



CFN 2016R0713648
OR BK 30342 Pas 3500-3527 (28Pgs)
RECORDED 12/13/2016 11:01:50
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Joseph G. Goldstein, Esq.
Address: Holland & Knight, LLP
701 Brickell Avenue, Suite 33 00
Miami, FL 33131

(Space reserved for Clerk)

COVENANT RUNNING WITH THE LAND
IN LIEU OF UNITY OF TITLE

(Mixed Use)

This Covenant Running with the Land in Lieu of Unity of Title ("Covenant") is made and entered into this 1st day of December, 2016, by Vareka Investments N.V., a corporation organized under the laws of the Netherlands Antilles and now existing under the laws of Curacao, and authorized to transact business in Florida as Vareka Investments Company, N.V. d/b/a Vareka Investments N.V., with an address of 9300 NW 25 Street, Doral, Florida ("Owner").

A. Owner owns the Property legally described on Exhibit "A" (the "Property").

B. The Owner intends to develop the Property with a mixed-use project and wants to assure the City of Doral that the integrity of the development will be built in accordance with proffered plans consistent with the City of Doral Land Development Code.

C. The Owner may wish to further convey portions of the Property from time to time, and may wish to develop the same in phases or stages, or may wish to offer units as condominiums and are executing this instrument to assure the City of Doral that the development will not violate the City of Doral Land Development Code when it is so developed.

NOW THEREFORE, in consideration of the premises, Owners hereby freely, voluntarily, and without duress agree as follows:

1. This Covenant on the part of the Owner shall constitute a covenant running with the land and will be recorded, 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 heirs, successors, and assigns of the respective parties hereto, until such time as the same is released in writing as hereinafter provided.



2A

2. The Property will be developed in substantial conformity with the site plan entitled "Baywood Hotels (AC Hotels Marriott) prepared by Phillips, consisting of 21 sheets, dated stamped received October 5, 2016 (the "Plan;" Exhibit "B"). No modification shall be effected in said Plan except in accordance with paragraphs 5 and 6 of this Covenant provided the same is also approved by the Director of the City of Doral Planning and Zoning Department or her/his successor, in accordance with the City of Doral Code, Land Development Regulations and procedures in effect at the time.
3. Owner, its mortgagees, and, in the event additional multiple ownerships exist or are created subsequent to the Plan approval, each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this Covenant. Owner further agrees that it will execute and deliver in recordable form, an instrument to be known as an "Easement and Operating Agreement" which shall, unless waived by the City of Doral, contain, among other things:
 - (i) easements in the common area of each parcel for ingress to and egress from other parcels;
 - (ii) easements in the common area of each parcel for the passage and parking of vehicles;
 - (iii) easements in the common area of each parcel for the passage and accommodation of pedestrians;
 - (iv) easements for access roads across the common area of each parcel to public and private roadways;
 - (v) easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
 - (vi) easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;
 - (vii) easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
 - (viii) easements on each parcel for attachment of buildings;
 - (ix) easements on each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
 - (x) appropriate reservation of rights to grant easements to utility companies;
 - (xi) appropriate reservation of rights to dedicate road rights-of-way and curb cuts



- (xii) easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
- (xiii) appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like.

The above easement provisions or portions thereof may be waived by the Director of the City of Doral Planning and Zoning Department or his/her successor, if they are not applicable to the subject development. When executed, the Easement and Operating Agreement shall not be amended without the prior written approval of the City Attorney of the City of Doral. Such Easement and Operating Agreement may contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, all to the end that although the Property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

4. The provisions of this instrument 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 then Owner(s) of the Property, and the Director of the City of Doral Planning and Zoning Department, acting for and on behalf of the City of Doral, Florida, or his/her successor, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.
5. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument executed by the then Owner(s) of the Property, or, failing that, the written consent of the then owners, and so long as the same is also approved by the Director of the City of Doral Planning and Zoning Department or her/his successor, in accordance with the City of Doral Code, Land Development Regulations and procedures in effect at the time. Should this Covenant be so released, amended or modified, the Director of the City of Doral Planning and Zoning Department or her/his successor, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

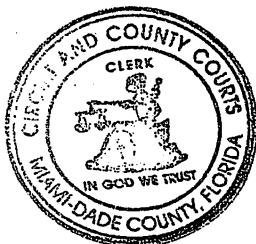
Notwithstanding anything herein to the contrary, in the event that any portion of the Property is: (i) submitted to a condominium form of ownership (the condominium association governing such property, a "**Condominium Association**"); or, (ii) conveyed to a master association, (such association, a "**Master Association**"), any consent or approval required for either modification of the plan or modification amendment or release of this Covenant, by the Owner(s) of the portions of the Property which (x) have been submitted to the condominium form of ownership or (y) conveyed to a Master Association, shall be granted or withheld by the Condominium Association or Master Association, as applicable. For the avoidance of doubt, persons or entities who own units within a portion of the Property which has been submitted to the condominium or



property owner form of ownership and members of a Master Association, shall not be Owner(s) for purposes of this Covenant.

6. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Covenant 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, including on appeal. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
7. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
8. 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.
9. In the event of a violation of this Covenant, in addition to any other remedies available, the City of Doral is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Covenant is complied with.

[Execution Pages Follow]



IN WITNESS whereof, the parties have signed this Agreement as of the day and year first above written.

WITNESSES:

Betty Coursen
Signature
Betty Coursen
Print Name

Dawn
Signature
Casta V. Puello
Print Name

Vareka Investments N.V., a corporation organized under the laws of the Netherlands Antilles and now existing under the laws of Curacao, and authorized to transact business in Florida as Vareka Investments Company, N.V. d/b/a Vareka Investments N.V.

By: Georgina Menendez
Name: Georgina Menendez
Title: Authorized Representative

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

The foregoing instrument was acknowledged before me this 12 day of December, 2016,
by Georgina Menendez, as Authorized Representative of
Vareka Investments, N.V., on behalf of the said
and for the purposes stated above. He/she personally
appeared before me, is personally known to me or produced _____ as
identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: _____
Print Name: Matthew H. Jacobson

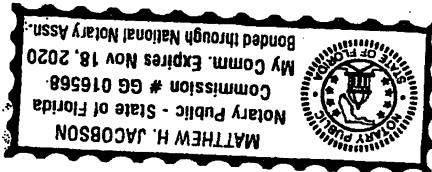


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

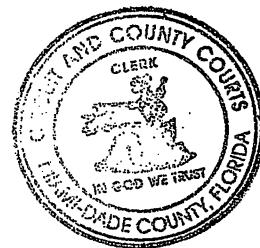
THE EAST 1/2 OF THE WEST 1/2 OF TRACTS 15 AND 16, SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE NORTH 40 FEET OF TRACT 16 FOR MIAMI-DADE COUNTY CANAL RIGHT-OF-WAY AND LESS A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF TRACT 15 OF SAID "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" OF SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, SAID LESS-OUT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT 15 WITH THE WEST LINE OF THE NE 1/4 OF SAID SECTION 27; THENCE RUN SOUTH 89°38'43" EAST, ALONG THE SOUTH LINE OF SAID TRACT 15 AND ITS WESTERLY EXTENSION, FOR A DISTANCE OF 331.10 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID TRACT 15, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED: THENCE CONTINUE TO RUN SOUTH 89°38'43" EAST, ALONG THE SOUTH LINE OF SAID TRACT 15, FOR A DISTANCE OF 331.10 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF SAID TRACT 15; THENCE RUN NORTH 01°23'19" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID TRACT 15, FOR A DISTANCE OF 21.14 FEET TO THE POINT OF INTERSECTION WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 13°59'42" WEST FROM SAID POINT OF INTERSECTION, SAID CURVE ALSO BEING THE NORtherly RIGHT OF WAY LINE OF NW 41st STREET, AS SHOWN ON THE MIAMI-DADE COUNTY RIGHT OF WAY MAP RECORDED IN ROAD PLAT BOOK 81, AT PAGE 24, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG THE NORtherly RIGHT OF WAY LINE OF SAID NW 41st STREET AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1200.92 FEET, THROUGH A CENTRAL ANGLE OF 13°38'25", FOR AN ARC DISTANCE OF 285.90 FEET TO THE POINT OF TANGENCY WITH THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID TRACT 15; THENCE RUN NORTH 89°38'43" WEST, ALONG THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID TRACT 15 FOR A DISTANCE OF 48.92 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID TRACT 15; THENCE RUN SOUTH 01°23'09" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID TRACT 15, FOR A DISTANCE OF 55.03 FEET TO THE POINT OF BEGINNING.



EXHIBIT "B"

PLAN





6 STORY, 133 UNITS WITH OUTDOOR POOL
8001 N.W. 36TH STREET
DORAL, FL 33166



6 STORY, 113 UNITS
8001 N.W. 36TH STREET
DORAL, FL 33166

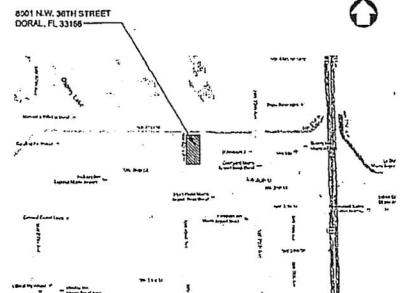
TEAM MEMBERS

OWNER: BAYWOOD HOTELS
3785 NW 82nd AVENUE
SUITE 200
MIAMI, FL 33195
TELE: (305) 747-8151
FAX: (305) 592-3394

CHRIS DESA

ARCHITECT: PHILLIPS PARTNERSHIP, PC
4000 WEST CENTER CENTER TERRACE
SUITE 800
ATLANTA, GA 30346
JERRY PHILLIPS, AIA
P.E.
TELE: (770) 394-1616
FAX: (770) 394-1314
jerry@phillipspartnership.com

LOCATION



UNDER SEPERATE CONTRACT

MECHANICAL/ ELECTRICAL/ PLUMBING ENGINEER: PFI ENGINEERING CORP
3255 SOUTHERN UNIVERSITY DRIVE
SUITE 101
DAVIE, FL 33328
ROBERT BALKIN/PE
TEL: (954) 585-6104
FAX: (954) 585-6104
nbs_pme@outlook.com

STRUCTURAL ENGINEER: McNAMARA, BALTHY STRUCTURAL ENGINEERS INC.
ONE BISCAYNE TOWER, SUITE 3705
2 SOUTH BISCAYNE BOULEVARD
MIAMI, FL 33131
ANDREW P. BULLIVAN,
P.E., S.E.
TEL: (305) 579-8765
tbullivan@mcnal.com

CIVIL ENGINEER: CONSULTING ENGINEERING & SCIENCE, INC.
10700 NORTH KENDALL DRIVE,
SUITE 1000
MIAMI BEACH, FL 33178
NELSON H. ORTIZ, P.E.
TEL: (305) 378-5555
FAX: (305) 279-4553
nort@cesmiami.com

GEO TECHNICAL: ARDAKIAN & ASSOCIATES, INC.
2609 W. 84TH STREET
HALEAKA, FL 33165
EVELIO JORTA, Ph.D., P.E.
TEL: (205) 925-2553
sjorta@ardakian.com

LANDSCAPE ARCHITECT: KEEH LIAZ & ASSOCIATES, INC.
301 EAST ATLANTIC BLVD
POMPANO BEACH, FL 33060
MICHAEL PHILIPS
TEL: (954) 982-3409 X114
MPhilips@keelh-associlates.com
RONALD M. DOWWARTZ
TEL: (954) 982-3409 X108
Dowwartz@keelh-associlates.com

KITCHEN CONSULTANT: CONCEPT SERVICES, INC.
4221 AMBROSIA DR.
AUSTIN, TX 78727
CAMERON DODGEN
TEL: (512) 453-3100
cdodgen@conceptserv.com

SITE PERMIT APPLICATION

DRAWING INDEX

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ARCHITECTURAL - FAIRFIELD INN

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A-1.3 FLOOR PLAN: THIRD FLOOR PLAN
A-1.4 FLOOR PLAN: FOURTH FLOOR PLAN
A-1.5 FLOOR PLAN: FIFTH FLOOR PLAN
A-1.6 FLOOR PLAN: ROOF FLOOR PLAN
A-1.7 EXTERIOR ELEVATIONS: SOUTH FRONT AND EAST SIDE AND FINISH SCHEDULES
A-1.8 EXTERIOR ELEVATIONS: NORTH REAR AND WEST SIDE
A-1.9 EXTERIOR ELEVATIONS

ARCHITECTURAL - AC HOTEL

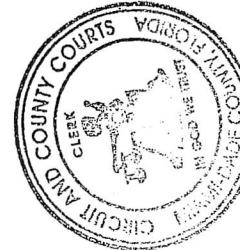
A-1.1 FIRST FLOOR PLAN
A-1.2 SECOND FLOOR PLAN
A-1.3 THIRD FLOOR PLAN
A-1.4 FOURTH FLOOR PLAN
A-1.5 FIFTH FLOOR PLAN
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CIVIL

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| ISSUE & REVIEW RECORD | |
|-----------------------|-------------|
| DATE | DESCRIPTION |
| APR 14 2014 | PEDIMENT |
| APR 22 2014 | 3% REVIEW |
| MAY 13 2014 | SITE PERMIT |
| JUN 16 2014 | SITE PERMIT |
| JULY 16 2014 | PERMIT |

