

This instrument was prepared by:  
David J. Coviello, Esq.  
Shutts & Bowen LLP  
1500 Miami Center  
201 S. Biscayne Blvd.  
Miami, Florida 33131

(Space reserved for Clerk)

### **DECLARATION OF PARKING EASEMENT**

THIS DECLARATION OF PARKING EASEMENT (this "Declaration") is made JANUARY 16, 2015 ("Effective Date"), by THE UNIVISION NETWORK LIMITED PARTNERSHIP, a Delaware limited partnership ("Declarant").

### **RECITALS**

WHEREAS, Declarant is the owner of certain real property lying, being and situated in Miami-Dade County, Florida, more particularly described in Exhibit "A," attached hereto and incorporated by reference herein ("Parcel I"); and

WHEREAS, Declarant is also the owner of certain real property that is adjacent to Parcel I and which is lying, being and situated in Miami-Dade County, Florida, more particularly described in Exhibit "B," attached hereto and incorporated by reference herein ("Parcel II"); and

WHEREAS, Declarant desires to make certain improvements to Parcel II (the "Parcel II Improvements"), and the existing parking available on Parcel II is insufficient to comply with the applicable parking requirements of the City of Doral, once the Parcel II Improvements have been completed; and

WHEREAS, Declarant has agreed to provide for a parking easement over Parcel I in favor of Parcel II on the terms and conditions contained herein.

WHEREAS, there is a shortage of fifty-four (54) parking spaces (the "Shortage") for the proposed uses on Parcel II as depicted in 4305 N.W. 97<sup>th</sup> Avenue, Univision Network Plan, consisting of 5 pages, prepared by Robayna and Associates, Inc., dated October 6, 2014.

NOW, THEREFORE, in consideration of the mutual easements, covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby agrees as follows:

1. **Recitals.** The foregoing recitals are true and correct and hereby incorporated herein by reference.

2. **Easements Over Parcel I for Benefit of Parcel II.**

(A) **Grant of Easement.** Declarant hereby grants, for the use and benefit of the then owner(s) of Parcel II and its or their successors and assigns, and all tenants, subtenants and other occupants of Parcel II from time to time and their respective customers, guests, and

invitees: (i) a perpetual non-exclusive easement for the use of 54 spaces for vehicular parking over, upon and across such spaces or areas as designated by the owner of Parcel I for such parking as they exist from time to time upon Parcel I; and (ii) a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress to and from Parcel II over, across and upon such driveways, access ways or roads, sidewalks and/or walkways as may exist from time to time upon Parcel II. The foregoing easements shall benefit and be appurtenant to Parcel II and shall burden Parcel I.

(B) **Reservation of Rights.** Notwithstanding the grant of easements pursuant to Paragraph 2(A) above, Declarant hereby reserves to the then owner(s) of Parcel I: (a) the right to alter, remove, repair, restore and/or replace from time to time any such parking spaces or areas, driveways, access ways or roads, sidewalks and/or walkways located from time to time on Parcel I, and (b) the full and free right and privilege to use the foregoing easement areas for all purposes not inconsistent with the foregoing easement rights, including, without limitation, the right and privilege to construct, develop, landscape, relocate, remove, reconfigure, reconstruct, change, move, eliminate, modify and maintain from time to time any improvements or structures from time to time located on Parcel II. Parcel I shall not reduce the number of parking spaces below the code requirement for the Parcel I uses plus the "Shortage" in parking spaces on Parcel II unless Parcel II gets a variance on the "Shortage" or finds the parking spaces at another location to park the cars.

(C) **Maintenance.** From and after the time Parcel II is conveyed to a party other than the owner of Parcel I, the then owner(s) of Parcel I shall, at its or their sole cost and expense, maintain and repair the areas covered by the easements described in Paragraph 2(A) above so as to keep same at all times in a safe, slightly, good and functional condition.

3. **Covenant Running with the Land.** This Declaration shall be and constitute a covenant running with the land and shall be recorded in the Public Records of Miami-Dade County, Florida. This Declaration shall remain in full force and effect and shall inure to the benefit of and be binding upon the then owner(s) of Parcel I and Parcel II, and their respective successors and assigns, until such time as this Declaration is released in accordance with the provisions hereof.

