

This instrument was prepared by:

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Address: Holland & Knight LLP  
701 Brickell Avenue, Suite 3300  
Miami, FL 33131

(Space reserved for Clerk)

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**COVENANT RUNNING WITH THE LAND  
IN LIEU OF UNITY OF TITLE  
(Industrial)**

*KNOW ALL BY THESE PRESENTS* that the undersigned Owner hereby makes, declares and imposes on the land herein described, these easements and covenants running with the title to the land, which shall be binding on the Owner, all heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

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

*WHEREAS*, the Property is located on the existing Doral Academy campus, which encompasses Doral Charter Middle School and Doral Charter High School, legally described in Exhibit "B", attached hereto and made a part hereof;

*WHEREAS*, pursuant to the City of Doral Certificate of Use granted August 2, 2006, the Doral Charter Middle School is limited to a maximum enrollment of 1,000 students.

*WHEREAS*, pursuant to the City of Doral Certificate of Use granted December 8, 2014, the Doral Charter High School is limited to a maximum enrollment of 3,076 students.

*WHEREAS*, Owner is desirous of developing the Property for industrial purposes (educational facilities) and wants to assure the City of Doral that the integrity of the large scale development will be built in accordance with proffered plans consistent with the City of Doral Land Development Code;

*WHEREAS*, Owner may wish to convey portions of the property from time to time, and may wish to develop the same in phases or stages, and is executing this instrument to assure the City of Doral that the development will not violate the City of Doral Land Development Code when it is so developed;

*WHEREAS*, Owner intends to develop a building on the Property for use as an auxiliary hall for the Doral Academy campus; and

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

1. This agreement on the part of the Owner shall constitute a covenant running with the land and will be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the heirs, successors, and assigns of the respective parties hereto, until such time as the same is released in writing as hereinafter provided.
2. The Property will be developed in substantial conformity with the site plan entitled, "Doral College Auxiliary Hall", as prepared by Civica Architecture and Urban Design, LLC, dated stamped received July 17, 2015, and consisting of 12 sheets (the "Plan"). No modification shall be effected in said Plan without the written consent of the Owner or successor developer or condominium association on behalf of the then owners of the respective parcels within the Property, provided that the condominium association has appropriate authority to act on behalf of the owners of the Property in this regard, or, failing that, the written consent of the then owner(s) of the Property, and the same is also approved by the Director of the City of Doral Planning and Zoning Department or her/his successor.
3. Each phase or stage of development of the Property shall be developed in substantial accordance with the Plan.
4. In the event of multiple ownerships are created subsequent to the Plan approval, each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this instrument. Owner further agrees that it will not convey portions of the Property to such other parties unless and until the Owner and such other party or parties shall have executed and mutually delivered in recordable form, an instrument to be known as an "Easement and Operating Agreement" which shall contain, among other things:
  - (i) easements in the common area of each parcel for ingress to and egress from other parcels;
  - (ii) easements in the common area of each parcel for the passage and parking of vehicles;
  - (iii) easements in the common area of each parcel for the passage and accommodation of pedestrians;
  - (iv) easements for access roads across the common area of each parcel to public and private roadways;
  - (v) easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
  - (vi) easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

- (vii) easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
- (viii) easements on each parcel for attachment of buildings;
- (ix) easements on each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
- (x) appropriate reservation of rights to grant easements to utility companies;
- (xi) appropriate reservation of rights to dedicate road rights-of-way and curb cuts;
- (xii) easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
- (xiii) appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like.

