

**RESOLUTION No. 22-226**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AND ACCEPTING A GIFT DEED PERPETUAL EASEMENT AND DECLARATION OF RESTRICTIONS AND COVENANTS (CONSERVATION EASEMENT) FROM TRUMP ENDEAVOR 12 LLC, IN FAVOR OF THE CITY OF DORAL FLORIDA (GRANTEE); AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND RECORD THE SAME ALONG WITH A CERTIFICATE OF ACCEPTANCE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Grantor is the owner in fee simple of the property known as “The Blue Monster” one of the legendary golf courses in America, and desires to contribute in perpetuity to the Grantee, for the conservation and public purposes identified herein, this Easement over the Blue Monster; and

**WHEREAS**, the Blue Monster provides a mosaic of open greenspace, strands of forested canopy, and water features tucked away in a rapidly developing region near the southeastern Florida coast; and

**WHEREAS**, according to the Cooperative Land Cover dataset and Miami-Dade property appraiser, the Blue Monster comprises the single largest expanse of contiguous greenspace remaining in the City of Doral; and

**WHEREAS**, as protected by this Easement, the Blue Monster will become the largest privately protected land area allowing public access in Miami-Dade County; and

**WHEREAS**, the Blue Monster provides a scenic view over an iconic landscape for the public, which has access to the property by virtue of the requirements of this Easement, which view includes a variety of landscape features including ponds, lakes, wooded areas, and open spaces, providing relief from the urban density of the

surrounding City of Doral and the larger Miami metropolitan area; and

**WHEREAS**, the Blue Monster provides a valuable stopover site for a suite of migratory birds; and

**WHEREAS**, after review and consideration, the City Council has determined that it is in the best interest of the City and for the common benefit of residents and visitors, to accept the Conservation Easement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are hereby incorporated into this Resolution as set forth herein.

**Section 2. Approval.** The City Council hereby approves the Conservation Easement attached hereto as "Exhibit A," along with any minor, non-substantive changes and modifications to the Amendment to Conservation Easement Offers that may be approved by the City Manager and the City Attorney.

**Section 3. Effective Date.** The City Manager is authorized and directed to take such actions and execute such documents as may be necessary to implement and affect execution, recordation and enforcement of this Resolution and Conservation Easement.

The foregoing Resolution was offered by Councilmember Cabral who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 7 day of December, 2022.



PETE CABRERA, COUNCILMAN

ATTEST:



CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY

# EXHIBITS

Prepared by:  
Timothy Lindstrom, Esq.  
109 Archers Hope Road  
Williamsburg VA, 23185  
VA Bar #13143  
Pursuant to Rule 4-5.5(c)(4)(A)  
of the Rules Regulating the Florida Bar

When Recorded Return To:  
Trump Endeavor 12 LLC  
4400 NW 87th Avenue  
Miami, Florida 33178  
Attention: General Manager

### **DEED OF GIFT CONSERVATION EASEMENT**

**THIS DEED OF GIFT CONSERVATION EASEMENT** (this Easement) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by **TRUMP ENDEAVOR 12 LLC**, a Delaware limited liability company, the address of which is 4400 NW 87th Avenue, Miami, Florida 33178 (“Grantor”), in favor of **THE CITY OF DORAL, FLORIDA**, a political subdivision of the State of Florida, the address of which is 8401 NW 53rd Terrace, Doral, FL 33166 (“Grantee”).

The Grantor and the Grantee are sometimes referred to in this Easement individually as the “Party” or collectively as the “Parties.”

This Easement is granted to, and will be held and administered by, the City of Doral, Florida. Nevertheless, none of the provisions of this Easement shall be deemed to allow a use of, or activity on, the Property (hereinafter defined) that is inconsistent with the policies, ordinances, or regulations of the City of Doral, or any other state or federal law or regulation. In the event of any conflict between a provision of this Easement and the provision of any such ordinances, statutes or regulations, the more restrictive provision shall govern. Notwithstanding the foregoing, no state or federal law, regulation, or ordinance shall be deemed to affect the perpetual duration of this Easement.

### **DEFINITIONS**

For purposes of this Easement, the following terms, when capitalized, shall have the meaning given to them below. Additional definitions are sometimes expressly provided in the body of this Easement. When a term used in this Easement is not expressly defined herein it shall be defined according to the land use ordinances of the City of Doral,

Florida in effect at that time, or if not defined in said ordinances, according to the law governing the interpretation of contracts as applicable in the State of Florida.

- **Act:** Florida Statutes §704.06 authorizing and providing for conservation easements in Florida, pursuant to the authority granted thereby this Easement is conveyed to and accepted by the Grantee.
- **Baseline:** The Baseline Documentation, described in Paragraph 5 below.
- **Building:** An enclosed, roofed, Structure used or intended for supporting, storing, or sheltering materials, equipment, or any use or activity.
- **Building Envelope:** An area designated on an Exhibit to this Easement, and staked on the Property, within which the right construct or locate Structures is Reserved on the Property by this Easement.
- **Code and Regulations:** The Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, respectively, including the comparable provisions of any subsequent revision of the Code and/or Regulations.
- **Currently or Existing:** Current or Existing as of the Effective Date.
- **Day or days:** Calendar Days, not business days.
- **Effective Date:** The date and time that this Easement is first recorded in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.
- **Golf Course Improvements:** Greens, fairways, roughs, sand traps, ponds, tees, cart paths, bathroom facilities, storm and lightening shelters for public protection, lightening warning systems, pump houses, benches, golf ball washers, water fountains, Buildings for the storage of materials, equipment, and utilities necessary for golf course maintenance, irrigation, and other improvements commonly used in connection with the operation of a golf course.
- **Grantee:** The City of Doral, Florida, and its successors and/or assigns in title to this Easement.

• **Grantor:** Trump Endeavor 12 LLC, its invitees, and its successors in title to the Property, any portion thereof, or interest therein, including tenants, lessees, and licensees of the Property, any portion thereof, or interest therein.

• **Ground Area:** The square footage of a Structure, or Improvement (including any combination thereof), as measured at the exterior of the foundation (perimeter load-bearing) walls and/or piers thereof.

• **Improvements:** Man-made additions to the Property and/ or man-made changes in topography, excluding Structures, Roads and Utilities, as defined herein.

• **Indemnified Parties:** The Grantee's officers, employees, council members, and their heirs, successors, and assigns.

• **New:** Occurring after the Effective Date.

• **Paragraph:** The referenced Paragraph or subparagraph, and any and all of the subparagraphs of a Paragraph, if any, unless otherwise specifically stated.

• **Property:** The real property subject to this Easement, a legal description of which is contained in Exhibit A. The Property consists of numerous tracts; however, for all purposes of this Easement the Property shall be considered one (1) parcel.

• **Reserved/Permitted:** A use of the Property that is expressly Reserved by the Grantor as a right under the terms of this Easement, or otherwise Permitted by the terms of this Conservation Easement.

• **Structure:** An assembly of materials forming a construction, including, among other things, Buildings, platforms, observation towers, water tanks, trestles, piers, open sheds, or temporary Structures having no foundation or footing, but excluding Improvements.

• **Temporary Structures:** Structures, such as tents, grandstands, pavilions, and the like that have no permanent foundation.

• **Utility:** A facility for the provision of infrastructure services including wells, water storage tanks and pump houses; septic systems; irrigation systems; electricity, internet, television, and telephone transmission lines; antennas for the transmission and reception of electro-magnetic energy (including, without limitation, lightning warning systems); equipment used to harness natural renewable energy sources, such

as sunlight, wind, water, or biomass; but excluding wind generators, micro-hydro installations, and cell towers.

## RECITALS

**R-1** The Grantor is the owner in fee simple of the Property, and desires to contribute in perpetuity to the Grantee, for the conservation and public purposes identified herein, this Easement over the Property.

**R-2** The Grantee is (i) an incorporated municipality and political subdivision of the State of Florida, and is authorized to accept the donation of conservation easements pursuant to Florida Statutes §166.421; (ii) an eligible holder of conservation easements pursuant to Florida Statutes §704.06(3); (iii) is an “eligible donee” and a “qualified organization” pursuant to §170(h)(3) of the Code; and (iv) is authorized by Doral City Council Resolution # \_\_\_\_\_, to accept this Easement, as acknowledged by the signature of its Mayor below.

**R-3** The Grantee’s acceptance of this Easement is based upon a familiarity with, and rigorous examination of, the Property and its Conservation Values (defined below). The Grantee has thoroughly reviewed this Easement, and the Baseline. The Grantee finds that this Easement will provide a significant public benefit, will provide meaningful access to the general public, will preserve an important tourist attraction to the City of Doral, will preserve an important avian habitat for various threatened, imperiled and endangered species, and will facilitate the long-term planning goals of the City. The Grantee’s acceptance of this Easement also represents a significant commitment by the Grantee to the monitoring and enforcement of the provisions of this Easement, in perpetuity.

**R-4** The Property has been a golf course, known as “The Blue Monster”, since 1960. The course is internationally-known, and is one of the legendary golf courses in America. It has been home to prestigious PGA Tour events for 55 consecutive years, as well as LIV and other professional tournaments. Tiger Woods and Jack Nicklaus have combined to win 6 events on the Blue Monster.

**R-5** The Property is open to club members, and to public use and enjoyment of its scenic views and wildlife (without charge) on a regular basis for hiking, biking, birding, jogging, and golf (on a fee basis); and such future public use will be guaranteed by the terms of this Easement.

**R-6** The Property consists of approximately 184 acres, located in the heart of Miami-Dade County with a rapidly growing population Currently totaling 2.75 million people. The Property adjoins a densely developed area of high-rise condominiums and

commercial buildings, to which it offers a dramatic expanse of open space consisting of fairways, ponds, stands of palm and other native vegetation, and a habitat for numerous species, all of which are available to the pedestrian public on a continuing basis.

**R-7** The Blue Monster provides a mosaic of open greenspace, strands of forested canopy, and water features tucked away in a rapidly developing region near the southeastern Florida coast. According to the Cooperative Land Cover dataset and Miami-Dade property appraiser, the Property is located within the single largest expanse of contiguous greenspace remaining in the City of Doral. As protected by this Easement, the Blue Monster will become the largest privately protected land area allowing public access in Miami-Dade County.

**R-8** This Easement also provides important water resource protection in the heavily developed Southeast Coast-Biscayne Bay watershed and C-6/Miami Canal basin. The Florida Natural Areas Inventory (FNAI) identifies the Blue Monster as a priority area for protecting floodplain and aquifer recharge areas. Additionally, the Property is listed as containing significant, high quality surface waters. Protection of such floodplains is important to minimize local flood damage to promote the health and safety of the public, while protection of such aquifer recharge sites benefit Florida's natural hydrological systems and provide continued water supply for human use.