APPROVED

CITY OF DORAL
Planning & Zoning Department

1044776

RECEIVED

CITY OF DORAL

Planning & Zoning Department

1044776

Project Name: *1044776*

Submitted By: *John Powers*

Refused: *LP-1*

RECEIVED

CITY OF DORAL

Planning & Zoning Department

1044776

Project Name: *1044776*

Submitted By: *John Powers*

Refused: *LP-1*

RECEIVED

CITY OF DORAL

Planning & Zoning Department

1044776

Project Name: *1044776*

Submitted By: *John Powers*

Refused: *LP-1*

RECEIVED

CITY OF DORAL

Planning & Zoning Department

1044776

Project Name: *1044776*

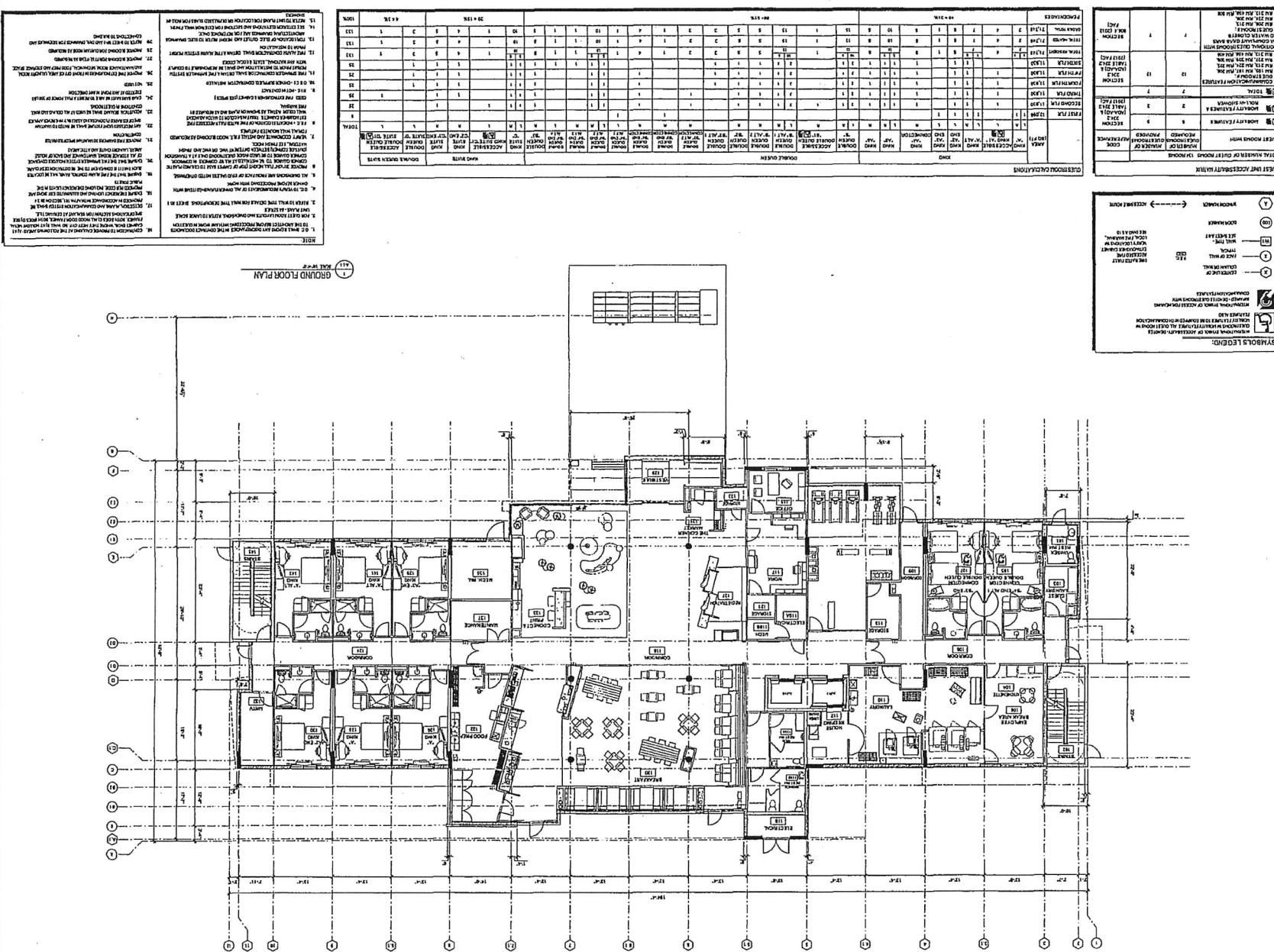
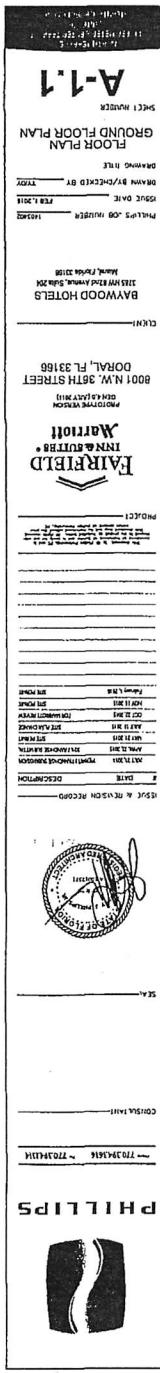
Submitted By: *John Powers*

Refused: *LP-1*

COVER SHEET

CS-1

1044776



A-13

FLOOR PLAN
THIRD FLOOR PLAN

DRAWING TITLE:

CL-1

SCALE:

1" = 1'-0"

1:100

DATE:

12-20-03

REVISION NUMBER:

1

PREPARED BY:

EDWARD

PROFESSIONAL ENGINEER

IN FLORIDA

REGISTRATION NO.:

13426

SIGNATURE:

MARTIN

FAIRFIELD HOTELS

SWITZERLAND

100 NW 38TH STREET

DOVER, FL 33166

PHONE:

305-263-1310

EMAIL:

EDWARD@EDWARD.COM

STYLING:

EDWARD

PHOTOGRAPH:

EDWARD

PRINTING:

EDWARD

CONTRACTOR:

EDWARD

TELEGRAMS:

EDWARD

TELEX:

EDWARD

TELETYPE:

EDWARD

TELEFAX:

EDWARD



PHILLIPS

770.394.0156 770.394.0156

CONSULTANT

SEAL



ISSUE & REVISION RECORD

| DATE | DESCRIPTION |
|------------------|--------------------------|
| APR 12 2013 | 2ND FLOOR PLAN SUBMITTED |
| JUN 27 2013 | REVISED 2ND FLOOR PLAN |
| AUG 20 2013 | INTERIOR |
| OCT 21 2013 | FOR HAMPTON HOTEL |
| NOV 14, 2013 | ITE POINT |
| February 1, 2014 | ITE POINT |

Informed: A. P. Morris Interiors, Inc., and
G. R. L. Interiors, Inc., and
L. S. Interiors, Inc., and
S. C. Interiors, Inc., and
P. C. Interiors, Inc.

Project: Hotel Project

Architect: Phillips

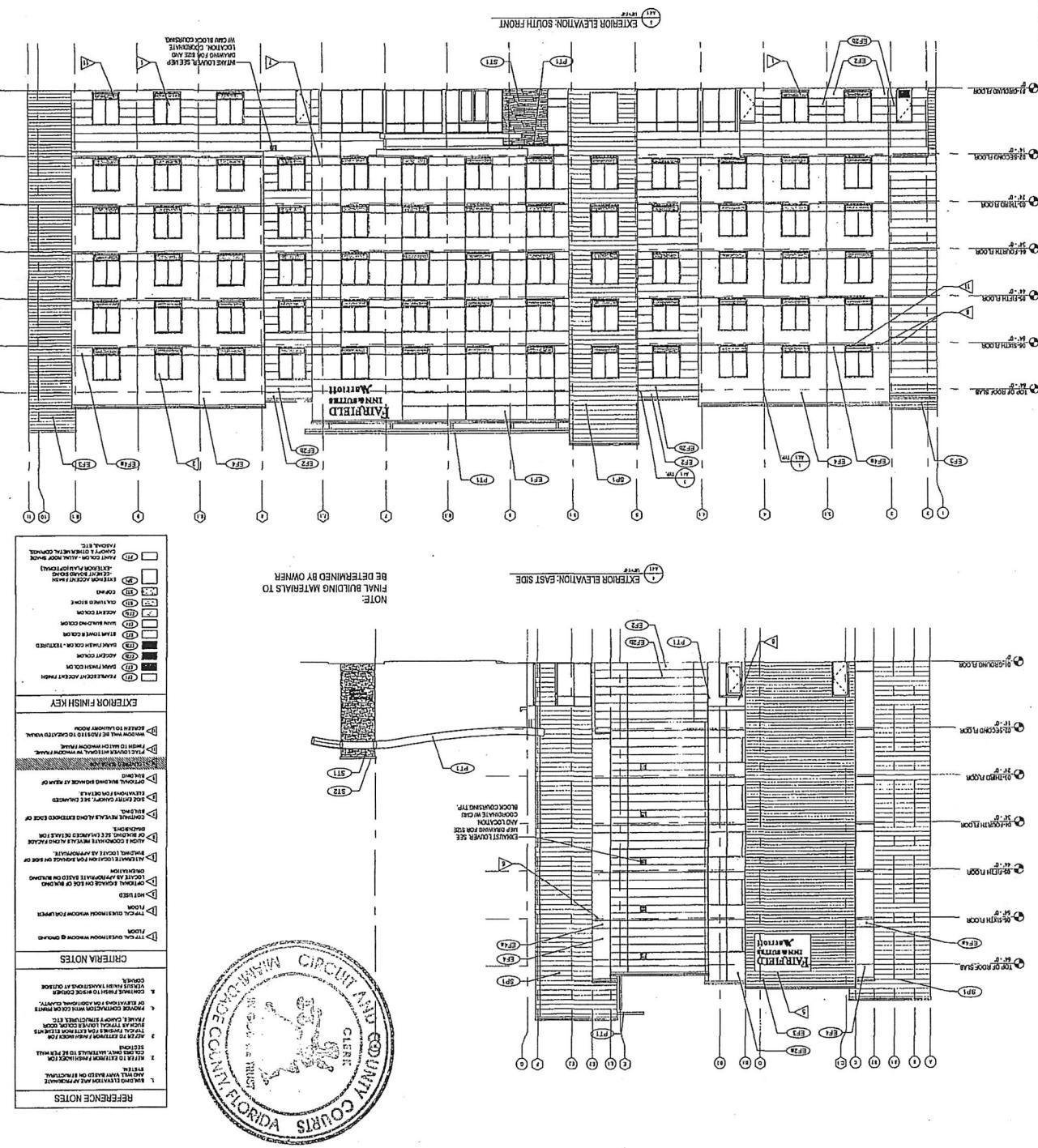
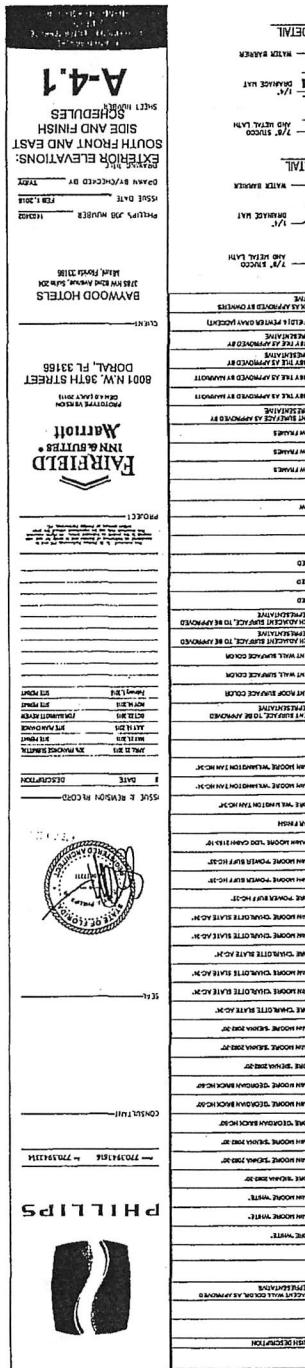
Prepared by:

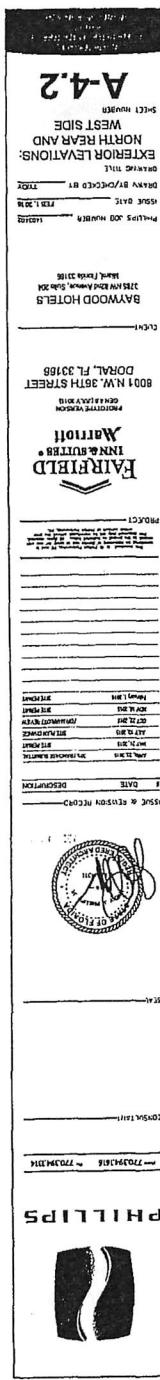
Date:

Signature:

Stamp:

Date:





A-4.2

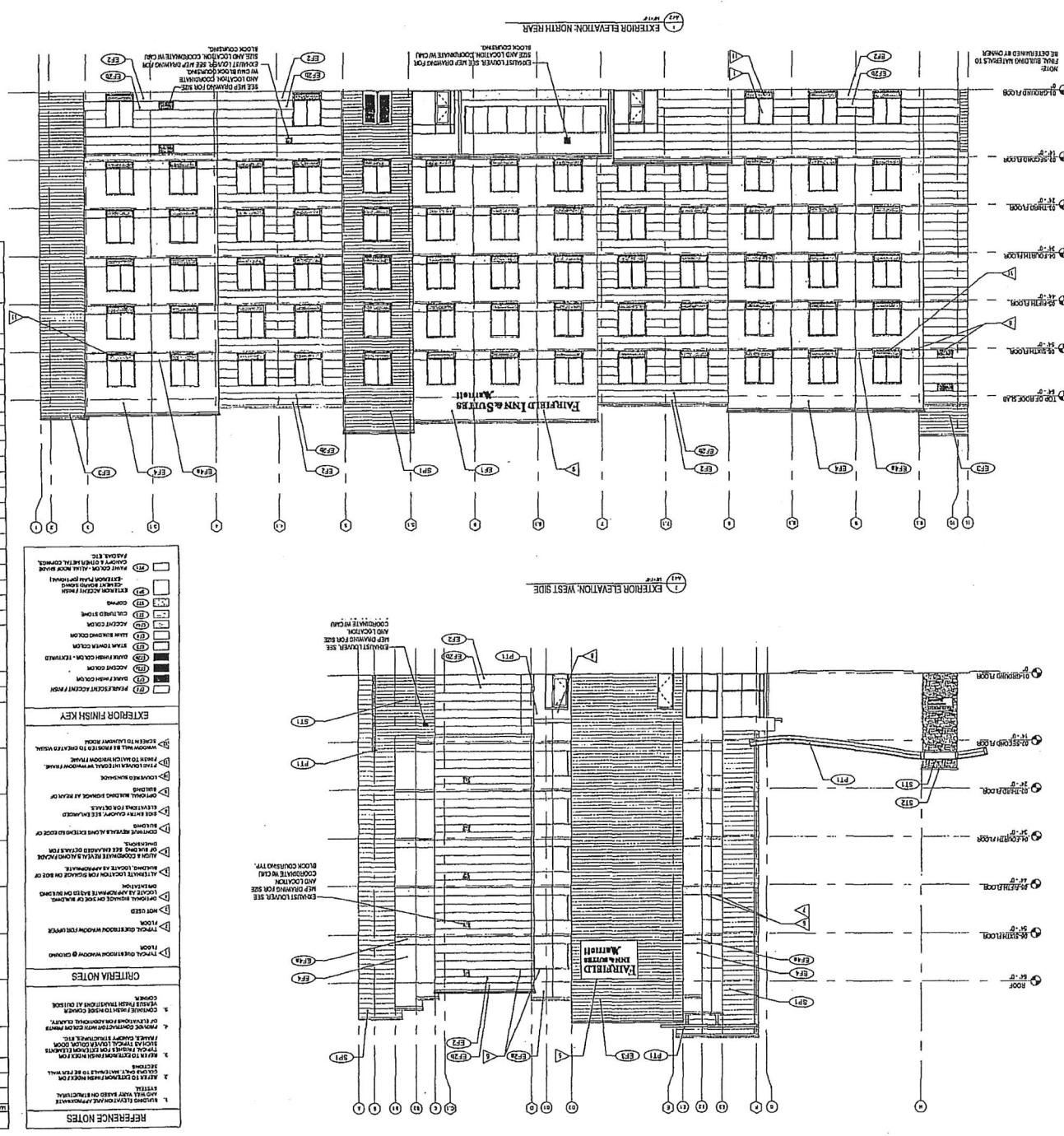
1

1051

八三

A grid of 16 numbered boxes for marking responses to questions 11-16. The boxes are arranged in four rows and four columns. Each box contains a number from 11 to 16, with a small square for marking a response.

