

This Instrument Prepared by and Return to:

Tracy R. Slavens, Esq.
Holland & Knight, LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

**LANDSCAPING MAINTENANCE COVENANT
FOR GRAND BAY SOUTH**

THIS LANDSCAPING MAINTENANCE COVENANT ("Covenant") is made and entered into effective as of this 13 day of December, 2016, by and between the City of Doral, Florida, a municipal corporation (the "City"), having an address at 8401 NW 53rd Terrace, Doral, Florida 33166 and Flordade, LLC, a Florida limited liability company, having an address of 700 NW 107 Avenue, Suite 400, Miami, Florida 33172 ("Owner").

W I T N E S S E T H :

WHEREAS, Owner is the owner of that certain parcel of land more particularly described on Exhibit "A," attached hereto and made a part hereof (the "Property"); and

WHEREAS, as part of the development of the Property, Owner has proposed the donation and installation of certain landscaping improvements within the following rights of way: i) NW 78 Street between NW 102 Avenue and east of NW 107 Avenue; ii) NW 82 Street between NW 104 Avenue and east of NW 107 Avenue; iii) NW 102 Avenue between NW 76 Street and NW 78 Street; and iv) NW 104 Avenue between NW 76 Street and NW 82 Street (collectively, the "Roadways");

WHEREAS, The City is the owner of the Roadways; and

WHEREAS, Owner desires to place certain irrigation, landscaping, and lighting improvements, as more specifically described in this Covenant, within the Roadways; and

WHEREAS, Owner shall donate and install the Improvements, as defined hereinafter, on the City Property at its sole cost and expense; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

2. IMPROVEMENTS.

- a. Owner is seeking to install irrigation, landscaping, and lighting improvements within a portion of the Roadways in accordance with the applicable governmental permits and regulations (the "Improvements"). Owner shall construct the Improvements within the Roadways in a manner consistent with the plans and specifications, entitled "Median Irrigation Plan," prepared by Dixie Landscape, dated February 17, 2016 and consisting of seven (7) sheets, and which are more specifically detailed in Composite Exhibit B attached hereto (the "Plans"). Said Plans may be amended and approved by the City and Owner from time to time.
- b. Owner shall satisfy all State, County and City plan reviews, permitting and construction standards, including, but not limited to, limiting the location where irrigation facilities can be installed and specifying the standards for construction in connection with the installation of the Improvements.
- c. The Improvements shall be maintained in good repair by Owner, its successors or assigns, at all times including, but not limited to, irrigation and lighting systems, at its sole expense. Owner, its successors or assigns, shall be responsible, at its sole expense, for water and electrical services required for the maintenance of the Improvements. Owner, its successors or assigns, shall prevent the Improvements from becoming traffic and pedestrian hazards. In the event the Improvements cannot be repaired, Owner, its successors or assigns, shall promptly submit plans and upon approval by the city and regulatory agencies, replace and install at its cost a new system. Owner, its successors or assigns, shall be entitled to enter the Roadways as necessary to perform necessary maintenance, subject to standard permit requirements. The City shall have the right, but not the obligation, to repair the Improvements upon giving Owner, its successors or assigns, 30-days written notice of any necessary repairs, and failure to perform the repair within an additional 30-day period. The cost of repair shall be charged to and shall be reimbursed by Owner, its successors or assigns, within 30-days of receipt of the invoice from the City.
- d. Owner, its successors or assigns, shall have the right to enter the Roadways for the purpose of constructing and maintaining the improvements. Owner, its successors or assigns, shall secure necessary permits from the City to perform the work and shall notify the Public Works Department of its work schedule and work plans.

3. RESERVATION OF RIGHTS. The City reserves the right to enter upon the Roadways at any time for any municipal purpose, including, but not limited to, clearing accidents, maintaining the Roadways, and placement of telecommunication cables and equipment. The City, or its agents and licensees, and independent contractors, shall disturb the Improvements as

little as possible to accomplish the municipal purpose, and shall be responsible for making any and all repairs and restorations to the landscaping, irrigation, and/or lighting resulting therefrom.

4. CORRECTION OF UNSAFE CONDITION.

- a. The Improvements shall be maintained in a safe condition at all times by Owner, its successors or assigns. In the event the City determines that an unsafe or dangerous condition exists in the Roadways which is caused in whole or in part by the failure to maintain or to restore the Improvements, the City has the right, after giving Owner, its successors or assigns, 30-days written notice, to cure, repair, correct or modify the Improvements and the affected Roadways at Owner's expense.
- b. If the City determines that the unsafe or dangerous condition is of an emergency nature, which threatens public safety or damage to property, it may take immediate action to remedy the situation. The City shall give notice of the emergency condition and the corrective action to Owner, its successors or assigns, as soon as is practicable.

5. INDEMNIFICATION AND HOLD HARMLESS. Owner, its successors or assigns, shall indemnify, defend and hold the City harmless for any claim, investigation, settlement, judgment or expense, including reasonable attorney's fees and costs necessarily incurred, arising out of or relating to any claim for death or bodily injury, property damage, including damage to the right-of-way, or personal injury that is allegedly caused in whole or in part by the construction and maintenance, or the failure to maintain, the Improvements. In the event Owner assigns its rights and obligations set forth in this Covenant to the Grand Bay at Doral Community Development District (the "CDD") and the CDD accepts such assignment, the Owner's obligations set forth in this Covenant will apply to the CDD only to the extent allowed by law.

6. INSTALLATION OF IMPROVEMENTS. Owner shall install all Improvements pursuant to the Plans and to the extent required pursuant to applicable City of Doral and Miami-Dade County Codes.

7. SPECIAL ASSESSMENT LIEN. Any cost incurred by the City to maintain or repair the Improvements, either incident to an emergency action or upon the failure of Owner, its successors or assigns, to maintain or repair the system after receipt of written notice by the City, or to correct a dangerous or unsafe condition, or any cost incurred by the City to defend or pay any claim, investigation, settlement, judgment or expense, including reasonable attorney's fees and costs necessarily incurred, arising out of or relating to any claim for death or bodily injury, property damage, including damage to the Roadways, or personal injury that is allegedly caused in whole or in part by the construction and maintenance, or the failure to maintain the Improvements shall constitute a lien against the Property. The lien shall have the status and priority of a special assessment lien, and shall take precedence over mortgages on the property. The City shall have the right and the power to record the lien if the cost is not paid within 30 days of issuing the invoice for costs and to thereafter enforce the lien by foreclosure and by any

other lawful means.

8. DURATION OF RIGHTS AND OBLIGATIONS. The rights, powers and obligations under this Covenant shall run with the property for 30 years from the effective date and shall bind the successors and assigns of Owner after which time it shall be automatically extended for successive periods of ten (10) years unless an instrument has been recorded agreeing to release, amend, or modify this Covenant in whole, or in part, as provided below.

9. RIGHT-OF-WAY DEDICATIONS. The obligations, conditions, and statements agreed to by Owner pursuant to and contained in this Covenant shall supersede any future dedications of rights-of-way within the Property.

10. RECORDING. This Covenant shall be recorded in the records of Miami-Dade County and the Property shall be encumbered by this Covenant.

11. ASSIGNMENT, MODIFICATION, AMENDMENT, RELEASE. This Covenant may be assigned, modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the subject property, including joinders of all mortgagees, if any. Written notice shall be provided to the City of any assignment, modification, amendment, or release.

12. NOTICES. All notices given or required under this Covenant shall be deemed sufficient if sent by certified mail, return receipt requested, to the addresses of the Owner specified in this Covenant, unless OWNER shall specify in writing different address for the giving of notices.