**R-9** The South Florida Water Management District required a surface water quality assessment of the Property as part of the Environmental Resource Permit conditions in 2015. The results of this assessment found that the mechanical aerators installed within the Blue Monster's water features improved the overall water quality.

**R-10** The Property provides a scenic view over an iconic landscape for the public, which has access to the Property by virtue of the requirements of this Easement, which view includes a variety of landscape features including ponds, lakes, wooded areas, and open spaces, providing relief from the urban density of the surrounding City of Doral and the larger Miami metropolitan area. The Property also provides a scenic view to the public traveling on NW 36th Street and NW 93<sup>rd</sup> Court and, to a lesser extent due to intervening development, on NW 58<sup>th</sup> Street, and NW 87th Avenue.

**R-11** Approximately 7 miles to the east of the Property is the South Florida Water Management District's East Coast Buffer which is directly adjacent to the Florida Fish and Wildlife Conservation Commission's ("FWC") Everglades Wildlife Management Area (WMA). The WMA boundary defines the nearby Florida Ecological Greenways Network (FEGN) priority area and Florida Wildlife Corridor connection. While not directly within a strategic corridor boundary, due to its location within the regional landscape, the Blue Monster provides a valuable stopover site for a suite of migratory birds. According to the Audubon Bird Migration Explorer, the Blue Monster falls within a "high connection" location due to the number of tagged species located and later reencountered at another location. This area has encountered birds from 26 different countries. Most importantly, Audubon's Species Connection Map has documented 214

individually tagged birds from 17 different species traveling from this area of Florida to the northernmost part of Florida.

**R-12** The Property provides habitat for a number of avian species identified for protection by the United States and the State of Florida:

Wood Stork: According to the FWC, the Property is within the core foraging area of several wood stork colonies. The wood stork is listed as an Endangered Species by the U.S. Endangered Species Act (16 U.S.C. § 1531 *et seq.*) and is protected by the U.S. Migratory Bird Act (16 U.S.C. §§ 703-712);

Roseate Spoonbill: Listed as a threatened species pursuant to the Florida Endangered and Threatened Species Act (Florida Statutes § 379.2291), and protected by the U.S. Migratory Bird Act;

Little Blue Heron: Listed as a threatened species pursuant to the Florida Endangered and Threatened Species Act, and protected by the U.S. Migratory Bird Act;

Tricolored Heron: Listed as a threatened species pursuant to the Florida Endangered and Threatened Species Act, and protected by the U.S. Migratory Bird Act;

White Ibis: Listed as a threatened species pursuant to the Florida Endangered and Threatened Species Act, and protected by the U.S. Migratory Bird Act;

Snowy Egret: formerly nearly extinct, included in the FWC's Imperiled Species Management Plan;

Great Egret: formerly nearly extinct, symbol of the National Audubon Society, included in the Florida Imperiled Species Management Plan;

American Coot: population declining, protected by the U.S. Migratory Bird Act;

Anhinga: population declining, protected by the U.S. Migratory Bird Act;

Double-crested Cormorant: protected by the U.S. Migratory Bird Act;

Snail Kite: According to the FWC, the Property is within the U.S. Fish and Wildlife "consultation area" for the snail kite, which is a species designated as Endangered by the U.S. Endangered Species Act;

Florida Bonneted Bat: According to the FWC, the Property is within the U.S. Fish and Wildlife “consultation area” for the bonneted bat, which is a species designated as Endangered by the U.S. Endangered Species Act;

Least Terns, and Black Skimmers: According to the FWC, rooftop nesting least terns and black skimmers (both listed by Florida as threatened) have been documented in 2022 using buildings within one mile of the Property and are believed to forage in lakes located on the Property.

The Property also provides habitat for numerous other species of birds, including Florida mottled duck, blue winged teal, muscovy duck, osprey, red-shouldered hawk, red winged blackbird, kingfisher, bluejay, boat-tailed grackle, fish crow, northern mockingbird, gray catbird, palm warbler, and red-bellied woodpecker.

The tremendous variety of avian species on the Property is most likely due to the fact that it is among the few tracts of habitat remaining undeveloped in the Miami Metropolitan Area. Protection of the Property by this Easement will ensure the continued availability of this important avian habitat.

**R-13** The contribution of this Easement is in furtherance of and pursuant to clearly delineated governmental conservation policies as evidenced by the City of Doral’s acceptance of this Easement, and acceptance of the attendant perpetual obligations to monitor and enforce the terms of this Easement.

**R-14** The contribution of this Easement is also in furtherance of, and pursuant to, the following clearly delineated governmental conservation policies, which further the significant public benefits provided by this Easement:

Local Governmental Policies:

- The long-range plan for the City of Doral dated June 19, 2019 which contains the following policies, objectives and goals, each of which are facilitated by the donation of this Easement:

**CONSERVATION ELEMENT**

**Goal:** Continue to conserve, protect and enhance the natural and environmental resources of Doral to ensure a high quality of life for present and future residents of the City of Doral through prudent management, public education, appropriate

regulations and enforcement, and active partnerships with governmental entities and all other interested parties.”

**Objective 6.2: Air Quality**

Protect air quality in the City from potential degradation by meeting or exceeding current and future state and federal air quality standards.

**Policy 6.2.4:** Utilize standards in the Land Development Code that minimize the generation of excessive dust from construction sites and cleared areas and nuisance odors from industrial and business uses.

**Objective 6.6: Natural Resources**

Appropriately use, protect and conserve native vegetative and other natural resources of the City.

*Evaluation Measure:* City’s adoption of Land Development Code regulations that ensure development and conservation activities shall protect natural resources.

**Policy 6.6.1:** Manage environmentally sensitive natural systems in the City, including, but not limited to, water resources, wetlands, and native habitats of flora and fauna through prudent land use planning and land development regulations.

**Objective 6.7: Plants and Wildlife**

Conserve, appropriately use and protect wildlife and plant species listed as endangered, threatened, or of special concern that inhabit the environments in Doral where possible.

**Policy 6.7.3:** Develop Land Development Code regulations and processing requirements that protect wildlife and vegetative habitats that are endangered, threatened, rare, or of special concern.

**Policy 6.7.5:** Promote public acquisition of wildlife and vegetative habitats that are endangered, threatened, rare, or of special concern; dedication of conservation easements or reservations; and designation of those areas as “Environmentally-Protected Parks” on the Future Land Use Map.

**Objective 6.10: Archaeological and Historic Resources**

Ensure future land development activities incorporate appropriate measures to prevent damage to archaeologically and historically significant resources in Doral to the maximum extent feasible.

[Although the Blue Monster golf course is not a site registered on any state or federal list of historic places, its development at the founding of Doral before it became an incorporated municipality, makes it an “historically significant resource” within the meaning of the Comprehensive Plan, and so that its preservation by this Easement is pursuant to this clearly delineated governmental conservation policy.]

**Policy 6.10.1:** Coordinate with the county, state and federal governments in developing programs for implementing policies and regulations for identifying, preserving, and enhancing any sites of historical and archaeological significance, utilizing available public and private sector resources.

**Policy 6.10.2:** Development activities shall include precautions necessary to prevent adverse impacts to any historic or archaeological sites of significance identified in the future.

**Objective 6.11: Conservation Expansion**

Continually seek public acquisition of additional areas for nature preserves and passive open spaces to expand the opportunities for conservation and increase public appreciation of natural habitats within the community.

*Evaluation Measure #1:* Number of grant applications applied for annually.

*Evaluation Measure #2:* Town participation/interaction with governmental and other not-for-profit organizations to improve and preserve environmental lands.

**Policy 6.11.1:** Pursue all available grant opportunities for preservation of natural areas.

**Policy 6.11.2:** Participate with other entities involved in the improvement and preservation of City ecosystems.

## **PARKS AND RECREATION**

**Goal:** Provide a high quality and diverse system of public parks and recreation sites that meet the needs of existing and future residents and businesses of the City of Doral.

**Policy 7.1.14:** Establish and maintain an inventory of private parks, identifying location, size, facilities and population served.

**Policy 7.2.1:** Increase the amount of multi-purpose trails in the City by 18.5 miles by 2030 through trail development under powerlines and along canal banks, and incrementally reallocating space within roadways from use by motorized vehicles to create shaded and separated pedestrian and bicycling lanes.

**Policy 7.2.2:** As a high-priority, fill gaps in multi-purpose trail connectivity by linking existing parks, high-density residential areas, and areas with limited available parkland.

### **Objective 7.4 Park Land Acquisition**

Acquire land necessary for maintaining the parks and recreation level of service (LOS) standards. The land acquisitions shall be strategically located in order to maximize accessibility to residents served. Development of the acquired sites shall be consistent with specific plans designed to: (1) achieve cost efficiency; (2) fulfill the spatial and functional needs of the intended uses; (3) enhance the appearance of the City; and (4) establish highly visible City focal points which reinforce a sense of community.

*Evaluation Measure:* Number of sites (and acreage) acquired outright or shared that add to or enhance the City's Park, Recreation and Open Space network.

**Policy 7.4.1:** Explore creative opportunities to acquire and 'land bank' needed City Parks acreage for future improvements as recommended by the Parks Master Plan.

**Policy 7.4.4:** The City should examine all possibilities for land acquisition through direct purchase or the implementation of specific regulatory mechanisms including, but not limited to, conservation easements, lease of

private lands, property exchange, lease of private lands, private donation and eminent domain.

**Policy 7.4.5:** Look for opportunities to acquire and preserve any undeveloped natural areas containing native habitat, and to incorporate and/or restore natural areas within existing parks.

State Governmental Conservation Policies:

- Florida Statutes § 379.2291, the “Florida Endangered and Threatened Species Act”; which states

“The Legislature recognizes that the State of Florida harbors a wide diversity of fish and wildlife and that it is the policy of this state to conserve and wisely manage these resources, with particular attention to those species defined by the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, or the United States Department of Interior, or successor agencies, as being endangered or threatened. As Florida has more endangered and threatened species than any other continental state, it is the intent of the Legislature to provide for research and management to conserve and protect these species as a natural resource.”

- Chapter 68A-27 of the Florida Administrative Code, “Rules Relating to Endangered or Threatened Species.”
- Florida Statutes §259.101, the “Florida Preservation 2000 Act”, subsection (d) of which provides for the public acquisition of land and interests in land

“. . . to protect, and preserve open space and recreation properties within urban areas where pristine animal and plant communities no longer exist. These areas are often overlooked in other programs because of their smaller size and proximity to developed property. These smaller parcels are, however, critically important to the quality of life in these urban areas for the residents who live there as well as to the many visitors to the state. The trust shall consider projects submitted by local governments which further the goals, objectives, and policies of the conservation, recreation and open space, or coastal elements of their local comprehensive plans or which serve to conserve natural resources or resolve land use conflicts.”

The private donation of this Easement will facilitate the goals of the Florida Preservation 2000 Act without the necessity for the expenditure of public funds, or public ownership.

