

- 1 2. The property is encumbered by a Declaration of Restrictive Covenants,
2 which covenants regulate certain uses of the property. These declarations
3 are attached and incorporated by reference as exhibit 1.
4 3. Clause #8 of page four of the attached declaration of restrictive covenants
5 (exhibit 1) requires that a "Unity of Title" agreement be in place for the
6 property. This requirement requires that the entire property be under the
7 ownership of one person (natural person or entity).
8 4. The current property owner intends to turn the existing units into
9 condominiums, thus providing for a master condominium association and
10 individual owners of the units. To proceed with the condominium action the
11 property owner shall require the replacement of the "unity of title"
12 requirement with a declaration of restrictions, requiring master association
13 and individual unit owners to comply with all the underlying declarations
14 of restrictions on the property.
15 5. Section 33-257 of the Miami-Dade County Code, which code section was
16 adopted by the village council on May 5, 2003, provides a mechanism for
17 replacing the "unity of title" requirement with a declaration of restrictive
18 covenants. The covenant would effectively be used in lieu of the unity of
19 title document. The covenant would ensure that the master association,
20 and all individual owners comply with the underlying restriction in the
21 attached declaration of restrictions.
22 6. Section 33-257 provides for a unified, coordinated site plan for the property
23 and provides the village with control over the development and the
24 continuation of coordinated development theme, even with multiple owners
25 within the property.
26 7. The remainder of the provisions of exhibit 1 would remain in effect and
27 would not be affected by the removal of the "unity of title" requirement.
28

29 Section 3. Conclusions of law.

30 Pursuant to Section 33-257 of the Miami-Dade County Code the applicant's
31 request to replace the unity of title (required under Clause 8 of page 4 of the
32 attached declaration of restrictions) with a declaration of restrictions in lieu of
33 unity of title is hereby granted. The declaration of restrictions in lieu of unity of
34 title is attached as exhibit 2 to this resolution and incorporated by reference into
35 this resolution.
36

37 Section 4. Order.
38

1 Additional conditions.

- 2
- 3 1. The Property will be developed in substantial compliance with the site plan
4 entitled, "Burger King World Headquarters", prepared by Hellmuth, Obata and
5 Kassabaum, P.A., Planners and Architects, dated January 7, 1985, on sheets 1, 3,
6 4, 5, 7, 7A, 7B, 8, 9, 10, 11 and 13-17, dated revised January 10, 1985 on cover
7 sheet and sheet 2, and dated revised January 30, 1985 on sheets 7A revised 7B
8 revised. No modification shall be effected in said site plan without the written
9 consent of the then owner(s) of the Property, and the submittal of an application to
10 modify the plan or covenant at public hearing before the Village Council of
11 Palmetto Bay, Florida.
- 12 2. If the Property is developed in phases, each phase will be developed in substantial
13 accordance with the site plan.
- 14 3. In the event of multiple ownership subsequent to said site plan approval, each of
15 the subsequent owners, mortgagees and other parties in interest shall be bound by
16 the terms, provisions and conditions of this instrument. Owner further agrees that
17 it will not convey portions of the Property to such other parties unless and until the
18 Owner and such other party or parties shall have executed and mutually delivered
19 in recordable form, and instrument to be known as an "Easement and Operating
20 Agreement" which shall contain, among other things:
- 21 (i) easements in the common area of each parcel for ingress to and egress from
22 other parcels;
- 23 (ii) easements in the common area of each parcel for the passage and parking of
24 vehicles;
- 25 (iii) easements in the common area of each parcel for the passage and
26 accommodation of pedestrians;
- 27 (iv) easements for access roads across the common area of each parcel to
28 private roadways;
- 29 (v) easements for the installation, use, operation, maintenance, repair,
30 replacement, relocation and removal of utility facilities in appropriate areas
31 in each such parcel;
- 32 (vi) easements on each such parcel for construction of buildings and
33 improvements in favor of each such other parcel;

- 1 (vii) easements upon each such parcel in favor of each adjoining parcel for the
2 installation, use, maintenance, repair, replacement and removal of common
3 construction improvements such as footings, supports and foundations;
- 4 (viii) easements on each parcel for attachment of buildings;
- 5 (ix) easements on each such parcel for building overhangs, other overhangs and
6 projections encroaching upon such parcel from adjoining parcel such as, by
7 way of example, marquees, canopies, lights, lighting devices, awnings,
8 wing walls and the like;
- 9 (x) appropriate reservation of rights to grant easements to utility companies;
- 10 (xi) easements in favor of each such parcel for pedestrian and vehicular traffic
11 over dedicated private ring roads and access roads; and
- 12 (xii) appropriate agreements between the owners of the several parcels as to the
13 obligation to maintain and repair all private roadways, parking facilities,
14 common areas and the like.

15 The easement provisions or portions thereof may be waived by the Village Attorney of
16 the Village of Palmetto Bay, if they are not applicable to the subject application. When
17 executed, the Easement and Operating Agreement shall not be amended without the prior
18 written approval of the Office of the Village Attorney of Palmetto Bay. Such Easement
19 and Operating Agreement may contain such other provisions with respect to the
20 operation, maintenance and development of the Property as to which the parties thereto
21 may agree, all to the end that although the property may have several owners, it will be
22 constructed, conveyed, maintained and operated in accordance with the approved site
23 plan.
24

25 4. The provisions of the declaration of restrictions in lieu of unity of title with all
26 associated conditions as reflected in this resolution shall become effective upon
27 their recordation in the public records of Miami-Dade County, Florida, and shall
28 continue in effect for a period of thirty (30) years after the date of such
29 recordation, after which time they shall be extended automatically for successive
30 periods of ten (10) years each, unless released in writing by the then owners of the
31 Property and the Village Attorney, acting for and on behalf of the Village of
32 Palmetto Bay, Florida, upon the demonstration and affirmative finding that the
33 same is no longer necessary to preserve and protect the property for the purposes
34 herein intended.

- 1 5. The provisions of the attached exhibit 2, declaration of restrictions in lieu of unity
2 of title, may be amended or modified by a written instrument executed by the then
3 Owner or Owners of the Property, with joinders by all mortgagees, if any. Should
4 the Declaration of Restrictive Covenants in lieu of unity of title be so amended, or
5 modified, the Village Attorney, or his successor, shall forthwith execute a written
6 instrument effectuating and acknowledging such amendment or modification. The
7 provisions of this instrument may be released by a written instrument executed by
8 the then Owner or Owners of the Property, with joinders by all mortgagees, if any,
9 after public hearing. Should the attached exhibit 2, Declaration of Restrictive
10 Covenants, be so released, after public hearing and approval of the Village
11 Council of the Village of Palmetto Bay, the Village Attorney, or his successor,
12 shall forthwith execute a written instrument effectuating and acknowledging such
13 release. .
- 14 6. Enforcement shall be by action against any parties or persons violating or
15 attempting to violate any covenants. The prevailing party to any action or suit
16 pertaining to or arising out of this Declaration shall be entitled to recover, in
17 addition to costs and disbursements, allowed by law, such sum as the Court may
18 adjudge to be reasonable for the services of his attorney. This enforcement
19 provision shall be in addition to any other remedies available at law, in equity or
20 both.
- 21 7. Invalidation of any of these covenants by judgment of Court shall not affect any of
22 the other provisions, which shall remain in full force and effect.
- 23 8. All rights, remedies and privileges granted herein shall be deemed to be
24 cumulative and the exercise of any one or more shall neither be deemed to
25 constitute an election of remedies, nor shall it preclude the party exercising the
26 same from exercising such other additional rights, remedies or privileges.
- 27 9. In the event of a violation of this resolution and the attached exhibit 2, the
28 declaration of restrictive covenants in lieu of unity of title, in addition to any other
29 remedies available, the Village of Palmetto Bay shall be authorized to withhold
30 any future permits, and refuse to make any inspections or grant any approval, until
31 such time as there is compliance.
- 32 10. The declaration of restrictions in lieu of unity of title shall be recorded in the
33 public records of Miami-Dade County at the Owner's expense.
- 34 11. The declaration of restrictions in lieu of unity of title shall specifically incorporate
35 the Declaration of Restrictive Covenants and the First Amendment to the

1 Declaration of Restrictive Covenants recorded May 1, 1989 at Official Records
2 Book 14089 at Pages 2349-52 and Official Records Book 12428 at Pages 923-
3 1010, of the Public Records of Miami-Dade County, Florida, with the exception of
4 the unity of title requirement, any inconsistencies between this Declaration and the
5 prior documents, the Declaration of Restrictive Covenants and the First
6 Amendment to the Declaration of Restrictive Covenants found at Official Records
7 Book 14089 at Pages 2349-52 and Official Records Book 12428 at Pages 923-
8 1010, of the Public Records of Miami-Dade County, Florida, shall control.

9 This is a final order.

10
11 Section 5. Record.

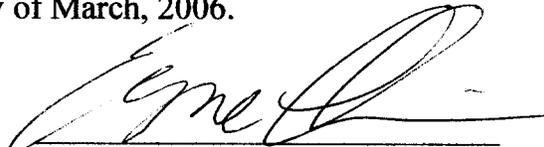
12 The record shall consist of the notice of hearing, the applications, documents
13 submitted by the applicant and the applicant's representatives to the Miami-Dade County
14 Department of Planning and Zoning in connection with the applications, the county
15 recommendation and attached cover sheet and documents, the testimony of sworn
16 witnesses and documents presented at the quasi-judicial hearing, and the tape and
17 minutes of the hearing. The record shall be maintained by the village clerk.
18

19 Section 6. This resolution shall take effect immediately upon approval.

20 PASSED and ADOPTED this 13th day of March, 2006.

21
22 Attest:

23 
24 Meighan Pier
25 Village Clerk

26 
27 Eugene P. Flinn, Jr.
28 Mayor

29 APPROVED AS TO FORM:

30 
31 Eve A. Boutsis, office of
32 Village Attorney
33 Nagin Gallop & Figueredo, P.A.
34
35

1
2
3 FINAL VOTE AT ADOPTION:
4
5 Council Member Ed Feller YES
6
7 Council Member Paul Neidhart YES
8
9 Council Member John Breder YES
10
11 Vice-Mayor Linda Robinson YES
12
13 Mayor Eugene P. Flinn, Jr. NO
14
15
16
17

Exhibit 1

1989 MAY -1 AM...:13

89R150672

OFF: 14089M2349
REC:

FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

This First Amendment of Restrictive Covenants running with the land is made and entered into this 5th day of April, 1989, by the BURGER KING CORPORATION, a Florida corporation (the "OWNER") in favor of Dade County, Florida, a political subdivision of the State of Florida.

WHEREAS, the Owner is the fee simple owner of real property described in Exhibit "A".

WHEREAS, the Owner has filed for a public hearing bearing Public Hearing No. 88-684 seeking a modification of a previously approved site plan.

MODIFICATION of the Proffered Covenant paragraph of Resolution 2-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as modified by resolution 4-ZAB-143-86, passed and adopted by the Dade County Zoning Appeals Board on the 30th day of April, 1986 as follows:

FROM: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics computations last dated Feb. 26, 1986; sheets 7A & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade county Building and Zoning Department."

TO: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled

PREPARED BY
STANLEY B. PRICE
FIRE JACOBSON SCHWARTZ
NASH BLOK & EPSTEIN
ONE CENTURY FINANCIAL CENTER
100 S. E. 2 STREET
MIAMI, FLORIDA 33131

19 50

REC: 14089#2350

'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986 Sheet 17 dated Feb. 27, 1986; and additional sheets CL-1, CL-2, CL-3 and 2C.6-1, dated 8-18-88; a complete set of which is on file with the Dade County Building and Zoning Department."

NOW, THEREFORE, THE OWNER hereby agrees and covenants, that in furtherance of its request to modify a previously approved site plan, that the Declaration of Restrictive Covenants is modified, as follows:

(1) MODIFICATION of a Declaration of Restrictive Covenants recorded in Official Record Book 12428 at Pages 990-1010, accepted pursuant to resolution Z-30-85, passed and adopted by the Board of County commissioners on the 7th day of February, 1985, and modified by Resolution 4-ZAB-143-86, passed and adopted by the Dade County Zoning Appeals Board on the 30th day of April, 1986, as follows:

FROM: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, a complete set which is on file with the Dade County Building and Zoning Department."

TO: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/ Office' and dated Feb. 14, 1986, Sheet 17 dated

REC: 1408972351

Feb. 27, 1986; and additional sheets CL-1, CL-2, CL-3 and 2C.6-1, dated 8-18-88, a complete set of which is on file with the Dade County Building and Zoning Department."

(2) In all other respects, the original Declaration of Restrictions shall remain in full force and effect.

IN WITNESS, the Owner has hereunto set its respective hand and seals on the day and year first above written.

Burger King Corporation,
a Florida Corporation

By: *Luigi Terlo*
Vice President

Mark A. Givoni
Attest
Assistant Secretary

STATE OF FLORIDA)
) SS
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 5th day of April, 1989, by *Luigi Terlo* as *Vice President*, on behalf of the corporation.

