

RESOLUTION No. 23-109

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AMENDMENT TO THE CONSERVATION EASEMENT BETWEEN THE CITY OF DORAL AND TRUMP ENDEAVOR 12 LLC, PURSUANT TO IRS NOTICE 2023-30; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AND RECORD THE SAME; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 7, 2022, pursuant to Resolution No. 22-226, City of Doral (“City”) approved and accepted a Conservation Easement (the “Easement”) from Trump Endeavor 12 LLC (“Grantor”) related to the property commonly referred to as “The Blue Monster”; and

WHEREAS, the Easement was recorded in the Office of the Clerk of Court of Miami-Dade County on December 20, 2022 as CFN: 20220946365, Book 33511, page 2234, and is attached hereto as Exhibit “A”; and

WHEREAS, on or about April 28, 2023 the Internal Revenue Service published Notice 2023-30 (“Notice”), attached hereto as Exhibit “B”, which recommended “safe harbor” text for conservation easements that had been filed prior to the date of the Notice, in order to allow donors of such easements to correct provisions that have been determined by the IRS and United States Tax Courts to violate technical requirements of the Internal Revenue Code and United States Treasury Regulations; and

WHEREAS, pursuant to said Notice, the Grantor has prepared an amendment to the Easement, attached hereto as Exhibit “C”, with the intent of bringing paragraph 2.19 of the Easement, dealing with boundary line adjustments, into compliance with the recommendations of the Notice; and

WHEREAS, after review and consideration, the City Council has determined that it is in the best interest of the City to approve the Amendment to the Easement, attached

hereto as Exhibit "C".

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

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

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

Section 3. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

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

| | |
|-----------------------------|-----|
| Mayor Christi Fraga | Yes |
| Vice Mayor Rafael Pineyro | Yes |
| Councilwoman Digna Cabral | Yes |
| Councilwoman Maureen Porras | Yes |
| Councilman Oscar Puig-Corve | Yes |

PASSED AND ADOPTED this 28 day of June, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

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



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY

EXHIBIT “A”

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 7th day of December, 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 which 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 Exhibit B 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 Exhibits A and A-1. 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 # 22-220, 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 located 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 93rd Court and, to a lesser extent due to intervening development, on NW 58th 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.

The Florida royal palm, a Florida Endangered Species, is also found on the Property.

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 underscore 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, 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.

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 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 53, 54, 55 and 56, (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 shown on the map attached hereto as Exhibit D, 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 six (6) Building Envelopes. The dimensions and 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 on Exhibit D; 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 shown on Exhibit D; 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, and golf course use; 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, pathways, and parking areas, which areas are not to be permanently occupied by a Road, vehicle trail, pathway, or parking area, shall be restored to the condition of the surrounding undisturbed land. In the event of the relocation of any Road, vehicle trail, pathway, or parking area, 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 Property, including 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 compounds that are consistent with the Conservation Purposes, in particular the protection of wildlife habitat. All compounds used in maintenance of the Property shall only be applied in a manner that is consistent with manufacturer's directions, and that minimizes chemical run-off into water features on the Property, and plant or animal habitat.

2.9. Certification. The Blue Monster has previously been certified by the Audubon Cooperative Sanctuary Program for Golf, and the Grantor shall use its best efforts to promptly obtain recertification from such Program. 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 Management Recommendations," which are included as Appendix 3 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, and with the provisions of Paragraph 2.9. 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 Structure required to be located within a Building Envelope, and all related site work, shall be limited to the Building Envelope where such Structure 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 Structures, 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 enhance, 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. The Grantor Reserves the right 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 be 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 written notice to the then owner of the Property, or to such owner’s 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. The 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; or (v) when sent, with a confirmation of delivery if sent by telephone facsimile. 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 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. Transfer by the Grantee. The Grantee may not transfer this Easement, unless (i) such transfer is to another qualified organization that is an eligible donee pursuant to Regulations §1.170A-14(c)(1), and (ii) such transferee is required by the conditions of the transfer, to continue to carry out the Conservation Purposes. Such transfer 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 transferring this Easement. The Grantee shall, whenever reasonably practical, honor such owner's preferences regarding a transferee 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. Control of Trespass.

The Grantor Reserves the right to post the Property against trespassing, and to prosecute trespassers, subject to the provisions of Paragraph 7.6 above.

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.

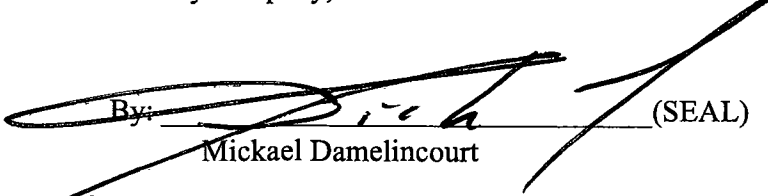
16.12. *Counterparts*. This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered, shall be deemed to be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by 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 the 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:


Counter-part Signature Page One of Three

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

By:  (SEAL)
Mickael Damelin court



Juan Velez, Witness

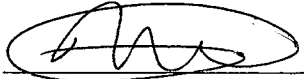


Ernesto Alberto, Witness

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13th day of December 2022 by Mickael Damelin court, as Authorized Signatory of **TRUMP ENDEAVOR 12 LLC**, who has produced his/ her driver's license as identification.

Notary Public - State of Florida

Sign: 

My Commission Expires: 08/01/2025 Print Name: Mileidys Junco Pams

SEAL _____



Counter-part Signature Page Two of Three

Accepted:

CITY OF DORAL, FLORIDA, Grantee

By: Hernan M. Organvidez (SEAL)
Hernan M. Organvidez, City Manager

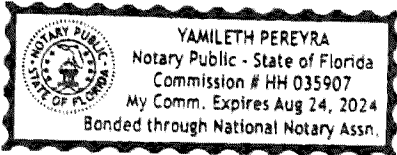
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 14 day of December, 2022 by Hernan M. Organvidez, City Manager, on behalf of the City of Doral, Florida, who has produced his driver's license as identification.

Notary Public - State of Florida Sign: [Signature]

My Commission Expires: 8/24/24 Print Name: YAMILETH PEREYRA

SEAL _____



Counter-part Signature Page Three of Three

AXOS BANK a federally chartered savings association,
Lender

By: [Signature] (SEAL)
Thomas Constantine, Its FVP/CCO

STATE OF California
COUNTY OF San Diego

The foregoing instrument was acknowledged before me this 9 day of
December, 2022 by Thomas Constantine on behalf of AXOS Bank, who has produced
his/ her driver's license as identification.

Notary Public - State of CA Sign [Signature]

My Commission Expires: 6/19/2025 Print Name: Melina R. Turner

SEAL _____



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

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. 187097
 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

BLUE MONSTER EXHIBITS
Client: DORAL RESORT & SPA
Address: 4400 NW 87 Avenue
Doral, Florida 33178
CPN: 2022094595 BOOK 53511 PAGE 2270



HADONNE
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: 2/5

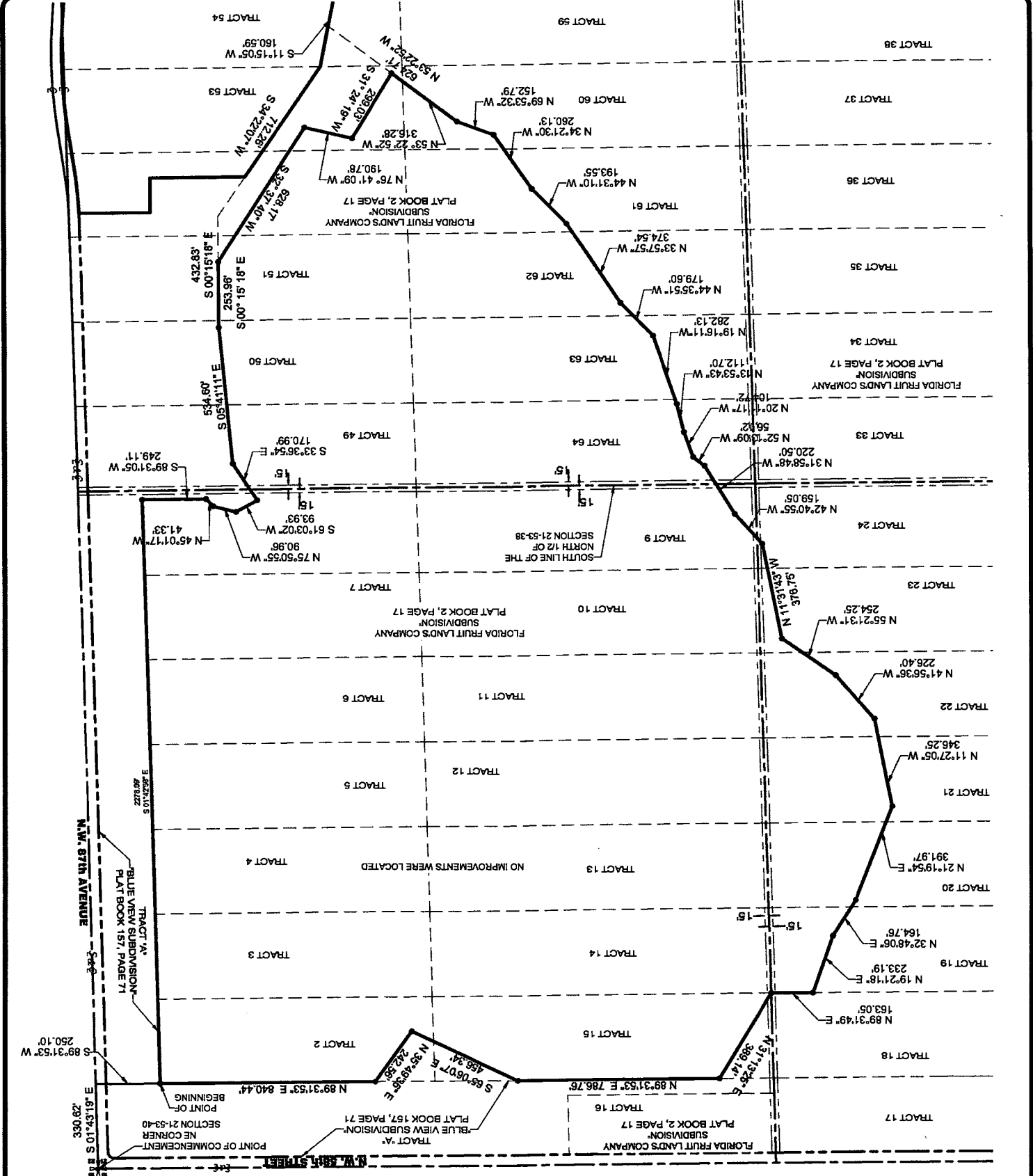


EXHIBIT A-1 - BOUNDARY

BLUE MONSTER EXHIBITS

Client: DORAL RESORT & SPA

Address: 4400 NW 87 Avenue

Doral, Florida 33178

CPN: 20220940355 BOOK 555 PAGE 2277



HADONNE

CORP.

PROFESSIONAL LAND SURVEYORS AND MAPPERS

1985 NW 88th COURT, SUITE 101, DORAL, FL 33172

Phone: 305.266.1188 Fax: 305.207.6845

LE17097

Job No.: 12024

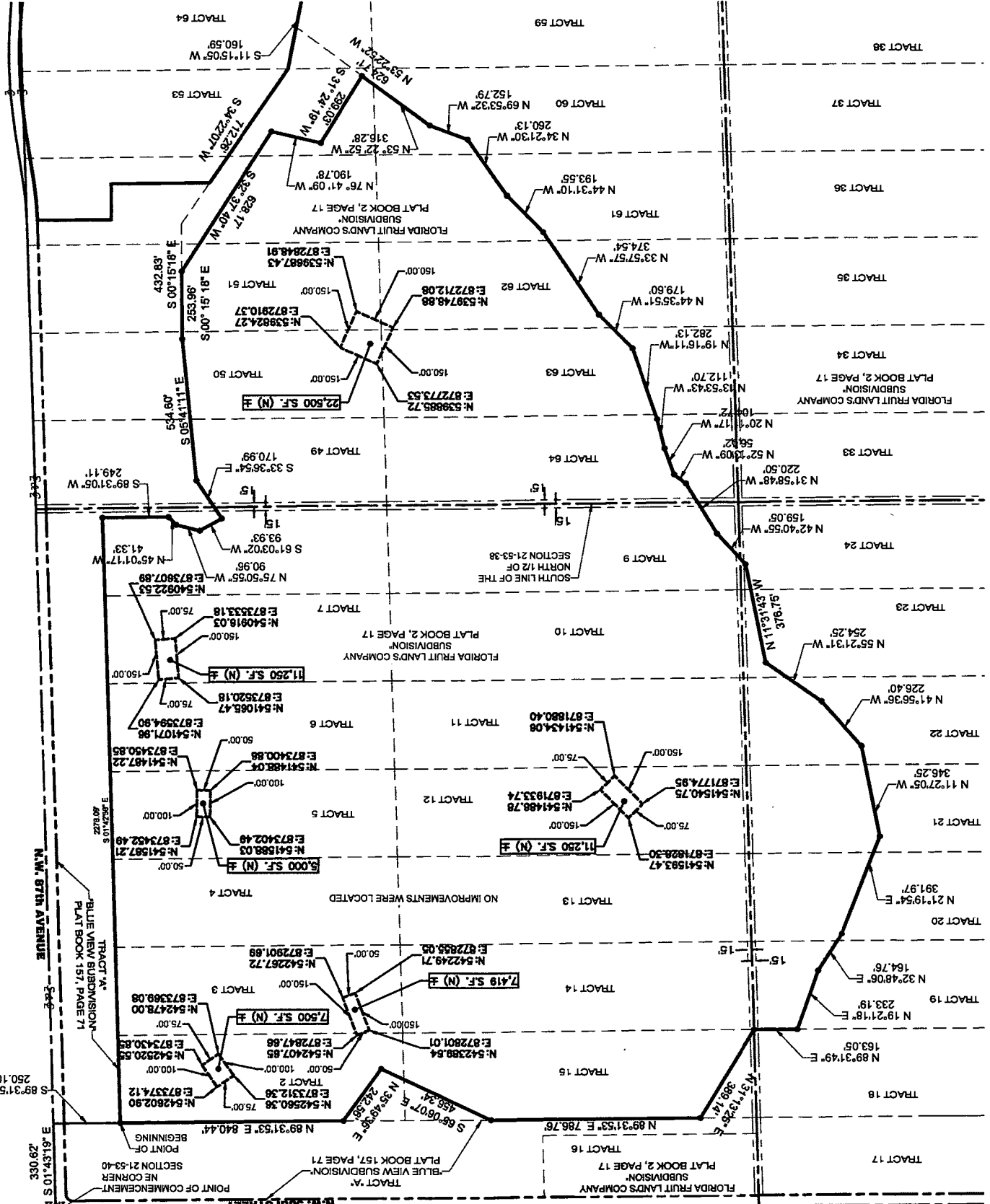
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REVIEWED: JS

SHEETS: 3/5

EXHIBIT B - BUILDING ENVELOPE LOCATIONS AND DIMENSIONS



N.W. 87th AVENUE

N.W. 88th STREET

BLUE MONSTER EXHIBITS
Client: DORAL RESORT & SPA
Address: 4400 NW 87 Avenue
Doral, Florida 33178
 CFI# 202209469555 BOOK 33511 PAGE 2278



HADONNE
 CORP.
 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: RJ
 REVIEWED: JS
 SHEETS: 4/5

EXHIBIT C - LOCATION OF NATURAL AREAS

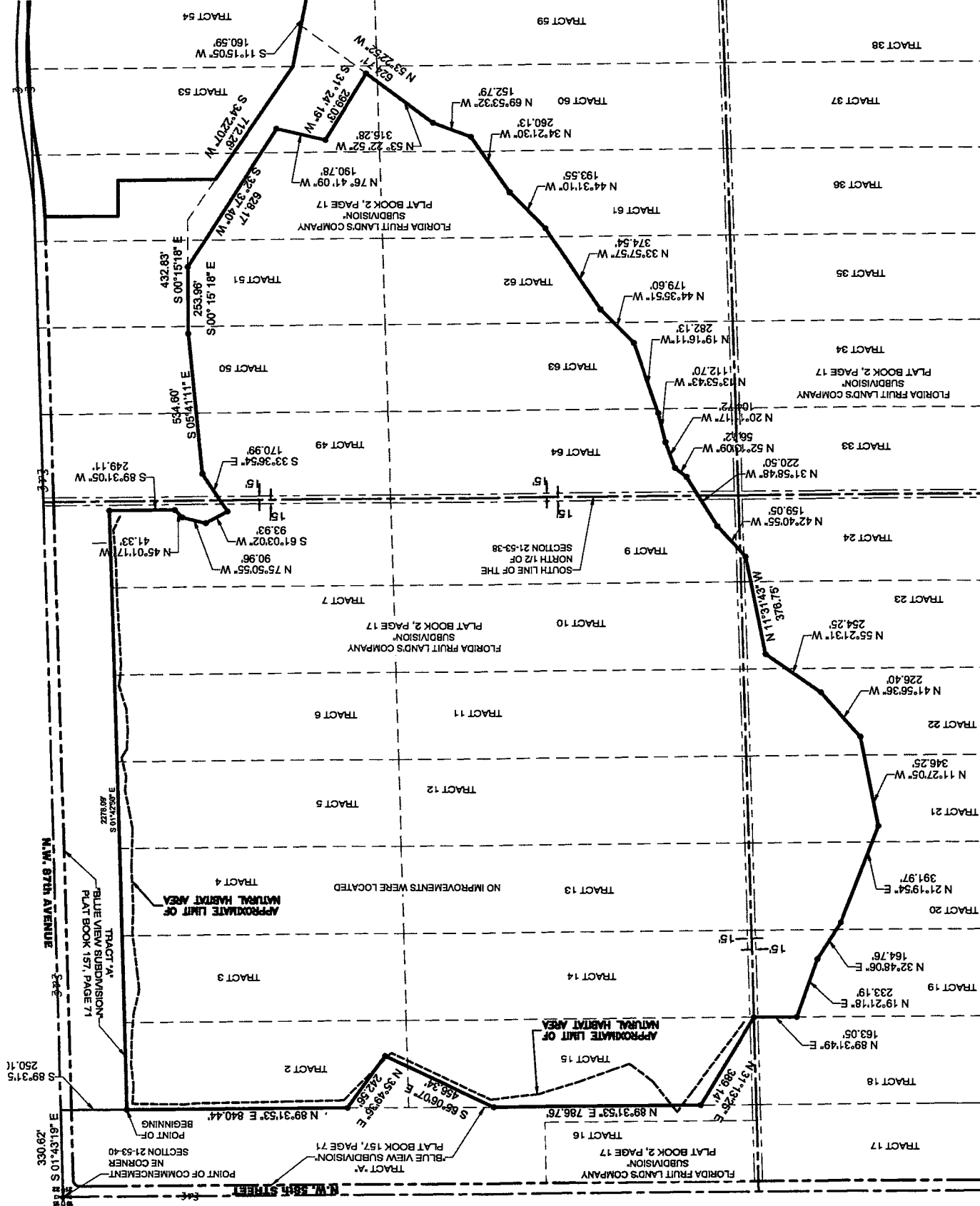


EXHIBIT A - SURVEY NOTES & CERTIFICATION

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.