- Florida Statutes §259.105, the “Florida Forever Act”, provides, in subsection 12(b):

“The Legislature recognizes that acquisition of lands in fee simple is only one way to achieve the aforementioned goals and encourages the use of less-than-fee interests, other techniques, and the development of creative partnerships between governmental agencies and private landowners. Such partnerships may include those that advance the restoration, enhancement, management, or repopulation of imperiled species habitat on state lands as provided for in subparagraph (a)11. Easements acquired pursuant to s. 570.71(2)(a) and (b), land protection agreements, and nonstate funded tools such as rural land stewardship areas, sector planning, gopher tortoise recipient sites, and mitigation should be used, where appropriate, to bring environmentally sensitive tracts under an acceptable level of protection at a lower financial cost to the public, and to provide private landowners with the opportunity to enjoy and benefit from their property.” \*\*\*

- Florida Statutes §380.012, “The Florida Environmental Land and Water Management Act of 1972,” which provides in §380.021

“It is the legislative intent that, in order to protect the natural resources and environment of this state as provided in s. 7, Art. II of the State Constitution, ensure a water management system that will reverse the deterioration of water quality and provide optimum utilization of our limited water resources, facilitate orderly and well-planned development, and protect the health, welfare, safety, and quality of life of the residents of this state, it is necessary adequately to plan for and guide growth and development within this state. In order to accomplish these purposes, it is necessary that the state establish land and water management policies to guide and coordinate local decisions relating to growth and development; that such state land and water management policies should, to the maximum possible extent, be implemented by local governments through existing processes for the

guidance of growth and development; and that all the existing rights of private property be preserved in accord with the constitutions of this state and of the United States.”

- Florida Statutes §379.2291. the “Florida Endangered and Threatened Species Act,” which provides:

“The Legislature recognizes that the State of Florida harbors a wide diversity of fish and wildlife and that it is the policy of this state to conserve and wisely manage these resources, with particular attention to those species defined by the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, or the United States Department of Interior, or successor agencies, as being endangered or threatened. As Florida has more endangered and threatened species than any other continental state, it is the intent of the Legislature to provide for research and management to conserve and protect these species as a natural resource.

Federal Conservation Policies:

- U.S. Endangered Species Act (16 U.S.C. § 11531, *et seq.*)
- U.S. Migratory Bird Act (16 U.S.C. § 703, *et seq.*)

**R-16** The preservation of the open space represented by the Property by this Easement, pursuant to Regulations §§1.170A-14(d)(1)(iii), will yield a significant public benefit, as required by Regulations §1.170A-14(d)(4)(iv) because (i) the Blue Monster golf course is an iconic, nationally-recognized, and therefore unique asset of the City of Doral; (ii) the Property is surrounded by high-density urban residential and commercial development with substantial additional residential and commercial density planned for property in the immediate vicinity; (iii) as recited above, preservation of the Property is consistent with public policy and programs for conservation in the region; (iv) development of the Property as permitted by Existing land use regulations would eliminate the open space represented by the Property and preclude public use; (v) preservation of the Property will ensure and expand Existing public use and public enjoyment of the Property’s scenic values; and (vi) preservation of the Property will preserve a locally and regionally significant resource that attracts tourism and commerce to the area.

**R-17** The Grantor, as the owner of the Property, has determined that it could convert portions of the Property into a substantial resort development that would preclude public

use of the Property and eliminate the open space and scenic values that will be preserved by this Easement.

**R-19** The Grantor and the Grantee mutually recognize the natural, scenic and special character of the Property and have the common purpose of conserving the natural values and characteristics of the Property described in these Recitals, and in the Baseline; collectively, the “Conservation Values” of the Property.

**R-20** The Grantee has examined and carefully considered the public benefits of the permanent protection of the Property by this Easement and has determined that acceptance of this Easement, and the commitment of its resources to the stewardship of this Easement in perpetuity, is in the best interests of the residents of the City of Doral, the State of Florida, and the United States, and that such preservation will result in a significant public benefit.

**R-21** The Grantor further intends, as owner of the Property, to convey to the Grantee the right to preserve and protect the Conservation Values, and to ensure continued public access, in perpetuity as defined herein.

**R-22** The Grantee agrees, by accepting this grant, to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values for the benefit of the citizens of the City of Doral.

**R-23** This Easement irrevocably and unconditionally conveys a real property interest in the Property to the Grantee, and in exchange the Grantee binds itself to monitor the use of the Property, and to enforce the restrictions on the future use of the Property imposed by this Easement, in perpetuity.

**R-24** The Parties intend that the restrictions on the future use of the Property imposed by this Easement shall run with the land, and bind all future owners of the Property, any portion thereof, or interest therein, and that this Easement shall be enforceable by the Grantee, in perpetuity.

**R-25** The Grantee hereby acknowledges receipt of the donation of this Easement, and states that it has provided no goods or services to the Grantor in exchange for this donation.

### **GRANT OF EASEMENT**

In consideration of the Recitals and the mutual agreements contained in this Easement, the Grantor hereby GIVES, GRANTS and CONVEYS to the Grantee, with

GENERAL WARRANTY OF TITLE, this Easement over and across the Property, pursuant to the Act, for the Conservation Purposes (defined below), and upon the terms described below. This Easement shall be enforceable by the Grantee in perpetuity, and shall bind the Grantor unconditionally and in perpetuity.

The Grantor also gives, grants, and conveys to the Grantee a perpetual right of access from N.W. 41st Street over and across Tracts 52, 53 and 54 (currently providing access and parking for the Trump National Doral resort facilities) of the Florida Fruit Lands Company Subdivision as shown on Plat Book 2, page 17 in the public records of Miami-Dade County (which Tracts are owned by the Grantor) to the Property, and over the roads and pathways located on the Property, solely for purposes of monitoring and enforcing the provisions of this Easement.

### ***EASEMENT TERMS***

#### **1. Conservation Purposes.**

The “Conservation Purposes” of this Easement are (i) to preserve the Conservation Values, and other significant conservation interests (to the extent that it is not necessary to impair such other interests in order to protect the Conservation Values), and (ii) to restrict the use of the Property to those uses that are consistent with such Values and interests.

Included in the Conservation Purposes are (i) the preservation of the Property for outdoor recreation by, or the education of, the general public, within the meaning of paragraph (d)(2) of §1.170A-14 of the Regulations; (ii) the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem, within the meaning of paragraph (d)(3) of §1.170A-14 of the Regulations; (iii) the preservation of open space for the scenic enjoyment of the public yielding a significant public benefit pursuant paragraph (d)(4)(ii) of §1.170A-14 of the Regulations; and (iv) the preservation of open space pursuant to clearly delineated Federal, state, local governmental conservation policies yielding a significant public benefit pursuant to paragraphs (d)(4)(iii) and (iv) of §1.170A-14 of the Regulations.

**2. Reserved and Prohibited Uses.** The following uses and activities (“uses” and “activities” as used in this Easement shall be interchangeable and shall be deemed to have the same meaning), properly undertaken, are consistent with the Conservation Purposes, and are Reserved by the Grantor, subject to the condition, in each case, that such uses shall be undertaken only in a manner that is consistent with the Conservation Purposes, and other specific standards that may be provided in connection with a particular use below. In some cases, the right to undertake a Reserved use is conditioned upon prior

approval from the Grantee, in which cases notice and approval, in accordance with the provisions of Paragraph 6, are required.

2.1. Recreational Use. The Grantor Reserves the rights to use the Property as Currently and historically used (as described in the Recitals) for golfing and for other commercial and non-commercial recreational purposes (for which use the Grantor may impose its own requirements, including fees, subject to the provisions of Paragraph 2.3 below) whether or not in connection with the operation of the adjoining Doral Resort, and for activities, including but not limited to hiking, picnicking, fishing, bird-watching, nature study, and/or other sports for which (a) no unpermitted changes in the Existing topography of the Property, (b) no outdoor lighting, (c) no spectator stands or bleachers, or (d) other permanent improvements, may be provided. Other commercial and non-commercial recreational uses of the Property may be undertaken, provided such uses do not require the installation of permanent Structures, Improvements, or changes in the Existing topography of the Property that would be inconsistent with the Conservation Purposes.

2.2. Public Park Use. In the event that the Property is no longer used as a golf course, or other recreational use Permitted herein, it may be opened to the public as a public park, to be operated and managed by the Grantee or other appropriate government agency, for the uses described in Paragraph 2.1.

2.3. Public Use and Access. The Grantor shall make the Property available to individual members of the general public on a substantial and regular basis (a) free of charge for hiking, biking, jogging, bird and other wildlife observation on designated paths allowing access around the northern and eastern perimeter of the Property and other designated paths throughout the Property; and (b) for golf on a fee basis. The Property shall be open to the public for such uses on a daily basis, except (i) when all or any part of the Blue Monster golf course is closed for golf course maintenance; and (ii) during times when the Blue Monster is used for professional tournament play.

Notwithstanding the foregoing, the Grantor reserves the right to establish reasonable rules for public use of the Property to protect the Conservation Values and golf course features of the Property from degradation, and for public health and safety. Such rules may include reasonable limitations on the numbers of persons on the Property at any one time, and rules to ensure that public use is limited to those activities described in provisos (a) and (b) of this Paragraph. Public access to the Property for purposes of the activities described in proviso (b) of this Paragraph shall be over the access route granted to the Grantee for purposes of monitoring and enforcing this Easement as described in the second Paragraph of the “Grant of

Easement” above, or such other route as the Grantor chooses, provided that such route effectively provides access to the Property for the public.

The Grantor shall allow those persons using the Property for the uses provided for in this Paragraph 2.3 to park in the parking lots located on Tracts 55 and 5652, 53 and 54 (currently providing parking for the Trump National Doral resort facilities) of the Florida Fruit Lands Company Subdivision as shown on Plat Book 2, page 17 in the public records of Miami-Dade County.

2.4. Structures, Building Envelopes and Building Design. The Grantor Reserves the rights to construct, locate, own, use, lease (for use consistent with the provisions of this Easement), maintain, repair, renovate, remove, relocate, expand, replace and reconstruct (collectively for purposes of this Paragraph 2.4, “to use”) Structures and Improvements on the Property, subject to the following provisions:

2.4.1. Golf Course Improvements. The Grantor Reserves the rights to use the Existing Golf Course Improvements on the Property as described in the Baseline, and to reconfigure, renovate, alter, modernize, remove, and/ or replace any and all Existing features of the Existing Golf Course Improvements. The Grantor shall have the same rights with respect to all such New Golf Course Improvements as are reserved by the Grantor hereunder for the Existing Golf Course Improvements.

2.4.2. Building Envelopes. The map attached hereto and made a part hereof as Exhibit B shows the location of five (5) Building Envelopes of one (1) acre each. The corners of the Building Envelopes are identified on Exhibit B through the use of GPS coordinates, and are staked on the ground using permanent markers. The locations, dimensions, and configurations of Building Envelopes may not be changed.

