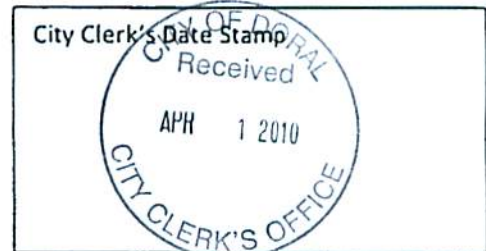




CITY OF DORAL
RECORD (MASTER) COPY
TRANSMITTAL FORM

OFFICE OF THE CITY CLERK
Page 1 of 1

Transmittal From: Public works
Department
Delivered by: Seida Felin
Name
Date of Transmittal: 4/1/2010



The following record (master) copy is being transmitted to the Office of the City Clerk:

Contract
Agreement
Lease
Deed
Bond Documentation

Vehicle Title
Special Magistrate Order

Other: Recorded Declaration
of Exclusive Irrevocable
Easement - Tract 33

Is this record (master) copy to be recorded with the County Clerk? Yes No

Description of Record Copy:

Recorded Declaration of Exclusive Irrevocable
Easement - Tract 33

Office of the City Clerk Administrative Use Only

Received by: Kristha Gomez

Reviewed for completion by Kristha Gomez

Returned to originating Department for the following corrections on N/A
Date

Archived in the Office of the City Clerk on 4/1/10 (Date)

Copy provided in electronic format to originating Department on 4/2/10 (Date)



CFN 2010R0182290
OR Bk 27218 Pgs 3313 - 3324 (12pgs)
RECORDED 03/18/2010 11:44:37
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This Instrument prepared by,
record and return to:

Robert E. Gallagher, Jr., Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33131

DECLARATION OF EXCLUSIVE IRREVOCABLE EASEMENT

THE PARTIES

This Declaration of an Exclusive Irrevocable Easement (the "Declaration") is made and entered into as of the 17th day of March, 2010 by and between Tract 33, LLC, its successors and assigns (hereinafter referred to as the "Grantor") having an address of c/o AJP Ventures at Doral, LLC, 2901 Ponce de Leon Boulevard, Coral Gables, Florida 33134 and City of Doral, a Florida municipal corporation, its successors and assigns (the "Grantee") having an address of 8300 N.W. 53rd Street, Suite 200, Doral, Florida 33166. Lydian Bank, a Florida bank, has joined in the execution of this Declaration for the sole and limited purpose subordinating the lien of its mortgage to this Declaration.

RECITALS

WHEREAS, the Grantor is the owner in fee simple of that certain parcel of real property more particularly described in Exhibit "A" attached hereto and made a material part hereof (the "Grantor's Land"); and

WHEREAS, Grantor is in the process of but has not yet platted the Grantor's Land, however when platted, the plat will provide among other items, a platted roadway running approximately eighty (80) feet in width running northeasterly and southwesterly (the "Road") over a portion of the Grantor's Land, which Road is legally described on Composite Exhibit B attached hereto and made a part hereof; and

WHEREAS, it is in the interest of both the Grantor and the Grantee to assist in the orderly flow of vehicular traffic in this geographic area of the City of Doral for the Grantee to construct the Road prior to the Grantor completing the application for and recording of its plat for the Grantor's Land; and

WHEREAS, Grantor desires and by this Declaration does hereby grant to Grantee, an irrevocable easement under, on and over for the Road subject to all the terms and conditions hereinafter set forth.

