

This instrument was prepared by:

Name: James R. Williams Jr., Esq.
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3300
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, KELLY TRACTOR CO, a Florida for profit corporation (the "Owner"), holds the fee simple title to that certain parcel of land, which is legally described in Exhibit "A" to this Declaration (hereinafter the "Property");

WHEREAS, the Owner has filed an application with the City of Doral Planning and Zoning Department, which application is currently pending under Public Hearing No. 2020-06 (the "Application") for the purpose of seeking the rezoning of the Property from "General Use District" (GU) to "Industrial District" (I).

NOW, THEREFORE, in order to assure the City of Doral (the "City") that the representations made by the Owner during its consideration of the Application will be abided by, the Owner freely, voluntarily, and without duress, hereby makes the following Declaration of Restrictions (the "Declaration") covering and running with the Property:

1. **Use Restrictions**. Notwithstanding the uses permitted in the "Industrial District" (I), the following uses, as defined in Section 53-5 of the City Code, shall not be allowed on the Property:
 - a. heavy manufacturing uses;
 - b. adult entertainment uses; and

c. the outdoor assembly and storage of products (except for the storage of earth moving and farm vehicles and equipment and subject to the requirements of Section 74-60).

2. **Donation of Existing Trees to the City.** No later than thirty (30) days following the later of (i) the issuance of all necessary environmental permits, including the dredge and fill permit from the US Army Corps of Engineers, for the development of the Property, or (ii) the Effective Date hereof (as defined below), the Owner shall provide the City Manager a current inventory of the trees located on the Property that are available to be donated to the City. The inventory shall contain the type and number of trees and the approximate size of each tree. Within thirty (30) days following receipt of the inventory from the Owner, the City Manager shall notify the Owner whether the City is interested in accepting the donation and should identify the specific trees it desires to obtain. All of the trees shall be made available to the City at no cost to the City but the City shall be responsible for the cost of preparing the trees for transportation, including root pruning of the trees, and for the cost of the removal, transportation and replanting of the trees. As an additional consideration, the Owner agrees to either take all necessary steps to prepare fifty (50) of the trees selected by the City for transportation or to contribute the cost of such preparation to the City. The Owner and the City will agree to a schedule for the removal of the trees, which shall provide for the removal of all the trees requested by the City from the Property by no later than the commencement of the clearing of the Property for development.

3. **Miscellaneous.**

a. **City Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to

determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

b. Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded by the Owner promptly after the Effective Date, at the Owner's expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, its heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of public welfare.

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

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

modification, amendment or release, which modification, amendment or release shall be recorded at the Owner's expense.

e. Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

f. Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

g. Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

h. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Owner agrees that Miami-Dade County, Florida is the appropriate venue in connection with any litigation with respect to this Covenant.

i. Recording. This Declaration shall be filed of record in the Public Records of Miami-Dade County, Florida, by and at the cost of the Owner, following the adoption by the City Council of the City of Doral of an ordinance approving the Application and the expiration of the appeal period on the approving ordinance (the "Effective Date").

[Signature Pages Follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 21 day of

August, 2020.

WITNESSES:

KELLY TRACTOR CO,
a Florida for profit corporation

Katharine Kelly
Signature

Katharine Kelly
Print Name

[Signature]
Signature

FLAVIO DEL PINO
Print Name

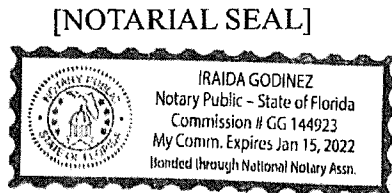
By: [Signature]

Christopher Kelly, COO
Print Name/Title

Address: 8255 NW 58 ST
MIAMI, FL 33166

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of AUGUST, 2020, by Christopher L. Kelly on behalf of Kelly Tractor Co, (who is personally known to me) or has produced _____ as identification, and acknowledged that they did execute this instrument freely and voluntarily for the purposes stated herein.



