

**This Instrument Prepared by
and after recording return to:**

Joseph Goldstein, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

Folio No.: 35-3022-032-0090

(Space Above this Line for Recorder's Use)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made as of this 22 day of May 2017, by and between **DOWNTOWN DORAL COMMUNITY DEVELOPMENT DISTRICT**, an independent local unit of special purpose government created and established under Chapter 190, Florida Statutes, having an address at 5385 N. Nob Hill Road Sunrise, FL 33351 ("Grantor") and the **CITY OF DORAL, FLORIDA**, a municipal corporation existing under the laws of the State of Florida, having an address at 8300 N.W. 53rd Street, Suite 200, Doral, Florida 33166 ("Grantee").

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to the Grantee, its successors and assigns forever, all that certain real property situate in the County of Miami-Dade and State of Florida described as follows (the "Property"):

Lot 2 of Block 3 of that certain Downtown Doral Northwest Plat recorded June 12, 2012 under Plat Book 169, Page 34 in the Public Records of Miami-Dade County, Florida.

THIS CONVEYANCE IS MADE SUBJECT TO (collectively, the "Permitted Encumbrances"):

1. Real Estate Taxes for the year 2017 and subsequent years; and
2. Covenants, conditions, restrictions, easements and other matters of record without hereby reimposing same.

AND FURTHER SUBJECT TO the following restrictions on the Property, which restrictions shall constitute covenants running with the land and shall be binding upon Grantee's successors and assigns (collectively, the "Restrictive Covenants"):

- A. the Property shall only be used for public, generally passive, park purposes;

- B. the Property shall be named and incorporated within the adjacent "Downtown Doral Park," and subject to all restrictions pertaining thereto as provided in the Downtown Doral Roadway Improvement and Public Park Area Improvement and Maintenance Agreement dated June 7, 2012, as amended from time to time;
- C. the Property may be developed with and used as a cultural arts facility of a size no greater than 12,500 square feet of building area ("Cultural Arts Facility"), which may be used for the presentation of visual, audio and performing arts, which shall no event (i) be disruptive to the peace and quiet of the property owners or residents (each such owner or resident being a "Resident") of any portion of the real property affected by that certain Master Development Agreement recorded at Official Records Book 26047 at Page 2423 of the public records of Miami-Dade County, Florida, as amended by that certain First Amendment to Master Development Agreement recorded at Official Records Book 28099 at Page 1 of the Public Records, as same may be further amended from time to time (the "Public Records"); or (ii) unreasonably interferes with the Residents' enjoyment of the Property; and
- D. Grantor and CM Doral Development Company LLC, their successors or assigns shall be entitled to enforce any of the Restrictive Covenants listed in the immediately preceding clauses A, B and/or C either in law or in equity but in no event shall said Restrictive Covenants or the aforesaid enforcement rights be deemed to create any reversionary right in favor of Grantor or CM Doral Development Company, LLC.

TO HAVE AND TO HOLD, subject to the Permitted Encumbrances and the Restrictive Covenants, the Property in fee simple forever, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, and, subject to the Permitted Encumbrances and the Restrictive Covenants, Grantor hereby agrees to WARRANT AND FOREVER DEFEND title to the Property unto Grantee, its successors and assigns, against the claims of every person whomsoever lawfully claiming by, through or under Grantor but not otherwise.

[Signature on following page]

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on the day and year first above written on its behalf by its duly authorized officer.

SIGNED AND SEALED IN THE PRESENCE OF:

GRANTOR:

DOWNTOWN DORAL COMMUNITY DEVELOPMENT DISTRICT

Alycia
Print Name: Andres Morales
L. Viera
Print Name: Lissette Viera

By: MJ Lh
Name: Mike Levak
Title: Chairman

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

The foregoing instrument was acknowledged before me this 22 day of MAY, 2017 by Mike Levak. She/He is personally known to me or produced _____ as identification.

L. Viera
NOTARY PUBLIC, State of Florida
Print Name: Lissette Viera
Commission No. FF026944

My Commission Expires: 6.12.17

