

RESOLUTION Z08-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING AND APPROVING A SITE PLAN MODIFICATION AND MODIFICATION OF THE EXISTING DECLARATION OF RESTRICTIVE COVENANTS TO MODIFY THE DEVELOPMENT SCHEDULE FOR THE EXISTING SITE PLAN FOR LAKEVIEW OFFICES AT DORAL (FKA PEBBLEWALK AT DORAL) AT DORAL, GENERALLY LOCATED ON THE NORTHWEST CORNER OF NORTHWEST 41ST STREET AND NORTHWEST 114TH AVENUE; AND; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Adrian Development at Pebblewalk Partnership, LLP, ("Applicant") has requested approval have of a site plan modification for Lakeview Offices at Doral (f.k.a.Pebblewalk at Doral) for the development of approximately 294,000 square feet of Office use, 140,000 square feet of retail and restaurant uses, and 195 hotel units; as depicted on the site plan dated March 18, 2008; incorporated herein by reference; and a modification of existing Declaration of Restrictions ("Exhibit "A") ; for the subject property which is generally located on the N.W. corner of N.W. 41st Street and NW 114th Avenue, Doral, Florida.

WHEREAS, on June 25, 2008 the City Council held a public hearing and after careful review and deliberation, including a review of staff's recommendation, determined that it is in the best interests of the citizens of the City of Doral to approve the above referenced requests; subject to the following conditions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA THAT:

Section 1. Subject to the conditions outlined below, the City Council of the City of Doral hereby approves Applicant's request for approval of a site plan modification for Lakeview Offices at Doral (f.k.a.Pebblewalk at Doral), on the property generally located on the N.W. corner of N.W. 41st Street and NW 114th Avenue, Doral, Florida.

Section 2. Approval of the modification to existing Declaration of Restrictions to modify the development schedule for the existing site plan ("Exhibit "A");

Section 3. The above listed approvals are subject to the following conditions:

1. The Declaration of Restrictions (attached) proffered to the City Council is recorded in the Public Records of Miami-Dade County.
2. That the applicants implement all recommendations made by the City's traffic consultants.
3. The development shall adhere to the City's Doral Boulevard Master Plan.
4. That all conditions outlined in the previous Covenant, attached hereto, remain in full force and effect unless herein modified.

1. **Section 4.** This Resolution shall be recorded in the Public Records of Miami-Dade County, Florida and the Applicant shall pay the costs of recording said document.

Section 5. This resolution shall become effective upon its passage and adoption by the City Council.

WHEREAS, a motion to approve the Resolution was offered by Councilman DiPietro, who moved its adoption. The motion was seconded by Councilman Van Name and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez
Vice Mayor Peter Cabrera
Councilmember Michael DiPietro
Councilwoman Sandra Ruiz
Councilmember Robert Van Name

PASSED AND ADOPTED this 25th day of June, 2008.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CITY CLERK

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

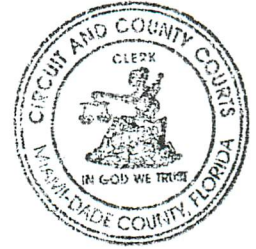


JIMMY MORALES, CITY ATTORNEY

EXHIBIT “A”



CFN 2011R0340150
OR Bk 27899 Pgs 0218 - 2347 (17pgs)
RECORDED 05/24/2011 15:52:04
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA



This instrument was prepared by:

Name: Melissa Tapanes Llahues, Esq.
Address: Bercow Radell & Fernandez, P.A.
200 S. Biscayne Boulevard, Suite 850
Miami, Florida 33131

(Space reserved for Clerk)

**DECLARATION OF RESTRICTIONS SUPERSEDING INITIAL COVENANT AND
MODIFICATION OF INITIAL COVENANT**

KNOW ALL BY THESE PRESENTS that the undersigned Owner hereby makes, declares and imposes on the land herein described, these 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, the Owner holds the fee simple title to the land in Doral, Florida, described in Exhibit "A," attached hereto and made a part hereof, hereinafter called the "Property," which is supported by the attorney's opinion of title, attached hereto as Exhibit "B";