RECEIVED

MAR 30 2010

3/9/2010

12

CONSIDERATION

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

TERMS, AGREEMENTS, COVENANTS AND CONDITIONS

1. **Recitals.** The above recitals are true and correct and incorporated herein.
2. **Grant of Easement.** Grantor hereby grants and conveys to Grantee and its successors and assigns and its Authorized Users (as hereinafter defined), a perpetual exclusive easement over, across and under the Road. As used in this Declaration, "Authorized Users" refers to the Grantee, its guests, licensees, contractors, invitees and members of the public and each of their respective agents, contractors, consultants, officers and suppliers. The easement herein granted is an easement appurtenant and is for the purposes of (i) ingress and egress for persons, motor vehicles, trucks, bikes, motorcycles, material, equipment and trailers; (ii) maintaining and repairing the Road; and (iii) installing, constructing, maintaining, repairing, removing and replacing, as necessary, any and all utility services, including but not limited to, mains, lines, pipes, conduits, poles, wires, lift stations and junction boxes for sewer, water, electric, telephone, gas and cable television or other communication service (the "Utility Services"). The Grantee shall have the right, from time to time, to install, maintain and replace on, over and under the Easement Parcel, the Utility Services.
3. **Operation, Maintenance and Repair.** Until such time that this Declaration is terminated as hereinafter set forth in Section 5, Grantee shall be responsible at Grantee's expense for the cost to maintain and repair the Road and the Utility Services, subject to any responsibilities and obligations of the Grantor to reimburse the Grantee pursuant to the terms and requirements of a development agreement or agreements heretofore or hereinafter entered into between the Grantor and the Grantee
4. **Construction Liens.** Grantee shall keep the Road free of mechanics' liens and any other liens for labor, services, supplies, equipment or materials purchased or procured, directly or indirectly, by or for Grantee. Grantee agrees that it will promptly pay and satisfy all liens of Grantee's contractors, subcontractors, mechanics, laborers, materialmen and others of like character, and will indemnify Grantor against all liabilities, expenses, costs and charges, including, without limitation, bond payments for release of liens and reasonable attorneys' fees and costs incurred in and about the defense of any suit in discharging the Road from any liens, judgments or encumbrances, caused or suffered by or through Grantee. In the event any such liens shall be made or filed, Grantee shall bond against or discharge same within ninety (90) days after receiving written notice of the filing of same. In the event that Grantee fails to bond or discharge such liens as provided above, then the Grantor may give written notice to the Grantee, and the Grantee shall have fifteen (15) days following the date of such notice to bond or discharge such liens. In the event that the Grantee fails to bond or discharge such liens within such fifteen (15) day period, then the Grantor may bond and/or discharge the same and thereafter, the Grantee shall pay the Grantor for the reasonable costs incurred by Grantor to bond and/or discharge the lien within thirty (30) days following receipt by the Grantor of a reasonably

documented invoice for same. Grantee shall not have any authority to create any liens for labor or material on the Road and all persons contracting with Grantee for the performance of any services, supply of any materials or provision of any labor for any work done in, on or around the Road, and all materialmen, contractors, suppliers, mechanics and laborers are hereby charged with notice that they must look solely to Grantee to secure payment of any bill for work done or material furnished at the request or instruction of Grantee. The provisions of this paragraph shall survive the termination of this Agreement.

5. Termination of Easement. Upon the Grantor's Land being platted, which plat provides among other items, for the dedication of the Road, the Grantor and Grantee agree that the easement granted herein shall automatically terminate without the requirement for any further written documentation in regard thereto, which termination shall be reflected on the plat and replaced by the dedication of the Road on the plat.

6. No Public Dedication. Nothing contained in this grant of easement shall, in any way, be deemed or constitute a gift of or dedication of any portion of the Road to either the Grantee, the general public or for the benefit of the general public whatsoever, it being the intention of the parties hereto that this grant of easement shall be limited to and utilized for the purposes expressed herein and only for the benefit of the persons herein named.

7. Indemnification. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all liabilities, damages, claims, costs or expenses whatsoever (including all reasonable attorneys' fees and costs whether suit be brought or any appeals be taken therefrom-) arising from the failure of Grantee or its Authorized Users to perform its obligations under this Declaration, which were not caused by or arose from the Grantor's negligence or willful misconduct. The indemnification provisions of this paragraph 7 shall survive the termination of this Declaration.

8. Grantee's Liability. Grantee will assume and defend all liability of Grantor, as set forth in paragraph 7 above within the Road, except for any liability arising from either the negligence or willful and contributory acts of Grantor, its officers and employees. Nothing contained in this paragraph 8 or elsewhere in this Declaration is in any way intended to be a waiver of the limitations on Grantee's liability to third parties as set forth in Section 768.28, Florida Statutes; however, the limitations under said statutory provision shall not apply to the Grantee's contractual obligations to defend Grantor and to cover, pay and/or reimburse any and all costs, expenses, liabilities, claims, actions, causes of action, losses, demands and damages, including, without limitation, reasonable attorneys' fees and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property, incurred by Grantor and occurring within the road, resulting from, arising out of, or incurred in connection with, use of the Road by Grantee or Authorized Users. Grantee will cause the Grantor to be named as an additional insured under the general/professional liability coverage which the Grantee maintains through the Florida Municipal Insurance Trust, Agreement No.: FMIT #1073 and have a certificate of insurance issued to the Grantor, confirming same.