[Signature]
Print Name: IRAIDA GODINEZ
Notary Public, State of Florida
Commission #: GG 144923
My Commission Expires: 1-15-2022

Exhibit "A"
Legal Description

Parcel 1:

Tract 49, less the North 35 feet and East 40 feet for right-of-way, in Section 17, Township 53 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami Dade County, Florida. And Less, the external area formed by a 25.00 foot radius arc concave to the Southwest, tangent to the South line of the North 35.00 feet of the SE 1/4 of Said Section 17, and tangent to the West line of the East 40.00 feet of the SE 1/4 of said Section 17.

Parcel 2:

Tract 50, less the East 40 feet for right-of-way, in Section 17, Township 53 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami Dade County, Florida.

CITY OF DORAL**OPINION OF TITLE**

To: The City of Doral, a political subdivision of the State of Florida:

With the understanding that this Opinion of Title is furnished to the CITY OF DORAL, FLORIDA as an inducement for acceptance of a Declaration of Restrictions (the "Declaration") attached hereto and made a part hereof as Exhibit "A", covering the real property described therein (the "Property") and more particularly described on Exhibit "B" attached hereto and made a part hereof, it is certified that we have examined that certain ALTA Commitment for Title Insurance prepared by First American Title Insurance Company (the "Commitment") with a Commitment Date of July 31, 2020 at 8:00 AM (the "Effective Date"), a copy of which is attached hereto and made a part hereof as Exhibit "C", for the Property. Based solely upon on the attached Commitment (and with respect to item (ii) below, the documents set forth on Exhibit "D"), without independent investigation, we are of the opinion that on the Effective Date:

- (i) fee simple title to the Property was vested in Kelly Tractor Co, a Florida corporation (the "Owner");
- (ii) Based solely upon the documents attached hereto and made a part hereof as Exhibit "D", without independent investigation, we are of the opinion that Christopher Kelly, is authorized to sign the Declaration, in his capacity as Chief Operating Officer on behalf of the Owner.
- (iii) the Property is subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:** NONE

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**
NONE

3. **GENERAL EXCEPTIONS:**

- a) Taxes and assessments for the year 2020 and subsequent years.
- b) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Property that would be disclosed by an accurate and complete land survey of the Property.
- c) Any rights, interests, or claims of parties in possession of the land not shown by the public records.
- d) Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
- e) Taxes or assessments (including, without limitation, any outstanding assessments in favor of Miami-Dade County, Florida, any special taxing district and any municipality), which are not shown as existing liens in the public records.

- f) Any unrecorded encumbrances upon the Property other than as may be set forth in the Commitment or any matters excepted from the Commitment.
 - g) Any lien provided for by County Ordinance or Florida Statutes (including, without limitation, Chapter 159, Florida Statutes) in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer, waste or gas system supplying the Property or service facilities.
 - h) Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Property, and any adverse claim to all or part of the Property that is, or was previously under water.
 - i) Any minerals or mineral rights leased, granted or retained by current or prior owners.
4. **SPECIAL EXCEPTIONS:** NONE

[Execution appears on the following page.]

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

Respectfully submitted this 21 day of August, 2020.

Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
200 East Las Olas Boulevard, Penthouse A
Fort Lauderdale, Florida 33301

By: W.B.M.
William B. Mason
Florida Bar No. 75919
Telephone: (954) 462-9581

State of Florida
County of Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 21 day of August, 2020 by William B. Mason, who is personally known to me.



Dawn Ann Fontana
Notary Public, State of Florida
Print Name: Dawn Ann Fontana

Exhibit "A"
[DECLARATION]

EXHIBIT "A"
LEGAL DESCRIPTION

FOLIO: 35-3017-001-0490 & 35-3017-001-0500

Parcel 1:

Tract 49, less the North 35 feet and East 40 feet for right-of-way, in Section 17, Township 53 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami Dade County, Florida; and less, the external area formed by a 25.00 foot radius arc concave to the Southwest, tangent to the South line of the North 35.00 feet of the SE 1/4 of Said Section 17, and tangent to the West line of the East 40.00 feet of the SE 1/4 of said Section 17.

Parcel 2:

Tract 50, less the East 40 feet for right-of-way, in Section 17, Township 53 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami Dade County, Florida.

