

This instrument prepared by:
Felix M. Lasarte, Esq.
The Lasarte Law Firm
3250 NE 1st Avenue, #334
Miami, FL 33137

(Space Above For Recorder's Use Only)

DECLARATION OF EASEMENTS AND OPERATING AGREEMENT

THIS DECLARATION OF EASEMENTS AND OPERATING AGREEMENT ("Declaration") is made and entered into this 30 day of JUNE, 2016 by **Mario Pino & Maria del Carmen Pino, his wife**, with a mailing address of 5045 NW 79th Avenue, Doral FL 33166 ("Declarant").

A. Declarant is the owner of land more particularly described on Exhibit "A" lying and situated in the City of Doral, Miami-Dade County, Florida (the "Property").

B. The Property is subject to a certain instrument entitled "Covenant Running with the Land in Lieu of Unity of Title" ("Covenant") recorded August 5th, 2016 in Official Records Book 30181 at Page 264 of the Public Records of Miami-Dade County, Florida, which Covenant provides inter alia for the granting and reservation of reciprocal cross-easements on the Property which is required for the further operation and development of the Property under more than one separate ownership.

C. Declarant desires to provide for such cross-easements.

NOW THEREFORE, in consideration of the premises, Declarant hereby declares as follows:

1. **Development of Property; Parking Easement and Covenant.**

(a) Declarant declares that the Property has been fully developed.

(b) Declarant declares and creates for the benefit of current and future owners from time to time of any portion of the Property (collectively "Owners") an easement over such parking areas as are from time to time located on any portion of the Property for the parking of motor vehicles for the Owners, their tenants, customers, licensees, permittees and guests.

2. **Access Easement.** Declarant grants to all other Owners, their successors and assigns, a perpetual, non-exclusive easement over, upon and across any and all (i) sidewalks for pedestrian access and ii) over all streets, roads, driveways, access roads and private ring roads now or hereafter constructed and located on the Property for pedestrian and vehicular ingress and egress (including, but not limited to, garbage collection trucks), subject to such reasonable

limitations as shall be imposed by an Owner of the burdened property (collectively, the "Access Easement"). The Access Easement shall be an easement appurtenant to the ownership of any portion of the Property and shall be for the benefit of the respective Owners of each portion of the Property and each of their successors and/or assigns and their respective invitees, customers, licensees, permittees and guests.

3. **Utility Easement.** Declarant grants to all Owners, their successors and assigns, a perpetual, non-exclusive easement in, to, over, and across all of the areas of the Property, not now or subsequently containing buildings, above ground permanent improvements, free-standing canopies or underground storage tanks and lines, including, but not limited to, all landscaped areas and the Access Easement (collectively, the "Common Areas") for the installation, operation, maintenance, repair, relocation, replacement and removal of utility lines, water and sewer lines, and below ground facilities serving any portion of the Property (the "Utility Easement"). Owners shall have the right to grant easements to utility suppliers to such Common Areas and, to the extent such easements are on the Common Areas on other Owners' portions of the Property, such other Owners shall join in the granting of such easements provided the same is without cost, expense or liability to such joining party. The Utility Easement shall be an easement appurtenant to the ownership of the Property and shall be for the benefit of the Owners and each of their successors and/or assigns, and their respective designated agents. Any Owners installing, operating, maintaining, repairing, relocating, replacing or removing utility lines or facilities on any other Owners' portion of the Property shall repair any damage to such portion of the Property caused by such actions.