13. CONTRACTING OFFICER REPRESENTATIVE. For the purposes of this Covenant, the contracting representatives are as follows:

As to the City: City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166
Attention: Mr. Edward Rojas, City Manager

As to Owner: Flordade, LLC
Attn: Zachary Griffin
700 NW 107 Avenue, Suite 400
Miami, Florida 33172

Copy to: Tracy R. Slavens, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

Copy to: Grand Bay at Doral Community Development District
Dennis Lyles
SunTrust Center, Sixth Floor
515 East Las Olas Boulevard

Ft. Lauderdale, FL 33301

14. INSURANCE. Owner, its successors or assigns, shall maintain throughout the period of this Covenant Comprehensive General Liability insurance, All Risk insurance, Commercial Liability Insurance, and coverage for legal liability for loss or damage to Improvements and the City's right-of-way arising from negligence of Owner's employees. During construction, Owner will maintain Builder's Risk Insurance and Worker's Compensation Insurance. The policies shall have minimum limits no less than \$1,000,000.00, and name the City as an additional insured.

15. SIGNATORY AUTHORITY. The officials executing this Covenant warrant and represent that they are authorized by their respective agency to enter into a binding Covenant.

16. COSTS AND FEES. In the event that either party is required to enforce this Covenant by court proceedings or otherwise, then the parties agree that to the extent permitted by applicable law, the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

17. ASSIGNMENT. All of the easements, covenants, conditions and obligations herein contained shall be binding upon and inure to the benefit of the respective successors and assigns of the parties. OWNER shall have the right to assign its rights and obligations in this Covenant to one or more subsequent purchasers of the Property, provided, however, that upon any such assignment, any such assignee shall agree to be bound by the terms and conditions set forth in this Covenant.

18. SUCCESSORS AND ASSIGNMENT. The rights and obligations created by this Covenant shall be binding upon and inure to the benefit of Owner and the City, their successors and assigns, and shall likewise burden each party according to the terms hereof.

19. NON-WAIVER OF SOVEREIGN IMMUNITY. The City does not waive sovereign immunity, and shall not be liable for the payment of attorney's fees or prejudgment interest.

20. JURISDICTION AND VENUE. For the purposes of this Covenant, Florida law shall govern the terms of this Covenant. Venue shall be in Miami-Dade County, Florida.

21. 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 Covenant shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

WITNESS:

Flordade LLC, a Florida limited liability company

[Handwritten signature]

Witness *[Handwritten signature]*

By: _____

Printed Name JERRY GURIN

Name: CAROL McPHERSON

Witness *[Handwritten signature]*

Title: V.P.

Printed Name Juan Santalla

STATE OF Florida)
)SS
COUNTY OF Dade)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Carol McPherson, the VP of Flordade LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 13 day of December, 2014

[Handwritten signature]
Notary Public
Patricia Llana
Typed, printed or stamped name of Notary Public

My Commission Expires:

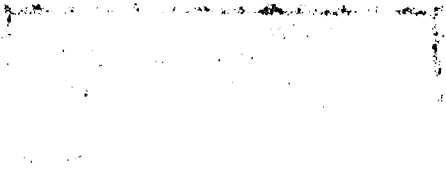
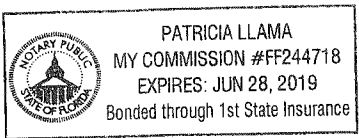


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY:

LEGAL DESCRIPTION: Grand Bay South (Drainage Crossings)

PARCEL 1:
CDD OWNED PARCEL. (ROADS)

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence N01°43'29"W, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89°39'25"E, along the North line of the South 730.00 feet of Southwest 1/4 of said Section 8, for a distance of 1286.55 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence N01°43'43"W for a distance of 611.61 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northerly, Northwesterly and Westerly along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 90°00'00" for an arc distance of 39.27 feet to a point of tangency; thence S88°16'17"W for a distance of 910.58 feet to its intersection with a line 350.55 feet East of and parallel with the West line of the Southwest 1/4 of said Section 8, thence N01°43'29"W, along said parallel line for a distance of 60.00 feet; thence N88°16'17"E for a distance of 910.58 feet to a point of curvature of a circular curve to the left, concave to the Northwest; thence Easterly, Northeasterly and Northerly, along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 90°00'00" for an arc distance of 39.27 feet to a point of tangency; thence N01°43'43"W for a distance of 1163.58 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northerly, Northwesterly and Westerly, along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 89°59'46" for an arc distance of 39.27 feet to a point of tangency; thence S88°16'31"W for a distance of 1221.05 feet to its intersection with a line 40.00 feet East of and parallel with the West line of said Section 8; thence N01°43'29"W, along said parallel line, for a distance of 60.00 feet; thence N88°16'31"E for a distance of 1221.05 feet to a point of curvature of a circular curve to the right, concave to the Southwest; thence Easterly, Southeasterly and Southerly, along the arc of said curve, having for its elements a radius of 85.00 feet, through a central angle of 89°59'46" for an arc distance of 133.51 feet to a point of tangency; thence S01°43'43"E for a distance of 1164.22 feet to a point of curvature of a circular curve to the left, concave to the Northeast; thence Southerly, Southeasterly and Easterly along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 88°39'22" for an arc distance of 38.68 feet to a point of reverse curvature of a circular curve to the right, concave to the Southwest; thence Southeasterly, along the arc of said curve having for its elements a radius of 2320.00 feet, through a central angle of 16°04'25" for an arc distance of 650.84 feet to a point of reverse curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly, along the arc of said curve having for its elements a radius of 2260.00 feet, through a central angle of 14°27'10" for an arc distance of 570.08 feet to a point of compound curvature of a circular curve to the left, concave to the Northwest; thence Easterly, Northeasterly and Northerly along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 92°58'34" for an arc distance of 40.57 feet to a point of tangency; thence N01°44'24"W for a distance of 2608.93 feet to its intersection with the south line of GRAND BAY NORTH, as recorded in Plat Book 170, page 64, Miami-Dade County, Florida; thence N88°15'36"E, along the last described line for a

distance of 60.00 feet; thence S01°44'24"E for a distance of 3156.70 feet; thence S89°39'25"W, along said North line of the South 730.00 feet of the Southwest 1/4 of said Section 8, for a distance of 60.02 feet; thence N01°44'24"W for a distance of 436.16 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northerly and Northwesterly, along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 87°09'49" for an arc distance of 38.03 feet to a point of reverse curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly, along the arc of said curve having for its elements a radius of 2320.00 feet, through a central angle of 14°35'33" for an arc distance of 590.88 feet to a point of reverse curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly, along the arc of said curve having for its elements a radius of 2260.00 feet, through a central angle of 16°00'26" for an arc distance of 631.40 feet to a point of compound curvature of a circular curve to the left, concave to the Southeast; thence Westerly, Southwesterly and Southerly, along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 91°24'37" for an arc distance of 39.89 feet to a point of tangency; thence S01°43'43"E for a distance of 612.38 to its intersection with said North line of the South 730.00 feet of the Southwest 1/4 of said Section 8; thence S89°39'25"W, along the last described line for a distance of 60.02 feet to a point of the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2:
 FLORDADE OWNED
 (PARCEL 2a) (ROAD DEDICATION)

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence N01°43'29"W, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89°39'25"E, along the North line of the South 730.00 feet of Southwest 1/4 of said Section 8, for a distance of 1286.55 feet; thence N01°43'43"W for a distance of 570.91 feet to the POINT OF BEGINNING of the hereinafter described parcel of land, said Point of Beginning also being a point hereinafter referred to as Reference Point "A"; thence continue N01°43'43"W for a distance of 40.70 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northerly, Northwesterly and Westerly along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 90°00'00" for an arc distance of 39.27 feet to a point of tangency; thence S88°16'17"W for a distance of 39.95 feet; thence S46°45'15"E for a distance of 5.66 feet; thence N88°16'17"E for a distance of 17.94 feet to a point of curvature of a circular curve to the right, concave Southwest; thence Easterly, Southeasterly and Southerly along the arc of said curve having for its elements a radius of 39.00 feet, through a central angle of 90°00'00" for an arc distance of 61.26 feet to a point of tangency; thence S01°43'43"E for a distance of 18.69 feet; thence S46°41'36"E for a distance of 5.66 feet to the POINT OF BEGINNING.