WHEREAS, the Owner recorded a "Declaration of Restrictions" at Official Record Book 24764, Pages 3274 through 3286 of the Public Records of Miami-Dade County, Florida (the "Initial Covenant") as part of Public Hearing Application No. 2006-12;

WHEREAS, the City of Doral Council, through Resolution Z07-17, approved the modification of the Initial Covenant ("Modification to Initial Covenant");

WHEREAS, the Owner executed a "Modification to Initial Covenant" as part of Public Hearing Application No. 07-DOR-09-05;

WHEREAS, the City of Doral Council, through Resolution 08-04, approved the modification to the Initial Covenant and the Modification to Initial Covenant, and accepted this Declaration of Restrictions Superseding Initial Covenant and Modification of Initial Covenant ("Declaration");

WHEREAS, the Owner hereby makes this Declaration specifically to supersede all the terms in the Initial Covenant and the Modification to Initial Covenant; and

(Public Hearing)



CFN 2011R0340150
OR Bk 27699 Pgs 0218 - 2347 (17pgs)
RECORDED 05/24/2011 15:52:04
HARVEY RUVIN, CLERK OF COURT
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WHEREAS, the Owner holds the fee simple title to the land in Doral, Florida, described in Exhibit "A," attached hereto and made a part hereof, hereinafter called the "Property," which is supported by the attorney's opinion of title, attached hereto as Exhibit "B";

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WHEREAS, the City of Doral Council, through Resolution 08-04, approved the modification to the Initial Covenant and the Modification to Initial Covenant, and accepted this Declaration of Restrictions Superseding Initial Covenant and Modification of Initial Covenant ("Declaration");

WHEREAS, the Owner hereby makes this Declaration specifically to supersede all the terms in the Initial Covenant and the Modification to Initial Covenant; and

(Public Hearing)

(Space reserved for Clerk)

NOW THEREFORE, in consideration of the premises, the Owner hereby covenants the following:

1. The foregoing recitations are true and correct, and incorporated herein, and are made a part hereof for all purposes.
2. The Property shall be developed substantially in accordance with the plans previously submitted, prepared by Behar Font & Partners, P.A., entitled "Lakeview Offices at Doral," dated the 11th the day of April 2008 ("Plan"), Plan being on file with the City of Doral Department of Planning and Zoning, and by reference made a part of this Declaration.
3. The development shall be limited to no more than 295,000 square feet of office use, 140,000 square feet of retail, commercial and restaurant uses, and 195 hotel units. The City's Planning and Zoning Department shall also monitor the mix of uses to ensure that the Property satisfies the City's parking requirements prior to the issuance of each and every Certificate of Use or Certificate of Occupancy on the Property.
4. The Initial Covenant and the Modification to Initial Covenant shall be terminated and deleted from the public records, this Declaration shall supersede both the Initial Covenant and the Modification to Initial Covenant, and all terms contained therein shall be immediately null and void. No other instrument shall be necessary to effectuate the termination and deletion of the Initial Covenant and the Modification to Initial Covenant.
5. The following uses shall be prohibited on the Property:
 - Automobile and light truck, sales;
 - Automobile service stations;
 - Automobile self-service gasoline stations;
 - Bait and tackle shops;
 - Hospitals;
 - Mortuaries and funeral homes;
 - Movie theatres;
 - Self-service storage facilities; and
 - Adult entertainment.
6. The Owner or tenant must apply to the City for an outdoor seating permit in order to have outdoor seating.
7. The Owner shall construct a southbound left-turn or right-turn lane as approved by Miami-Dade County or the City of Doral, and redesign the existing right-turn lane to provide the maximum possible length along N.W. 114 Avenue between the Plan's

(Space reserved for Clerk)

proposed driveway and N.W. 41 Street. The Owner shall modify the existing traffic signal, associated pavement markings, and signage as approved by Miami-Dade County or the City of Doral. The foregoing shall be commenced at the time of issuance of the first building permit for the Property and completed prior to the issuance of the first Certificate of Occupancy for the first building.