4. **Construction Easement.** Subject to the other terms and conditions of this Declaration, Declarant grants to the Owners and all their successors, assigns, a non-exclusive access easement in, to, over, under and across all Common Areas on the granting Party's portion of the Property for (i) temporary access and storage of materials for improvements on the Property and rebuilding of buildings and improvements following fire or other casualty which easement shall terminate upon completion of construction and (ii) the installation, use, maintenance, repair, replacement and removal of any common improvements in connection with the Site Plan, including, but not limited to, footings, supports, foundations, etc. (the "Construction Easement"). The Construction Easement shall be an easement appurtenant to ownership of each portion of the Property and shall be for the benefit of the respective Owners of such portion of the Property and each of their successors and/or assigns, and their respective designated agents. The Construction Easement shall not be deemed to permit any Owners to: (i) block or substantially interfere with access to other Owners' portions of the Property or to any portion of the Property owned by the Owners, (ii) reduce the number of parking spaces on any other Owners' portion of the Property or on any portion of the Property owned by other Owners.

5. **Encroachment Easement.** Declarant grants to the Owners, their successors and assigns, a perpetual easement over, upon and across the Property for encroachments for building overhangs, other overhangs and projections encroaching onto other Owners' portions of the Property from an adjoining parcel to the extent indicated on the Site Plan ("Encroachment Easement"). The Encroachment Easement shall be an easement appurtenant to the ownership of the Property and shall be for the benefit of the Owners and their successors and/or assigns.

6. **Uniform Grading.** Declarant, for itself, its successors and/or assigns, covenants and agrees that the Access Easements now existing or hereinafter constructed on each portion of the Property shall be constructed and maintained in such manner as to meet at equal grades.


7. **Curb Cuts.** Declarant, for itself, its successors and/or assigns, hereby reserves the right to create and/or dedicate, as necessary and appropriate, right of ways and curb cuts for public and/or private use on, over and across the Property.

8. **Run with the Land.** The rights and easements granted and the covenants in this Declaration shall run with the land and shall inure to the benefit of, and be binding upon the Owners and their respective heirs, successors and/or assigns, all persons claiming under them and all Owners. Notwithstanding the foregoing, no tenants, customers, licensees, permittees, guests or invitees shall acquire any enforceable rights under this Declaration.

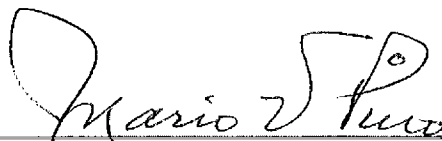
9. **Amendment, Modification or Release.** The provisions of this Declaration shall not be amended, modified, revised or released except by a written agreement executed by all of the Owners of the Property and the Director of the City of Doral Department of Planning and Zoning or such successor executive officer of such department.

- SIGNATURE PAGES FOLLOW -

Witnesses:



Signature
Altamir De La Cruz
Print name

By: 

Mario Pino

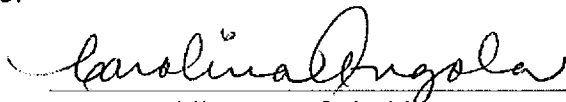
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this 30 day of June, 2016, an officer duly qualified to take acknowledgements, personally appeared Mario Pino who executed the foregoing instrument voluntarily. He is personally known to me and acknowledged that he executed the same for the purposes herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State last aforesaid, this 30 day of June, 2016.



CAROLINA ANGOLA
MY COMMISSION # FF 104005
EXPIRES: March 22, 2018
Bonded Thru Budget Notary Services



Notary Public State of Florida
My Commission Expires:

Witnesses:

Almara Stanford
Signature

ALMARA STANFORD
Print name

By: Maria del C. Pino
Maria del Carmen Pino

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this 30 day of June, 2016, an officer duly qualified to take acknowledgements, personally appeared Maria del Carmen Pino who executed the foregoing instrument voluntarily. She is personally known to me and acknowledged that he executed the same for the purposes herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State last aforesaid, this 30 day of June, 2016.

Carolina Angola
Notary Public State of Florida
My Commission Expires:



EXHIBIT "A "**LEGAL DESCRIPTION**

The South ½ of the South ½ of the South ½ of the Southeast ¼ of the Northeast ¼ of Section 22, Township 53 South, Range 40 East, less the West 35, lying and being in Miami-Dade County, Florida.