AND:

(PARCEL 2b) (ROAD DEDICATION)

Commence at the aforementioned Reference Point "A"; thence N01°43'43"W for a distance of 40.70 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northerly, Northwesterly and Westerly along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 90°00'00" for an arc distance of 39.27 feet to a point of tangency; thence S88°16'17"W for a distance of 39.95 feet; thence N01°52'36"W for a distance of 60.000 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence N88°16'17"E for a distance of 40.10 feet to a point of curvature of a circular curve to the left, concave to the Northwest; thence Easterly, Northeasterly and Northerly, along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 90°00'00" for an arc distance of 39.27 feet to a point of tangency; thence N01°43'43"W for a distance of 40.08 feet; thence S43°16'17"W for a distance of 5.66 feet; thence S01°43'43"E for a distance of 18.08 feet to a point of curvature of a circular curve to the right, concave to the Northwest; thence Southerly, Southwesterly and Westerly, along the arc of said curve having for its elements a radius of 39.00 feet, through a central angle of 90°00'00" for an arc distance of 61.26 feet to a point of tangency; thence S88°16'17"W for a distance of 18.18 feet; thence S42°41'53"W for a distance of 5.60 feet to the POINT OF BEGINNING.

AND:

(PARCEL 2c) (ROAD DEDICATION)

Commence at the aforementioned Reference Point "A"; thence N01°43'43"W for a distance of 40.70 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northerly, Northwesterly and Westerly along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 90°00'00" for an arc distance of 39.27 feet to a point of tangency; thence S88°16'17"W for a distance of 39.95 feet; thence N01°52'36"W for a distance of 60.000 feet; thence N88°16'17"E for a distance of 40.10 feet to a point of curvature of a circular curve to the left, concave to the Northwest; thence Easterly, Northeasterly and Northerly, along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 90°00'00" for an arc distance of 39.27 feet to a point of tangency; thence N01°43'43"W for a distance of 40.08 feet; thence N88°15'54"E for a distance of 60.000 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence S01°43'43"E for a distance of 40.73 feet to a point of curvature of a circular curve to the left, concave to the Northeast; thence Southerly, Southeasterly and Easterly along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 88°39'22" for an arc distance of 38.68 feet to a point of reverse curvature of a circular curve to the right, concave to the Southwest; thence Southeasterly, along the arc of said curve having for its elements a radius of 2320.00 feet, through a central angle of 01°02'30" for an arc distance of 42.18 feet; thence N46°43'33"W for a distance of 5.90 feet to a point on the arc of a circular curve to the left, concave to the South a radial line from said point bears S00°33'00"W; thence Westerly along the arc of said curve, having for its elements a radius of 2324.00 feet, through a central angle of 00°27'41" for an arc distance of 18.71 feet to a point of reverse curvature of a circular curve to the right, concave to the Northeast; thence Westerly, Northwesterly and Northerly, along the arc of said curve, having

for its elements a radius of 41.00 feet, through a central angle of $88^{\circ}10'57''$ for an arc distance of 63.10 feet to a point of tangency; thence $N01^{\circ}43'43''W$ for a distance of 17.27 feet; thence $N46^{\circ}43'43''W$ for a distance of 5.66 feet to the POINT OF BEGINNING.

AND:

(PARCEL 2d) (ROAD DEDICATION)

Commence at the aforementioned Reference Point "A"; thence $N88^{\circ}18'24''E$ for a distance of 59.973 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence $N01^{\circ}43'43''W$ for a distance of 40.06 feet to a point of curvature of a circular curve to the right, concave to the Southeast; thence Northerly, Northeasterly and Easterly along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of $91^{\circ}24'37''$ for an arc distance of 39.89 feet to a point of compound curvature of a circular curve to the right, concave to the South; thence Easterly along the arc of said curve, having for its elements a radius of 2260.00 feet, through a central angle of $00^{\circ}57'31''$ for an arc distance of 37.81 feet to a point of non-tangency; thence $S43^{\circ}16'27''W$ for a distance of 5.44 feet to a point on the arc of a circular curve to the left, concave to the South a radial line from said point bears $S00^{\circ}32'47''W$; thence Westerly along the arc of said curve, having for its elements a radius of 2256.00 feet, through a central angle of $00^{\circ}26'29''$ for an arc distance of 17.38 feet to a point of compound curvature of a circular curve to the left, concave to the Southeast; thence Westerly, Southwesterly and Southerly, along the arc of said curve, having for its elements a radius of 37.00 feet, through a central angle of $91^{\circ}50'01''$ for an arc distance of 59.30 feet to a point of tangency; thence $S01^{\circ}43'43''E$ for a distance of 19.60 feet; thence $S43^{\circ}16'17''W$ for a distance of 5.66 feet to the POINT OF BEGINNING.

AND:

(PARCEL 2e) (F.P.L. EASEMENT)

A portion of Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence $N01^{\circ}43'29''W$, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence $N89^{\circ}39'25''E$, along the North line of the South 730.00 feet of Southwest 1/4 of said Section 8, for a distance of 1286.55 feet; thence $N01^{\circ}43'43''W$ for a distance of 611.61 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northerly, Northwesterly and Westerly along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of $90^{\circ}00'00''$ for an arc distance of 39.27 feet to a point of tangency; thence $S88^{\circ}16'17''W$ for a distance of 741.13 feet to its intersection with the East line of a 170.00 feet Wide Florida Power and Light Easement, as recorded in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida and the POINT OF BEGINNING of the hereinafter described parcel of land, said Point of Beginning also being a point hereinafter referred to as Reference Point "B"; thence $S01^{\circ}43'29''E$ along the East line of said Florida Power and Light Easement, for a distance of 618.07 feet; thence $S89^{\circ}39'25''W$, along said North line of the South 730.00 feet of Southwest 1/4 of said Section 8, for a distance of 170.05 feet; thence $N01^{\circ}43'29''W$, along the West Line of said a 170.00 feet Wide Florida Power and Light

Easement, for a distance of 608.96 feet to a point of curvature of a circular curve to the right, concave to the Southeast; thence Northeasterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'07" for an arc of 5.04 feet to a point of non-tangency; thence N88°16'17"E for a distance of 169.45 feet to the POINT OF BEGINNING.

AND:

(PARCEL 2f) (F.P.L. EASEMENT)

Commence at the aforementioned Reference Point "B"; thence N01°43'29"W for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue N01°43'29"W, along the East line of said Florida Power and Light Easement, for a distance of 1213.63 feet; thence S88°16'31"W for a distance of 170.00 feet; thence S01°43'29"E along the West line of said Florida Power and Light Easement, for a distance of 1208.64 feet to a point of curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 12°33'35" for an arc of 5.04 feet to a point of non-tangency; thence N88°16'17"E for a distance of 169.45 feet to the POINT OF BEGINNING.