Sara Lopez
Notary Public
State of Florida at *Large*

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES: OCT. 18, 1992.
NOTICE THAT NOTARY PUBLIC COMMISSIONS



REC: 14089M2352

EXHIBIT "A"
LEGAL DESCRIPTION

Tract A and Tract B of the Plat of Burger King World Headquarters, as recorded in Plat Book 127, at Page 86, of the Public Records of Dade County, Florida

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD YEAR 80
RICHARD P. BRINER
CLERK CIRCUIT COURT

RL:153RL0266D

1985 FF 0 AM 9:41

85R059002

35-55-40

UNITY OF TITLE

REC. 12428PG 973

WHEREAS, the undersigned is the owner of that property described as

See Exhibit A annexed hereto and made a part hereof

also known as theoretical S.W. 176th Street to 182nd Street and Old Cutler Road Dade County, Florida, and

The undersigned recognizes and acknowledges that for the public health, welfare, safety or morals, the herein-described property should not be divided into separate parcels owned by several owners so long as the same is put to the hereinafter use, and

In consideration of the issuance of a permit for a zoning change pursuant to the Office Park District

and for other good and valuable considerations, the undersigned hereby agrees to restrict the use of the subject property in the following manner:

1. That said property shall be considered as one plot and parcel of land and that no portion of said plot and parcel of land shall be sold, transferred, devised or assigned separately, except in its entirety as one plot or parcel of land.
2. The undersigned further agrees that this condition, restriction and limitation shall be deemed a covenant running with the land and shall remain in full force and effect and be binding upon the undersigned, their heirs and assigns until such time as the same may be released in writing by the Director of the Dade County Building and Zoning Department or the executive officer of the successor of such Department, or in the absence of such director or executive officer, by his assistant in charge of the office in his absence.

provided, however, that a release will be executed when the premises are made to conform with applicable zoning regulations or the use or structure is removed from the premises and there is no further reason to maintain the Unity of Title on the public records.

Signed, sealed, executed and acknowledged on this 1st day of October 1984.

(CORP)
(SEAL)

ATTEST

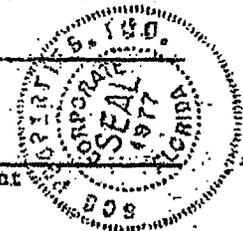
By

Secretary

SCB Properties, Inc.
Corporate Name

By

President/Vice President



STATE OF FLORIDA)

COUNTY OF DADE)

Prepared by:
Stanley B. Price, Esq.
2401 Douglas Rd.
Miami, Florida 33143

I HEREBY certify that on this day before me, a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appeared James Lee and Antonia Price

President and Secretary of SCB Properties, Inc.

who executed the foregoing instrument, and acknowledged before me that such persons executed the said instrument in the name of and for that corporation affixing the corporate seal of that corporation.

U.T. Corporation

OFF. REG. 12428 PG 974

Page Iv

as such corporate officers such persons are duly authorized by that corporation to do so; and that the foregoing instrument is the act of that corporation.

WITNESS my hand and official seal in the county and state named above this
1st day of October A.D. 1984

Grace M. Krohn
Notary Public in and for the State of
Florida at Large



My Commission expires:

REF. REC. 12428 PG 975

Exhibit "A"

LEGAL DESCRIPTION

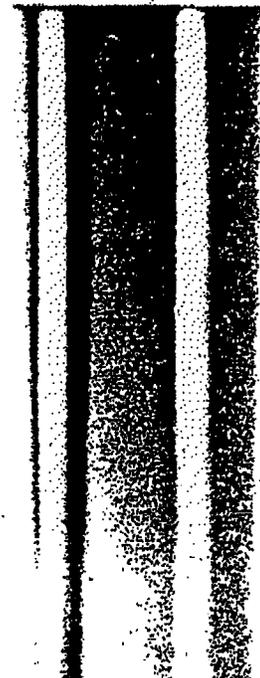
PARCEL "A"

A portion of DOUGHERTY'S SUBDIVISION as recorded in Plat Book 1 at Page 1 and S.H. Richmond's Survey of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, as recorded in Plat Book 1 at Page 67, both the Public Records of Dade County, Florida being more particularly described as follows:

Commence at the intersection of the Easterly Right of Way line of Ingraham Highway with the Northerly line of Tract 3, said DOUGHERTY'S SUBDIVISION; thence run $S25^{\circ}06'20''W$, along said Easterly Right of Way line of Ingraham Highway, for a distance of 377.28 feet to a point; thence run $S61^{\circ}53'40''E$ for a distance of 102.97 feet to the POINT OF BEGINNING; thence run $S13^{\circ}57'55''W$ for a distance of 1050.00 feet to a point; thence run $S76^{\circ}02'05''E$ for a distance of 141.00 feet to a point; thence run $S50^{\circ}17'05''E$ for a distance of 675.00 feet to a point; thence run $N58^{\circ}12'55''E$ for a distance of 350.00 to a point of curvature of a circular curve to the left, having for its elements a central angle of $82^{\circ}45'00''$ and a radius of 180.00 feet; thence run Northeasterly and Northerly along the arc of said curve for a distance of 259.97 feet to a point of reverse curvature of a circular curve of the right, having for its elements a central angle of $38^{\circ}30'00''$ and a radius of 300.00 feet; thence run Northerly along the arc of said curve for a distance of 201.59 feet to the Point of Tangency; thence run $N13^{\circ}57'55''E$ for a distance of 145.00 feet to the Point of Curvature of a circular curve to the left, having for its elements a central angle of $49^{\circ}00'00''$ and a radius of 350.00 feet; thence run Northerly and Northwesterly along the arc of said curve for a distance of 299.32 feet to a point of reverse curvature of a circular curve to the right, having for its elements a central angle of $62^{\circ}00'00''$ and a radius of 190.00 feet; thence run Northwesterly and Northerly along the arc of said curve for a distance of 194.78 feet to a point of reverse curvature of a circular curve to the left, having for its elements a central angle of $17^{\circ}20'06''$ and a radius of 275.00 feet; thence run Northerly along the arc of said curve for a distance of 83.20 feet to a point; thence run $N76^{\circ}02'05''W$ for a distance of 768.50 feet to the POINT OF BEGINNING.

Containing 24.94 Acres more or less

Subject to any reservations, dedications or easements of record.



The undersigned, The First National Bank of Chicago
 National Banking Association
 a Florida Corporation, Mortgagee, under that certain mortgage from
SCB Properties, Inc. dated the 14th day of August,
1984, and recorded in Official Records Book 12237, Page 1434, of the
 Public Records of Dade County, Florida, in the original amount of
\$ 3,881,250.00 covering all/or a portion of the property described
 in the foregoing agreement, do hereby acknowledge that the terms of this
 agreement are and shall be binding upon the undersigned and its successors
 in title.

IN WITNESS WHEREOF, these presents have been executed this 30th
 day of August, 1984.

The First National Bank of Chicago
 Name of Corporation

By: [Signature]
 Vice President

Attest: [Signature]
 Secretary
 Commercial Banking



STATE OF ILLINOIS
 COUNTY OF COOK

BEFORE ME, the undersigned authority, this day appeared Ronald H. Eckes
 and Camela A. Schott, both being to me well known and known by
 me to be the Vice President and Com'l. Banking Officer of First National
Bank of Chicago, under the laws of the United States
 and which said Corporation is known by me to be the persons described in and
 which executed the foregoing instrument, the said officers of the said Corpora-
 tion being likewise known by me to be the officers thereof who, in their
 official capacities as such officers of said Corporation executed, signed
 and delivered the said instrument as the act and deed of said Corporation,
 and the said officers of said Corporation then and there severally acknowledged
 to and before me that they executed the said instrument, acting in their said
 official capacities, for and as to the act and deed of said Corporation and in
 its name, and impressed thereon its Corporate Seal, for the uses and purposes
 therein mentioned, and after being duly authorized and directed.

WITNESS my hand and official Seal at Chicago In the County and
 State aforesaid, on this, the 30th day of August A.D., 1984.

My Commission Expires:
My Commission Expires 4/2/88

Michelle F. Cunningham
 Notary Public, State of Illinois
 At Large



RECORDED IN OFFICIAL RECORDS BOOK
 OF DADE COUNTY, FLORIDA
 RECORD VERIFIED
 RICHARD P. BRINKER,
 CLERK CIRCUIT COURT

JAN 3 AM 9 42

85R05900

REC. 12428PG 990

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS running with the land is made and entered into this 14th day of January, 1985, by SCB PROPERTIES, INC. ("SCB"), a Florida corporation and SUN-BELT CORPORATION OF AMERICA ("SUN-BELT"), a Florida corporation (the "OWNERS") in favor in Dade County, Florida, a political subdivision of the State of Florida.

WHEREAS, SCB is the fee simple owner of certain real property located in Dade County, Florida, and more particularly described in Exhibit "A", attached hereto and hereinafter referred to in this Covenant as Tract A; and

WHEREAS, Tract A is comprised of two separate tracts referred to as Tracts I and II as legally described as Exhibits "I" and "II," attached hereto; and

WHEREAS, SUN-BELT is the fee simple owner of certain real property located in Dade County, Florida and more particularly described in Exhibit "B," attached hereto and hereinafter referred to in this Covenant as Tract B; and

WHEREAS, the OWNERS have filed an application with Dade County for various district boundary changes, under Public Hearing Number DIC 84-572; and

WHEREAS, the OWNERS have separately entered into Contracts for sale with the BURGER KING CORPORATION for the intended purpose of the BURGER KING CORPORATION constructing its World Headquarters on Tracts A and B; and

WHEREAS, Tract A is subject to a Final Order on Summary Judgment dated November 12, 1983 and entered by the Hon. Jack M. Turner, Circuit Court Judge of the Eleventh Judicial Circuit wherein 1325 multiple family units have been approved; and

WHEREAS, Tract B is presently approved for 140 units and is presently zoned RU-4L, EU-M and GU; and

Prepared by:

STANLEY B. FRICE
Fine Jacobson Schwartz
Nash Block & England
2401 Douglas Road
Coral Gables, Florida 33179

0902

REC. 12428PG 991

WHEREAS, the BURGER KING CORPORATION, in conjunction with the proposed development is desirous of donating, subject to certain reservations and restrictions, to the United States Department of the Interior, National Park Service certain bayfront property herein described in Exhibit "C"; and

WHEREAS, the OWNERS are desirous of voluntarily pledging to Dade County that the zoning application, if approved, will inure to the benefit of the citizens of Dade County.

NOW, THEREFORE, the OWNERS hereby agree and covenant, in the event that their zoning application is granted, as follows:

1. That the Development will be built in substantial compliance with the plans entitled "Burger King World Headquarters" prepared by Hellmuth, Obata and Kassabaum, P.A., Planners and Architects, dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7A, 7B, 8, 9, 10, 11 and 13-17, dated revised January 10, 1985 on cover sheet and sheet 2, and dated revised January 15, 1985 on sheet 6 and dated last revised January 30, 1985 on sheets 7A revised and 7B revised, a complete set which is on file with the Dade County Building and Zoning Department.
2. That the property described in Exhibit "C" will be donated, subject to certain agreed to reservations and restrictions, to the United States Department of the Interior, National Park Service within 180 days after the acquisition of Tracts A and B by the BURGER KING CORPORATION.
3. That the portion of real property described as Tracts II and B (which will be designated GU and RU-4) shall only be developed in substantial compliance with the plans described in Paragraph 1.
 - A. No application for rezoning for Tracts II and B for the express purpose of the construction of additional residential units or the construction of additional square footage for commercial or office buildings shall be filed with Dade County unless and until written approval is obtained from the

REF: 12428 PG 992

owners of more than seventy-five (75) percent of all individual properties within five hundred (500) feet from the perimeter of the subject property. This subsection may be released upon written authorization from the owners of more than seventy-five (75) percent of all individual properties within five hundred (500) feet from the perimeter of the subject property.

B. Nothing contained herein shall require such consent in connection with the filing of a zoning application for permission to construct ancillary facilities (eg. security, recreational, maintenance or utility facilities) on Tracts II and/or B.

4. That in the event that in the future the OWNERS desire to increase the square footage of the buildings within the OPD district as described in Exhibit "I," the OWNERS shall, as a condition precedent, file an appropriate application for development approval pursuant to the provisions of Chapter 380, Florida Statutes, unless the proposed addition shall not exceed the then existing thresholds which from time to time may be amended, by statute or formal rule.
5. That the OWNERS will voluntarily contribute Fifty Thousand Dollars (\$50,000) in cash, goods or services to The Dade County Parks Department to be used for the Old Cutler Hammock Park located at 17535 S.W. 79th Avenue in conformance with plans to be submitted by the Dade County Parks Department to the Burger King Corporation.
6. That the OWNERS will not request nor will they support any vehicular or pedestrian bridging of S.W. 77th Avenue in the proximity to the proposed development.

