

This instrument was prepared by:

Name: Simon Ferro, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, 35th Floor
Miami, Florida 33131

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner, the Pablo Jose Valdes Florida Irrevocable Trust, by and through its Trustees Niurka Fonte-Esquivel and Lucila Suero, holds the fee simple title to the land in the City of Doral, Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion, and

IN ORDER TO ASSURE the City of Doral (City) that the representations made by the owner during consideration of Public Hearing Nos. 15-06-DOR-01, 15-06-DOR-02 and 15-06-DOR-03 (jointly called the Applications) will be abided, by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) **Density and uses.** Development of the Property shall be limited to no more than 195 multifamily residential units and 11,771 square feet of ancillary uses as permitted under Section 74-146(a) of the City of Doral Land Development Code (Code).
- (2) **Landscape buffer.** As part of the final approved development plan for the Property a 20-foot wide landscape strip shall be installed along the south boundary of the Property. The landscape strip may include a walking/jogging path if adjacent to a body of water.
- (3) **Parking limitations.** As part of the final approved development plan for the Property there shall be no parking within any vehicular drive running along the east to west length of the south boundary of the Property. In the event parking is provided along the north to south length of a vehicular drive it shall be located no closer than 20 feet to the south boundary of the Property.
- (4) **Building heights and setbacks.** As part of the approved development plan for the Property no portion of any residential or mixed use building shall be located closer than 68 feet to the south boundary of the Property. No portion of any residential or mixed use building exceeding a height of two stories or 30 feet shall be located closer than 100 feet from the south boundary of the Property. No portion of any residential or mixed use building on the Property shall exceed a height of 4 stories or 57 feet. In the event the application under Public Hearing No. 15-06-DOR-03, requesting a 10 foot setback variance from the Property's front property line, is not approved or is withdrawn prior to or at a public hearing or is invalidated on appeal, but the applications under Public Hearing Nos. 15-06-DOR-01 and 15-06-DOR-02 are approved and upheld on appeal, the above described setbacks shall be amended as follows: no portion of any residential or mixed use building shall be located closer than 58 feet to the south boundary of the Property

(Public Hearing)

Section-Township-Range: _-_-

Folio number: _-_- - - -

MIA ACTIVE.4351221.1

Declaration of Restrictions

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and no portion of any residential or mixed use building exceeding a height of two stories or 30 feet shall be located closer than 90 feet from the south boundary of the Property.

- (5) **Site plan for development.** The conditions, restrictions and limitations described above shall be reflected in a future site plan for the Property to be submitted by Owner in accordance with Section 53-184 of the Code relating to administrative site plan approval, or under any other applicable Code section.

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.

Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at 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, and their 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 the City and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the City.

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 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.

Modification, Amendment, Release. This Declaration may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the then-owner(s) of the property, including joinders of all mortgagees, if any, provided that the same is also approved by the City Council or any other City board having jurisdiction over such matters at a public hearing.

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.

Authorization for the City to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the City 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.

(Public Hearing)

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Folio number: __-__-__-__

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Declaration of Restrictions

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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.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the City, and inspections made and approval of occupancy given by the City, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

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

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the approval of the Applications. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial of all or any one of the individual Applications, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of all or any one of the individual Applications, and upon written request, the Director of the City's Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect. Notwithstanding anything contained herein to the contrary, if the disposition of an appeal results in the denial of the application under Public Hearing No. 15-06-DOR-03, requesting a 10 foot setback variance from the Property's front property line, but not in the denial of applications under Public Hearing Nos. 15-06-DOR-01 and 15-06-DOR-02, then this Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners.

Acceptance of Declaration. Acceptance of this Declaration does not obligate the City in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the City Council retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or dedication.

Owner. The term Owner shall include the Owner, and its heirs, successors and assigns.

[Execution Pages Follow]

(Public Hearing)

Section-Township-Range: __-__-__

Folio number: __-__-__-__


MIA ACTIVE 4351221.1

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**ACKNOWLEDGMENT OF THE TRUSTEES OF
THE PABLO JOSE VALDES FLORIDA IRREVOCABLE TRUST**

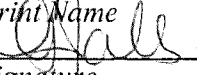
Signed, witnessed, executed and acknowledged by Niurka Fonte-Esquivel and Lucilla Suero on this _____ day of _____, 2015.