AND:

(PARCEL 2g) (F.P.L. EASEMENT)

Commence at the aforementioned Reference Point "B"; thence N01°43'29"W along the East line of said Florida Power and Light Easement for a distance of 1273.63 feet; thence S88°16'31"W for a distance of 170.00 feet; thence N01°43'29"W along the West line of said Florida Power and Light Easement for a distance of 60.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue N01°43'29"W, along said West line of said Florida Power and Light Easement for a distance of 1012.05 feet; thence N88°16'31"E, along the South line of Tract "Z" of "GRAND BAY NORTH", according to the Plat thereof as recorded in Plat Book 170, Page 64 of the Public Records of Miami-Dade County, Florida, for a distance of 170 feet; thence S01°43'29"E along said East line of Florida Power and Light Easement for a distance of 1005.05 feet to a point of curvature of a circular curve to the right concave to the Northwest; thence Southwesterly, along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 17°43'08" for an arc distance of 7.11 feet to a point of non-tangency; thence S88°16'31"W for a distance of 168.91 feet to the POINT OF BEGINNING.

AND; POD II,

A portion of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the intersection between the East line of a 170.00 feet Wide Florida Power and Light Easement, as described in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida and the Southerly line of "GRAND BAY NORTH", according to the Plat thereof as recorded in Plat Book 170, page 64 of the Public Records of Miami-Dade County, Florida, the same being the Southwest corner of Tract " Y " of said "Grand Bay North" ; thence

S01deg43min29secE along said East line of Florida Power and Light Easement for a distance of 1005.05 feet to a point of curvature of a circular curve to the right concave to the Northwest; thence Southwesterly, along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 17deg43min08sec for an arc distance of 7.11 feet to a point on non-tangency; thence N88deg16min31secE for a distance of 742.14 feet to a point of curvature of a circular curve to the right concave to the Southwest; thence Southeasterly, along the arc of said curve, having for its elements a radius of 85.00 feet, through a central angle of 44deg59min54sec for an arc distance of 66.76 feet to a point on non-tangency; thence N43deg16min22secE for a distance of 37.66 feet to a point on the arc of a circular curve to the right, concave to the Northeast, a radial line from said point bears N43deg16min22secE; thence Northwesterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 44deg59min55sec for an arc distance of 18.06 feet to a point tangency; thence N01deg43min43secW for a distance of 367.71 feet to a point of curvature of a circular curve to the left concave to the Southwest; thence Northwesterly, along the arc of said curve, having for its elements a radius of 40.00 feet, through a central angle of 89deg59min46sec for an arc distance of 62.83 feet to a point of tangency; thence S88deg16min31secW for a distance of 349.17 feet to a point of curvature of a circular curve to the right concave to the Northeast; thence Northwesterly, along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 90deg00min00sec for an arc distance of 36.13 feet to a point of tangency; thence N01deg43min29secW for a distance of 271.10 feet; thence N82deg54min20secW for a distance of 112.01 feet; thence S88deg12min43secW for a distance of 203.36 feet to a point of curvature of a circular curve to the right concave to the Northeast; thence Northwesterly, along the arc of said curve, having for its elements a radius of 24.00 feet, through a central angle of 90deg03min48sec for an arc distance of 37.73 feet to a point of tangency; thence N01deg43min29secW for a distance of 227.30 feet to a point of curvature of a circular curve to the right concave to the Southeast; thence Northeasterly, along the arc of said curve, having for its elements a radius of 24.00 feet, through a central angle of 90deg00min00sec for an arc distance of 37.70 feet to a point of cusp; thence S88deg16min31secW along the South line of said Tract " Y " for a distance of 64.93 feet to the POINT OF BEGINNING.

AND; POD III

A portion of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence N01deg43min29secW, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89deg39min25secE, along the North line of the South 730.00 feet of the Southwest 1/4 of said Section 8, for a distance of 1286.55 feet; thence N01deg43min43secW for a distance of 611.61 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northerly, Northwesterly and Westerly along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 90deg00min00sec for an arc distance of 39.27 feet to a point of tangency; thence S88deg16min17secW for a distance of 1221.13 feet to its intersection with a line 40.00 feet East of and parallel with the West line of the Southwest 1/4 off said Section 8, thence N01deg43min29secW, along said parallel line for a distance of 60.00 feet; thence N88deg16min17secE for a distance of 480.00 feet to a point on the Easterly line of a

170.00 foot wide Florida Power and Light Easement, as described in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida, said point also being the POINT OF BEGINNING of the hereinafter described parcel; thence continue N88deg16min17secE for a distance of 701.02 feet; thence N42deg41min53secE for a distance of 5.60 feet; thence N88deg16min17secE for a distance of 18.18 feet to a point of curvature of a circular curve to the left, concave to the Northwest; thence Northeasterly along the arc of said curve, having for its elements a radius of 39.00 feet, through a central angle of 90deg00min00sec for an arc distance of 61.26 feet to a point of tangency; thence N01deg43min43secW for a distance of 18.08 feet; thence N43deg16min17secE for a distance of 5.66 feet; thence N01deg43min43secW for a distance of 1123.16 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89deg59min46sec for an arc distance of 39.27 feet to a point of tangency; thence S88deg16min31secW for a distance of 741.05 feet to a point on the Easterly line of said 170 foot wide Florida Power and Light Easement; thence S01deg43min29secE, along the Easterly line of said 170 foot wide Florida Power and Light Easement, for a distance of 1213.63 feet to the POINT OF BEGINNING.

AND; POD IV

A portion of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence N01deg43min29secW, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89deg39min25secE, along the North line of the South 730.00 feet of the Southwest 1/4 of said Section 8, for a distance of 1286.55 feet; thence N01deg43min43secW for a distance of 611.61 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northerly, Northwesterly and Westerly along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 90deg00min00sec for an arc distance of 39.27 feet to a point of tangency; thence S88deg16min17secW for a distance of 1221.13 feet to its intersection with a line 40.00 feet East of and parallel with the West line of the Southwest 1/4 of said Section 8, thence N01deg43min29secW, along said parallel line for a distance of 60.00 feet; thence N88deg16min17secE for a distance of 1221.13 feet to a point of curvature of a circular curve to the left, concave to the Northwest; thence Easterly, Northeasterly and Northerly along the arc of said curve having for its elements a radius of 25.00 feet, through a central angle of 90deg00min00sec for an arc distance of 39.27 feet to a point of tangency; thence N01deg43min43secW for a distance of 468.81 feet to a point on the North line of the South 1920.06 feet of the Southwest 1/4 of said Section 8; thence N89deg39min25secE, along the last described line for a distance of 60.02 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence S01deg43min43secE for a distance of 427.27 feet; thence S46deg43min43secE for a distance of 5.66 feet; thence S01deg43min43secE for a distance of 17.27 feet to a point of curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly along the arc of said curve, having for its elements a radius of 41.00 feet, through a central angle of 88deg10min57sec for an arc distance of 63.10 feet to a point of reverse curvature of a circular curve to the right, concave to the South; thence Easterly along the arc of said curve, having for its elements a radius of 2324.00 feet, through a central angle of 00deg27min41sec for

an arc distance of 18.71 feet to a point of non-tangency; thence S46deg43min33secE for a distance of 5.90 feet to a point on a circular curve to the right; concave to the Southwest, a radial from said point bears S00deg39min26secW; thence Southeasterly along the arc of said curve, having for its elements a radius of 2320.00 feet, through a central angle of 15deg01min54sec for an arc distance of 608.66 feet to a point of reverse curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly along the arc of said curve, having for its elements a radius of 2260.00 feet, through a central angle of 05deg10min01sec for an arc distance of 203.81 feet to a point; thence N01deg44min24secW for a distance of 417.43 feet; thence S88deg15min18secW for a distance of 189.14 feet to a point of curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 90deg00min31sec for an arc distance of 39.27 feet to a point of tangency; thence N01deg44min11secW for a distance of 549.10 feet; thence S88deg16min31secW for a distance of 302.12 feet to a point of curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly along the arc of said curve, having for its elements a radius of 24.00 feet, through a central angle of 90deg00min00sec for an arc distance of 37.70 feet to a point of tangency; thence N01deg43min29secW for a distance of 411.60 feet; thence S88deg16min31secW for a distance of 303.01 feet to a point of curvature of a circular curve to the right, concave to the North; thence Northwesterly along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 44deg59min51sec for an arc distance of 18.06 feet to a point on a non-tangency line; thence S43deg16'22"W, along a line radial to the following described curve, for a distance of 37.66 feet to a point on a circular curve to the right, concave to the Southwest; thence Southeasterly along the arc of said curve, having for its elements a radius of 85.00 feet, through a central angle of 44deg59min48sec for an arc distance of 66.75 feet to a point of tangency; thence S01deg43min43secE for a distance of 696.22 feet to the POINT OF BEGINNING.