The easement provisions or portions thereof, may be waived by the Director of the City of Doral Planning and Zoning Department, if they are not applicable to the subject application. When executed, the Easement and Operating Agreement shall not be amended without the prior written approval of the City Attorney of the City of Doral. Such Easement and Operating Agreement may contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, all to the end that although the property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

5. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the Property and the Director of the City of Doral Planning and Zoning Department, acting for and on behalf of the City of Doral, Florida, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the property for the purposes herein intended.
6. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument by the Owner or successor developer or condominium association on behalf of the then owners of the respective parcels within the Property, with joinders by all mortgagees, if any, provided that the condominium association has appropriate authority to act on behalf of the owners of the Property in this regard, or, failing that, the written consent of the then owner(s) of the Property, and the same is also

approved by the Director of the City of Doral Planning and Zoning Department or her/his successor. Should this Agreement be so released, amended or modified, the Director of the City of Doral Planning and Zoning Department or her/his successor, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

7. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Agreement shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
8. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
9. This Agreement shall be recorded in the public records of Miami-Dade County, Florida at the Owner's expense.
10. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
11. In the event of a violation of this Agreement, in addition to any other remedies available, the City of Doral is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Agreement is complied with.

[Execution Pages Follow]

IN WITNESS WHEREOF, the parties have signed this covenant in lieu of unity of title this 28 day of January, 2016

WITNESSES:

**DORAL ACADEMY, INC.,**  
a Florida not for profit corporation

[Signature]  
Signature

By: [Signature]

Kelly Mallon  
Print Name

Angela Ramos, Board Chair  
Print Name/Title

[Signature]  
Signature

Address: \_\_\_\_\_

Eileen Beyra  
Print Name

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 28 day of January, 2016, by Angela Ramos on behalf of Doral Academy, Inc., who is personally known to me or has produced N/A as identification, and acknowledged that they did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires: June 9, 2018  
Notary Public, State of Florida  
Carolina L. Romero  
Print Name



CAROLINA L. ROMERO  
MY COMMISSION # FF 126204  
EXPIRES: June 9, 2018  
Bonded Thru Budget Notary Services

**JOINDER BY MORTGAGEE CORPORATION**

The undersigned, Academica Charter Schools Finance LLC., a Florida limited liability company and Mortgagee under that certain Mortgage from School Development II LLC., a Florida limited liability company to Zions First National Bank recorded in Official Records Book 21435, Page 1047, in the Public Records of Miami-Dade County, Florida, and subsequently assigned to Academica Charter Schools Finance LLC., a Florida limited liability company by Assignment of Mortgage recorded in Official Records Book 22246, Page 2267, covering all/or a portion of the property described in the foregoing Covenant in Lieu of Unity of Title, does hereby consent to the execution of this Covenant in Lieu of Unity of Title by Doral Academy, Inc., a Florida not for profit corporation, and agree that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Covenant in Lieu of Unity of Title shall be binding upon the entity obtaining title as the then owner of such property.

*IN WITNESS WHEREOF*, these presents have been executed this 28 day of January, 2018

**WITNESSES:**

Academica Charter Schools Finance, LLC., a Florida limited liability

[Signature]  
\_\_\_\_\_  
Print of Type Name

By: [Signature]  
Title: Board Chair  
Print name: Angela Ramos  
Address:

[Signature]  
\_\_\_\_\_  
Print or Type Name

(Corporate Seal)

STATE OF FLORIDA)  
) SS  
COUNTY OF )

The foregoing instrument was acknowledged before me this 28 day of January, 2018 by Angela Ramos, of Academica Charter Schools Finance LLC., a Florida limited liability company, on behalf of the LLC. He/She is personally known to me or has produced N/A, as identification and did/did not take an oath.

Notary Public State of Florida  
Print Name Carolina L. Romero

My Commission Expires: June 9, 2018



CAROLINA L. ROMERO  
MY COMMISSION # FF 126204  
EXPIRES: June 9, 2018  
Bonded Thru Budget Notary Services

EXHIBIT "A"

**LEGAL DESCRIPTION**

Tract C, POT COMPANY SUBDIVISION REPLAT, according to the Plat thereof, as recorded in Plat Book 160 Page 51, of the Public Records of MIAMI-DADE County, Florida.

EXHIBIT "B"

**LEGAL DESCRIPTION**

Tract A, CHARTER TRACT, according to the plat thereof, as recorded in Plat Book 127 Page 4, of the Public Records of Miami-Dade County, Florida.

Tract B, POT COMPANY SUBDIVISION REPLAT, according to the Plat thereof, as recorded in Plat Book 160 Page 51, of the Public Records of Miami-Dade County, Florida.