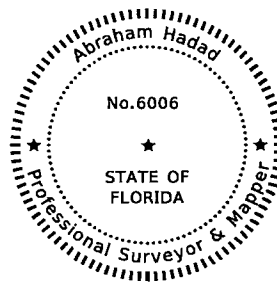
LIMITATIONS:

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

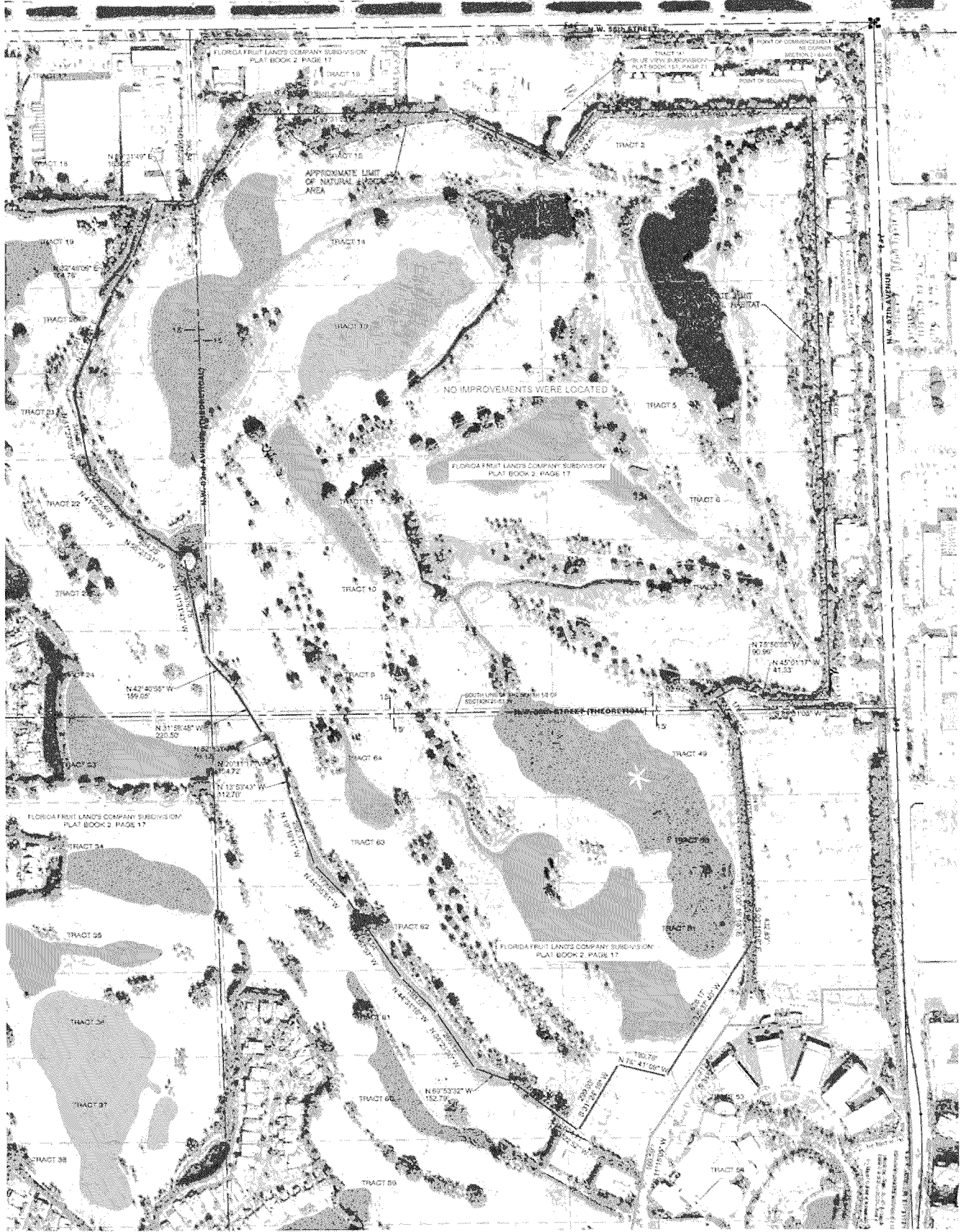


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 Hadad
 2022.11.29
 10:50:49
 -05'00'

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 | BLUE MONSTER EXHIBITS Client: DORAL RESORT & SPA Address: 4400 NW 87 Avenue Doral, Florida 33178 |  | HADONNE <small>CORP. LB7097</small> 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 D





THE BLUE MONSTER



Trump National Golf Club

WEST

BASELINE DOCUMENTATION REPORT

December 2022

Prepared for:

Trump Endeavor 12 LLC

City of Doral

BLUE MONSTER GOLF COURSE CONSERVATION EASEMENT

Baseline Documentation Report

REPORT DATE:

December 7, 2022

PREPARED FOR:

Trump Endeavor 12 LLC
4400 NW 87TH Avenue
Miami, Florida 33178

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

MIAMI-DADE COUNTY FOLIO NO.:

35-3021-001-0010

TOTAL STUDY AREA:

184.0 ± acres

TABLE OF CONTENTS

| | |
|---|---|
| INTRODUCTION.....; | 1 |
| PROPERTY DESCRIPTION & LOCATION..... | 1 |
| EXISTING LAND COVER AND USE..... | 2 |
| <i>GOLF COURSE</i> | 2 |
| <i>ARTIFICIAL IMPOUNDMENTS/RESERVOIRS</i> | 2 |
| CONSERVATION VALUE..... | 3 |
| <i>PROXIMITY TO EXISTING CONSERVATION AREAS</i> | 3 |
| <i>WATER RESOURCE PROTECTION</i> | 4 |
| <i>WILDLIFE UTILIZATION</i> | 4 |
| PUBLIC BENEFITS..... | 5 |

LIST OF MAPS

- Map 1. Driving Direction from Orlando, Florida to the Blue Monster Golf Course property in Miami-Dade County, Florida
- Map 2. Location of the Blue Monster Golf Course property in Miami-Dade County, Florida.
- Map 3. Tax parcels for the Blue Monster Golf Course property in Miami-Dade County, Florida.
- Map 4. Aerial imagery of the Blue Monster Golf Course property in Miami-Dade County, Florida.
- Map 5. Current land uses on the Blue Monster Golf Course property at the time of this report.
- Map 6. Soils on the Blue Monster Golf Course property as indicated by the National Resources Conservation Service.
- Map 7. Existing conservation lands in proximity to the Blue Monster Golf Course property.
- Map 8. The Blue Monster Golf Course property falls within the Florida Wildlife Corridor
- Map 9. United States Geological Survey topographic map of the Blue Monster Golf Course property

APPENDICES

- Appendix 1 . Threatened and Endangered Species
- Appendix 2. Photo Stations
- Appendix 3 Habitat Management Guidelines

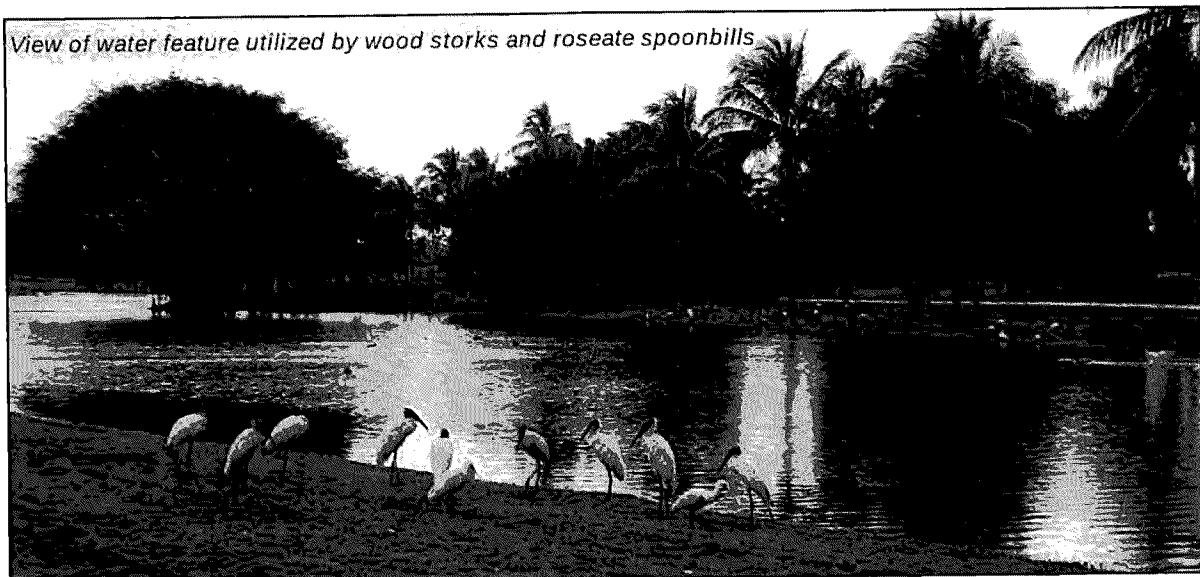
INTRODUCTION

This report documents the conditions and conservation value of a 180.0 ± acre proposed easement boundary at the Blue Monster golf course at the Trump National Doral Golf Club located in Doral, Miami-Dade County, FL. Site reconnaissance was conducted October 18, 2022. It is the intent of the property owner to dedicate a perpetual conservation easement over this property to the City of Doral, having the right of enforcement to preserve the open greenspace and public access, as well as for the purposes of maintaining in perpetuity its conservation values.

PROPERTY DESCRIPTION & LOCATION

Blue Monster is located near the southwest corner of the intersection of NW 58th Street and NW 87th Avenue in the City of Doral in Section 21, Township 53 south, and Range 40 east of Miami-Dade County, Florida. Access to the property can be obtained at 4400 NW 87th Avenue, Miami, Florida or coordinates 5.812404 N, 80.338009 W. The site is comprised of a 180.0 ± acre portion of the 399.85 ± acres parcel identified as Miami-Dade County Folio No. 35-3021-001-0010. A location map is provided below as Map 1 and a portion of the United States Geological Service (USGS) 7.5-Minute quadrangle map depicting the location of the proposed project area is included as Map 2.

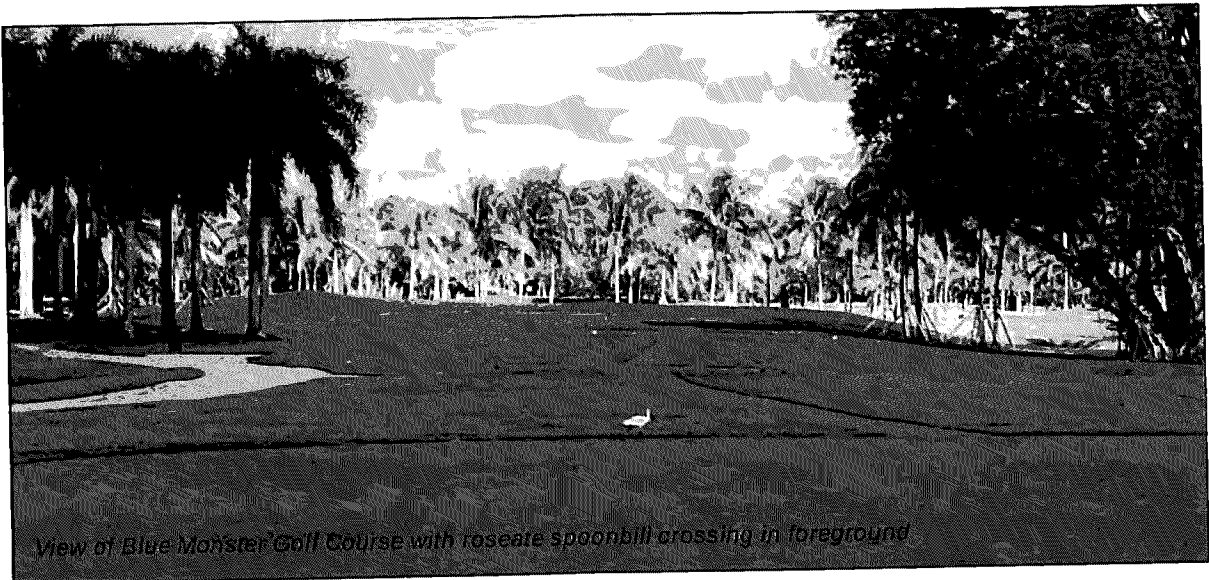
The current landowner and Grantor of the Blue Monster Conservation Easement is Trump Endeavor 12 LLC. The granting of this Conservation Easement occurred on _____, 202_.



EXISTING LAND COVER AND USE

GOLF COURSE

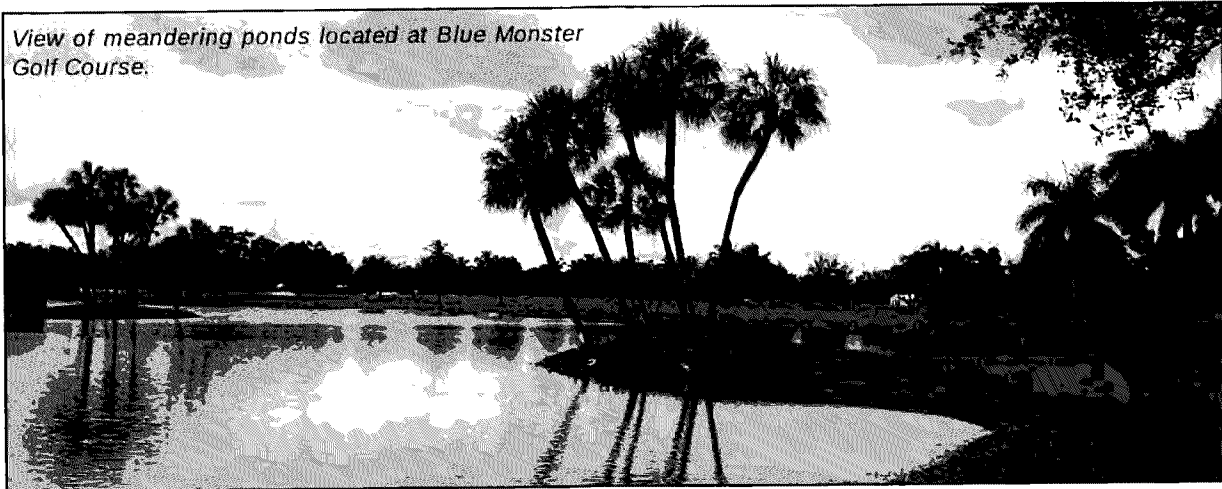
Groundcover within the Blue Monster golf course is dominated by frequently maintained Bermudagrass (*Cynodon dactylon*) with landscaped edges of firebush (*Hamelia patens*), canna lily (*Canna x generalis*) Mexican ruellia (*Ruellia simplex*), ti plant (*Cordyline* sp.), and philodendron (*Philodendron* sp.). Canopy cover is provided by a diversity of tree species, including native cabbage palm (*Sabal palmetto*), Florida royal palm (*Roystonea regia*) southern live oak (*Quercus virginiana*) Florida stranger fig (*Ficus aurea*), and ornamental species including coconut palm (*Cocos nucifera*), queen palm (*Syagrus romanzoffiana*), reed palm (*Chamaedorea seifrizii*), and pink trumpet tree (*Tabebuia heterophylla*). Other incidental observations include beautyberry (*Callicarpa americana*), low rattlebox (*Crotalaria pumila*), golden polypody (*Phlebodium aureum*), giant air plant (*Tillandsia utriculate*), and tasselflowers (*Emilia* spp.)



View of Blue Monster Golf Course with roseate spoonbill crossing in foreground

ARTIFICIAL IMPOUNDMENTS/RESERVOIRS

Vegetation within the water features of the Blue Monster is absent, with the exception of submerged hydrilla (*Hydrilla verticillate*) and occasional scattered flatsedges (*Cyperus* spp.). However, littoral shelves within the water features were established in early 2022 that provide additional foraging opportunities for resident wading bird species.



CONSERVATION VALUE

The Blue Monster provides a mosaic of open greenspace, strands of forested canopy, and water features tucked away in an intensively developed region near the southeastern Florida coast. According to the Cooperative Land Cover dataset and Miami-Dade property appraiser, the project area is located within the single largest expanses of contiguous greenspace remaining in the City of Doral. If protected with a perpetual conservation easement, the Blue Monster will become the largest privately owned conservation easement providing public access in Miami-Dade County.

PROXIMITY TO EXISTING CONSERVATION AREAS

Existing conservation areas within proximity of the Blue Monster include the Florida International University (FIU) Nature Preserve and A.D. "Doug" Barnes Park, both approximately 5 miles south of the Blue Monster project area. Approximately 7 miles to the east is South Florida Water Management District's (SFWMD) East Coast Buffer which is directly adjacent to the Florida Fish and Wildlife Conservation Commission's (FWC) Everglades Wildlife Management Area (WMA). This WMA boundary defines the nearest 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 project area 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.

WATER RESOURCE PROTECTION

The property 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 project area is listed as containing significant, high quality surface waters. Protection of floodplains is important to minimize local flood damage to promote the health and safety of the public, while protection of aquifer recharge sites benefit Florida's natural hydrological systems and provide continued water supply for human use. It is also important to note that the South Florida Water Management District required a surface water quality assessment as part of the Environmental Resource Permit conditions in 2015. The results of this assessment demonstrated that the mechanical aerators installed within the Blue Monster's water features improved the overall water quality.

WILDLIFE UTILIZATION

A diversity of wetland dependent avian species were documented within the property, including the imperiled wood stork (*Mycteria americana*), roseate spoonbill (*Platalea ajaja*), tricolored heron (*Egretta tricolor*), and little blue heron (*Egretta caerulea*).

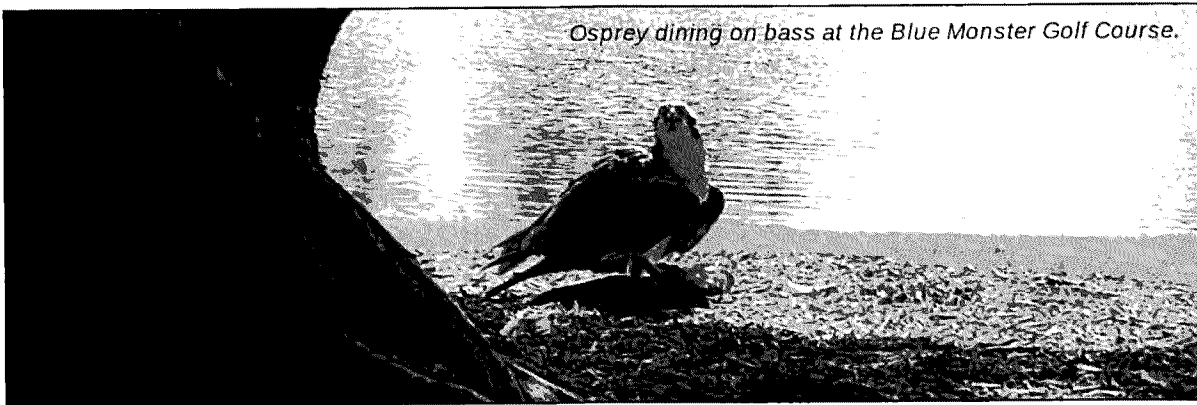
Other native bird species observed include the great egret (*Ardea alba*), snowy egret (*Egretta thula*), yellow-crowned night-heron (*Nyctanassa violacea*), green heron (*Butorides virescens*), great blue heron (*Ardea herodias*), white ibis (*Eudocimus albus*), common gallinule (*Gallinula galeata*), American coot (*Fulica americana*), anhinga (*Anhinga anhinga*), double crested cormorant (*Phalacrocorax auratus*), Florida mottled duck (*Anas fulvigula*), blue winged teal (*Spatula discors*), osprey (*Pandion haliaetus*), red-shouldered hawk (*Buteo lineatus*), red winged blackbird (*Agelaius phoeniceus*), belted kingfisher (*Megaceryle alcyon*), bluejay (*Cyanocitta cristata*), boat-tailed grackle (*Quiscalus major*), fish crow (*Corvus ossifragus*)



Foraging wood stork and roseate spoonbill at Blue Monster Golf Course.

northern mockingbird (*Mimus polyglottos*), gray catbird (*Dumetella carolinensis*), palm warbler (*Setophaga palmarum*), red-bellied woodpecker (*Melanerpes carolinus*).