8. If approved by the Florida Department of Transportation and Miami-Dade County, the Owner shall construct an eastbound left-turn lane at N.W. 115 Avenue and N.W. 41 Street in accordance with standard engineering practices to be approved by Miami-Dade County or the City of Doral, and shall install a traffic signal and associated pavement markings and signage prior to the issuance of any Certificate of Occupancy for Buildings 1, 3, or 5. Notwithstanding any provision in this Declaration, the Owner shall be relieved from its obligations under this Paragraph should the Florida Department of Transportation or Miami-Dade County deny its request for a traffic signal.
9. If approved by the Florida Department of Transportation and Miami-Dade County, the owner shall construct a westbound right-turn deceleration lane at N.W. 41 Street into the Property. The deceleration lane may encroach into the 25 foot landscape buffer.
10. The Owner shall construct a southbound right-turn deceleration lane at the maximum possible length into the Property from N.W. 114 Avenue. The foregoing shall be commenced in conjunction with the issuance with the first building permit for the Property and completed prior to the issuance of the first Certificate of Occupancy for the first building.
11. The Owner shall coordinate with the Miami-Dade Transit Agency to provide a bus shelter and public transit pull-out bay on N.W. 41 Street.
12. The design of the N.W. 41 Street landscape buffer shall comply with the "Doral Boulevard Street Beautification Master Plan (Preliminary Draft)," prepared by Calvin Giordano & Associates, Inc. for the City of Doral.
13. The Owner shall construct a masonry wall no less than eight (8) feet in height at the north property line of the Property. If approved by the City Council, the masonry wall shall be ten (10) feet in height.
14. The Owner shall place the oak trees depicted on the Plan at a reasonable distance apart on a landscape berm along the masonry wall at the north property line of the Property.
15. Upon written authorization by the Sandcastles at Doral Homeowners Association and upon obtaining all necessary approvals from any and all applicable governmental and utility entities, the Owner shall plant a maximum of forty (40) oak trees at least twelve

(Space reserved for Clerk)

(12) feet in height (at the time of planting) in the Sandcastles at Doral subdivision at the direction of Sandcastles.

16. Hours of operation for the office uses in Buildings 1, 2 and 6 shall be limited between 6 am to 11 pm.
17. Service deliveries that utilize the service alley at the north of the Property shall be limited to the hours between 8 am and 5 pm.
18. Ingress from N.W. 117 Avenue into the rear service drive of the Property shall be restricted by installing an automatic "exit only" gate, if approved by the City of Doral and/or Miami-Dade County.
19. The Owner shall submit a construction traffic control plan to the City for administrative approval in order to efficiently manage the prompt construction of infrastructure improvements while limiting construction vehicle traffic on N.W. 114 Avenue. Along with the construction traffic control plan, the Owner shall also provide the City with the hours in which the construction work shall take place.
20. The Owner shall renovate the existing City of Doral entrance feature located at the southwest corner of the Property to be compatible with the Plan.
21. There shall be no blasting on the Property.
22. The Owner will use the City's standard news racks.

City Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City of Doral Department of Planning and Zoning, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at 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 undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

Release of Owner. The Owner shall be fully discharged and released from all liability on the covenants herein upon conveyance of the Property to a successor owner, and the Owner shall have no obligations hereunder after the time that the Owner ceases to own the Property. From and after the time that the Owner ceases to own the Property, Owner's transferee shall be considered the

(Space reserved for Clerk)

"Owner" going forward for all purposes hereunder and shall be bound by all terms and covenants of this Declaration. The acceptance of a deed or conveyance for the Property or any portion thereof shall constitute an adoption and ratification of the provisions of this Declaration by any transferee or successor of Owner.

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the City of Doral.

Modification, Amendment, Release. This Declaration may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the City of Doral Council, or other procedure permitted under the City of Doral Code, whichever by law has jurisdiction over such matters, after public hearing, if required. Should this Declaration be so modified, amended or released, the Director of the City of Doral Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration 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 or in equity or both.

