Common Facilities and Easements. The Shopping Center Owners and the Deck Parcels Owner hereby grant one another, and for the benefit of the Shopping Center Site and the Parking Deck Parcels and their respective tenants, subtenants, occupants, concessionaires, licensees, employees, customers, invitees, successors and assigns, perpetual, non-exclusive reciprocal cross easements for use and benefit of the following common facilities (“**Common Facilities**”) located on portions of the Shopping Center Site and the Parking Deck Parcels (including the Parking Garages):

(a) Parking areas located on the Shopping Center Site and on the Parking Deck Parcels, including individual parking space for automobiles and other vehicles within the Parking Garages, curbs, ramps, and traffic drive aisles;

(b) Roadways to provide vehicular access to and ingress and egress to and from and in and out of such individual parking spaces between the Shopping Center Site and the Parking Deck Parcels (including the Parking Garages), and to and from the Shopping Center Site and the Parking Deck Parcels (including the Parking Garages) to dedicated and private streets and highways; and

(c) Hard-surfaced sidewalks and walkways to provide pedestrian access to and ingress and egress to and from such individual parking spaces and the buildings on the Shopping Center Site and the Parking Deck Parcels (including the Parking Garages).

In addition, the Shopping Center Owners and the Deck Parcels Owner hereby grant the City, and for the benefit of the employees, invitees, permitted subtenants and permitted assignees of the City, non-exclusive easements for use and benefit of the Common Facilities set forth in subsections 2(b) and 2(c) above, which easements shall expire upon the earlier of (i) the expiration or earlier termination of the Ground Lease and the Sublease Agreement, or (ii) abandonment of the use of such easements by the City for a period of one (1) year after written

notice of such abandonment to the City, without need of further action on the part of the Shopping Center Owners or the Deck Parcels Owner.

3. Utility Line Easements. The Shopping Center Owners and the Deck Parcels Owner grant, for the benefit of their respective sites, the non-exclusive right, privilege and perpetual easement to use, install, maintain, replace, remove and/or relocate utility lines, as they exist from time to time, as may be reasonably necessary for the use and enjoyment of the grantee's sites. All utility facilities shall, if reasonably possible, be installed on a site before the buildings on such site are constructed and, in any event, in such manner so as not to interfere with any such buildings. All utility facilities shall remain below ground level or surface of such easement areas, except for those where the provider of the service or applicable building codes require above ground connection, such as, but not limited to, electrical transformers. "Utility lines" shall mean those facilities and systems for the transmission of utility services including storm drainage systems (comprised of an underground pipeline system designed to collect surface water and transport the same from the various sites via such pipes to the detention ponds or other designated storm water management areas at the Shopping Center), sanitary sewer systems, irrigation systems, natural gas systems, domestic water systems, fire protection installations (including booster pumps or reservoirs and fire pumps as maybe required by the Shopping Center Owners' or the Deck Parcels Owner's fire insurance rating organization), electrical systems, cable TV, data transmission facilities (if present), and telephone systems which are situated within the Shopping Center and which serve all or part of the Shopping Center.

4. Drainage Easements. The Shopping Center Owners and the Deck Parcels Owner grant, for the benefit of their respective sites, a nonexclusive right, privilege and perpetual easement to use the underground collection system and drain the collected storm water into the detention ponds or other designated storm water management areas at the Shopping Center, as they exist from time to time, as may be reasonably necessary to provide storm drainage for the sites within the Shopping Center.

5. Footing and Foundation Easements. The Shopping Center Owners and the Deck Parcels Owner grant, for the benefit of their respective sites, the right, privilege and perpetual easement in, on over and to their respective sites for the construction and maintenance of foundations and footings reasonably necessary in connection with the construction of their respective improvements from time to time on their respective sites.