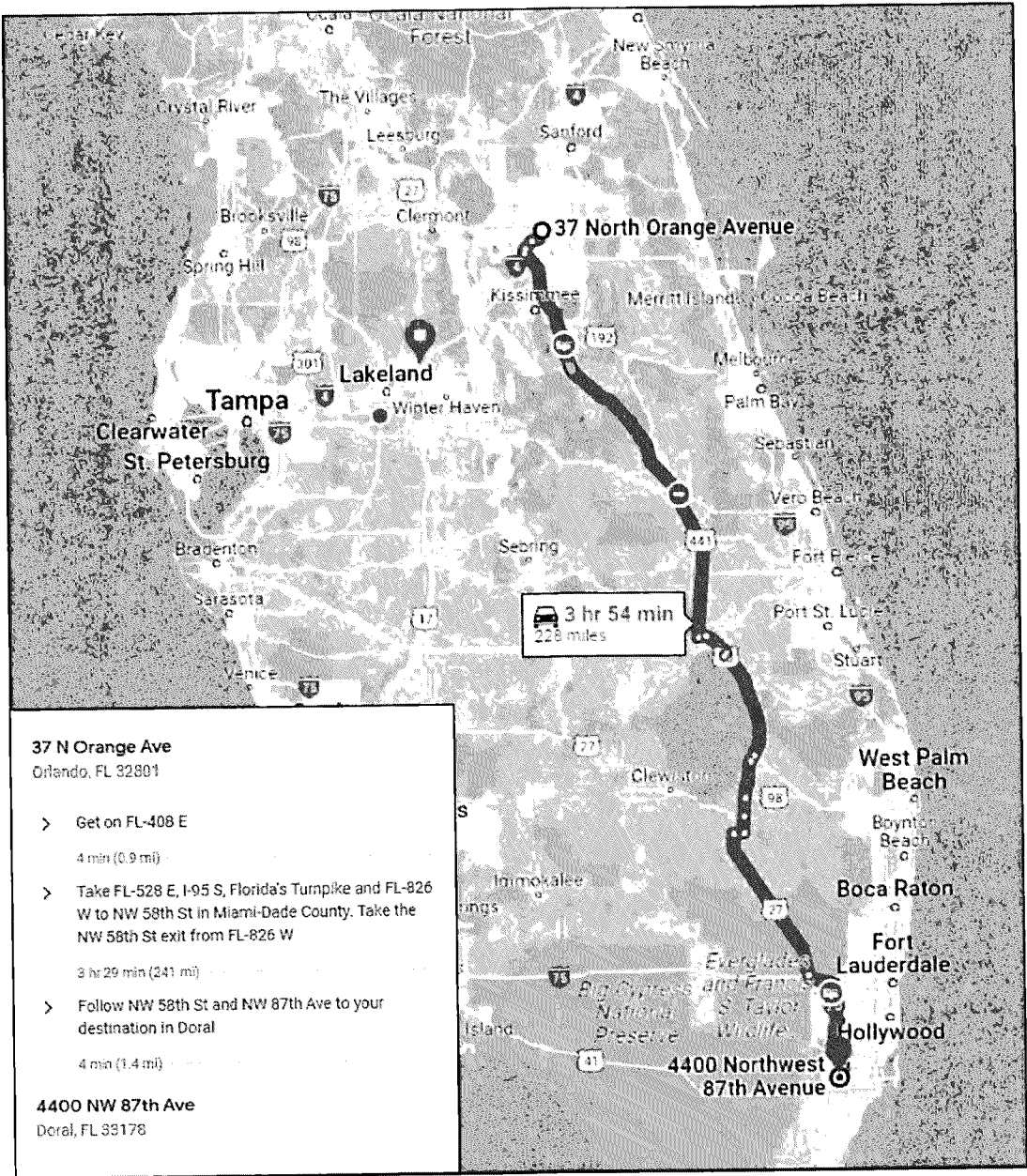
Three non-native avian species were also observed, the European starling (*Sturnus vulgaris*), Egyptian goose (*Alopochen aegyptiaca*), and muscovy duck (*Cairina moschata*). Other species observed include the green anole (*Anolis carolinensis*), Florida softshell turtle (*Apalone ferox*), eastern gray squirrel (*Sciurus carolinensis*), butterfly peacock bass (*Cichla ocellaris*), and armored catfish (*Pterygoplichthys* sp.)



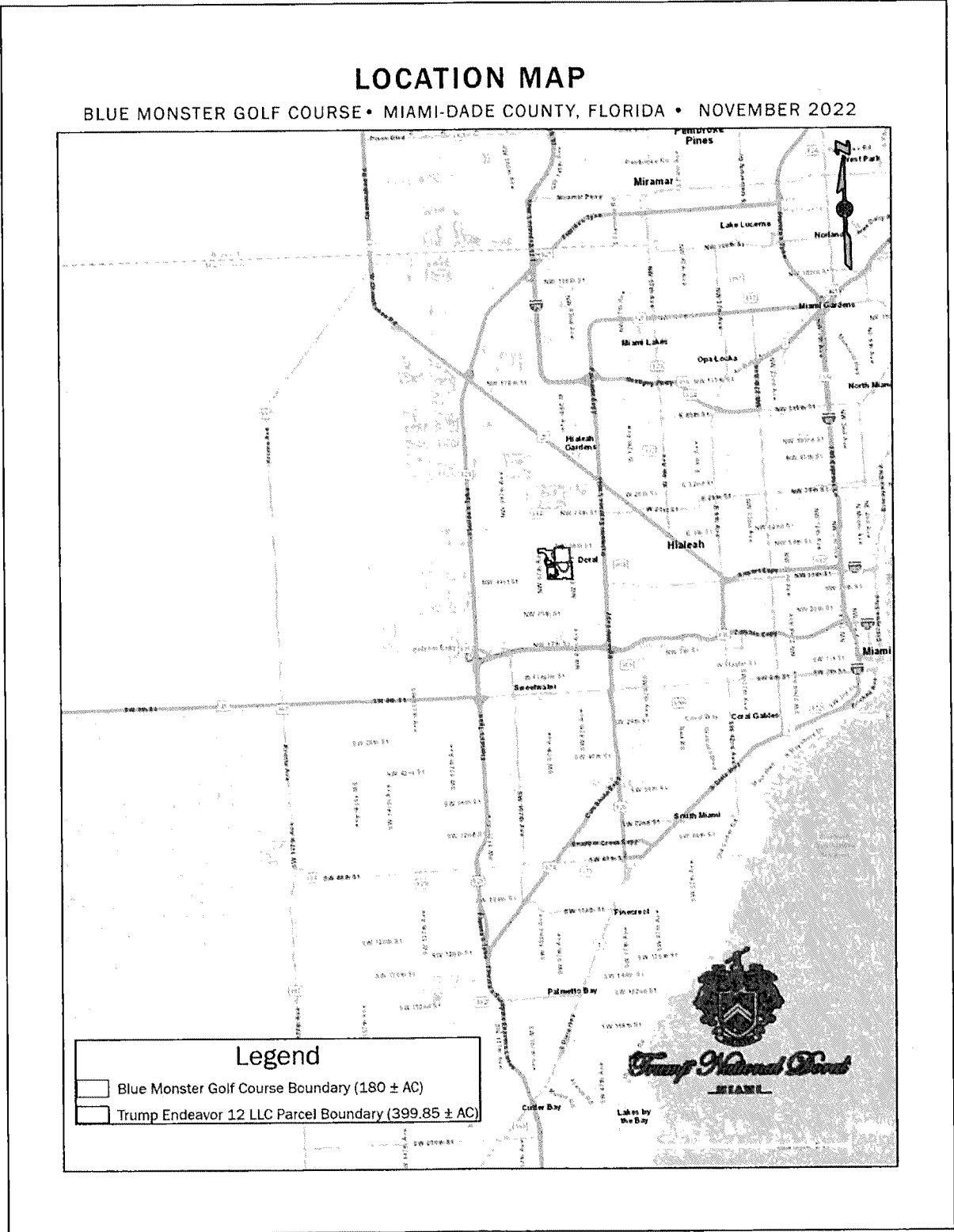
PUBLIC BENEFITS

The public benefits of the perpetual Blue Monster Conservation Easement described in this document include but are not limited to:

- Preservation of land areas for outdoor recreation by the general public. The golf course and trails are open to the public and frequently used by both tourists and residents within the City of Doral.
- Preservation of open space for the scenic enjoyment of the general public from adjacent roadways, including NW 87th Avenue, NW 36th Street, and NW 93rd Court in Doral, Florida.
- Protection of water resources: including significant surface waters, aquifer recharge, and priority floodplain.
- Preservation of a local landscape and resource that attracts tourism and commerce in the area.



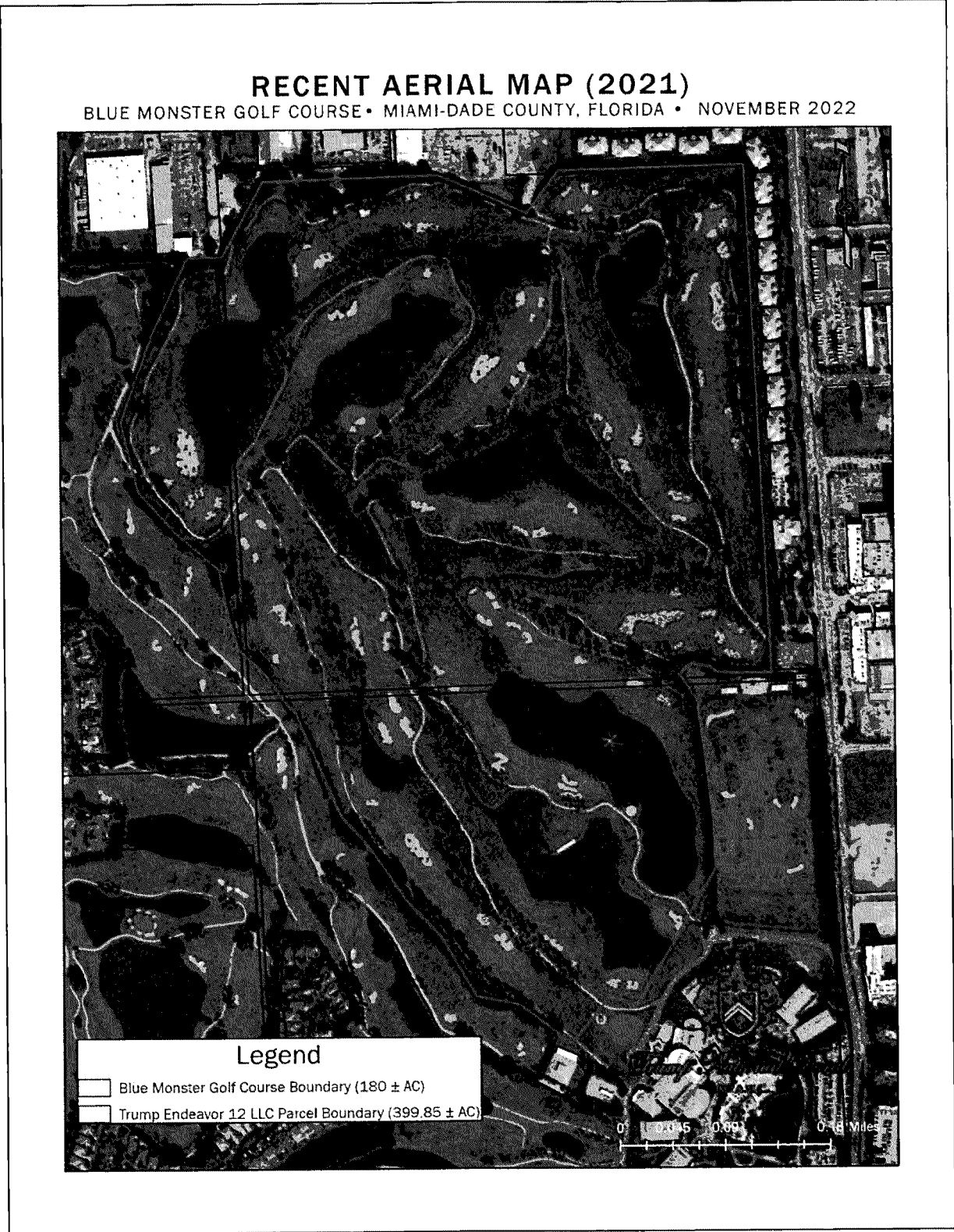
Map 1. Driving Direction from Orlando, Florida to the Blue Monster Golf Course property in Miami-Dade County, Florida



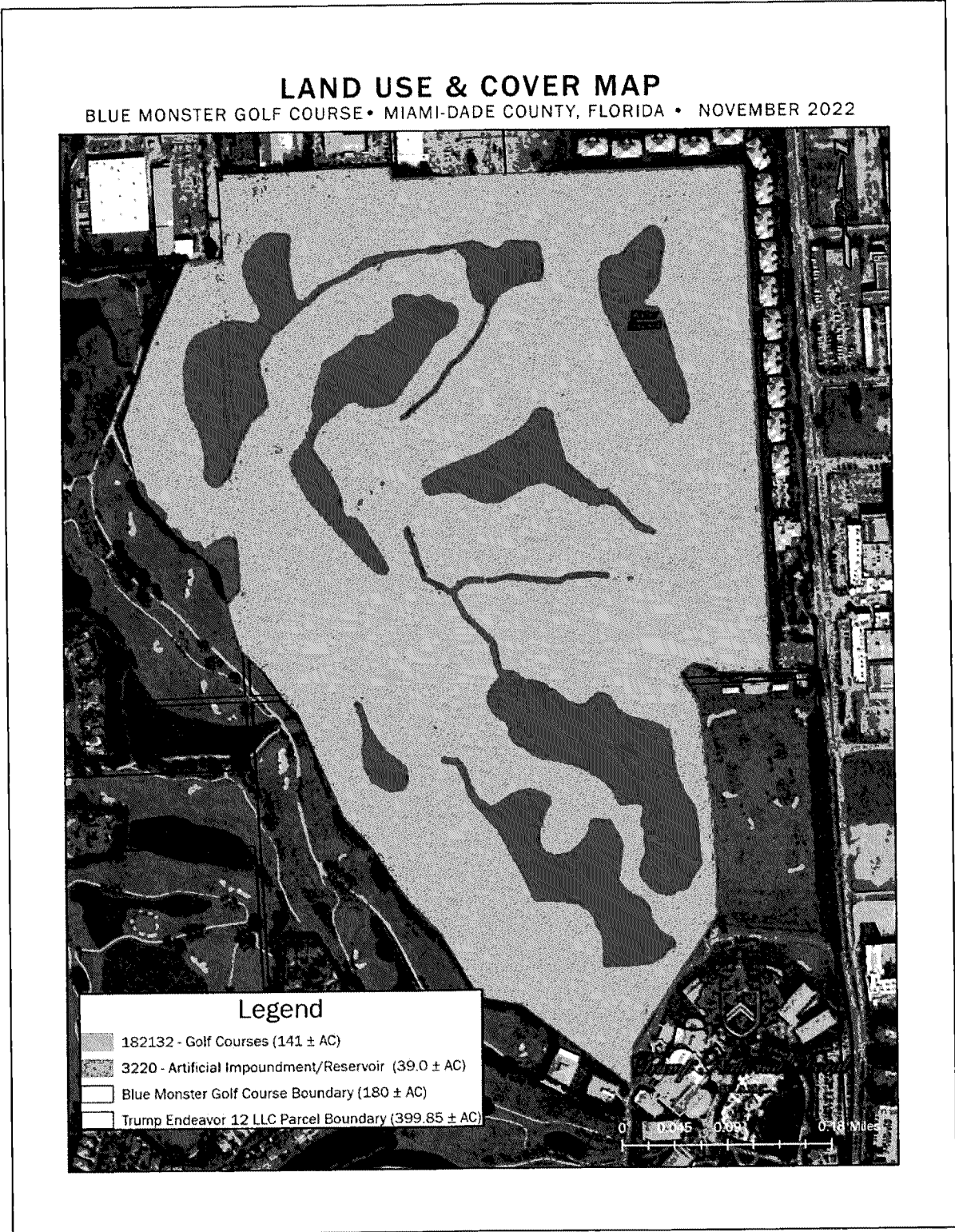
Map 2. Location of the Blue Monster Golf Course property in Miami-Dade County, Florida.



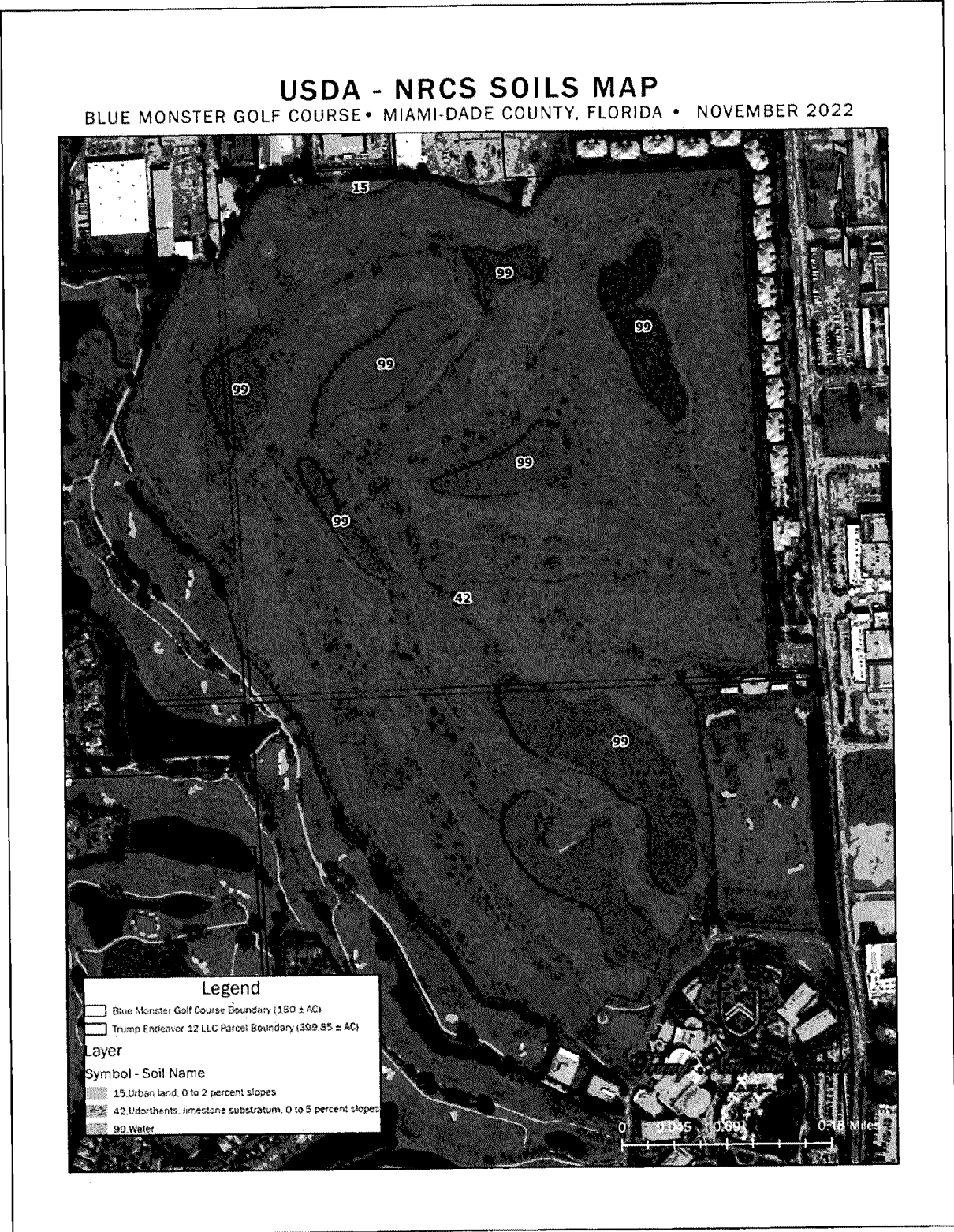
Map 3. Tax parcels for the Blue Monster Golf Course property in Miami-Dade County, Florida.



