

Prepared by:

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

**COVENANT FOR BEAUTIFICATION AND SIDEWALK EASEMENT
AND MAINTENANCE AGREEMENT**

THIS COVENANT is dated as of this 7 day of February, 2020, and is made by and between AVALON DORAL, LLC a Delaware limited liability company ("Owner A"), DORAL ATRIUM RETAIL INVESTMENTS, LLC, a Florida limited liability company ("Owner B" and, together with Owner A, the "Owners") and the CITY OF DORAL, a Florida municipal corporation (the "City").

RECITALS

WHEREAS, Owner A is the owner of certain real property located in the City of Doral, Florida, which real property is legally described in Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof ("Parcel A"); and

WHEREAS, Owner B is the owner of certain real property located in the City of Doral, Florida, which real property is legally described in Exhibit "B" attached hereto and by this reference incorporated herein and made a part hereof ("Parcel B" and, together with Parcel A, the "Overall Property"); and

WHEREAS, Owner B desires to construct, install, dedicate, and maintain a non-exclusive public beautification easement ("Beautification Easement") in, upon, over, under, through, along, and across the southern portion of Parcel B along NW 36 Street ("Doral Boulevard"), as identified by the site plan entitled "Atrium at Doral" prepared by Stantec, Inc. (residential), and Beame Architectural Partnership (commercial) dated stamped received October 19, 2017, and consisting of 55 sheets, approved on November 15, 2017 pursuant to Resolution 17-210, as may be amended or modified from time to time, and by this reference incorporated herein and made a part hereof; and

WHEREAS, Owners desire to construct, install, and maintain a sidewalk ("Sidewalk") in, upon, over, under, through, along, and across a portion of the Overall Property along NW 79 Avenue, and by this reference incorporated herein and made a part hereof; and

WHEREAS, the Owner A and Owner B, respectively, desire to grant the City non-exclusive access upon, over, under, through, along, and across the Beautification Easement and Sidewalk (together, the "Premises") for access to, and use of, the Premises by the public for pedestrian, bicycle and other related uses.

NOW, THEREFORE, IN ORDER TO ASSURE the City that the representations made herein by the Owners will be abided by the Owners freely, voluntarily and without duress make the following covenants covering and running with the Premises:

Section 1: Incorporation of Recitals. The foregoing recitals are hereby incorporated into this Covenant as substantive provisions hereof.

Section 2: Grant of Easements.

a. Beautification Easement. Owner B hereby grants, conveys, warrants, and dedicates to the City, its successors and assigns, non-exclusive access to and use of the Beautification Easement along Doral Boulevard by the public for pedestrian, bicycle, and other related uses, subject to the terms and conditions hereinafter set forth, in, upon, over, under, through, along, and across the Beautification Easement, together with all reasonable rights of ingress and egress in, upon, over, through, along, and across the Beautification Easement and any adjoining lands of Owner A necessary for the exercise of the rights herein granted.

b. Sidewalk. Owners hereby grant, convey, warrant, and dedicate to the City, its successors and assigns, non-exclusive access to and use of the Sidewalk along NW 79 Avenue by the public for pedestrian, bicycle, and other related uses, subject to the terms and conditions hereinafter set forth, in, upon, over, under, through, along, and across the Sidewalk, together with all reasonable rights of ingress and egress in, upon, over, through, along, and across the Sidewalk and any adjoining lands of the Owners necessary for the exercise of the rights herein granted.

Section 3: Maintenance.

a. Beautification Easement. Owner B shall make all necessary repairs and replacements to keep the entirety of the Beautification Easement area, in good condition and repair at all times.

b. Sidewalk. The Owners, no later than 30 days after notification of a potential hazard, shall make all necessary repairs and replacements to those portions of the Sidewalk, within their respective parcels, to keep the entirety of the Sidewalk within the Premises, in good condition and repair at all times. Specifically, Owner A shall make all necessary repairs and replacements to those portions of the Sidewalk within Parcel A and Owner B shall make all necessary repairs and replacements to those portions of the Sidewalk within Parcel B. The respective Owner shall secure the affected area during pendency of a repair and shall provide temporary signage in the immediate area to warn passersby of the hazard.

Section 4: Indemnity. Owners hereby agree to indemnify and hold the City harmless from any and all liability, which may arise by virtue of the Owners permitting pedestrian traffic to traverse that portion of the Premises located within the Overall Property, except to the extent caused by the negligence or willful acts of the City or its employees, contractors and agents. Nothing herein shall waive any part of the City's sovereign immunity.

Section 5: Reservation of Rights. Owners hereby reserves the right to use the Premises in any manner that will not prevent or interfere in any way with the exercise by the City or the public of the non-exclusive rights granted hereunder; provided, however, that Owners

shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Premises, nor permit the Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the City. Owners shall have the right to grant other non-exclusive easements over, along, upon, or across the Premises; provided, however, that any such other easements shall be subject and subordinate to this Covenant and the rights granted hereby; and provided further, however, that the City shall have first consented in writing to the terms, nature, and location of any such other easements.

Section 6: Further Assurances. Owners hereby represent and warrant that they shall take all necessary action so that the Premises shall be released from all liens, including but not limited to, the lien of all mortgages, mechanics' lien claims, security agreements, assignments of rents and leases, and shall execute all such documents as may be reasonably necessary to perfect the City's right, title, and interest in the Premises.