9. Successors and Assigns. The easements hereby granted and the requirements herein contained are intended as, and except for the termination provision set forth in Section 5 above, shall be, covenants running with the Grantor's Land. This Declaration shall

inure to the benefit of and be binding upon Grantee, and Grantee shall not be permitted to assign, transfer or convey all or any part of its rights and interests under this Declaration (including its rights and interests in and to the easements granted hereunder), except to a successor municipal corporation; provided, however, that nothing herein shall be deemed a limitation on Grantee's right to permit the Authorized Users to use the Road, subject to and in accordance with the terms of this Declaration.

10. Grantor's Representations and Warranties. Grantor hereby represents and warrants to the Grantee as follows:

10.1 Grantor's existence. Grantor is a Florida limited liability company, in good standing and authorized to transact business in the State of Florida and has full power and authority to comply with the terms of this Declaration.

10.2 Authority. The execution and delivery of this Declaration by Grantor is within Grantor's capacity, and all requisite action has been taken to make this Declaration valid and binding on Grantor in accordance with its terms.

11. Grantee's Representations and Warranties. Grantee hereby represents and warrants to Grantor as follows: subject to and conditioned upon the Grantee obtaining approval from the City Council for the Grantee to enter into this Declaration, which approval shall only be evidenced by a resolution duly adopted by the City Council, the execution and delivery of this Declaration by Grantee are within Grantee's capacity, and all requisite action will have been taken to make this Declaration valid and binding on Grantee in accordance with its terms.

12. No Waiver. Failure by either party to enforce any covenant, condition or restriction contained in this Declaration in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

13. Severability. Invalidation of any one or a portion of these covenants, conditions and restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

14. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the prevailing party in such action shall be entitled to recover from the other party thereto reasonable attorney's fees and costs of such suit as determined by the court or by arbitration as part of the judgment.

15. Construction. The section headings contained in this Declaration are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Declaration have participated fully in the negotiation of this Declaration, and accordingly, this Declaration shall not be more strictly construed against any one of the parties hereto. In construing this Declaration, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

16. Notices. Any notice hereunder shall be in writing and shall be deemed to have been properly delivered when directed to the addressee as follows:

If to Grantee: City of Doral
8300 NW 53rd Street, Suite 200
Doral, Florida 33166
Attention: Yvonne Soler-McKinley,
The City Manager
Phone: (305) 593-6725

With a copy to the
Grantee's Public Works Director:

City of Doral
8300 NW 53rd Street, Suite 200
Doral, Florida 33166
Attention: Eric Carpenter, Public Works Director
Phone: (305) 593-6740

With a copy to
Grantee's Attorney: Stearns Weaver Miller Weissler
Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Attention: Jimmy Morales, Esq.
Miami, Florida 33130
Phone: (305) 789-3532

If to Grantor: Tract 33, LLC
c/o AJP Ventures at Doral, LLC, its manager
2901 Ponce de Leon Boulevard
Coral Gables, Florida 33134
Attention: Alberto J. Perez, its manager
Phone: 305-446-5225

With a copy to
Grantor's Attorney: Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131-3224
Attention: Kerri Lew Barsh, Esq.
Phone: (305) 579-0772

Any notice, request, demand, instruction or other communication to be given to either party hereunder, shall be in writing and shall either be (i) hand delivered, or (ii) sent by Federal Express or a comparable overnight mail service. Notice shall be deemed to have been given upon receipt or refusal of delivery of said notice. The addressees and addresses for the purpose of this paragraph may be changed by giving notice. Unless and until such written notice is

received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.


17. Governing Law. This Declaration will be governed and interpreted pursuant to the laws of the State of Florida. Grantor and Grantee, their successors and assigns, shall perform all of their respective obligations under this Declaration in compliance with all applicable laws.