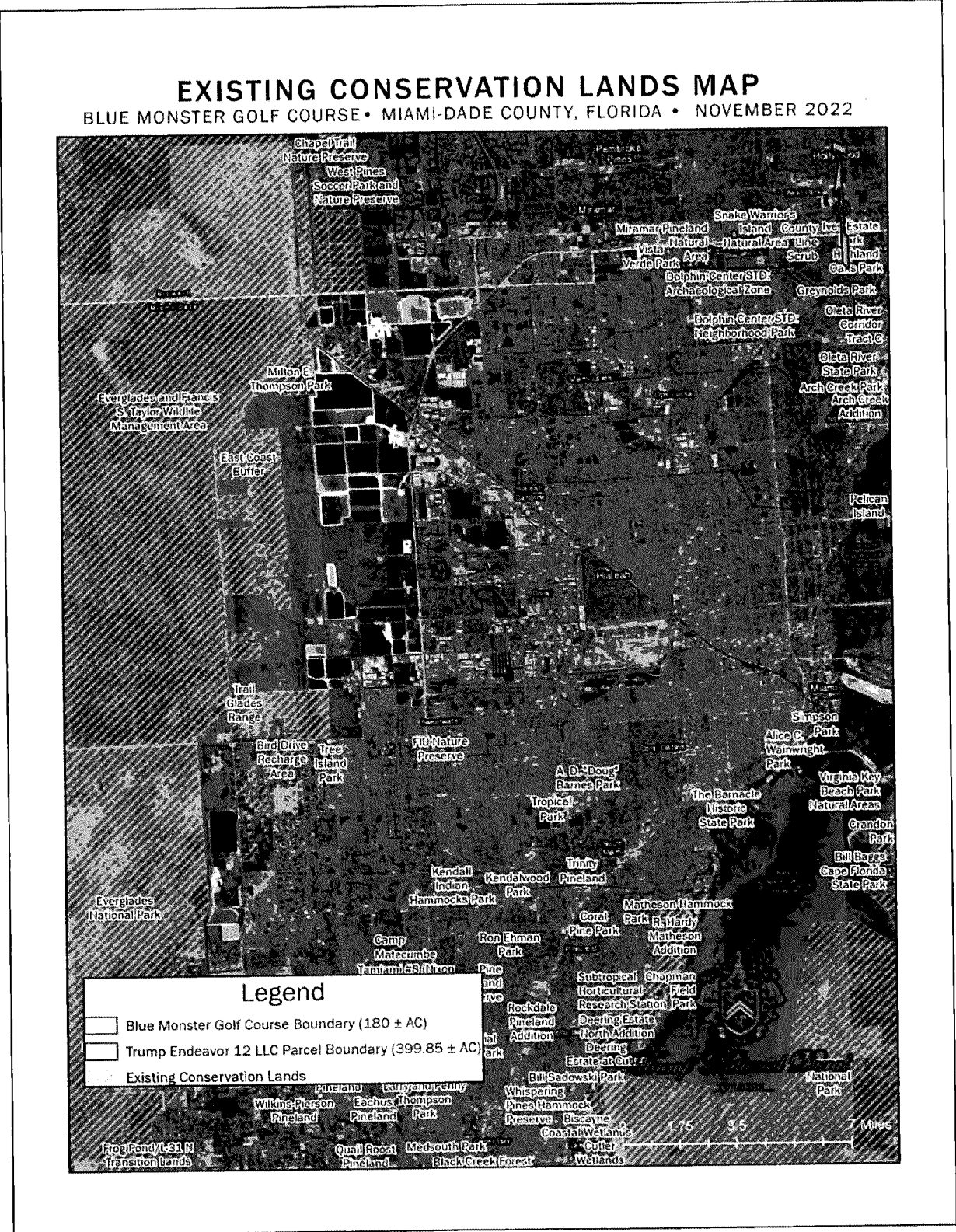
Map 4. Aerial imagery of the Blue Monster Golf Course property in Miami-Dade County, Florida.



Map 5. Current land uses on the Blue Monster Golf Course property at the time of this report.

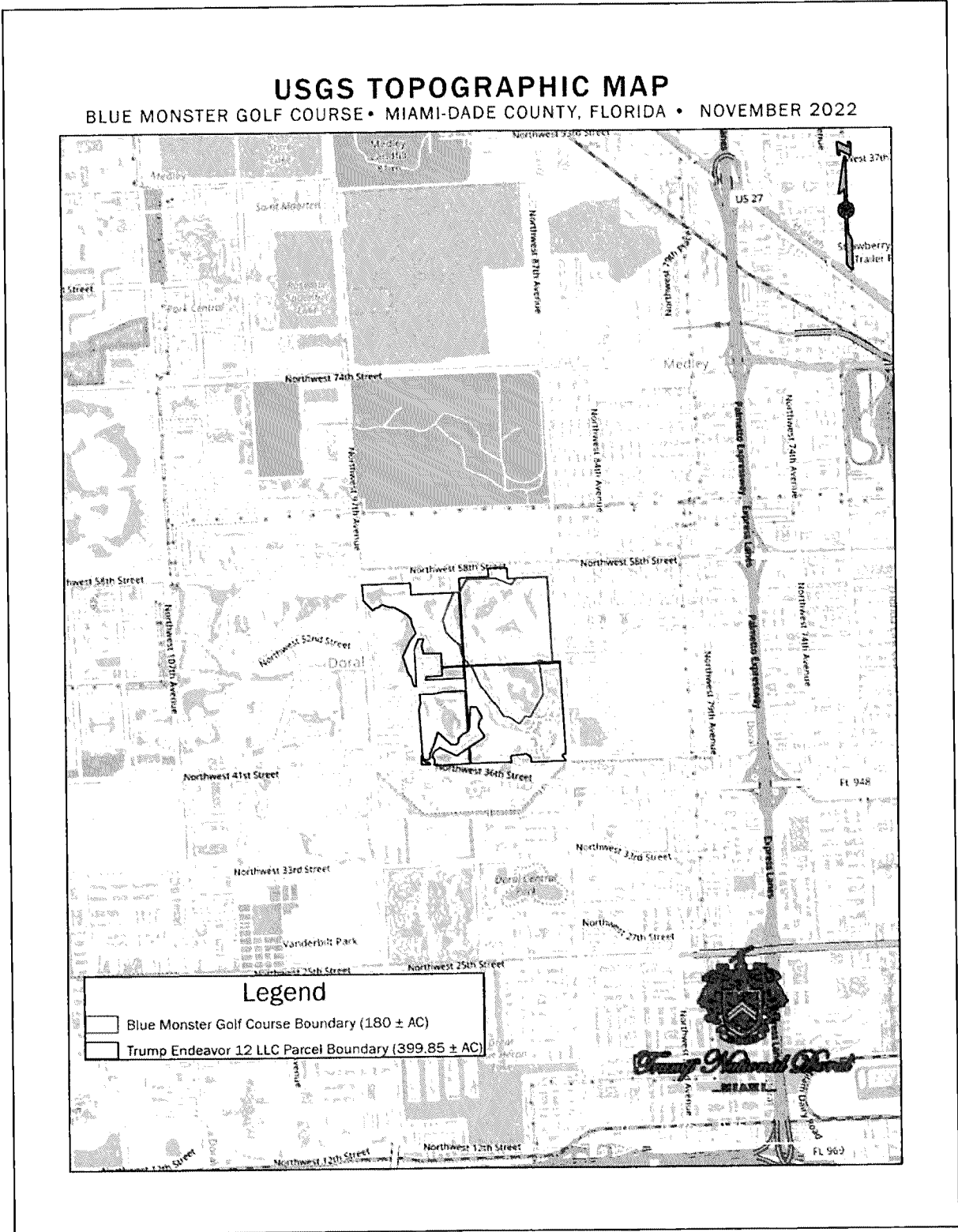


Map 6. Soils on the Blue Monster Golf Course property as indicated by the National Resources Conservation Service.





Map 8. The Blue Monster Golf Course property in proximity to the Florida Wildlife Corridor



Map 9. United States Geological Survey topographic map of the Blue Monster Golf Course property.

APPENDIX 1

**Threatened and Endangered
Species**

PLANT & WILDLIFE SPECIES OCCURENCE
BLUE MONSTER GOLF COURSE, MIAMI-DADE COUNTY, FLORIDA

| COMMON NAME | SPECIES NAME | LISTING STATUS | LIKLIHOOD OF OCCURRENCE | POTENTIAL HABITAT ONSITE |
|-------------------------|-------------------------------------|----------------|-------------------------|--------------------------|
| BIRDS | | | | |
| Red-winged blackbird | <i>Agelaius phoeniceus</i> | NL | Confirmed | Reservoirs |
| Egyptian goose | <i>Alopochen aegyptiaca</i> | NN | Confirmed | Reservoirs |
| Florida mottled duck | <i>Anas fulvigula</i> | NL | Confirmed | Reservoirs |
| Anhinga | <i>Anhinga anhina</i> | NL | Confirmed | Reservoirs |
| Great egret | <i>Ardea alba</i> | NL | Confirmed | Reservoirs |
| Great blue heron | <i>Ardea herodias occidentalis</i> | BCR | Confirmed | Reservoirs |
| Ruddy turnstone | <i>Arenaria interpres morinella</i> | BCR | Possible | Reservoirs |
| Florida Burrowing Owl | <i>Athene cunicularia floridana</i> | ST | Possible | Golf course |
| Red-shouldered hawk | <i>Buteo lineatus</i> | NL | Confirmed | Golf course |
| Green heron | <i>Butorides virescens</i> | NL | Confirmed | Reservoirs |
| Muscovy duck | <i>Cairina moschat</i> | NL | Confirmed | Reservoirs |
| Chimney swift | <i>Chaetura pelagica</i> | BCC | Likely* | Golf course, Reservoirs |
| Fishcrow | <i>Corvus ossifragus</i> | NL | Confirmed | Golf course, Reservoirs |
| Bluejay | <i>Cyanocitta cristata</i> | NL | Confirmed | Golf course (canopy) |
| Prairie warbler | <i>Dendroica discolor</i> | BCC | Possible* | Golf course (canopy) |
| Gray catbird | <i>Dumetella carolinensis</i> | NL | Confirmed | Golf course (canopy) |
| Little blue heron | <i>Egretta caerulea</i> | ST | Confirmed | Reservoirs |
| Snowy egret | <i>Egretta thula</i> | IMP | Confirmed | Reservoirs |
| Tricolored heron | <i>Egretta tricolor</i> | ST | Confirmed | Reservoirs |
| Common gallinule | <i>Eudocimus albus</i> | NL | Confirmed | Reservoirs |
| Swallow-tailed kite | <i>Elanoides forficatus</i> | BCC | Possible | Golf course, Reservoirs |
| American kestrel | <i>Falco sparverius paulus</i> | BCR | Likely* | Golf course |
| Magnificent frigatebird | <i>Fregata magnificens</i> | BCR | Possible* | Reservoirs |
| American coot | <i>Fulica americana</i> | NL | Confirmed | Reservoirs |
| Bald eagle | <i>Haliaeetus leucocephalus</i> | BEGE | Likely* | Reservoirs |
| Belted kingfisher | <i>Megaceryle alcyon</i> | BCR | Confirmed | Reservoirs |
| Red-bellied woodpecker | <i>Melanerpes carolinus</i> | NL | Confirmed | Golf course (canopy) |
| Northern mockingbird | <i>Mimus polyglottos</i> | NL | Confirmed | Golf course (canopy) |
| Wood stork | <i>Mycteria americana</i> | FT | Confirmed | Reservoirs |

| | | | | |
|---|---------------------------------|-----|---------------------------|----------------------------------|
| Yellow-crowned night heron | <i>Nyctanassa violacea</i> | NL | Confirmed | Reservoirs |
| Osprey | <i>Pandion haliaetus</i> | NL | Confirmed | Reservoirs |
| Painted bunting | <i>Passerina ciris</i> | BCR | Possible* | Golf course (canopy) |
| White crowned pigeon | <i>Patagioenas leucocephala</i> | BCC | Possible* | Golf course, Reservoirs |
| Double crested cormorant | <i>Phalacrocorax auratus</i> | NL | Confirmed | Reservoirs |
| Roseate spoonbill | <i>Platalea ajaja</i> | ST | Confirmed | Reservoirs |
| King rail | <i>Rallus elegans</i> | BCC | Possible* | Reservoirs |
| Black skimmer | <i>Rynchops niger</i> | BCC | Possible* | Reservoirs |
| Palm warbler | <i>Setophaga palmarum</i> | NL | Confirmed | Golf course (canopy) |
| Blue winged teal | <i>Spatula discors</i> | NL | Confirmed | Reservoirs |
| European starling | <i>Sturnus vulgaris</i> | NN | Confirmed | Golf course (canopy) |
| Lesser yellowlegs | <i>Tringa flavipes</i> | BCC | Possible* | Reservoirs |
| Boat-tailed grackle | <i>Quiscalus major</i> | NL | Confirmed | Golf course, Reservoirs |
| MAMMALS | | | | |
| Florida bonneted bat | <i>Eumops floridanus</i> | FE | Possible | Golf course (canopy), Reservoirs |
| PLANTS | | | | |
| Florida royal palm | <i>Roystonea regia</i> | SE | Confirmed | Golf course (natural areas) |
| <p>Notes: * - Occurrence of species documented in proximity to the Blue Monster, but was not observed onsite. Endangered: In danger of extinction throughout all or a significant portion of its range Threatened: Likely to become endangered within the near future in all or significant portion of its range. BCR: Bird of Conservation Concern only in particular Bird Conservation Regions in the continental US BCC: Birds of Conservation Concern throughout its range in the continental US and Alaska IMP – Listed as imperiled species by FWC</p> | | | | |
| | | | FE - Federally Endangered | |
| | | | FT - Federally threatened | |
| | | | SE - State Endangered | |
| | | | ST - State threatened | |
| | | | NL - Not Listed | |

APPENDIX 2
Photo Stations

PHOTO POINT MAP

BLUE MONSTER GOLF COURSE • MIAMI-DADE COUNTY, FLORIDA • NOVEMBER 2022





Photo 1. View of golf course with roseate spoonbill in foreground, facing north.



Photo 2. View of golf course with Florida royal palms, sabal palms, and narrow projection of pond/reservoir, facing northeast.



Photo 3. View of golf course with Florida royal palms and pond in background, facing south.

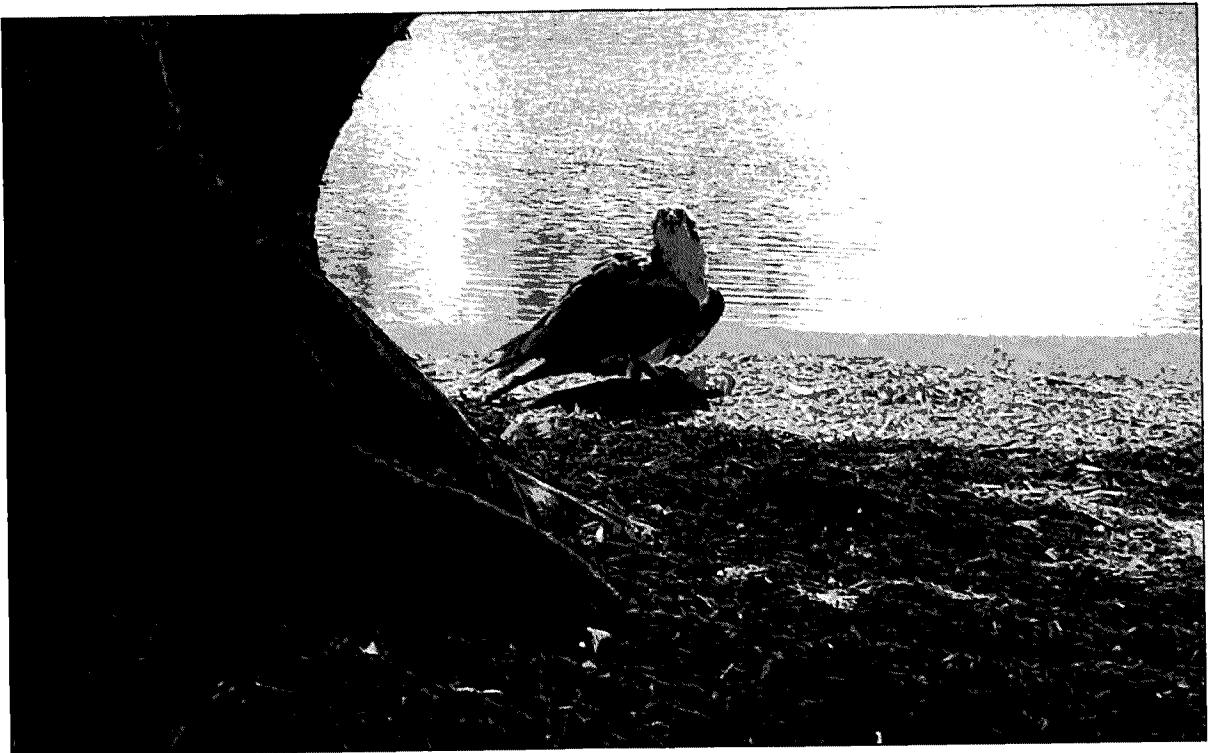


Photo 4. View of osprey consuming bass acquired from adjacent pond/reservoir, facing east.



Photo 5. View of natural area buffering golf course and property boundary with predominately native species, including Florida royal palm, cabbage palm, firebush, and beautyberry, facing north.



Photo 6. View of natural area buffering golf course and property boundary with predominately native species, including Florida royal palm, cabbage palm, firebush, and beautyberry, facing south.



Photo 7. View of paved recreational/golf cart path buffering natural area and golf course, facing north.



Photo 8. View of meandering pond and submerged littoral shelves with roseate spoonbills, great egret, and blue winged teal occupying peninsula. This is a proposed location for aquatic plantings within littoral shelves of pond areas, facing southwest.



Photo 9. View of diversity of waterfowl and wading birds occupying the golf course ponds and adjacent to littoral shelves, facing southwest.