EXHIBIT A

Exhibit "B"

[PROPERTY]

Parcel 1:


Tract 49, less the North 35 feet and East 40 feet for right-of-way, in Section 17, Township 53 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami Dade County, Florida. And Less, the external area formed by a 25.00 foot radius arc concave to the Southwest, tangent to the South line of the North 35.00 feet of the SE 1/4 of Said Section 17, and tangent to the West line of the East 40.00 feet of the SE 1/4 of said Section 17.

Parcel 2:

Tract 50, less the East 40 feet for right-of-way, in Section 17, Township 53 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami Dade County, Florida.

Exhibit "C"

COMMITMENT

 <p>First American</p> <p>Commitment</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>File No: 1062-4433616</p>
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AMERICAN LAND TITLE ASSOCIATION COMMITMENT FOR TITLE INSURANCE

Issued By
First American Title Insurance Company

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

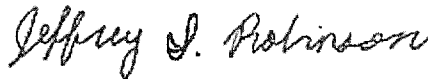
If all of the Schedule B, Part I-Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through:
Stearns, Weaver, Miller, Weissler, Alhadeff &
Sitterson, P.A.

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

EXHIBIT C

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Form 5030012 (5-16-17)	Page 1 of 11	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements;
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

EXHIBIT C

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

EXHIBIT C

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Form 5030012 (5-16-17)	Page 3 of 11	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No:1062-4433616

Transaction Identification Data for reference only:

Issuing Agent: Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson, P.A. Issuing Office:

Issuing Office's ALTA® Registry ID:

Loan ID Number:

Commitment Number:

Issuing Office File Number: 05323.0048

Property Address: , , FL

Revision Number: E (08-21-20)

SCHEDULE A

1. Commitment Date: **July 31, 2020 @ 8:00 AM**
2. Policy to be issued:
 - (a) 2006 ALTA® Owner's Policy
Proposed Insured: Butters Acquisitions, LLC, a Florida limited liability company
Proposed Policy Amount: \$21,500,000.00
 - (b) 2006 ALTA® Loan Policy
Proposed Insured:
Proposed Policy Amount: \$ 0.00
 - (c) ALTA ® Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple
4. The Title is, at the Commitment Date, vested in: Kelly Tractor Co., a Florida corporation
5. The Land is described as follows:
See Exhibit "A" attached hereto and made a part hereof

Stearns, Weaver, Miller, Weissler, Alhadeff & Sitterson, P.A.


By: _____
Authorized Signatory

EXHIBIT C

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 <p>First American</p> <p>Schedule BI</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>File No: 1062-4433616</p>
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Issuing Office File Number: 05323.0048

SCHEDULE B-I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. Warranty Deed conveying the land from Kelly Tractor Co., a Florida corporation , to Butters Acquisitions, LLC, a Florida limited liability company . In connection with said deed, we will further require: 1) Certified copy of a Board of Directors resolution setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing documents on behalf of the corporation; 2) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation; 3) The corporation must have been formed prior to, the date the corporation acquired title to the land; 4) Certificate from the Secretary of State of the state of origin of said corporation's current good standing; 5) If the property constitutes all or substantially all of the corporation's assets and the sale is not in the usual and regular course of the corporation's business, the Company shall further require shareholder approval for the transaction obtained in compliance with the State's statutory requirements; and 6) The Company reserves the right to amend the commitment, including but limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.
5. An Affidavit in form acceptable to First American Title Insurance Company and executed by or on behalf of the current record owner(s) of the subject property stating:
 - (a) that there are no parties in possession of the subject property other than said current record owner(s);
 - (b) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and
 - (c) there are no unrecorded assessments which are due and payable and all sewer and water bills are

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EXHIBIT C

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paid through the date of this Affidavit; and

(d) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to First American Title Insurance, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

Said Affidavit must contain the legal description of the captioned property.

6. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.
7. Furnish Company a Survey prepared by a Florida registered land surveyor; dated no more than 90 days prior to closing date of subject transaction; certified to the proposed insured(s), First American Title Insurance Company and all other parties in interest; and, meeting the Florida Minimum Technical Standards for all land surveys. Upon receipt and review of such survey, the Company reserves the right to make such additional requirements and/or to modify the legal description set forth on Schedule A as it may deem necessary.
8. **INTENTIONALLY DELETED**
9. Note: The following is for informational purposes only and is given without assurance or guarantee: 2019 taxes show PAID. The gross amount is \$387.13 for Tax Identification No. 35-3017-001-0490.
10. Note: The following is for informational purposes only and is given without assurance or guarantee: 2019 taxes show PAID. The gross amount is \$416.67 for Tax Identification No. 35-3017-001-0500.


NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

EXHIBIT C

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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 <p>First American</p> <p>Schedule BII</p>	<p>ALTA Commitment for Title Insurance</p> <p>ISSUED BY</p> <p>First American Title Insurance Company</p> <p>File No: 1062-4433616</p>
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SCHEDULE B-II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
6. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

8. Taxes and assessments for the year **2020** and subsequent years, which are not yet due and payable.

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Form 5030012 (5-16-17)	Page 7 of 11	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

Note: All of the recording information contained herein refers to the Public Records of MIAMI-DADE County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Searched by: Keith Hendrix/Sr. Commercial Examiner/Underwriter - - KHendrix@firstam.com

EXHIBIT C

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Form 5030012 (5-16-17)	Page 8 of 11	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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First American

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707 (claims.nic@firstam.com).

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. PST Monday through Friday.

EXHIBIT C

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Form 5030012 (5-16-17)	Page 9 of 11	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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First American

First American Title Insurance Company
13450 West Sunrise Blvd., Suite 300
Sunrise, FL 33323
Phn - (954)839-2900
Fax - (888)596-5085

08/14/2019

Re: File #1062-4433616
Property Address: , , FL

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:

To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.


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Form 5030012 (5-16-17)	Page 10 of 11	ALTA Commitment for Title Insurance (8-1-16) with Florida Modifications Florida
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 Exhibit A	First American	ISSUED BY First American Title Insurance Company File No: 1062-4433616
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Issuing Office File Number: 05323.0048

The land referred to herein below is situated in the County of MIAMI-DADE, State of Florida, and described as follows:

Parcel 1:

Tract 49, less the North 35 feet and East 40 feet for right-of-way, in Section 17, Township 53 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami Dade County, Florida. And Less, the external area formed by a 25.00 foot radius arc concave to the Southwest, tangent to the South line of the North 35.00 feet of the SE 1/4 of Said Section 17, and tangent to the West line of the East 40.00 feet of the SE 1/4 of said Section 17.

Parcel 2:

Tract 50, less the East 40 feet for right-of-way, in Section 17, Township 53 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami Dade County, Florida.

EXHIBIT C

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Exhibit "D"

ENTITY DOCUMENTS

KELLY TRACTOR CO
a Florida corporation

ACTION BY WRITTEN CONSENT
OF THE BOARD OF DIRECTORS

Dated: As of August 20, 2020

The undersigned, being all the directors constituting the board of directors (the "**Board of Directors**") of Kelly Tractor Co, a Florida corporation (the "**Company**"), having given due and proper consideration as necessary or appropriate to evaluate and determine the actions described below, do hereby consent to the taking of the following actions and the adoption of the following resolutions without a meeting in accordance with the bylaws of the Company, the Florida Business Corporation Act and all other applicable law, and do hereby agree that such actions and resolutions shall have the same force and effect as though taken and adopted at duly called and legally held meeting of the Board of Directors of the Company:

WHEREAS, the Company and B9 NW 97th Avenue Owner LLC, a Delaware limited liability company ("**Purchaser**") are parties to that certain Purchase and Sale Agreement, dated December 19, 2019, entered into between the Company and Butters Acquisitions, LLC, a Florida limited liability company ("**Original Purchaser**"), as amended by that certain First Amendment to certain Purchase and Sale Agreement, dated January 30, 2020, between the Company and Original Purchaser, as assigned from Original Purchaser to Purchaser pursuant to that certain Assignment and Assumption Agreement, dated February 7, 2020, between Original Purchaser and Purchaser (collectively, the "**Sale Contract**"), pursuant to which the Company has agreed to sell and transfer to Purchaser, and Purchaser has agreed to purchase and assume from the Company, the real property located at the southwest corner of NW 97th Avenue and NW 66th Street located in the City of Doral, Florida, as more specifically described at **Exhibit A** attached hereto (the "**Property**");