Authorization for City of Doral to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the City of Doral is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

Election of Remedies. 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.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the City of Doral or Miami-Dade County,

(Space reserved for Clerk)

and inspections made and approval of occupancy given the City of Doral and/or Miami-Dade County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

Severability. Invalidation of any one of these covenants, by judgment of Court in no way shall not affect any of the other provisions which shall remain in full force and effect.

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owner following the adoption by the City of Doral Council of a resolution approving the Application.

[SIGNATURE PAGE(S) TO FOLLOW]

(Space reserved for Clerk)

**ACKNOWLEDGEMENT
LIMITED LIABILITY COMPANY**

Signed, witnessed, executed and acknowledged on this 24th day of May, 2011.

WITNESSES:

[Signature]
Signature

Pebble Walk REPH, LLC
Limited Liability Company

GEORGE GONZALEZ
Print Name

By: REPH Management Inc.,
Managing Member

Evelyn Soto
Signature

By: [Signature]
Larry Benton, Vice President

Evelyn Soto
Print Name

Address:
780 NW 42nd Avenue, Suite 300
Miami, Florida 33126

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

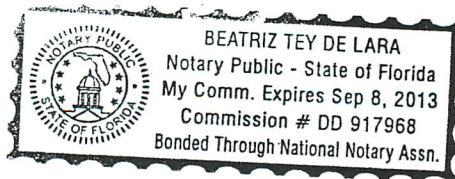
The foregoing instrument was acknowledged before me by Larry Benton, as Vice President of REPH Management Inc., a Florida corporation, Managing Member of Pebble Walk REPH, LLC, a Florida limited liability company. S/he is personally known to me or has produced _____, as identification.

Witness my signature and official seal this 24th day of May, 2011, in the County and State aforesaid.

[Signature]
Signature
Notary Public-State of Florida

Print Name

My Commission Expires: _____



(Public Hearing)

(Space reserved for Clerk)

Exhibit "A"

DESCRIPTION OF PROPERTY

Tract 41, of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami - Dade County, Florida, which lies within the Southwest 1/4 of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, less the West 160.00 feet, less the South 35 feet and less the following legal description, being more particularly described as follows:

Begin at the point of intersection of the East line of said Tract 41 with the North line of the South 35.00 feet of the Southwest 1/4 of said Section 19; thence run North 01° 43' 42" West, along the East line of said Tract 41, for a distance of 294.91 feet to the Northeast corner of said Tract 41; thence run South 89° 34' 36" West, along the North line of said Tract 41, for a distance of 35.01 feet to the point of intersection with the West line of the East 35.00 feet of said Tract 41; thence run South 01° 43' 42" East, along the West line of the East 35.00 feet of said Tract 41, for a distance of 249.33 feet to the point of curvature of a circular curve to the right; thence run Southwesterly, along the arc of said circular curve to the right, having a radius of 25.00 feet, through a central angle of 91° 18' 24", for a distance of 39.84 feet to a point of tangency with the North line of the South 55.00 feet of the Southwest 1/4 of said Section 19; thence run South 89° 34' 42" West, along the North line of the South 55.00 feet of the Southwest 1/4 of said Section 19, for a distance of 4.49 feet to the point of curvature of a circular curve to the right; thence run Westerly, along the arc of said circular curve to the right, having a radius of 7584.44 feet, through a central angle of 03° 45' 00", for an arc distance of 496.40 feet; thence run North 86° 40' 18" West along a line tangent to the previous described curve, for a distance of 312.67 feet to the point of curvature of a circular curve to the left; thence run Westerly, along the arc of said circular curve to the left, having a radius of 7868.07 feet, through a central angle of 01° 25' 18", for an arc distance of 195.23 feet; thence run North 84° 58' 08" West for a distance of 89.93 feet to the point of intersection with the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19; thence run South 01° 45' 13" East, along the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19, for a distance of 75.61 feet to the point of intersection with the North line of the South 35.00 feet of the Southwest 1/4 of said Section 19; thence run North 89° 34' 42" East, along the North line of the South 35.00 feet of the Southwest 1/4 of said Section 19, for a distance of 1156.30 feet to the Point of Beginning.