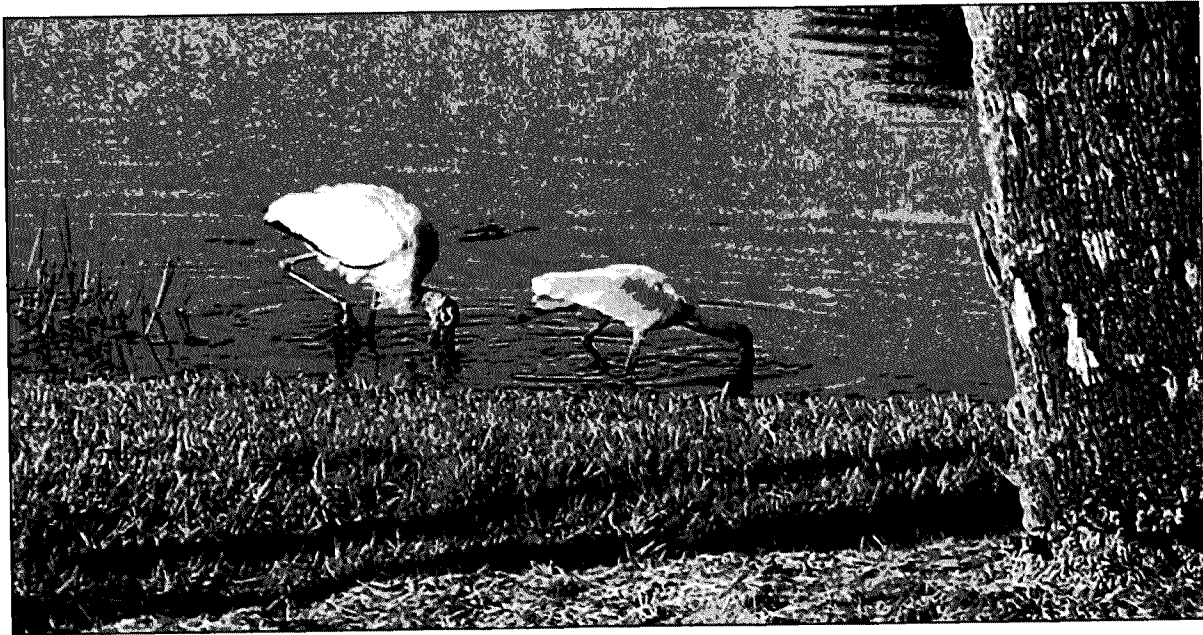
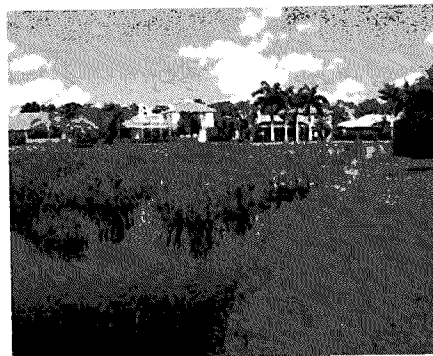
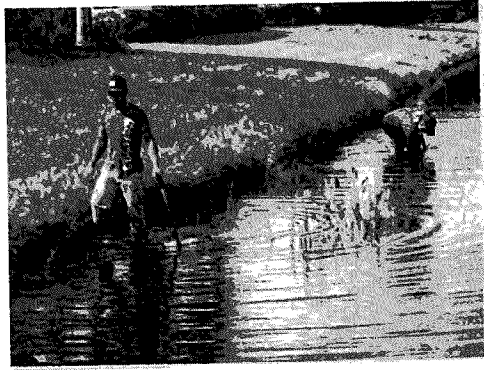


Photo 10. View of two listed species, the federally threatened wood stork, and state threatened roseate spoonbill, facing south.

APPENDIX 3

**Guide To Selection and
Installation of Stormwater Pond
Plants**

Guide to Selection and Installation of Stormwater Pond Plants



Gail Hansen, Shangchun Hu
UF/IFAS Environmental Horticulture Department
Center for Landscape Conservation and Ecology



Plant Selection

Selecting aquatic and shoreline plants for stormwater ponds is more challenging than selecting plants for a typical landscape. The site conditions can vary greatly and are more difficult to control. Water depth can fluctuate widely over the year and create wet and dry conditions that the plants must be able to tolerate. The water quality can also vary with rainfall and fertilizer inputs and steep slopes can make plant establishment difficult.

The concept of using the right plant in the right place is important in the shoreline environment because the shoreline includes a variety of conditions including a dry slope, a littoral shelf, and deeper water areas. Selecting the right plant requires knowledge of plants, including function, aesthetics, and environmental/growing requirements and knowledge of site characteristics. Three questions to ask about plants are:

1. Aesthetically: what do you want the plant to look like?
2. Functionally: what do you want the plant to do?
3. Environmentally: what conditions does the plant need to grow?

Aesthetics

There are common plant characteristics that are generally considered to have aesthetic value. Most people enjoy a variety of color, texture, and forms in plant material. Aesthetic characteristics describe the look of the plant and can be used to create a pleasing composition that enhances the aquatic habitat. Aesthetics also refers to the organization of plants in the landscape through repetition of plants and color, form, or texture at specific locations in the landscape to create a recognizable pattern.

Color- Color is usually the most attractive visual characteristic of plants, but it also is the most fleeting, as most plants only display prominent color during short bloom periods. Light qualities of the site--sunny or shady areas--affect the perception of color. Warm colors such as white, yellow, orange, and red show up more in aquatic and shady environments because they contrast with the darker blues, greens, and browns of water and foliage. Cool colors such as blues and dark purples are less noticeable because they tend to blend with greens. Including a variety of greens in the aquatic plants will create interest year-around.

References

Denny, G, and Hansen, G. (2012) *Right Plant-- Right Place: The Art and Science of Landscape Design-Plant Selection and Siting*. <http://edis.ifas.ufl.edu/ep416>.

Hansen, G. & Alvarez, E. (20120) *Landscape Design: Aesthetic Characteristics of Plants*. <http://edis.ifas.ufl.edu/ep433>.

Texture- Textures are typically described as coarse (large, broad leaves and big stems) medium (average leaves and stems), or fine (tiny leaves, thin stems). Texture can provide contrast and interest, particularly when there is a lack of variety in color. Texture is the most variable quality of a plant- it can change with the seasons when plants lose their foliage, and it can change with viewing distance. Stormwater ponds are often viewed from a distance so bold textured plants with large, broad leaves and big flowers show better. Use a fine textured plant, such as a grass, to contrast with the bold texture and provide more interest.

Form- Growth habit or form, is the most recognizable quality of a plant. Choose the plant form most appropriate for the desired function. It is important to remember that plant change over time as they grow. Form also helps determine if plant material should be used in masses or as individual specimens. In large open areas such as ponds large upright plants with well defined leaves that grow in large clumps are often preferred. Floating plants with broad flat leaves, such as water lilies, work well as long as they don't spread and cover the entire pond surface.

Size- It is important to consider the size of the plant when it is fully mature. Tall plants can sometimes block views when they are mature so consider height as well as spread. The slope to the water affects the visual height of the plant depending on the location of the plant on the slope. Tall plants at the top of the slope will block the view of the water so locate low growing plants at the top of slope and taller plants at the bottom.

Function

When choosing plants for a particular site, consider the Function of the plants. Functional characteristics include density of foliage to block views, density of root mass to prevent erosion, and ability to take up nutrients and pollutants to improve water quality.

Erosion control - Trees in the water at the pond edge can help control erosion by breaking up the wind and wave action that contributes to shore erosion. Large trees that do well in wet conditions include: Red Maple (*Acer rubrum*), Loblolly Bay (*Gordonia lasianthus*), and Bald Cypress (*Taxodium spp.*). Strongly rooted emergent plants also help prevent erosion . Emergent plants include: Bulrush (*Scirpus spp.*), Spike Rush (*Eleocharis app.*), Pickerel weed (*Pontederia cordata*), and Duck Potato



Growing Conditions

A site inventory and analysis will guide plant choices by noting environmental conditions in the pond and on the shoreline. Conditions that affect plants in aquatic habitats include water depth, fluctuating water levels,

foraging fish, soil structure, the slope of the littoral shelf, and light availability. Conditions that affect landside plants include bank slope and soil structure.

Water Depth

Water depth must be considered when choosing plants because wetland plants grow in three different groups or zones with varying water depths. Emergent wetland plants are rooted in the soil in the shallow water of the upper littoral zone with the upper portion of the plant out of the water. Emergent wetland plants are further divided into short-stemmed marginal plants that do well in wet mud or sand and marginal plants that grow on the bank and prefer changing water levels. Submerged plants grow entirely underwater and are typically located in the lower littoral zone where the water is deepest. The floating wetland plants have roots that dangle and are rooted in the pond bottom in the middle littoral zone. Creating deeper areas by excavation can help expand the size of planted areas.

Fluctuating Water Levels

Ponds that have fluctuating water levels present a challenge when selecting plants. The plants need to thrive in both wet and dry conditions, sometimes for extended periods. Emergent plants that are more tolerant of draw-downs (exposed pond soil) include: Pickerel-weed, (*Pontederia* spp.), Duck Potato (*Sagittaria lancifolia*), Bulrush (*Scirpus* spp.), Golden Canna (*Canna flaccida*), Spike Rush (*Eleocharis* sp.) and Blue Flag Iris (*Iris virginica*).

Controlling Grass Carp

Although Grass carp (sterile triploid) are sometimes used for biological control of aquatic vegetation they can present problems with new plantings. Grass carp prefer submerged plants, but they also browse on the tips of young tender emergent plants. To prevent loss of new plants install a barricade around the plants, such as four wire fencing or plastic net fencing from the pond bottom to the top of the water until the plants are larger and less tender.

References

White, Gilbert, F., Worthington, E.B., and Ackerman, V.C. (1973) *Man-Made Lakes: Their Problems and Environmental Effects* American Geophysical Union, William Byrd Press, Richmond Virginia.

UF/IFAS Communications, Florida LAKEWATCH, Dept. of Fisheries and Aquatic Sciences. *A Beginner's Guide to Water Management, Aquatic Plants in Florida Lakes*, Information Circular 111, October 2007

Soil Structure

Soil (substrate) conditions are important for plant growth. Rocky bottoms in the pond are too hard for plant roots to penetrate and muck soil is too soft and unstable to anchor plants. Sandy soil with some organic matter (between rocks and muck) is usually best. Too much organic matter can create high levels of acids, methane, ethylene, and alcohols which are toxic to plants.

Slope of Littoral Shelf

Steep slopes, that create changes in water levels and growing conditions make establishment more difficult. It is important to determine the average water level along the shoreline on a yearly basis because many plants will die if they are too wet or too dry for long periods. Manipulating the depth and slope is one of the best ways to encourage plant growth. Littoral zone size often increases as the pond gets older because increased sedimentation and water movement decreases the depth of the lake.

Slope of Pond Bank

The slope of the bank leading to the waters edge can present challenges for the establishment of the no-mow or no-maintenance zone. Several techniques can be used to prevent erosion and capture irrigation water for the slope plants. Installing mini-baffles (short lengths of plastic edging or landscape timbers) on the downhill side of plants will hold water and keep soil from eroding. Porous landscape fabric such as burlap or jute will also trap sediment and water. Rip rap made from stone, concrete rubble or pavers can help slow water runoff and creating swales and berms along the bank will intercept water and allow it to percolate.

Light Availability

Light availability is the most important factor in plant growth and is primarily determined by water clarity and depth. Water clarity is determined by organic color and suspended particles, both organic and inorganic. Bottom feeding fish such as carp and catfish can increase suspended sediment which blocks light and may limit plant growth. Slowing surface runoff with plant buffers and no-mow zones and using rip-rap at drain discharge areas will help decrease turbidity caused by water movement. Nutrient levels in ponds, both from soil and human-caused, can affect light availability by increasing algal growth which decreases water clarity. Reducing algae growth will increase light available to plants.

Shoreline Plant Installation

1. Shoreline preparation

Remove undesirable plant species in the shoreline area. Remove roots of undesirable species to prevent regrowth.

Determine the average shoreline water level on a yearly basis. This is especially important because water levels may vary dramatically that making plants harder to survive if they are kept too wet or too dry for extended periods.

Measure maximum water depth in areas to be planted. These measurements will assist in deciding the numbers and types of plants you need and the boundaries in which to plant them.

Consider increasing the size of planting zones. Deepening the margins around the edge of a pond can help prevent undesirable plants, such as non-native torpedo grass, from invading into the water.

Develop a detailed planting plan that includes types and numbers of plants needed. The accuracy and detail of your measurements will play a key role in the planting plan. A detailed plan will increase efficiency during planting and promote plant survival.

Note that stormwater ponds are planned and permitted according to Florida Department of Environmental Protection or local Water Management District criteria, and proper approvals must be obtained prior to modifying these types of ponds. Counties and local governments may also have guidelines or policies on stormwater ponds. It is advisable to contact the county public works office to ensure planting plans are permissible.

2. Shoreline plant installation

When to Plant. Perennials and grasses should be planted during peak growing season (in mid-to-late summer) to allow enough time for their root systems to become established before they go dormant in the late fall. Trees and shrubs should be planted in spring and fall when there is adequate rainfall to help them develop strong roots and leafy growth.

Handle wetland plants with care during planting. Plants should be wrapped in wet newspaper to avoid injury and drying. Do not place plants in the trunk of a car or in the back of a truck where they will overheat. When planting, start with plants in the deep water zones and work up the banks. Planting should be conducted in the early morning or late afternoon to avoid the hot midday sun.

Where to Plant. If possible, locate aquatic plants 2 or 3 feet from the planted bank or plant low-growing plants. The gap between the aquatic plants and the shore plants will prevent accidental trimming of aquatic plants with the weed trimmer when maintaining the shore plants on the bank.

Plant in clumps. Planting like species in clumps creates attractive concentrations of color and provides more varied habitat features. Three or four plants of the same species should be installed in the same hole and they will expand into a cluster of plants. Installing plants in clusters will increase survivability of shoreline plants, facilitate management of weeds, and minimize colonization of unwanted plants.

3. Maintenance after installation

Routine maintenance is needed during the initial stage after the installation of plants to allow expansion of the desirable plants and control the growth of invasive species. Desirable native species do not require fertilizers or spray.

Generally, maintenance requirements are minimal after the plantings become established. Herbicides may be needed if undesirable the plants become established after the first year when wetland plants are better established. Only herbicides that are registered specifically for use in wetlands by the U.S. Environmental Protection Agency and the Florida Depart-

Adapted from:

Main, M. B., Allen, G. M., and Langeland, K. A., 2006. *Creating Wildlife Habitat with Native Florida Freshwater Wetland Plants*. UF IFAS Extension publication. <http://edis.ifas.ufl.edu/fa007>

Seminole County Department of Public Works, (n.d.). *How to Plant Your Lakefront*. <http://www.seminole.water.ifas.usf.edu/upload/documents/How%20to%20Plant%20Your%20Lakefront%20Booklet.pdf>

Wilson, D. and Korb, G., 1999. *Shoreline Plants and Landscaping*. University of Wisconsin-Extension. <http://cfpub.epa.gov/nrstbx/files/wiexlandscape.pdf>

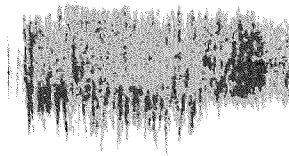
Recommended Shoreline Species For Neighborhood Ponds

Water Edge Zone



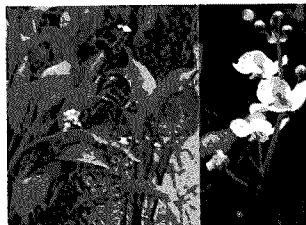
Height: floating leaves
 Light: full sun to partial shade
 Water: 30-36"
 Distribution: FL Statewide

<http://www.dep.state.fl.us/lands/invaspec/2ndlevpgs/pdfs/Circular4.pdf>
Fragrant Water Lily *Nymphaea odorata*



Height: 2.5 ft.
 Light: full sun to partial shade
 Water: 6-12"
 Distribution: FL Statewide

<http://www.dep.state.fl.us/lands/invaspec/2ndlevpgs/pdfs/Circular4.pdf>
Spikerush *Eleocharis cellulosa & interstincta*



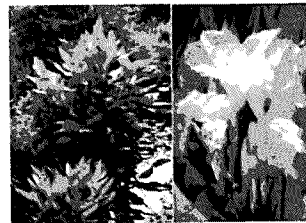
Height: 3 ft.
 Light: full sun to partial shade
 Water: 6-12"
 Hardiness zone: 6-10

<http://www.southeasternflora.com/viewfull.asp?picid=1688>
<http://www.southeasternflora.com/viewfull.asp?picid=1687>
Duck potato *Sagittaria lancifolia*



Height: 3 ft.
 Light: full sun to partial shade
 Water: 6-18"
 Hardiness zone: 3b-10

<http://cheryltharner.blogspot.com/2010/02/wetland-plants-and-dragonfly-fever.html>
Pickerelweed *Pontederia cordata*



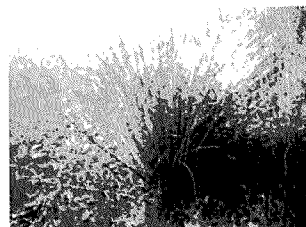
Height: 3 ft.
 Light: full sun to partial shade
 Water: 12-18"
 Hardiness zone: 8-10

<http://www.dep.state.fl.us/lands/invaspec/2ndlevpgs/pdfs/Circular4.pdf>
http://www.oohoeplantguide.com/PlantDetails.aspx?Plant_id=414
Golden canna *Canna flaccida*



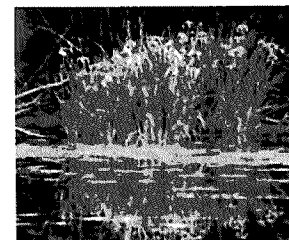
Height: 2 ft.
 Light: partial shade
 Water: 3"
 Hardiness zone: 7-11

<http://www.guitarfish.org/2008/08/12/swamp-lily-flower>
Swamp lily *Crinum americanum*



Height: 4 ft.
 Light: full sun
 Water: dry to wet; water edge
 Hardiness zone: 8b-11

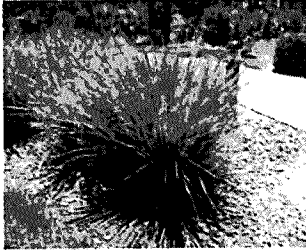
<http://www.apriliani.com/sand-cord-grass>
Sand Cord Grass *Spartina bakerii*



Height: 2 ft.
 Light: partial shade
 Water: moist to wet; water edge
 Hardiness zone: 8b-11

<http://www.wellsphere.com/healthy-living-article/friday-flowers-wild-iris-442029>
Blue Flag Iris *Iris virginica*

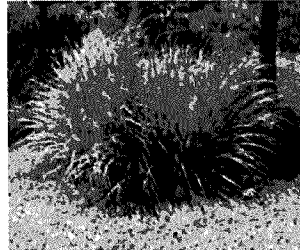
Bank Slope Zone



Height: 4 ft.
Light: full sun to partial shade
Water: dry to moist
Hardiness zone: 8-11

http://www.pauverlander.com/index_TB-Tripsacum%20dactyloides-Fakahatchee%20Grass.php

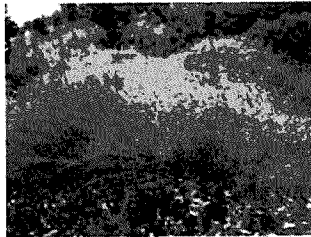
Fakahatchee Grass *Tripsacum dactyloides*



Height: 3 ft.
Light: full sun to partial shade
Water: dry to wet
Hardiness zone: 8-11

http://apofl.com/plants/contract-growing/grasses/_page/2/

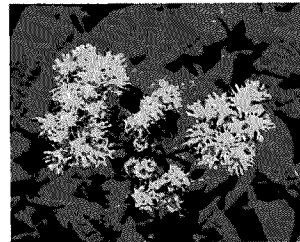
Florida Gamagrass *Tripsacum floridanum*