Address: 5045 NW 79th Avenue, Miami, Florida 33166

and:

The South ½ of the South ½ of the South ½ of the Southeast ¼ of the Northeast ¼ of Section 22, Township 53 South, Range 40 East, Less the West 35 feet, and the North ½ of the South ½ of the South ½ of the Southeast ¼ of the Northeast ¼ of Section 22, Township 53 South, Range 40 East Less the West 35 feet, lying West of the Westerly Right-of-Way line of the Palmetto By-pass Right-of-Way, Miami-Dade County, Florida.

Address: 5015 Northwest 79th Avenue, Miami, Florida 33166

and:

The North ½ of the South ½ of the South ½ of tile Southeast ¼ of the Northeast ¼ of Section 22, Township 53 South, Range 40 East, less the West 35, lying west of the Palmetto By-Pass Right of Way, lying and being in Miami-Dade County, Florida.

Address: 5095 NW 79th Avenue, Miami, Florida 33166

JOINDER BY MORTGAGEE

The undersigned Ocean Bank, an Florida banking corporation, ("Mortgagee"), under that certain mortgage from Mario Pino and Maria del Carmen Pino, recorded in Official Records Book 17385, Page 3469, as modified in Official Records Book 19943, Page 848; Book 28071, Page 1507; and Book 20871, Page 1507, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the properties described in the legal descriptions attached hereto as Exhibit "A", does hereby acknowledge that the terms of the foregoing Declaration of Easement and Operating Agreement are, and shall be, binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF these presents have been executed this 1st day of MARCH 2016.

Witnesses:

[Signature]

Signature Edema Lopez
Print Name _____

[Signature]

Signature Hilda M. Melka
Print Name _____

OCEAN BANK, a Florida banking corporation

By: [Signature]

Title: SVP

Print Name: Juan A Mendez

Address: 780 NW 42 AVE
MIAMI FL 33126

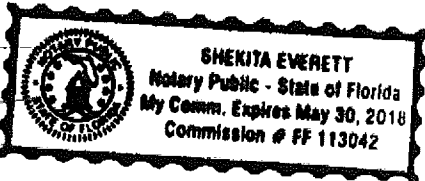
**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this 1 day of March, 2016 by Juan A Mendez the SVP of Ocean Bank on behalf of Ocean Bank. He/She personally known to me or has produced _____, as identification.

Notary Public-State of Florida

[Signature]
Print Name _____

My Commission Expires: _____



OPINION OF TITLE

TO: CITY OF DORAL, a political subdivision of the state of Florida.

With the understanding that this opinion of title is furnished as requested by the City of Doral, Florida, as an inducement to issue a covenant in lieu of a unity of title, it is hereby certified that I (we) have examined the complete Abstract of Title or Title Search Report issued by Attorney's Title Insurance Fund, Inc., dated October 28, 2015, and Updated Title Search dated July 20, 2016 and the following: Title Search covering the period from October 10, 1996 to July 11, 2016 at 11:00 pm. inclusive, of the following described real property:

The North ½ of the South ½ of the South ½ of the Southeast ¼ of the Northeast ¼ of Section 22, Township 53 South, Range 40 East, less the West 35, lying west of the Palmetto By-Pass Right of Way, lying and being in Miami-Dade County, Florida.

Address: 5095 NW 79th Avenue, Miami, Florida 33166

Basing my (our) opinion on said complete abstract or title search report covering said period I (we) am (are) of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in: Mario Pino and Maria Del Carmen Pino, his wife.

Subject to the following liens, encumbrances, and other exceptions:

GENERAL EXCEPTIONS

1. All taxes for the year in which this opinion is rendered, unless noted bellow that such taxes have been paid.
2. Rights of persons other than the above owners who are in possession.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Zoning and other restrictions imposed by governmental authority.
7. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property.
8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

SPECIAL EXCEPTIONS

Roxana Mirabal, P.A.

