



CFN 2026R0617743

OR BK 35482 Pgs 8-21 (14Pgs)
RECORDED 09/04/2026 14:01:30
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

This instrument was prepared by:

Name: Jorge L. Navarro, Esq.

**Address: Greenberg Traurig, P.A.
333 SE 2nd Ave., Suite 4400
Miami, Florida 33131**

(Space reserved for Clerk)

**COVENANT RUNNING WITH THE LAND
IN LIEU OF UNITY OF TITLE**

KNOW ALL BY THESE PRESENTS that the undersigned Owner hereby makes, declares and imposes on the land herein described, these easements and covenants running with the title to the land, which shall be binding on the Owner, all heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

WHEREAS, the undersigned Owner holds the fee simple title of that certain property located at 1315 NW 98 Court, Bay 5 and identified by Tax Folio No.: 35-3032-040-0050 ("**Bay 5**") and that certain property located at 1315 NW 98 Court, Bay 6 and identified by Tax Folio No.: 35-3032-040-0060 ("**Bay 6**"), in City of Doral, Florida (the "**City**") (Bay 5, together with Bay 6, are referred to herein as the "**Property**"). The Property is described on **Exhibit "A"**, which is supported by the attorney's opinion attached as **Exhibit "B"**; and

WHEREAS, Owner wishes to unify the Property solely for zoning purposes.

NOW THEREFORE, for valuable consideration, Owner hereby freely, voluntarily and without duress agrees as follows:

1. **Recitals**. The above recitals and findings set forth preamble of this Covenant are true and correct and are hereby adopted by reference and incorporated herein as if fully set forth in this section.
2. **Use of Property**. The Owner hereby agrees and declare that (i) the Property shall be considered as one plot and parcel of land solely with respect to the removal of the internal property lines within the Property for purposes of setback requirements only (and not for purposes of sharing and/or allocating density or development right or any other purpose), and (ii) so long as this instrument shall remain in effect, any and all conveyances or transfers of all or any portion of the Property by the Owner, heirs, grantees, successors, assigns, or personal representatives shall be subject to the terms and restrictions of this Covenant as if any such heir, grantee, successor, assign, or personal representative were a party hereto or a signatory hereof.
3. **Easements**. Where necessary, and to the extent necessary, Owner hereby reserves easements and hereby grants reciprocal cross-easements to the owners of each phase or stage of development, in and over the Property for utilities, water and sewer lines, common



parking areas, streets, driveways, entrance and exits, etc., so that the integrity of the development shall be maintained.

4. Access. Owner shall provide for permanent and safe access for pedestrian and vehicular traffic within the development and particularly for right of access for fire, police, health, sanitation and other public service personnel vehicles. The streets or accessways shall be installed and maintained by the Owner, including, but not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants.
5. Covenant Running with the Land. This agreement on the part of the Owner shall constitute a covenant running with the land and will 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 heirs, successors and assigns of the respective parties hereto, until such time as the same is released in writing as hereinafter provided.
6. Covenant Binding on Subsequent Owners. In the event multiple ownerships are created subsequent to said site plan approval, each of the subsequent owners, mortgagees, heirs, assigns and other parties in interest shall be bound by the terms, provisions and conditions of this instrument.
7. Term of Covenant. The provisions of this Covenant shall become effective upon their recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the (i) then owner(s) of the Property (or if any portion of the Property has been submitted to the condominium form of ownership, then by the association established to operate the condominium in lieu of all of the owners thereof) and (ii) the Planning & Zoning Director of the City of Doral, Florida, subject to the approval of the City Attorney as to legal form and correctness, or their respective designees or successors, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.
8. Inspection and Enforcement. As further part of this agreement, 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 investigating the use of the premise to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with. Enforcement shall be by action against any parties or persons violating or attempting to violate any of these covenants. The prevailing party in any action or suit arising out of or pertaining to this Covenant shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may determine to be reasonable for the services of his attorney. This enforcement provision is in addition to any other remedy at law, in equity or both.
9. Amendments, Modifications, Releases. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument by the then Owner or



Owners of all of the Property, with joinders by all mortgagees, if any, provided that the same is also approved by the Planning & Zoning Director of the City of Doral, Florida, or his successor.