DEC. 12428 PG 993

7. The OWNERS will continue to maintain native vegetation on the portion of their property located adjacent to Old Cutler Road and the north and south boundaries with the intent to obscure any visibility of the office building from Old Cutler Road. All landscaping plans will be submitted to Dade County for approval prior to implementation.
8. That the OWNERS will execute a unity of title on Tracts A and B, less Tract C (to be conveyed pursuant to the provisions of Paragraph 2) so that the individual Tracts or parts thereof cannot be disposed of separately at a later date.
9. This Declaration shall be a covenant running with the land and shall be binding upon all of the OWNERS' successors in title and assigns.
10. This Declaration shall be in effect for a period of thirty (30) years from the date this document is recorded in the Public Records of Dade County, Florida, after which time it shall be renewed automatically for successive periods of ten (10) years unless released, modified, or amended as provided herein.
11. With the exception of the provisions of Paragraph 3.A., this Declaration may be released, modified or amended as to all or any portion of the property by written instrument executed by a majority of the then owners of the fee simple title to Tracts A and B, providing same is approved after a public hearing by resolution of the Board of County Commissioners of Dade County, Florida.
12. Invalidation of any one of these covenants by judgment of court in no way shall affect any of

REF: 12428PG 994

the other provisions which shall remain in full force and effect.

- 13. Enforcement of this Declaration shall be by action at law or in equity with costs and reasonable attorneys fees to the prevailing party.

IN WITNESS WHEREOF, the OWNERS have hereunto set their respective hand and seals on the day and year first above written.

Attest:

[Signature]

 Asst. Secretary

SCH PROPERTIES, INC.

By: *[Signature]*

 V.P.

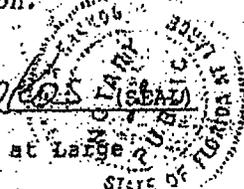


STATE OF FLORIDA)
) ss.:
 COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 17th day of January, 1985 by JAMES COLE and ANTONIA BRATS as Vice President and Assistant Secretary, on behalf of the corporation.

[Signature]

 Notary Public
 State of Florida at Large
 My Commission Expires: _____



NOTARY PUBLIC STATE OF FLORIDA
 MY COMMISSION EXPIRES OCT 28 1987

07/2004

11:08

SILVER, GARUETT, HENKEL, P.A. → 3053512250

REC. 1242876 996

SUN-BELT CORPORATION OF AMERICA

Attest:

Robert Y. Chulock
Secretary

By: _____ (Seal)

STATE OF INDIANA)
COUNTY OF MARION) ss.:

The foregoing instrument was acknowledged before me
this 31st day of January, 1985 by
and Robert Chulock as
and Secretary, on behalf of the corporation.

Julia N. Foss
Notary Public
State of Indiana at Large
My Commission Expires: 5/21/86



DEF 12428 PG 998

RECORDERS NOTE:
The legitimacy of virtual copies of original unaltered
documents in this document when received.

Exhibit A

Tract A

All that part of Tracts 3, 4, 5, 6, 7, 8 and 9, lying east of the Easterly Right-of-Way line of Ingraham Highway of DOUGHERTY'S SUBDIVISION, according to the plat thereof recorded in Plat Book 1, Page 1 of the Public Records of Dade County, Florida;

AND

All that part of Tracts 1 and 2 lying East of the Easterly Right-of-Way line of Ingraham Highway, and all of Tracts 3 and 4, of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, Page 67 of the Public Records of Dade County, Florida;

AND

The North 1/2 of the North 1/2 of the South 1/2 of the SE 1/4 of the SW 1/4 and the North 1/2 of the North 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4, all in Section 35, Township 55 South, Range 40 East, also known as the North 1/2 of Tracts 5 and 6 of S.H. RICHMOND'S SURVEY of the SW 1/4 of said Section 35, according to the plat thereof recorded in Plat Book 1, Page 67 of the Public Records of Dade County, Florida;

AND

That part of the NW 1/4 of the SW 1/4 of the SW 1/4 lying East of the Easterly Right-of-Way line of Ingraham Highway in Section 35, Township 55 South, Range 40 East;

AND

All that part of the North 1/2 of the North 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4, in Section 35, Township 55 South, Range 40 East, lying East of the center line of the County Road, as shown on S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, at Page 67, of the Public Records of Dade County, Florida;

AND

All that part of the County Road as shown on S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, Page 67 of the Public Records of Dade County, Florida, included in the above described parcels, EXCEPT the portions thereof now a part of Ingraham Highway.

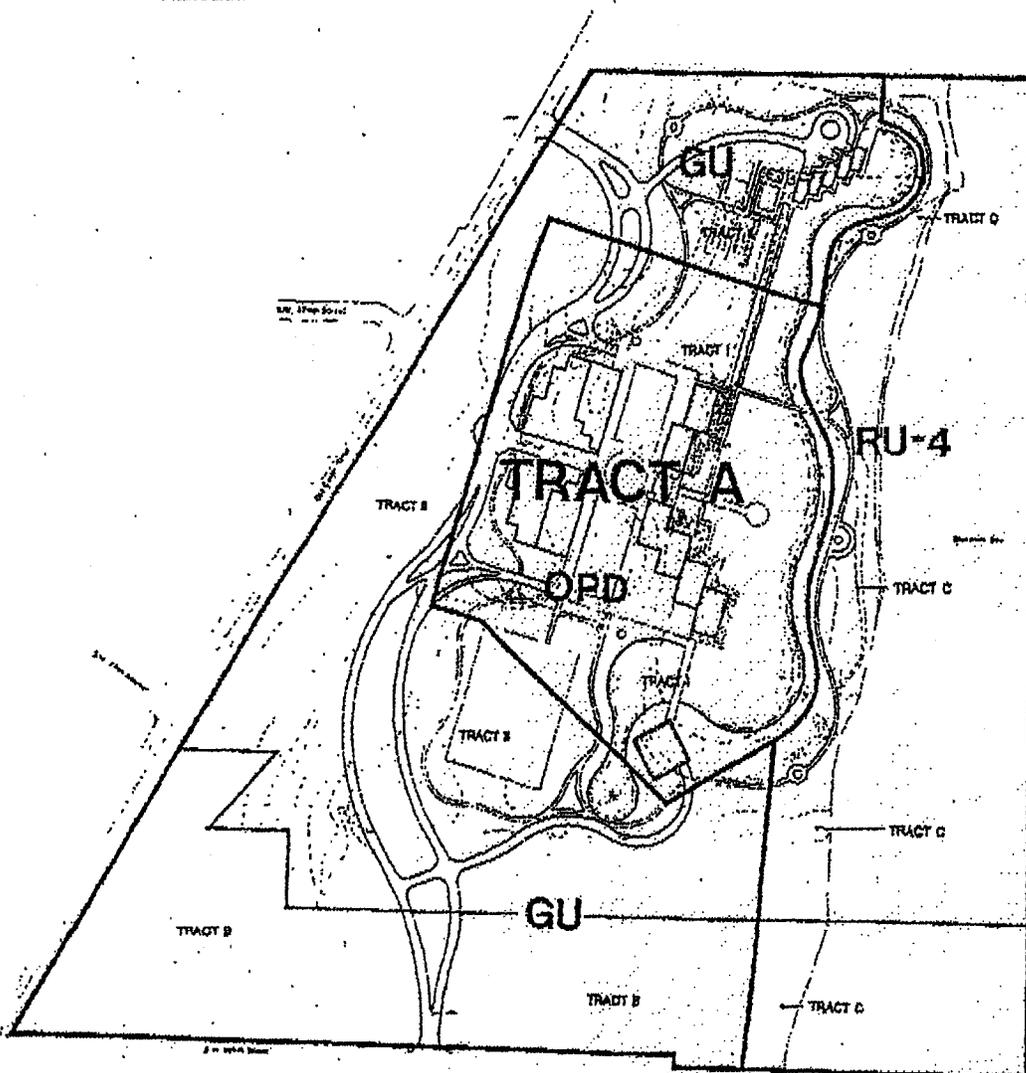
AND

The South 1/2 of the North 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4 (South 1/2 of Lot 5) and the South 1/2 of the North 1/2 of the South 1/2 of the SE 1/4 of the SW 1/4 (South 1/2 of Lot 6) of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, at Page 67 of the Public Records of Dade County, Florida;

REF: 12428PG 997 T.F.P.

NOTES

- 1. Show S & W on map of Tract A.
- 2. A number of feet to be shown in Tract A.



Illustration

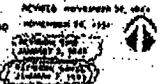
PROPOSED ZONING

BURGER KING WORLD HEADQUARTERS

BURGER KING CORPORATION, 1304 NORTH BAYWALK DRIVE, MIAMI, FLORIDA 33134

DESIGNED BY: SILVER, GARVETT, HENKEL, P.A.
 PREPARED BY: SILVER, GARVETT, HENKEL, P.A.
 DATE: 01/07/2004

SCALE: 1" = 100'



REC. 12426 PG 998 - A
Tract B

All of Blocks 8 and 11, lying Southerly and Easterly of the County Road, and all of Blocks 9 and 10 of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East according to Plat Book 1, Page 67, of the Public Records of Dade County, Florida; and all of the S 1/2, N 1/2, S.W. 1/4, S.W. 1/4, S.W. 1/4, S.W. 1/4 lying Easterly and Southerly of the County Road in Section 35, Township 55 South, Range 40 East; and also all that part of the S.E. 1/4, S.E. 1/4, S.E. 1/4 of Section 34, Township 55 South, Range 40 East, lying Southerly and Easterly of the County Road being in Dade County, Florida; also a strip of land 25 feet in width lying West of said Block 11 above mentioned and South of the Southerly line of the County Road.

AND

All that part of Blocks 7 and 11 of the S.W. 1/4 of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, lying Northwesterly of the County Road as shown on Plat of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, surveyed and drawn by S.H. Richmond and filed in Plat Book 1, Page 67, and lying Southeasterly of Ingraham Highway (Old Cutler Road) as same is currently laid out.

AND

All that part of the N 1/2 of the S.W. 1/4 of the S.W. 1/4 of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, lying Northwesterly of the County Road as shown on plat filed in Plat Book 1, Page 67, of the Public Records of Dade County, Florida; and lying Southeasterly of Ingraham Highway (Old Cutler Road) as same is currently laid out.

AND

That portion of that certain parcel of land conveyed to Dade County by Warranty Deed from Julian S. Eaton and Ethelwynne Eaton, dated February 5, 1942 and recorded in Deed Book 2237 at Page 549, under Clerk's File Number R-22573 of the Public Records of Dade County, Florida, lying Southeasterly of a line 50.00 feet Southeasterly of and parallel with the following described centerline for Old Cutler Road; Commence at the Southeast corner of Section 34, Township 55 South, Range 40 East, Dade County, Florida; thence run N89°29'05" W along the South line of the S.E. 1/4 of said Section 34 for a distance of 151.64 feet to the Point of Beginning of the herein described centerline for Old Cutler Road; thence run N31°03'37" E across the S.E. 1/4 of said Section 34 and across the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, Dade County, Florida, for a distance of 914.42 feet, more or less, to a point on the North line of the North 1/2 of the S.W. 1/4 of the S.W. 1/4 of the S.W. 1/4 of said Section 35 and to the end of the herein described centerline for Old Cutler Road.

AND

That Portion of the Westerly 1/2 of the County Road shown on S.H. Richmond's Survey, of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East Dade County, Florida, according to the Plat thereof as recorded in Plat Book 1, at Page 67 of the Public Records of Dade County, Florida, lying Easterly of Block 7 of said S.H. Richmond's Survey, Easterly of that portion of Block 11 of said S.H. Richmond's Survey lying Northwesterly of said County Road and within the N 1/2 of the S.W. 1/4 of the S.W. 1/4 of the S.W. 1/4 of said Section 35, less that portion thereof lying within the 50.00 feet of ...