Height: 3 ft.
Light: full sun
Water: dry to wet
Hardiness zone: 7-11

<http://www.dickersonlandscaping.com/nursery/grasses-bamboo.aspx>

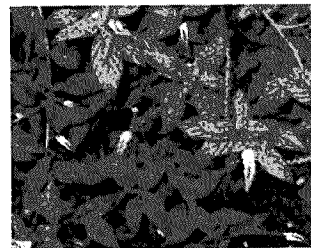
Muhly Grass *Muhlenbergia capillaris*



Height: 2 ft.
Light: full sun to partial shade
Water: moist
Hardiness zone: 4-11

http://www.sbs.utexas.edu/bio-4060/images/pics/ast/conoclinium_coelestinum.htm

Blue Mistflower *Conoclinium coelestinum*



Height: 1.5 ft.
Light: full sun to partial shade
Water: dry
Hardiness zone: 10-11

<http://vanillana.wordpress.com/robin-plants-plantas/robin-plant-files/fichas-de-plantas/>

Scorpion Tail *Heliotropium angiospermum*



Height: 2 ft.
Light: full sun
Water: dry to moist
Hardiness zone: 9-11

<http://www.phbase.com/hjstced/image/99274631/original>

Blue Porterweed *Stachytarpheta jamaicensis*



Height: 0.5 ft. (as ground cover)
Light: full sun
Water: moist
Hardiness zone: 8-11

http://folsomaps.org/passion_vine.html

Passion Vine *Passiflora incarnata*

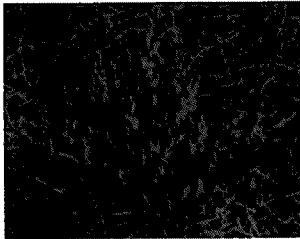


Height: 3 ft.
Light: full sun to partial shade
Water: dry to wet
Hardiness zone: 8b-11

<http://njaes.rutgers.edu/images/photos/deerresistance/iris-sibirica.jpg>

African Iris *Diets iridioides*

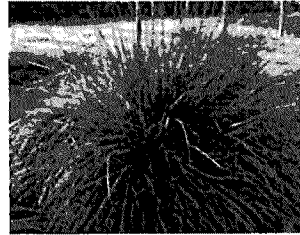
Bank Top Zone



Height: 2 ft.
Light: full sun
Water: dry
Hardiness zone:
4-11

<http://www.gossettsgreenery.com/plants/juniper-parsons>

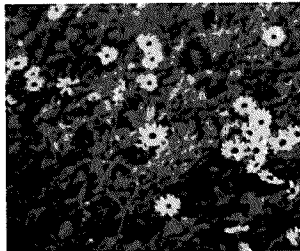
Parson's Juniper *Juniperus chinensis 'parsonii'*



Height: 3 ft.
Light: full sun
Water: dry
Hardiness zone:
8-10

<http://www.learn2grow.com/plants/paspalum-quadrifarium-images/>

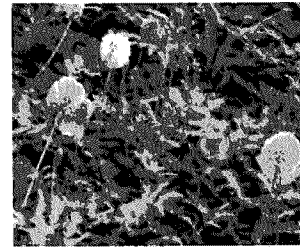
Crown Grass *Paspalum quadrifolium*



Height: 3 ft.
Light: full sun
Water: dry
Hardiness zone:
8b-11

<http://4.pinellas.k12.fl.us/Teachers/ByersS/images/DKF4D24A6644607B7F125C8A2AAD17.jpg>

Beach Sunflower *Helianthus debilis*



Height: 0.5 ft.
Light: full sun
Water: dry
Hardiness zone:
8-11

<http://ekcechobee.ifas.ufl.edu/News%20columns/2008.Plants.htm>

Sunshine Mimosa *Mimosa strigillosa*



Height: 4 ft.
Light: full sun
Water: dry
Hardiness zone:
7-10

http://www.floridasnaturc.com/landscape/lantana_canaria.htm

Pineland Lantana *Lantana depressa*



Height: 2 ft.
Light: full sun to
full shade
Water: dry
Hardiness zone:
8b-11

<http://fnpsblog.blogspot.com/2010/08/coonties-captivating-cycads.html>

Coontie *Zamia floridana*



Height: 1.5 ft.
Light: full sun
Water: dry
Hardiness zone:
9-11

<http://nanak-mygardenpath.blogspot.com/2010/04/sunny-blooms.html>

Tampa Vervain *Glandularia tampensis*

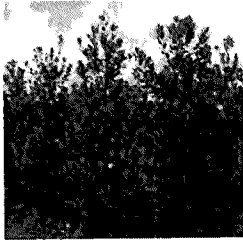


Height: 1.5 ft.
Light: full sun to
full shade
Water: dry
Hardiness zone:
8-11

<http://foliagefirst.bestplants.com.au/destiny.html>

Flax Lily *Dianella tasmanica*

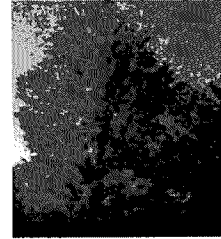
Trees and Large/Medium Shrubs– all Zones



<http://www.allnativeflora.com/loblolly>

Loblolly Bay *Gordonia lasianthus*

Height: 50 ft.
Spread: 25 ft.
Light: part sun
Water: wet
Hardiness zone:
8-9



<http://www.arborday.org/trees/detail/Red-Maple>

Red Maple *Acer rubrum*

Height: 45 ft.
Spread: 30 ft.
Light: full sun
Water: wet
Hardiness zone:
8-10



<http://www.texastrees.org/cms/wp-content/uploads/2010/07/bald-cypress>

Bald Cypress *Taxodium spp.*

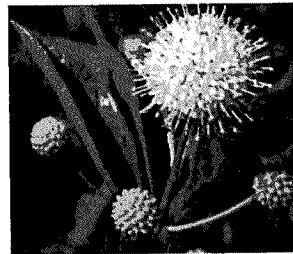
Height: 60 ft.
Spread: 20 ft.
Light: full sun
Water: wet
Hardiness zone:
8-10



<http://www.arkellys.com/Images/trees/Holly-Dahoon>

Dahoon Holly *Ilex cassine*

Height: 25 ft.
Spread: 15 ft.
Light: full sun/
shade
Water: wet
Hardiness zone:
8-10



<http://www.yorkccd.org/wordpress/wp-content/uploads/2009/12/Buttonbush>

Buttonbush *Cephalanthus occidentalis*

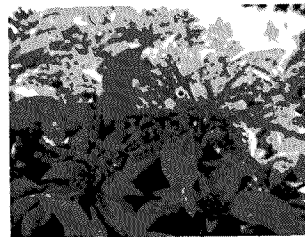
Height: 12 ft.
Spread: 7 ft.
Light: full sun
Water: wet
Hardiness zone:
8-11



<http://www.my-photo-gallery.com/wp-content/uploads/2010/Sweet-Pepperb>

Sweet Pepperbush *Clethra alnifolia*

Height: 6 ft.
Spread: 6 ft.
Light: full sun to
full shade
Water: wet
Hardiness zone:
8-9



http://upload.wikimedia.org/wikipedia/commons/1/16/Hamelia_patens_Flowe

Firebush *Hamelia patens*

Height: 15 ft.
Spread: 6 ft.
Light: full sun to
shade
Water: well to
medium drained
Hardiness zone:
9-11



<http://foliagefirst.bestplants.com.au/destiny.html>

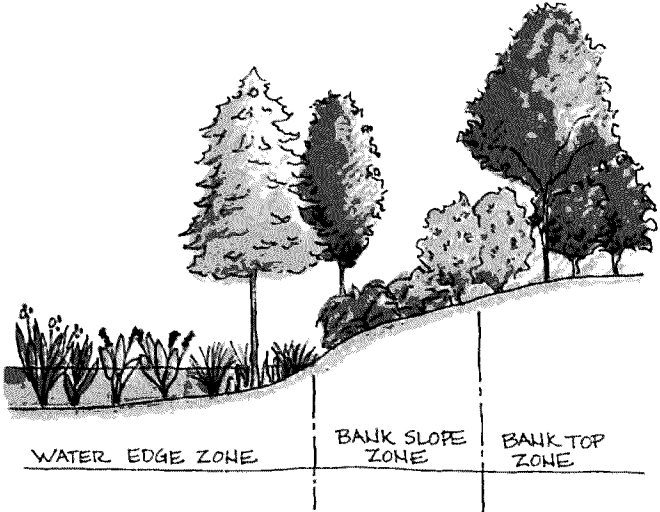
Virginia Sweetspire *Itea virginica*









Height: 6 ft.
Spread: 4 ft.
Light: full sun to
full shade
Water: wet
Hardiness zone:
8-9

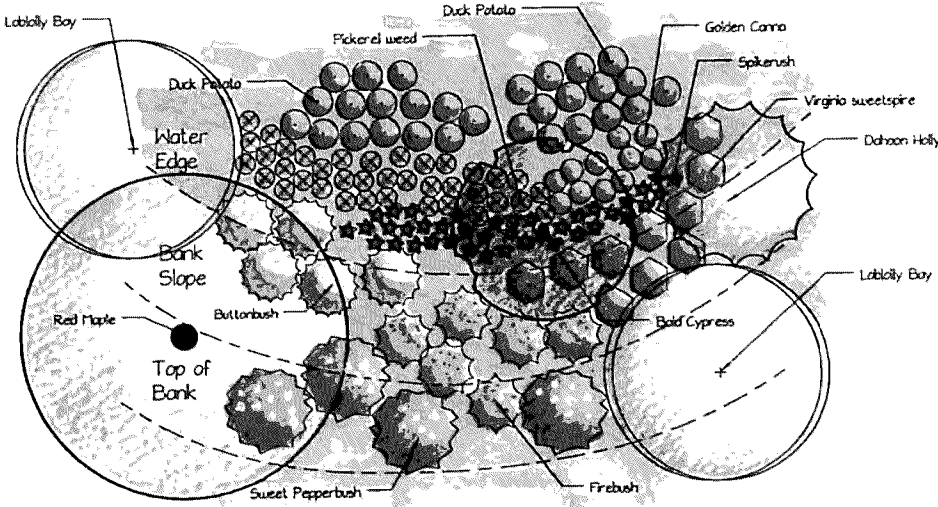
Moderate to gentle slope with shrubs and trees

10 foot slope and 8 foot top of bank. 60 foot wide lot = 148 plants

The slope and top of bank is planted with large and medium shrubs to provide a transition from the pond edge to a wooded area. Use aquatic plants of various heights for interest. Cluster in the water for a natural look. (Image credits: Gail Hansen)

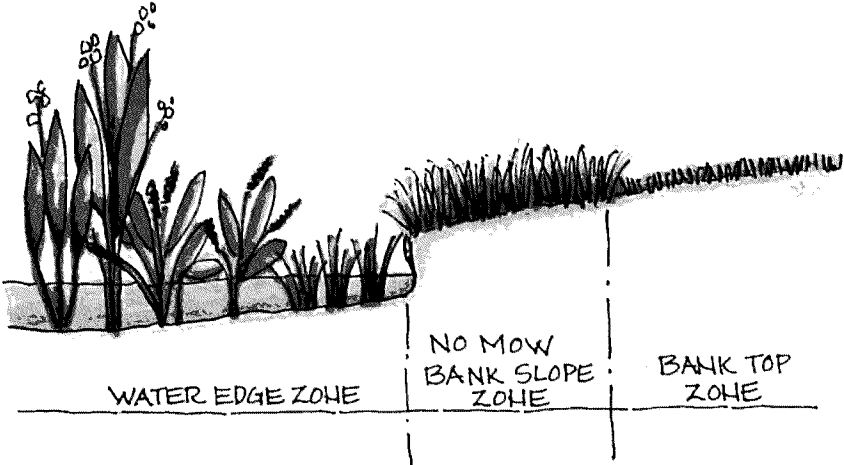


-  Spikerush
-  Virginia Sweetstire (*Rea virginica*)
-  Sweet Pepperbush (*Clethra alnifolia*)
-  Pickerel Weed (*Pontederia cordata*)
-  Firebush (*Hamelia patens*)
-  Buttonbush (*Cephalanthus occidentalis*)
-  Golden Canna (*Canna flaccida*)
-  Duck Potato

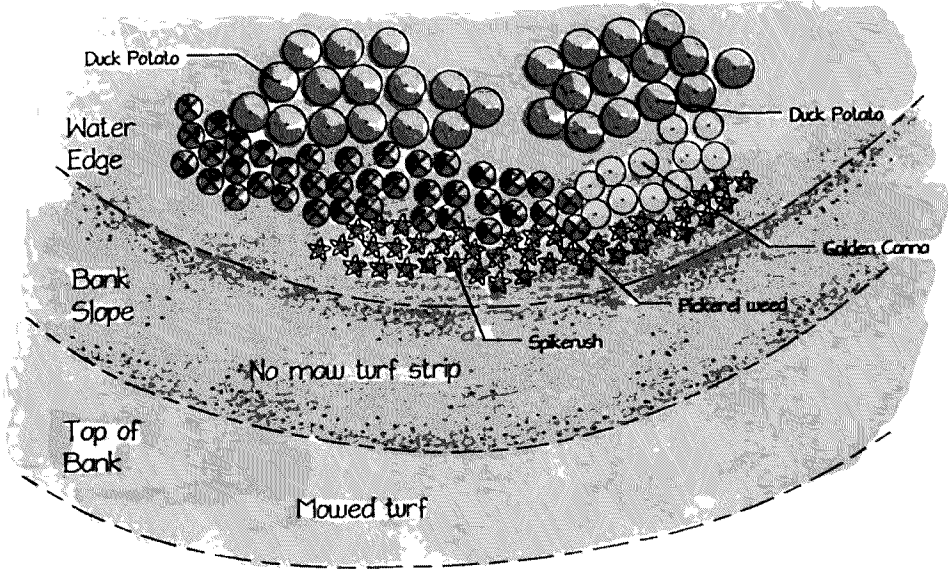


Moderate to Gentle Slope with cut bank

5 to 10 foot no-mow strip (cut bank caused by erosion) – 60 foot wide lot = 119 plants
Turf is planted to the water edge and a no-mow zone is established around the perimeter of the pond. The no-mow strip can be top-trimmed to maintain a neater appearance. Use low aquatic plants or leave a small gap next to the shoreline to avoid cutting aquatic plants with trimmer. Cluster in the water for a natural look.
(Image credits: Gail Hansen)



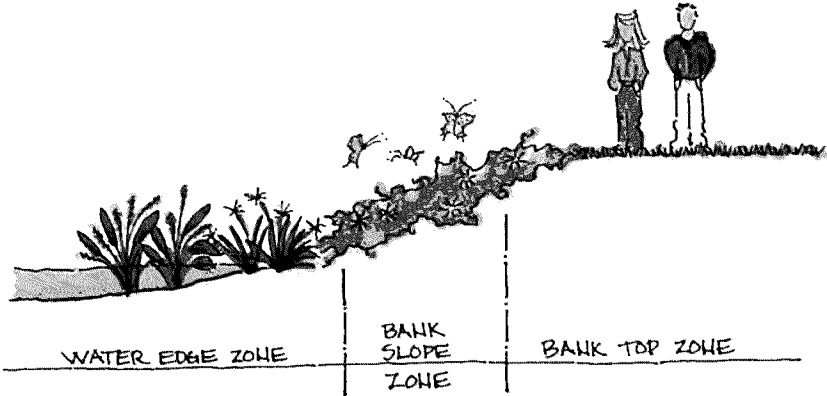
- Golden Canna (*Canna flaccida*)
- ★ Spikerush (*Eleocharis* spp.)
- Duck Potato (*Sagittaria lanatifolia*)
- Pickerel Weed (*Pontederia cordata*)



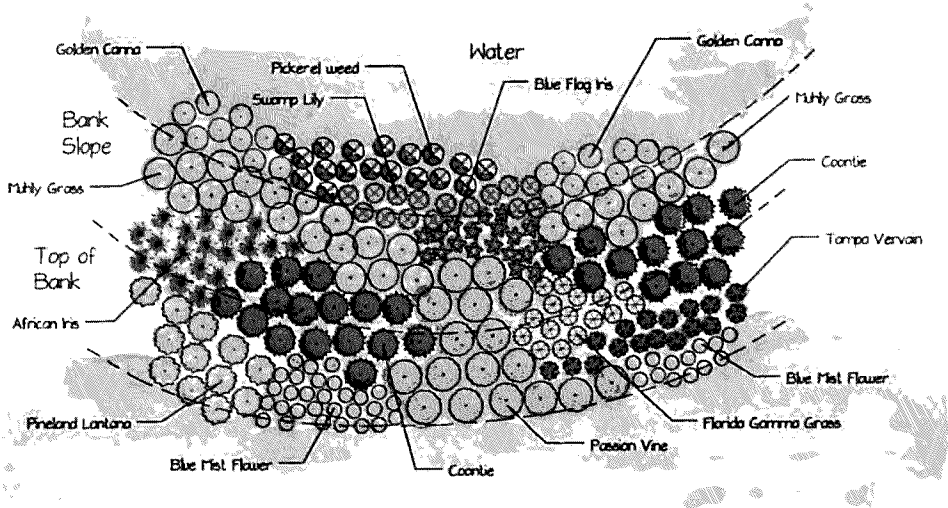
Short, Steep Slope– 15 to >20%

10 foot slope and 5 foot top of bank– 60 foot wide lot = 242 plants

Use low-growing, sprawling ground cover such as Sunshine Mimosa, Beach Sunflower, or Passion Vine on steep slopes. Plant at the top of the bank and encourage plants to grow down the bank by pinning the vines in the direction you want them to grow. Cluster or group similar plants for a natural look. (Image credits: Gail Hansen)



- | | | |
|---|--|---|
| ○ Blue Mist Flower (<i>Conoclinium coelestinum</i>) | ⊙ Florida Gamma Grass (<i>Tripsacum flordanum</i>) | ⊙ Blue Flag Iris (<i>Iris virginica</i>) |
| ● Tampa Vervain (<i>Glandularia tampensis</i>) | ⊙ Muhly Grass (<i>Muhlenbergia capillaris</i>) | ⊙ Golden Canna (<i>Canna flaccida</i>) |
| ✱ African Iris (<i>Diets inidioides</i>) | ⊙ Pineland Lantana (<i>Lantana depressa</i>) | ⊙ Swamp Lily (<i>Crinum americanum</i>) |
| ● Coontie (<i>Zamia pumila</i>) | ⊙ Passion Vine (<i>Passiflora incarnata</i>) | ⊙ Pickerel Weed (<i>Pontederia cordata</i>) |

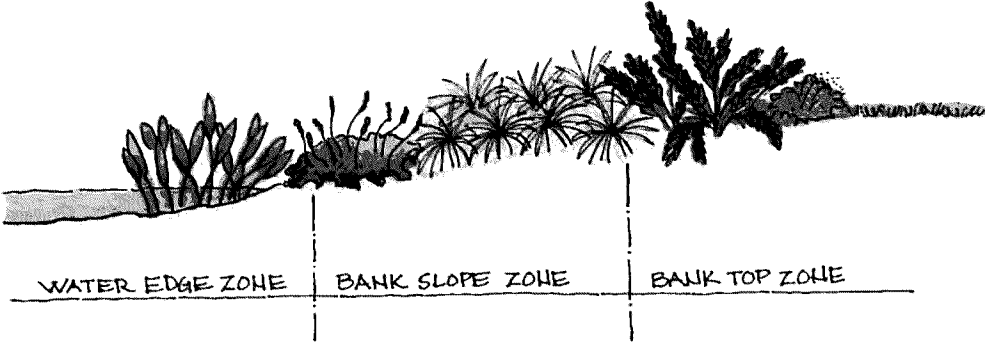













Moderate Slope– 10 to 15%

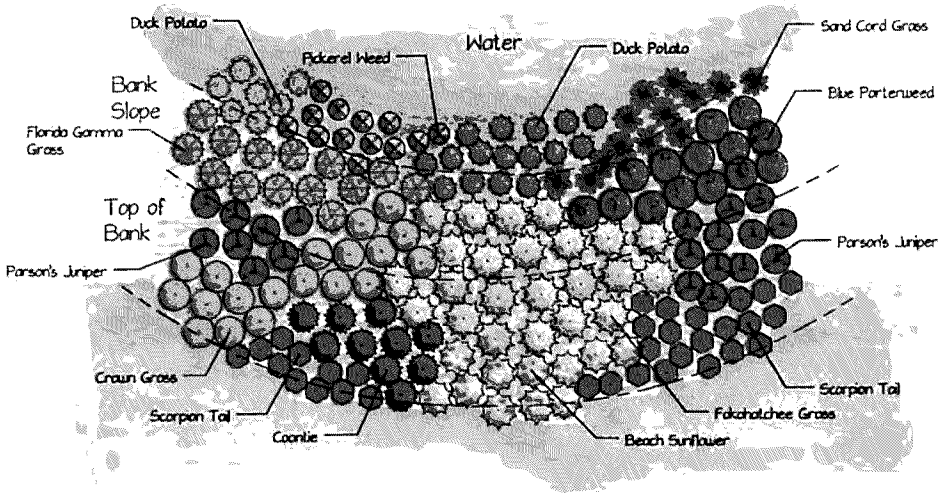
10 foot slope and 8 foot top of bank– 60 foot wide lot = 192 plants

Use clump grasses and mounding low-growing shrubs or clumping perennials at the top of the bank where the slope starts, such as Coontie, Crown Grass and Fakahatchee Grass. On the slope use sprawling plants such as Blue Porterweed.