2.4.3. Location Limitations. The Grantor Reserves the right to use Existing Golf Course Improvements in their Current locations as shown in the Baseline; however, any relocation of a Building shall only be to a designated Building Envelope, as provided in Paragraph 2.4.2. New Buildings may only be located within a designated Building Envelope.

2.4.4. Temporary Structures and Sales. The Grantor Reserves the rights to use Temporary Structures on the Property in connection with events, such as golf tournaments, taking place on the Property and to undertake commercial sales in connection with such events. Such Temporary Structures shall be

removed at the conclusion of the events for which they were provided, and the areas occupied by such Structures shall be restored to substantially same condition as existed prior to the location of such Structures.

2.4.5. Building Design and Lighting. No New Building on the Property shall exceed twenty-five (25) feet in height. Building height is the vertical distance between the average finished grade adjoining the Building, and the highest point of the roof for flat roofs; to the deck line of mansard roofs; and to the average height between eaves and the ridge for gable, hip and gambrel roofs, of the Building. Antennas shall not be counted in determining height. Fill that is not necessary to achieve positive drainage or slope stabilization shall not be considered finished grade. The height of Existing Buildings on the Property may not be increased to exceed the height allowed for New Buildings.

All New Buildings, and renovations of Existing Buildings, shall utilize non-reflective, earth-tone materials for exterior surfaces consistent with the general aesthetic of the Existing Buildings in the Doral Resort. For this purpose, windows shall be considered “non-reflective.”

All New external lighting shall be located within a Building Envelope, and all New external lighting and replacements of Existing external lighting shall consist only of ninety-degree (90°) horizontal cutoff downcast fixtures. No light shall be more than eight (8) feet above the ground unless attached to a Reserved Building.

2.4.6. Ground Area Limitation. The aggregate Ground Area of all Buildings on the Property shall not exceed ten thousand (10,000) square feet.

2.5. Utilities. The Grantor Reserves the rights to locate, use, maintain, repair, remove, and/ or relocate, Utilities anywhere on the Property, provided that such Utilities are located within Existing Utility easements or rights-of-way (and are used consistently with the terms of such easements or rights-of-way), or are necessary to serve Structures, Improvements, or uses Reserved on the Property.

Other than Existing Utilities or Utilities to be located within Existing easements or rights of way over which the Grantor has no control, Utilities shall be located underground, except for junction boxes, meters, transformers, and other similar equipment that cannot be located underground. Solar panels, satellite dishes and the like serving Reserved uses and which require no above-ground installation of physical lines or pipes to operate may also be located above ground, but shall be located within a Building Envelope.

The width of land disturbed to install, maintain, repair, replace or relocate Utilities shall be the minimum reasonably necessary, and any area disturbed by such work shall be promptly restored according to the condition of the surrounding undisturbed land.

2.6. Development of Water Resources. To operate, maintain and replace Existing ground water well(s) to serve Reserved uses. The Grantor may install, operate and maintain additional wells, as necessary to serve Reserved uses.

2.7. Roads, Pathways, Bridges, Vehicle Trails, and Parking Areas. The Grantor Reserves the rights to locate, relocate, use, maintain, repair, remove, Existing Roads and Existing bridges, Existing vehicle trails (including golf cart paths), and Existing pedestrian pathways, in their Current locations as documented in the Baseline; and to locate, relocate, use, maintain, repair, remove, and/ or relocate New Roads, New bridges, New vehicle trails (including golf cart paths), and New pathways (including bridle paths), to provide access to Reserved Buildings, for Property maintenance and inspection, for hiking, jogging, golf course use, and/ or horseback riding; provided that the construction of New vehicle trails or pathways shall not result in the removal of trees having a diameter of six (6) inches or more at a height of four (4) feet from the adjoining ground.

The Grantor also Reserves the rights to locate, use, maintain, repair, remove New parking areas, and to expand Existing parking areas as necessary to serve Reserved uses, but only within a Building Envelope. Parking areas may be paved.

Areas disturbed for the construction or relocation of Roads, vehicle trails, and/ or pathways, which areas are not to be permanently occupied by a Road, vehicle trail or pathway, shall be restored to the condition of the surrounding undisturbed land. In the event of the relocation of any Road, vehicle trail or pathway, the area originally occupied by such feature shall be restored to the approximate condition of the surrounding undisturbed land.

Notwithstanding the foregoing, no Road or vehicle trail may be located within, or relocated to, the Natural Areas provided for in Paragraph 2.10.

For purposes of this Paragraph 2.7, the term "Road" shall mean a road not to exceed thirty (30) feet in width that may be paved, or provided with some other all-weather surface; the phrase "vehicle trail" shall mean a one or two-track trail (to

consist of dirt, wood chip, or loose gravel surface) not to exceed fifteen (15) feet in width, and may include paved golf cart paths; the term “pathway” shall mean a grass, dirt, or wood-chip pathway not to exceed ten (10) feet in width for pedestrian and/ or equestrian use.

2.8. *Property Maintenance.* The Grantor shall, in the improvement, alteration, maintenance and operation of the golf course and Golf Course Improvements, use and apply best environmental practices then prevailing in the golf industry, as the same may evolve; but in any event only in a manner consistent with the Conservation Purposes. Maintenance of the Property shall employ organic compounds that are consistent with the Conservation Purposes, in particular the protection of wildlife habitat. Use of non-organic compounds is Permitted as necessary, but shall be consistent with the Conservation Purposes, shall be applied in a manner that is consistent with manufacturer’s directions, and that minimizes chemical run-off into water features on the Property.

2.9. *Certification.* The Grantor shall use its best efforts, will diligently pursue in good faith, and acquire within no more than four (4) years after the Effective Date, and provided that the Property is then still in use as a golf course, certification of the golf course operation on the Property from the Audubon Cooperative Sanctuary Program for Golf, or an equivalent successor program as determined by the Grantee, which ensures sustainable resource management practices for the long-term stewardship of the Property. Whether or not such certification is obtained, Grantor shall comply with the other provisions of this Paragraph 2.9. In lieu of such certification, the Grantor may elect to reasonably comply, within no more than four (4) years from the Effective Date, with recommendations of the Florida Fish and Wildlife Commission contained in the “Habitat Enhancement Options to Improve Wildlife Use of the Trump National Doral Golf Club,” or the “Habitat Management Recommendations,” which are included as Appendix 3 and Appendix 4 of the Baseline.

Prior to such certification and thereafter, to the extent consistent with such certification, and for so long as the Property is in use as a golf course, the Parties agree to refer for the determination of golf course maintenance practices, to standards applied by organizations recognized as reputable in the industry, such as the Golf Course Superintendents Association of America, as such standards may be amended and updated from time to time. By way of example but not limitation, the Parties would refer, in interpretation of this obligation, to the publication “Environmental Principles for Golf Course in the United States” adopted by the Golf Course Superintendents Association of America and other organizations and, as to golf course management practices related to tournament events, to the publication “PGA

Tour Agronomy Tournament Preparation Handbook”, as such publications may be updated from time to time, provided that the foregoing are not inconsistent with the Conservation Purposes.

The Grantor shall maintain current records relating to the maintenance and management of the Property for the purposes of compliance with the other provisions of this Paragraph 2.9, and provide them to the Grantee promptly upon reasonable request.

2.10. Natural Areas. The Grantor agrees to maintain the portions of the Property identified on the map attached as Exhibit C in a natural condition to provide and enhance wildlife habitat and water quality. “Natural condition” shall mean the condition resulting from no use of chemicals, no removal of vegetation except for invasive species, no grooming, and no earth disturbance. Notwithstanding the foregoing, the Grantor may remove dead or fallen trees from the Property, and repair damage resulting from storms.

2.11. Collaboration with State Agencies. The Grantor agrees that it will collaborate with the Florida Fish and Wildlife Conservation Commission and the South Florida Water Management District in the maintenance and use of the Property to further enhance the public benefit generated by the donation of this Easement. Such collaboration shall include a written report provided at least annually, describing the maintenance and use of the Property over the preceding year. The Grantor shall use reasonable efforts to comply with any recommendations from either agency for the maintenance and use of the Property, that are consistent with the Conservation Purposes and with the uses of the Property Reserved in this Easement. This provision shall not be deemed to require the Grantor to incur substantial expense, other than the expense consistent with compliance with the other requirements of this Easement.

2.12. Earth Disturbance and Storage. Areas disturbed for any work on any Building required to be located within a Building Envelope, and all related site work, shall be limited to the Building Envelope where such Building is, or will be, located. Areas disturbed for any such work not occupied by a permanent Structure shall be restored to the approximate condition of the surrounding undisturbed land.

2.13. Temporary Storage of Construction Materials, Construction Debris, and Equipment. The Grantor Reserves the rights to store construction materials and non-garbage, non-toxic construction debris, and to park equipment, within a Building Envelope during periods of Permitted work on the Property. The Grantee may approve other locations for such storage or parking. Areas damaged by any such

storage and/or parking shall be restored to the approximate condition of the surrounding undisturbed land.

2.14. *Use and Parking of Vehicles.* The Grantor Reserves the rights to use motorized vehicles, including golf carts and other recreational and utility vehicles and Property maintenance vehicles on the Property in connection with the other Reserved uses of the Property.

Vehicles may be parked on a permanent, long-term or short-term basis within Buildings and Building Envelopes, and temporarily anywhere on the Property in connection with work and/ or activities expressly Reserved in this Easement.

2.15. *Removal of Vegetation and Introduction of Invasive Exotic Plants.* There shall be no removal, destruction, cutting, trimming, or mowing of any vegetation in the areas identified in Paragraph 2.10. Outside of such areas the Grantor Reserves the rights (i) to maintain the Golf Course Improvements and related grounds; (ii) to remove dead trees that pose a threat of injury to people, domestic animals or Reserved Structures or Reserved Improvements; (iii) to clear vegetation as necessary: (a) to maintain the Golf Course Improvements; (b) for work on Reserved Structures, Reserved Improvements; (c) for the installation of Reserved Utilities; (d) for the construction and maintenance of Reserved Roads, Reserved vehicle trails and Reserved pathways; (e) for fire prevention; (f) to stop the spread of insect infestation or disease; and (g) as necessary to restore and clean storm damage to the Property.

The Grantor shall not, nor allow others to, plant or grow plants: (i) listed by the Florida Exotic Pest Plant Council as Category I (invading and disrupting native plant communities of Florida) or Category II (shown to have a potential to disrupt native plant communities); (ii) listed in Federal Noxious Weed List (7 C.F.R. 360, as may be amended); (iii) listed in the Prohibited Aquatic Weed List (62C-52, F.A.C.); (iv) listed in the State of Florida Noxious Weed List (5B-57, F.A.C.); (v) listed in a successor list to any of the above lists; and (vi) a similar list contained in the Stewardship Plan. Species included in lists identified in provisos (i) through (vi) above shall collectively be considered “Nuisance Exotic Plant Species”.