WHEREAS, in connection with Purchaser's Developmental Approval (as defined under the Sale Contract) for the Purchaser's Project (as defined under the Sale Contract) and Purchaser's rezoning of the Property from "General Use District" (GU) to "Industrial District" (I), the City of Doral (the "**City**") has requested that the Company enter into that certain Declaration of Restrictions, substantially in the form attached hereto as **Exhibit B** and made a part hereof (the "**Restrictive Declaration**");

WHEREAS, the Board of Directors deems it in the best interest of the Company in connection with the sale of the Property to Purchaser that the Company authorize the execution of the Restrictive Declaration and delivery of same to the City;

and

NOW, THEREFORE, BE IT

RESOLVED, that the Restrictive Declaration and all other actions previously taken by the Company in connection with the Restrictive Declaration are hereby approved, adopted and ratified in all respects; and be it further

RESOLVED, that Christopher L. Kelly as the Chief Operating Officer of the Company (the "**Authorized Officer**") be, and hereby is, authorized and directed, in the name and on behalf of the Company, to execute and deliver the Restrictive Declaration with such changes therein or additions thereto as the Authorized Officer, upon the advice of counsel, shall approve, such approval to be conclusively established by such Authorized Officer's execution and delivery thereof; and be it further

RESOLVED, that in addition to and without limiting the generality of the foregoing, the Authorized Officer be, and hereby is, authorized and directed, in the name and on behalf of the Company, to execute and deliver the Restrictive Declaration to the City and any other instruments necessary or appropriate in order to carry out the transactions contemplated thereby and to carry out the foregoing resolutions.

RESOLVED, that all actions previously taken by, or at the direction of, any Authorized Officer in connection with any of the matters contemplated by the foregoing resolutions are hereby approved, adopted and ratified in all respects as if such actions had been presented to the Board of Directors of the Company for their approval prior to such actions being taken; and be it further

RESOLVED, that this Written Consent may be executed and delivered in counterparts and by facsimile, email (e.g., .pdf) or other electronic means and, upon such delivery, each counterpart delivered by facsimile, email (e.g., .pdf) or other electronic signature will be deemed to have the same effect as if the original signature had been delivered.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

**It WILL BE AS Y HEREOF, the und signed have en h executed this Action By Written
consent of the Board of Directors, as of the day and year first above written, to adapt and take
the foregoing actions.**

BOARD OF DIRECTORS:



Lloyd Patrick Kelly

Katherine L. Kelly

Donald Kelly


Nishna Vartanian

Nicolas D. Kelly

IN WITNESS WHEREOF, the undersigned have each executed this Action By Written Consent of the Board of Directors, as of the day and year first above written, to adopt and take the foregoing actions.

BOARD OF DIRECTORS:

Loyd Patrick Kelly



Katherine L. Kelly

Donald Kelly

Nishan Vartanian

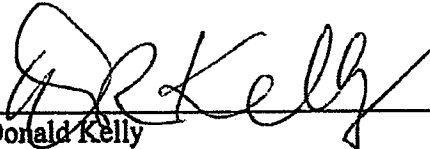
Nicolas D. Kelly

IN WITNESS WHEREOF, the undersigned have each executed this Action By Written Consent of the Board of Directors, as of the day and year first above written, to adopt and take the foregoing actions.

BOARD OF DIRECTORS:

Loyd Patrick Kelly

Katherine L. Kelly



Donald Kelly

Nishan Vartanian

Nicolas D. Kelly

IN WITNESS WHEREOF, the undersigned have each executed this Action By Written Consent of the Board of Directors, as of the day and year first above written, to adopt and take the foregoing actions.

BOARD OF DIRECTORS:

Loyd Patrick Kelly

Katherine L. Kelly

Donald Kelly



Nishan Vartanian

Nicolas D. Kelly

IN WITNESS WHEREOF, the undersigned have each executed this Action By Written Consent of the Board of Directors, as of the day and year first above written, to adopt and take the foregoing actions.