三



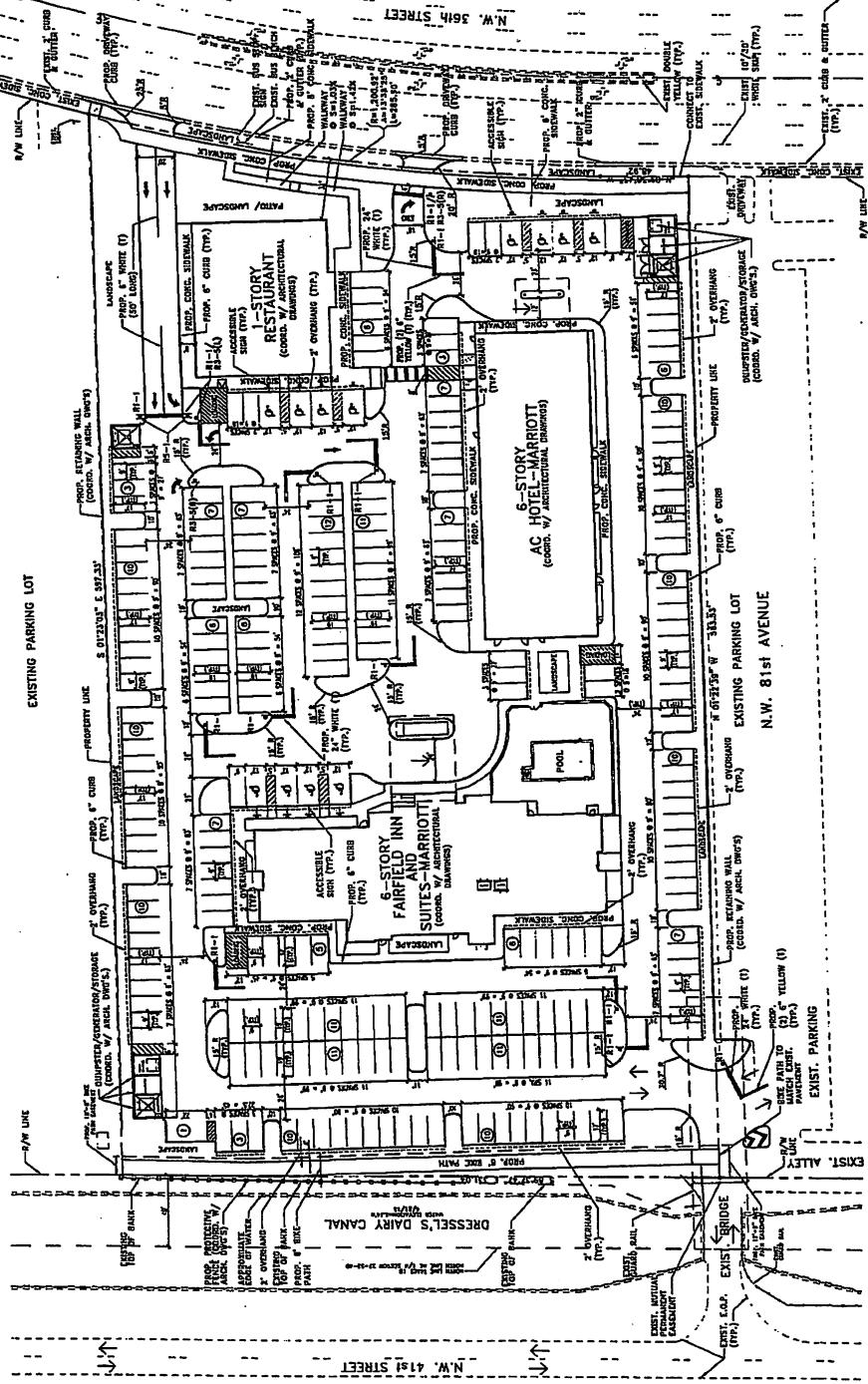


EIGEN-LEGEND

WORLD Signs to be mounted on ocean-away U-channel posts
with bottom of letter "Z" above finished edge.

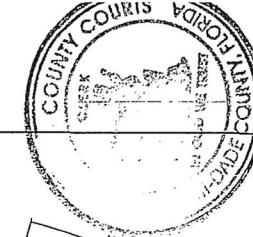


EXISTING PARKING LOT



LAYOUT PLAN

Layout Plan



CES

CONSULTING ENGINEERING & SCIENCE, INC.
1919 N. KENDALL DRIVE SUITE 300
MIAMI, FLORIDA 33132-3300 (305) 579-5350
E#-4043155

FOR THE
DRESSEL'S DAIRY CANAL
PROJECT

PRINTED

DATE

REMARK

2-01-15 SITE PLAN SUBMITTAL

3-16-15 SITE PLAN APPROVAL

6-02-15 FOR CLIENT REVIEW

8-12-15 SITE PLAN SUBMITTAL

DORAL HOTELS
8001 N.W. 36TH STREET
DORAL, FLORIDA 33166

BAYWOOD HOTELS
3785 N.W. 82ND AVENUE, SUITE 204
DORAL, FLORIDA 33160
(305) 747-5153

PAVING-GRADING- DRAINAGE PLAN AND NOTES

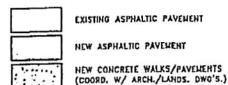
DRAWN BY: G.G.C.
CHECKED BY: N.H.O.
APPROVED BY: N.H.O.
DATE: 05-15-15
PROJECT NO.: 150525
REVISIONS:

1-16-15 LAKELAND CITY/COUNTY COMMISSIONER
18-16-15 LAKELAND CITY COMMISSIONER
SCALE: AS SHOWN
SHEET NUMBER:

C-3

3 OF 6

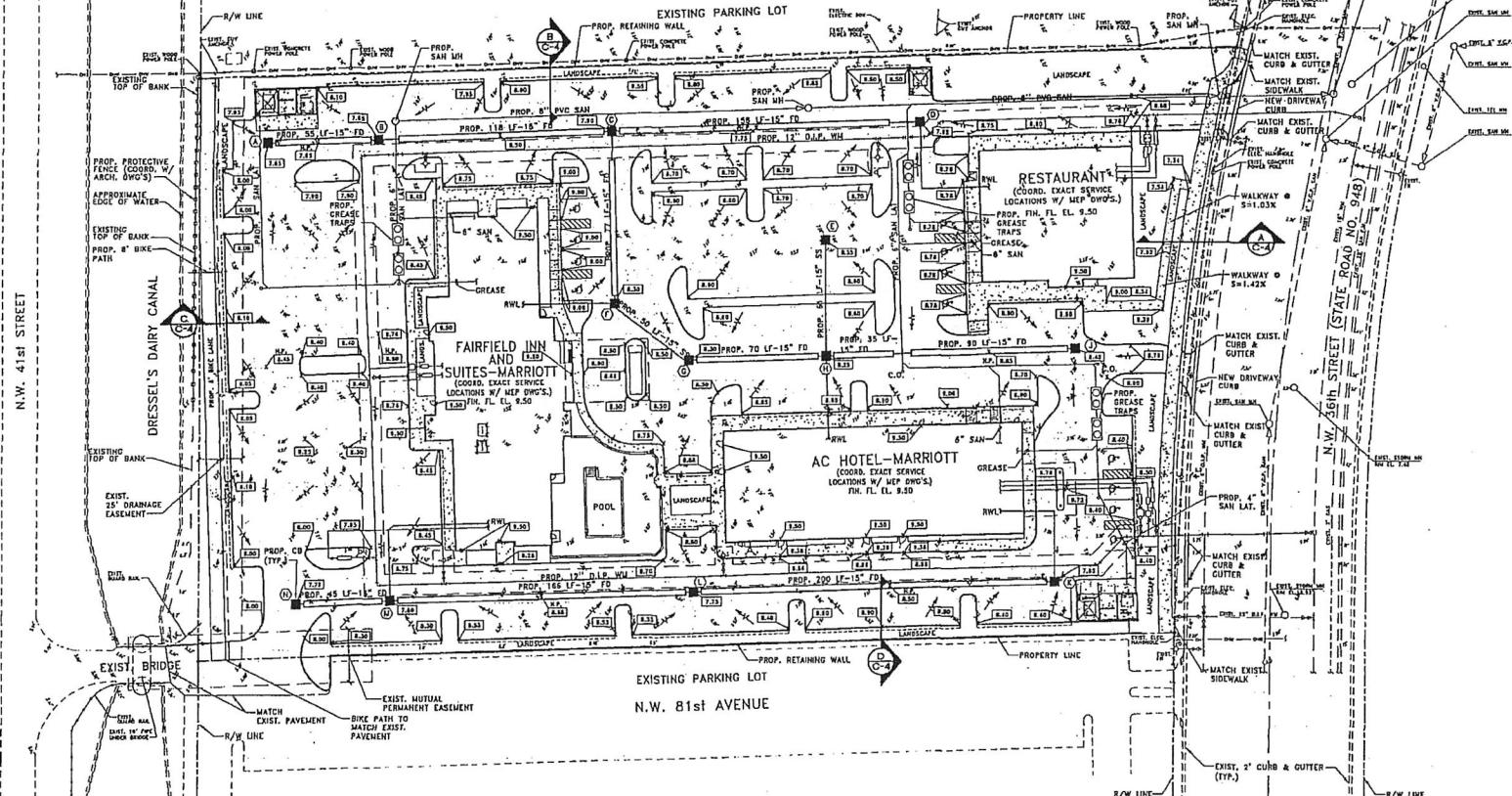
LEGEND



PAVING-GRADING-DRAINAGE NOTES

1. UNLESS OTHERWISE NOTED, ALL EXISTING IMPROVEMENTS WITHIN THE PROJECT LIMITS INCLUDING, BUT NOT LIMITED TO, STRUCTURES, SLABS, PAVEMENTS, DRAWDGE FACILITIES AND OTHER FACILITIES SHALL BE REPAVED OR RESTRUCTURED AS NECESSARY.
2. GRADE SURFACE OF ALL EXCAVATED, FILLING, SHAPING AND SLOPING NECESSARY FOR THE CONSTRUCTION, PREPARATION AND COMPLETION OF ALL SUBGRADES SHOULDERS, SLOPES, INTERSECTIONS, PAVEMENTS AND OTHER AREAS, ALL IN ACCORDANCE WITH THE ALLEGATIONS AND GRADES SHOWN IN THESE DRAWINGS.
3. DRAWDGE STRUCTURES SHALL BE AS DETAILED IN THESE DRAWINGS. DRAWDGE PIPE TO BE HIGH DENSITY CORRUGATED POLYETHYLENE (HDPE).
4. WHERE APPLICABLE, SAWCUT ALL PAVEMENT EDGES WHERE EXISTING PAVEMENT IS TO REMAIN.
5. CONCRETE CURB, SIDEWALK AND SLABS SHALL CONSIST OF 3,000 PSI PORTLAND CEMENT CONCRETE, AS SHOWN IN THESE DRAWINGS.
6. ALL REINFORCING, ALL SIZES, SHALL CONFORM TO ASTM A615, GRADE 60.
7. ALL EXPOSED CONCRETE SURFACES SHALL RECEIVE A LIGHT BROOM FINISH, UNLESS OTHERWISE DIRECTED.
8. TESTING LABORATORY SHALL BE RECOMMENDED BY THE CONTRACTOR TO VERIFY SPECIFIED COMPACTED DENSITY AND CONCRETE STRENGTH. FAILURE OF ANY TESTING TO MEET SPECIFIED REQUIREMENTS SHALL BE DEEMED NON-COMPETING.
9. 11. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ALL DISTURBED EXISTING MULCH COVERS, VALVE BOXES, BLOW-OFF RISERS, ETC. TO NEW ELEVATIONS, AS REQUIRED, WHETHER SPECIFICALLY SHOWN ON DRAWINGS OR NOT.

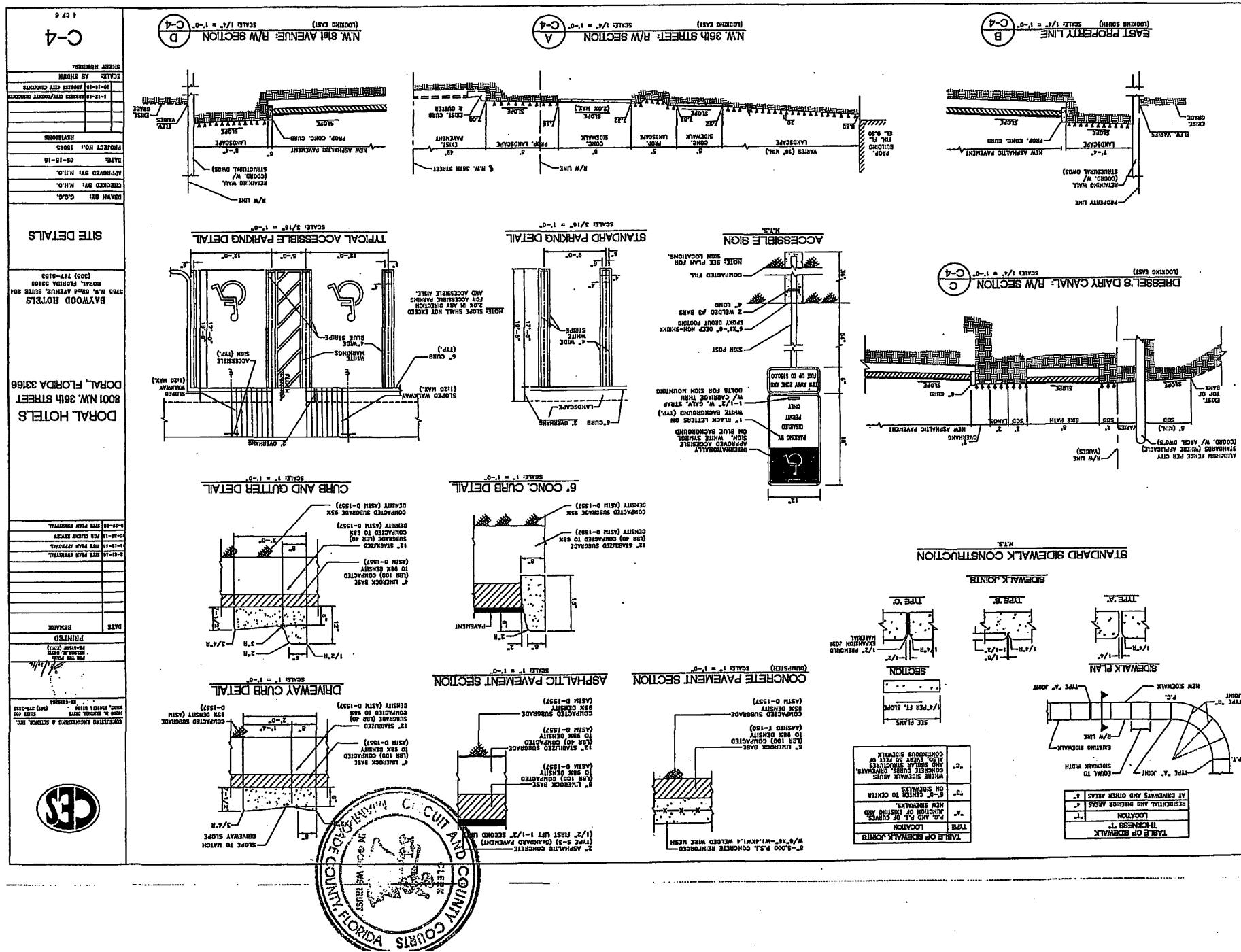
1. SEE SITE SURVEY FOR ADDITIONAL EXISTING SPOT ELEVATIONS.