The Grantor shall to the degree practical, manage and control any occurrence and spread of Nuisance Exotic Plant Species. The Grantor hereby grants to the Grantee the right, in the Grantee’s sole discretion and at the Grantee’s expense, to develop and implement an exotic plant removal plan for the control and eradication of Nuisance Exotic Plant Species on the Property, together with the right of ingress and egress to the Property for the purpose of exercising such right. Under no circumstances, shall

this right conveyed to the Grantee be construed to diminish the Grantor's responsibilities under this Paragraph or as an obligation of the Grantee. The Grantee shall provide the Grantor with at least ten (10) days prior written notice before entry on the Property for such purposes, and such entry shall not interfere with uses of the Property expressly Reserved by the Grantor in this Easement.

2.16. Grading and Filling. The Grantor Reserves the rights to grade, fill, level, berm or ditch on the Property, but only as necessary for uses expressly Reserved in this Easement, including maintenance of Existing ponds and water features and creation and maintenance of New ponds and water features, but not within the natural areas provided for in Paragraph 2.10. Any area disturbed by such work, including any parking or storage of equipment, materials, or debris, shall be promptly restored to a condition roughly equivalent to the surrounding undisturbed land, to the reasonable satisfaction of the Grantee, or to such other condition as the Grantee may approve in writing, upon the completion or non-seasonally related interruption of such work exceeding sixty (60) Days.

2.17. Habitat Enhancement. The Grantor Reserves the rights to engage in management and ecological restoration activities to foster, preserve, protect, and restore the natural, ecological, scenic, wildlife and plant life features and values of the Property.

2.18. Wetlands Restoration and Carbon Sequestration. The Grantor Reserves the right to undertake activities on the Property to maintain, restore or enhance wetlands or streams or restore, enhance, or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, wetland and stream mitigation, nutrient offsets (including re-forestation), biological carbon sequestration and biodiversity mitigation.

2.18.1. Mitigation Easements. The Grantor may grant one (1) or more mitigation easements along streams and over wetlands on the Property ("Mitigation Areas"), and the Grantor or agents of the Grantor may undertake mitigation activities within such Mitigation Areas for the restoration or improvement of streams and wetlands on the Property, and to allow access to such areas across the Property as necessary to conduct such mitigation activities. Mitigation easements and mitigation activities may only be undertaken pursuant to a mitigation plan approved by the United States Army Corps of Engineers, the Florida Department of Environmental Protection, and/ or another comparable governmental agency.

2.18.2. Written Notice Required. The Grantor shall provide written notice to the Grantee prior to the grant of a mitigation easement, which notice shall include a copy of the mitigation easement. The Grantor also agrees to provide written notice to the Grantee prior to commencement of any mitigation activities on the Property and to provide the Grantee with a copy of the mitigation plan, and any amendments thereto, prior to commencement of the mitigation activities, or activities provided for in any amendment of the plan.

2.18.3. Right to Proceeds. The Grantor retains the exclusive and sole rights to any payment for, or other benefits resulting from, the grant of a mitigation easement on the Property and for undertaking of any mitigation activities as Reserved in this Paragraph 2.18.

2.18.4. The Grantee Not Responsible. The Grantee is not responsible for monitoring any mitigation activities provided for in this Paragraph 2.18, and has no obligation to enforce the provisions of any permit(s), restriction(s), or easement(s) therefor, other than the provisions of this Easement.

2.19. Boundary Adjustments. To undertake boundary adjustments of the Property to add land to the Property. However; the right to undertake a boundary adjustment that removes land from the Property and to convey such removed land, may be only be undertaken with prior written approval from the Grantee.

All boundary adjustments, whether adding land to the Property or removing land from the Property, shall be subject to the following provisos: (i) all land subject to this Easement prior to such adjustment shall remain subject to this Easement after the adjustment; (ii) the boundary adjustment may not result in any development that could not occur but for such adjustment; and (iii) the boundary adjustment may not increase the intensity or extent of use of the Property, or any other property, beyond that which could exist without such boundary adjustment.

The Grantor shall notify the Grantee in writing prior to undertaking any boundary adjustment, and shall include with the notice a map showing the Existing and proposed New boundary resulting from the adjustment.

**3. Prohibited Uses.** In general, the Grantor hereby relinquishes, in perpetuity, the right to use the Property in ways that are inconsistent with the Conservation Purposes, and all such uses are prohibited. Specifically, the following uses of the Property are deemed to be inconsistent with the Conservation Purposes, and are prohibited:

3.1. Structures and Improvements. The construction or placement of any Structures or Improvements on the Property, except as expressly Reserved in Paragraph 2.

3.2. Removal of Vegetation. The removal, destruction, or cutting of native vegetation on the Property except as expressly Reserved in Paragraph 2.

3.3. Alteration of Habitat. The alteration of habitat except as expressly Reserved in Paragraph 2.

3.4. Grading and Filling. Grading, filling, and any other alteration of the Existing topography of the Property except as expressly Reserved in Paragraph 2.

3.5. Use of Chemicals. The use of chemicals on the Property except as expressly Reserved in Paragraph 2.

3.6. Roads, etc. The construction of any Roads, vehicle trails, or pathways on the Property except as expressly Reserved in Paragraph 2.

3.7. Use of Vehicles, etc. The non-emergency use of motorized vehicles or aircraft on the Property except as expressly Reserved in Paragraph 2.

3.8. Land Division. The division or *de facto* division of the Property (through sales, partition, long-term leases, or otherwise), including the transfer of any part of the Property separate from the remainder of the Property, except as expressly Reserved in Paragraph 2.19 for boundary adjustments.

3.9. Mining and Mineral Extraction. Mining by strip or surface mining (including the extraction or removal of gravel, peat, muck, marl, limestone, limerock, kaolin, fuller's earth, phosphate, common clays, gravel, shell, sand and similar substances), or any other method, and drilling and exploring for oil and/or gas, the recovery of coal-bed methane, on or under the Property.

3.10. Commercial Use. The construction, location, or operation of any Commercial Buildings, Commercial Structures, Commercial Improvements, or Commercial uses on the Property except as expressly Reserved in Paragraph 2.

3.11. Industrial Use. The construction, location, or operation of any industrial Buildings, industrial Structures, industrial Improvements or industrial uses on the Property.

3.12. *Outdoor Storage and Dumping.* Except as expressly Reserved in Paragraph 2, the outdoor storage of materials, and the long-term parking and/or storage of equipment and/or vehicles (not to preclude temporary parking of vehicles actively engaged in work on the Property), and the dumping, disposal or storage of refuse, trash, toxic or other materials on the Property. This prohibition does not impose liability on the Grantee with respect to the Property, nor shall the Grantee pursuant to this, or any other provision of this Easement, with respect to the Property, be construed as having liability as an “owner or operator” or other “responsible party” within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), or similar federal, state, or local laws.

3.13. *Species Protection.* Actions or activities that may reasonably expected to adversely affect a rare, threatened or endangered species or species of special concern, as such species may be listed by any governmental agency.

#### **4. Rights of the Grantee.**

The affirmative rights conveyed to the Grantee by this Easement include the following:

4.1. *Preservation of Conservation Values in Perpetuity.* To preserve and protect in perpetuity, the Conservation Values, and to advance the Conservation Purposes, subject to the terms of this Easement.

4.2. *Entry for Monitoring and Enforcement.* To enter the Property to monitor the use of the Property and to enforce compliance with the terms of this Easement. The Grantee’s right to enter the Property shall not be exercised in a manner that unreasonably interferes with uses of the Property that are consistent with the terms of this Easement. Prior to any entry upon the Property the Grantee shall give no less than twenty-four (24) hours prior written notice to at least one (1) of the then owners of the Property, or to such owners’ designated agent, subject to the provisions of Paragraph 4.3.

4.3. *Access to the Property Without Notice.* To enter the Property without notice if (i) the Grantee determines that immediate entry on the Property is essential to prevent, or mitigate, a violation, or imminent violation, of this Easement, or (ii) if the then owner of the Property has not provided the Grantee with an address to which such notice can be provided.

However, in the event of entry without notice, the Grantee shall limit its actions to those necessary to mitigate or prevent, said violation or imminent violation. In addition, in the event of entry without notice pursuant to proviso (i) of this Paragraph 4.3, the Grantee shall provide to the Grantor a written explanation of the need for such entry and the actions taken as soon after such entry as reasonably practical.

4.4. *Enjoining Violations, Restoration, Damages, and Costs.* To enjoin any activity on, or use of, the Property that violates, or would violate, the terms of this Easement, and to require the restoration of such areas or features of the Property that have been damaged by any such activity or use, and to seek and recover damages and costs; all pursuant to Paragraph 10 below.

**5. Baseline Documentation.** Baseline Documentation (“Baseline”) describes the Existing condition and character of the Property. The Parties hereby acknowledge the accuracy of the Baseline and they acknowledge receipt of the Baseline prior to the execution of this Easement. The Baseline may be used to monitor compliance with the terms of this Easement and to assist in the enforcement of its terms. However, the Parties shall not be foreclosed from using other relevant evidence to assist in the resolution of any controversy regarding compliance. The Baseline shall be kept among the records of the Grantee.

## **6. Notice and Approval Requirements.**

6.1. *Form of Notice.* Any notices, demands or other communications required or permitted to be given by the terms of this Easement shall be given in writing and shall be delivered (i) in person (such delivery to be evidenced by a signed receipt); (ii) by certified mail, postage prepaid, return receipt requested; (iii) by U.S. Express Mail or commercial overnight courier; (iv) by regular U.S. Mail; (v) by telephone facsimile; or (vi) by electronic mail.

Such notices shall be deemed to have been “given” (i) when actually delivered, in the case of personal delivery; (ii) when delivered as confirmed by an official return receipt if sent by certified mail; (iii) within three (3) business days of deposit with a courier in the case of U.S. Express Mail, or commercial overnight courier; (iv) when actually received, in the case of U.S. Mail; (v) when sent, with a confirmation of delivery if sent by telephone facsimile; or (vi) when received, if sent by electronic mail. Such notices shall be sent to the addresses of the Parties set forth above, or to such other address as a Party may, pursuant to the notice provisions of this Paragraph 6.1, direct, or to the facsimile telephone number or electronic mail address of the Party to whom it is directed.

Notice of change of address shall be effective only when done in accordance with this Paragraph 6.

6.2. Written Notice to the Grantee Required. As required by the provisions of Regulations section 1.170A-14(g)(5)(ii) the Grantor shall notify the Grantee, in writing, before exercising any Reserved right which may have an adverse impact on the conservation interests associated with this Easement, or undertaking any use for which prior permission from the Grantee is expressly required by the terms of this Easement, and obtaining written approval therefor from the Grantee.