AND; POD V

A portion of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 8; thence N01deg43min29secW, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89deg39min25secE, along the North line of the South 730.00 feet of the Southwest 1/4 of said Section 8, for a distance of 520.15 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue N89deg39min25secE for a distance of 766.40 feet; thence N01deg43min43secW for a distance of 570.91 feet; thence N46deg41min36secW for a distance of 5.66 feet; thence N01deg43min43secW for a distance of 18.69 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly along the arc of said curve, having for its elements a radius of 39.00 feet, through a central angle of 90deg00min00sec for an arc distance of 61.26 feet to a point of tangency; thence S88deg16min17secW for a distance of 17.94 feet; thence N46deg45min15secW for a distance of 5.66 feet; thence S88deg16min17secW for a distance of 701.18 feet to a point on the Easterly line of a 170.00 foot wide Florida Power and Light Easement, as described in Official Records Book 6142, at Page 326 of the Public Records of Miami-Dade County, Florida; thence S01deg43min29secE, along

the Easterly line of said 170.00 foot Florida Power and Light Easement, for a distance of 618.07 feet to the POINT OF BEGINNING.

AND; POD VI

A portion of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

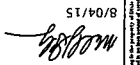
COMMENCE at the Southwest Corner of said Section 8; thence N01deg43min29secW, along the West Line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence N89deg39min25secE, along the North line of the South 730.00 feet of the Southwest 1/4 of said Section 8, for a distance of 1346.57 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue N89deg39min25secE for a distance of 1250.82 feet; thence N01deg44min24secW for a distance of 436.16 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 87deg09min49secE and an arc distance 38.03 feet to a point of reverse curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly along the arc of said curve, having for its elements a radius of 2320.00 feet, through a central angle of 14deg35min33sec for an arc distance of 590.88 to a point of reverse curvature of a circular curve to the left, concave to the Southwest; thence Northeasterly along the arc of said curve, having for its elements a radius of 2260.00 feet, through a central angle of 15deg02min56sec for an arc distance of 593.59 feet to a point; thence S43deg16min27secW for a distance of 5.44 feet to a point on a circular curve to the left, concave to the South, a radial from said point bears S00deg32min47secW; thence Westerly along the arc of said curve, having for its elements a radius of 2256.00 feet, through a central angle of 00deg26min29sec for an arc distance of 17.38 feet to a point of compound curvature of a circular curve to the left, concave to the Southeast; thence Southwesterly along the arc of said curve, having for its elements a radius of 37.00 feet, through a central angle of 91deg50min01sec for an arc distance of 59.30 feet to a point of tangency; thence S01deg43min43secE for a distance of 19.60 feet; thence S43deg16min17secW for a distance of 5.66 feet; thence S01deg43min43secE for a distance of 572.32 feet to the POINT OF BEGINNING.

COMPOSITE EXHIBIT B

Description of Roadways:

REVISIONS

IRV	
-----	--

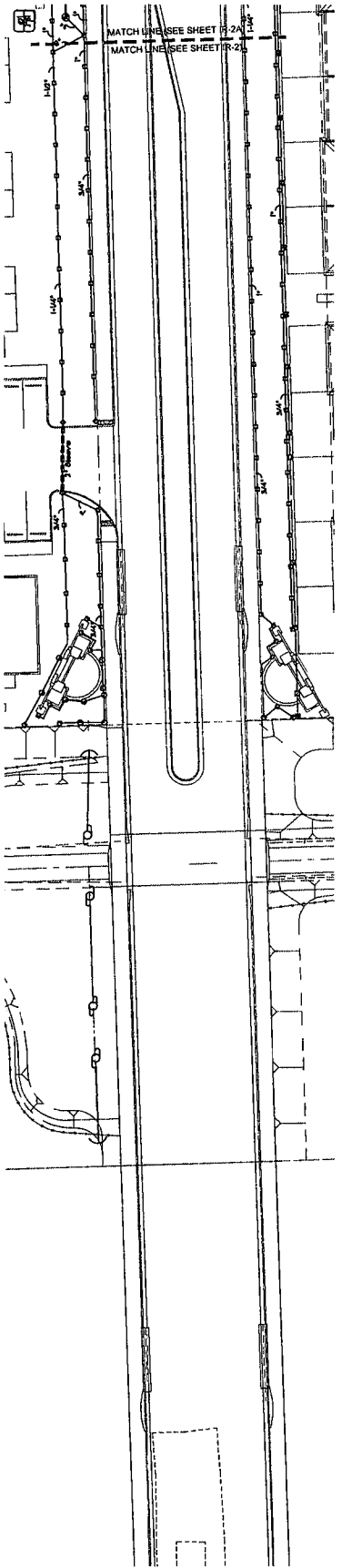
MICHAEL J. OLYN PLS
 8/04/15

 PLS
THESE PLANS ARE THE PROPERTY OF MICHAEL J. OLYN PLS. NO PART OF THESE PLANS ARE TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF MICHAEL J. OLYN PLS.

MEDIAN IRRIGATION PLAN

GRAND BAY SOUTH
 LENNAR
 DORAL, FLORIDA

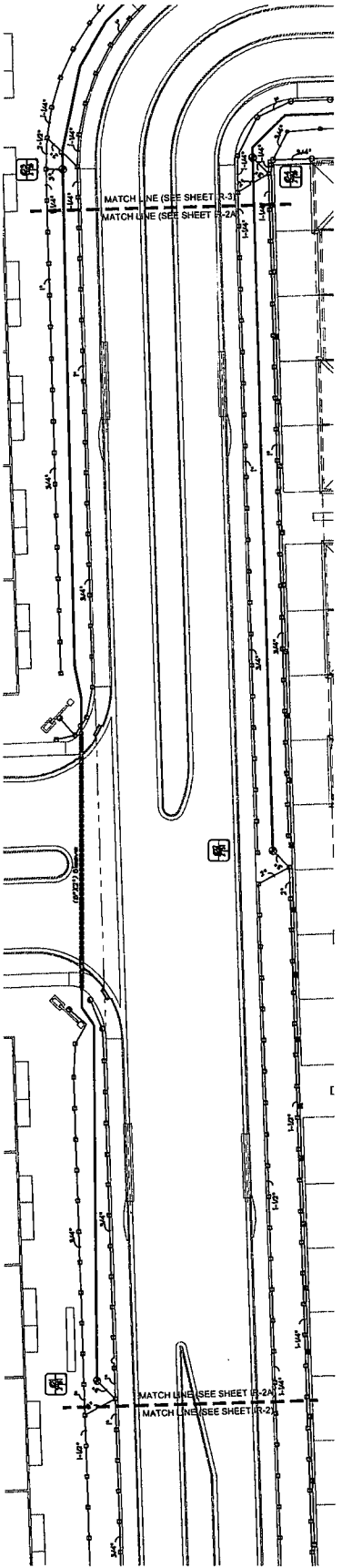
DIXIE LANDSCAPE
 13950 Northway III Ct.
 Miami, FL 33176
 P. 305.884.5700 F. 305.884.8343