BOARD OF DIRECTORS:

Loyd Patrick Kelly

Katherine L. Kelly

Donald Kelly

Nishan Vartanian

Nicolas D. Kelly

Nicolas D. Kelly
Nicholas D. Kelly

EXHIBIT A

Legal Description

Parcel 1:

Tract 49 in Section 17, Township 53 South, Range 40 East, of the Florida Fruit Lands company's Subdivision No. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

Less the East 40 feet for right-of-way; less the North 35 feet; and less the external area formed by a 25.00 foot radius arc concave to the Southwest, tangent to the South line of the North 35.00 feet of the SE 1/4 of said Section 17, and tangent to the West line of the East 40.00 feet of the SE 1/4 of said Section 17.

Parcel 2:

Tract 50, less the East 40 feet for right-of-way, in Section 17, Township 53 South, Range 40 East, of Florida Fruit Lands Company's Subdivision No. 1, according to the plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami Dade County, Florida.

EXHIBIT B

Form of Restrictive Declaration

This instrument was prepared by:

Name: James R. Williams Jr., Esq.
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3300
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, KELLY TRACTOR CO, a Florida for profit corporation (the "Owner"), holds the fee simple title to that certain parcel of land, which is legally described in Exhibit "A" to this Declaration (hereinafter the "Property");

WHEREAS, the Owner has filed an application with the City of Doral Planning and Zoning Department, which application is currently pending under Public Hearing No. 2020-06 (the "Application") for the purpose of seeking the rezoning of the Property from "General Use District" (GU) to "Industrial District" (I).

NOW, THEREFORE, in order to assure the City of Doral (the "City") that the representations made by the Owner during its consideration of the Application will be abided by, the Owner freely, voluntarily, and without duress, hereby makes the following Declaration of Restrictions (the "Declaration") covering and running with the Property:

1. **Use Restrictions.** Notwithstanding the uses permitted in the “Industrial District” (I), the following uses, as defined in Section 53-5 of the City Code, shall not be allowed on the Property:

- a. heavy manufacturing uses;
- b. adult entertainment uses; and
- c. the outdoor assembly and storage of products (except for the storage of earth moving and farm vehicles and equipment and subject to the requirements of Section 74-60).

2. **Donation of Existing Trees to the City.** No later than thirty (30) days following the later of (i) issuance of all necessary environmental permits, including the dredge and fill permit from the US Army Corps of Engineers, for the development of the Property, or (ii) the Effective Date hereof (as defined below), the Owner shall provide the City Manager a current inventory of the trees located on the Property that are available to be donated to the City. The inventory shall contain the type and number of trees and the approximate size of each tree. Within thirty (30) days following receipt of the inventory from the Owner, the City Manager shall notify the Owner whether the City is interested in accepting the donation and should identify the specific trees it desires to obtain. All of the trees shall be made available to the City at no cost to the City but the City shall be responsible for the cost of preparing the trees for transportation, including root pruning of the trees, and for the cost of the removal, transportation and replanting of the trees. As an additional consideration, the Owner agrees to either take all necessary steps to prepare fifty (50) of the trees selected by the City for transportation or to contribute the cost of such preparation to the City. The Owner and the City will agree to a schedule for the removal of the trees, which shall provide for the removal of all the trees requested by the City from the Property by no later than the commencement of the clearing of the Property for development.

3. Miscellaneous.

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

b. Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded by the Owner promptly after the Effective Date, at the Owner's expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, its heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of public welfare.

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

d. Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of such portion of the Property that is covered

under such modification, amendment or release, including joinders of all mortgagees, if any, provided that the same is also approved by the City Council pursuant to a public hearing. Should this Declaration of Restrictions be so modified, amended or released, the Director of the City of Doral Planning and Zoning Department, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release, which modification, amendment or release shall be recorded at the Owner's expense.

e. Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

f. Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

g. Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

h. Governing Laws. This Declaration shall be governed and construed in accordance with the laws of the State of Florida. The Owner agrees that Miami-Dade County, Florida is the appropriate venue in connection with any litigation with respect to this Declaration.

i. Recording. This Declaration shall be filed of record in the Public Records of Miami-Dade County, Florida, by and at the cost of the Owner, following the adoption by the City Council of the City of Doral of an ordinance approving the Application and the expiration of the appeal period on the approving ordinance (the "Effective Date").

[Signature Pages Follow]