6.3. Response by the Grantee. The Grantee shall respond in writing to any request for approval by the Grantor made in compliance with this Paragraph 6 within thirty (30) days of receipt of such request. Unless expressly permitted in writing by the Grantee, the Grantor shall not commence the activity described in the notice. If the Grantee fails to respond to such a request within such period, the Grantor may either deem the request denied, or may re-submit the request to the Grantee. Failure by the Grantee to provide a written response (but not necessarily approval) to such re-submitted request in a manner that is consistent with the other provisions of this Paragraph 6 shall be actionable by the Grantor, in the Grantor's sole discretion.

All activities requiring prior written approval from the Grantee shall be conducted consistently with such approval when granted.

In the event that the Grantee objects to the proposed activity it shall inform the Grantor in writing of the manner, if any, in which the proposed activity can be modified to satisfy such objections. Thereafter, the Grantor may submit a revised proposal satisfying the objections, and the Grantee shall review and respond to such revision in the same manner as to the original notice.

Any discretionary decision by the Grantee pertaining to any use of the Property, including the Grantor's requests for approval of a proposed activity, shall be based upon the Grantee's evaluation of the consistency of the proposed activity or use with the Conservation Purposes, or other terms of this Easement, and/or upon any specific standards provided for herein. The Grantee shall have absolute discretion in objecting to, or approving, any request by the Grantor.

In no event may the Grantee permit any activity on the Property that would be inconsistent with the Conservation Purposes.

6.4. *Content of Notices.* All notices required by this Easement shall be in writing, and shall provide sufficient information, in addition to any information required by other provisions of this Easement, to allow, in the case of notice to the Grantee, the Grantee to determine whether the proposal is consistent with the Conservation Purposes. In the case of notice to the Grantor, the notice shall inform the Grantor of the purpose of the notice, and the provision(s) of this Easement with respect to which the notice has been sent.

## **7. Enforcement of this Easement.**

7.1. *Right to Injunction, etc.* The Parties agree that money damages, or other non-injunctive relief, may not adequately remedy a violation of the terms of this Easement. Therefore, the Parties hereby agree that any violation shall be subject to termination through injunctive proceedings, including the imposition of temporary restraining orders, preliminary injunctions, specific performance, or any other legal means. The Parties also agree that no proof of damages, or the inadequacy of other remedies, shall be required in seeking any such injunctive relief. No bond shall be required to support seeking or granting an injunction.

7.2. *Right to Restoration.* In addition, the Grantee shall have the right to enforce and require the restoration by the Grantor of any, and all, of the Property damaged by activities inconsistent with the Conservation Purposes. Such restoration shall be to the condition that existed on the Effective Date, except for such changes in the Property that have occurred subsequent to the Effective Date which are consistent with the terms of this Easement.

The Parties hereby acknowledge that restoration may require the relocation or removal of Structures or Improvements, regardless of the value of such Structures or Improvements, or the cost of such removal and restoration.

7.3. *Right to Recover Damages.* In the event of a violation of the terms of this Easement, in addition to the other remedies provided for in this Paragraph 7, and any other remedies available in law or equity, the Grantee shall also be entitled to recover all damages necessary to place the Grantee in the same position that it would have been in but for the violation. The Parties agree that in determining such damages the following factors, among others, may be considered (i) the costs of restoration of the Property as provided in Paragraph 7.2 above; (ii) the costs incurred by the Grantee in enforcing this Easement with respect to the violation.

7.4. Costs and Attorney's Fees. In addition to any other damages to which it may be entitled, the Grantee shall be entitled to recover the costs of enforcement of any of the terms of this Easement, including reasonable attorney's fees, expenses and court costs, provided that it is, at least in substantial part, the prevailing party in any such action.

7.5. Right to Proceed Against Third Parties. The Grantee has the right to proceed against any third party or parties whose actions threaten or damage the Conservation Values, including the right to pursue all remedies and damages provided in this Paragraph 7. The Grantor shall cooperate with the Grantee in such proceeding.

7.6. Right to Require Assignment of Trespass Claims. If requested by the Grantee, the Grantor shall assign to the Grantee any cause of action for trespass resulting in damage to the Conservation Values that may be available to the Grantor. The Grantor may condition such assignment to provide for the (i) diligent prosecution of any such action by the Grantee and (ii) division according to the proportionate values determined pursuant to Paragraph 12, between the Grantee and such Grantor of any recovery, over and above the Grantee's attorney's fees and expenses incurred, and costs of restoration of the Property, resulting from such action.

7.7. No Waiver. Failure by the Grantor, for any reason, to exercise the rights granted to it by this Easement, in the event of any violation of its terms, shall not be deemed to be a waiver of the Grantor's rights hereunder as to that, or any subsequent, violation. The Grantee hereby expressly waives any defense of laches, estoppel, or prescription.

7.8. Acts Not Within Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor for any injury to, or change in, the Property, resulting from causes beyond the Grantor's control, including acts of trespassers, the unauthorized wrongful acts of third persons, fire, flood, storm, earth movement, and tree disease, or from any prudent action necessarily taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from any of such causes; provided that the Grantor has (i) taken reasonable measures to protect the Conservation Values in undertaking such actions, and (ii) has taken reasonable measures to prevent damage to the Conservation Values by trespassers and third parties.

## **8. Payment of Costs, Taxes or Assessments.**

8.1. *Payment of Costs of Operation, etc.* The Grantor shall bear all costs of operation, upkeep and maintenance of the Property.

8.2. *Payment of Taxes.* The Grantor shall be responsible for the payment of all real estate taxes or assessments lawfully levied upon the Property and/or upon this Easement, and the Grantee shall have no obligation, or responsibility, for the payment of such taxes or assessments. The Grantee shall have the right to make any payment or to participate in any foreclosure or similar proceeding resulting from any delinquency, as necessary to protect its interest in the Property.

8.3. *Indemnification.* The Grantor shall indemnify the Grantee and the Indemnified Parties from any liability or expenses incurred by the Grantee in connection with the payment of the costs and/or taxes that are the subject of this Paragraph 8.

**9. The Grantor's Continuing Rights.** The Parties acknowledge and agree that the Grantee has neither possessory rights in the Property, nor any right or responsibility to control the use of the Property (except to enforce the restrictions on use of the Property provided for in this Easement, including the provisions for public access and use), nor to maintain, or keep up the Property, and the Parties agree that the Grantor retains all such rights and control exclusively, but subject to the provisions of this Easement.

**10. Limitation on Liability.** A Party's rights and obligations pursuant to this Easement shall terminate upon transfer of that Party's interest in the Easement, or in all of the Property, as the case may be, except that liability for the acts or omissions of such Party during the time that such Party held an interest in the Property shall survive transfer of any interest in the Property with respect to such Party. Notwithstanding the foregoing, the Grantor shall remain responsible for compliance with the provisions of this Easement in the event of a lease of all or any portion of the Property.

**11. Assignment by the Grantee.** The Grantee may assign this Easement to another qualified organization, within the meaning of §170(h)(3) of the Code and the applicable Regulations that has the commitment and resources required by said Code provision, but only if the Grantee conditions such assignment on the requirement that all restrictions and Conservation Purposes set forth in this Easement shall be continued in perpetuity. Such assignment shall be recorded in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida. No other assignment is permitted.

The Grantee shall give thirty (30) Days written notice to the then owner of the Property prior to assigning this Easement. The Grantee shall, whenever reasonably practical, honor such owner's preferences regarding an assignee of this Easement, provided that they are made known to the Grantee within such thirty-Day period, and provided that any suggested assignee meets the other criteria of this Paragraph 11.

**12. The Grantee's Property Right.** The Grantor agrees that the contribution of this Easement gives rise to a property right, vested in the Grantee immediately upon the Effective Date, with a fair market value that is at least equal to the proportionate value that this Easement, on the Effective Date, bears to the value of the Property as a whole at that time. This proportionate value shall remain constant.

**13. Extinguishment.** If an unexpected change in the conditions surrounding the Property subsequent to the Effective Date can make impossible or impractical the continued use of the Property for conservation purposes, the restrictions imposed by this Easement can only be extinguished through a judicial proceeding. In such case, on a subsequent sale, exchange, or involuntary conversion of the Property, the Grantee shall be entitled to a portion of the proceeds at least equal to its proportionate value of the Easement as determined in Paragraph 12. The Grantee shall use any such proceeds in a manner that is consistent with the Conservation Purposes.

The Parties acknowledge that the Property may be significantly more valuable unencumbered by this Easement; that such value may increase over time; that uses Reserved in this Easement may be or become uneconomic; and that surrounding property may change in use and character. Nevertheless, the Parties hereby agree that such changes do not provide grounds for seeking extinguishment of this Easement or any of the provisions of this Easement.

**14. Notice to the Grantee of Property Transfer.**

The Grantor shall provide the Grantee with thirty (30) Days written notice prior to conveying the Property, any portion thereof, or interest therein. The notice shall include the name and address of the transferee. Failure to provide this notice shall not in any way affect the validity or enforceability of this Easement against any subsequent owner of the Property, or the validity of the conveyance.

## **15. Access and Control of Trespass.**

Except as expressly provided in Paragraphs 2.2 and 2.3, nothing contained in this Easement shall be construed to give the public any right of access to, or use of, the Property, and the Grantor Reserves the right to post the Property against trespassing, and to prosecute trespassers, subject to the provisions of Paragraph 7.6 above. None of the Parties hereto intend by the grant and acceptance of this Easement to create any form of trust, including a charitable trust.

## **16. Miscellaneous Provisions.**

16.1. *Severability.* If any provisions of this Easement, or the application thereof, to any person, or circumstance, are found to be invalid, the remainder of this Easement, and the application of such provisions to such persons, or circumstances, shall not be affected.

16.2. *Recordation.* This Easement shall be recorded in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida, and may be re-recorded at any time by either Party.

16.3. *Reference to Easement Required.* Reference to this Easement shall be made in a separate paragraph of any subsequent deed, or other legal instrument, by which any portion of, or any interest in (including a leasehold interest) the Property is conveyed. Such reference shall include the recording data pertaining to this Easement. Failure to provide this reference shall not in any way affect the validity or enforceability of this Easement against any subsequent owner of the Property, or the validity of such conveyance.

16.4. *Construction.* Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to advance the Conservation Purposes. If any provision of this Easement is found to be ambiguous, an interpretation that best advances the Conservation Purposes shall be favored over any other interpretation.

In the event that any provision of this Easement regarding a use of, or activity on, the Property, is asserted to be ambiguous by either Party, such provision shall be construed as prohibiting such use or activity, unless such use or activity is essential to the protection of one or more Conservation Values.

The Grantor and the Grantee intend that the contribution of this Easement qualify as a “qualified conservation contribution,” as that term is defined in §170(h)(1) of the Code and §1.170A-14(a) of the Regulations, and the restrictions and other provisions of this Easement shall be construed and applied in a manner that is consistent with the requirements of those provisions of the Code and Regulations.