Date	02/17/2016
Scale	1"=20'-0"
Drawn	EJI
Check	
Sheet	IR-2
Of	7 Sheets



MEDIAN IRRIGATION PLAN (IR-2)

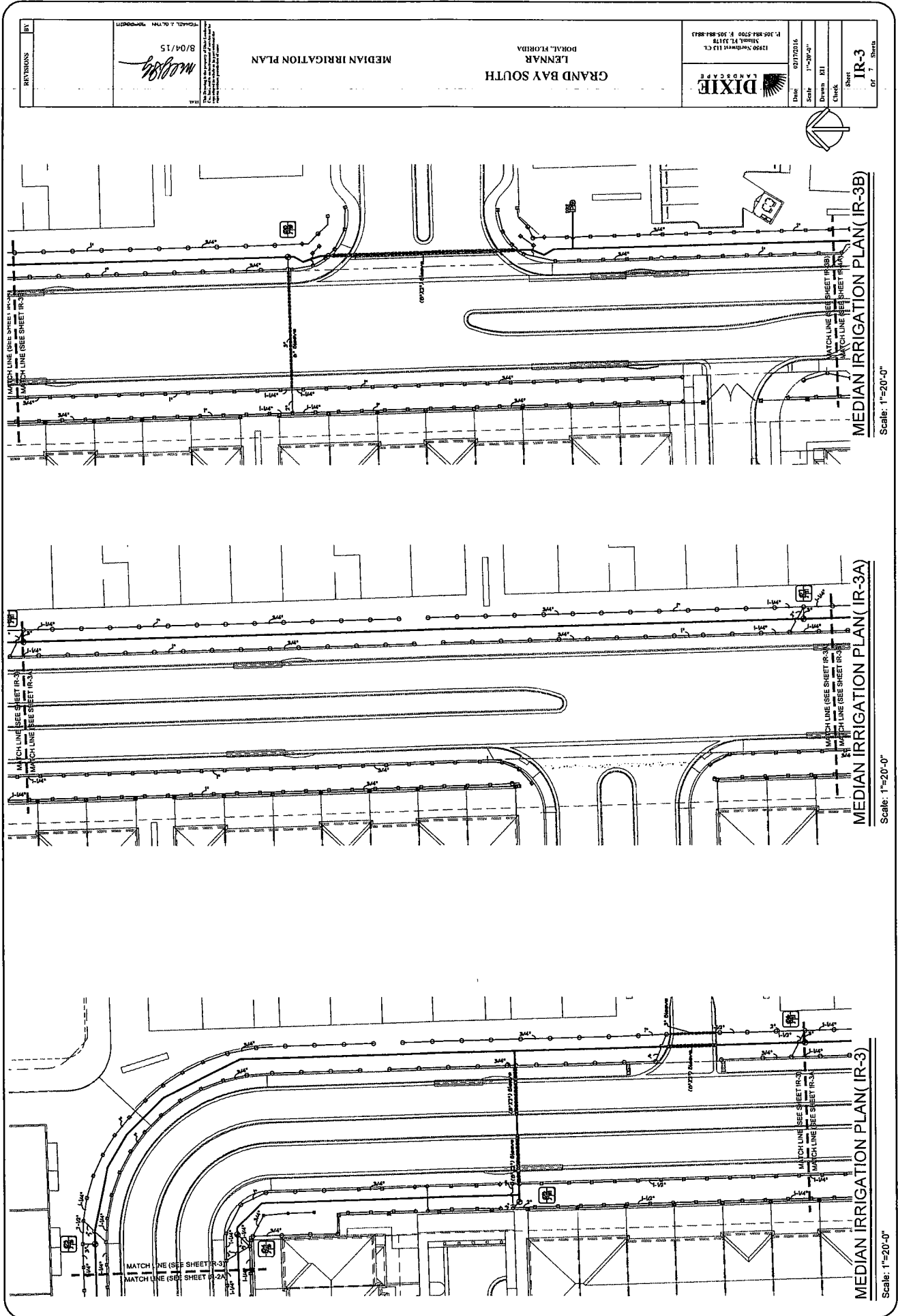
Scale: 1"=20'-0"



MEDIAN IRRIGATION PLAN (IR-2A)

Scale: 1"=20'-0"





PROJECT: GRAND BAY SOUTH, LENNAR, DORAL, FLORIDA
 DATE: 8/04/15
 DRAWN BY: [Signature]

MEDIAN IRRIGATION PLAN

GRAND BAY SOUTH
 LENNAR
 DORAL, FLORIDA

DIXIE LANDSCAPE
 13950 SW 10th St, Suite 111, Doral, FL 33176
 P: 305-854-5700 F: 305-854-8843
 Date: 07/22/15
 Scale: 1"=20'-0"
 Drawn: KJ
 Check: [Blank]
 Sheet: IR-3
 Of: 7 Sheets



MEDIAN IRRIGATION PLAN (IR-3B)
 Scale: 1"=20'-0"

MEDIAN IRRIGATION PLAN (IR-3A)
 Scale: 1"=20'-0"

MEDIAN IRRIGATION PLAN (IR-3)
 Scale: 1"=20'-0"

MATERIALS	IR
-----------	----

8/04/15
M. J. [Signature]
 PROJECT: 20170011653
 SHEET: IR-4

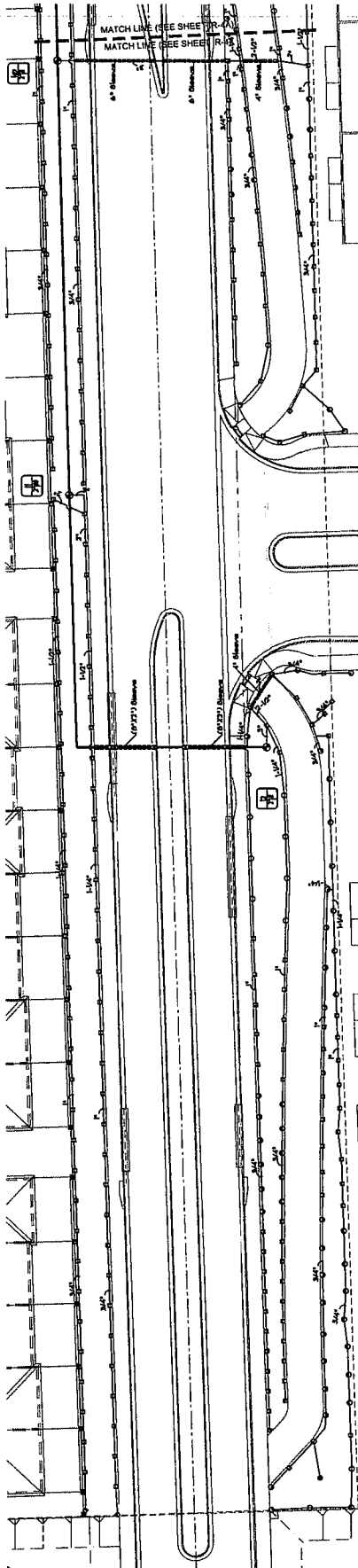
MEDIAN IRRIGATION PLAN

GRAND BAY SOUTH
 LENNAR
 DORAL, FLORIDA

DIXIE LANDSCAPE
 1950 Northway III Ct.
 Miami, FL 33178
 P. 305.884.5700 F. 305.884.8343