Tract C ^{OFF} REC. 12428 PG 1003

A portion of DOUGHERTY'S SUBDIVISION, as recorded in Plat Book 1 at Page 1, Dade County Records, and a portion of S.H. RICHMOND'S SURVEY, as recorded in Plat Book 1 at Page 67, Dade County Records, lying in the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, Dade County, Florida being more particularly described as follows:

Commence at the S.W. corner of said Section 35; thence run N87°47'58"E, along the south line of said Section 35 for a distance of 1850.00 feet to the Point of Beginning; thence run N04°57'08"E for a distance of 596.46 feet to a point; thence run N87°46'46"E for a distance of 39.81 feet to a point; thence run N04°57'08"E for a distance of 403.39 feet to a point; thence run N07°29'23"E for a distance of 9.00 feet to a point; thence run N11°52'22"E for a distance of 61.43 feet to a point; thence run N07°18'50"E for a distance of 101.63 feet to a point; thence run N06°07'49"E for a distance of 89.69 feet to a point; thence run N06°26'17"E for a distance of 105.41 feet to a point; thence run N08°01'47"E for a distance of 105.14 feet to a point; thence run N15°57'29"W for a distance of 21.24 feet to a point; thence run N04°57'08"E for a distance of 689.98 feet to a point; thence run S85°02'52"E for a distance of 7.82 feet to a Point of Curvature of a circular curve concave to the West, having for its elements, a central angle of 180°00'00" and a radius of 84.32 feet; thence run Easterly, Northerly and Westerly along the arc of said curve for a distance of 264.90 feet to a Point of Tangency; thence run N85°02'52"W for a distance of 58.27 feet to a point; thence run N04°57'08"E for a distance of 225.23 feet to a point of intersection with the North line of Tract 3, said DOUGHERTY'S SUBDIVISION; thence run N87°39'08"E along said North line for a distance of 177.06 feet to a point on the Mean High Water line of Biscayne Bay, as determined by Jack Mueller & Associates and approved by the Department of Natural Resources, State of Florida; thence run Southerly, along said Mean High Water line for the next twenty seven (27) courses; S70°54'06"E, 17.22 feet; S01°06'22"E, 58.91 feet; S10°03'13"E, 54.68 feet; S14°09'36"E, 82.10 feet; S20°06'36"E, 59.25 feet; S00°31'24"W, 23.48 feet; S65°11'24"W, 15.63 feet; S60°11'13"W, 31.22 feet; S19°38'31"W, 107.85 feet; S10°08'17"W, 102.42 feet; S16°44'23"W, 105.82 feet; S10°42'37"W, 102.65 feet; S14°22'28"W, 104.41 feet; S01°06'18"W, 100.18 feet; S02°19'22"E, 100.00 feet; S01°08'34"E, 100.02 feet; S03°59'02"E, 100.04 feet; S09°44'50"E, 100.84 feet; S07°38'10"W, 101.54 feet; S09°13'42"W, 102.08 feet; S10°18'46"W, 102.49 feet; S22°20'49"W, 110.07 feet; S09°52'32"W, 102.32 feet; S00°41'05"E, 100.04 feet; S00°54'28"E, 100.03 feet; S01°33'41"W, 100.23 feet; S07°58'50"E, 66.77 feet to its intersection with the North line of the aforesaid Tract 10 of S.H. RICHMOND'S SURVEY; thence departing the said Mean High Water Line run N87°46'46"E along the said North line of Tract 10 of S.H. RICHMOND'S SURVEY for 543.96 feet to the Northeast corner of said Tract 10 of S.H. RICHMOND'S SURVEY; thence S03°00'45"E along the East line of said Tract 10 of S.H. RICHMOND'S SURVEY for 393.68 feet to the southeast corner of said Tract 10 of S.H. RICHMOND'S SURVEY, said point also being the Southeast corner of the SW 1/4 of said Section 35; thence S87°47'58"W along the South line of the SW 1/4 of said Section 35 for 790.08 feet to the Point of Beginning.

REC- 12428 PG 1004
JOINDER BY CONTRACT VENDEE

The undersigned Burger King Corporation, a Florida corporation, Contract Vendee under that certain contract from Sun-Belt Corporation of America

dated the 2nd day of November, 1984, a memo of which is recorded in Official Records Book 12317 at Page 926, of the Public Records of Dade County, Florida,

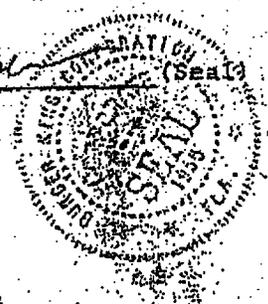
covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 7th day of January, A.D., 1985.

Burger King Corporation
Name of Corporation

By Eugene Feola
Vice President

Attest Robert H. Sorensen
Secretary



STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day appeared Eugene Feola and Robert H. Sorensen both being to me well known and known by me to be the Vice President and Secretary of Burger King Corporation under the laws of the State of Florida, and which said Corporation is known by me to be the persons described in and which executed the foregoing instrument, the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said instrument as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as to the act and deed of said Corporation and in its name, and impressed thereon its Corporate Seal for the uses and purposes therein mentioned, and after being duly authorized and directed.

WITNESS my hand and official Seal at Miami in the County and State aforesaid, on this, the 7th day of January, A.D., 1985.

Notary Public, State of Florida at Large
My Commission Expires October 19, 1988
Bonded thru Maynard Bonding Agency
My Commission Expires:

Sara Deppa
Notary Public (in and for the State of Florida at Large

The undersigned Paul E. Shipe, Jr. ~~and _____~~
~~Florida corporation, Mortgagee, under that certain mortgage from~~
Sun-Belt Corporation of America

dated the 13th day of March, 1981, and recorded in
Official Records Book 11050 at Page 880, of the Public
Records of Dade County, Florida, in the original amount of
\$ 276,840.85 covering all/or a portion of the property
described in the foregoing agreement, do hereby acknowledge that
the terms of this agreement are and shall be binding upon the
undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed
this 11 day of January, A.D., 1985.

Paul E. Shipe, Jr.
Paul E. Shipe, Jr.

STATE OF Florida
COUNTY OF Dade

BEFORE ME, the undersigned authority, this day appeared Paul E. Shipe, Jr.
and _____
both being to me well known and known by me to be the
and _____ of _____

~~under the laws of the State of _____, and which said Corporation is known by me to be the persons described in and who executed the foregoing instrument, the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said instrument as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as to the act and deed of said Corporation and in its name, and impressed thereon its Corporate Seal for the uses and purposes therein mentioned, and after being duly authorized and directed.~~

WITNESS my hand and official Seal at Coral Gables in the
State aforesaid, on this, the 11th day of January, 1985.



Maury Ray Harris
Notary Public in and for the State
of Florida at Large

My Commission Expires:

REC-12428 PG 1006
JOINDER BY REC. 4888

The undersigned Ruth S. Monk
~~Florida corporation, Mortgagee, under that certain mortgage from~~
Sun-Belt Corporation of America

dated the 13th day of March, 1981, and recorded in
Official Records Book 11050 at Page 880, of the Public
Records of Dade County, Florida, in the original amount of
\$ 276,840.85 covering all/or a portion of the property
described in the foregoing agreement, do hereby acknowledge that
the terms of this agreement are and shall be binding upon the
undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed
this 11 day of January, A.D., 1985.

Ruth S. Monk
RUTH S. MONK

STATE OF Delaware
COUNTY OF New Castle

BEFORE ME, the undersigned authority, this day appeared
Ruth S. Monk and
both being to me well known and known by me to be the
and of

~~under the laws of the
State of _____, and which said Corporation is known
by me to be the person described in and who executed the foregoing
instrument, the said officers of the said Corporation being likewise
known by me to be the officers thereof who, in their official
capacities as such officers of said Corporation executed, signed
and delivered the said instrument as the act and deed of said
Corporation, and the said officers of said Corporation then and
there severally acknowledged to and before me that they executed
the said instrument, acting in their said official capacities, for
and as to the act and deed of said Corporation and in its name, and
impressed thereon its corporate seal for the uses and purposes therein
mentioned, and after being duly authorized and directed.~~

WITNESS my hand and official Seal at Wilmington, Delaware in the
County and State aforesaid, on this 11 day of January
A.D., 1985



My Commission Expires: _____
Maria S. Freeman
Notary Public in and for the State
of Florida at Large

The undersigned Old Cutler Manor, a
Florida Partnership Mortgagee, under that certain mortgage from
Sun - Belt Corporation of America to Old Cutler Manor

dated the 13th day of March, 19 81, and recorded in
Official Records Book 11167 at Page 167, of the Public
Records of Dade County, Florida, in the original amount of
\$ _____ covering all/or a portion of the property
described in the foregoing agreement, do hereby acknowledge that
the terms of this agreement are and shall be binding upon the
undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed
this 14th day of January, A.D., 1985.

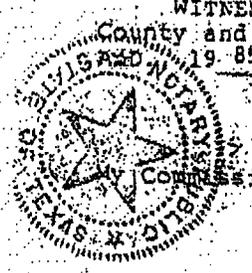
Old Cutler Manor
Name of Corporation

By [Signature]
General Partner

Attest _____ (Seal)
Secretary

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, this day appeared Clinton
Wong
both being to me well known and known by me to be the General
Partner and of Old Cutler
Manor, a partnership under the laws of the
State of Florida, and which said Partnership is known
by me to be the person described in and which executed the foregoing
instrument, the said partner of the said Corporation being likewise
known by me to be the partner thereof who, in his official
capacities as such partner of said partnership executed, signed
and delivered the said instrument as the act and deed of said
Partnership and the said partner of said Partnership then and
there severally acknowledged to and before me that he executed
the said instrument, acting in his capacity, for
and as to the act and deed of said Partnership and in its name,
~~impressed thereon its Corporate Seal for the uses and purposes therein~~
mentioned, and after being duly authorized and directed.



WITNESS my hand and official Seal at 7880 San Felipe #116 in the
County and State aforesaid, on this, the 14th day of January
19 85.

Lavern W. Dadd
Notary Public in and for
Harris County, Texas

OFF. REC. 12428 FC 1008

The undersigned Arnold Grappell and Mel Grappell, as Co-Trustees, ~~Arnold Grappell, Mel Grappell~~, collectively Florida corporation, Mortgages, under that certain mortgage from Sun-Belt Corporation of America

dated the 4th day of October, 19 82, and recorded in Official Records Book 11581 at Page 1058, of the Public Records of Dade County, Florida, in the original amount of \$ 50,000.00 covering all/or a portion of the property described in the foregoing agreement, do hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 29 day of January, A.D., 1985.

[Signature] CO-TRUSTEE
Arnold Grappell, Co-Trustee

[Signature] CO-TRUSTEE
Mel Grappell, Co-Trustee

NOTARY - 8888

(Seal)

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, this day appeared Arnold Grappell and Mel Grappell as Co-Trustees ~~Arnold Grappell and Mel Grappell~~ all being to me well known ~~and known by me to be the~~ ~~and~~ ~~of~~ ~~under the laws of the~~ ~~State of~~ ~~and which said Corporation is known~~ by me to be the persons described in and who executed the foregoing instrument, the said officers of the said Corporation being likewise known by me to be the officers thereof who, in their official capacities as such officers of said Corporation executed, signed and delivered the said instrument as the act and deed of said Corporation, and the said officers of said Corporation then and there severally acknowledged to and before me that they executed the said instrument, acting in their said official capacities, for and as to the act and deed of said Corporation and in its name, and impressed thereon its Corporate Seal for the uses and purposes therein mentioned, and after being duly authorized and directed.

WITNESS my hand and official Seal at County and State aforesaid, on this, the 29 day of January, A.D., 1985.

[Signature]
Notary Public in and Large of Florida
NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. NOV. 9, 1988

My Commission Expires:

REF. 12428 PG 1009

JOINER BY MORTGAGEE

The undersigned M. Ronald Krongold, as Trustee (s),
 and Mortgagee, under that certain mortgage from Sun-Belt Corporation
 of America dated the 4th day of October, 1985
 and recorded in Official Records Book 11581 Page 1059 of the
 Public Records of Dade County, Florida, in the original amount of \$50,000.00
 covering all/or a portion of the property
 described in the foregoing instrument, do hereby acknowledge that the terms of
 this agreement are and shall be binding upon the undersigned and its successors
 in title.

IN WITNESS WHEREOF, these presents have been executed this 29th day of
January A.D., 1985.

WITNESSES:

[Signature]
[Signature]

[Signature]
 Trustee

STATE OF FLORIDA)

COUNTY OF DADE)

I, an officer authorized to take acknowledgements according to the law and
 duly qualified, and so acting, do hereby certify that on this date personally
 appeared before me M. Ronald Krongold
 who is to me personally known and who acknowledged the foregoing instrument for
 the purposes therein contained, and had acknowledged that he was authorized
 under the trust to execute said instrument on behalf of the beneficiaries of the
 trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, Dade
 County, Florida, this 29th day of January A.D.
1985

[Signature]
 Notary Public in and for the State of
 Florida at Large



My Commission expires:

1/2/87

Trustee

JOINDER BY MORTGAGE

The undersigned Paul H. Bass, as Trustee (s),
and Mortgagee, under that certain mortgage from Sun-Belt Corporation
of America dated the 4th day of October, 1982
and recorded in Official Records Book 11501 Page 1058 of the
Public Records of Dade County, Florida, in the original amount of \$50,000.00

_____ covering all/or a portion of the property
described in the foregoing instrument, do hereby acknowledge that the terms of
this agreement are and shall be binding upon the undersigned and its successors
in title.

IN WITNESS WHEREOF, these presents have been executed this 29th day of
January A.D., 1985.