18. Modification/Entire Agreement. This Declaration may be modified only in a writing executed by the parties to this Declaration or their respective successors or assigns. This Declaration constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

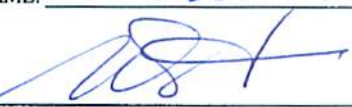
19. Counterpart. This Declaration may be executed in any number of counterparts, any one and all which shall constitute the Contract of the parties and each of which shall be deemed an original.

20. Waiver of Jury Trial. Grantor and Grantee hereby knowingly, voluntarily and intentionally, waive trial by jury in any action brought by one against the other in connection with any matter arising out of or in any way connected within this Declaration. This waiver shall apply to any original claim, counterclaim, cross claim, or other claim of any kind asserted by either party in any such action. Neither party nor any representative of either party, including counsel, has represented to the other that it would not seek to enforce this waiver of right to jury trial in any such action. The parties acknowledge that the provisions of this section are a material inducement to their entering into this easement agreement.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]



PRINT NAME: Jose H. Perez



PRINT NAME: MAYRA SOTO

As to the Grantor:
Tract 33, LLC, Florida limited liability
company


By: AJP Ventures at Doral, LLC, a Florida
limited liability company, its
manager

By: 

Alberto J. Perez, its manager

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10th day of March, 2010 by
Alberto J. Perez, manager of AJP Ventures at Doral, LLC, the manager of Tract 33, LLC on
behalf of the _____, who is personally known to me or produced a _____ as
identification.



Notary Public
State of Florida at Large
My Commission Expires:



Patricia Vallejo
COMMISSION # DD907261
EXPIRES: JUL. 14, 2013
WWW.AARONNOTARY.com

As to the Grantee:

City of Doral, a Florida municipal corporation

PRINT NAME: _____

By: *Yvonne Soler-McKinley*
Name: Yvonne Soler-McKinley
Its: City Manager

PRINT NAME: _____

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of March, 2010
Yvonne Soler-McKinley as the City Manager of The City of Doral, a Florida Municipal
Corporation on behalf of the City, who is personally known to me or produced a
_____ as identification.

Marylluvia Resendiz
Notary Public
State of Florida at Large
My Commission Expires:



Marylluvia Resendiz
COMMISSION #DD859328
EXPIRES: FEB. 09, 2013
WWW.AARONNOTARY.COM