PAVING-GRADING-DRAINAGE PLAN

SCALE: 1" = 30'

Avoid Obstruction by Sunshine811.com
Sunshine811.com



STORMWATER POLLUTION PREVENTION PLAN (SWPPP) NOTES

A. GENERAL NOTES

1. ENVIRONMENTAL CONTROL FEATURES AS PROVIDED IN PLANS ARE TO BE INSTALLED AT ALL AREAS OF EXCAVATION OR FILL FOR DRAINAGE SYSTEM OR STRUCTURE CONSTRUCTION PRIOR TO SUCH EXCAVATION OR FILL.
2. ALL ENVIRONMENTAL CONTROL FEATURES ARE TO BE MAINTAINED THROUGHOUT THE LIFE OF THE PROJECT IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS. THE CONTRACTOR MUST ENSURE THAT ALL EROSION CONTROL FEATURES FUNCTION PROPERLY AT ALL TIMES.
3. ALL EROSION AND MATERIAL DEPOSITS MUST BE CONTAINED WITHIN THE PROJECT LIMITS.
4. CONTRACTOR'S SUBMITTALS: THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THE FOLLOWING ITEMS TO FLEP IN ORDER FOR THE NCDES PERMIT TO BE PROCESSED:
 - a. IF THE SWPPP IS ADAPTED BY THE CONTRACTOR, THE SWPPP SHEETS AND OTHER PLAN SHEETS SHALL BE INCLUDED IN THE NOTICE OF REQUEST (NOR) SUBMITTAL. THE CONTRACTOR MAY ELECT TO SUBMIT A REVISED SWPPP THAT IS IN COMPLIANCE WITH THE STORM WATER REGULATIONS AT 40 CFR 122.5(e)(4) AND THIS SECTION OF THE STANDARDS.
 - b. SIGNED CONTRACTOR CERTIFICATION FORM (3), THESE FORMS MUST BE SIGNED BY BOTH THE PRIME CONTRACTOR AND SUB-CONTRACTOR (IF APPLICABLE) PERFORMING SOIL-DISTURBING ACTIVITIES.
 - c. STABDOS AREAS, STOCKPILE LOCATIONS AND STABILIZATION PRACTICES.
 - d. EROSION CONTROL METHOD AND SEQUENCING.
 - e. DEWATERING PLANS AND PUMPING CAPACITIES.
5. NO SOIL DISTURBING ACTIVITIES CAN BE CONDUCTED UNTIL THE NCDES PACKAGE HAS BEEN MADE TO THE FLEP. THE CONTRACTOR'S UPDATED SWPPP MUST ALSO RECEIVE APPROVAL FROM FLEP PERmits Office prior to implementation.
6. DITCH BOTTOM INLETS SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL PROJECT IS COMPLETE. ELEVATION OF GROUND OUTSIDE INLET TOP SHALL NOT BE HIGHER THAN INLET TOP. ROCK BAGS SHALL BE INSTALLED AROUND INLET FROM CUTTER AREAS.
7. CURB INLETS ALSO SHALL BE PROTECTED FROM SEDIMENT INTAKE UNTIL THE PROJECT IS COMPLETE. ALL FILLED EMBANKMENT AND GRADE AREAS SHALL BE PROTECTED AGAINST EROSION BY METHODS STATED IN "SECTION 104" FOOT STANDARD SPECIFICATIONS FOR BRIDGE AND ROAD CONSTRUCTION.
8. STOCKPILED MATERIALS SHALL NOT BE LEFT IN EROSION PRONE AREAS UNLESS PROTECTED BY COVER AND/OR OTHER APPROPRIATE EROSION CONTROL MEASURES.
9. INSPECTION OF EROSION CONTROL MEASURES AND CONDITION OF ADJACENT PROPERTIES SHALL BE PERFORMED DAILY BY THE CONTRACTOR'S REPRESENTATIVE AND THE PROJECT ENGINEER. DEFICIENCIES MUST BE CORRECTED.
10. ANY OFFSITE SEDIMENT DISCHARGE TO A MUNICIPALLY SEPARATE STORM SEWER SYSTEM ARISING FROM THE CONTRACTOR'S ACTIVITIES SHALL HAVE EROSION CONTROLS PROVIDED FOR THOSE INLETS.
11. THE AGGREGATE LAYER OF ALL CONSTRUCTION ENTRANCE GRAVEL BEDS MUST BE AT LEAST 6 INCHES THICK. IT MUST EXTEND THE FULL WIDTH OF THE VEHICULAR INGRESS AND EGRESS AREA. THE LENGTH OF THE ENTRANCE MUST BE AT LEAST 10 FEET, WHICH IS THE TURNING RADIUS OF LARGE TRUCKS.

B. SITE DESCRIPTION

1. CONSTRUCTION ACTIVITY:

LAND DEVELOPMENT, FILLING, DRAINAGE AND UTILITY INSTALLATION, BUILDING AND ROAD CONSTRUCTION.

PROJECT LIMITS:

N.W. 41st STREET & BY A CANAL ON THE NORTH, N.W. 38th STREET ON THE SOUTH, AND PRIVATE PROPERTY ON THE EAST & WEST.

PROJECT DESCRIPTION:

LAND DEVELOPMENT AT THE DORAL HOTELS PROJECT SITE WILL INCLUDE CLEARING AND GRADING, CONSTRUCTION OF (2) HOTEL BUILDINGS, AND A RESTAURANT OUT-FARCE WITH ADDITIONAL AT-GRADE PARKING. THE PROPOSED DRAINAGE SYSTEM WILL CONSIST OF EXTRAFILL TRENCHES.

2. MAJOR SOIL DISTURBING ACTIVITIES:

CLEARING AND GRADING, EXCAVATION FOR STORMWATER FACILITIES AND OTHER UTILITIES, PLACEMENT OF FILL, CONSTRUCTION OF CONCRETE PAVING WITH FILL IN AREA OF SOLID WASTE MATERIAL, DRYING STEEL SHEET PILE RETAINING WALLS, WHERE REQUIRED.

3. TOTAL SITE AREA: 4.41 ACRES

TOTAL AREA TO BE DISCHARGED: 4.41 ACRES

4. LOCATIONS OF DRAINAGE AREAS:

SEE ATTACHED PLAN.

5. THE DRAINAGE SYSTEM FOR THIS PROJECT IS A CLOSED SYSTEM. RECEIVING WATERS IN THE EVENT OF A MAJOR STORM EVENT WILL BE A NEARBY CANAL LATITUDE AND LONGITUDE 35°48'41.64"N/80°19'39.93"W.

6. AREA OF DISCHARGE FOR THIS PROJECT IS 4.41 ACRES = 192,000 SF

7. SOILS ARE CLASSIFIED AS URBAN LAND QUALITY OF DISCHARGE IS LIMESTONE FILL AND SAND.

8. LATITUDE AND LONGITUDE OF DIRECT DISCHARGE POINT IS NOT APPLICABLE SINCE THIS IS A CLOSED SYSTEM WHICH HAS DIRECT DISCHARGE TO ADJACENT SURFACE WATERS. HOWEVER, LATITUDE AND LONGITUDE OF THIS PROJECT AS INDICATED IN THE NOR IS 23°48'36.88"N/80°19'40.33"W AND LATITUDE AND LONGITUDE OF THE NEARBY CANAL IS 23°48'41.64"N/80°19'39.93"W.

C. CONTROLS

NARRATIVE - SEQUENCE OF SOIL DISTURBING ACTIVITIES AND IMPLEMENTATION OF CONTROLS.

CONSTRUCTION OF (2) HOTEL BUILDINGS IS TO BE BOUNDARY BY A CANAL AND N.W. 41st STREET ON THE NORTH, N.W. 38th STREET (STATE ROAD 448) ON THE SOUTH, AND PRIVATE PROPERTY ON THE EAST AND WEST.

PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES, ALL EROSION CONTROLS MUST BE IMPLEMENTED.

TEMPORARY STABILIZATION:

DISTURBED AREAS ON THE SITE (E.G. EXCAVATION AT TEMPORARY RAMPS) WHERE CONSTRUCTION ACTIVITY CEASES FOR AT LEAST 21 DAYS, SHALL BE STABILIZED WITH TEMPORARY SOIL OR TEMPORARY SEEDING AND MULCHING NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA.

PERMANENT STABILIZATION:

DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY PERMANENTLY CEASES SHALL BE STABILIZED WITH SOIL NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY.

1. EROSION AND SEDIMENT CONTROLS:

- (1) STABILIZATION PRACTICES:
 - SILT FENCES
 - ROCK BAGS
 - PERMANENT SODDING, SEEDING OR SEED & MULCH
 - EROSION CONTROL FABRIC
 - ARTIFICIAL COVERING
 - BUFFER ZONES
 - PRESERVATION OF NATURAL RESOURCES

OTHER:

- (2) STABILIZATION PRACTICES:
 - SILT FENCES
 - ROCK BAGS
 - PERMANENT SODDING, SEEDING OR SEED & MULCH
 - EROSION CONTROL FABRIC
 - ARTIFICIAL COVERING
 - BUFFER ZONES
 - PRESERVATION OF NATURAL RESOURCES
- (3) EROSION PRACTICES:
 - SILT FENCES
 - ROCK BAGS
 - PERMANENT SODDING, SEEDING OR SEED & MULCH
 - EROSION CONTROL FABRIC
 - ARTIFICIAL COVERING
 - BUFFER ZONES
 - PRESERVATION OF NATURAL RESOURCES
- (4) EROSION TRAPS (DURING DE-WATERING)
 - DITCH LINES
 - SEDIMENT TRAPS (DURING DE-WATERING)
 - STREAM INLET SEDIMENT TRAP
 - STREAM OUTLET STRUCTURES
 - STREAM BANK STABILIZERS
 - STREAM SEVERS
 - VELOCITY CONTROL DEVICES
 - VERTICLE FILTER BARRIER
 - RIP RAP

2. DESCRIPTION OF STORM WATER MANAGEMENT:

THE STORMWATER MANAGEMENT SYSTEM CONSISTS OF CATCH BASINS, GUTTER DRAINS, AND STORM SEWERS THAT CONVEY WATER INTO THE EXTRAFILL TRENCHES THAT TREAT THE WATER QUALITY AND CONTAIN WATER QUANTITY REQUIREMENT.

3. OTHER CONTROLS:

- (1) WASTE DISPOSAL
 - IN APPROVED OFFSITE AREAS PROVIDED BY THE CONTRACTOR.
- (2) OFFSITE VEHICLE TRACKING
 - HAUL ROADS BAFFLED FOR DUST CONTROL
 - HAUL ROADS COVERED WITH TARPON
 - EXCESS DIRT ON ROAD REMOVED DAILY
 - STABILIZED CONSTRUCTION ENTRANCE

OTHER:

- (1) SANITARY WASTE:
 - ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE TOILETS AS NECESSARY OR AS REQUIRED BY LOCAL REGULATION OF A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR.

- (2) FERTILIZERS AND PESTICIDES:
 - FERTILIZER TO BE APPLIED IN THE MINIMUM AMOUNTS RECOMMENDED BY THE MANUFACTURER. ONCE APPLIED, FERTILIZER MUST BE WORKED INTO THE SOIL TO LIMIT EXPOSURE TO STORMWATER. IF STORED ON-SITE, STORAGE WILL BE IN COVERED SHED. THE CONTENT OF ANY PARTIALLY USED BAGS OF FERTILIZER WILL BE TRANSFERRED TO A STURDY PLASTIC BAG TO AVOID SPILLS.

- (3) NON-STORM WATER DISCHARGE (INCLUDING SPILL RESPONSE):
 - THE CONTRACTOR IS RESPONSIBLE FOR SPILL RESPONSE TO MAHOGANY COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION. NO NON-STORMWATER DISCHARGE IS ANTICIPATED. IN THE EVENT THAT DEWATERING IS REQUIRED, CONTRACTOR TO SECURE ALL APPLICABLE DEWATERING PERMITS.

- (4) APPROVED STATE, LOCAL PLANS, OR STORM WATER PERMITS:
 - CITY OF DORAL BUILDING DEPARTMENT, MAHOGANY COUNTY REC, AND FLORIDA DEPARTMENT OF TRANSPORTATION.

D. MAINTENANCE

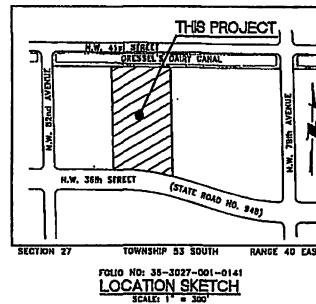
- ITEM
 - SILT FENCES
 - ROCK BAGS

Maintenance:
CONSTRUCTION ENTRANCE
GRAVEL BED
MAINTENANCE OF CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN PROPER WORKING ORDER AT ALL TIMES DURING CONSTRUCTION.
IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF BEING NOTED IN CONTRACTOR'S DAILY INSPECTION REPORT.

WHEN THE CONSTRUCTION ENTRANCE GRAVEL BEDS BECOME LOADED WITH SEDIMENTS, NEWWORK BEDS TO REDUCE SEDIMENT LOAD AND RE-ESTABLISH EFFECTIVENESS OF THE GRAVEL BEDS.

E. INSPECTION

THE CONTRACTOR SHALL INSPECT ALL EROSION CONTROL FEATURES AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM OR GREATER. IN ADDITION, A DAILY REVIEW OF THE LOCATION OF SILT FENCES SHALL BE MADE IN AREAS WHERE CONSTRUCTION ACTIVITIES HAVE CHANGED THE NATURAL CONTOUR AND DRAINAGE RUMPS. IN ORDER TO ENSURE THAT SILT FENCES AND OTHER EROSION CONTROL DEVICE ARE PROPERLY LOCATED AND MAINTAINED, THE CONTRACTOR SHALL USE THE DAILY INSPECTION REPORTS AS A CHECKLIST OF INSPECTION FINDINGS AND CORRECTIVE ACTIONS TAKEN AS A RESULT OF THE INSPECTION. EACH INSPECTION REPORT SHALL BE SIGNED AND SUBMITTED WEEKLY TO THE PROJECT ENGINEER. IF A REPAIR IS NECESSARY, IT WILL BE INITIATED WITHIN 24 HOURS OF BEING NOTED IN CONTRACTOR'S INSPECTION REPORT.



| | |
|--------------|--|
| FOR THE FIRM | CONSULTING ENGINEERING & SCIENCE, INC. |
| BY | EDWARD R. KIRKILL, P.E. |
| DATE | 02-01-2018 |
| REMARK | |

DORAL HOTELS
8001 NW. 36th STREET
DORAL, FLORIDA 33166

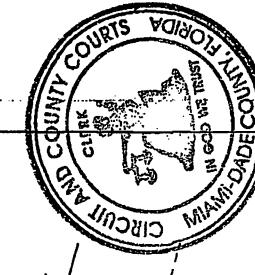
BAYWOOD HOTELS
3725 NW. 82nd AVENUE, SUITE 204
DORAL, FLORIDA 33166
(305) 747-6165

STORMWATER POLLUTION PREVENTION NOTES

| | |
|----------------|-------------------------|
| DRAWN BY: | G.O.G. |
| CHECKED BY: | H.J.O. |
| APPROVED BY: | H.J.O. |
| DATE: | 02-18-18 |
| PROJECT NO.: | 150202 |
| REVISIONS: | |
| 100-10-10 | AMENDMENT CITY CONCRETE |
| SCALE: | AS SHOWN |
| STREET NUMBER: | |

SWPPP-1

5 of 6



The CES logo is located in the bottom right corner of the page. It consists of the letters "CES" in a bold, sans-serif font, enclosed within a thick oval border.