Page 2 of 3

1. Mortgage to Ocean Bank, mortgagee(s), recorded under O.R. Book 17385, Page 3469, modified under O.R. Book 19943, Page 848; O.R. Book 22195, Page 2354; O.R. Book 28071, Page 1507; O.R. Book 28071, Page 1515, Public Records of Miami-Dade County, Florida.
2. UCC Financing Statement between Mario Pino and Maria Del Carmen Pino and Ocean Bank as recorded in O.R. Book 17385, Page 3479; O.R. Book 19923, Page 3832; O.R. Book 27852, Page 3874, Public Records of Miami-Dade County, Florida.
3. Assignment of Leases, Rents and Profits filed October 10, 1996, in O.R. Book 17385, Page 3481, Public Records of Miami-Dade County, Florida.
4. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded February 23, 2015, under O.R. Book 29510, Page 1840, Public Records of Miami-Dade County, Florida.
5. Taxes and assessments for the year 2015, and thereafter which are not yet due and payable.
6. Unity of Title recorded in O.R. Book 5617, Page 84; O.R. Book 6172, Page 630; O.R. Book 6172, Page 632, as effected by Release record in O.R. Book 20680, Page 1247, Public Records of Miami-Dade County, Florida.
7. Agreement to Connect and Pay a Contribution recorded in O.R. Book 7646, Page 803, Public Records of Miami-Dade County, Florida.
8. Covenant Running with the Land recorded in O.R. Book 12812, Page 2426, Public Records of Miami-Dade County, Florida.
9. Board Order No. 86-07 recorded in O.R. 12840, Page 2838, Public Records of Miami-Dade County, Florida.
10. Covenant Running with the Land recorded in O.R. book 13123, Page 3002, Public Records of Miami-Dade County, Florida.
11. Memorandum Palmetto-Phoenix Farms Sanitary Sewer Improvement Project recorded in O.R. Book 13297, Page 1746, Public Records of Miami-Dade County, Florida.
12. Covenant Running with the Land recorded in O.R. book 13438, Page 2753, Public Records of Miami-Dade County, Florida.
13. All matters contained on the Plat of Right of Way Map NW 79 Avenue, as recorded in Plat Book 124, Page 71, Public Records of Miami-Dade County, Florida.
14. Agreement for Water and Sanitary Sewage Facilities recorded in O.R. Book 19386, Page 2412, Public Records of Miami-Dade County, Florida.
15. Notice of Commencement date July 11, 2016, O.R. Book 30146, Page 1590, public records of Miami-Dade County, Florida.

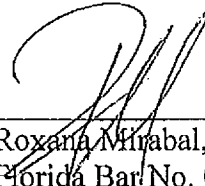
Roxana Mirabal, P.A.

Page 3 of 3

None of the exceptions listed above will restrict the use of the property for the purposes set forth in the covenant and unity of title, as applicable.

I, Roxana Mirabal, Esq., the undersigned, further certify that I am an attorney at law duly admitted to practice in the State of Florida, and I am a member in good standing of the Florida Bar.

Respectfully submitted this 27th day
of July, 2016.



Roxana Mirabal, Esq.
Florida Bar No. 0312400
3650 NW 82 Avenue, PH 505
Miami, Florida 33166

OPINION OF TITLE

TO: CITY OF DORAL, a political subdivision of the state of Florida.

With the understanding that this opinion of title is furnished as requested by the City of Doral, Florida, as an inducement to issue a covenant in lieu of a unity of title, it is hereby certified that I (we) have examined the complete Abstract of Title or Title Search Report issued by Attorney's Title Insurance Fund, Inc., dated October 29, 2015, and Title Search Update dated July 20, 2016, and the following: Title Search good through July 11, 2016 at 11:00 pm. inclusive, of the following described real property:

The South ½ of the South ½ of the South ½ of the Southeast ¼ of the Northeast ¼ of Section 22, Township 53 South, Range 40 East, Less the West 35 feet, and the North ½ of the South ½ of the South ½ of the Southeast ¼ of the Northeast ¼ of Section 22, Township 53 South, Range 40 East Less the West 35 feet, lying West of the Westerly Right-of-Way line of the Palmetto By-pass Right-of-Way, Miami-Dade County, Florida.