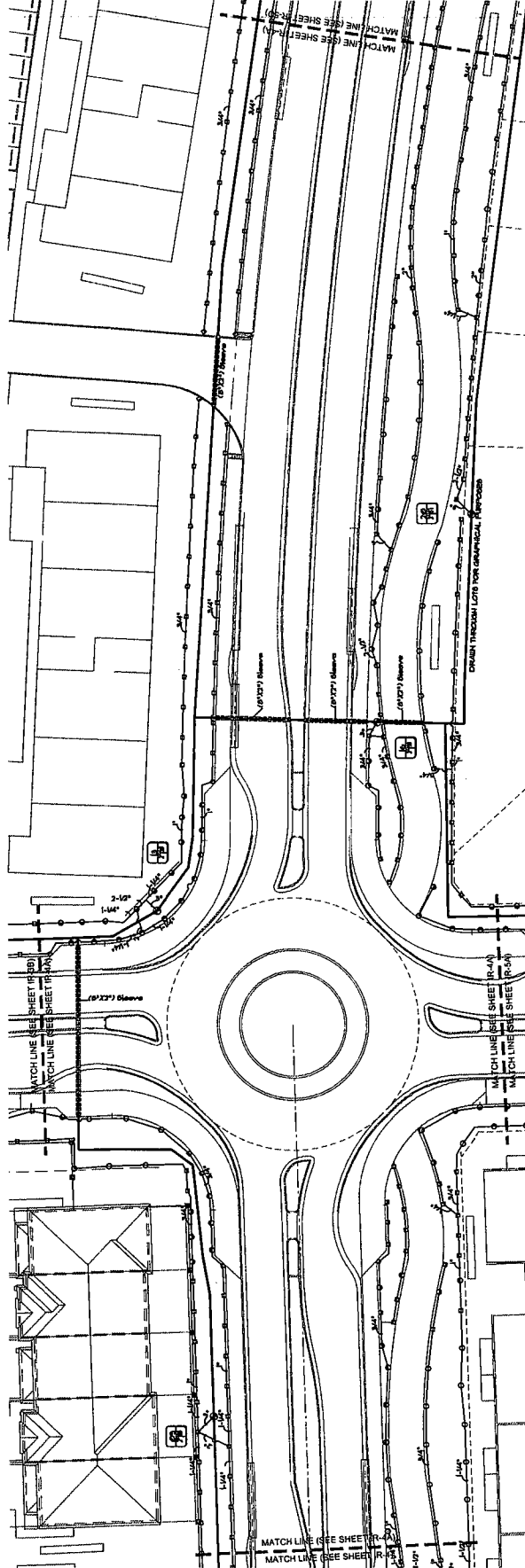
Date	07/17/2016
Scale	1"=20'-0"
Drawn	BJ
Check	

Sheet
IR-4
 of 7 Sheets



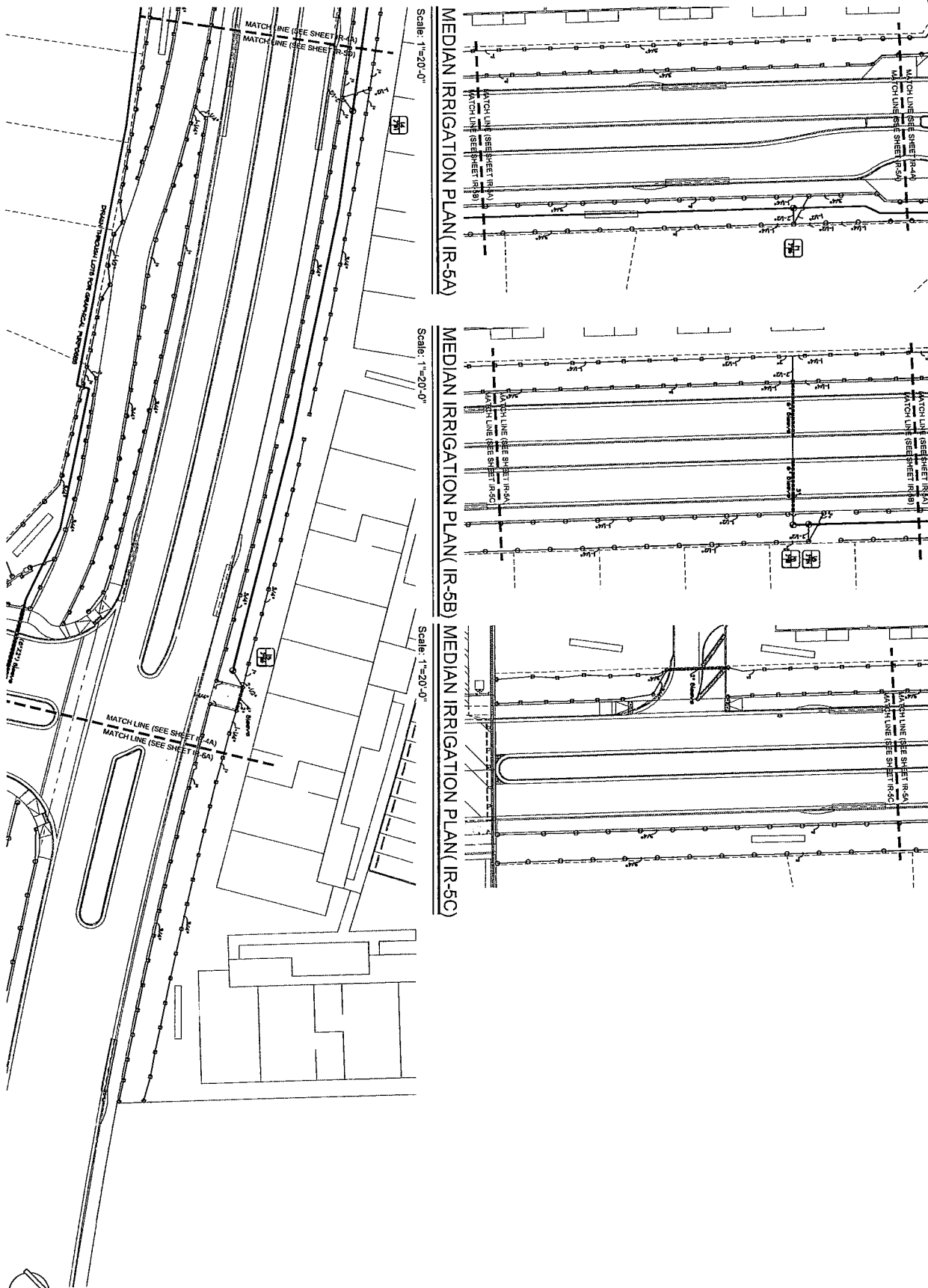
MEDIAN IRRIGATION PLAN (IR-4)

Scale: 1"=20'-0"



MEDIAN IRRIGATION PLAN (IR-4A)

Scale: 1"=20'-0"



MEDIAN IRRIGATION PLAN (IR-5A)

MEDIAN IRRIGATION PLAN (IR-5B)

MEDIAN IRRIGATION PLAN (IR-5C)

MEDIAN IRRIGATION PLAN (IR-5D)

Scale: 1"=20'-0"

Scale: 1"=20'-0"

Scale: 1"=20'-0"

Scale: 1"=20'-0"

DIXIE LANDSCAPE
 12950 Northwest 113 Ct.
 Miami, FL 33178
 P. 305-884-5700 F. 305-884-8843

Date: 02/17/2016
 Scale: 1"=20'-0"
 Drawn: ISI
 Check:

Sheet: IR-5
 of 7 Sheets

GRAND BAY SOUTH
 LENNAR
 DORAL, FLORIDA

MEDIAN IRRIGATION PLAN

SEAL

 MICHAEL J. GLYNN
 8/04/15

DATE: 8/04/15
 BY: [Signature]