(Image credits: Gail Hansen)



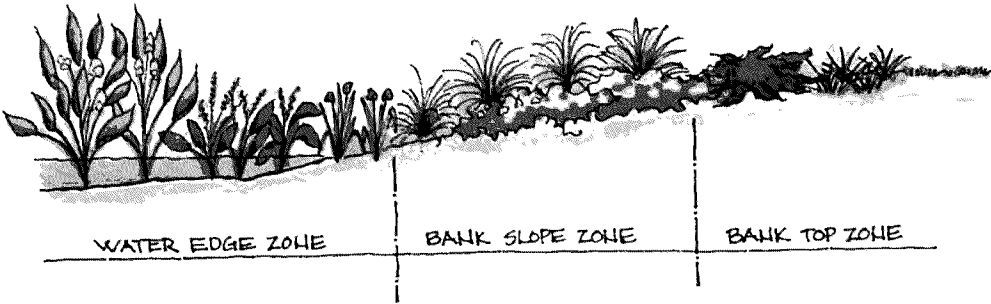
-  Blue Porterweed (*Stachytarpheta jamaicensis*)
-  Fakahatchee Grass (*Tripsacum dactyloides*)
-  Duck Potato (*Sagittaria lancifolia*)
-  Parson's Juniper (*Juniperus chinensis parsonii*)
-  Beach Sunflower (*Helianthus debilis*)
-  Pickerel Weed (*Pontederia cordata*)
-  Coontie (*Zamia pumila*)
-  Crown Grass (*Paepalum quadrifolium*)
-  Sand Cord Grass (*Spartina bakeri*)
-  Florida Gamma Grass (*Tripsacum floridanum*)
-  Scorpion Tail (*Heliotropium angospermum*)














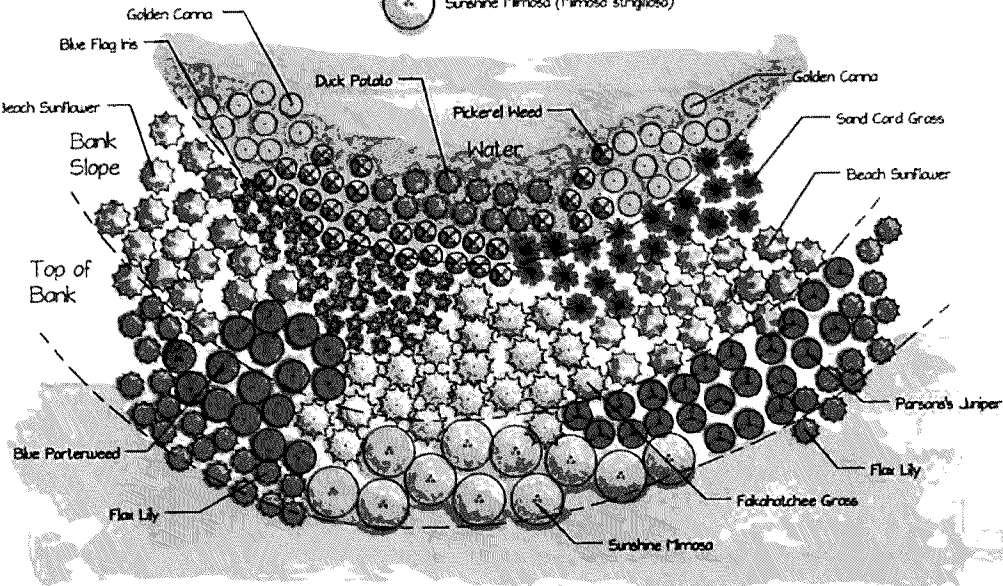
Long, Gentle Slope- 5 to 10%

15 foot slope and 8 foot top of bank- 80 foot wide lot = 260 plants

Use clump grasses, low-growing groundcover and small shrubs, such as Parson's Juniper or Coontie on long, gentle slopes. Plant shrubs at the top of the bank and sprawling plants and grasses such as Beach Sunflower, and Fakahatchee on the slope. Cluster or group plants on land and in the water for a natural look. (Image credits: Gail Hansen)



-  Blue Portulaca (*Stachytarpheta jamaicensis*)
-  Blue Flag Iris (*Iris virginica*)
-  Duck Potatoe (*Sagittaria lanifolia*)
-  Flax Lily (*Dianella tasmanica variegata*)
-  Fakahatchee Grass (*Tripsacum dactyloides*)
-  Golden Canna (*Canna flaccida*)
-  Parson's Juniper (*Juniperus chinensis parsonii*)
-  Beach Sunflower (*Helianthus debilis*)
-  Pickerei Weed (*Pontederia cordata*)
-  Sunshine Mimosa (*Mimosa strigilosa*)
-  Sand Cord Grass (*Spartina bakeri*)



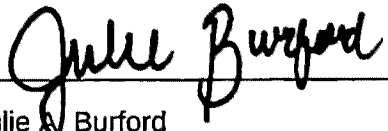
REFERENCES

REFERENCES

1. Florida Fish and Wildlife Conservation Commission Species Profiles:
<https://myfwc.com/wildlifehabitats/profiles/>
2. Florida Fish and Wildlife Conservation Commission – Florida's Endangered and Threatened Species:
<https://myfwc.com/media/1945/threatened-endangered-species.pdf>
3. Florida Native Plant Society – Native Plants:
<https://www.fnps.org/plants>
4. Atlas of Florida Plants:
<https://florida.plantatlas.usf.edu/>

QUALIFICATIONS OF PREPARER

Julie Burford is a formally educated and trained wildlife biologist with over twelve (12) years' experience in land and habitat assessments for both public and private properties. She currently provides oversight of other lands under conservation easements in the State of Florida. A survey of the property was conducted to document the present condition and conservation value of the property.



Julie A Burford
Wildlife Biologist & Land Protection Associate

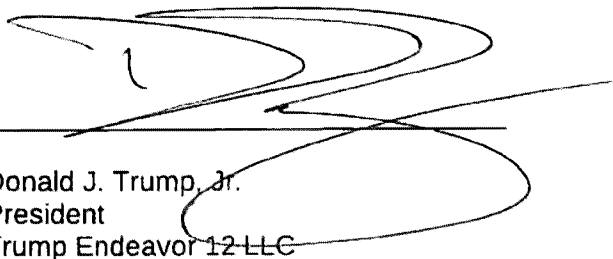
December 7, 2022

Date

ACKNOWLEDGMENT OF BASELINE DOCUMENTATION

We Grantor and Grantee, have signed this Baseline Documentation Report with the understanding and agreement that this report will be used for, but not limited to, monitoring the Property depicted and described in this Report for compliance with the Conservation Easement granted to The City of Doral signed by Grantor and Grantee. Grantor and Grantee have read this Report and understand it. Grantor and Grantee agree that this Report, including the maps and photographs, accurately describes, and depicts the physical features, relevant site conditions, and current structures and land uses on the Property conserved by the Conservation Easement. Grantor and Grantee affirm that there are no activities ongoing on the Property that are inconsistent with the Conservation Easement.

GRANTOR:




Donald J. Trump, Jr.
President
Trump Endeavor 12 LLC

December 11, 2022

Date

ACCEPTED BY:



Pete Cabrera
Councilman
City of Doral

DECEMBER 13, 2022

Date

After Recording Return To:

Antonio L. Martinez, Esq.
Martinez & Morales LLC
2600 S. Douglas Road, Suite 305
Coral Gables, Florida 33134

[Space Above This Line For Recording Data]

DOCUMENT RECORDING COVERSHEET

**DOCUMENT: Release of Reservations No.18917 by South Florida Water Management District
on Lands Deeded by Board of Commissioners of Everglades Drainage District**

LEGAL DESCRIPTION:

That Portion of Tracts 3, 6, 11, 13, 15, 16, 18, 20, 26, 30, 31, 37, 38, 53 and 58, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the plat thereof recorded in Plat Book 2, page 17, public records of Miami-Dade County, Florida, lying within the following described lands:

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 S 01°43'19" E, along the East line of Said Section 21, for 330.62 feet; thence S 89°31'53" W for 250.06 feet, to the POINT OF BEGINNING of the herein described parcel; thence S 01°42'56" E for 2278.09 feet; thence S 89°31'05" W for 249.11 feet; thence N 45°01'17" W for 41.33 feet; thence N 75°50'55" W for 90.96 feet; thence S 61°03'02" W for 93.93 feet; thence S 33°36'54" E for 170.99 feet; thence S 05°41'11" E for 534.60 feet; thence S 00°15'18" E for 432.83 feet; thence S 34°22'07" W for 712.26 feet; thence S 11°15'05" W for 160.59 feet; thence N 53°22'52" W for 624.71 feet; thence N 69° 53'32" W for 152.79 feet; thence N 34°21'30" W for 260.13 feet; thence N 44°31'10" W for 193.55 feet; thence N 33°57'57" W for 374.54 feet; thence N 44°35'51" W for 179.60 feet; thence N 19°16'11" W for 282.13 feet; thence N 13°53'43" W for 112.70 feet; thence N 20°11'17" W for 104.72 feet; thence N 52°13'09" W for 56.12 feet; thence N 31°58'48" W for 220.50 feet; thence N 42°40'55" W for 159.05 feet; thence N 11°31'43" W for 376.75 feet; thence N 55°21'31" W for 254.25 feet; thence N 41°56'36" W for 226.40 feet; thence N 11°27'05" W for 346.25 feet; thence N 21°19'54" E for 391.97 feet; thence N 32°48'06" E for 164.76 feet; thence N 19°21'18" E for 233.19 feet; thence N 89°31'49" E for 163.05 feet; thence N 01°45'28" W for 390.84 feet; thence N 89°30' 34" E for 806.68 feet; thence S 01°45'28" E for 59.95 feet; thence N 89°31' 53" E for 1588.33 feet, to the POINT OF BEGINNING.



RELEASE OF RESERVATIONS NO. 18917

BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ON LANDS DEEDED BY
BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT

WHEREAS, pursuant to and in compliance with Chapter 25420, Laws of Florida, Acts of 1949, the Board of Commissioners of Everglades Drainage District effected the transfer of all reservations held by said Board and District to the Central and Southern Florida Flood Control District, and

WHEREAS, Central and Southern Florida Flood Control District was created under and by virtue of Chapter 25270, Laws of Florida, Acts of 1949, and has generally operated according to the provisions of Chapter 373, Florida Statutes, and

WHEREAS, pursuant to and in compliance with Section 373.069(3), Florida Statutes, the name of Central and Southern Florida Flood Control District has been changed to **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a governmental entity created pursuant to Chapter 373, Florida Statutes, in compliance with and by virtue of the authority in it vested under the Laws of the State of Florida, and for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00), and other valuable considerations received on behalf of Trump Endeavor 12, LLC, a Delaware limited liability company, c/o Antonio L. Martinez, Esq., Martinez & Morales Attorneys at Law., 2600 S. Douglas Road, Suite 305, Coral Gables, Florida 33134, does hereby release and discharge the following described land situate in Miami-Dade County, Florida, and being:

See Exhibit "A" attached hereto and made a part hereof

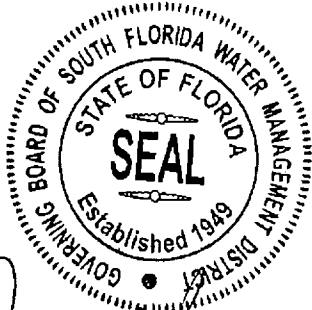
from the following rights which were reserved in Deed No. 744, dated February 16, 1922, recorded in Deed Book 296, page 400; Deed No. 818, dated October 11, 1922, recorded in Deed Book 365, page 194; Deed No. 350, dated November 10, 1916, recorded in Deed Book 160, page 42; Deed No. 672, dated June 28, 1920, recorded in Deed Book 230, page 429; and Deed No. 82, dated September 30, 1915, recorded in Deed Book 145, page 126, Miami-Dade County, Florida, Public Records, all of the foregoing rights which were reserved by the Board of Commissioners of the Everglades Drainage District, to wit:

Saving and reserving unto the said Board of Commissioners of Everglades Drainage District, and its successors, the right at any time to enter upon the said lands and make or cause to be made or constructed thereon, such canals, sluice-ways, dikes and other works as may in the judgment of said Board, or its successors, be necessary and needful for the drainage or reclamation of any of the lands in the Everglades Drainage District, and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may in the judgment of the said Board, or its successors, be necessary to use in the making and construction of said canals, cuts, sluice-ways, dikes and other works upon said lands for the purposes aforesaid.

And further saving and reserving unto the said Board, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred thirty feet (130') on each side of the centerline of any canal, cut, sluice-way or dike that may be made and constructed on said land by said Board of Commissioners of Everglades Drainage District, or its successors, for the purposes aforesaid, and the exclusive right to take, use, dispose and enjoy any timber, earth, stone, rock or gravel lying in and upon said strip of land.




IN WITNESS WHEREOF, the SOUTH FLORIDA WATER MANAGEMENT DISTRICT has caused these presents to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Chairman of said Board and attested by its District Clerk this the 8th day of December, A.D., 2022.

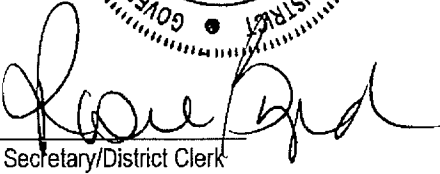


(Seal)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
BY ITS GOVERNING BOARD


By: 
Chauncey P. Goss II, Chairman

ATTEST:


Rosie Byrd, Secretary/District Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of December, 2022, by Chauncey P. Goss II and Rosie Byrd, as Chairman and Secretary/District Clerk of the Governing Board of the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes, on behalf of the South Florida Water Management District, who is personally known to me.


Notary Public

(notary seal)



MOLLY BROWN
Commission # HH 260625
Expires May 3, 2026



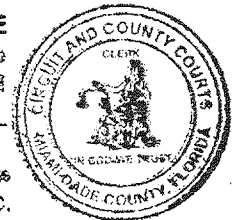
Exhibit "A"

That portion of Tracts 3, 6, 11, 13, 15, 16, 18, 20, 26, 30, 31, 37, 38, 53 and 58, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the plat thereof recorded in Plat Book 2, page 17, public records of Miami-Dade County, Florida, lying within the following described lands:

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 S 01°43'19" E, along the East line of Said Section 21, for 330.62 feet; thence S 89°31'53" W for 250.06 feet, to the POINT OF BEGINNING of the herein described parcel; thence S 01°42'56" E for 2278.09 feet; thence S 89°31'05" W for 249.11 feet; thence N 45°01'17" W for 41.33 feet; thence N 75°50'55" W for 90.96 feet; thence S 61°03'02" W for 93.93 feet; thence S 33°36'54" E for 170.99 feet; thence S 05°41'11" E for 534.60 feet; thence S 00°15'18" E for 432.83 feet; thence S 34°22'07" W for 712.26 feet; thence S 11°15'05" W for 160.59 feet; thence N 53°22'52" W for 624.71 feet; thence N 69° 53'32" W for 152.79 feet; thence N 34°21'30" W for 260.13 feet; thence N 44°31'10" W for 193.55 feet; thence N 33°57'57" W for 374.54 feet; thence N 44°35'51" W for 179.60 feet; thence N 19°16'11" W for 282.13 feet; thence N 13°53'43" W for 112.70 feet; thence N 20°11'17" W for 104.72 feet; thence N 52°13'09" W for 56.12 feet; thence N 31°58'48" W for 220.50 feet; thence N 42°40'55" W for 159.05 feet; thence N 11°31'43" W for 376.75 feet; thence N 55°21'31" W for 254.25 feet; thence N 41°56'36" W for 226.40 feet; thence N 11°27'05" W for 346.25 feet; thence N 21°19'54" E for 391.97 feet; thence N 32°48'06" E for 164.76 feet; thence N 19°21'18" E for 233.19 feet; thence N 89°31'49" E for 163.05 feet; thence N 01°45'28" W for 390.84 feet; thence N 89°30' 34" E for 806.68 feet; thence S 01°45'28" E for 59.95 feet; thence N 89°31' 53" E for 1588.33 feet, to the POINT OF BEGINNING.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on DEC 17 2012 day of AD 20
WITNESS my hand and Official Seal.
HARVEY RUVIN, Clerk of Circuit and County Courts
By TAVASHIA RIVOLD #201144 D.C.