6. Encroachments. While it is the intention of the parties to confine their improvements to the limits of their respective sites, it is recognized that this result is not always achieved in a multi-ownership shopping center development. Accordingly, the Shopping Center Owners and the Deck Parcels Owner grant, for the benefit of their respective sites, an easement permitting the maintenance of canopies, roofs and other overhangs, awnings, utility vaults, staircases, signs, pillars, and other like projections and encroachments over and across the grantor's sites to the extent that such projections and encroachments, not to exceed two feet (2') or such greater distance as shown on the as-built plans for the grantor's improvements, shall exist after completion of all construction or reconstruction. It is understood that the provision of this Section 6 shall survive the termination of this Agreement and shall continue thereafter so

long as any party's building (or any replacement thereof constructed during the term of this Agreement) stands.

7. Termination of Perpetual Easements. Any perpetual easement provided for in this Agreement, except those granted to the Shopping Center Owners and the Deck Parcels Owner pursuant to Sections 2(a), 2(b), 2(c), 3 and 4 hereof, shall terminate (as to the abandoning benefited real estate only) if the use of such easement shall have been abandoned and continue to be abandoned for a period of one (1) year after written notice of such abandonment shall have been actually received by the then record owner of the fee of the real estate benefited by such easement (and the then record owner, if any, of a leasehold interest in said real estate) from the then record owner of the fee of the real estate burdened with such easement; provided, however, if the easement is for a nonregular use (for example, an easement to maintain, or repair or replace), it shall not be considered to be abandoned during said one (1) year period even if not used during that period if during that period after receipt of said written notice the then record owner of the fee or any leasehold interest in the real estate benefited by such easement gives written notice to the then record owner of the fee of the real estate burdened with such easement that it has not been abandoned. The aforesaid notice from the record owner of the real estate burdened with an easement shall not be valid unless it states the address to which notices to that owner may be mailed and sets forth that, pursuant to this Section 7, an easement benefiting the recipient of said notice may terminate. Any notice provided in this Section to be given to the record owner of the burdened real estate shall be deemed as having been given when mailed to said owner at the address provided in Section 14 hereof.

8. Operation of Parking Garages. Except where the Parking Garages are rendered untenable by reason of fire or other casualty as set forth in the Sublease Agreement, the Shopping Center Owners shall at all times during the term of this Agreement: (i) occupy the Parking Garages; (ii) regularly maintain and operate the Parking Deck Parcels (including the Parking Garages) in accordance with the terms of the Sublease Agreement (or have the ability to hire a third party to maintain/operate the Parking Deck Parcels, including the Parking Garages); and (iii) keep the Parking Deck Parcels (including the Parking Garages) open for operation.

9. Maintenance of Common Facilities on the Parking Deck Parcels.

(a) The Shopping Center Owners shall, at their own expense, keep and maintain all the Common Facilities in good and safe order and condition and state of repair in accordance with applicable governmental requirements and in a manner consistent with the standards usually maintained in first class shopping centers of similar size and age. Said maintenance shall include, but shall not be limited to, the following specified items of maintenance and upkeep:

(i) Keeping and maintaining all sidewalks, walkways, roadways and parking surfaces in a good, safe, clean and lighted condition;

(ii) Regularly removing all papers, debris, filth and refuse and wash or sweep paved areas as required;

(iii) Removing promptly, to the extent reasonably practicable, surface water and debris;

(iv) Keeping all directional signs and pavement signs and striping in the Common Facilities distinct and legible;

(v) Repairing, replacing and renewing lighting in the Common Facilities as may be necessary;

(vi) Caring for and replanting all landscaped and planted areas; and

(vii) Maintaining and repairing, as necessary, any utility line traversing the Parking Deck Parcels.

(b) In the event the Shopping Center Owners shall be in default of the maintenance and lighting standards set forth above, and such default shall continue for a period of thirty (30) days after written notice from the Deck Parcels Owner or the City, that party may elect to, but shall not have the obligation to, after five (5) business days' notice to the Shopping Center Owners of the City's election, perform such maintenance, and shall be granted access onto the Parking Deck Parcels for said purpose. The party performing services on behalf of the defaulting Shopping Center Owners shall be entitled to receive reimbursement from the Shopping Center Owners for reasonable and verified costs and expenses incurred and paid for such services. Reimbursement shall be paid by the Shopping Center Owners within twenty (20) days of receipt of an invoice for the services performed.