REVISIONS	DATE

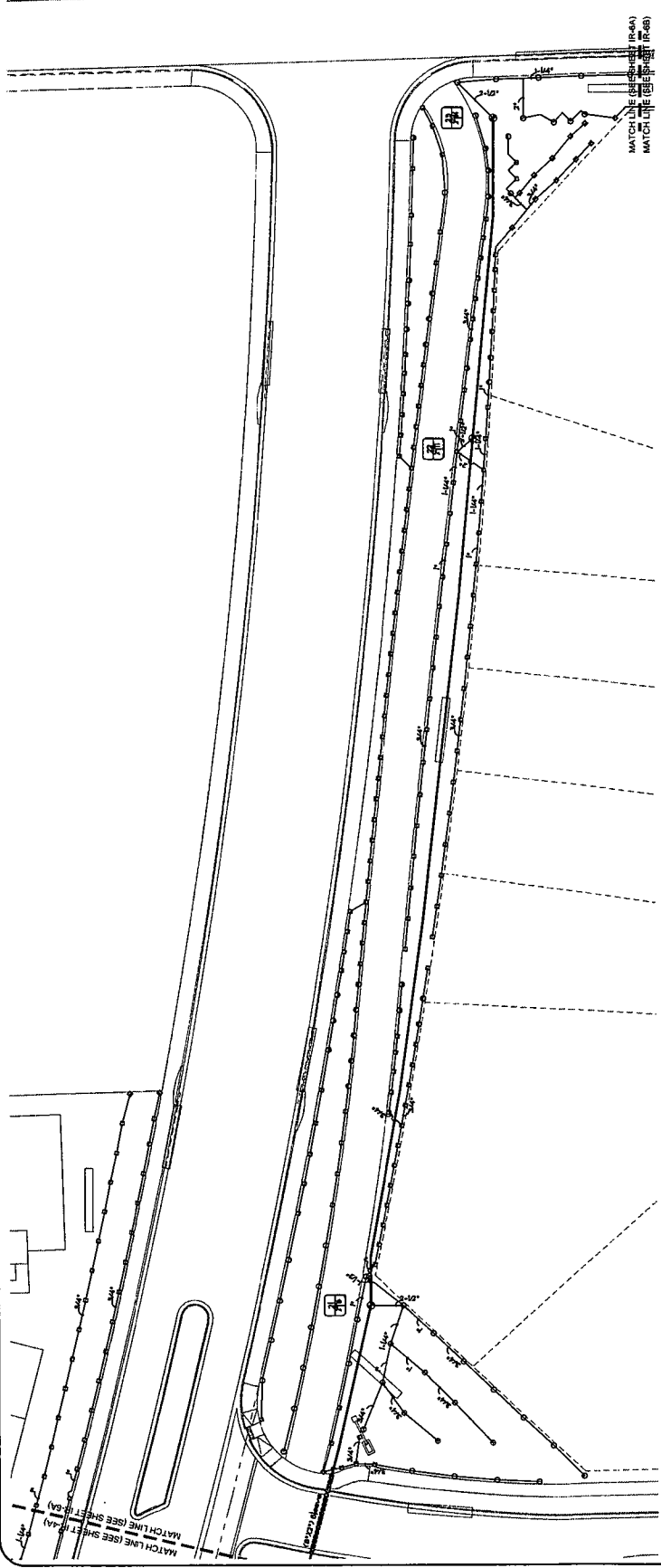
8/04/15
M. J. [Signature]
 L. J. [Signature]

MEDIAN IRRIGATION PLAN

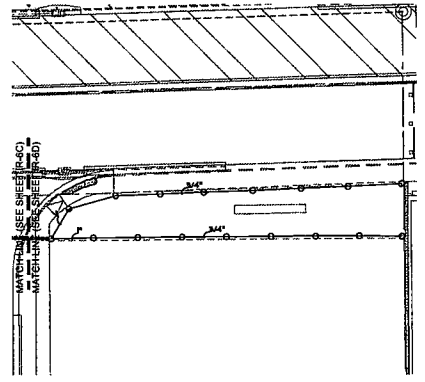
GRAND BAY SOUTH
 LENNAR
 DORAL, FLORIDA

DIXIE
 LANDSCAPE
 13990 N.W. 14th Ct.
 Miami, FL 33178
 P. 305-884-5700 F. 305-884-8843

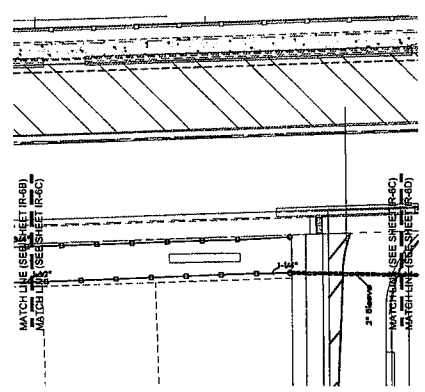
Date: 07/17/2016
 Scale: 1"=20'-0"
 Drawn: ERI
 Check: [Blank]
 Sheet: IR-6
 of 7 Sheets



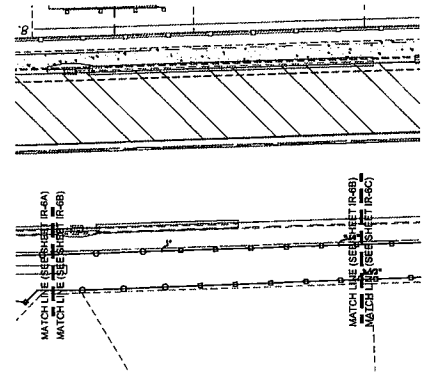
MEDIAN IRRIGATION PLAN (IR-6A)
 Scale: 1"=20'-0"



MEDIAN IRRIGATION PLAN (IR-6D)
 Scale: 1"=20'-0"



MEDIAN IRRIGATION PLAN (IR-6C)
 Scale: 1"=20'-0"



MEDIAN IRRIGATION PLAN (IR-6B)
 Scale: 1"=20'-0"

ACKNOWLEDGEMENT AND CONSENT TO MAINTENANCE COVENANT

The undersigned, Grand Bay at Doral Community Development District, does hereby acknowledge and consent to the terms of the Covenant are and shall be binding upon the undersigned and its successors in title in the event it takes title to the Roadways.

NOW THEREFORE, Grand Bay at Doral Community Development District consents to the recordation and terms of the Covenant.

Signed, sealed, executed and acknowledged on this 13TH day of DECEMBER, 2016 in Miami-Dade County, Florida.

Signed, Sealed, Attested and
Delivered in our presence

**GRAND BAY AT DORAL COMMUNITY
DEVELOPMENT DISTRICT**

[Signature]
Witness
Juan Santalla
Witness Printed Name

By: [Signature]
Its Chairperson/Vice-Chairperson
Tenera Baluya
Printed Name

[Signature]
Witness
ZACHARY GRIFFIN
Witness Printed Name

Attest: [Signature]
Secretary/Assistant Secretary
Yadira Mouron
Printed Name

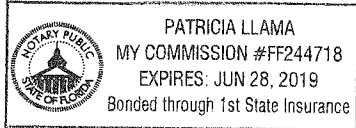
STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY, that on this 13 day of December, A.D. 2016, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared the Chairperson/Vice-Chairperson of the Board of Supervisors of the Grand Bay Community Development District and the Secretary/Assistant Secretary of the Grand Bay Community Development District, each personally known to me, or proven, by producing the following identification: _____, and in whose name the foregoing instrument is executed and that said officer(s) severally acknowledged before me that Tenera Baluya executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official seal in the County and State aforesaid, the day and the year aforesaid.

[Signature]
Notary Signature
Patricia Llana
Printed Name of Notary

NOTARY SEAL/STAMP



Notary Public, State of Florida
My commission expires: June 28, 2019
Commission/Serial No. FF 244718