10. 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.
11. Cumulative and Waiver. 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.

[Execution Pages Follow]



Signed, witnessed, executed and acknowledged on this 23 day of JULY, 2026.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed in its name by its proper officials.

WITNESSES:


Signature:

Dalton Easton
Print Name:
10165 NW 19 Street
Doral, FL 33172
Address:


Signature:

Lenette Trivett
Print Name:
9070 SW 203 Terr
Address: Cutler Bay, FL 33189

E & M CONDO VENTURE, LLC, a Florida
limited liability company

By: 
Name: Edward W. Easton
Title: Manager

Address: 10165 NW 19 Street
Miami, Florida 33172

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

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization by Edward W. Easton, a Manager of E & M CONDO VENTURE, LLC, a Florida limited liability company, on behalf of said company, who is ☒ personally known to me or ☐ has produced _____ as identification.

Witness my signature and official seal this 23 day of July, 2026, in the County and State aforesaid.




Notary Public, State of Florida

My Commission Expires: 11-29-29



Exhibit "A"
Legal Description for Property

Condominium Units or Bays 5 and 6, of The Business Center at International Corporate Park Condominium (Building D), according to the Declaration of Condominium thereof, as recorded in Official Records Book 25789, Page 2757, together with its undivided share in the common elements, Public Records of Miami-Dade County, Florida.

Address – 1315 NW 98 Court, Bays 5 and 6, Doral, Florida 33172
Folio Nos.: 35-3032-040-0050; 35-3032-040-0060



Exhibit "B"

Opinion



OPINION OF TITLE

To: CITY OF DORAL, FLORIDA

With the understanding that this Opinion of Title is furnished to CITY OF DORAL, FLORIDA, as an inducement for acceptance of a Covenant Running With The Land in Lieu of Unity of Title (the "**Covenant**") covering the real property, hereinafter described, it is hereby certified that we have examined the following (collectively, the "**Title Evidence**"):

Title Commitment Number 13245904 issued by Fidelity National Title Insurance Company covering the period from the BEGINNING through June 24, 2026, at 5:00 p.m., last revised and updated July 30, 2026, with respect to the real property described on Exhibit "A" attached hereto (the "**Property**").

Basing our opinion solely on the aforesaid Title Evidence covering said time periods referenced above, we are of the opinion that on the date last mentioned (i.e. June 24, 2026, at 5:00 p.m.), the fee simple title to the Property was vested in:

E & M Condo Venture, LLC, a Florida limited liability company ("**Owner**")

Based solely on my review of that certain Operating Agreement of E & M Condo Venture, LLC, a Florida limited liability company dated December 13, 2006, and assuming such operating agreement has not been amended, rescinded or revoked, we are of the opinion that Edward W. Easton, as a Manager of Owner, is authorized to execute the Covenant on behalf of said Owner entity.

The signature block of Owner for purposes of the Covenant is as follows:

E & M CONDO VENTURE, LLC, a Florida limited liability company

By: _____
Name: Edward W. Easton
Title: Manager

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:** See attached Exhibit "B".
4. **SPECIAL EXCEPTIONS:** See attached Exhibit "C".

All of the recording information contained herein refers to the Public Records of Miami-Dade County, Florida.



Opinion of Title

Therefore, it is our opinion that the following parties must join in the Covenant:

<u>NAME</u>	<u>INTEREST</u>
E & M Condo Venture, LLC , a Florida limited liability company	Fee

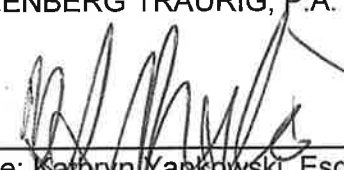
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I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 31st day of July, 2026.

GREENBERG TRAURIG, P.A.

By: 

Name: Kathryn Yankowski, Esq.

Florida Bar No. 113927

Greenberg Traurig P.A.