Neither Party shall be deemed the draftsman of this Easement, both having had the advice of legal counsel in the preparation hereof.

16.5. *Venue and Jurisdiction.* The Parties agree that venue and jurisdiction for the trial of any dispute between them or any third party relating to the enforcement or violation of any of the terms of this Easement shall be the Circuit Court of Miami-Dade County, Florida, and no proceeding shall be initiated in any other court, except for appeals from the decision of said court.

16.6. *Extinguishment of Development Rights.* All current and future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property, except as specifically Reserved by the Grantor in this Easement, are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements, under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights or density credits shall be transferred to any other property pursuant to a transferable development rights program or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred onto the Property from other property.

As an elaboration, but not a limitation, of the foregoing, for purposes of this Paragraph 16.6, the Property shall be considered to be non-existent for purposes of all development rights and/or development potential, or calculations pertaining thereto, of any and every nature, except as expressly Reserved by the Grantor in this Easement.

16.7. *Relation to Governmental Land Use Regulations.* This Easement does not permit any use of the Property which is otherwise prohibited by federal, state, or local law, ordinance, or regulation.

16.8. Merger. The Grantor and the Grantee agree that in the event that the Grantee acquires a fee interest in the Property or any portion thereof, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.

16.9. Tax Matters. The Parties agree and understand that any value of this Easement claimed for tax purposes as a charitable contribution must be fully and accurately substantiated by a qualified appraisal as defined in §1.170A-13(c)(3) of the Regulations, from a qualified appraiser as defined in §1.170A-13(c)(5) of the Regulations, and that such appraisal is subject to review, audit and challenge by all appropriate tax authorities. The Grantee agrees that it will sign a properly completed Form 8283 signed by a qualified appraiser when presented with such completed Form by the Grantor.

16.10. Acknowledgement of Contribution. By its execution hereof, the Grantee acknowledges and confirms receipt of the contribution of this Easement from the Grantor, and further acknowledges that the Grantee has not provided any goods or services to the Grantor in consideration of the contribution of this Easement.

16.11. Amendment. The Grantee and the Grantor may amend this Easement to enhance the Conservation Values, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) permit development, improvements, or uses prohibited by this Easement on the Effective Date, (iii) conflict with or be contrary to or inconsistent with the Conservation Purposes, (iv) reduce the protection of the Conservation Values, (v) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land", (vi) affect the status of any Grantee as a "qualified organization" or "eligible donee", or (vii) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by the Grantee and the Grantor and recorded in the Office of the Circuit Court of Miami-Dade County, Florida.

16.12. Counterparts. This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered, shall be deemed to be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the Parties shall not affect the validity of this Easement.

**17. Subordination.** AXOS Bank is the assignee of a certain Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement, dated July 11, 2012 made

by Grantor in favor of Deutsche Bank Trust Company Americas, and recorded on June 12, 2012 in Book 28147, page 131 of the Public Records of Miami-Dade County, Florida, which “Assignment of Mortgage and Promissory Notes” was recorded among said Public Records as CFN: 20220435176 in Book 33212, Page 3586 on May 27, 2022. AXOS Bank hereby consents to the terms, conditions, and restrictions of this Easement, agrees that the lien represented by the Mortgage of which it is the assignee shall be held subject to this Easement and to all of the Grantee’s rights hereunder, and joins in this Easement to give effect to the subordination of the Mortgage to this Easement and to all of the Grantee’s rights hereunder, and to the continuing validity and perpetually binding nature of this Easement. This Easement shall run with the land and remain in full force and effect as if it were executed, delivered, and recorded prior to the execution, delivery and recordation of such Mortgage.

WITNESS the signatures beginning on the following page:

DRAFT

Counter-part Signature Page One of Three

**TRUMP ENDEAVOR 12, LLC**, a Delaware limited liability company, Grantor

By: \_\_\_\_\_ (SEAL)  
Donald J. Trump, Jr. President

\_\_\_\_\_  
\_\_\_\_\_, Witness

\_\_\_\_\_  
\_\_\_\_\_, Witness

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by Donald J. Trump, Jr. as President of **TRUMP ENDEAVOR 12, LLC**, who has produced his/ her driver's license as identification.

Notary Public - State of \_\_\_\_\_

Sign: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

*Print Name:* \_\_\_\_\_

SEAL \_\_\_\_\_

Counter-part Signature Page Two of Three

Accepted:

**CITY OF DORAL, FLORIDA**, Grantee

By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_, Its \_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, on behalf of the City of Doral, Florida, who has produced his/ her driver's license as identification.

Notary Public - State of Florida      Sign: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_      *Print Name:* \_\_\_\_\_

SEAL \_\_\_\_\_

Counter-part Signature Page Three of Three

**AXOS BANK** a federally chartered savings association,  
Lender

By: \_\_\_\_\_ (SEAL)  
\_\_\_\_\_, Its \_\_\_\_\_

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, on behalf of AXOS Bank, who has produced his/ her driver's license as identification.

Notary Public - State of \_\_\_\_\_ Sign: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_ *Print Name:* \_\_\_\_\_

SEAL \_\_\_\_\_

## EXHIBIT A - LEGAL DESCRIPTION

A portion of land lying in Section 21, Township 53 South, Range 40 East, of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of Said Section 21; thence S01°43'19"E, along the East line of Said Section 21, for 330.62 feet; thence S89°31'53"W for 250.06 feet, to the POINT OF BEGINNING of the herein described parcel;  
 thence S01°42'56"E, for a distance of 2278.09 feet; thence S89°31'05"W, for a distance of 249.11 feet; thence N45°01'17"W, for a distance of 41.33 feet; thence N75°50'55"W, for a distance of 90.96 feet; thence S61°03'02"W, for a distance of 93.93 feet; thence S33°36'54"E, for a distance of 170.99 feet; thence S05°41'11"E, for a distance of 534.60 feet; thence S 00°15'18" E, for a distance of 253.96 feet; thence S32°37'40"W, for a distance of 628.17 feet; thence N76°41'09"W, for a distance of 190.78 feet; thence S31°24'19"W, for a distance of 299.03 feet; thence N53°22'52"W, for a distance of 316.28 feet; thence N69°53'32"W, for a distance of 152.79 feet; thence N34°21'30"W, for a distance of 260.13 feet; thence N44°31'10"W, for a distance of 193.55 feet; thence N33°57'57"W, for a distance of 374.54 feet; thence N44°35'51"W, for a distance of 179.60 feet; thence N 19°16'11" W, for a distance of 282.13 feet; thence N13°53'43"W, for a distance of 112.70 feet; thence N20°11'17"W, for a distance of 104.72 feet; thence N52°13'09"W, for a distance of 56.12 feet; thence N31°58'48"W, for a distance of 220.50 feet; thence N42°40'55"W, for a distance of 159.05 feet; thence N11°31'43"W, for a distance of 376.75 feet; thence N55°21'31"W, for a distance of 254.25 feet; thence N41°56'36"W, for a distance of 226.40 feet; thence N11°27'05"W, for a distance of 346.25 feet; thence N21°19'54"E, for a distance of 391.97 feet; thence N32°48'06"E, for a distance of 164.76 feet; thence N 19°21'18" E, for a distance of 233.19 feet; thence N89°31'49"E, for a distance of 163.05 feet; thence N31°13'25"E, for a distance of 389.14 feet; thence N89°31'53"E, for a distance of 786.76 feet; thence S 65°06'07" E, for a distance of 456.34 feet; thence N35°49'36"E, for a distance of 242.56 feet; thence N89°31'53"E, for a distance of 840.44 feet to the Point of Beginning.

Containing 8,015,120 Square Feet or 184.0 Acres, more or less, by calculations.

REVISIONS

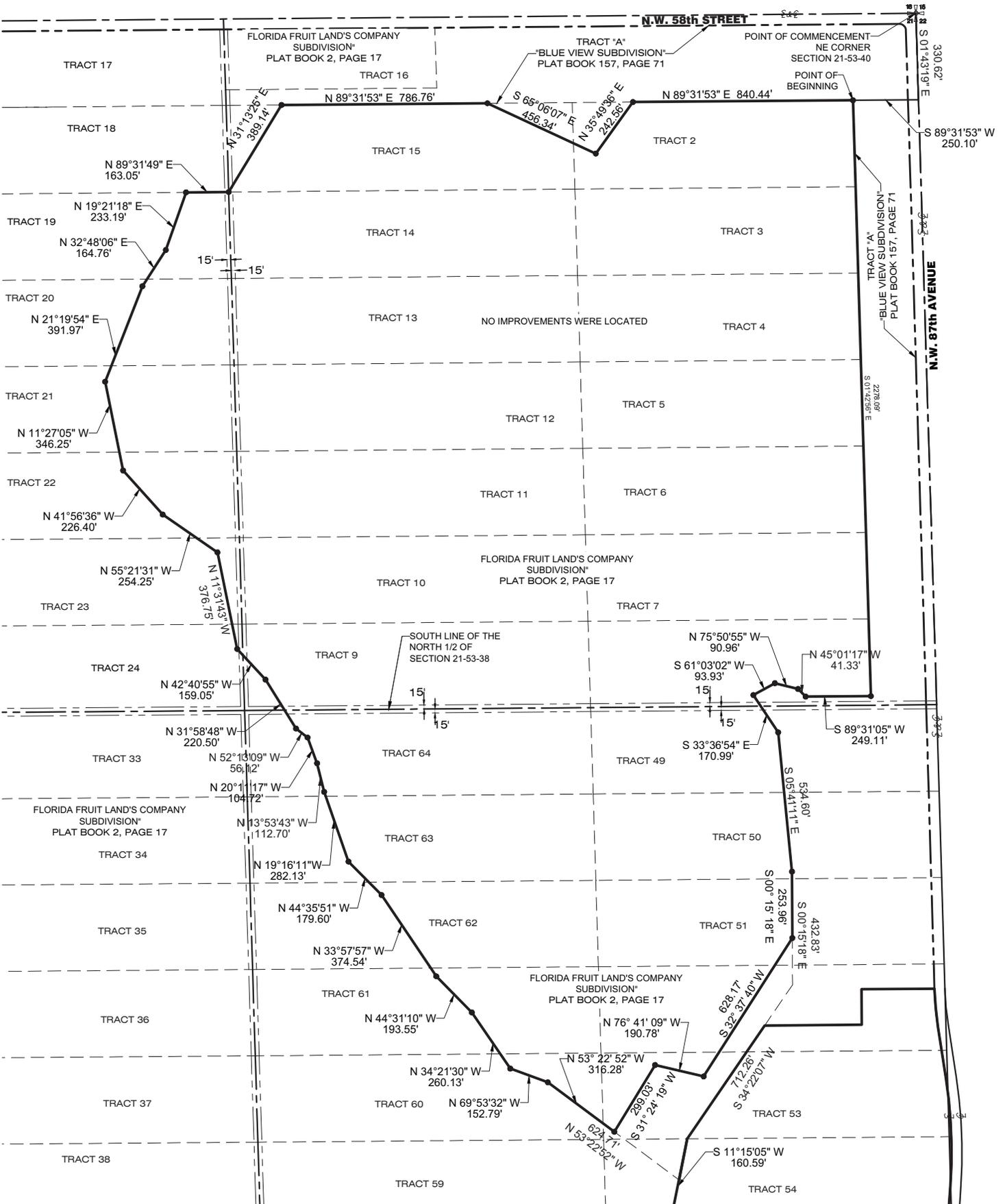
**BLUE MONSTER EXHIBITS**  
**Client: DORAL RESORT & SPA**  
**Address: 4400 NW 87 Avenue**  
**Doral, Florida 33178**