WITNESSES:




Signature
Genesis Mejia

Print Name



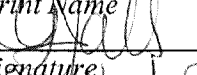
Signature
Giretel Sales

Print Name



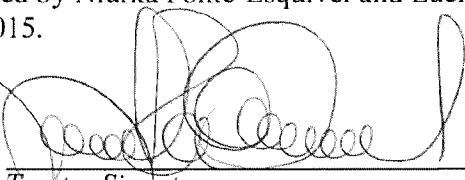
Signature
Genesis Mejia

Print Name



Signature
Giretel Sales

Print Name

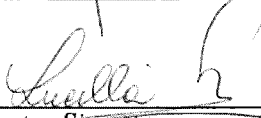


Trustee Signature

Niurka Fonte-Esquivel

Address:
12484 NW. South River Drive

Hedley FL 33178



Trustee Signature

Lucilla Suero

Address:
12484 NW S. RIVER DR.

Hedley FL 33178

[NOTARY BLOCK ON NEXT PAGE]

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me by Nuirka Fonte-Esquivel, Trustee of The Pablo Jose Valdes Florida Irrevocable Trust, to me personally known or produced _____, as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that she was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

Witness my signature and official seal this 3 day of August, 2015, in the County and State aforesaid.

[Signature]
Signature
Notary Public-State of Florida

Danaysis Orta
Print Name

My Commission Expires:



**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

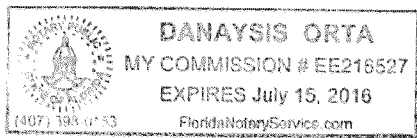
The foregoing instrument was acknowledged before me by Lucila Suero, Trustee of The Pablo Jose Valdes Florida Irrevocable Trust, to me personally known or produced _____, as identification and who acknowledged the foregoing instrument for the purposes therein contained, and acknowledged that she was authorized under the trust to execute said instrument on behalf of the beneficiaries of the trust.

Witness my signature and official seal this 3 day of August, 2015, in the County and State aforesaid.

[Signature]
Signature
Notary Public-State of Florida

Danaysis Orta
Print Name

My Commission Expires:



OPINION OF TITLE**To: Miami-Dade County**

With the understanding that this Opinion of Title is furnished to the City of Doral, as inducement for acceptance of A Declaration of Restrictions, pursuant to Public Hearing Nos. 15-06-DOR-01, 15-06-DOR-02 and 15-06-DOR-03, it is hereby certified that I have examined a complete Certificate of Search Ownership and Encumbrance Report issued by Chicago Title Insurance Company covering the period from the beginning to the 13th day of July, 2015, at the hour of 6:00 a.m., inclusive, of the following described property:

Tract 64, of Florida Fruit Lands Company's Subdivision No. 1, in Section 7, Township 53 South, Range 40 East, less the West 35 feet and less the North 35 feet, as recorded in Plat Book 2, Page 17, of the Public records of Miami-Dade County, Florida.

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Pablo Jose Valdes Florida Irrevocable Trust

Note: For Limited Partnership, Limited Liability Company or Joint Venture indicate parties comprising the Limited Partnership, Limited Liability Company or Joint Venture and identify who is authorized to execute.

Both Trustees Nuirka Fonte-Esquivel and Lucilla Suero , Sole Trustees of the Pablo Jose Valdes Florida Irrevocable Trust are authorized to execute the Declaration of Restrictions.

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

I. **RECORDED MORTGAGES:**

MORTGAGE	December 20, 2005	24067/4854
MODIFICATION OF MORTGAGE	March 16, 2009	26788/2438
MODIFICATION OF MORTGAGE	May 11, 2011	27684/639
MODIFICATION OF MORTGAGE	September 28, 2011	27840/4915
ASSIGNMENT OF RENTS	September 28, 2011	27840/4918
UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM	September 28, 2011	27840/4928
NOTE AND MORTGAGE AMENDMENT AGREEMENT	October 12, 2012	28310/946
MORTGAGE	December 11, 2014	29425/4129