WITNESSES:

[Signature]
[Signature]

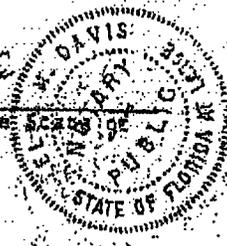
[Signature]
Trustee

STATE OF FLORIDA)
COUNTY OF DADE)

I, an officer authorized to take acknowledgements according to the law and
duly qualified, and so acting, do hereby certify that on this date personally
appeared before me Paul H. Bass
who is to me personally known and who acknowledged the foregoing instrument for
the purposes therein contained, and had acknowledged that he was authorized
under the trust to execute said instrument on behalf of the beneficiaries of the
trust.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, Dade
County, Florida, this 29th day of January A.D.
1985

[Signature]
Notary Public in and for the State of
Florida at Large



My Commission expires:

12/1/87

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD NUMBER
RICHARD E. BRINER
CLERK CIRCUIT COURT

RESOLUTION NO. Z-30-85

The following resolution was offered by Commissioner Clara Oesterle, seconded by Commissioner Barbara M. Carey, and upon poll of members present the vote was as follows:

Barbara M. Carey	aye	Barry D. Schreiber	absent
Clara Oesterle	aye	Sherman S. Winn	absent
Beverly B. Phillips	aye	Jorge (George) Valdes	absent
James F. Redford, Jr.	absent	Stephen P. Clark	aye
Harvey Ruvin	aye		

WHEREAS, SCB PROPERTIES, INC., had applied for the following:

- (1) A district boundary change from RU-4 (Apartments) to OPD (Government Property) (Parcel A).
- (2) A district boundary change from EU-M (Estate Use Modified), EU-2 (Estates, 1 Family-5 Acres Gross), and RU-4 (Apartments) to GU (Agricultural (Parcel C)).
- (3) A district boundary change from RU-4L (Limited Apartment House), EU-M (Estate Use Modified), EU-2 (Estates, 1 Family-5 Acres Gross), and GU (Agriculture) to GU (Agriculture) (Parcel D).
- (4) USE VARIANCE to permit a 60 unit apartment building in the GU district.
- (5) UNUSUAL USE to permit private recreational facilities, to wit: tennis courts, basketball courts, swimming pool, and playing fields in the GU district.
- (6) SPECIAL EXCEPTION to permit night lighting on the proposed recreational facilities.
- (7) UNUSUAL USE to permit the filling and enlargement of portions of the existing lake.
- (8) MODIFICATION of Condition #2 pertaining to the approval of the marina of Resolution Z-196-74, passed and adopted by the Board of County Commissioners on July 23, 1974 as follows:

FROM: "2. That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled 'Revised Marina Excavation and Bulkhead Plan - Location Only - South Cutler Bay', prepared by H. J. Ross Associates, Inc., dated revised January 21, 1974."

TO: "2. That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled 'Lake Modifications', as prepared by Post, Buckley, Schuh, and Jernigan, Inc., dated 12-31-84, consisting of four pages, and plan entitled 'Burger King World Headquarters: Control Drawing - Site Plan', as prepared by Hellmuth, Obata, and Kassabaum, Planners and Architects, consisting of one sheet, dated last revised January 7, 1985."

The purpose of the request is to permit the applicant to revise the approved slopes as follows:

Section A-A: The applicant is proposing a 3 foot horizontal to 1 foot vertical slope from existing ground elevation into a minimum depth of 3' of water, thence a 5 foot wide horizontal shelf, thence a deep cut vertical slope to the existing bottom of the lake at - 20.0 elevation.

Section B-B: The applicant is proposing a deep cut vertical slope from the top of the existing bulkhead at elevation +4.0 to the bottom of the existing lake at -20.0 elevation.

Section C-C: The applicant is proposing a 3 foot horizontal to 1 foot vertical slope from top of berm at elevation +5.0 into a minimum depth of 3' of water, thence a 5' wide horizontal shelf, thence a 1 foot horizontal to 1 foot vertical slope to the existing bottom of the lake at - 20.0 elevation.

Section D-D: The applicant is proposing a deep cut vertical slope from the top of the existing bulkhead at +4.0 elevation to the bottom of the existing lake at -20.0 elevation.

- (9) NON-USE VARIANCE OF LOT FRONTAGE REGULATIONS to permit a parcel (Parcel A) with a frontage of 0' on a public street (100' required).
- (10) NON-USE VARIANCE OF ZONING AND SUBDIVISION REGULATIONS to permit access to a public street by means of private drives (Parcel A).
- (11) NON-USE VARIANCE OF SETBACK REQUIREMENTS to permit a proposed bus/bicycle shelter setback 0' (50' required) from the west (Old Cutler Road) property line.
- (12) NON-USE VARIANCE OF PARKING REGULATIONS to permit back-out space of 14' and 22' (24' required).
- (13) NON-USE VARIANCE OF LANDSCAPED OPEN SPACE REQUIREMENTS to permit 75% of the total required landscaping to be of category 1 type landscaping (80% required).

Plans are on file and may be examined in the Zoning Department entitled "Burger King World Headquarters", as prepared by Hellmuth, Obata, & Kassabaum, Inc., Architects consisting of 21 sheets, dated revised January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11, and 13 through 17, dated revised January 10, 1985, on cover sheet and sheet 2, and dated revised January 15, 1985, on sheets 6, 7a revised, and 7b revised.

Plans of the proposed lake enlargement and slope modifications are entitled "Lake Modifications", as prepared by Post, Buckley, Schuh, & Jernigan, Inc. Consulting Engineers and Planners, consisting of 5 sheets dated 12-31-84.

SUBJECT PROPERTY: Portions of Section 34 and Section 35, Township 55 South, Range 40 East. See composite Exhibit A for complete description.

LOCATION: The east side of Old Cutler Road, between theoretical S.W. 177 Street and theoretical S.W. 184 Street, Dade County, Florida.

SIZE OF PROPERTY: 114+ Acres

WHEREAS, a public hearing of the Board of County Commissioners, Dade County, Florida, was advertised and held, as required by law, and all interested parties concerned in the matter were heard, at which time Mr. Rawlinson, Coordinator for the Developmental Impact Committee (D.I.C.), had announced that the applicant had submitted a revised plan which had minor modifications and which was within the scope of the advertisement for the hearing and this Board permitted the amendment of the application accordingly; and at which time the applicant proffered a Declaration of Restrictive Covenants, which among other things agreed that the property would be developed in substantial compliance with plans submitted for the hearing; that property, along the water front, would be dedicated to the National Park Service; that changes in the plans, both as to residential and office

buildings, would require waivers from adjacent property owners, and a Public Hearing; that any increase requested in square footage of the buildings within the OPD district, would require an appropriate DRI application; that owners would contribute sums of money, goods or services to Dade County Parks Department to be used for Old Cutler Hammock Park, and upon due and proper consideration having been given to the matter and to the recommendation of the Developmental Impact Committee, it is the opinion of this Board that the requested district boundary changes would be compatible with the neighborhood and area concerned and would not be in conflict with the principles and intent of the plan for the development of Dade County, Florida, and that the use variance, unusual uses, special exception, modification of Condition #2 pertaining to Resolution Z-196-74, and non-use variances, would be compatible with the area and its development and would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance and should be approved and that the proffered Declaration of Restrictions should be accepted;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the application in total, including the amended site plan, be and the same is hereby approved;

BE IT FURTHER RESOLVED that the Modification #2 of Resolution Z-196-74 pertaining to the Marina is approved as follows:

That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled, "Lake Modifications" as prepared by Post, Buckley, Schuh and Jernigan, Inc., dated last revised 1-31-85, consisting of 5 pages, and plan entitled, "Burger King World Headquarters: Site Plan", as prepared by Hellmuth, Obata and Kassabaum, Planners and Architects, consisting of one sheet (2A) dated last revised February 7, 1985".

BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled "Burger King World Headquarters", as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11, and 13-17, dated revised January 10, 1985, on cover sheet and sheet 2, and dated revised January 15, 1985, on sheet 6, and dated last revised January 30, 1985, on sheets 7A revised and 7B revised, a

complete set of which is on file with the Dade County Building and Zoning Department.

BE IT FURTHER RESOLVED that this Board accepts and elects to enforce all assurances and representations made by and on behalf of the applicant at the Public Hearing.

BE IT FURTHER RESOLVED that the approval of the Subdivision Variances are predicated upon the following:

1. That there are special circumstances affecting the subject property and strict application of the subdivision regulations would deprive the applicant of a reasonable use of their land. These special circumstances pertain to the fact that the subject property has severe environmental and other site constraints which impact the design of an internal circulation system and make the proposed use infeasible if subdivision regulations are strictly adhered to.
2. The variance is necessary for the preservation and enjoyment of a substantial property right of the applicant, in that, the approval of this variance would enable Burger King Corporation to construct a proper internal roadway system which adequately serves the proposed development while preserving valuable environmental resources on the site.
3. The granting of the variance will not be detrimental to the public welfare or injurious to other property in the area in which the subject property is located because the applicant has agreed to make the necessary modifications to the area road system which will maintain adequate transportation safety and service.

The Zoning Director is hereby directed to make the necessary changes and notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms of this resolution.

PASSED AND ADOPTED this 7th day of February, 1985.

February, 1985
No. 85-2-CC-1
mr
2/11/85

DADE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS
Richard P. Brinker, Clerk

By RAYMOND REED
Deputy Clerk

This resolution transmitted to the Clerk of the Board of County Commissioners on the 11th day of February 1985.

LEGAL DESCRIPTION

PARCEL "A"

A portion of DOUGHERTY'S SUBDIVISION as recorded in Plat Book 1 at Page 1 and S.H. Richmond's Survey of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, as recorded in Plat Book 1 at Page 67, both the Public Records of Dade County, Florida being more particularly described as follows:

Commence at the intersection of the Easterly Right of Way line of Ingraham Highway with the Northerly line of Tract 3, said DOUGHERTY'S SUBDIVISION; thence run S28°06'20"W, along said Easterly Right of Way line of Ingraham Highway, for a distance of 377.28 feet to a point; thence run S61°53'40"E for a distance of 102.97 feet to the POINT OF BEGINNING; thence run S13°57'55"W for a distance of 1050.00 feet to a point; thence run S76°02'05"E for a distance of 141.00 feet to a point; thence run S50°17'05"E for a distance of 675.00 feet to a point; thence run N58°12'55"E for a distance of 350.00 feet to a point of curvature of a circular curve to the left, having for its elements a central angle of 82°45'00" and a radius of 180.00 feet; thence run Northeasterly and Northerly along the arc of said curve for a distance of 259.97 feet to a point of reverse curvature of a circular curve of the right, having for its elements a central angle of 38°30'00" and a radius of 300.00 feet; thence run Northerly along the arc of said curve for a distance of 201.59 feet to the Point of Tangency; thence run N13°57'55"E for a distance of 145.00 feet to the Point of Curvature of a circular curve to the left, having for its elements a central angle of 45°00'00" and a radius of 350.00 feet; thence run Northerly and Northwesterly along the arc of said curve for a distance of 299.32 feet to a point of reverse curvature of a circular curve to the right, having for its elements a central angle of 62°00'00" and a radius of 130.00 feet; thence run Northwesterly and Northerly along the arc of said curve for a distance of 194.78 feet to a point of reverse curvature of a circular curve to the left, having for its elements a central angle of 17°20'06" and a radius of 275.00 feet; thence run Northerly along the arc of said curve for a distance of 83.20 feet to a point; thence run N76°02'05"W for a distance of 768.50 feet to the POINT OF BEGINNING.

Containing 24.94 Acres more or less

Subject to any reservations, dedications or easements of record.