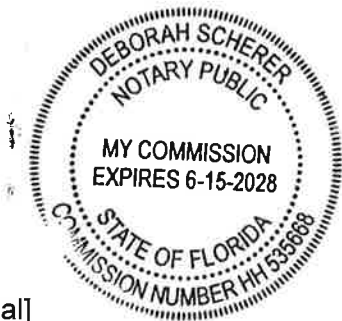
333 SE 2nd Avenue, 44th floor

Miami, FL 33131

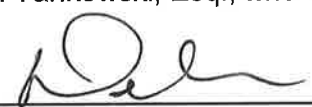
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [x] physical presence or [] online notarization this 31st day of July, 2026, by Kathryn Yankowski, Esq., who is personally known to me.



[Notary Seal]



Notary Public
State of Florida



Opinion of Title

Exhibit "A"
Legal Description
(the "Property")

Condominium Units or Bays 5 and 6, of The Business Center at International Corporate Park Condominium (Building D), according to the Declaration of Condominium thereof, as recorded in Official Records Book 25789, Page 2757, together with its undivided share in the common elements, Public Records of Miami-Dade County, Florida.

Address – 1315 NW 98 Court, Bays 5 and 6, Doral, Florida 33172
Folio Nos.: 35-3032-040-0050; 35-3032-040-0060



Opinion of Title

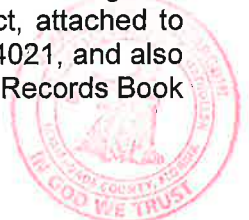
Exhibit "B"
GENERAL EXCEPTIONS

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 hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.
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. Rights or claims of parties in possession not shown by the public records.
5. 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.
6. Taxes or assessments which are not shown as existing liens in the public records.



Exhibit "C"
SPECIAL EXCEPTIONS

1. Reservation contained in Deed No. 16199 of the Trustees of the Internal Improvement Fund of the State of Florida in Deed Book 27, Page 302, as affected by Quitclaim Deed No. 16199"A"-183, recorded in Official Records Book 3191, Page 159, Quitclaim Deed No. 16199"A"-185, recorded in Official Records Book 3191, Page 161, and Quitclaim Deed No. 16199-U-7, recorded in Official Records Book 6968, Page 129.
2. Terms, covenants, conditions and restrictions contained in Covenant by Roland International Corporation, a Delaware corporation, in favor of the Board of County Commissioners of Metropolitan Dade County, Florida recorded in Official Records Book 10619, Page 2002.
3. Restrictions contained in Special Warranty Deed by and between DeRoland Associates, a Florida general partnership, and International Place Associates, Ltd., a Florida limited partnership, recorded in Official Records Book 16006, Page 1002.
4. Terms, covenants, conditions and restrictions contained in Preliminary Development Agreement for a Development of Regional Impact known as International Corporate Park, a Notice of same recorded in Official Records Book 16257, Page 440, as affected by Amended Preliminary Development Agreement for a Development of Regional Impact known as International Corporate Park, a Notice of same recorded in Official Records Book 16257, Page 444.
5. Terms, covenants, conditions and restrictions of Development Order for International Corporate Park, Dade County Resolution No. Z-201-94, as evidenced by Notice of Adoption recorded in Official Records Book 16672, Page 3712.
6. Board Order No. 95-50 of the Metropolitan Dade County Environmental Quality Control Board, recorded in Official Records Book 16723, Page 4173.
7. Covenants, conditions, restrictions, prohibitions, exclusive uses and other provisions, which include but are not limited to, provisions for A.) easements on the land; B.) maintenance obligations; C.) liens for liquidated damages; D.) private charges or assessments and lien rights associated therewith; E.) rights of prior approval of construction plans; F.) an option to purchase; and G.) a right of first refusal, as created by and set forth in Declaration of Protective Covenants and Restrictions for International Corporate Park by International Place Associates II, Ltd., a Florida limited partnership, and all exhibits attached thereto, recorded in Official Records Book 16836, Page 1248, as affected by First Supplement to Declaration, recorded in Official Records Book 17538, Page 824; Second Supplement and Amendment to Declaration, recorded in Official Records Book 17698, Page 3823; and Amended and Restated Second Supplement and Amendment to Declaration, recorded in Official Records Book 17759, Page 1223.
8. Easement in favor of Florida Power & Light Company, recorded in Official Records Book 17544, Page 831.
9. Resolution No. R 1466-97 of the Board of County Commissioners of Dade County, Florida, adopting preliminary assessment roll for International Corporate Park Street Lighting Special Taxing District, recorded in Official Records Book 17951, Page 3404, together with Ordinance No. 97-220 of the Board of County Commissioners of Dade County, Florida, creating and establishing International Corporate Park Street Lighting Special Taxing District, attached to Memorandum regarding same, recorded in Official Records Book 17957, Page 4021, and also together with Declaration of Covenant by Edward W. Easton, recorded in Official Records Book 18040, Page 130.