Address: 5015 Northwest 79th Avenue, Miami, Florida 33166

Basing my (our) opinion on said complete abstract or title search report covering said period I (we) am (are) of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in: Mario Pino and Maria Del Carmen Pino, his wife.

Subject to the following liens, encumbrances, and other exceptions:

GENERAL EXCEPTIONS

1. All taxes for the year in which this opinion is rendered, unless noted bellow that such taxes have been paid.
2. Rights of persons other than the above owners who are in possession.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Zoning and other restrictions imposed by governmental authority.
7. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property.
8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

SPECIAL EXCEPTIONS

1. Mortgage to Ocean Bank, mortgagee(s), recorded under O.R. Book 17385, Page 3469.
2. Modification of Mortgage recorded in O.R. Book 28071, Page 1507, Public Records of Miami-Dade County, Florida.
3. Cross Default and Cross Collateralization Agreement recorded in OR. Book 28071, Page 1515, Public Records of Miami-Dade County, Florida.
4. Future Advance recorded in O.R. Book 19943, Page 848, Public Records of Miami-Dade County, Florida.
5. Future Advance recorded in O.R. Book 22195, Page 2354, Public Records of Miami-Dade County, Florida.
6. UCC Financing Statement between Mario Pino and Maria Del Carmen Pino and Ocean Bank as recorded in O.R. Book 17385, Page 3479; O.R. Book 19923, Page 3832; O.R. Book 27852, Page 3874, Public Records of Miami-Dade County, Florida.
7. Assignment of Leases, Rents and Profits filed October 10, 1996, in O.R. Book 17385, Page 3481, Public Records of Miami-Dade County, Florida.
8. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded February 23, 2015, under O.R. Book 29510, Page 1840, Public Records of Miami-Dade County, Florida.
9. Notice by Miami Dade County Unsafe Structures Board recorded in O.R. Book 27598, Page 2928, Public Records of Miami-Dade County, Florida.
10. Taxes and assessments for the year 2015, and thereafter which are not yet due and payable.
11. Unity of Title recorded in O.R. Book 5617, Page 84; O.R. Book 6172, Page 630; O.R. Book 6172, Page 632, as effected by Release record in O.R. Book 20680, Page 1247, Public Records of Miami-Dade County, Florida.
12. Agreement to Connect and Pay a Contribution recorded in O.R. Book 7646, Page 803, Public Records of Miami-Dade County, Florida.
13. Covenant Running with the Land recorded in O.R. Book 12812, Page 2426, Public Records of Miami-Dade County, Florida.
14. Board Order No. 86-07 recorded in O.R. 12840, Page 2838, Public Records of Miami-Dade County, Florida.
15. Covenant Running with the Land recorded in O.R. book 13123, Page 3002, Public Records of Miami-Dade County, Florida.
16. Memorandum Palmetto-Phoenix Farms Sanitary Sewer Improvement Project recorded in O.R. Book 13297, Page 1746, Public Records of Miami-Dade County, Florida.

Roxana Mirabal, P.A.

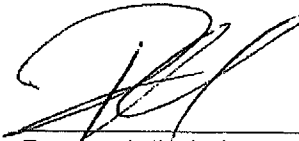
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17. Covenant Running with the Land recorded in O.R. book 13438, Page 2753, Public Records of Miami-Dade County, Florida.
18. All matters contained on the Plat of Right of Way Map NW 79 Avenue, as recorded in Plat Book 124, Page 71, Public Records of Miami-Dade County, Florida.
19. Agreement for Water and Sanitary Sewage Facilities recorded in O.R. Book 19386, Page 2412, Public Records of Miami-Dade County, Florida.
20. Notice of Commencement dated July 11, 2016, recorded in O.R. Book 30146, Page 1590, public records of Miami-Dade County, Florida.
21. Judgment recorded January 27, 2016 recorded in O.R. Book 29940, Page 1593, public records of Miami-Dade County, Florida.
22. Judgment recorded March 8, 2016 in O.R. book 29990, Page 3425, public records of Miami-Dade County, Florida.
23. Judgment recorded March 1, 2016 in O.R. book 29981, Page 3584, public records of Miami-Dade County, Florida.