A portion of DOUGHERTY'S SUBDIVISION as recorded in Plat Book 1 at Page 1 and S.H. RICHMOND'S SURVEY of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, as recorded in Plat Book 1 at Page 67, both of the Public Records of Dade County, Florida being more particularly described as follows:

Commence at the intersection of the Easterly Right of Way line of Ingraham Highway with the Northerly line of Tract 3, said DOUGHERTY'S SUBDIVISION; thence run $N87^{\circ}39'08''E$ along the North line of said Tract 3 for a distance of 819.58 feet to the POINT OF BEGINNING; thence continue $N87^{\circ}39'08''E$ for a distance of 119.57 feet to a point on the "Mean High Water Line Elevation +1.50 NGVD" as established by JACK MUELLER & ASSOCIATES, INC. and approved by the State of Florida, Department of Natural Resources on May 9, 1984; thence run Southerly along said "Mean High Water Line Elevation +1.50 NGVD" for the next twenty-seven (27) courses; thence run $S70^{\circ}54'06''E$ for a distance of 17.22 feet to a point; thence run $S01^{\circ}06'22''E$ for a distance of 58.91 feet to a point; thence run $S10^{\circ}03'13''E$ for a distance of 54.68 feet to a point; thence run $S14^{\circ}09'36''E$ for a distance of 82.10 feet to a point; thence run $S20^{\circ}06'36''E$ for a distance of 59.25 feet to a point; thence run $S00^{\circ}31'24''W$ for a distance of 23.48 feet to a point; thence run $S65^{\circ}11'24''W$ for a distance of 15.63 feet to a point; thence run $S60^{\circ}11'13''W$ for a distance of 31.22 feet to a point; thence run $S19^{\circ}38'31''W$ for a distance of 107.85 feet to a point; thence run $S10^{\circ}08'17''W$ for a distance of 102.42 feet to a point; thence run $S16^{\circ}44'23''W$ for a distance of 105.82 feet to a point; thence run $S10^{\circ}42'37''W$ for a distance of 102.65 feet to a point; thence run $S14^{\circ}22'28''W$ for a distance of 104.15 feet to a point; thence run $S01^{\circ}06'13''W$ for a distance of 100.18 feet to a point; thence run $S02^{\circ}19'22''E$ for a distance of 100.00 feet to a point; thence run $S01^{\circ}03'34''E$ for a distance of 100.02 feet to a point; thence run $S05^{\circ}39'02''E$ for a distance of 100.04 feet to a point; thence run $S09^{\circ}44'50''E$ for a distance of 100.54 feet to a point; thence run $S07^{\circ}38'10''W$ for a distance of 101.54 feet to a point; thence run $S09^{\circ}13'42''W$ for a distance of 102.08 feet to a point; thence run $S10^{\circ}18'46''W$ for a distance of 102.49 feet to a point; thence run $S22^{\circ}20'49''W$ for a distance of 110.07 feet to a point; thence run $S09^{\circ}52'32''W$ for a distance of 102.32 feet to a point; thence run $S00^{\circ}41'05''E$ for a distance of 100.04 feet to a point; thence run $S00^{\circ}54'28''E$ for a distance of 100.03 feet to a point; thence run $S01^{\circ}33'41''W$ for a distance of 100.23 feet to a point; thence run $S07^{\circ}58'50''E$ for a distance of 66.77 feet to a point; thence, departing said "Mean High Water Line Elevation +1.50 NGVD", run $S87^{\circ}46'46''W$, along the South line of the North 1/2 of the South 1/2 of the South 1/2 of said Section 35, for a distance of 125.00 feet to a point; thence run $N03^{\circ}16'00''W$ for a distance of 461.00 feet to a point on a circular curve concave to the Northwest, a radial to said point bears $S31^{\circ}47'05''E$; thence run Northeasterly and Northerly along the arc of said curve, through a central angle of $82^{\circ}45'00''$ and a radius of 150.00 feet, for a distance of 259.97 feet to a point of reverse curvature of a circular curve concave to the East, having for its elements a central angle of $38^{\circ}30'00''$ and a radius of 300.00 feet; thence run Northerly along the arc of said curve for a distance of 201.59 feet to a Point of Tangency; thence run $N13^{\circ}57'55''E$ for a distance of 145.00 feet to a Point of Curvature of a circular curve to the left, having for its elements a central angle of $49^{\circ}00'00''$ and a radius of 350.00 feet; thence run Northerly and Northwesterly along the arc of said curve for a distance of 299.32 feet to a point of reverse curvature of a circular curve to the right, having for its elements a central angle of $62^{\circ}00'00''$ and a radius of 180.00 feet; thence run Northwesterly and Northerly along the arc of said curve for a distance of 194.78 feet to a point of reverse curvature of a circular curve to the left, having for its elements a central angle of $37^{\circ}00'00''$ and a radius of 275.00 feet; thence run Northerly along the arc of said curve for a distance of 177.59 feet to a point of reverse curvature of a circular curve to the right, having for its elements a central angle of $105^{\circ}00'00''$ and a radius of 120.00 feet; thence run Northerly and Northeasterly along the arc of said curve for a distance of 219.91 feet to a point of reverse curvature of a circular curve to the left having for its elements a central angle of $100^{\circ}00'00''$ and a radius of 120.00 feet; thence run Northeasterly, Northerly and Northwesterly along the arc of said curve for a distance of 376.99 feet to a point; thence run $N04^{\circ}57'55''E$, radial to the last described curve, for a distance of 127.34 feet to the POINT OF BEGINNING.

Containing 7.92 Acres More or less

LEGAL DESCRIPTION
REMAINDER PA

PARCEL "C"

All that part of Tracts 3, 4, 5, 6, 7, 8 and 9, lying east of the Easterly Right-of-Way line of Ingraham Highway of DOUGHERTY'S SUBDIVISION, according to the plat thereof recorded in Plat Book 1, Page 1 of the Public Records of Dade County, Florida;

AND

All that part of Tracts 1 and 2 lying East of the Easterly Right-of-Way line of Ingraham Highway, and all of Tracts 3 and 4, of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, Page 67 of the Public Records of Dade County, Florida;

AND

The North 1/2 of the North 1/2 of the South 1/2 of the SE 1/4 of the SW 1/4 and the North 1/2 of the North 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4, all in Section 35, Township 55 South, Range 40 East, also known as the North 1/2 of Tracts 5 and 6 of S.H. RICHMOND'S SURVEY of the SW 1/4 of said Section 35, according to the plat thereof recorded in Plat Book 1, Page 67 of the Public Records of Dade County, Florida;

AND

That part of the NW 1/4 of the SW 1/4 of the SW 1/4 lying East of the Easterly Right-of-Way line of Ingraham Highway in Section 35, Township 55 South, Range 40 East;

AND

All that part of the North 1/2 of the North 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4, in Section 35, Township 55 South, Range 40 East, lying East of the center line of the County Road, as shown on S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, at Page 67, of the Public Records of Dade County, Florida;

AND

The South 1/2 of the North 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4 (South 1/2 of Lot 5) and the South 1/2 of the North 1/2 of the South 1/2 of the SE 1/4 of the SW 1/4 (South 1/2 of Lot 5) of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, according to the plat thereof recorded in Plat Book 1, at Page 67 of the Public Records of Dade County, Florida;

A portion of DOUGHERTY'S SUBDIVISION as recorded in Plat Book 1 at Page 1 and S.H. Richmond's Survey of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, as recorded in Plat Book 1 at Page 67, both the Public Records of Dade County, Florida being more particularly described as follows:

Commence at the intersection of the Easterly Right of Way line of Ingraham Highway with the Northerly line of Tract 3, said DOUGHERTY'S SUBDIVISION; thence run $S28^{\circ}06'20''W$, along said Easterly Right of Way line of Ingraham Highway, for a distance of 377.28 feet to a point; thence run $S61^{\circ}53'40''E$ for a distance of 102.97 feet to the POINT OF BEGINNING; thence run $S13^{\circ}57'55''W$ for a distance of 1050.00 feet to a point; thence run $S76^{\circ}02'05''E$ for a distance of 141.00 feet to a point; thence run $S50^{\circ}17'05''E$ for a distance of 675.00 feet to a point; thence run $N58^{\circ}12'55''E$ for a distance of 350.00 to a point of curvature of a circular curve to the left, having for its elements a central angle of $82^{\circ}45'00''$ and a radius of 180.00 feet; thence run Northeasterly and Northerly along the arc of said curve for a distance of 259.97 feet to a point of reverse curvature of a circular curve of the right, having for its elements a central angle of $38^{\circ}30'00''$ and a radius of 300.00 feet; thence run Northerly along the arc of said curve for a distance of 201.59 feet to the Point of Tangency; thence run $N13^{\circ}57'55''E$ for a distance of 145.00 feet to the Point of Curvature of a circular curve to the left, having for its elements a central angle of $49^{\circ}00'00''$ and a radius of 350.00 feet; thence run Northerly and Northwesterly along the arc of said curve for a distance of 299.32 feet to a point of reverse curvature of a circular curve to the right, having for its elements a central angle of $62^{\circ}00'00''$ and a radius of 180.00 feet; thence run Northwesterly and Northerly along the arc of said curve for a distance of 194.78 feet to a point of reverse curvature of a circular curve to the left, having for its elements a central angle of $17^{\circ}20'06''$ and a radius of 275.00 feet; thence run Northerly along the arc of said curve for a distance of 83.20 feet to a point; thence run $N76^{\circ}02'05''W$ for a distance of 768.50 feet to the POINT OF BEGINNING.

AND LESS

A portion of DOUGHERTY'S SUBDIVISION as recorded in Plat Book 1 at Page 1 and S.H. RICHMOND'S SURVEY of the S.W. 1/4 of Section 35, Township 55 South, Range 40 East, as recorded in Plat Book 1 at Page 67, both of the Public Records of Dade County, Florida being more particularly described as follows:

Commence at the intersection of the Easterly Right of Way line of Ingraham Highway with the Northerly line of Tract 3, said DOUGHERTY'S SUBDIVISION; thence run $N87^{\circ}39'08''E$ along the North line of said Tract 3 for a distance of 819.58 feet to the POINT OF BEGINNING; thence continue $N87^{\circ}39'08''E$ for a distance of 119.57 feet to a point on the "Mean High Water Line Elevation +1.50 NGVD" as established by JACK MUELLER & ASSOCIATES, INC. and approved by the State of Florida, Department of Natural Resources on May 9, 1984; thence run Southerly along said "Mean High Water Line Elevation +1.50 NGVD" for the next twenty-seven (27) courses; thence run $S70^{\circ}54'06''E$ for a distance of 17.22 feet to a point; thence run $S01^{\circ}06'22''E$ for a distance of 58.91 feet to a point; thence run $S10^{\circ}03'13''E$ for a distance of 54.68 feet to a point; thence run $S14^{\circ}09'36''E$ for a distance of 82.10 feet to a point; thence run $S20^{\circ}06'36''E$ for a distance of 59.25 feet to a point; thence run $S00^{\circ}31'24''W$ for a distance of 23.48 feet to a point; thence run $S65^{\circ}11'24''W$ for a distance of 15.63 feet to a point; thence run $S60^{\circ}11'13''W$ for a distance of 31.22 feet to a point; thence run $S19^{\circ}38'31''W$ for a distance of 107.85 feet to a point; thence run $S10^{\circ}08'17''W$ for a distance of 102.42 feet to a point; thence run $S16^{\circ}44'23''W$ for a distance of 105.82 feet to a point; thence run $S10^{\circ}42'37''W$

for a distance of 102.65 feet to a point; thence run $S14^{\circ}22'28''W$ for a distance of 104.15 feet to a point; thence run $S01^{\circ}06'18''W$ for a distance of 100.18 feet to a point; thence run $S02^{\circ}19'22''E$ for a distance of 100.00 feet to a point; thence run $S01^{\circ}08'34''E$ for a distance of 100.02 feet to a point; thence run $S03^{\circ}59'02''E$ for a distance of 100.04 feet to a point; thence run $S09^{\circ}44'50''E$ for a distance of 100.84 feet to a point; thence run $S07^{\circ}38'10''W$ for a distance of 101.54 feet to a point; thence run $S09^{\circ}13'42''W$ for a distance of 102.08 feet to a point; thence run $S10^{\circ}18'46''W$ for a distance of 102.49 feet to a point; thence run $S22^{\circ}20'49''W$ for a distance of 110.07 feet to a point; thence run $S09^{\circ}52'32''W$ for a distance of 102.32 feet to a point; thence run $S00^{\circ}41'05''E$ for a distance of 100.04 feet to a point; thence run $S00^{\circ}54'28''E$ for a distance of 100.03 feet to a point; thence run $S01^{\circ}33'41''W$ for a distance of 100.23 feet to a point; thence run $S07^{\circ}58'50''E$ for a distance of 66.77 feet to a point; thence, departing said "Mean High Water Line Elevation +1.50 NGVD", run $S87^{\circ}46'46''W$, along the South line of the North 1/2 of the South 1/2 of the South 1/2 of the South 1/2 of said Section 35, for a distance of 125.00 feet to a point; thence run $N03^{\circ}16'00''W$ for a distance of 461.00 feet to a point on a circular curve concave to the Northwest, a radial to said point bears $S31^{\circ}47'05''E$; thence run Northeasterly and Northerly along the arc of said curve, through a central angle of $82^{\circ}45'00''$ and a radius of 180.00 feet, for a distance of 259.97 feet to a point of reverse curvature of a circular curve concave to the East, having for its elements a central angle of $38^{\circ}30'00''$ and a radius of 300.00 feet; thence run Northerly along the arc of said curve for a distance of 201.59 feet to a point of tangency; thence run $N13^{\circ}57'55''E$ for a distance of 145.00 feet to a point of curvature of a circular curve to the left, having for its elements a central angle of $49^{\circ}00'00''$ and a radius of 350.00 feet; thence run Northerly and Northwesterly along the arc of said curve for a distance of 299.32 feet to a point of reverse curvature of a circular curve to the right, having for its elements a central angle of $52^{\circ}00'00''$ and a radius of 180.00 feet; thence run Northwesterly and Northerly along the arc of said curve for a distance of 134.78 feet to a point of reverse curvature of a circular curve to the left, having for its elements a central angle of $37^{\circ}00'00''$ and a radius of 275.00 feet; thence run Northerly along the arc of said curve for a distance of 177.59 feet to a point of reverse curvature of a circular curve to the right, having for its elements a central angle of $105^{\circ}00'00''$ and a radius of 120.00 feet; thence run Northerly and Northeasterly along the arc of said curve for a distance of 219.91 feet to a point of reverse curvature of a circular curve to the left having for its elements a central angle of $130^{\circ}00'00''$ and a radius of 120.00 feet; thence run Northeasterly, Northerly and Northwesterly along the arc of said curve for a distance of 376.99 feet to a point; thence run $N04^{\circ}57'55''E$, radial to the last described curve, for a distance of 127.34 feet to the POINT OF BEGINNING.