CFN 2022R0934390
OR BK 33504 Pgs 1653-1656 (4Pgs)
RECORDED 12/15/2022 11:30:27
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

After Recording Return To:
Antonio L. Martinez, Esq.
Martinez & Morales LLC
2600 S. Douglas Road, Suite 305
Coral Gables, Florida 33134

[Space Above This Line For Recording Data]

DOCUMENT RECORDING COVERSHEET

DOCUMENT: Release of Reservations No.18917 by South Florida Water Management District on Lands Deeded by Trustees of the Internal Improvement Fund

LEGAL DESCRIPTION:

That Portion of Tracts 3, 6, 11, 13, 15, 16, 18, 20, 26, 30, 31, 37, 38, 53 and 58, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the plat thereof recorded in Plat Book 2, page 17, public records of Miami-Dade County, Florida, lying within the following described lands:

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 S 01°43'19" E, along the East line of Said Section 21, for 330.62 feet; thence S 89°31'53" W for 250.06 feet, to the POINT OF BEGINNING of the herein described parcel; thence S 01°42'56" E for 2278.09 feet; thence S 89°31'05" W for 249.11 feet; thence N 45°01'17" W for 41.33 feet; thence N 75°50'55" W for 90.96 feet; thence S 61°03'02" W for 93.93 feet; thence S 33°36'54" E for 170.99 feet; thence S 05°41'11" E for 534.60 feet; thence S 00°15'18" E for 432.83 feet; thence S 34°22'07" W for 712.26 feet; thence S 11°15'05" W for 160.59 feet; thence N 53°22'52" W for 624.71 feet; thence N 69° 53'32" W for 152.79 feet; thence N 34°21'30" W for 260.13 feet; thence N 44°31'10" W for 193.55 feet; thence N 33°57'57" W for 374.54 feet; thence N 44°35'51" W for 179.60 feet; thence N 19°16'11" W for 282.13 feet; thence N 13°53'43" W for 112.70 feet; thence N 20°11'17" W for 104.72 feet; thence N 52°13'09" W for 56.12 feet; thence N 31°58'48" W for 220.50 feet; thence N 42°40'55" W for 159.05 feet; thence N 11°31'43" W for 376.75 feet; thence N 55°21'31" W for 254.25 feet; thence N 41°56'36" W for 226.40 feet; thence N 11°27'05" W for 346.25 feet; thence N 21°19'54" E for 391.97 feet; thence N 32°48'06" E for 164.76 feet; thence N 19°21'18" E for 233.19 feet; thence N 89°31'49" E for 163.05 feet; thence N 01°45'28" W for 390.84 feet; thence N 89°30' 34" E for 806.68 feet; thence S 01°45'28" E for 59.95 feet; thence N 89°31' 53" E for 1588.33 feet, to the POINT OF BEGINNING



**RELEASE OF RESERVATIONS NO. 18917
BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ON LANDS DEEDED BY
TRUSTEES OF THE INTERNAL IMPROVEMENT FUND**

WHEREAS, pursuant to the provision of Chapter 14717, Laws of Florida, Acts of 1931, and Chapter 20658, Laws of Florida, Acts of 1941, the Trustees of the Internal Improvement Fund of the State of Florida were relieved of all official duties in connection with lands within the Everglades Drainage District, and a new Board of Commissioners of said District was provided to administer the affairs of said District and to assume all the powers heretofore exercised by the said Trustees in the conduct of the affairs of said District, and

WHEREAS, pursuant to and in compliance with Chapter 25420, Laws of Florida, Acts of 1949, the Board of Commissioners of Everglades Drainage District effected the transfer of all reservations held by said Board and District to the Central and Southern Florida Flood Control District, and

WHEREAS, Central and Southern Florida Flood Control District was created under and by virtue of Chapter 25270, Laws of Florida, Acts of 1949, and has generally operated according to the provisions of Chapter 373, Florida Statutes, and

WHEREAS, pursuant to and in compliance with Section 373.069(3), Florida Statutes, the name of Central and Southern Florida Flood Control District has been changed to **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**.

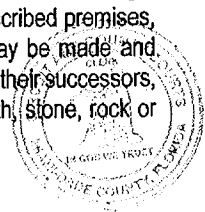
NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a governmental entity created pursuant to Chapter 373, Florida Statutes, in compliance with and by virtue of the authority in it vested under the Laws of the State of Florida, and for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00), and other valuable consideration received on behalf **Trump Endeavor 12, LLC, a Delaware limited liability company**, c/o Antonio L. Martinez, Esq., Martinez & Morales Attorneys at Law., 2600 S. Douglas Road, Suite 305, Coral Gables, Florida 33134, does hereby release and discharge the following described land situate in Miami-Dade County, Florida, and being:

Tract 10, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 in Section 21, Township 53 South, Range 40 East, according to the plat thereof recorded in Plat Book 2, page 17, public records of Miami-Dade County, Florida

from the following rights which were reserved in Deed No. 1437 dated May 23, 1925, recorded in Deed Book 668, page 224, Miami-Dade County, Florida, Public Records, all of the foregoing rights which were reserved by the Trustees of the Internal Improvement Fund to wit:

Saving and reserving unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, and their successors, the right at any time to enter upon the said lands and make or cause to be made and constructed thereon such canals, cuts, sluice-ways, dikes and other works as may in the judgment of the said Trustees, or their successors, be necessary and needful for the drainage or reclamation of any of the lands granted to the State of Florida, by an Act of Congress, approved September 28, 1850, and to take from the said lands hereby conveyed and to use such gravel, stone or earth as may, in the judgment of the said Trustees, or their successors, be necessary to use in the making and construction of said canals, cuts, sluice-ways, dikes and other works, upon said lands for the purposes aforesaid.

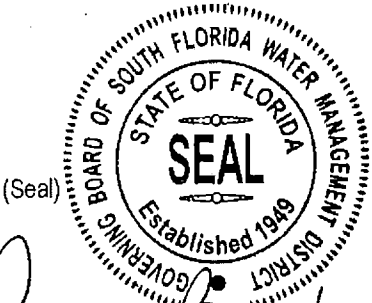
And further saving and reserving unto the said, the Trustees of the Internal Improvement Fund of the State of Florida, the right to the exclusive possession, occupation, use and enjoyment of a strip of land running across the above described premises, one hundred and thirty feet on each side of the center line of any canal, cut, sluice-way or dike that may be made and constructed on said land by the said Trustees of the said Internal Improvement Fund of the State of Florida, or their successors, for the purpose aforesaid, and the exclusive right to take, use, sell, dispose of and enjoy any timber, earth, stone, rock or gravel lying in or upon said strip of land.



IN WITNESS WHEREOF, the SOUTH FLORIDA WATER MANAGEMENT DISTRICT has caused these presents to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Chairman of said Board and attested by its District Clerk, at West Palm Beach, Palm Beach County, State of Florida, this the 8th day of December, A.D., 2022.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT,
BY ITS GOVERNING BOARD

By: *Chauncey P. Goss II*
Chauncey P. Goss II, Chairman



ATTEST: *Rosie Byrd*
Rosie Byrd, Secretary/District Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of December, 2022, by Chauncey P. Goss II and Rosie Byrd, as Chairman and Secretary/District Clerk of the Governing Board of the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes, on behalf of the South Florida Water Management District, who is personally known to me.

Molly Brown
Notary Public

(notary seal)



MOLLY BROWN
Commission # HH 260825
Expires May 3, 2026



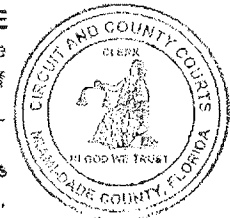
Exhibit "A"

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STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on DEC 1 2019 day of AD 20
WITNESS my hand and Official Seal.
HARVEY RUVIN, Clerk of Circuit and County Courts
D.C.



TANASHIA ARNOLD #201144

EXHIBIT “B”

Part III – Administrative, Procedural, and Miscellaneous

Conservation Easements -- Safe Harbor Deed Language for Extinguishment and Boundary Line Adjustment Clauses

Notice 2023-30

SECTION 1. OVERVIEW

.01 This notice sets forth the safe harbor deed language for extinguishment and boundary line adjustment clauses required by § 605(d)(1) of the SECURE 2.0 Act of 2022 (SECURE 2.0 Act), enacted as Division T of the Consolidated Appropriations Act, 2023, Public Law 117-328, 136 Stat. 4459 (December 29, 2022). This notice also describes the process donors may use to amend an original eligible easement deed to substitute the safe harbor language for the corresponding language in the original deed, as provided by § 605(d)(2) of the SECURE 2.0 Act.

.02 This safe harbor notice addresses only amendments to extinguishment and boundary line adjustment clauses in accordance with § 605(d) of the SECURE 2.0 Act. This safe harbor notice does not address any other deed amendments. Donors are not required to make the amendments described in this notice.

SECTION 2. BACKGROUND

.01 Section 170(a) of the Internal Revenue Code (Code) provides, subject to certain limitations and requirements, a deduction for any charitable contribution, as defined in

§ 170(c), payment of which is made within the taxable year.¹ Section 170(f)(3)(A) denies a deduction under § 170 in the case of a contribution of a partial interest in property, except as provided in § 170(f)(3)(B). Section 170(f)(3)(B)(iii) provides an exception to the deduction denial in the case of a qualified conservation contribution as defined in § 170(h).

.02 Under § 170(h)(1), the term qualified conservation contribution means a contribution of a qualified real property interest to a qualified organization exclusively for conservation purposes. For this purpose, a qualified real property interest is defined in § 170(h)(2)(C) to include a restriction (granted in perpetuity) on the use that may be made of the real property. Under § 1.170A-14(b)(2), a perpetual conservation restriction includes an easement or other interest in real property that under state law has attributes similar to an easement. Section 170(h)(3) defines the term qualified organization (donee organization). Section 170(h)(4) defines the term conservation purpose, which must be protected in perpetuity for the qualified conservation contribution to be treated as exclusively for conservation purposes pursuant to § 170(h)(5).

.03 Section 1.170A-14 provides further guidance on qualified conservation contributions. Section 1.170A-14(g) requires that such a restriction be enforceable in perpetuity. Section 1.170A-14(g)(6)(i) provides a rule pertaining to extinguishment. It provides that if a subsequent unexpected change in the conditions surrounding the property that is the subject of a perpetual conservation restriction makes it impossible or impractical to continue to use the property for conservation purposes, the conservation

¹ Unless otherwise specified, all “section” and “§” references are to the Internal Revenue Code or the Income Tax Regulations (26 CFR Part 1).

purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished by judicial proceeding and (2) all of the donee's proceeds (determined under § 1.170A-14(g)(6)(ii)) from a subsequent sale or exchange of the property are used by the donee organization in a manner consistent with the conservation purposes of the original contribution.

.04 Section 1.170A-14(g)(6)(ii) provides that, for a deduction to be allowed under § 170(a), at the time of the gift, the donor must agree that the donation of the perpetual conservation restriction gives rise to a property right, immediately vested in the donee organization, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction at the time of the gift bears to the value of the property as a whole at that time. That proportionate value of the donee's property rights must remain constant. Accordingly, under § 1.170A-14(g)(6)(ii), if a change in conditions gives rise to the extinguishment of a perpetual conservation restriction under § 1.170A-14(g)(6)(i), the donee organization, on a subsequent sale, exchange, or involuntary conversion of the subject property, must be entitled to a portion of the proceeds at least equal to that proportionate value of the perpetual conservation restriction, unless state law provides that the donor is entitled to the full proceeds from the conversion without regard to the terms of the prior perpetual conservation restriction.

.05 Neither the Code nor the regulations specifically address boundary line adjustments. Under § 170(h)(2)(C), however, the restriction the donor grants on the use of the real property subject to the conservation easement must be made in perpetuity. See also § 170(h)(5)(A).

.06 The SECURE 2.0 Act was signed into law on December 29, 2022. Section 605(d)(1) of the SECURE 2.0 Act directs the Secretary of the Treasury or her delegate (Secretary) to publish safe harbor deed language for extinguishment clauses and boundary line adjustment clauses within 120 days after the date of the enactment of the SECURE 2.0 Act (that 120th day is April 28, 2023). Section 605(d)(2) of the SECURE 2.0 Act provides that, beginning on the date the safe harbor language is published by the Secretary, donors have a 90-day period in which to amend an original eligible easement deed to substitute the safe harbor language for the corresponding language in the original deed. Since this notice is published in the Internal Revenue Bulletin on April 24, 2023, the 90th day is July 22, 2023. Because that date is a Saturday, § 7503 extends the date until Monday, July 24, 2023. The amended deed must be signed by the donor and donee and recorded by July 24, 2023, and the amendment must be treated as effective as of the date of the recording of the original easement deed.

.07 Section 3 of this notice describes the process donors may use to amend an eligible easement deed to substitute the safe harbor language for the corresponding language in the original eligible easement deed, and which easement deeds are eligible to be amended, as provided by § 605(d)(2) of the SECURE 2.0 Act. Section 4 of this notice sets forth safe harbor deed language for extinguishment and boundary line adjustment clauses as required by § 605(d)(1) of the SECURE 2.0 Act.

SECTION 3. PROCEDURE TO AMEND ELIGIBLE EASEMENT DEEDS

.01 In general. In accordance with § 605(d)(2) of the SECURE 2.0 Act, to amend an original eligible easement deed to substitute the safe harbor language in section 4.01 or 4.02 of this notice for the corresponding language in the original deed—

(1) The amended deed must be signed by the donor and donee and recorded

on or before July 24, 2023; and

(2) The amendment must be treated as effective as of the date of the recording of the original easement deed. See section 3.03 of this notice.

.02 Exceptions. The term eligible easement deed does not include an easement deed relating to any contribution—

(1) Which is part of a reportable transaction (as defined in § 6707A(c)(1)), or is described in Notice 2017-10, 2017-4 I.R.B. 544;

(2) Which, by reason of § 170(h)(7), is not treated as a qualified conservation contribution;

(3) If a deduction under § 170 has been disallowed by the Secretary and the donor is contesting such disallowance in a case that is docketed in a Federal court on a date before the date the amended deed is recorded by the donor; or

(4) If a claimed deduction for such contribution under § 170 resulted in an underpayment to which a penalty under § 6662 or § 6663 applies and either—

(i) The penalty has been finally determined administratively; or

(ii) If the penalty is challenged in court, the judicial proceeding with respect to such penalty has been concluded by a decision or judgment which has become final.

.03 Effect of correction. If a donor substitutes the safe harbor language in sections 4.01 or 4.02 (or sections 4.01 *and* 4.02) of this notice for the corresponding language in the original eligible easement deed and the amended deed is signed by the donor and donee and recorded on or before July 24, 2023, the amended eligible easement deed will be treated as effective for purposes of § 170, § 605(d)(2) of the SECURE 2.0 Act, and section 3.01(2) of this notice as of the date the eligible

easement deed was originally recorded, regardless of whether the amended eligible easement deed is effective retroactively under relevant state law.

SECTION 4. SAFE HARBOR DEED LANGUAGE

.01 Extinguishment clause. The safe harbor deed language for extinguishment clauses is:

Pursuant to Notice 2023-30, Donor and Donee agree that, if a subsequent unexpected change in the conditions surrounding the property that is the subject of a donation of the perpetual conservation restriction renders impossible or impractical the continued use of the property for conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished by judicial proceeding and (2) all of Donee's portion of the proceeds (as determined below) from a subsequent sale or exchange of the property are used by the Donee in a manner consistent with the conservation purposes of the original contribution.

Determination of Proceeds. Donor and Donee agree that the donation of the perpetual conservation restriction gives rise to a property right, immediately vested in Donee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction, at the time of the gift, bears to the fair market value of the property as a whole at that time. The proportionate value of Donee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the subject property occurs, Donee is entitled to a portion of the proceeds at least equal to that proportionate value of the perpetual conservation restriction, unless state law provides that the donor is entitled to the full proceeds from the conversion without regard to the terms of the prior perpetual conservation restriction.

.02 Boundary line adjustments clause. The safe harbor boundary line adjustment clause is:

Pursuant to Notice 2023-30, Donor and Donee agree that boundary line adjustments to the real property subject to the restrictions may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a

boundary line's location.

.03 Similar terms with the same meaning. In substituting deed language, the donor may use the precise terms used in sections 4.01 and 4.02 of this notice, or the donor may use terms that have the same meaning as the terms in sections 4.01 and 4.02. For example, if the original deed uses the terms "Grantor" and "Grantee" instead of "Donor" and "Donee," the donor can use either "Grantor" and "Grantee" or "Donor" and "Donee" because these terms have the same meaning. Also, for example, if the original deed uses the term "easement" or "servitude" instead of "restriction," the donor may use any of those terms, provided the term refers to a qualified real property interest within the meaning of § 170(h)(2)(C) and § 1.170A-14(b)(2).

SECTION 5. DRAFTING AND CONTACT INFORMATION

The principal authors of this notice are Elizabeth Boone and Hannah Kim of the Office of Associate Chief Counsel (Income Tax & Accounting). For further information regarding this notice, contact Ms. Boone at (202) 317-5100, or Ms. Kim at (202) 317-7003 (not toll-free numbers).

EXHIBIT “C”

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

CONSERVATION EASEMENT AMENDMENT

This Conservation Easement Amendment (“Amendment”) is made this 8th day of June, 2023, 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”).

RECITALS

- R-1** On or about April 28, 2023 the Internal Revenue Service published Notice 2023-30 (“Notice”).
- R-2** The Notice recommended “safe harbor” text for conservation easements that had been filed prior to the date of the Notice, in order to allow donors of such easements to correct provisions that have been determined by the IRS and United States Tax Courts to violate technical requirements of the Internal Revenue Code and United States Treasury Regulations.
- R-3** On December 7, 2022, Grantor donated a conservation easement to Grantee (“Easement”). The Easement was recorded in the Office of the Clerk of Court of Miami-Dade County on December 20, 2022 as CFN: 20220946365, Book 33511, page 2234.
- R-4** This Amendment is intended to bring paragraph 2.19 of the Easement, dealing with boundary line adjustments, into compliance with the recommendations of the Notice.

AMENDMENT

In consideration of the Recitals, Grantor and Grantee hereby agree to the following amendment of the Easement:

Paragraph 2.19 of the Easement is hereby replaced in its entirety with the following provision:

“Pursuant to Notice 2023-30, Grantor and Grantee agree that boundary line adjustments to the Property may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line’s location. No change in the boundary of this Easement is permitted. No boundary change may increase the density of development allowed on the Property.”

In all other respects Grantor and Grantee hereby ratify, confirm and republish the provisions of the Easement, as amended by the provisions of this Amendment.

This Amendment 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 Amendment. Execution of this Amendment at different times and in different places by the Parties shall not affect the validity of this Amendment.

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 Amendment, agrees that the lien represented by the Mortgage of which it is the assignee shall be held subject to the Easement as amended hereby, and to all of the Grantee’s rights hereunder, and joins in this Amendment to give effect to the subordination of the Mortgage to this Amendment and to all of the Grantee’s rights under the Easement as hereby amended, and to the continuing validity and perpetually binding nature of the Easement as hereby amended. This amendment 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 following signatures and seals as of the date first written above:

Counterpart signature pages follow

Counter-part Signature Page One of Three

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

By: [Signature] (SEAL)
Michael Damelinourt, Its Managing Director

[Signature]
SHELDON HANCOCK, Witness

[Signature]
Tomás Pérez, Witness

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

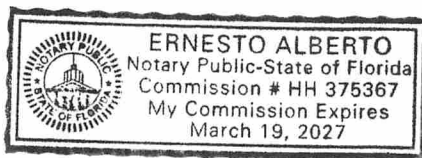
The foregoing instrument was acknowledged before me this 13th day of June, 2022 by Michael Damelinourt, as Managing Director of **TRUMP ENDEAVOR 12 LLC**, who has produced his/ her driver's license as identification.

Notary Public - State of FL

Sign: [Signature]

My Commission Expires: 03/19/27 Print Name: Ernesto Alberto

SEAL _____



Counter-part Signature Page Two of Three

Agreed to:

CITY OF DORAL, FLORIDA, Grantee

By: Christi Fraga (SEAL), Its Mayor

STATE OF FLORIDA

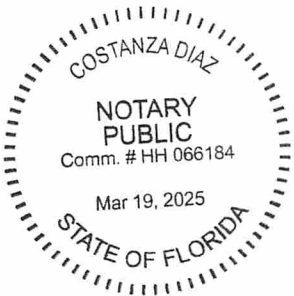
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28 day of June, 2023 by Christi Fraga, on behalf of the City of Doral, Florida, who ~~has produced his driver's license as identification.~~ is personally known to me.

Notary Public - State of Florida Sign: Costanza Diaz


My Commission Expires: 3/19/25 Print Name: Costanza Diaz

SEAL _____



Counter-part Signature Page Three of Three

AXOS BANK a federally chartered savings association, Lender


By:  (SEAL)
Thomas Constantine, Its EVP/CCO

STATE OF California

COUNTY OF San Diego

The foregoing instrument was acknowledged before me this 8th day of June, 2023 by Thomas Constantine, on behalf of AXOS Bank, who has produced his/ her driver's license as identification.

Notary Public - State of CA

Sign: 

My Commission Expires: 6/19/2025

Print Name: Melina R. Turner

SEAL _____