4. **Modification; Release.** This Declaration may be modified, amended or released as to the Property, or any portion thereof, if this Declaration is no longer applicable or necessary, pursuant to a written instrument executed by the then owner(s) of all of the Property, with joinders of all mortgagees, if any, provided that the same is also approved in writing by the Director of the City of Doral Department of Planning and Zoning, 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. Upon giving such approval, such individual shall, on behalf of City of Doral, forthwith execute, or cause to be executed, a written instrument effectuating and acknowledging such modification, amendment or release.

5. **Attorneys' Fees.** In the event of any litigation in connection with this Declaration, the prevailing party shall be entitled to recover from the non-prevailing party all court costs and reasonable attorneys' fees and costs (at the trial and all appellate levels) incurred in connection with such litigation.

6. **Governing Law.** This Declaration shall be governed by the laws of the State of Florida.

7. **City Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City of Doral, 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 this Declaration are being complied with.

8. **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 to any other remedies available at law, in equity or both.

9. **Authorization for the City of Doral to Withhold Permits and Inspections.** In the event the terms of this Declaration are not be complied with, in addition to any other remedies available, the City of Doral is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

10. **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.

11. **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. However, if any material portion is invalidated, the City shall be entitled to revoke any approval predicated upon the invalidated portion.

12. **Recording.** This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Declarant. This Declaration shall become effective immediately upon recordation.

13. **Owner.** The Declarant includes the owner, its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 16 day of JANUARY, 2015.

WITNESSES:

Elizabeth Tapia  
Print Name: Elizabeth Tapia

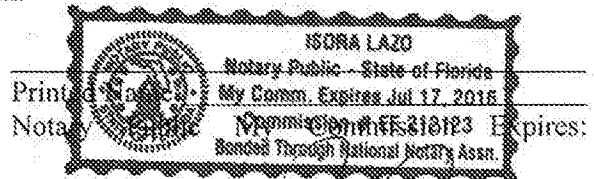
Barbara Diaz  
Print Name: Barbara Diaz

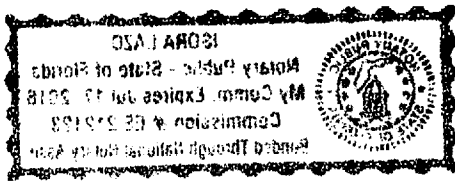
THE UNIVISION NETWORK LIMITED  
PARTNERSHIP, a Delaware limited partnership

By: [Signature]  
Name: Jose Franchi  
Title: Vice President

STATE OF FLORIDA )  
COUNTY OF DADE ) SS

The foregoing instrument was acknowledged before me this 16 day of JANUARY, 2015, by Jose Franchi, as Vice President of THE UNIVISION NETWORK LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the partnership. He/she is personally known to me or who has produced — as identification.





**Exhibit "A"****Parcel I Legal Description****Folio Number 35-3021-001-0391**

Begin at the Southeast corner of North 1/2 of Tract 42 of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION, of Section 21, Township 53 South, Range 40 East according to the Plat of record recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida; thence West 660 feet; thence North 66 feet; thence East 660 feet; thence South 66 feet; To Point of Beginning.

AND

The North 1/2 of Tract 42, less the North 99 feet of the South 165 feet of the West 880 feet, and less the South 66 feet of the North 1/2 of Tract 42, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION; of Section 21, Township 53 South, Range 40 East, according to the Plat of record recorded in Plat Book 2, Page 17, in the County of Dade, State of Florida.

AND

The East 528.14 feet of Tract 41 and the East 528.14 feet of the South 1/2 of Tract 42; FLORIDA FRUIT LAND COMPANY'S SUBDIVISION of Section 21, Township 53 South, Range 40 East, as recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida. Less and except the South 55.00 feet of said Section 21, Township 53 South, Range 40 East for right-of-way purposes

AND

Commence at the Northeast corner of said Tract 42, the following (2) courses being along the Northerly line of said Tract 42: (1) Thence North 88°40'59" West for 440.16 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land (2) Thence continue North 88°40'59" West for 88.13 feet; Thence South 00°01'30" East along a line parallel with the Easterly line of said Tract 42 for 64.02 feet; Thence North 88°40'59" West along a line parallel with and 64.00 feet South of the Northerly line of said Tract 42 for 680.05 feet to a Point on the Easterly road Right-Of-Way line of NW 97th Avenue as described in Official Records Book 12664, Page 2219, of the Public Records of Dade County, Florida; Thence South 00°03'22" East along said Easterly Road Right-of-Way line, said line being parallel with and 112.00 feet East of the Westerly line of said Tract 42, said Westerly line also being the Westerly line of said Section 21 for 35.01 feet; Thence South 88°40'59" East along a line parallel with and 99.00 feet South of the Northerly line of said Tract 42 for 768.22 feet; Thence North 00°03'22" West along a line parallel with and 880.00 feet East of the Westerly line of said Tract 42, said Westerly line also being the Westerly line of said Section 21 for 99.00 feet to the POINT OF BEGINNING.