10. Damage and Destruction. In the event the Parking Garages or the Common Facilities on the Parking Deck Parcels shall be damaged or destroyed by a casualty, the Shopping Center Owners shall comply with Sections 6.12 and 6.13 of the Sublease Agreement.

11. Non-Barrier. The Shopping Center Owners and the Deck Parcels Owner hereto each agree, for the benefit of one another's sites and their respective invitees, tenants, subtenants, occupants, agents, employees, concessionaires and licensees, not to construct or erect any kind of fence, barricade, chain, structure, or barrier whatsoever so to prevent pedestrian and vehicular traffic between the Shopping Center Site and the Parking Deck Parcels over and across all Common Facilities, including, but not limited to, sidewalks, walkways, aisles, roadways, driveways, and parking areas on the Shopping Center Site and the Parking Deck Parcels. Notwithstanding the foregoing, the Shopping Center Owners and the Deck Parcels Owner shall each have the right, at least once a calendar year, but more often if legally required, to erect barriers or chains for the purpose of blocking off said areas in order to avoid the possibility of dedicating the same for public use. It is mutually agreed to by the Shopping Center Owners and the Deck Parcels Owner that if possible such barriers or chains shall be erected at a time or upon a day when the facilities and improvements at the Shopping Center are not open for business.

12. Obligations under Sublease Agreement. The Shopping Center Owners agree that in the event the Deck Parcels Owner fails to perform its obligations under the Sublease Agreement or the Parking Garages Construction and Development Agreement, then, after expiration of the notice and cure rights of any mortgagee of the Shopping Center Owners

provided for in the Sublease Agreement, the City may enforce such obligations against the Shopping Center Owners according to the terms and conditions thereof, even if not specifically set forth herein, after written notice to the Shopping Center Owners and the Deck Parcels Owner.

13. Indemnity.

(a) The Shopping Center Owners agree to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees and Deck Parcels Owner from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the operation of this Agreement, the Shopping Center Site or the Parking Deck Parcels; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease death, or personal injury, or property damage, but only to the extent caused in whole or in part by any liability, negligent acts, errors, or omissions of the Deck Parcels Owner or the Shopping Center Owners, or their employees, agents, contractors, concessionaires, licensees, invitees, or anyone directly or indirectly employed or hired by the Deck Parcels Owner or the Shopping Center Owners or anyone for whose acts the Deck Parcels Owner or the Shopping Center Owners may be liable, or regardless of whether or not caused in whole or in part by any liability, negligent acts, errors or omissions of the City, its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct on the part of the City, its officers, agents, volunteers or employees. Shopping Center Owners agree this indemnity obligation shall survive the completion or termination of this Agreement.

(b) Nothing in this section shall constitute a waiver of the City's sovereign immunity, or the limits of section 768.28, Florida Statutes, nor shall anything included herein be construed by City as consent to be sued by third parties in any matter arising out of this Agreement.

14. Term. The term of this Agreement shall commence on _____, 2014 and, expire (i) with respect to the City, upon the Lease Expiration Date of the Ground Lease (as such term is defined in the Ground Lease); and (ii) with respect to the Shopping Center Owners and the Deck Parcels Owner, upon the earlier of the date that is fifty (50) years after the Lease Expiration Date and the date the Shopping Center Owners, or any one of them, exercise the purchase option set forth in the next sentence (the "**EOA Expiration Date**"). Upon the EOA Expiration Date or earlier termination of this Agreement and for a period of one hundred eighty (180) days thereafter, the Shopping Center Owners shall have the right and option to purchase the Parking Deck Parcels and the improvements thereto, including without limitation the Parking Garages, for Ten Dollars (\$10.00) and upon other terms and conditions acceptable to the Shopping Center Owners and the Deck Parcels Owner but at no other cost or expense to the Shopping Center Owners.