CONSULTING ENGINEERING & SCIENCE, INC.
18730 N. KERKHOFF, BURKE
SEATTLE, WASHINGTON 98178 (206) 378-6444

DORAL HOTELS
8001 N.W. 36th STREET
DORAL, FLORIDA 33166

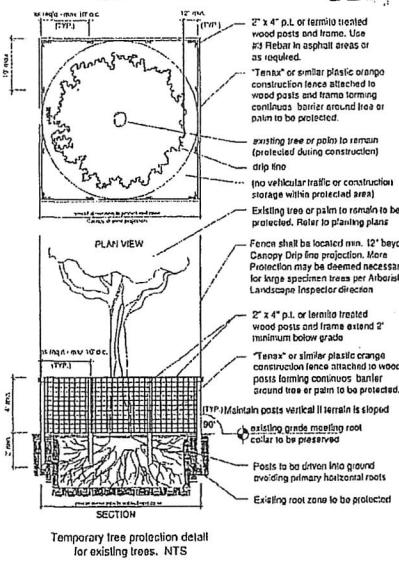
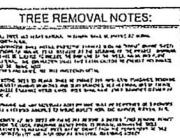
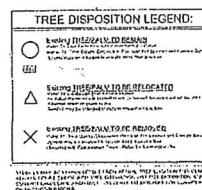
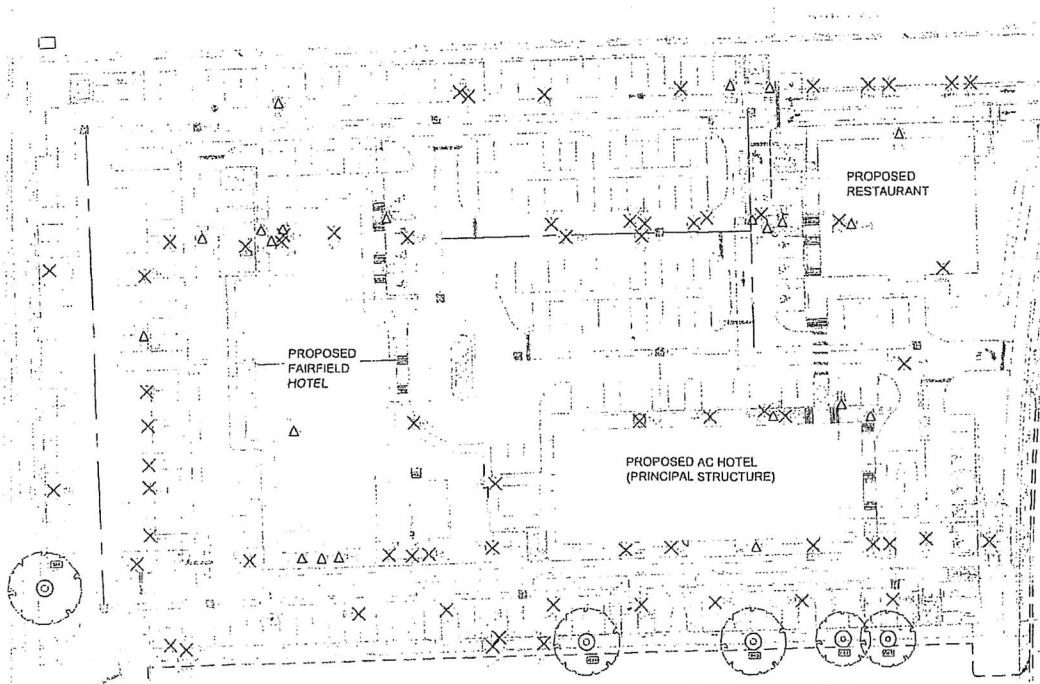
BAYWOOD HOTELS
3785 N.W. 82nd AVENUE, SUITE 20
DORAL, FLORIDA 33166
(305) 747-8153

| | |
|---|---------------|
| STORMWATER POLLUTION PREVENTION PLAN | |
| DRAWN BY: | G.C.G. |
| CHECKED BY: | N.H.O. |
| APPROVED BY: | H.N.D. |
| DATE: | 05-16 |
| PROJECT NO.: | 15- SILHHS |
| 1-12: <i>REDACTED</i> CITY/COUNTY CLOUDS | |
| 13-14: <i>REDACTED</i> ADDRESS CITY CLOUDS | |

SWPPP-2

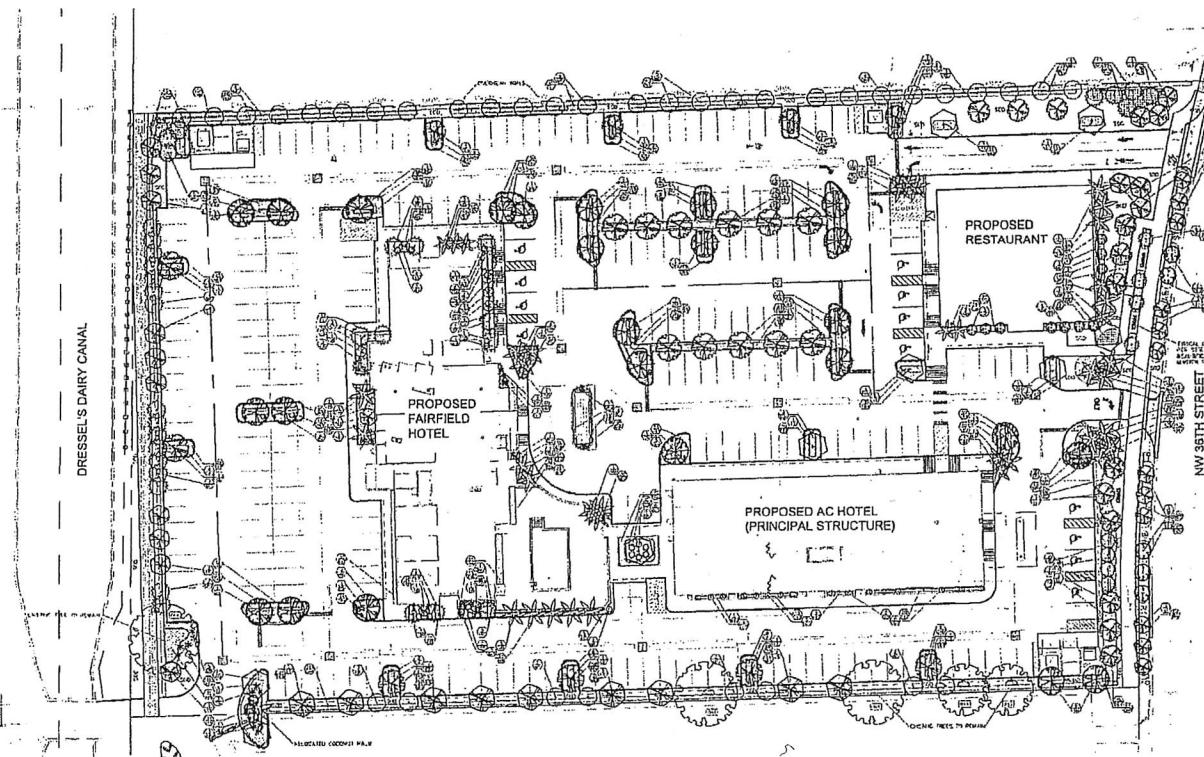


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TREE DISPOSITION TABLE

| PROJECT # 090100 | PROJECT NAME: Doral Hotel | LBS/LF | DISPOSITION | | | REMARKS |
|------------------------|------------------------------|--------|-------------|----|--------|-----------------------|
| | | | DC | FL | INCHES | |
| 1. ADOBE PALM | "Chrysalidocarpus lutescens" | 32 | 72 | 12 | 24 | REMOVAL FOR SITE PREP |
| 2. ADOBE PALM | "Chrysalidocarpus lutescens" | 14 | 12 | 12 | 24 | REMOVAL |
| 3. ADOBE PALM | "Chrysalidocarpus lutescens" | 12 | 18 | 12 | 24 | REMOVAL |
| 4. ADOBE PALM | "Chrysalidocarpus lutescens" | 12 | 18 | 12 | 24 | REMOVAL |
| 5. ADOBE PALM | "Chrysalidocarpus lutescens" | 12 | 18 | 12 | 24 | REMOVAL |
| 6. ADOBE PALM | "Chrysalidocarpus lutescens" | 12 | 18 | 12 | 24 | REMOVAL |
| 7. BLACKJONE | "Brahea armata" | 76 | 42 | 30 | 60 | REMOVAL |
| 8. BLACKJONE | "Brahea armata" | 34 | 48 | 45 | 12 | REMOVAL |
| 9. BLACKJONE | "Brahea armata" | 34 | 48 | 45 | 12 | REMOVAL |
| 10. BLACKJONE | "Brahea armata" | 34 | 48 | 45 | 12 | REMOVAL |
| 11. BLACKJONE | "Brahea armata" | 34 | 48 | 45 | 12 | REMOVAL |
| 12. BLACKJONE | "Brahea armata" | 34 | 48 | 45 | 12 | REMOVAL |
| 13. BLACKJONE | "Brahea armata" | 34 | 48 | 45 | 12 | REMOVAL |
| 14. BLACKJONE | "Brahea armata" | 34 | 48 | 45 | 12 | REMOVAL |
| 15. BLACKJONE | "Brahea armata" | 34 | 48 | 45 | 12 | REMOVAL |
| 16. BLACKJONE | "Brahea armata" | 34 | 48 | 45 | 12 | REMOVAL |
| 17. BLACKJONE | "Brahea armata" | 34 | 48 | 45 | 12 | REMOVAL |
| 18. BLACKJONE | "Brahea armata" | 34 | 48 | 45 | 12 | REMOVAL |
| 19. BLACKJONE | "Brahea armata" | 34 | 48 | 45 | 12 | REMOVAL |
| 20. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 21. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 22. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 23. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 24. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 25. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 26. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 27. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 28. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 29. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 30. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 31. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 32. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 33. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 34. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 35. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 36. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 37. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 38. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 39. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 40. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 41. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 42. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 43. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
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| 47. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 48. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 49. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 50. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 51. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 52. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 53. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 54. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 55. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 56. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 57. CARRIZO PALM | "Coccothrinax aculeata" | 8 | 18 | 12 | 24 | RELOCATE |
| 58. SILVER BOTTLEBRUSH | "Lumnitzera racemosa" | 1 | 12 | 12 | 24 | REMOVAL FOR SITE PREP |
| 59. UNGUICULATED | "Uncaria guianensis" | 11 | 18 | 12 | 24 | REMOVAL |
| 60. UNGUICULATED | "Uncaria guianensis" | 12 | 18 | 12 | 24 | REMOVAL |
| 61. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 62. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 63. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
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| 65. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
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| 79. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
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| 86. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 87. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
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| 96. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 97. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
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| 102. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 103. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 104. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 105. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 106. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 107. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 108. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 109. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 110. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 111. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 112. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
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| 115. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 116. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 117. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 118. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 119. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
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| 121. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 122. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 123. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 124. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 125. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 126. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 127. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 128. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
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| 143. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
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| 148. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 149. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 150. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 151. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 152. MEX PALM | "Chrysalidocarpus lutescens" | 6 | 12 | 12 | 24 | REMOVAL |
| 1 | | | | | | |



LANDSCAPE LEGEND

| ZONE/PLOT # | LOT AREA (SF.) | ACRES (.1) | REMOVED | PROVIDED |
|--|------------------------|------------|---------|----------|
| OPEN SPACE | | | | |
| A. Seven feet of required Green Space, as indicated on the plan. | 1,000 SF. (10' x 100') | 0.0005 AC. | 28,415 | 41,413 |
| B. Seven feet of parking lot open space required by Article 9, as indicated on the plan. | | | 3,549 | 3,548 |
| C. Field space required 25% & 40% per paving space. | | | 10,000 | 14,007 |
| D. Field space required if building open space reduced. A + B + C. | | | | |
| LAWN AREA CALCULATION | | | | |
| A. Square feet of landscaped lawn required. | 31,626 | 44,007 | | |
| B. Building law area (foot perimeter) = 33 x 31,506= | 3,304 | 8,350 | | |
| SHADE | | | | |
| A. Number of trees required per office lot area, meeting size requirements: | | | | |
| 28' boom x 125 net lot area = | 122 | 141* | | |
| B. E.P. required Number of trees required x 10% = Variance | 33 | 30 | | |
| C. Variance required Number of trees required x 20% = Reserve | 37 | 33 | | |
| D. Total required Number of trees required = 233 x 10% Variance | | | | |
| E. Street tree required (double row) across street (maximum coverage of 25' o.c.) 323 Street foot along street / 25' = | 13 | 12 | | |
| F. Total required trees (A+C+D+E) | 375 | 158 | | |
| NOTES | | | | |
| A. Variance or shade required Number of trees required x 10% = | 120 | 211 | | |
| B. Variance shade required Number of shade required x 20% = | 165 | 165 | | |
| * indicates Existing trees | | | | |

CITY OF DORAL LANDSCAPE REQUIREMENTS

| ZONING DISTRICT | OFFICE | O-1 |
|---|-------------------------|----------|
| LAND USE | REQUIRED | PROVIDED |
| PARKING LOT-118,233 SF. (10% min. Landscaped) | 11,015 SF. 11,373 SF. | |
| Buffrwyrd Design Type (I) SCOTT PROPERTY | | |
| WIDHT (IN FEET) | 19 | |
| SHADE TREES | 9 | 12 |
| UNDERSTORY TREES | 9 | 17 |
| SHRUBS | 100 | 302 |
| Buffrwyrd Design Type (II)-EAST PROPERTY | | |
| WIDHT (IN FEET) | 5 | 8 |
| SHADE TREES | 11 | 15 |
| OVERHEAD WIRES | | |
| UNDERSTORY TREES | 22 | 26 |
| SHRUBS | 130 | 462 |
| Buffrwyrd Design Type (II)-WEST PROPERTY | | |
| WIDHT (IN FEET) | 5 | 6 |
| SHADE TREES | 11 | 15 |
| UNDERSTORY TREES | 11 | 11 |
| SHRUBS | 133 | 240 |
| Buffrwyrd Design Type (II)-NORTH PROPERTY | | |
| WIDHT (IN FEET) | 5 | 5.5 |
| SHADE TREES | 7 | 10 |
| UNDERSTORY TREES | 7 | 6 |
| SHRUBS | 66 | 132 |