AND

Begin at Southeast corner of said Tract 43; Thence North 00°01'30" West along the Easterly line of said Tract 43 for 330.07 feet to the Northeast corner thereof; Thence North 88°41'06" West along the Northerly line of said Tract 43 for 244.65 feet; Thence South 00°01'30" East a line parallel with and

244.58 feet West of the Easterly line of said Tract 43 for 330.06 feet; Thence South 88°40'59" East along the Southerly line of said Tract 43 for 244.65 feet to the POINT OF BEGINNING.

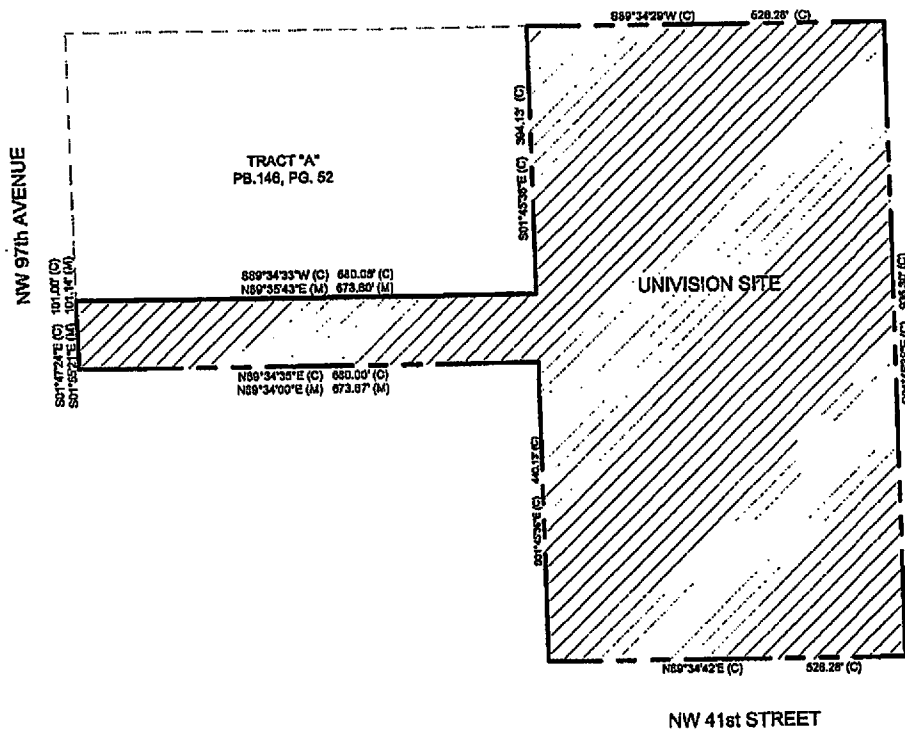
AND

The West 283.56 feet of the East 528.14 feet of Tract 43, Section 21, Township 53 South, Range 40 East, Dade County, Florida, of FLORIDA FRUIT LANDS 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.

**Folio Number 35-3021-001-0411**

The South 66 feet of the North  $\frac{1}{2}$  of Tract 42, FLORIDA FRUIT LANDS COMPANY SUBDIVISION, of Section 21, Township 53 South, Range 40 East, according to the Plat thereof, recorded in Plat Book 2, Page 17, Public Records of Miami-Dade County, Florida, less the East 660 feet thereof, containing one acre more or less.

# SKETCH OF MAIN UNIVISION SITE



**ROBAYNA**  
AND ASSOCIATES INC.  
ENGINEERS - PLANNERS - SURVEYORS  
6723 NW 15th STREET  
MIAMI LAKES, FL 33014  
PH. (305) 823-9310 L.S. # 5004



**Exhibit "B"****Parcel II Legal Description****Folio Number 35-3021-015-0015**

The South 175.21 feet of Tract "A", "GASSER SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 146, Page 52 of the Public Records of Miami-Dade County, Florida. Lying and being in Miami-Dade County, Florida.