15. Entire Agreement. This Agreement and the exhibits hereto contain the entire agreement between the parties with respect to the subject matter hereof and no statement or representation of any party, its agents or employees, shall form any part hereof or be binding

upon the other party unless incorporated herein or therein. This Agreement shall not be changed or modified except by written instrument signed by the parties hereto.

16. Notice. All notices or communications (“Notices”) to be given under or pursuant to this Agreement shall be in writing, addressed to the parties at their respective addresses as set forth below, and shall be delivered by U.S. certified mail, postage prepaid, return receipt requested, or reputable, national, pre-paid overnight delivery service.

If to the Shopping Center Owners:

SUNRISE MILLS (MLP) LIMITED
PARTNERSHIP

SAWGRASS MILLS PHASE II LIMITED
PARTNERSHIP

SAWGRASS MILLS PHASE III LIMITED
PARTNERSHIP

SAWGRASS MILLS PHASE IV, L.L.C.

c/o The Mills, a Simon Company
5425 Wisconsin Avenue, Suite 300
Chevy Chase, Maryland 20815
Attention: Developer

With a copy to:

Simon Property Group
225 West Washington Street
Indianapolis, Indiana 46204
Attn: Assistant General Counsel
If to the Prior Lien Holder per Section 4.01
of the Parking Garages Construction and
Development Agreement:

Sawgrass Lender, LLC
c/o Simon Property Group
225 West Washington Street
Indianapolis, IN 46204-3438

If to any mortgagee of the Shopping Centers Owner of which the City has been notified pursuant to Section 22 hereof:

Attention: _____

If to the Deck Parcels Owner:

SAWGRASS PARKING DECK, LLC
c/o The Mills, a Simon Company
5425 Wisconsin Avenue, Suite 300
Chevy Chase, Maryland 20815
Attention: Developer

With a copy to:
Simon Property Group
225 West Washington Street
Indianapolis, Indiana 46204
Attn: Assistant General Counsel

If to the City:

City Manager
City of Sunrise
City Manager's Office
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

With a copy to:
City Attorney
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

Pursuant to Section 22 the Shopping Center
Owners shall notify the City of any
mortgagee by sending Notice to the
following City officials:

City Manager
City of Sunrise
City Manager's Office
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

With a copy to:
City Attorney
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

City Clerk
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

City Director of Community Development
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

Notices shall be effective (i) three (3) days after deposit in the U.S. mail if delivered by certified mail, or (ii) on the next business day if sent by national overnight courier service, or (iii) on the day of an electronic transmission; provided, next day delivery by a national overnight courier service occurs. The parties may change their notice addresses from time to time upon written notice to the other.

16. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

17. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

18. Partial Invalidity. The invalidity of any one or more provisions of this Agreement shall not affect or impair the remaining portions of the Agreement.

19. Waiver. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

20. Counterparts. This Agreement may be executed in multiple originals or counterparts, each of which will be an original and, when all of the parties to this Agreement have signed at least one (1) copy, such copies together will constitute a fully executed and binding Agreement.

21. Estoppel Certificates. Any party shall, from time to time upon not less than fifteen (15) business days' notice from any other party, execute and deliver to such other party a certificate in recordable form stating that this Agreement is unmodified and in full force and effect or, if modified, that this Agreement is in full force and effect, as modified, and stating the modifications and stating whether or not, to the best of its knowledge, any other party is in default in any respect under this Agreement, and if in default, specifying such default.