Opinion of Title

10. Agreement for Water and Sanitary Sewage Facilities between Miami-Dade County and International Place Associates IV, LTD. recorded in Official Records Book 24448, Page 728, as affected by Assignment, Assumption and Acceptance of Agreement Rights recorded in Official Records Book 26375, Page 4855.
11. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of International Corporate Park Section 8, recorded in Plat Book 165, Page 86.
12. Easement to Florida Power & Light Company recorded in Official Records Book 25537, Page 2923.
13. Terms, provisions, covenants, conditions, restrictions, assessments, easements, options, liens, and other matters established by the Declaration of the Business Center at International Corporate Park Condominium (Building D) described in Schedule A herein, and recorded in Official Records Book 25789, Page 2757, as amended by Amendment to Declaration recorded in Official Records Book 26004, Page 3562.
14. Covenants, conditions, restrictions, prohibitions, exclusive uses and other provisions, which include but are not limited to, provisions for A.) easements on the land; B.) maintenance obligations; C.) liens for liquidated damages; D.) private charges or assessments and lien rights associated therewith; and E.) rights of prior approval of construction plans, as created by and set forth in Declaration of Covenants, Restrictions and Easements for The Business Center at International Corporate Park by IPA V Investors, LLC, a Delaware limited liability company, dated July 11, 2007, and all exhibits attached thereto, as recorded in Official Records Book 25789, Page 2546, as amended by Supplemental Declaration to Declaration, recorded in Official Records Book 26279, Page 1401.
15. Covenants, conditions, restrictions, easements, assessments and lien rights, terms and other provisions of Declaration of Condominium of The Business Center at International Corporate Park Condominium (Building A) and exhibits thereto recorded in Official Records Book 25789, Page 2649, as amended by Amendment to Declaration recorded in Official Records Book 26004, Page 3564, Amendment to Declaration recorded in Official Records Book 26105, Page 2170, and Amendment to Declaration recorded in Official Records Book 26218, Page 3376; Declaration of The Business Center at International Corporate Park Condominium (Building G) and exhibits thereto, recorded July 19, in Official Records Book 25789, Page 2867, as amended by Amendment to Declaration recorded in Official Records Book 26004, Page 3566, and Amendment to Declaration recorded in Official Records Book 26105, Page 2172; Declaration of The Business Center at International Corporate Park Condominium (Building B) and exhibits thereto recorded in Official Records Book 26279, Page 1415; and Declaration of The Business Center at International Corporate Park Condominium (Building C) and exhibits thereto recorded in Official Records Book 26279, Page 1525.
16. Grant of Easement to Miami-Dade County, a political subdivision of the State of Florida recorded in Official Records Book 26560, Page 3166.
17. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
18. Environmental Resource Permit Notice recorded in Official Records Book 26004, Page 4760.
19. Environmental Resource Permit Notice recorded in Official Records Book 26004, Page 4760, Public Records of Miami-Dade County, Florida.

Opinion of Title

NOTE: All references are to the Public Records of Miami-Dade County, Florida, unless otherwise noted.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I hereby certify that the foregoing is a
true and correct copy of the original on
file in this office 9/1/20 AD, 20
JUAN FERNANDEZ-MARQUIN, Clerk of the
Court and Comptroller, Miami-Dade County

Deputy Clerk

Miriam Perdomo #311459