**HADONNE**  
CORP. LB7097  
 PROFESSIONAL LAND SURVEYORS AND MAPPERS  
 1985 NW 88th COURT, SUITE 101, DORAL, FL 33172  
 Phone: 305.266.1188 Fax: 305.207.6845

Job No.: 12024  
 Scale: As shown  
 DRAWN: RI  
 REVIEWED: JS  
 SHEETS : 1/5

# EXHIBIT A-1 - BOUNDARY



REVISIONS

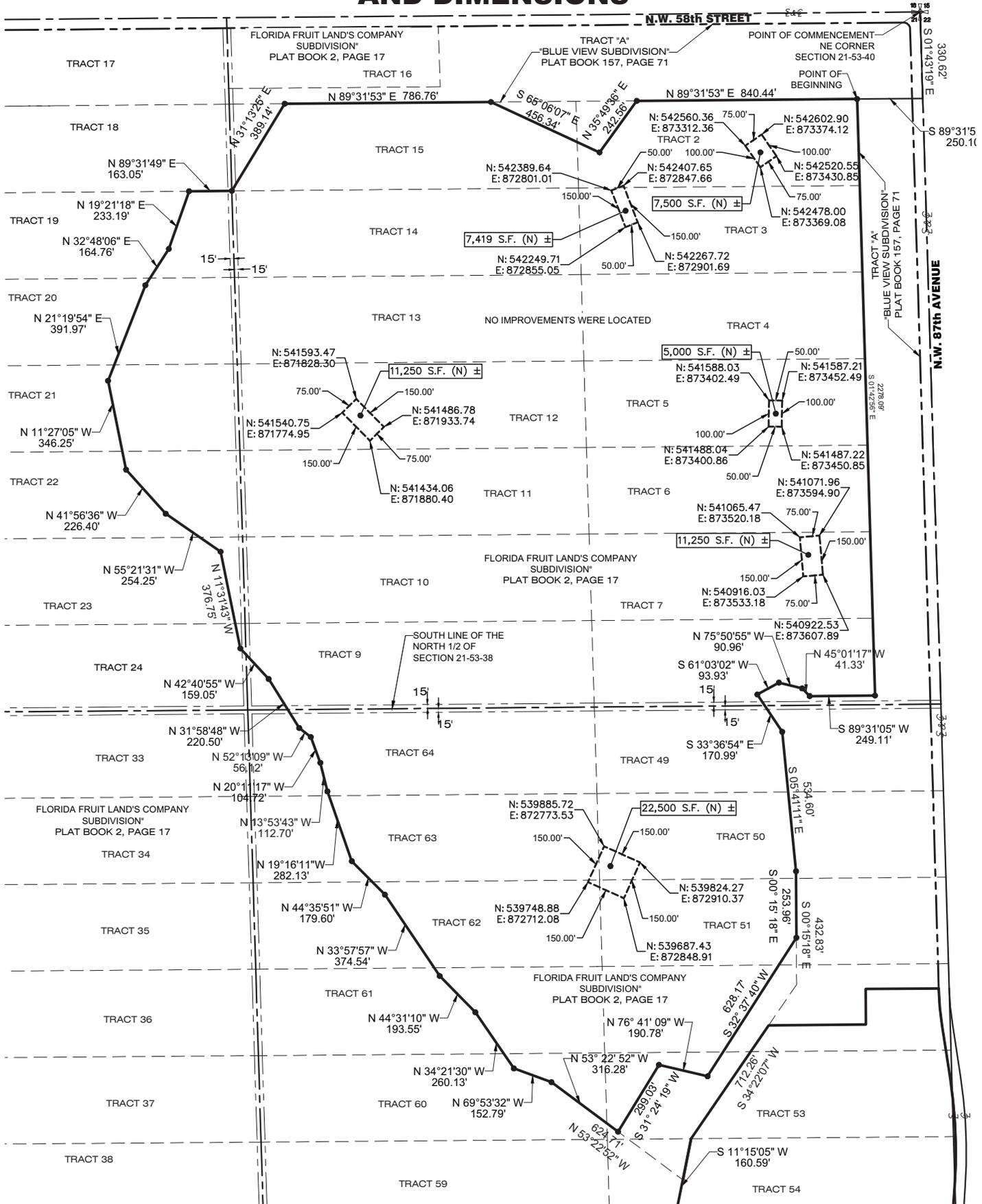
**BLUE MONSTER EXHIBITS**  
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 Phone: 305.266.1188 Fax: 305.207.6845

Job No.: 12024  
 Scale: As shown  
 DRAWN: RI  
 REVIEWED: JS  
 SHEETS : 2/5

# EXHIBIT B - BUILDING ENVELOPE LOCATIONS AND DIMENSIONS



REVISIONS

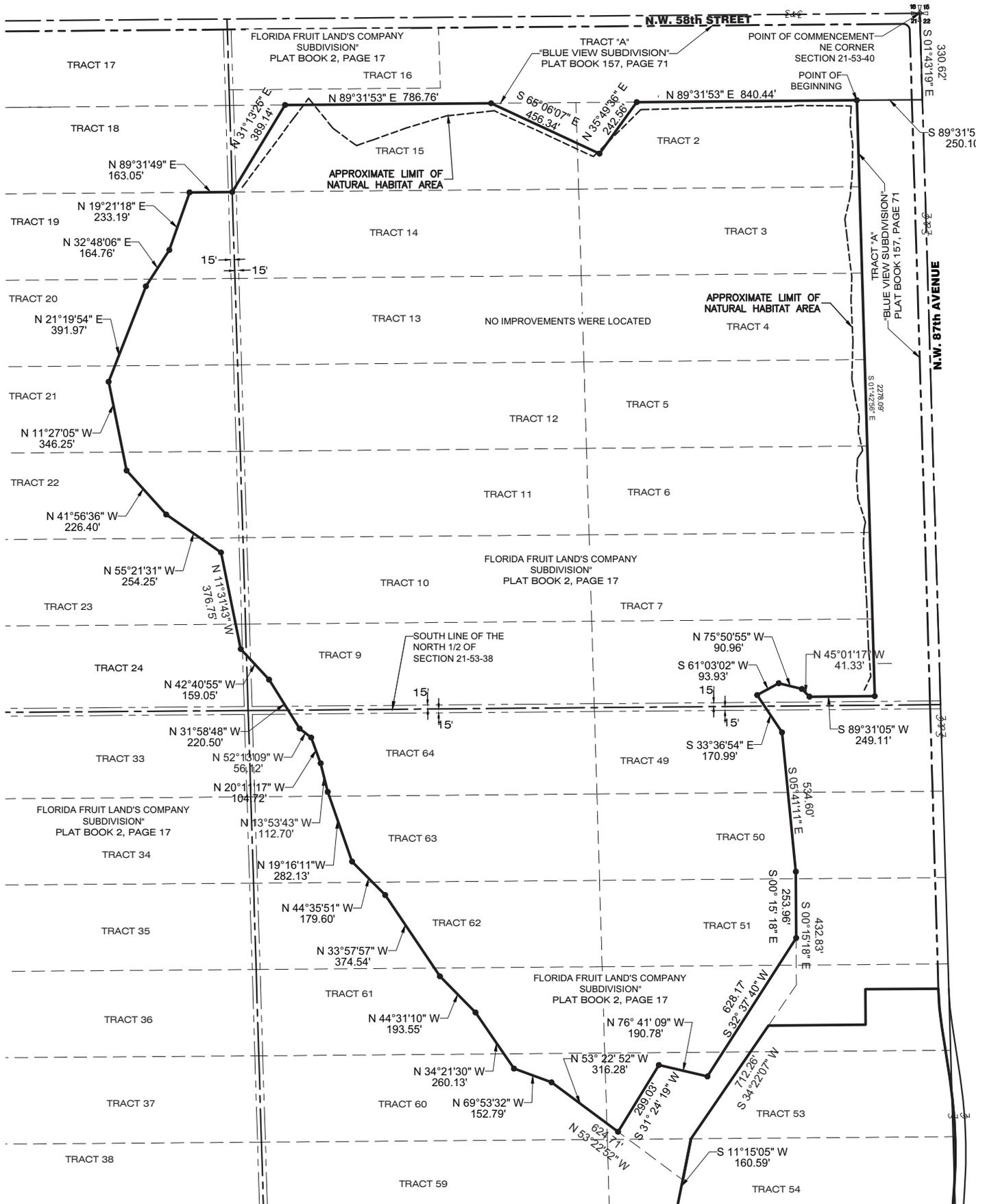
**BLUE MONSTER EXHIBITS**  
**Client: DORAL RESORT & SPA**  
**Address: 4400 NW 87 Avenue**  
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Job No.: 12024  
 Scale: As shown  
 DRAWN: RI  
 REVIEWED: JS  
 SHEETS : 3/5

# EXHIBIT C - LOCATION OF NATURAL AREAS



REVISIONS

**BLUE MONSTER EXHIBITS**  
**Client: DORAL RESORT & SPA**  
**Address: 4400 NW 87 Avenue**  
**Doral, Florida 33178**



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Job No.: 12024  
 Scale: As shown  
 DRAWN: RI  
 REVIEWED: JS  
 SHEETS : 4/5

# EXHIBIT A - SURVEY NOTES & CERTIFICATION

## SOURCES OF DATA:

The Legal Description was generated from the Plat of "FLORIDA FRUIT LAND'S COMPANY SUBDIVISION" as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida.

Bearings as shown hereon are based upon the centerline of Doral Boulevard of the with an assumed bearing of N81°01'35"W, said line to be considered a well established and monumented line.

## EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than those appeared on the underlying Plat of record. Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

## LIMITATIONS:

Since no other information were furnished other than that is cited in the Sources of Data , the Client is hereby advised that there may legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear. This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

## SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

By: \_\_\_\_\_  
**Abraham Hadad, PSM**  
For The Firm  
Professional Surveyor and Mapper LS6006  
HADONNE CORP.  
Certificate of Authorization LB7097  
Date: 11-29-2022

NOTICE: Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 5J-17.051 of the Florida Administrative Code.

REVISIONS

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