22. Standstill. This Agreement is subject and subordinate to any and all leases, construction, operation, reciprocal easement or similar agreements (hereinafter referred to as "Leases and Operating Agreements") entered into between any of the Shopping Center Owners and other owners or lessees of real estate (including but not limited to owners and operators of department stores) within or near the Shopping Center and to any and all easements and easement agreements which have been entered into with or granted to any persons heretofore. The City shall, in the event of a sale or assignment of any Shopping Center Owner's interest in any portion of the Shopping Center, or if any portion of the Shopping Center comes into the hands of a mortgagee, ground lessor or any other person whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, termination of the ground lease, or otherwise, attorn to the purchaser or such mortgagee or other person and recognize the same as the Shopping Center Owners with respect to any and all rights any such Shopping Center Owners have or may have under this Agreement and any Leases and Operating Agreements. The Shopping Center Owners may enter into a mortgage with a mortgagee, mortgaging its interest in the Shopping Center on such terms and conditions as agreed to by the Shopping Center Owners and the mortgagee. Unless otherwise agreed to by the City, such mortgage with a mortgagee shall not contain any provisions (a) that impose any obligation on the City, or (b) that are in conflict with the terms of this Agreement, the Ground Lease, or the Sublease Agreement. The Shopping Center Owners shall provide written Notice to the City of the existence of such mortgage and of the name and mailing address of the mortgagee. The City shall execute and deliver to the Shopping Center Owners or such mortgagee, purchaser or its designee, at the Shopping Center Owners' request, an attornment agreement in the form of **Exhibit C** attached hereto and made a part of this Agreement, and in addition, standard estoppel certifications as may be reasonably requested by the Shopping Center Owners and its mortgagee, purchaser or its designee. The City shall have fifteen (15) business days after its receipt of such request to review and execute the requested agreement. No fee or other expenses will be due to the City for its execution of any requested agreement under this Section.

23. Conflict. In the event of any conflict between the provisions of this Agreement and the Sublease or the Parking Garages Construction and Development Agreement, the provisions of the Sublease or the Parking Garages Construction and Development Agreement, as appropriate, shall prevail.

24. Covenants Running With the Land. All the covenants, agreements, conditions and restrictions set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto and all subsequent owners of their respective sites or any parts thereof, for the durations of the term of this Agreement, and thereafter, to the extent specifically so provided.

25. Recording. The parties will cause this Agreement to be recorded in the public records of Broward County promptly after the execution hereof, the cost thereof to be paid by the Shopping Center Owners or the Deck Parcels Owner.

[No further text on this page. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first written above.

(CITY)

CITY OF SUNRISE, FLORIDA

By: _____
Mayor

Attest: _____
City Clerk

(SHOPPING CENTER OWNERS)

**SUNRISE MILLS (MLP) LIMITED
PARTNERSHIP**, a District of Columbia limited
partnership

By: SAWGRASS MILLS GP, L.L.C., a
Delaware limited liability company, its
general partner

**By: SAWGRASS MILLS
MEZZANINE, L.L.C.**, a Delaware
limited liability company, its member

By: _____
Name: _____
Title: _____

**SAWGRASS MILLS PHASE II
LIMITED PARTNERSHIP**, a Delaware
limited partnership

By: SAWGRASS MILLS GP, L.L.C., a
Delaware limited liability company, its
general partner

**By: SAWGRASS MILLS MEZZANINE,
L.L.C.**, a Delaware limited liability
company, its executive manager

By: _____
Name: _____
Title: _____

**SAWGRASS MILLS PHASE III LIMITED
PARTNERSHIP**, a Delaware limited partnership

By: SAWGRASS MILLS GP, L.L.C., a
Delaware limited liability company, its
general partner

**By: SAWGRASS MILLS MEZZANINE,
L.L.C.**, a Delaware limited liability
company, its member

By: _____
Name: _____
Title: _____

SAWGRASS MILLS PHASE IV, L.L.C.,
a Delaware limited liability company

**By: SAWGRASS MILLS
MEZZANINE, L.L.C.**, a Delaware
limited liability company, its
executive manager

By: _____
Name: _____
Title: _____

(DECK PARCELS OWNER)

SAWGRASS PARKING DECK, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

State of _____)
) ss.:
County of _____)

On the _____ day of _____, 2014, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument, he executed the instrument.

Signature and Office of individual taking acknowledgment

State of _____)
) ss.:
County of _____)

On the _____ day of _____, 2014, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument, he executed the instrument.