Section 7: Covenant Running with the Land. This Covenant shall run with the lands described herein, and shall be binding upon the Owners and City and shall inure to and be for the benefit of the Owners and City and their respective successors and assigns. The provisions of this instrument shall become effective upon their recordation in the Public Records of Miami-Dade County, Florida, and, subject to the provisions of Section 9, shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless terminated in writing as provided for herein.

Section 8: Notices. All notices and other communications in connection with this Covenant shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person and receipted for on a business day at the address set forth below: (b) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (c) when delivered to the address listed below by any courier service; (d) on the date of transmission, if transmitted by telecopier at the telecopier number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below:

If to OWNER A:	AVALON DORAL, LLC 671 N. Glebe Rd., Suite 800 Arlington, VA 22203
If to OWNER B:	DORAL ATRIUM RETAIL INVESTMENTS, LLC 2665 South Bayshore Drive, Suite 1020 Coconut Grove, FL 33133
and a copy to:	Tracy R. Slavens, Esq. Holland & Knight, LLP 701 Brickell Avenue, Suite 3300 Miami, FL 33131

If to CITY:

City of Doral
Office of the City Attorney
8401 NW 53rd Terrace
Doral, FL 33166

By notice complying with the requirements of this Section, each party shall have the right to change the addressee, the address of the addressee, or both for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Section 9: Amendment. This Covenant may be modified, amended, or annulled independently by each Owner, as it pertains to that Owner's portion of the Premises only, and by the written agreement of the City.

[Signature Pages Follow]

EXHIBIT A**LEGAL DESCRIPTION OF PARCEL A**

TRACT "A":

A PORTION OF TRACTS 15 AND 16 OF "FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1", IN SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE RUN N 89°58'38"W ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27 FOR 33.02 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NW 79 AVENUE; THENCE RUN S 01°44'43" E ALONG THE WEST RIGHT OF WAY LINE OF NW 79 AVENUE FOR 40.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF A CANAL AS PER OFFICIAL RECORD BOOK 7067, PAGE 553, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE S 01°44'43" E ALONG THE WEST RIGHT OF WAY LINE OF NW 79 AVENUE FOR A DISTANCE OF 352.95 FEET TO A POINT; THENCE S 88°15'17" W A DISTANCE OF 51.73 FEET TO A POINT; THENCE S 84°42'52" W A DISTANCE OF 130.92 FEET TO A POINT; THENCE S 88°15'17" W A DISTANCE OF 298.36 FEET TO A POINT; THENCE N 01°44'43" W A DISTANCE OF 222.19 FEET TO A POINT; THENCE S 88°15'17" W A DISTANCE OF 148.05 FEET TO A POINT ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 16 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; THENCE N 01°43'54" W ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 16 A DISTANCE OF 158.25 FEET TO A POINT ALONG THE SOUTH LINE OF THE AFORESAID 40' CANAL RIGHT OF WAY AS PER OFFICIAL RECORD BOOK 7067, PAGE 553 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S 89°58'38" E ALONG THE SAID SOUTH LINE OF SAID 40' CANAL RIGHT OF WAY FOR A DISTANCE OF 629.07 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**LEGAL DESCRIPTION OF PARCEL B**

TRACT "B":

A PORTION OF TRACTS 14, 15 AND 16 OF "FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1", IN SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE RUN N 89°58'38" W ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27 FOR 33.02 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NW 79TH AVENUE; THENCE RUN S 01°44'43"E ALONG THE WEST RIGHT OF WAY LINE OF NW 79TH AVENUE FOR 392.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE S 88°15'17" W A DISTANCE OF 51.73' TO A POINT; THENCE S 84°42'52" W A DISTANCE OF 130.92' TO A POINT; THENCE S 88°15'17" W A DISTANCE OF 298.36 FEET TO A POINT; THENCE N 01°44'43" W A DISTANCE OF 222.19 FEET TO A POINT; THENCE S 88°15'17" W A DISTANCE OF 148.05 FEET TO A POINT ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 16 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; THENCE S 01°43'54" E ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT'S 16 AND 15 FOR A DISTANCE OF 439.07 FEET TO A POINT ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF NW 36 STREET EXTENSION; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIAL BEARING OF N 12°56'43" E, WITH AN ARC LENGTH OF 40.24 FEET, WITH A RADIUS OF 1200.92 FEET, WITH A DELTA ANGLE OF 01°55'12" TO A POINT; THENCE S 74°25'35" E ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF NW 36 STREET EXTENSION A DISTANCE OF 40.95 FEET TO A POINT; THENCE CONTINUE S 74°25'53"E ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF NW 36 STREET EXTENSION FOR DISTANCE OF 293.30 FEET TO A POINT OF CURVATURE; THENCE RUN ALONG A TANGENT CURVE TURNING TO THE LEFT, ALSO BEING THE NORTHEASTERLY RIGHT OF WAY LINE OF NW 36 STREET EXTENSION, HAVING A RADIUS OF 1090.92 FEET, THROUGH A DELTA ANGLE OF 14°23'57", FOR AN ARC DISTANCE OF 274.16 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF NW 79 AVENUE; THENCE N 01°44'43" W ALONG THE WEST RIGHT OF WAY LINE OF NW 79

AVENUE FOR A DISTANCE OF 118.50 FEET TO A POINT; THENCE CONTINUE S 89°59'30" E ALONG THE WEST RIGHT OF WAY LINE OF NW 79 AVENUE FOR A DISTANCE OF 2.00 FEET TO A POINT; THENCE CONTINUE N 01°44'43" W ALONG THE WEST RIGHT OF WAY LINE OF NW 79 AVENUE FOR A DISTANCE OF 265.35 FEET TO THE POINT OF BEGINNING.