Containing 36.08 Acres More or less.

Subject to any reservations, dedications or easements of record.

PARCEL "D"

LEGAL DESCRIPTION THIS PROPERTY:

All of Blocks 8 and 11, lying Southerly and Easterly of the County Road, and all of Blocks 9 and 10 of the SW 1/4 of said Section 35, according to Plat Book 1, at Page 87, of the Public Records of Dade County, Florida; and all of the S 1/2 of the N 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 lying Easterly and Southerly of the County Road in said Section 35; and also all that part of the SE 1/4 of the SE 1/4 of the SE 1/4 of said Section 34, lying Southerly and Easterly of the County Road being in Dade County, Florida; also a strip of land 25 feet in width lying West of said Block 11 above mentioned and South of the Southerly line of the County Road;

AND

All that part of Blocks 7 and 11 of the SW 1/4 of the SW 1/4 of said Section 35, lying Northwesterly of the County Road as shown on the Plat of the SW 1/4 of said Section 35, surveyed and drawn by S.H. Richmond and filed in Plat Book 1 at Page 87, and lying Southeasterly of Ingraham Highway (Old Cutler Road) as same is currently laid out;

AND

All that part of the N 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 of said Section 35, lying Northwesterly of the County Road as shown on the Plat filed in Plat Book 1, at Page 87, of the Public Records of Dade County, Florida, and lying Southeasterly of Ingraham Highway (Old Cutler Road) as same is currently laid out;

AND

That portion of the Easterly 1/2 of the County Road shown on said S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, lying Westarly of Blocks 8 and 11 of said S.H. RICHMOND'S SURVEY and lying within the S 1/2 of the N 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 of said Section 35, LESS that portion thereof lying within the West 40 feet of the SW 1/4 of said Section 35.

AND

That portion of that certain parcel of land conveyed to Dade County by Warranty Deed from Julian S. Eaton and Ethelwynne Eaton, dated February 5, 1942 and recorded in Deed Book 2237 at Page 549, under Clerk's File No. R-22573, of the Public Records of Dade County, Florida, lying Southeasterly of a line 50 feet Southeasterly of and parallel with the following described centerline for Old Cutler Road; Commence at the Southeast corner of said Section 34; thence run N 89° 29' 05" W, along the South line of the SE 1/4 of said Section 34, for a distance of 151.46 feet to the Point of Beginning of the herein described centerline for Old Cutler Road; thence run N 31° 03' 37" E across the SE 1/4 of said Section 34 and across the SW 1/4 of said Section 35, for a distance of 914.42 feet, more or less, to a point on the North line of the N 1/2 of the SW 1/4 of the SW 1/4 of said Section 35 and to the END of the herein described centerline for Old Cutler Road:

AND

That portion of the Westerly 1/2 of the County Road shown on said S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, lying Easterly of Block 7 of said S.H. RICHMOND'S SURVEY, Easterly of that portion of Block 11 of said S.H. RICHMOND'S SURVEY, lying Northwesterly of said County Road and within the N 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 of said Section 35, LESS that portion thereof lying within the West 40 feet of the SW 1/4 of said Section 35;

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, RICHARD P. BRINKER, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. 2-30-85, adopted by the said Board of County Commissioners at its meeting held on February 7, 1985.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 12th day of February, A. D. 19 85.

RICHARD P. BRINKER, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By *R. Brinker*
Deputy Clerk

SEAL



Board of County Commissioners
Dade County, Florida

RESOLUTION NO. 4-ZAB-270-85

The following resolution was offered by Mr. Murray Sisselman seconded by Mrs. Joyce Masso and upon poll of members present, the vote was as follows:

Thomas A. Conger	aye	Margaret Nelson	aye
Peter Goldring	absent	Mary Jean Risi	aye
Levi A. Johnson	aye	Murray Sisselman	aye
Jose A. Losa	aye	R. Jollivette Frazier	absent
Joyce Masso	aye		

WHEREAS, BURGER KING CORPORATION has applied for the following:

- (1) DELETION of an Agreement only as it affects the hereinafter described subject property; said Agreement being recorded in Official Record Book 7197, at Pages 498 through 516, on the 26th day of April, 1971, and pursuant to Resolution Z-89-70, passed and adopted by the Board of County Commissioners on the 16th day of April, 1970.
- (2) DELETION of an Agreement entered into between South Cutler Bay, Inc. and Dade County; said agreement being recorded in Official Record Book 8997 at Pages 1168 through 1170 on the 22nd day of May, 1975, and required pursuant to Resolution Z-196-74, passed and adopted by the Board of County Commissioners on the 23rd day of July, 1974.
- (3) DELETION of a Declaration of Restrictive Covenants entered into between Sun-Belt Corporation of America and Dade County; said Restrictive Covenants being recorded in Official Record Book 11198 at Pages 987 through 999 on the 28th day of August, 1981.

The purpose of the above requests is to remove these agreements from the official records of Dade County, and to release the subject property from the conditions therein, leaving the property under the current restrictions of the Declaration of Restrictive Covenants filed pursuant to Resolution Z-30-85 in Official Record Book 12428 at Pages 990 through 1010.

SUBJECT PROPERTY: PARCEL 1: All of Blocks 8 and 11, lying S/ly and E/ly of the County Road, and all of Blocks 9 and 10 of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67; and all of the south 1/2, of the north 1/2, of the SW 1/4, of the SW 1/4, of the SW 1/4 lying E/ly and S/ly of the County Road in Section 35, Township 55 South, Range 40 East, and also all that part of the SE 1/4, of the SE 1/4, of the SE 1/4 of Section 34, Township 55 South, Range 40 East, lying S/ly and E/ly of the County Road; also a strip of land 25' in width lying west of the said aforementioned Block 11 and south of the S/ly line of the County Road.

PARCEL 2: All that part of Lots 7 and 11 of the SW 1/4 of the SW 1/4 of Section 35, Township 55 South, Range 40 East, lying NW/ly of the County Road as shown on the plat of the SW 1/4 of Section 35, Township 55 South, Range 40 East, surveyed and drawn by S. H. RICHMOND and filed in Plat book 1, Page 67, and lying SE/ly of Ingraham Highway (Old Cutler Road) as same is currently laid out.

PARCEL 3: All that part of the north 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 of Section 35, Township 55 South, Range 40 East, lying NW/ly of the County Road as shown on the plat filed in Plat book 1, Page 67, and lying SE/ly of Ingraham Highway (Old Cutler Road) as same is currently laid out.

PARCEL 4: That portion of that certain parcel of land conveyed to Dade County by Warranty Deed from Julian S. Eaton and Ethelwynne Eaton, dated February 5, 1942 and recorded in Deed Book 2237 at Page 549, under Clerk's File Number R-22573, lying SE/ly of a line 50' SE/ly of and parallel with the following described centerline for Old Cutler Road; commence at the Southeast corner of Section 34, Township 55 South, Range 40 East; thence run N89°29'5"W along the south line of the SE 1/4 of said Section 34 for a distance of 151.64' to the Point of beginning of the herein described centerline for Old Cutler Road; thence run N31°3'37"E across the SE 1/4 of said Section 34 and across the SW 1/4 of Section 35, Township 55 South, Range 40 East, for a distance of 914.42', to a point on the north line of the north 1/2, of the SW 1/4, of the SW 1/4, of the SW 1/4 of said Section 35 and to the end of the herein described centerline for Old Cutler Road.

A-Sub-270-85

PARCEL 5: All of County Road shown on S.H. Richmond's Survey of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67, lying between those lands shown as Parcels 1 through 4 herein.

AND: All riparian and littoral rights (if any) appurtenant to all of the foregoing described property, including but not limited to, all riparian and littoral rights east of the mean high water line, and in the interest (if any) in the foregoing described property up to the centerline of an road(s) or street(s) abutting any of the foregoing described property.

AND:

All that part of Tracts 3, 4, 5, 6, 7, 8, and 9, lying east of the E/ly right-of-way line of Ingraham Highway of DOUGHTERY'S SUBDIVISION, Plat book 1, Page 1 of the Public Records of Dade County, Florida;

AND:

All that part of Tracts 1 and 2 lying east of the E/ly Right-of-Way line of Ingraham Highway, and all of Tracts 3 and 4 of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67;

AND:

The north 1/2 of the north 1/2 of the south 1/2 of the SE 1/4 of the SW 1/4 and the north 1/2 of the north 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4, all in Section 35, Township 55 South, Range 40 East, also known as the north 1/2 of Tracts 5 and 6 of S.H. RICHMOND'S SURVEY of the SW 1/4 of said Section 35, Plat book 1, Page 67;

AND:

That part of the NW 1/4 of the SW 1/4 of the SW 1/4 lying east of the E/ly right-of-way line of Ingraham Highway in Section 35, Township 55 South, Range 40 East;

AND:

All of that part of the north 1/2 of the north 1/2 of the SW 1/4 of the SW 1/4 of the SW 1/4 in Section 35, Township 55 South, Range 40 East, lying east of the center line of the County Road as shown on S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67;

AND:

All that part of the County Road as shown on S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67, included in the above described parcels, EXCEPT the portions thereof now a part of Ingraham Highway;

AND:

The south 1/2 of the north 1/2 of the SE 1/4 of the SW 1/4 of the SW 1/4 (the south 1/2 of Lot 5) and the south 1/2 of the north 1/2 of the south 1/2 of the SE 1/4 of the SW 1/4 (south 1/2 of Lot 6) of S.H. RICHMOND'S SURVEY of the SW 1/4 of Section 35, Township 55 South, Range 40 East, Plat book 1, Page 67; and all riparian and littoral rights (if any) appurtenant to all of the foregoing described property, including but not limited to, all riparian and littoral rights east of the mean high water line, as shown on the survey prepared by Jack Mueller & Associates, Inc., dated April 18, 1984, revised August 3, 1984, November 15, 1984 and December 21, 1984, and including the interest (if any) in the property up to the center line of any road(s) or street(s) abutting any of the foregoing described property.

LOCATION: The east side of Old Cutler Road between theoretical S.W. 177 Street and theoretical S.W. 184 Street, Dade County, Florida, and

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested deletions would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board, that the requested Deletion of an Agreement only as it affects the subject property; said Agreement being recorded in Official Record Book 7197, at Pages 498 through 516, on the 26th day of April, 1971, and pursuant to Resolution Z-89-70, Deletion of an Agreement entered into between South Cutler Bay, Inc. and Dade County; said agreement being recorded in Official Record Book 8997 at Pages 1168 through 1170 on the 22nd day of May, 1975, and required pursuant to Resolution Z-196-74 and Deletion of a Declaration of Restrictive Covenants entered into between Sun-Belt Corporation of America and Dade County; said Restrictive Covenants being recorded in Official Record Book 11198 at Pages 987 through 999 on the 28th day of August, 1981 be and the same are hereby approved.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department.

PASSED AND ADOPTED this 24th day of JULY, 1985.

Heard 7/24/85
Hearing No. 85-7-32
7/25/85 aa

RESOLUTION NO. 4-ZAB-143-86

The following resolution was offered by Mr. Jose A. Losa seconded by Mr. Levi A. Johnson and upon poll of members present, the vote was as follows:

Thomas A. Conger	aye	Margaret Nelson	aye
Peter Goldring	absent	Mary Jean Risi	aye
Levi A. Johnson	aye	Murray Sisselman	absent
Jose A. Losa	aye	R. Jollivette Frazier	aye
Joyce Masso	absent		

WHEREAS, BURGER KING CORPORATION has applied for the following:

- (1) UNUSUAL USE to permit the filling of a portion of an existing lake.

The applicant is requesting to fill underneath the proposed building site and provide a vertical bulkhead with a slope beginning 7'9" below the bulkhead cap, thence a minimum 3' wide shelf, thence a one foot vertical to two foot horizontal slope to the bottom of the existing lake.

Plans are on file and may be examined in the Zoning Department entitled "Burger King Corporation World Headquarters Site Sea Wall", consisting of six sheets, prepared by Bliss and Nyitray, Inc. Consulting Engineers, dated 3-21-86.

- (2) MODIFICATION of Condition #2 of Resolution 2-196-74, passed and adopted by the Board of County Commissioners on July 23, 1974 and amended by Resolution 2-30-85 passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as follows:

FROM: "2. That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled 'Lake Modifications', as prepared by Post, Buckley, Schuh and Jernigan, Inc., dated last revised 1-31-85, consisting of 5 pages, and plan entitled 'Burger King World Headquarters: Site Plan', as prepared by Hellmuth, Obata and Kassabaum, Planners and Architects, consisting of one sheet (2A) dated last revised February 7, 1985."