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

None

3. **GENERAL EXCEPTIONS:**

None

4. **SPECIAL EXCEPTIONS:**

MORTGAGE	December 20, 2005	24067/4854
MODIFICATION OF MORTGAGE	March 16, 2009	26788/2438
MODIFICATION OF MORTGAGE	May 11, 2011	27684/639
MODIFICATION OF MORTGAGE	September 28, 2011	27840/4915
ASSIGNMENT OF RENTS	September 28, 2011	27840/4918
UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM	September 28, 2011	27840/4928
NOTE AND MORTGAGE AMENDMENT AGREEMENT	October 12, 2012	28310/946
MORTGAGE	December 11, 2014	29425/4129
PLAT	February 18, 1911	PB 2/17
INTERNAL IMPROVEMENT FUND DEED NO. 16193	January 6, 1909	DB 46/240
RESOLUTION NO. 2167	April 23, 1926	DB 2675/59
DEED NO. 7032	January 8, 1951	DB 3383/579
COVENANT RUNNING WITH THE LAND IN FAVOR OF METROPOLITAN DADE COUNTY	October 2, 1984	12286/371
COVENANT RUNNING WITH THE LAND IN FAVOR OF METROPOLITAN DADE COUNTY PROHIBITING THE USE, GENERATION, HANDLING, DISPOSAL, STORAGE OR DISCHARGE OF HAZARDOUS MATERIALS	October 2, 1984	12286/373
COVENANT RUNNING WITH THE LAND OF THOMAS CARLOS, TRUSTEE	February 29, 1996	1711113192

RELEASE OF RESERVATIONS NO. 16956 BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT ON LANDS DEEDED BY BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT	September 20, 1997	17798/1712
BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA RELEASE OF CANAL RESERVATION NO. 16198-J-143	October 3, 1992	17814/4146
RESOLUTION NO. R-1049-98 NON-USE COMMITMENT NO. 1155 BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT ON LANDS DEEDED BY BOARD OF COMMISSIONERS OF EVERGLADES DRAINAGE DISTRICT	October 27, 1998	18328/1172
HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT	August 13, 2001	19840/1762
	September 28, 2011	27840/4923

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions and that none of them hinder or affect the recording or enforcement of the Declaration of Restrictions.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the Declaration of Restrictions a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
Pablo Jose Valdes Florida Irrevocable Trust	N/A	Owner
Capital Bank, N.A.	Mortgagee	1 - 7
J.E. Motors, Inc.	Mortgagee	8

The following is a description of the aforementioned abstract and its continuations:

<u>Number</u>	<u>Company Certifying</u>	<u>No. of Entries</u>	<u>Period Covered</u>
5394071	Chicago Title Insurance Company	20	Beginning to July 13, 2015

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

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 3rd day of August, 2015

[Signature]
Name

Simon Ferro
Print Name

Florida Bar No. 258921 Address:
600 Brickell Ave.
MIAMI FL 33131

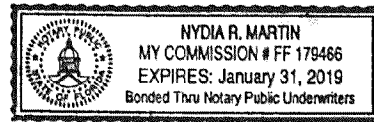
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 3rd day of August, 2015, by SIMON FERRO, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

Nydia R Martin
Print Name

My Commission Expires:



(Space reserved for Clerk)

JOINDER BY MORTGAGEE CORPORATION

The undersigned, Capital Bank, N. A. (formally known as North American Financial Holdings, Inc., or NAFH National Bank) and successor in interest to Turnberry Bank), the Mortgagee under that certain mortgage from The Grand at Doral One LTD., dated December 16, 2005 and recorded December 20, 2005 in Official Records Book 24067, Page 4854, as amended by that certain Modification of Mortgage dated December 16, 2008, and recorded March 16, 2009 in Official Records Book 26788, Page 2438, as amended by that certain Modification of Mortgage dated February 11, 2011, and recorded May 11, 2011 in Official records Book 27684, Page 639, and as amended by that certain Modification of Mortgage dated June 1, 2011, and recorded September 28, 2011 in Official Records Book 27840, Page 4915 together with that certain Assignment of Rents dated June 1, 2011 and recorded September 28, 2011 in Official records Book 27840, Page 4918 and as amended by that certain Note and Mortgage Amendment Agreement dated June 1, 2012, and recorded October 12, 2012 in Official Records Book 28310, Page 946, all in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 3rd day of AUGUST, 2015.

Witnesses:

Signature: [Handwritten Signature]
Print Name: [Handwritten Name]
Signature: [Handwritten Signature]
Print Name: [Handwritten Name]

CAPITAL BANK N-A.
Name of Corporation
Address: 4699 Nob Hill Road
Sunrise, FL 33351
By: [Handwritten Signature]
(Print Name: Donald F. Smiley)

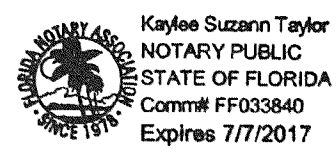
STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by Donald F. Smiley (Name) the SENIOR VICE PRESIDENT CAPITAL BANK NA (Title) (Name) corporation, on behalf of the corporation. He/she is personally known to me or has produced [blank] as identification.