Approved as to form and legal sufficiency
for the sole use of the City of Doral

Jimmy Morales
City Attorney

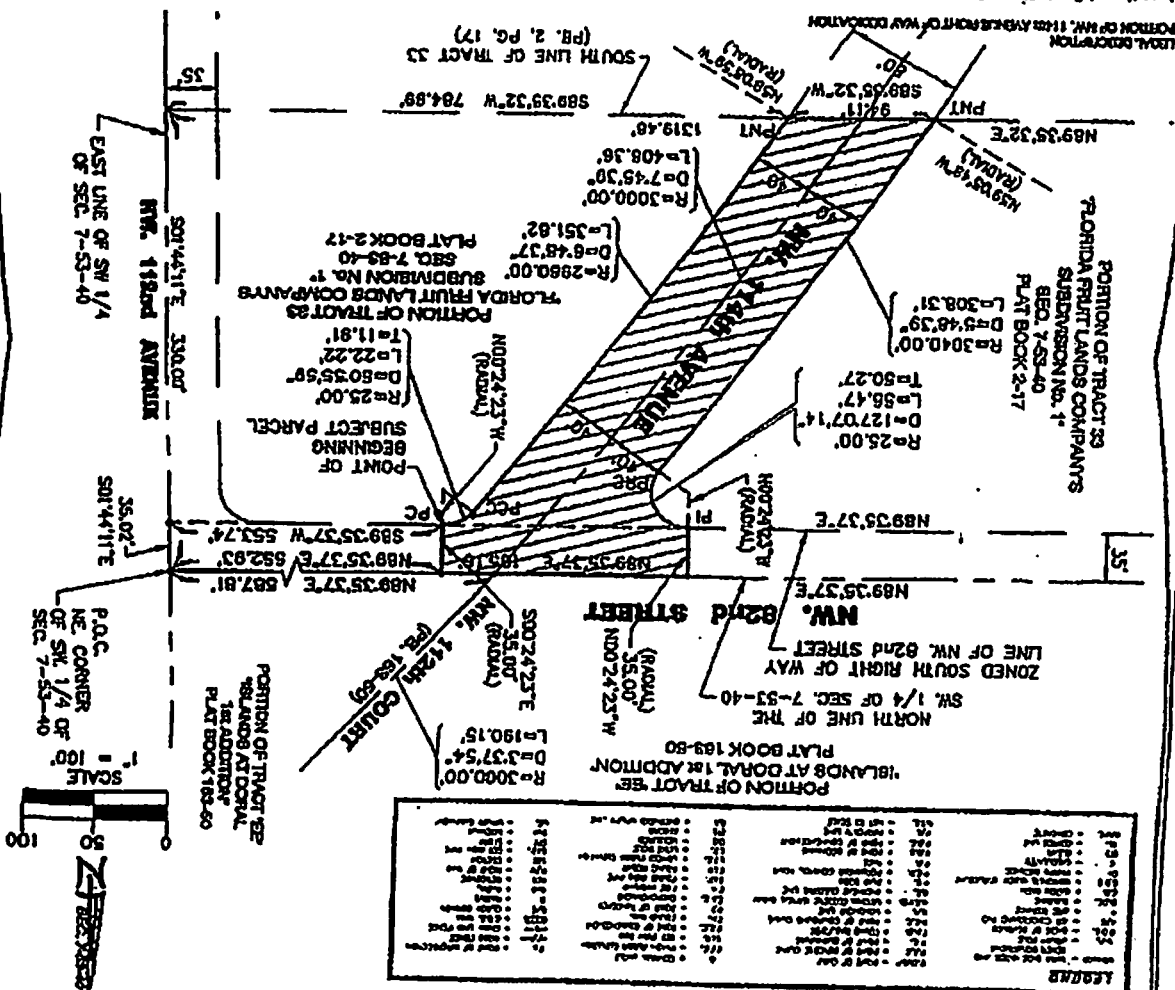
Jimmy Morales
Print Name

Exhibit "A"

Tract 33, in Section 7, Township 53 South, Range 40 East, of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

**LEGAL DESCRIPTION
THE ROAD**

[illegible]

WITNESS TO ABOVE SIGNED THAT DEED WAS FORWARDED

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for

City of Doral, Florida

EXHIBIT A

SOURCES OF DATA:

The Legal Description of the Subject Property was generated from Township Maps prepared by Miami-Dade County, Public Works Department, Engineering Division Services, for Section 7, Township 53 South, Range 40 East, Miami-Dade County, Florida.

In addition, the following sources of data were used to the extent required to complete this document in a defensible matter, that is to say:
Sketch provided by the client showing the approximate portion of Land subject to Right-of-way Dedication.

Bearings as shown hereon are based upon the Southerly Line of Tract 33, with a bearing of N89°35'32"E.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than what appears on the underlying Plot 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 what is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this 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.

INTENDED USE/EXPRESS PURPOSES:

It is understood by the Surveyor that the intended use of this document is to dedicate a portion of said Tract 33 for Right of Way acquisition purposes.

SURVEYOR'S CERTIFICATE:

I hereby certify to City of Doral: 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 "Minimum Technical Standards for Land Surveying in the State of Florida", pursuant to Rule 61G17-6 of the Florida Administrative Code and its Implementing Rule, Chapter 472.027 of the Florida Statutes.

By: _____ Date: _____

Jose Senas, P.S.M.
Professional Surveyor and Mapper LS5938
HADONNE CORP.
Land Surveyors and Mappers
Certificate of Authorization LB7097
7855 N.W. 12th Street, Suite 202
Doral, Florida 33126
305.266.1188 phone
305.207.6845 fax

NOTICE: Not valid without the signature and original raised 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 61G17-6 of the Florida Administrative Code.

NOTICE: Not full and complete without page 1 of 2.

22\09111 TRACT 33 in Sec. 7-33-10\dmq\Sketch and Legal Tract 33 Revised 1.dwg 12/17/2009 11:26 22 AM EST

Page 2 of 2

JOB: 09111

Page 2 of 2