TO: "2. That in the approval of the plan, the same be basically in compliance with that submitted for the hearing entitled 'Burger King Corporation World Headquarters Site Sea Wall', consisting of six sheets, prepared by Bliss and Nyitray, Inc., consulting engineers, dated 3-21-86."

The purpose of the request is to substitute new plans for the existing lake which indicates its current proposed shape, area to be filled underneath the building, new seawalls to be constructed and proposed new slope areas.

- (3) MODIFICATION of the Proffered Covenant paragraph of Resolution 2-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as follows:

FROM: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World Headquarters', as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 8, 9, 10, 11, and 13-17, dated revised January 10, 1985, on cover sheet and sheet 2, and dated revised January 15, 1985, on sheet 6, and dated last revised January 30, 1985, on sheets 7A revised and 7B revised, a complete set of which is on file with the Dade County Building and Zoning Department.

TO: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World

4 Feb-143-86

Headquarters', as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11, and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade County Building and Zoning Department."

- (4) MODIFICATION of a Declaration of Restrictive Covenants recorded in Official Record Book 12428 at Pages 990 - 1010, accepted pursuant to Resolution Z-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as follows:

FROM: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters', as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11, and 13-17, dated revised January 10, 1985, on cover sheet and sheet 2, and dated revised January 15, 1985, on sheet 6, and dated last revised January 30, 1985, on sheets 7A revised and 7B revised, a complete set of which is on file with the Dade County Building and Zoning Department."

TO: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters', as prepared by Hellmuth, Obata, & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 8, 9, 10, 11, and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade County Building and Zoning Department."

The purpose of the modification of resolution and agreement is to permit a revised site plan & parking plans which indicate a reconfiguration of the existing lake, elimination of a proposed second lake, merging of the technical center into one building, an increase of 2,485 square feet of building and additional outdoor parking areas.

The aforementioned plans are on file and may be examined in the Zoning Department.

SUBJECT PROPERTY: Tract "A" and "B" of BURGER KING WORLD HEADQUARTERS, Plat book 127, Page 86.

LOCATION: The east side of Old Cutler Road, between S.W. 177 Street and S.W. 184 Street, Dade County, Florida, and

WHEREAS, a public hearing of the Metropolitan Dade County Zoning Appeals Board was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and

WHEREAS, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested unusual use and modifications would be in harmony with the general purpose and intent of the regulations, would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance;

NOW THEREFORE BE IT RESOLVED by the Metropolitan Dade County Zoning Appeals Board, that the requested Unusual Use to permit the filling of a portion of an existing lake, Modification of Condition #2 of Resolution Z-196-74, Modification of the Proffered Covenant paragraph of Resolution Z-30-85, and Modification of a Declaration of Restrictive Covenants recorded in Official Record Book 12428 at Pages 990-1010, accepted pursuant to Resolution Z-30-85 be and the same are hereby approved, subject to the following conditions:

1. That the revised Emergency Access plan satisfy the requirements of the Metro-Dade County Fire Department.
2. That the applicants comply with all conditions and requirements of the Department of Environmental Resources Management.
3. Building finishes shall be dark to enhance blending with vegetation and tree canopy and the architectural treatment for the primary office building shall provide for planter boxes and landscaping along the entire length of all four stories as well as the roof top on the building's east elevation to mitigate its visual impact.
4. That the applicant submit to the Planning Department for its review and approval a landscaping plan which indicates the type of plant material and size prior to the issuance of a building permit and to be installed prior to the issuance of a certificate of use and occupancy.

The Zoning Director is hereby directed to make the necessary notations upon the maps and records of the Dade County Building and Zoning Department and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 30th day of APRIL, 1986.

Heard 4/30/86
Hearing No. 86-4-28
Typed 5/2/86 aa

STATE OF FLORIDA)
 :
COUNTY OF DADE)

I, Rafael Rodon, Director of the Metropolitan Dade County Building and Zoning Department, and Ex-Officio Secretary of the Metropolitan Dade County Zoning Appeals Board, DO HEREBY CERTIFY that the above and foregoing is true and correct copy of Resolution No. 4-ZAB-143-86 adopted by said Zoning Appeals Board at its meeting held on APRIL 30, 1986.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 13th day of MAY, A.D. 1986.

Rafael Rodon, Ex-Officio Secretary
Metropolitan Dade County
Zoning Appeals Board

By: Rafael Rodon

SEAL

RESOLUTION NO. Z-34-89

The following resolution was offered by Commissioner Barry D. Schreiber, seconded by Commissioner Charles Dusseau, and upon poll of members present the vote was as follows:

Barbara M. Carey	absent	Barry D. Schreiber	aye
Charles Dusseau	aye	Jorge (George) Valdes	aye
Joseph M. Gersten	aye	Sherman S. Winn	absent
Larry Hawkins	nay	Stephen P. Clark	absent
Harvey Ruvlin	absent		

WHEREAAS, BURGER KING CORP., had applied for the following:

- (1) UNUSUAL USE to permit parking in a zone more restrictive than the use it serves; to wit: parking of cars in a GU district to serve an OPD district.

Plans are on file and may be examined in the Zoning Department entitled "Burger King Corporation World Headquarters," as prepared by Hellmuth, Obata & Kassabaum, Inc., dated 8-18-88 on sheets CL-1, CL-2, CL-3 & 2C.6-1. Plans may be modified at public hearing.

- (2) MODIFICATION of the Proffered Covenant paragraph of Resolution Z-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, as modified by Resolution 4-ZAB-143-86, passed and adopted by the Dade County Zoning Appeals Board on the 30th day of April, 1986, as follows:

FROM: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade County Building and Zoning Department."

TO: "BE IT FURTHER RESOLVED that the approval is predicated on the acceptance of the proffered Covenant and the Board does exercise its option to enforce the proffered Covenant wherein the same is more restrictive than applicable zoning regulations; said Covenant includes the revised site plan entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7a, 7b, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; and additional sheets CL-1, CL-2, CL-3 and 2C.6-1, dated 8-18-88, a complete set of which is on file with the Dade County Building and Zoning Department."

- (3) MODIFICATION of a Declaration of Restrictive Covenants recorded in Official Record Book 12428 at Pages 990-1010, accepted pursuant to Resolution Z-30-85, passed and adopted by the Board of County Commissioners on the 7th day of February, 1985, and modified by Resolution 4-ZAB-143-86, passed and adopted by the Dade County Zoning Appeals Board on the 30th day of April, 1986, as follows:

FROM: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site

Z-34-89

Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; a complete set of which is on file with the Dade County Building and Zoning Department."

TO: "1. That the Development will be built in substantial compliance with the plans entitled 'Burger King World Headquarters,' as prepared by Hellmuth, Obata & Kassabaum, P.A., Planners and Architects dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 8, 9, 10, 11 and 13-16, dated revised January 10, 1985, on cover sheet; sheets 2 and 6 replaced by a sheet 1 entitled 'Site Dimensions & Statistics Computations' last dated Feb. 26, 1986; sheets 7a & 7b replaced by sheets 2 through 5 entitled 'Parking Layout/Tech Center/Training Center/Office' and dated Feb. 14, 1986, Sheet 17 dated Feb. 27, 1986; and additional sheets CL-1, CL-2, CL-3 and 2C.6-1, dated 8-18-88, a complete set of which is on file with the Dade County Building and Zoning Department."

The purpose of the modification of resolution and agreement is to show additional surface parking in the area north of the north office building on the official development plans.

SUBJECT PROPERTY: Tract "A" of BURGER KING WORLD HEADQUARTERS, Plat book 127, Page 86.

LOCATION: 17777 Old Cutler Road, Dade County, Florida, and

WHEREAS, a public hearing of the Board of County Commissioners, Dade County, Florida, was advertised and held, as required by law, and all interested parties concerned in the matter were heard, and upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested unusual use and Modifications of Covenants would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance and should be approved, subject to conditions;

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Dade County, Florida, that the application be approved, subject to the following conditions:

1. That an amended covenant be submitted in recordable form within 90 days of the public hearing approval of this application, and to submit the proposed amended Declaration of Restrictions for approval prior to recording.
2. That the applicant submit to the Planning Department for its review and approval a landscaping plan which indicates the type of plant material and size prior to the issuance of a building permit and to be installed prior to the issuance of a certificate of use and occupancy.

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, RICHARD P. BRINKER, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. Z-34-89, adopted by the said Board of County Commissioners at its meeting held on February 23, 19 89

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 24th day of March, A. D. 19 89.

RICHARD P. BRINKER, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By C. M. Spurlock
Deputy Clerk



This instrument prepared by:
and when recorded return to:

Exhibit 2

Jerry B. Proctor, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
2500 First Union Financial Center
Suite 2500
Miami, Florida 33131-5340

(Space Reserved for Clerk)

**DECLARATION OF RESTRICTIVE COVENANTS
IN LIEU OF UNITY OF TITLE**

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

WHEREAS, Owner holds the fee simple title to the land in the Village of Palmetto Bay, Florida, in Miami-Dade County, Florida, described in Exhibit "A," attached hereto and made a part hereof, hereinafter called the "Property;"

WHEREAS, Owner intends to develop said property for:

- Business Use
- Office Use
- Residential Use

WHEREAS, Owner intends to create multiple ownerships within the Property to serve existing and future development, and/or future phases of development, and

WHEREAS, Owner may wish to convey portions of the property from time to time in fee simple, and/or may wish to offer units as condominiums, this instrument is executed in order to assure that the phased development of the property with future multiple ownership and multiple fee simple ownership, will not violate the Zoning Code of Miami-Dade County, as adopted by the Village of Palmetto Bay or the remaining requirements in the Declaration of Restrictive Covenants and the First Amendment to the Declaration of Restrictive Covenants.

(Administrative)

Declaration of Restrictive Covenants
in Lieu of Unity of Title
Page 2

NOW THEREFORE, in consideration of the premises, Owner hereby agrees as follows:

1. The Property will be developed in substantial compliance with the site plan entitled, "Burger King World Headquarters", prepared by Hellmuth, Obata and Kassabaum, P.A., Planners and Architects, dated January 7, 1985, on sheets 1, 3, 4, 5, 7, 7A, 7B, 8, 9, 10, 11 and 13-17, dated revised January 10, 1985 on cover sheet and sheet 2, and dated revised January 30, 1985 on sheets 7A revised 7B revised. No modification shall be effected in said site plan without the written consent of the then owner(s) of the Property, and the submittal of an application to modify the plan or covenant at public hearing before the Village Council of Palmetto Bay, Florida.
2. If the Property is developed in phases, each phase will be developed in substantial accordance with the site plan.
3. In the event of multiple ownership subsequent to said site plan approval, each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this instrument. Owner further agrees that it will not convey portions of the Property to such other parties unless and until the Owner and such other party or parties shall have executed and mutually delivered in recordable form, and instrument to be known as an "Easement and Operating Agreement" which shall 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 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;

Declaration of Restrictive Covenants
in Lieu of Unity of Title
Page 3

- (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) easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
- (xii) 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 easement provisions or portions thereof may be waived by the Village Attorney of the Village of Palmetto Bay, if they are not applicable to the subject application. When executed, the Easement and Operating Agreement shall not be amended without the prior written approval of the Office of the Village Attorney of Palmetto Bay. 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 owners of the Property and the Village Attorney, acting for and on behalf of the Village of Palmetto Bay, Florida, 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 amended or modified by a written instrument executed by the then Owner or Owners of the Property, with joinders by all mortgagees, if any. Should this Declaration of Restrictive Covenants be so

amended, or modified, the Village Attorney, or his successor, shall forthwith execute a written instrument effectuating and acknowledging such amendment or modification. The provisions of this instrument may be released by a written instrument executed by the then Owner or Owners of the Property, with joinders by all mortgagees, if any, after public hearing. Should this Declaration of Restrictive Covenants be so released, after public hearing and approval of the Village Council of the Village of Palmetto Bay, the Village Attorney, or his successor, shall forthwith execute a written instrument effectuating and acknowledging such release.

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 Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
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 Declaration, in addition to any other remedies available, the Village of Palmetto Bay is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Declaration is complied with.
10. This Declaration shall be recorded in the public records of Miami-Dade County at the Owner's expense.
11. This Declaration specifically incorporates the Declaration of Restrictive Covenants and the First Amendment to the Declaration of Restrictive Covenants recorded May 1, 1989 at Official Records Book 14089 at Pages 2349-52 and Official Records Book 12428 at Pages 923-1010, of the Public Records of Miami-Dade County, Florida, with the exception of the unity of title requirement, any inconsistencies between this Declaration and the prior documents, the Declaration of Restrictive Covenants and the First Amendment to the Declaration of

Declaration of Restrictive Covenants
in Lieu of Unity of Title
Page 6

EXHIBIT "A"

LEGAL DESCRIPTION

Tracts A and B, Burger King World Headquarters, Plat Book 127, Page 86, of the
Public Records of Dade County, Florida.