AND

A portion of the East 90.00 feet of the West 160.00 feet to the South 1/2 of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, also known as:

(Public Hearing)

Declaration of Restrictions

Page 9

(Space reserved for Clerk)

A portion of Tract 41 of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami - Dade County, Florida, which lies within the Southwest 1/4 of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the point of intersection of the North line of said Tract 41 with the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19; thence run South $01^{\circ} 45' 13''$ East, along the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19, for a distance of 219.27 feet; thence run North $84^{\circ} 58' 08''$ West for a distance of 90.63 feet to the point of intersection with the East line of the West 70.00 feet of the Southwest 1/4 of said Section 19; thence run North $01^{\circ} 45' 13''$ West, along the East line of the West 70.00 feet of the Southwest 1/4 of said Section 19, for a distance of 210.65 feet to the point of intersection with the North line of said Tract 41; thence run North $89^{\circ} 34' 36''$ East, along the North line of said Tract 41, for a distance of 90.02 feet to the Point of Beginning.

AND

Tract 42, of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami - Dade County, Florida, lying and being in Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, less the East 35.00 feet thereof, for Right-of-Way purposes, Public Records of Miami - Dade County, Florida.

(Public Hearing)

OPINION OF TITLE

TO: CITY OF DORAL

With the understanding that this Opinion of Title is furnished to the City of Doral, as an inducement for the acceptance of a Declaration of Restrictions Superseding Initial Covenant and Modification of Initial Covenant in compliance with Chapter 28, it is hereby certified that we have examined Fidelity National Title Insurance Company Title Commitment No. 3473459 (the "Commitment"), which Commitment covers the period from the BEGINNING through May 13, 2011, at 8:00 a.m., of the following described real property located and situated in Miami-Dade County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO

----- Basing our opinion solely on the above-referenced title information, we are of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Pebble Walk REPH LLC, a Florida limited liability company

Subject to the following encumbrances, liens and other exceptions:

A. **RECORDED MORTGAGES:**

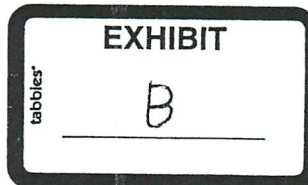
None.

B. **RECORDED MECHANICS LIENS, CONTRACT LIENS & JUDGEMENTS:**

None.

C. **GENERAL EXCEPTIONS:**

1. Taxes or assessments now or hereafter due.
2. Rights of persons other than the above owners who are in possession or with a right to possession.
3. Encroachments, overlays, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
4. Any unrecorded laborer's, mechanics', materialmen's, or municipal liens.
5. Any lien provided by Chapter 159, Florida Statutes, or provided by Miami-Dade County Ordinance No. 84-10 in favor of any city, town, village, port authority, etc., for unpaid service charges for services by any water systems, sewer systems, or gas systems serving the land described herein.



6. Zoning and other restrictions imposed by governmental authority.
7. Easements, or claims of easements, not shown on the public records.
8. Any adverse claim to any portion of said land which has been created by artificial means or has accreted to any such portion so created and riparian rights, if any.
9. Any unpaid charges due for waste, water and sewer services.

D. SPECIAL EXCEPTIONS:

SEE EXHIBIT "B" ATTACHED HERETO

~~ALL RECORDINGS REFERENCES HEREIN ARE TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.~~

Therefore, it is our opinion that the following parties must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

NAME	INTEREST	SPECIAL EXCEPTION NO.
Pebble Walk REPH LLC, a Florida limited liability company	Owners	N/A

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

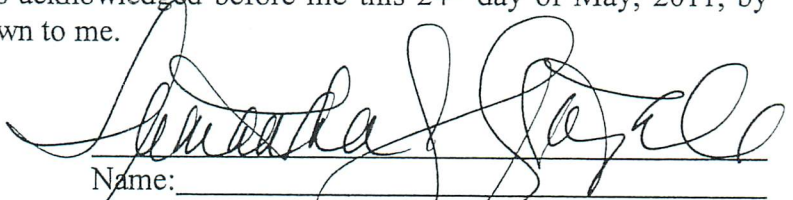
Respectfully submitted, this 24th day of May, 2011.

