

This instrument was prepared by:

Name: Stanley B. Price, Esq.
Address: Bilzin Sumberg
1450 Brickell Avenue, Suite 2300
Miami, FL 33131

(Space reserved for Clerk)

COVENANT RUNNING WITH THE LAND

This Covenant Running with the Land ("**Covenant**") is made and entered into this 31 day of October, 2019, by DORAL COURT PLAZA, LLC, a Florida limited liability company (the "**Owner**"), with an address of 950 Jefferson Street, Hollywood, Florida 33019.

WHEREAS, Owner holds the fee simple title to the land in the City of Doral, Florida, described in Exhibit "A," attached hereto and made a part hereof (the "**Property**").

WHEREAS, Owner received approval of a change in the zoning district and change in the comprehensive plan designation for the Property from the City of Doral on September 25, 2019 (collectively the "**Approvals**").

WHEREAS, the Property is currently developed with commercial uses,

WHEREAS, Owner does not seek to develop the Property at this time, and does not seek any development approvals from the City of Doral in addition to the Approvals.

WHEREAS, in the event Owner may wish to develop the Property in the future, this Covenant is executed in order to assure the City of Doral that at that time, Owner will proceed with all of the development approval processes required by the City of Doral Land Development Code,

WHEREAS, Owner is executing this Covenant to assure the City of Doral that the development will not violate the City of Doral Land Development Code when it is so developed.

NOW THEREFORE, in consideration of the premises, Owner hereby freely, voluntarily, and without duress agree as follows:

1. This Covenant on the part of the Owner shall constitute a covenant running with the land and will be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the heirs,

- successors, and assigns of the respective parties hereto, until such time as the same is released in writing as hereinafter provided.
2. Owner will not develop, enlarge or otherwise add buildable square footage to the Property for a period of 48 months following the Approvals date (i.e. not before September 25, 2023), unless released earlier in writing by the Director of the City of Doral Planning and Zoning Department or his/her successor, acting for and on behalf of the City of Doral ("Restriction Period").
 3. At the time Owner decides to develop, enlarge or otherwise add buildable square footage to the Property, Owner will proceed pursuant to the requirements of the City of Doral Land Development Code. Any subsequent approval by the City of Doral relating to the development, enlargement, or other addition of buildable square footage to the Property pursuant to the City of Doral Land Development Code shall render this Covenant null and void.
 4. Owner, its mortgagees, and, in the event additional multiple ownerships exist or are created subsequent to the Approvals, then each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this Covenant.
 5. The provisions of this Covenant shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect until the expiration of the Restriction Period.
 6. The provisions of this Covenant may be released, amended, or modified from time to time by recorded instrument executed by the then owners of the Property, or, failing that, the written consent of the then owners, and so long as the same is also approved by the Director of the City of Doral Planning and Zoning Department or her/his successor. Should this Covenant be so released, amended or modified, the Director of the City of Doral Planning and Zoning Department or her/his successor, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.
 7. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Covenant shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney, including on appeal. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
 8. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
 9. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Covenant Running with the Land Page 3

10. In the event of a violation of this Covenant, in addition to any other remedies available, the City of Doral is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Covenant is complied with.
11. As used in this instrument "**Owner**" shall mean at any point in time the then owner of all or any portion of the Property. Upon any conveyance or transfer, the transferor shall cease to be Owner and the transferee shall become Owner as to the parcel conveyed or transferred.

[Execution Pages Follow]

CONSENT OF CITY OF DORAL

The foregoing Declaration of Restrictive Covenant Running with the Land is accepted by the City of Doral.

Signed, witnesses, executed and acknowledged at Doral, Florida, on this 31 day of October, 2019.

Witnesses:

Michael P. Ferrera
Signature

Michael P. Ferrera
Print Name

Elizabeth Alvarez Alvarez
Signature

Elizabeth Alvarez
Print Name

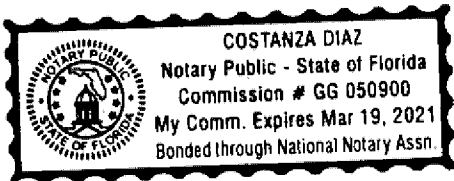
CITY OF DORAL
PLANNING & ZONING DEPT.

By: Alexander Adams
Alexander Adams, AICP, CFM
Planning and Zoning Director

Approved as to legal sufficiency:
Luis Figueredo
Luis Figueredo, City Attorney

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this 31 day of October 2019, before me personally appeared Alexander Adams, AICP, CFM, personally known to me as the Director of the City of Doral Planning and Zoning Department, who is described herein and who executed the foregoing instrument, and he did acknowledge to me the execution thereof for the uses and purpose mentioned and his capacity as Director of the City of Doral Planning and Zoning Department.



Costanza Diaz
Notary Public

My Commission Expires:
3/19/21

Costanza Diaz
Print Name

LEGAL DESCRIPTION**PARCEL "B":**

A portion of the West 847.72 feet of Tracts 29 and 30, of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, in Section 27, Township 53 South, Range 40 East, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract 30; thence North 89'58'53" East along the North line of said Tract 30 for a distance of 609.88 feet; thence South 00'21'28" East for a distance of 55.00 feet to a point lying on the South right of way line of N.W. 36th Street and the Point of Beginning of the herein described parcel of land; thence North 89'58'15" East along said right of way for a distance of 239.71 feet; thence South 01'50'30" East for a distance of 297.24 feet; thence South 89'58'15" West for a distance of 247.41 feet; thence North 00'21'28" West for a distance of 297.14 feet to the Point of Beginning.

Containing 72,365 square feet or 1.661 acres more or less.

TOGETHER WITH**CASTER PARCEL:**

A portion of the West 847.72 feet of Tracts 29 and 30, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, in Section 27, Township 53 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract 30; then North 89'58'53" East along the North line of said Tract 30 for a distance of 609.88 feet; thence South 00'21'28" East for a distance of 55.00 feet to a point lying on the South right of way line of N.W. 36th Street (Doral Boulevard) and the Point of Beginning of the herein described parcel of land; thence continue South 00'21'28" East along the West line of the lands described in Partial Release of Unities of Title recorded in Official Records Book 22183, Page 4630, of the Public Records of Miami-Dade County, Florida, for a distance of 297.14 feet; thence South 89'58'15" West, along the Westerly prolongation of the South line of the lands described in said Partial Release of Unities of Title, for a distance of 42.00 feet; thence North 00'21'28" West for a distance of 297.15 feet; thence North 89'58'53" East, along the South right of way line of N.W. 36th Street (Doral Boulevard), for a distance of 42.00 feet to the Point of Beginning.

Containing 12,480 square feet or 0.29 acres more or less.

EASEMENT ESTATE:

Together with a non exclusive easement for access and utilities more particularly described in the Amended and Restated Reciprocal Easement Agreement dated February 14, 2019 by and between Doral Court Retail Investments, LLC, a Florida limited liability company, Doral Court Development, LLC, a Delaware limited liability company, and Doral Court Plaza, LLC, a Florida limited liability company, as signatory and beneficiary, and recorded February 23, 2019, in Official Records Book 31338, Page 1216 of the public records of Miami-Dade County, Florida.