Signature and Office of individual taking acknowledgment

State of _____)
) ss.:
County of _____)

On the _____ day of _____, 2014, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory

evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument, he executed the instrument.

Signature and Office of individual taking acknowledgment

State of _____)
) ss.:
County of _____)

On the _____ day of _____, 2014, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument, he executed the instrument.

Signature and Office of individual taking acknowledgment

State of _____)
) ss.:
 County of _____)

On the _____ day of _____, 2014, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument, he executed the instrument.

Signature and Office of individual taking acknowledgment

State of _____)
) ss.:
 County of _____)

On the _____ day of _____, 2014, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same, and that by his signature on the instrument, he executed the instrument.

Signature and Office of individual taking acknowledgment

Exhibit A

Shopping Center Site

Exhibit A-1

That Portion of the Shopping Center Site in which
Sawgrass Mills Phase IV, LLC holds a Leasehold Interest

Exhibit A-2

Parking Deck
Parcels

LEGAL DESCRIPTION
PROPOSED DECK I

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF PARCEL M-1, SAWGRASS MILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, PAGE 13 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING FOR REFERENCE AT THE NORTHWEST CORNER OF PARCEL R-3, SAID PLAT OF SAWGRASS MILLS;

THENCE, BEARING NORTH 04°49'46" EAST, A DISTANCE OF 64.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL M-1;

SAID POINT BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 1,268.00 FEET, A CENTRAL ANGLE OF 11°36'31", A CHORD LENGTH OF 256.47 FEET BEARING NORTH 89°01'30" EAST;
THENCE, EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 256.91 FEET TO A POINT;

THENCE, BEARING NORTH 06°46'45" WEST, A DISTANCE OF 43.87 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING SOUTH 76°35'01" WEST, A DISTANCE OF 128.79 FEET TO A POINT;

THENCE, BEARING NORTH 89°36'05" WEST, A DISTANCE OF 64.03 FEET TO A POINT;

THENCE, BEARING NORTH 82°03'32" WEST, A DISTANCE OF 268.47 FEET TO A POINT;

THENCE, BEARING NORTH 13°24'59" WEST, A DISTANCE OF 20.44 FEET TO A POINT;

THENCE, BEARING SOUTH 76°35'01" WEST, A DISTANCE OF 26.82 FEET TO A POINT;

THENCE, BEARING SOUTH 47°47'53" WEST, A DISTANCE OF 18.46 FEET TO A POINT;

THENCE, BEARING NORTH 42°12'07" WEST, A DISTANCE OF 35.25 FEET TO A POINT;

THENCE, BEARING NORTH 47°47'53" EAST, A DISTANCE OF 21.65 FEET TO A POINT;

THENCE, BEARING NORTH 13°24'59" WEST, A DISTANCE OF 130.62 FEET TO A POINT;

THENCE, BEARING NORTH 15°22'10" EAST, A DISTANCE OF 37.12 FEET TO A POINT;

THENCE, BEARING NORTH 76°35'01" EAST, A DISTANCE OF 23.12 FEET TO A POINT;

THENCE, BEARING NORTH 13°24'59" WEST, A DISTANCE OF 13.92 FEET TO A POINT;

THENCE, BEARING NORTH 76°35'01" EAST, A DISTANCE OF 322.67 FEET TO A POINT;

THENCE, BEARING NORTH 13°24'59" WEST, A DISTANCE OF 23.71 FEET TO A POINT;

THENCE, BEARING NORTH 76°35'01" EAST, A DISTANCE OF 51.00 FEET TO A POINT;

THENCE, BEARING SOUTH 13°24'59" EAST, A DISTANCE OF 23.71 FEET TO A POINT;

THENCE, BEARING NORTH 76°35'01" EAST, A DISTANCE OF 67.33 FEET TO A POINT;

THENCE, BEARING SOUTH 13°24'59" EAST, A DISTANCE OF 343.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 144,156 SQUARE FEET OR 3.31 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