PLANT LIST

| KEY | QUANTITY | PLANT NAME AND SPECIFICATION |
|-------|----------|---|
| H BS | 6 | Sabicea guadalupensis (Cocobolo tree) 6' tall, 4' wide, 10' canopy, trunk dia. 4" |
| H CE | 10 | Centrosema marginatum (Brazil Butterweed) 8' tall, 4' wide, 8' canopy, trunk dia. 2" |
| H CLX | 8 | Dioscorea c. (Cocoyam) 10' tall, 4' wide, 6' canopy, trunk dia. 3" |
| H DR | 2 | Datura metel (Datura) 12' tall, 4' wide, 10' canopy, trunk dia. 3" |
| H LI | 12 | Euphorbia tirucalli (Medicinal palm) 8' tall, 4' wide, 10' canopy, trunk dia. 2" |
| H LL | 8 | Ipomoea pes-caprae (Red Turnera) 8' tall, 4' wide, 10' canopy, trunk dia. 2" |
| H LC | 11 | Ipomoea batatas (Sweet Potato) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| L S | 21 | Lippia ligustrina (Lipstick bush) 6' tall, 4' wide, 8' canopy, trunk dia. 2" |
| L W | 35 | Lippia ligustrina (Lipstick bush) 6' tall, 4' wide, 8' canopy, trunk dia. 2" |
| H QY | 13 | Millettia pinnata (Bignon) 14' tall, 6' wide, 10' canopy, trunk dia. 3" |
| H SU | 2 | Santolina chamaecyparissus (Feverfew) 4' tall, 4' wide, 10' canopy, trunk dia. 1" |
| H SP | 21 | Solanum elaeagnifolium (Solanum) 6' tall, 4' wide, 10' canopy, trunk dia. 2" |
| H SP | 22 | Solanum betaceum (Potato Leaf Solanum) 10' tall, 5' wide, 10' canopy, trunk dia. 2" |
| SS | 1 | Tecoma stans (Yellow Bell Flower) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| TH | 1 | Thespesia populnea (Tissue Cloth Tree) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| HM IR | 4 | Tournefortia argentea (Tin Whistle Tree) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| TT | 7 | Trachelospermum jasminoides (Star Jasmine) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| VL | 38 | Vitis vinifera (Grape) 8' tall, 4' wide, 10' canopy, trunk dia. 2" |

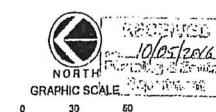
SHRUBS & GROUNDCOVERS

| KEY | QUANTITY | PLANT NAME AND SPECIFICATION |
|-------|----------|---|
| ALP | 11 | Arcilla pumila (Red Clover) 4' tall, 2' wide, 6' canopy, trunk dia. 1" |
| ALV | 11 | Zizaniopsis miliacea (Milo grass) 4' tall, 2' wide, 6' canopy, trunk dia. 1" |
| ANH | 85 | Euphorbia heterophylla (Poinsettia) 4' tall, 4' wide, 10' canopy, trunk dia. 2" |
| BRU | 2 | Calystegia sepium (Bindweed) 30' tall, 10' wide, 10' canopy, trunk dia. 2" |
| CHF | 1 | Gardenia jasminoides (Gardenia) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| CM | 23 | Citrus reticulata (Citrus tree) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| CPA | 10 | Cyrtosia septentrionalis (Dwarf Orchid) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| DKA | 2 | Drimys winteri (Winter's Bark) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| H EDU | 14 | Endlicheria paniculata (Panic Grass) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| FEI | 34 | Tournefortia argentea (Tin Whistle Tree) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| GM | 202 | Gardenia jasminoides (Gardenia) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| H HYD | 185 | Rosa rugosa (American Rose Shrub) 24' tall, 12' wide, 10' canopy, trunk dia. 2" |
| H KDI | 356 | Kalanchoe pinnata (Kalanchoe) 20' tall, 12' wide, 10' canopy, trunk dia. 2" |
| H JS | 330 | Juncus acutus (Sedge) 10' tall, 10' wide, 10' canopy, trunk dia. 2" |
| LAU | 160 | Lavandula angustifolia (English Lavender) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| LSL | 12 | Lysimachia punctata (Spotted loosestrife) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| LUG | 13 | Luzula pilosa (Wood Sorrel) 10' tall, 4' wide, 10' canopy, trunk dia. 2" |
| H NEO | 45 | Hordeum vulgare (Barley Grass) 12' tall, 6' wide, 10' canopy, trunk dia. 2" |
| H PFL | 182 | Passiflora quadrangularis (Passion Fruit) 12' tall, 10' wide, 10' canopy, trunk dia. 2" |
| PLU | 2 | Plumeria obtusa (Frangipani) 5' tall, 5' wide, 10' canopy, trunk dia. 2" |
| FOL | 285 | Psychotria Adonis (Psychotria) 12' tall, 8' wide, 10' canopy, trunk dia. 2" |
| XYZ | 70 | Syzygium aromaticum (Aromatic Tree) 24' tall, 12' wide, 10' canopy, trunk dia. 2" |
| TAJ | 144 | Tournefortia argentea (Tin Whistle Tree) 20' tall, 10' wide, 10' canopy, trunk dia. 2" |
| TO | 10 | Tabebuia rosea (Rosewood) 8' tall, 4' wide, 10' canopy, trunk dia. 2" |
| TRA | 805 | Tournefortia argentea (Tin Whistle Tree) 12' tall, 8' wide, 10' canopy, trunk dia. 2" |
| H HED | 161 | Vitis rotundifolia (Vineyard Grapes) 24' tall, 12' wide, 10' canopy, trunk dia. 2" |

* DENOTES HARDY SPECIES
** DENOTES HIGH DROUGHT TOLERANT SPECIES
*** DENOTES MODERATE DROUGHT TOLERANT SPECIES

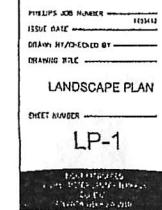
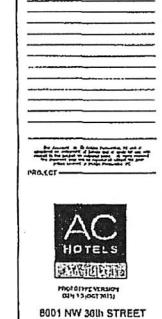
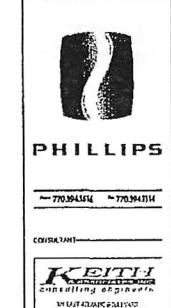
NOTES

Set to be St. Augustine Turfgrass, conductor to determine quantity. All soil and landscape to receive 100% coverage from automatic irrigation system from approved water source. Bullets will be placed for large trees and palms. Conductor is responsible for all conditions and landscape specifications referred to in this plan. Plan and specifications to be contained Contained Documents.



SCALE: 1' = 30'

PRINTED DRAWING SCALE MAY HAVE
CHANGED FROM ORIGINAL.
VERIFY SCALE USING BAR SCALE ABOVE.





CFN 2016RD713649
OR BK 30342 Pgs 3528-3547 (20Pgs)
RECORDED 12/13/2016 11:01:50
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Abraham J. Sommer, Esq.
Address: Schreibstein & Tucker, LLC
50 Corporate Center
10500 Little Patuxent Parkway, Suite #305
Columbia, Maryland 21044

(Space Reserved for Clerk of Court)

DECLARATION OF EASEMENTS AND OPERATIONAL AGREEMENTS

THIS DECLARATION OF EASEMENT AND OPERATION (the "Declaration") is made as of this 1 day of December, 2016, by Vareka Investments N.V., a corporation organized under the laws of the Netherlands Antilles and now existing under the laws of Curacao, and authorized to transact business in Florida as Vareka Investments Company, N.V. d/b/a Vareka Investments N.V., with an address of 9300 NW 25th Street, Doral, Florida 33172 ("Vareka"). This Declaration is intended to be the "Easement and Operating Agreement required by the Covenant Running With the Land in Lieu of Unity of Title recorded in the public records of Miami-Dade County in Official Records Book 30342 at Page 3500 (the "Covenant"). Subsequent to the recordation of the Covenant and this Declaration, Vareka intends to convey distinct and separate portions of the property described on Exhibit "A" the entirety of which constitutes the entire property subject to this Declaration (the "Property") to AC Doral, LLC, a Florida limited liability company, with an address of 3785 NW 82nd Avenue, Suite 204, Miami, Florida 33166 ("AC Doral"), and 36th Street Hospitality, LLC, a Florida limited liability company, with an address of 3785 NW 82nd Avenue, Suite 204, Miami, Florida 33166 ("36th Street")

RECITALS

A. The Property is intended to be developed as a commercial (hotel and restaurant) development to be constructed in multiple buildings and/or phases on separate parcels within the Property (each, a "Developable Parcel"). Each subsequent owner of a Developable Parcel is referred to herein as an "Owner" and the owners of all the Developable Parcels are referred to herein as "Owners".

B. The property legally described on Exhibit "B-1" (the "Vareka Parcel") is primarily intended to be initially used for the construction and operation of a restaurant.



C. The property legally described on Exhibit "B-2" (the "AC Doral Parcel") is primarily intended to be initially used for the construction and operation of an AC Hotel by Marriott.

D. The property legally described on Exhibit "B-3" (the "36th Street Parcel") is primarily intended to be initially used for the construction and operation of a Fairfield Inn and Suites by Marriott.

E. The Sections of the Property indicated as accessways, vehicular drivelanes, driveways, and parking spaces (collectively, the "Access Area") on the Layout Plan attached hereto as Exhibit "C" (the "Layout Plan" or "Site Plan") are intended to be used for vehicular and pedestrian ingress to and egress from the Developable Parcels within the Property to and from the dedicated streets and roads adjacent to the Property.

F. In order to address and comply with certain City of Doral ("Doral" or the "City") and Miami Dade County, Florida ("County") subdivision regulations, Vareka has executed the Covenant.

G. The Covenant requires that Vareka prepare and record this Declaration in connection with the development and use of the Property on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated by reference into this Declaration, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vareka agrees and covenants, for itself, its heirs, successors and assigns, as follows:

1. Grant of Easements.

(A) Access Easements. Vareka hereby grants to each subsequent Owner of a Developable Parcel, their successors and assigns, and to their respective tenants, customers, invitees, and licensees, and reserves unto itself, its successors and assigns and its tenants, customers, invitees, and licensees, non-exclusive right of travel and parking easements (the "Access Easements"):

- (i) over and across the surface of the Access Area now and hereafter constructed on such Owner's property for pedestrian and vehicular ingress to and egress from each of the Developable Parcels as well as to the dedicated streets, roads, sidewalks, walkways, bike paths, and public lands adjacent to the Property;
- (ii) for the passage of pedestrians over and across the sidewalks, walkways and other portions of the Developable Parcels designed and available to the public for such purpose; and
- (iii) for the parking of personal, service, or commercial motor vehicles across any portion of the Access Area dedicated for vehicular

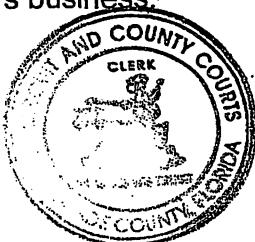


parking. For the avoidance of doubt, the easements granted hereunder mean that parking for any Developable Parcel includes any delineated parking spaces on all the Developable Parcels. Notwithstanding the foregoing, the Owner of the Vareka Parcel may designate up to 87 of the parking spaces located on Vareka Parcel for the exclusive use of the restaurant business operated on the Vareka Parcel.

(B) Utility and Foundation Easements. Vareka hereby grants to each subsequent Owner of a Developable Parcel, their successors and assigns, and reserves unto itself, its successors and assigns, non-exclusive easements for the benefit of the hotel and restaurant improvements on the Property (the "Utility and Foundation Easements," and together with the Access Easements, the "Easements":

- (i) for the demolition, removal, and replacement of any improvements existing on the Developable Parcels prior to the construction or operation of the restaurant and hotel businesses, as long as said grant does not unreasonably interfere with the operation of the respective Developable Parcel Owner's business;
- (ii) for the construction, renovation, repair, and any ancillary uses related thereto for the buildings and improvements concerning the operation of the restaurant and hotel businesses on the Developable Parcels, as long as said grant does not unreasonably interfere with the operation of the respective Developable Parcel Owner's business;
- (iii) for the installation, use, operation, maintenance, repair, replacement, relocation, and removal of utility facilities, storm water management and drainage facilities, and fire management facilities in the locations shown in the plans and specifications approved by Doral and/or the County for the development of the Developable Parcels;
- (iv) for the installation, use, maintenance, repair, replacement, and removal of footings, supports, and foundations in the locations shown in the plans and specifications approved by Doral and/or the County for the development of the Developable Parcels; and
- (v) for encroachments emanating from the buildings or improvements on the adjacent Developable Parcels including walls, fencing, retaining walls, railings, overhangs, awnings, canopies, HVAC Units or other external electrical equipment, and lighting fixtures as long as said encroachments do not unreasonably interfere with the operation of the respective Developable Parcel Owner's business.

(C) Reservations. The Owners:



- (i) reserve the right to grant easements to utility and telecommunication companies over and across their respective Developable Parcel;
- (ii) reserve the right to grant easements to public and/or private emergency services over and across their respective Developable Parcel;
- (iii) reserve the right to and intend to grant further access, parking and other easements to each other and to other entities and Associations (defined below) over and across their respective Developable Parcel (the "Other Easements");
- (iv) reserve the right to enter into appropriate agreements (the "Reciprocal Agreements") to address the maintenance and repair of the Access Area and other shared facilities described herein (the "Shared Facilities").

Any easements referenced in the Covenant and not expressly provided herein have been waived by the Director of the City of Doral Planning and Zoning Department with respect to the development of the property in substantial conformity with the Site Plan entitled "Baywood Hotels (AC Hotels Marriott)", as prepared by Phillips, consisting of 21 sheets, dated stamped received October 5, 2016 (the "Plan"). The Owners acknowledge and agree that in the event of development of the Property which is not in substantial conformity with the Plan, that additional easements may be required by the City.

2. **Reservations/Cooperation.** Vareka reserves unto itself, and its successors and assigns (including subsequent Owners of the Developable Parcels), the right and privilege of (i) using and granting to others any and all rights in and to the portion(s) of the Property owned by such Owner for any purpose not inconsistent with the Easements, (ii) realigning, reconfiguring, and/or relocating, from time to time, at its/their sole cost and expense, all or any portion of the Easements so long as such realignment, reconfiguration, or relocation complies with the requirements of applicable governmental authorities and does not materially and adversely affect the Easements granted herein and (iii) using and occupying, and granting to others the right to use and occupy, the surface of and airspace over and subsurface of and under the Property, to the extent such use and occupation does not materially and adversely interfere with the Easements granted herein. The Owners will reasonably cooperate with each other in connection with obtaining and/or renewing any permits or approvals from any governmental or quasi-governmental authorities necessary with respect to use and enjoyment of the rights herein; provided, however, nothing contained herein (A) shall grant, or be construed to grant, any other party the right to disturb, nor require removal of, any permanent structure on the Property, or (B) prevent any Owner from establishing reasonable rules and regulations with respect to the use of any portion of the Access Area located on the Developable Parcel owned by such Owner.