None of the exceptions listed above will restrict the use of the property for the purposes set forth in the covenant and unity of title, as applicable.

I, Roxana Mirabal, Esq., the undersigned, further certify that I am an attorney at law duly admitted to practice in the State of Florida, and I am a member in good standing of the Florida Bar.

Respectfully submitted this 27th day
of July, 2016.



Roxana Mirabal, Esq.
Florida Bar No. 0312400
3650 NW 82 Avenue, PH 505
Miami, Florida 33166

OPINION OF TITLE

TO: CITY OF DORAL, a political subdivision of the state of Florida.

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Subject to the following liens, encumbrances, and other exceptions:

GENERAL EXCEPTIONS

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6. Zoning and other restrictions imposed by governmental authority.
7. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property.
8. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

SPECIAL EXCEPTIONS

Roxana Mirabal, P.A.

Page 2 of 3

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4. Any lien or claim of lien for services, labor or materials which may take priority over the estate or interest insured by reason of that certain Notice of Commencement recorded February 23, 2015, under O.R. Book 29510, Page 1840, Public Records of Miami-Dade County, Florida.
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8. Covenant Running with the Land recorded in O.R. Book 12812, Page 2426, Public Records of Miami-Dade County, Florida.
9. Board Order No. 86-07 recorded in O.R. 12840, Page 2838, Public Records of Miami-Dade County, Florida.
10. Covenant Running with the Land recorded in O.R. book 13123, Page 3002, Public Records of Miami-Dade County, Florida.
11. Memorandum Palmetto-Phoenix Farms Sanitary Sewer Improvement Project recorded in O.R. Book 13297, Page 1746, Public Records of Miami-Dade County, Florida.
12. Covenant Running with the Land recorded in O.R. book 13438, Page 2753, Public Records of Miami-Dade County, Florida.
13. All matters contained on the Plat of Right of Way Map NW 79 Avenue, as recorded in Plat Book 124, Page 71, Public Records of Miami-Dade County, Florida.
14. Agreement for Water and Sanitary Sewage Facilities recorded in O.R. Book 19386, Page 2412, Public Records of Miami-Dade County, Florida.
15. Lease from Mario Pino and Maria Del C. Pino to Omnipoint Holdings, Inc., recorded December 15, 2005, under O.R. Book 24053, Page 1643, Public Records of Miami-Dade County, Florida.

Roxana Mirabal, P.A.

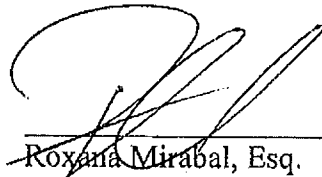
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16. Memorandum of Assignment and Site Lease Agreement from Mobiltie Investments II, LLC to T-Mobile South, LLC, recorded October 11, 2007, under O.R. 25983, Page 2359, Public Records of Miami-Dade County, Florida.
17. Final judgment recorded on March 1, 2016 recorded in O.R. Book 29981, Page 3584, Public Records of Miami-Dade County, Florida.
18. Final judgment recorded June 13, 2016 recorded in O.R. Book 30110, Page 2924, Public Records of Miami-Dade County, Florida.

None of the exceptions listed above will restrict the use of the property for the purposes set forth in the covenant and unity of title, as applicable.

I, Roxana Mirabal, Esq., the undersigned, further certify that I am an attorney at law duly admitted to practice in the State of Florida, and I am a member in good standing of the Florida Bar.

Respectfully submitted this 27th day
of July, 2016.



Roxana Mirabal, Esq.
Florida Bar No. 0312400
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Miami, Florida 33166