CFN: 20190119233 BOOK 31339 PAGE 2768 DATE:02/25/2019 11:44:11 AM HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This Instrument was prepared by:

Tracy R. Slavens, Esq. Holland & Knight LLP 701 Brickell Avenue Suite 3300 Miami, FL 33131

(Space reserved for Clerk)

MAINTENANCE AGREEMENT

WHEREAS, East Florida-DMC, Inc., a Florida corporation (the "Owner"), is the fee-simple owner of the following described property, lying, being and situated in the City of Doral, Miami-Dade County, Florida and legally described in the attached Exhibit A (the "Property").

NOW THEREFORE, In order to assure the City of Doral Planning and Zoning Department that the representations made to it by the owner of their representative will be abided by; that the hereinafter mentioned beautification easement will be continually and properly maintained; and other good and valuable considerations hereby agrees as follows;

that the beautification easement located within the Property along Doral Boulevard and identified on the plat of the Property shall be maintained in good condition and repair and that all landscaping shall likewise be so maintained in accordance with the City of Doral Code of Ordinances.

As further part of this agreement, it is hereby understood and agreed that any official inspector of the City of Doral Planning and Zoning Department or its agents duly authorized, may have the privilege at any time of entering and investigating the use of the premises, to determine whether or not the conditions herein agreed to are being complied with.

This Agreement on the part of the Owner shall constitute a covenant running with the land and will be recorded in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned and the heirs, successors, and assigns of the undersigned, until such time as the same is modified or released in writing by 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 executive officer, by his assistant in charge in his absence.

<u>Enforcement</u>: 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 Agreement 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.

<u>Severability</u>: Invalidation of any one of these covenants by judgment of court in no wise shall affect any of the other provisions, which shall remain in full force and effect.

(Execution Page Follows)

Signed, witnessed, executed and acknowledged on this 8 day of 4-broay, 2019.

Witnesses:	OWNER
Signature Jarrod Stamper Print Name Holley Dougherty Print Name	East Florida-DMC, Inc., a Florida corporation By: Mala A. Florida corporation Name: Nicholas L. Paul Title: Vice President
He/She is personally known to me or has produce	dged before me by <u>Nicholas L. Paul</u> , the orida-DMC, Inc., on behalf of the corporation. ed, as identification. is <u>\text{day of } \text{4-bloory}, 2019</u> , in the
My Commission Expires: ORUGIY 3, 2022 STATE OF TENNESSEE NOTARY PUBLIC ON COUNTY PUBLIC	Notary Public-State of Tennessee Helen W. Cook Print Name

EXHIBIT "A"

LEGAL DESCRIPTION:

Tracts 57 and 58, of Section 19, Township 53 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof as Recorded in Plat Book 2, Page(s) 17, of the Public Records of Miami-Dade County, Florida;

Less that portion thereof lying within the West 35.00 feet; and

Less that portion lying within the South 65.00 feet of the se 1/4 of said Section 19; and

Less that portion of said Tract 57 which lies within the external area formed by a 25.00 foot radius arc concave to the Northeast, tangent to the East line of the West 35.00 feet of the S.E. 1/4 of said Section 19 and tangent to the North line of the South 65.00 feet of said se 1/4 of said Section 19; and

Less that portion thereof described in Right-Of-Way deed to the City of Doral Recorded in Official Records Book 29714, Page 2896.