3. **Property Maintenance.** Unless otherwise provided in any subsequent Reciprocal Agreement, each Owner, on behalf of itself and its successors and assigns, agrees to (i) maintain and keep in good repair the portion of the Access Area, Access Easements, and Shared Facilities, if any, located on its Developable Parcel(s) (as applicable, the "**Common Area**"), (ii) keep its Common Area(s) free and clear of rubbish and obstructions of every nature, (iii) ensure the appropriate portions of the Common Areas are adequately paved for safe and effective vehicular and pedestrian travel, (iv) maintain the health and aesthetics of the landscaped portions of the Common Areas; (v) maintain artwork and supporting features, if provided on site; (vi) maintain any entrance features; (vii) provide adequate drainage and lighting for its Common Area(s) (collectively, the "**Obligations**"), which Obligations will be performed (A) at the sole cost and expense of the Owner with respect to its Common Area(s), (B) in accordance with all applicable laws, rules and regulations, (C) in a manner and to the degree consistent with other highly regarded commercial and retail developments in the City of Doral, and (D) in a manner designed to minimize interruption to and disruption of the use and operation of the Easements by the other Owners and permitted users described in **Section 1** above. Notwithstanding anything contained herein, the Owners may, from time to time, enter into Reciprocal Agreements and/or Other Easements whereby the Obligations, or portions thereof, may be shared by the Owners and/or delegated to one or more Associations (as hereinafter defined); provided, however, no such sharing or delegation shall relieve any Owner from being responsible for its Obligations with respect to its Common Area(s).

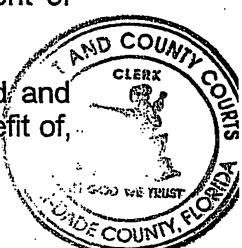
4. **Rights of Designees.** The Easements set forth in this Declaration shall benefit the parties described in **Section 1** above; provided, however, that nothing contained herein shall be deemed to be a dedication, conveyance, or grant to the public in general nor to any persons or entities except as expressly set forth herein.

5. **Severability.** If any provision of this Declaration shall be invalid or shall be determined to be void by any court of competent jurisdiction, then such provision or determination shall not affect any other provisions of this Declaration, all of which other provisions shall remain in full force and effect. It is the intention of the parties that if any provision of this Declaration is capable of two constructions, one of which would render the provision void, and the other which would render the provision valid, then the provisions shall have the meaning which renders it valid.

6. **Headings.** The headings set forth herein are merely for convenience and shall not be deemed to in any way expand or limit the interpretation of the provisions of this Declaration.

7. **Term.** This Declaration shall become effective upon recordation and shall continue for a term of 30 years from the effective date, thereafter automatically renewed for 10 year periods, unless released sooner with the written consent of the then owners of the Property with the prior approval of the Director of the City of Doral Department of Planning and Zoning.

8. **Covenant Running with the Land.** The Easements hereby granted and the requirements herein contained shall run with the land and shall inure to the benefit of,



and be binding upon, the Owners and their respective successors and assigns. Notwithstanding anything else in this Declaration to the contrary, if any portion of the Property is (i) submitted to the condominium form of ownership (each, a "Condominium Parcel") pursuant to one or more declarations of condominium (each, a "Condominium Declaration") and each association created by such declaration, a "Condominium Association", or (ii) conveyed pursuant to a deed (such deed, the "Master Association Deed" and together with each Condominium Declaration, an "Operative Instrument") to a master association (the "Master Association", and together with each Condominium Association, each an "Association") (any portion of the Property which is so submitted or conveyed, a "Transferred Parcel"), upon the recordation of each Operative Instrument, (A) the Owner(s) of the applicable Transferred Parcel shall be deemed to have assigned to the transferee (i.e., the applicable Association) its/their rights, duties and obligations under **Sections 1, 2, and 3** of this Declaration with respect to the Transferred Parcel(s) (the "Transferred Interest"), (B) the Owner(s) of the applicable Transferred Parcel shall be released from any liability relating to such Transferred Interest accruing after the recordation of the Operative Instrument, and (C) the transferee (i.e., the applicable Association) shall be deemed to have assumed all duties and obligations with respect to, and shall have the sole right and power to exercise and enforce, such Transferred Interest from and after the recordation of the Operative Instrument. For lack of doubt, nothing contained herein shall be construed to limit or restrict the use and enjoyment of the Access Easements by owners of condominium units in the Condominium Parcels and/or members of the Master Association and their respective tenants, customers, invitees, and licensees.

9. **Amendment/Release.** The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument executed by the then-Owner(s) of the Property or, with respect to the Transfer Parcels, by the transferee Association(s), as aforesaid, provided that the same is also approved by the Director of the City of Doral Planning and Zoning Department or her/his successor, in accordance with the City of Doral Code, Land Development Regulations and procedures in effect at the time. Should this Declaration be so released, amended, or modified, the Director of the City of Doral Planning and Zoning Department or her/his successor, or in the event the position of the Director of the City of Doral Planning and Zoning Department no longer exists then its equivalent, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

10. **Remedies.** Enforcement of this Declaration shall be exclusively by action at law or in equity against any parties or persons violating or attempting to violate any provision of this Declaration. 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 its attorney, at trial and appeal. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both.

11. **Further Assurances.** This Declaration shall not be more strictly construed against any one of the parties in any claim under any provisions hereto. In constructing this Declaration, the singular shall be held to include the plural, the plural



shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

WITNESSES:

Signature

Casta V. Puello

Print Name

Signature

Matthew H. Jacobson

Print Name

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

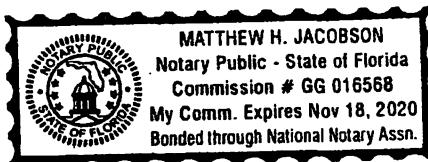
The foregoing instrument was acknowledged before me this 12 day of December,
2016, by Georgina M. Menendez, as
an Authorized Representative of
VAREKA Investments N.V., on behalf of the said
corporation and Company and for the purposes stated above. He/she
personally appeared before me, is personally known to me or produced
as identification, and [did] [did not] take an oath.

Notary:

Print Name:

Matthew H. Jacobson

[NOTARIAL SEAL]



CONSENT OF CITY OF DORAL

The undersigned consents to the foregoing Declaration of Easements and Operational Agreements and acknowledges and agrees that: (a) the foregoing Declaration complies with the requirements of the Covenant Running with the Land In Lieu of Unity of Title referenced above, and (b) pursuant to the terms contained in Paragraph 3 of the Covenant, the easements referenced in the Covenant and not provided for in this Declaration, namely items:

- (viii) easements for the attachment of buildings; and
- (xii) easements over dedicated private ring roads and access roads

are hereby waived by the Planning and Zoning Director.

CITY OF DORAL
By: 
JULIAN H. PEREZ
Planning and Zoning Director

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

I certify that on this date before me, an officer duly authorized in the State and City named above to take acknowledgements, personally appeared JULIAN H. PEREZ, known to me to be the person described in and who executed the foregoing instrument as the Planning and Zoning Director of the City of Doral, State of Florida. He acknowledged before me that he executed the foregoing instrument as the City Planning and Zoning Director on behalf of the City of Doral, Florida. He is personally known to me and did not take an oath.

Executed and sealed by me on the 9 day of December, 2016.



Notary Public, State of Florida

My commission expires:

June 2, 2017

Approved by City Attorney as
to form and legal sufficiency:


Name: Daniel A. Espino
Weiss Serota Holzman

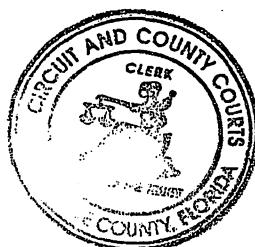
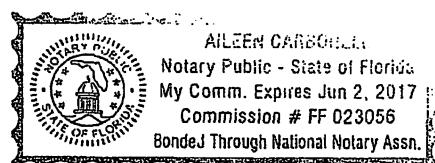


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

THE EAST 1/2 OF THE WEST 1/2 OF TRACTS 15 AND 16, SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" AS RECORDED IN PLAT BOOK 2, AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE NORTH 40 FEET OF TRACT 16 FOR MIAMI-DADE COUNTY CANAL RIGHT-OF-WAY AND LESS A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF TRACT 15 OF SAID "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" OF SECTION 27, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, SAID LESS-OUT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID TRACT 15 WITH THE WEST LINE OF THE NE 1/4 OF SAID SECTION 27; THENCE RUN SOUTH 89°38'43" EAST, ALONG THE SOUTH LINE OF SAID TRACT 15 AND ITS WESTERLY EXTENSION, FOR A DISTANCE OF 331.10 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID TRACT 15, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE TO RUN SOUTH 89°38'43" EAST, ALONG THE SOUTH LINE OF SAID TRACT 15, FOR A DISTANCE OF 331.10 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 1/2 OF SAID TRACT 15; THENCE RUN NORTH 01°23'19" WEST, ALONG THE EAST LINE OF THE WEST 1/2 OF SAID TRACT 15, FOR A DISTANCE OF 21.14 FEET TO THE POINT OF INTERSECTION WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THE CENTER OF WHICH BEARS SOUTH 13°59'42" WEST FROM SAID POINT OF INTERSECTION, SAID CURVE ALSO BEING THE NORtherly RIGHT OF WAY LINE OF NW 41st STREET, AS SHOWN ON THE MIAMI-DADE COUNTY RIGHT OF WAY MAP RECORDED IN ROAD PLAT BOOK 81, AT PAGE 24, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTHWESTERLY AND WESTERLY ALONG THE NORtherly RIGHT OF WAY LINE OF SAID NW 41st STREET AND ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1200.92 FEET, THROUGH A CENTRAL ANGLE OF 13°38'25", FOR AN ARC DISTANCE OF 285.90 FEET TO THE POINT OF TANGENCY WITH THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID TRACT 15; THENCE RUN NORTH 89°38'43" WEST, ALONG THE NORTH LINE OF THE SOUTH 55.00 FEET OF SAID TRACT 15 FOR A DISTANCE OF 48.92 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID TRACT 15; THENCE RUN SOUTH 01°23'09" EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID TRACT 15, FOR A DISTANCE OF 55.03 FEET TO THE POINT OF BEGINNING.

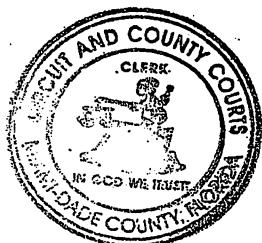
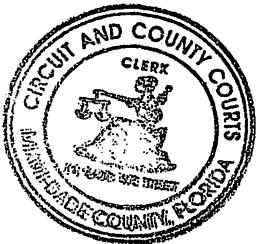


EXHIBIT B-1

Legal Description of Vareka Parcel



**PLS**

SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351**PLS**

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870

LEGAL DESCRIPTION: RESTAURANT PAD SITE

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF TRACTS 15 AND 16, IN SECTION 27, TOWNSHIP 53, RANGE 40, "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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°37'47" EAST ON THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 27, ALSO BEING THE NORTH LINE OF SAID TRACT 16, FOR 662.08 FEET; THENCE S01°23'03" EAST ON THE EAST LINE OF THE WEST 1/2 OF SAID TRACT 16 FOR 157.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH S01°23'03" EAST ON SAID EAST LINE AND CONTINUING ON THE EAST LINE OF THE WEST 1/2 OF SAID TRACT 15 FOR 480.06 FEET TO THE INTERSECTION WITH THE NORtherly RIGHT-OF-WAY LINE OF NW 36TH STREET (STATE ROAD NO. 948) AND A POINT ON THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 13°59'42" WEST THENCE WESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1200.92 FEET, A CENTRAL ANGLE OF 8°24'33", FOR AN ARC DISTANCE OF 176.26 FEET; THENCE NORTH 01°23'43" WEST ON A LINE NON-RADIAL TO THE LAST DESCRIBED CURVE 292.44 FEET; THENCE NORTH 51°50'31" EAST 81.85 FEET; THENCE NORTH 88°36'17" EAST 63.47 FEET; THENCE NORTH 01°23'43" WEST 116.70 FEET; THENCE NORTH 88°36'17" EAST 36.48 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA CONTAINING 62,370 SQUARE FEET (1.4318 ACRES), MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 53, RANGE 40 BEING SOUTH 89°37'47" EAST.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FILE: BAYWOOD HOTELS

SCALE: N/A

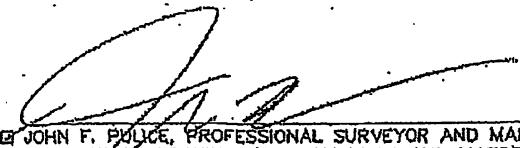
ORDER NO.: 61823-B

DATE: 09/6/16

RESTAURANT PAD SITE

DORAL, MIAMI-DADE COUNTY, FLORIDA

FOR: FAIRFIELD AC DORAL

SHEET 1 OF 2 THIS DOCUMENT IS NEITHER FULL NOR COMPLETE
WITHOUT SHEETS 1 AND 2

JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
STATE OF FLORIDA



SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870

PLS

PLS

NW 41st STREET
DRESSEL'S DAIRY CANAL

SB9'37"47"E 662.08'

POINT OF COMMENCEMENT

NW CORNER OF NE 1/4 SECTION 27-53-40

NW 82nd AVENUE

WEST LINE NE 1/4 SECTION 27-53-40

PORTION OF
WEST 1/2, WEST 1/2
TRACT 16PORTION OF
WEST 1/2, WEST 1/2
TRACT 15FLORIDA FRUIT LANDS COMPANY'S
PLAT BOOK 2, PAGE 11
NORTH LINE COMMON ACCESS
ROAD EASEMENT
O.R.B. 5176, PAGE 64

NW 81st AVENUE

WEST LINE EAST 1/2 WEST 1/2 TRACTS 15 & 16

28' CANAL MAINTENANCE
DRAINAGE EASEMENT
O.R.B. 5176, PAGE 64POINT OF
BEGINNINGN88°36'17"E
36.48'SB123°03'E
157.29'PORTION OF EAST
1/2 OF WEST 1/2
OF TRACT 16NO1°25'45"W
116.70'PORTION OF
EAST 1/2 TRACT 16N88°36'17"E
36.47'ESTD LINE WEST 1/2 TRACTS 15 & 16
SB123°03'E 480.06'PORTION OF
EAST 1/2,
WEST 1/2 OF
TRACTS 15 AND 16PORTION OF
EAST 1/2,
WEST 1/2 OF
TRACTS 15 AND 16PORTION OF
EAST 1/2 TRACT 15NW 36th STREET
(STATE ROAD NO. 948)R=1200.92'
CA=824.55"
A=176.26"

SOUTH LINE TRACT 16

NORTH RIGHT-
OF-WAY LINE

FILE: BAYWOOD HOTELS

SCALE: 1" = 120'

ORDER NO.: 61823-B

DATE: 09/6/16

RESTAURANT PAD SITE

DORAL, MIAMI-DADE COUNTY, FLORIDA

FOR: FAIRFIELD AC DORAL

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE
WITHOUT SHEETS 1 AND 2

LEGEND:

C

CENTERLINE

O.R.B.

OFFICIAL RECORDS BOOK

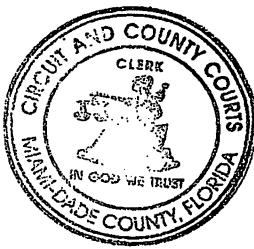
M.D.C.R.

MIAMI-DADE COUNTY RECORDS



EXHIBIT B-2

Legal Description of AC Doral Parcel.