Witness my signature and official seal this 3rd day of AUG 2015, in the County and State aforesaid.

Signature: [Handwritten Signature]
Notary Public-State of Florida
Signature: [Handwritten Signature]
(Print Name)
My Commission Expires: 7/7/2017



(Space reserved for Clerk)

JOINDER BY MORTGAGEE CORPORATION

The undersigned J. E. Motors, Inc., a Florida (state) corporation and Mortgagee under that certain mortgage from The Grand at Doral One Ltd. dated the 25th day of November, 2014, and recorded in Official Records Book 29425, Page 4129, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this _____ day of _____.

Witnesses:

[Signature]
Signature
Genesis Mejia
Print Name
[Signature]
Signature
Chattel Sales
Print Name

J. E. Motors, Inc.
Name of Corporation
Address:
9873 Orange Blossom Trail
Orlando, Florida 32837
[Signature]
By
(President, Vice-President or CEO*)

Print Name: Jorge C. Perez

[*Note: All others require attachment of original corporate resolution of authorization]

STATE OF Florida

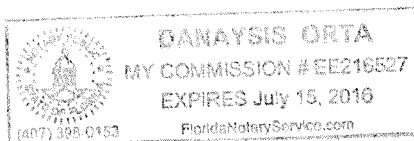
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by Jorge C. Perez (Name) the President (Title) of J. E. Motors, Inc. (Name) corporation, on behalf of the corporation. He/She is personally known to me or has produced PG20-423-69-0920 as identification.

Witness my signature and official seal this 5 day of August, 2015, in the County and State aforesaid.

[Signature]
(Signature)
Notary Public-State of Florida
Danaysis Orta
(Print Name)

My Commission Expires: _____



ORDINANCE No. 2015-02

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A SMALL-SCALE DEVELOPMENT AMENDMENT TO THE CITY'S COMPREHENSIVE DEVELOPMENT MASTER PLAN FUTURE LAND USE MAP FROM LOW DENSITY RESIDENTIAL (LDR) TO HIGH DENSITY RESIDENTIAL (HDR) FOR 8.46± ACRES LOCATED ON THE SOUTHEAST CORNER OF NW 112TH AVENUE AND NW 82ND STREET, CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to the Local Government Comprehensive Planning Act, in accordance with all of its terms and provisions, has reviewed the Application of the City of Doral, requesting a Small-Scale Development Amendment to the Comprehensive Plan to modify the Future Land Use Map from Low Density Residential (LDR) to High Density Residential (HDR) as depicted in ("Exhibit A") for 8.46 ± acres for the property generally located on the S.E. corner of the intersection of NW 112th Avenue and NW 82nd Street, City of Doral, Miami-Dade County, Florida, as legally described in ("Exhibit B"); and

WHEREAS, after careful review and deliberation, staff has determined that this application is in compliance with the City's Comprehensive Plan and consistent with Sec. 163.3184 of the Florida Statutes; and

WHEREAS, the City Council has been designated as the Local Planning Agency ("LPA") for the City pursuant to Section 163.3174, Florida Statutes, and has held a duly advertised public hearing and recommended approval of the Application to amend the City's Comprehensive Plan's Future Land Use Map; and

WHEREAS, on August 5, 2015 the City Council conducted a duly advertised public hearing on the future land use proposed by the Pablo Jose Valdes Florida Irrevocable Trust, (the Applicant), and has considered all comments received concerning the proposed amendment to the Plan as required by state law and local ordinances; and

WHEREAS, the City Council has reviewed the City staff's report, incorporated herein, which contains data and analysis supporting the future land use change; and

WHEREAS, the City Council finds that the proposed amendment is consistent with the City's Comprehensive Plan as adopted and supported by staff and the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recital. The above recitals are true, correct, and incorporated herein by this reference

Section 2. Approval. The City's Comprehensive Plan Future Land Use Map is hereby amended from Low Density Residential (LDR) to High Density Residential (HDR) for 8.46 ± acres for the property generally located on the southeast corner of NW 112th Avenue and NW 82nd Street, City of Doral, Miami-Dade County, Florida. (Exhibit A)

Section 3. Amendment to Future Land Use Map. The Director of Planning and Zoning is further authorized to make the necessary changes as required to the Comprehensive Development Master Plan Future Land Use Map to reflect the above stated change.