LEGAL DESCRIPTION
FUTURE DECK II

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF PARCEL M-1, SAWGRASS MILLS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 137, PAGE 13 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING FOR REFERENCE AT THE NORTHEAST CORNER OF PARCEL R-8, SAID PLAT OF SAWGRASS MILLS;

THENCE, BEARING NORTH 22°36'35" WEST, A DISTANCE OF 99.50 FEET TO THE POINT AND PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE, BEARING NORTH 54°40'59" WEST, A DISTANCE OF 187.63 FEET TO A POINT;

THENCE, BEARING NORTH 09°40'59" WEST, A DISTANCE OF 111.17 FEET TO A POINT;

THENCE, BEARING NORTH 35°19'01" EAST, A DISTANCE OF 89.39 FEET TO A POINT;

THENCE, BEARING NORTH 54°40'59" WEST, A DISTANCE OF 209.06 FEET TO A POINT;

THENCE, BEARING NORTH 35°10'17" EAST, A DISTANCE OF 264.90 FEET TO A POINT;

THENCE, BEARING SOUTH 54°35'29" EAST, A DISTANCE OF 572.65 FEET TO A POINT;

THENCE, BEARING SOUTH 35°19'01" WEST, A DISTANCE OF 263.99 FEET TO A POINT;

THENCE, BEARING NORTH 54°40'59" WEST, A DISTANCE OF 62.00 FEET TO A POINT;

THENCE, BEARING SOUTH 35°19'01" WEST, A DISTANCE OF 133.31 FEET TO A POINT;

THENCE, BEARING SOUTH 80°19'01" WEST, A DISTANCE OF 49.05 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 198,210 SQUARE FEET OR 4.55 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

Exhibit B

Site Plan

Exhibit C

ATTORNMEN T AGREEMENT

THIS ATTORNMEN T AGREEMENT is made to be effective as of the ____ day of _____, 20__, by the City of Sunrise, Florida (the “City”), a municipal corporation of the State of Florida.

W I T N E S S E T H:

WHEREAS, the City has entered into that certain Easement and Operating Agreement dated _____, 2014 (the “Agreement”) with SUNRISE MILLS (MLP) LIMITED PARTNERSHIP, a limited partnership duly organized and existing under the laws of the District of Columbia, SAWGRASS MILLS PHASE II LIMITED PARTNERSHIP, a limited partnership duly organized and existing under the laws of the State of Delaware, SAWGRASS MILLS PHASE III LIMITED PARTNERSHIP, a limited partnership duly organized and existing under the laws of the State of Delaware, and SAWGRASS MILLS PHASE IV, L.L.C., a limited liability company duly organized and existing under the laws of the State of Delaware, (the “Shopping Center Owners”), and SAWGRASS PARKING DECK, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware, relating to certain parking garages contiguous and adjacent to the Mortgaged Property (as defined below); and

WHEREAS, _____ (the “Mortgagee”) is the owner and holder of that certain mortgage dated _____, encumbering the property described in **Exhibit 1** attached hereto and made a part hereof (the “Mortgaged Property”); and

WHEREAS, the Mortgagee executed that certain Subordination Agreement and Acknowledgment of Special Assessments as of _____; and

WHEREAS, the Mortgagee has become the owner of the Mortgaged Property by foreclosure, conveyance in lieu of foreclosure, or otherwise and has requested the City provide this Attornment Agreement.

[Alternatively **WHEREAS**, _____ has become the Purchaser of the property described in **Exhibit 1** and the Shopping Center owners have requested the City to execute this Attornment Agreement.]

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City agrees as follows:

1. The City will perform and observe its obligations under the Agreement.
2. The City will attorn to and recognize the Mortgagee [Purchaser] as the Shopping Center Owner under the Agreement for as long as the Mortgagee [Purchaser] remains the Shopping Center Owner.

IN WITNESS WHEREOF, the City has entered into this Attornment Agreement by its officers thereunto duly authorized as of the _____ day of _____, _____.

CITY OF SUNRISE, FLORIDA

By: _____
Mayor

Attest: _____
City Clerk