SKETCH AND LEGAL DESCRIPTION

BY

PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870

LEGAL DESCRIPTION: AC HOTEL SITE

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF TRACTS 15 AND 16, IN SECTION 27, TOWNSHIP 53, RANGE 40, "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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°37'47" EAST ON THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 27, ALSO BEING THE NORTH LINE OF SAID TRACT 16, FOR 331.04 FEET; THENCE S01°22'39" EAST ON THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID TRACT 16 FOR 40.97 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32°14'45" EAST 71.34 FEET; THENCE SOUTH 01°23'43" EAST 206.96 FEET; THENCE NORTH 88°36'17" EAST 108.38 FEET; THENCE SOUTH 49°20'54" EAST 17.58 FEET; THENCE SOUTH 01°23'43" EAST 292.44 FEET TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NW 36TH STREET (STATE ROAD NO. 948) AND A POINT ON THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS SOUTH 05°35'09" WEST; THENCE WESTERLY ON THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1200.92 FEET, A CENTRAL ANGLE OF 5°13'52", FOR AN ARC DISTANCE OF 109.65 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°38'43" WEST CONTINUING ON SAID NORTHERLY RIGHT-OF-WAY LINE 48.93 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF TRACT 15; THENCE NORTH 01°23'43" WEST ON SAID WEST LINE AND CONTINUING ON THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID TRACT 16 FOR 562.58 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA CONTAINING 55,745 SQUARE FEET (1.2797 ACRES), MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 53, RANGE 40 BEING SOUTH 89°37'47" EAST.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FILE: BAYWOOD HOTELS

SCALE: N/A

ORDER NO.: 61823-C

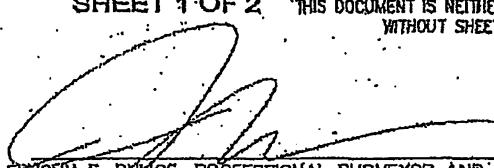
DATE: 09/6/16

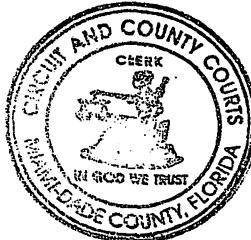
AC HOTEL SITE

DORAL, MIAMI-DADE COUNTY, FLORIDA

FOR: FAIRFIELD AC DORAL

SHEET 1 OF 2. THIS DOCUMENT IS NEITHER FULL NOR COMPLETE
WITHOUT SHEETS 1 AND 2


John F. Police, Professional Surveyor and Mapper LS2691
Beth Burns, Professional Surveyor and Mapper LS6136
State of Florida



SKETCH AND LEGAL DESCRIPTION

BY
PULICE LAND SURVEYORS, INC.5361 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870

PLS**PLS**NW 41st STREET
DRESEL'S DAIRY CANAL

SB9'37" E 331.04'

POINT OF COMMENCEMENT
NW CORNER OF NE 1/4 SECTION 27-53-40NORTH LINE TRACT 16 AND
NORTH LINE NE 1/4 SECTION 27-53-40
SOUTH LINE NORTH 40' TRACT 16POINT OF
BEGINNINGSO1'22"39"E
40.97'

S32'14"45"E 71.34'

25' CANAL MAINTENANCE
DRAINAGE EASEMENT
O.R.B. D70, PAGE 64PORTION OF
WEST 1/2, WEST 1/2
TRACT 16PORTION OF EAST 1/2 OF
WEST 1/2 OF TRACT 16PORTION OF
EAST 1/2 TRACT 16

NW 82nd AVENUE

WEST LINE NE 1/4 SECTION 27-53-40

PORTION OF
WEST 1/2, WEST 1/2
TRACT 15FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1
PLAT BOOK 2, PAGE 17
30X40' CANAL ACCESS
O.R.B. 6086, PAGE 875PORTION OF EAST 1/2,
WEST 1/2 OF
TRACTS 15 AND 16FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1
PLAT BOOK 2, PAGE 17PORTION OF
EAST 1/2 TRACT 15N89'38"43"W
48.93'R=1200.92'
CA=51°35'52"
A=109.65'RADIAL
S0535.09"N
NORTH RIGHT
OF WAY LINENW 36th STREET
(STATE ROAD NO. 948)

SOUTH LINE TRACT 16

FILE: BAYWOOD HOTELS

SCALE: 1" = 120'

ORDER NO.: 61823-C

DATE: 09/6/16

AC HOTEL SITE

DORAL, MIAMI-DADE COUNTY, FLORIDA

FOR: FAIRFIELD AC DORAL

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE
WITHOUT SHEETS 1 AND 2

LEGEND:

-  CENTERLINE
- O.R.B. OFFICIAL RECORDS BOOK
- M.D.C.R. MIAMI-DADE COUNTY RECORDS

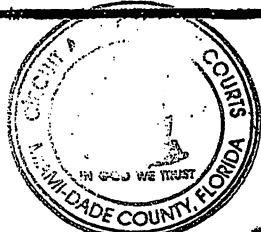


EXHIBIT B-3

Legal Description of 36th Street Parcel



SKETCH AND LEGAL DESCRIPTION

BY
PULICE LAND SURVEYORS, INC.5981 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778

E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3670

LEGAL DESCRIPTION: FAIRFIELD INN AND SUITE SITE

A PORTION OF THE EAST 1/2 OF THE WEST 1/2 OF TRACT 16, IN SECTION 27, TOWNSHIP 53, RANGE 40, "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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE SOUTH 89°37'47" EAST ON THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 27, ALSO BEING THE NORTH LINE OF SAID TRACT 16, FOR 662.08 FEET; THENCE S01°23'03" EAST ON THE EAST LINE OF THE WEST 1/2 OF SAID TRACT 16 FOR 40.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°23'03" EAST ON SAID EAST LINE 117.27 FEET; THENCE SOUTH 88°36'17" WEST 36.48 FEET; THENCE SOUTH 01°23'43" EAST 116.70 FEET; THENCE SOUTH 88°36'17" WEST 63.47 FEET; THENCE SOUTH 61°50'31" WEST 81.65 FEET; THENCE NORTH 49°20'54" WEST 17.58 FEET; THENCE SOUTH 88°36'17" WEST 108.38 FEET; THENCE NORTH 01°23'43" WEST 206.96 FEET; THENCE NORTH 32°14'45" WEST 71.34 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID TRACT 16; THENCE NORTH 01°22'39" WEST 0.95 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID TRACT 16; THENCE SOUTH 89°37'47" EAST ON SAID SOUTH LINE 331.04 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA CONTAINING 71,518 SQUARE FEET (1.6418 ACRES), MORE OR LESS.

NOTES:

- 1) BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST-1/4 OF SECTION 27, TOWNSHIP 53, RANGE 40 BEING SOUTH 89°37'47" EAST.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

FILE: BAYWOOD HOTELS

SCALE: N/A

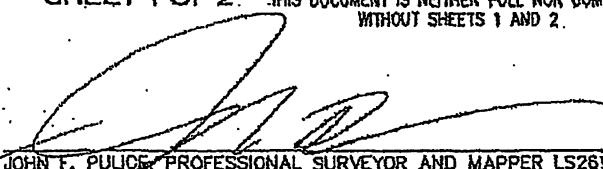
ORDER NO.: 61823-A

DATE: 09/6/16

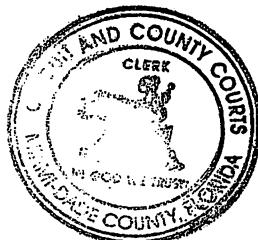
FAIRFIELD INN AND SUITE SITE

DORAL, MIAMI-DADE COUNTY, FLORIDA

FOR: FAIRFIELD AC DORAL

SHEET 1 OF 2. THIS DOCUMENT IS NEITHER FULL NOR COMPLETE
WITHOUT SHEETS 1 AND 2.


JOHN F. PULICE, PROFESSIONAL SURVEYOR AND MAPPER LS2691
 BETH BURNS, PROFESSIONAL SURVEYOR AND MAPPER LS6136
 STATE OF FLORIDA



PLS**PLS**

SKETCH AND LEGAL DESCRIPTION
BY
PULICE LAND SURVEYORS, INC.

5381 NOB HILL ROAD
SUNRISE, FLORIDA 33351

TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778
E-MAIL: surveys@pulicelandsurveyors.com CERTIFICATE OF AUTHORIZATION LB#3870

NW 41st STREET

DRESSEL'S DAIRY CANAL

POINT OF COMMENCEMENT
NW CORNER OF NE 1/4 SECTION 27-53-40

NORTH LINE TRACT 16 AND
NORTH LINE NE 1/4 SECTION 27-53-40
SOUTH LINE NORTH 40' TRACT 16

S01°23'03"E
40.02'

PORTION OF
WEST 1/2, WEST 1/2
TRACT 16

(30' X 16' COMMON ACCESS
DRAINAGE EASEMENT
O.R.B. PAGE 8806, PAGE 875)

PORTION OF EAST 1/2 OF
WEST 1/2 OF TRACT 16

POINT OF
BEGINNING

S09°37'47"E 331.04'

N01°22'39"W 0.95'

N32°14'45"W 71.34'

25' CANAL MAINTENANCE
DRAINAGE EASEMENT
O.R.B. 5776, PAGE 64

S88°36'17"W 36.48'
PORTION OF
EAST 1/2 TRACT 16

PORTION OF
WEST 1/2, WEST 1/2
TRACT 15

WEST LINE EAST 1/2 WEST 1/2 TRACTS 15 & 16
N01°23'43"W 206.96

PORTION OF
EAST 1/2, WEST 1/2
TRACT 15

PORTION OF
EAST 1/2 TRACT 15

"FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION
PLAT BOOK 2, PAGE 17, M.D.C.R.

NW 36th STREET
(STATE ROAD NO. 948)

SOUTH LINE TRACT 15

NORTH LINE
SOUTH 15.00
TRACT 15

NW 82nd AVENUE

WEST LINE NE 1/4 SECTION 27-53-40

SW 82nd AVENUE

FILE: BAYWOOD HOTELS

SCALE: 1"= 120'

ORDER NO.: 61623-A

DATE: 09/6/16

FAIRFIELD INN AND SUITE

DORAL, MIAMI-DADE COUNTY, FLORIDA

FOR: FAIRFIELD AC DORAL

SHEET 2 OF 2

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE
WITHOUT SHEETS 1 AND 2

LEGEND:

| | |
|----------|---------------------------|
| Q | CENTERLINE |
| O.R.B. | OFFICIAL RECORDS BOOK |
| M.D.C.R. | MIAMI-DADE COUNTY RECORDS |

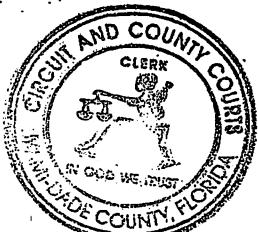
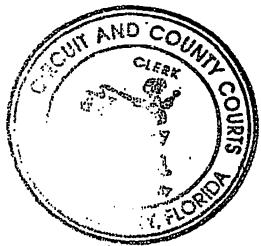
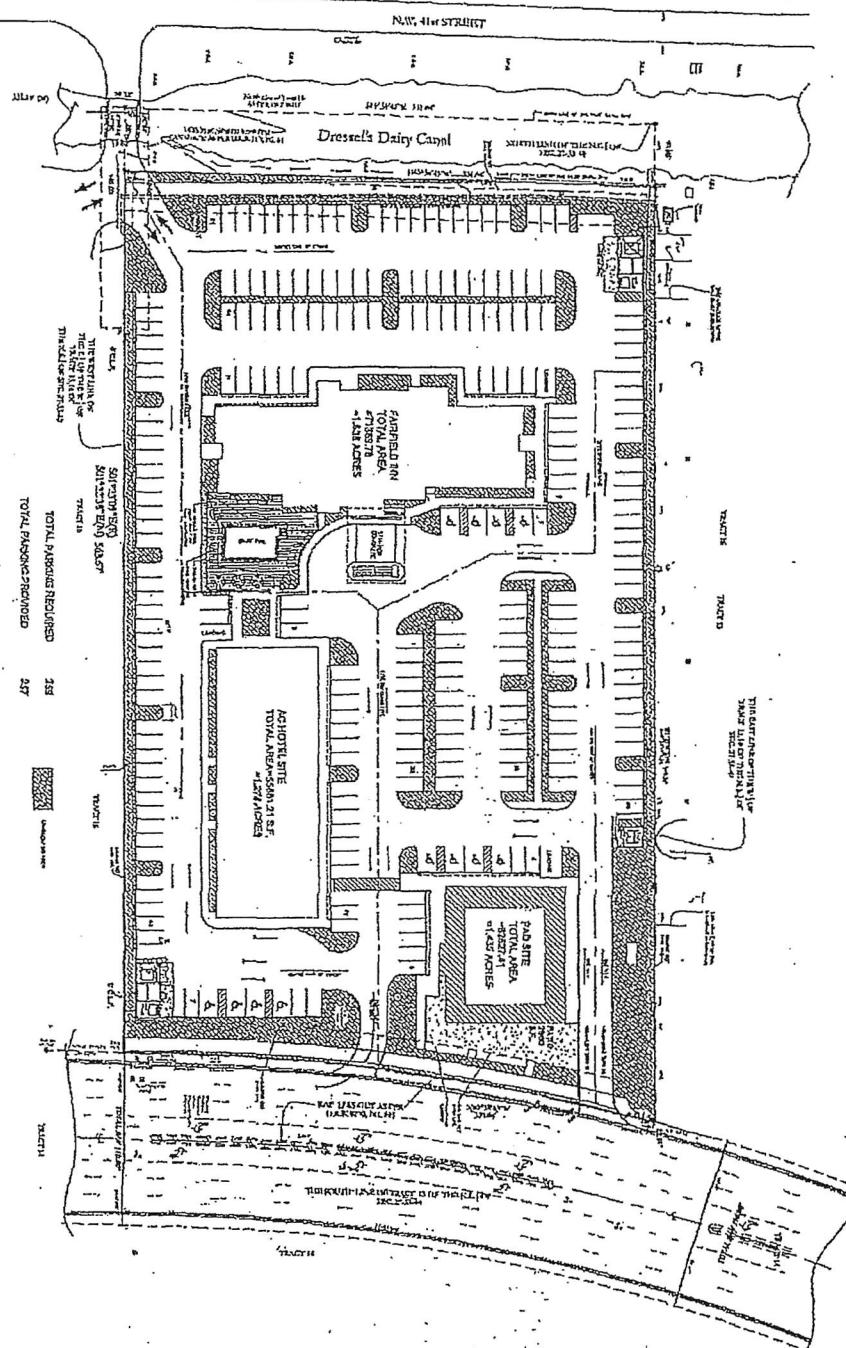


EXHIBIT C

Layout Plan





| | |
|--|----------|
| STATE OF FLORIDA, COUNTY OF DADE | PHILLIPS |
| I HEREBY CERTIFY that this is a true copy of the | |
| original filed in my office on <u>13</u> day of | |
| JULY 2016 | |
| WITNESS my hand and Office Seal, | |
| HARVEY RUVIN CLERK OF Circuit and County Courts | |
| RECEIVED 9/27/2016 | |