Holland and Knight, LLP

By: 
 Alan Krischer
 701 Brickell Avenue
 Miami, Florida 33131
 (305) 374-8500
 Florida Bar No. 40983

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

The foregoing instrument was acknowledged before me this 24th day of May, 2011, by Alan Krischer, who is personally known to me.



Name: _____
Notary Public State of Florida
My Commission Expires: _____

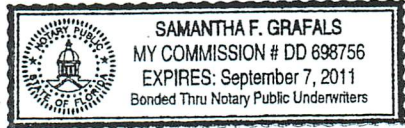


EXHIBIT "A"

(Legal Description)

Tract 41, of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami - Dade County, Florida, which lies within the Southwest 1/4 of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, less the West 160.00 feet, less the South 35 feet and less the following legal description, being more particularly described as follows:

Begin at the point of intersection of the East line of said Tract 41 with the North line of the South 35.00 feet of the Southwest 1/4 of said Section 19; thence run North 01° 43' 42" West, along the East line of said Tract 41, for a distance of 294.91 feet to the Northeast corner of said Tract 41; thence run South 89° 34' 36" West, along the North line of said Tract 41, for a distance of 35.01 feet to the point of intersection with the West line of the East 35.00 feet of said Tract 41; thence run South 01° 43' 42" East, along the West line of the East 35.00 feet of said Tract 41, for a distance of 249.33 feet to the point of curvature of a circular curve to the right; thence run Southwesterly, along the arc of said circular curve to the right, having a radius of 25.00 feet, through a central angle of 91° 18' 24", for a distance of 39.84 feet to a point of tangency with the North line of the South 55.00 feet of the Southwest 1/4 of said Section 19; thence run South 89° 34' 42" West, along the North line of the South 55.00 feet of the Southwest 1/4 of said Section 19, for a distance of 4.49 feet to the point of curvature of a circular curve to the right; thence run Westerly, along the arc of said circular curve to the right, having a radius of 7584.44 feet, through a central angle of 03° 45' 00", for an arc distance of 496.40 feet; thence run North 86° 40' 18" West along a line tangent to the previous described curve, for a distance of 312.67 feet to the point of curvature of a circular curve to the left; thence run Westerly, along the arc of said circular curve to the left, having a radius of 7868.07 feet, through a central angle of 01° 25' 18", for an arc distance of 195.23 feet; thence run North 84° 58' 08" West for a distance of 89.93 feet to the point of intersection with the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19; thence run South 01° 45' 13" East, along the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19, for a distance of 75.61 feet to the point of intersection with the North line of the South 35.00 feet of the Southwest 1/4 of said Section 19; thence run North 89° 34' 42" East, along the North line of the South 35.00 feet of the Southwest 1/4 of said Section 19, for a distance of 1156.30 feet to the Point of Beginning.

AND

A portion of the East 90.00 feet of the West 160.00 feet to the South 1/2 of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, also known as:

A portion of Tract 41 of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami - Dade County, Florida, which lies within the Southwest 1/4 of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

EXHIBIT "B"

(Special Exceptions)

1. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.
2. Reservations contained in Deed No. 16198-S-68, dated January 8, 1975, and recorded January 31, 1975 in Official Records Book 8896, Page 745 and Deed No. 2078, dated March 12, 1975, and recorded April 15, 1975 in Official Records Book 8962, Page 438, Public Records of Miami - Dade County, Florida.
3. Easement in favor of Miami-Dade County Water & Sewer Authority dated February 6, 1980, and recorded February 6, 1980 in Official Records Book 10654, Page 1426, Public Records of Miami - Dade County, Florida.
4. Right of Way Deed to Dade County Conveying Title for Highway Purposes, dated February 9, 1990, and recorded February 22, 1990 in Official Records Book 14443, Page 37, Public Records of Miami - Dade County, Florida.
5. Resolution No. R-125-90, dated February 20, 1990, and recorded February 22, 1990 in Official Records Book 14443, Page 50, Public Records of Miami - Dade County, Florida.
6. Quit Claim Deed to State of Florida Department of Transportation by County dated February 20, 1990, and recorded February 28, 1990 in Official Records Book 14443, Page 75, Public Records of Miami - Dade County, Florida.
7. Right of Way deed to Dade County, dated March 1, 1990, and recorded April 4, 1990 in Official Records Book 14494, Page 2518, Public Records of Miami - Dade County, Florida.
8. Resolution No. R-169-90, dated March 6, 1998, and recorded April 4, 1990 in Official Records Book 14494, Page 2524, Public Records of Miami - Dade County, Florida.
9. Certificate of Board of Trustees of the Internal Improvement Trust Fund, dated September 9, 1991, and recorded September 26, 1991 in Official Records Book 15207, Page 289, Public Records of Miami - Dade County, Florida.
10. Covenant Running With The Land in favor of Metropolitan Dade County, dated February 6, 1997, and recorded March 26, 1997 in Official Records Book 17576, Page 3586, Public Records of Miami - Dade County, Florida.
11. Covenant Running With The Land, dated February 14, 1997, and recorded March 26, 1997 in Official Records Book 17576, Page 3860, Public Records of Miami - Dade County, Florida.

12. Covenant Running With The Land in favor of Metropolitan Dade County, dated February 4, 1997, and recorded March 26, 1997 in Official Records Book 17576, Page 3863, Public Records of Miami - Dade County, Florida.
13. Covenants, conditions and restrictions pursuant to the Declaration of Restrictions dated July 18, 1997, and recorded November 20, 1997 in Official Records Book 17876, Page 2728, Public Records of Miami - Dade County, Florida.
14. Covenants, conditions and restrictions pursuant to the Declaration of Restrictions recorded December 8, 1998 in Official Records Book 18377, Page 3060, Public Records of Miami - Dade County, Florida.
15. Easement(s) in favor of Florida Power & Light Company set forth in instrument(s) recorded February 22, 2007 in Official Records Book 25388, Page 2583, Public Records of Miami - Dade County, Florida.

16. Easement(s) in favor of Florida Power & Light Company set forth in instrument(s) recorded January 8, 2008 in Official Records Book 26148, Page 3952, Public Records of Miami - Dade County, Florida.
17. Declaration of Restrictions recorded July 28, 2006 in Official Records Book 24764, Page 3274, Public Records of Miami - Dade County, Florida.
18. Covenant in favor of Miami-Dade County recorded August 18, 2006 in Official Records Book 24834, Page 1158, Public Records of Miami - Dade County, Florida.
19. Agreement for Water and Sanitary Sewage Facilities recorded October 3, 2006 in Official Records Book 25051, Page 3838, Public Records of Miami - Dade County, Florida.
20. Environmental Resource Permit Notice recorded August 6, 2007 in Official Records Book 25835, Page 2234, Public Records of Miami - Dade County, Florida.
21. Covenant Running With The Land recorded August 9, 2007 in Official Records Book 25846, Page 2958, Public Records of Miami - Dade County, Florida.
22. Notice of Establishment of Community Development District recorded December 4, 2007 in Official Records Book 26084, Page 4463, Public Records of Miami - Dade County, Florida.
23. Covenant Running With The Land in favor of Miami-Dade County recorded December 12, 2007 in Official Records Book 26103, Page 1694, Public Records of Miami - Dade County, Florida.
24. Declaration of Restrictive Covenants recorded December 28, 2007 in Official Records Book 26133, Page 168, Public Records of Miami - Dade County, Florida.

25. City of Doral Compliance Order recorded May 7, 2010 in Official Records Book 27276,
Page 3485.

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on 24 day of
MAY, A.D. 2011
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By [Signature] D.C.

