

This instrument was prepared by:
Robert Warren, Real Estate Advisor
Internal Services Department
Miami-Dade County
111 N.W. 1st Street, Suite 2460
Miami, Florida 33129

Folio No.: 01-3135-037-0090

(Space reserved for Clerk)

DECLARATION OF RESTRICTIONS

WHEREAS, the Miami-Dade County (the “County”) has approved the conveyance to the River Landing Conservation Foundation, (“Foundation”), of real property located in the City of Miami, Florida, subject to the execution of this Declaration of Restrictions (“Declaration”), legally described as follows:

TRACT 9 OF CIVIC CENTER SECTION ONE, according to the Plat thereof recorded in Plat Book 75, at Page 26, of the Public records of Miami-Dade County, Florida, including that parcel of land lying North of the Miami River and South and Southwesterly of Southerly right-of-way of NW 11 Street, as now laid out and in use.

Address: 1280 NW 11th. Street, Miami, FL 33125 (the “Property”); and
Folio No: 01-3135-037-0090

WHEREAS, the Foundation hereby acknowledges and agrees that this Declaration was an inducement and part of the consideration for the County to convey the Property to the Foundation.

NOW THEREFORE, in order to assure the County that the representations made by the Foundation will always be abided by, the Foundation, for sufficient consideration, makes the following Declaration covering and running with the Property.

The River Landing Conservation Foundation, Inc. hereby agrees and stipulates as follows:

Permitted Use of the Property. The Property shall solely be used for the construction, maintenance, and ongoing operation of a public purpose open green space and public park (“Green Space”) with pedestrian walkways, greenways and an upgraded and repaired accompanying seawall along the boundary of the property on the north side of the Miami River

consistent with all governmental regulations and according to the City of Miami Greenway Action Plan for the benefit of the public, and for no other use. Construction of the Green Space shall be completed, as evidenced by a final certificate of occupancy or completion, within three (3) years of the conveyance of the Property or by the date the River Landing Project to be built on the parcel of land adjacent to the west of the Property obtains a Temporary Certificate of Occupancy or a Certificate of Completion from the City of Miami, whichever occurs earlier. Immediately following its completion, the Green Space shall be continuously operated for the sole purpose of providing a public park and open space with accompanying pedestrian walkways, bikeways and other associated uses consistent with the Miami River Greenway Action Plan of April 2001 for this specific property located on the North side of the Miami River for the benefit of the public. Nothing in this Declaration, however, shall prevent the Foundation from modifying or updating the park, walkways or open space to be consistent with any future modifications of the Miami River Greenway Action Plan. The Foundation shall maintain the park, walkways, open spaces and sea wall along the boundary of the property consistent with all governmental regulations, including, but not limited to, the City of Miami standards for the Miami River and the State of Florida Inland Waterways regulations or standards.

The construction, use and maintenance of the property shall be in accordance with the specifications and costs, at a minimum, outlined in the attached Exhibit "A" and Exhibit "B" which shall become a part of this Declaration and shall be enforceable as a condition of this Declaration and applicable to all other terms and conditions herein.

County Inspection. It is hereby agreed that Miami-Dade County, or its duly authorized agents, shall have the right at any time to inspect the Property, or upon reasonable notice, the Foundations' financial and accounting records, maintenance records, or other corporate documents related to the construction or maintenance of the Green Space to determine whether the requirements herein are being fully complied with.

Covenant Running with the Land. This Declaration shall constitute a covenant running with the land on the Property, and shall be recorded in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the River Landing Conservation Foundation, Inc. and its subsidiaries, successors and assigns until such time as the same is modified, amended or released by mutual agreement with, and as evidenced by resolution of Miami-Dade County. The Foundation, its subsidiaries, successors and assigns, agree that acceptance of this Declaration is legally binding upon them, and does not in any way obligate or provide a limitation on the County.

Assignment, Lease or Subsequent Conveyance. The Foundation shall not assign, lease, or convey the Property to any person or entity without the prior written consent of Miami-Dade County, which may be withheld in its sole and absolute discretion.

Modification, Amendment, Release. This Declaration may not be amended or released without the written consent of Miami-Dade County, in its sole and absolute discretion.

Authorization for Miami-Dade County to Reacquire the Property. In the event any of the terms or covenants of this Declaration are not being complied with, the Property, at the option of the County and upon thirty (30) days notice, shall immediately revert to the County, along with any and all improvements thereon, without cost to the County. This right shall be in addition to any other remedy that the County may have herein and/or at law or in equity.

Election of Remedies. All rights, remedies, and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising, at will, such other additional rights, remedies, or privileges.

Severability. Invalidation of any one of these covenants, by judgment of a court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, Miami-Dade County shall be entitled to reacquire the Property predicated upon the invalidated portion of this Declaration as a result of its reversionary interest in the Property.

Recording. This Declaration shall be filed on the date the Property is conveyed to the Foundation, with the Declaration filed first and then the Deed for the Property filed immediately thereafter. This Declaration shall become effective immediately upon recordation.

Acceptance of Declaration. The Foundation acknowledges that acceptance of this Declaration does not obligate Miami-Dade County in any manner, and does not entitle the Foundation to favorable approval of any application, zoning or otherwise, and that the County retains its full power and authority to any application, in whole or in part.

Incorporation of Recitals. The Foundation hereby agrees that the recitals in this Declaration are hereby true and correct, and are incorporated into this Declaration.

IN WITNESS WHEREOF, the representatives of the River Landing Conservation Foundation, Inc. have caused this Declaration to be executed by their respective and duly authorized representative on this ____ day of _____, 2014, and they intend to be legally bound hereby to all of the terms and conditions of this Declaration.

River Landing Conservation
Foundation, Inc. Inc.,
a Florida not-for-profit corporation

Witness/Attest:

By:_____

Name:_____

Witness/Attest:

Title:_____

STATE OF _____

SS:

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by _____, of the River Landing Conservation Foundation, Inc. a Florida not-for-profit corporation, whose title is _____ and s/he has produced _____ as identification.

(SEAL)

Notary Public-State of _____

Commission Number: _____

MIAMI-DADE COUNTY, FLORIDA,
a political subdivision of the State of
Florida by its Board of County
Commissioners

By: _____

Name: _____

Title: _____

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

APPROVED FOR FORM AND LEGAL SUFFICIENCY

By: _____

Name: _____

Title: Assistant County Attorney

EXHIBIT "A"

Required Use and Construction on the Property by The River Landing Conservation Foundation, Inc.:

1. Creation of scenic and pedestrian walkways along the banks of the Miami River for use by the public.
2. Creation of the seawall along the banks of the Miami River to prevent erosion of the land and to allow the building of the pedestrian walkways.
3. Enhanced beautification, landscaping and lighting of the Property along the banks of the Miami River and below the SR 836 highway.
4. Creation of a green space along the banks of the Miami River.
5. Construction of the open space, the pedestrian walkways, bicycle paths and supporting seawall along the length of the property all in conformity with the applicable zoning rules and regulations and all federal, state, county and municipal regulations, including, but not limited to the Miami Greenway Action Plan of April 2001 and all its modifications and amendments according to any City of Miami ordinances and/or resolutions.
6. The Foundation, as a minimum condition of this Declaration of Restrictions, shall construct the itemized improvements indicated on The Budget Estimate attached as Exhibit "B".
7. The Foundation, as a minimum condition of this Declaration of Restrictions, and as consideration for receiving the Property, shall spend a minimum of \$3,974,223, as per the specifications of Exhibit "B", in site work, construction and utilities for Property.