Section 4. Transmittal. The Planning and Zoning Department is hereby authorized to transmit this Ordinance to the Department of Economic Opportunity pursuant to the provision of the Local Government Comprehensive Planning and Land Development Regulation Act.

Section 5. Effective Date. This Ordinance (Small Scale Development Amendment) shall not become effective until the State Land Planning Agency or the Administration Commission issues a Final Non-Appealable Order determining the adopted amendment to be in compliance and in accordance with Section 163.3187, Florida Statutes, or until the Administration Commission issues a Final Order determining the adopted amendment to be in compliance in accordance with Section 163.3187(10), Florida Statutes.

The foregoing Ordinance was offered by Councilmember Cabrera, who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	No
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED on FIRST READING this 20 day of May, 2015.

PASSED AND ADOPTED on SECOND READING this 5 day of August, 2015




LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE SOLE USE
OF THE CITY OF DORAL



WEISS, SEROTA, HELFMAN, COLE, & BIEMAN, PL
CITY ATTORNEY

Exhibit A

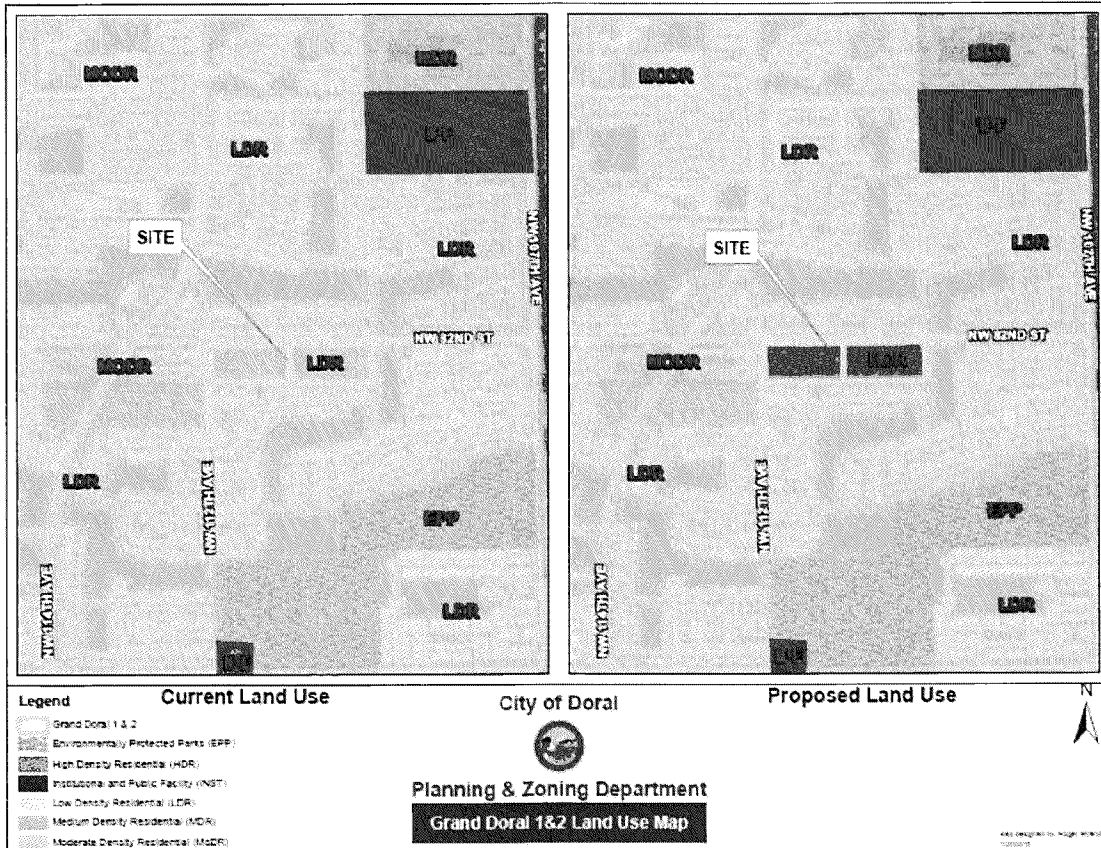


Exhibit B

LEGAL DESCRIPTION

Tract 64 of Florida Fruit Lands Company's Subdivision No. 1 in Section 7, Township 53 South, Range 40 East Less West 35 Ft. and Less the North 35 Ft as Recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County