CFN: 20150564678 BOOK 29760 PAGE 2012 DATE:09/01/2015 01:08:32 PM HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This Instrument was prepared by: Name: Tracy R. Slavens, Esq. Address: Holland & Knight LLP

701 Brickell Avenue, Suite 3300

Miami, FL 33131

(Space reserved for Clerk)

# **ENTRANCE FEATURE MAINTENANCE AGREEMENT**

WHEREAS, the undersigned being the owner of or having some right, title or interest in or a lien upon the following described property, lying, being and situated in the City of Doral, Miami-Dade County, Florida and legally described in the attached Exhibit A.

In order to assure the City of Doral Planning and Zoning Department that the representations made to it by the owner or their representative will be abided by; that the hereinafter mentioned entrance feature will be continually and properly maintained; and as an inducement for, and in consideration of, the issuance of the required permits to erect and construct said entrance feature, and other good and valuable considerations hereby agrees as follows:

- (1) that said entrance feature shall be erected and maintained substantially in compliance with plans entitled "Doral Commons Conceptual Site Plan" prepared by Pascual Perez Kiliddjian and landscape plans prepared by Witkin Hults Design Group, dated September 27, 2013, and Pattern Book prepared by Pascual Perez Kiliddjian, dated November 7, 2013.
- (2) that all structures shall be maintained in good condition and repair and that all landscaping shall likewise be so maintained.

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

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

<u>Enforcement:</u> Enforcement shall be by action against any parties or person violating or attempting to violate any covenants. The prevailing party in any action or suit pertaining to or arising out of this 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.

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

(Execution Page Follows)

Signed, witnessed, executed and acknowl	edged on this <u>25</u> day of <u>AUQUS</u> , 2015.
Witnesses:  Allo fedia Signature  TULIO PEDEA 24 Print Name	TERRA DORAL COMMONS RESIDENTIAL, LLC a Florida limited liability company  By:  Print Name: David Martin  Title: Manager
Signature	Address: 2665 S. Bayshore Drive, Suite 1020 Miami, FL 33133
Ada Ada Print Name	
STATE OF FIDYINA COUNTY OF MICHIEF DANK	
of Terra Doral Commons Residential, LLC personally known to me or has produced _	nowledged before me by David Martin as the Manager , on behalf of the limited liability company. He/She is , as identification.
Witness my signature and official County and State aforesaid.	seal this $25$ day of $400Sf$ , 2015 in the
SANDRA RAMOS Commission # EE 178548 My Commission Expires April 30, 2016  My Commission Expires: 4 30 2016	Notary Public-State of Wilda.  Sanda Rannos  Print Name

Signed, witnessed, executed and acknowledged on this <u>25</u> day of <u>AVQVSF</u> , 2015.	
Witnesses:	TERRA DORAL COMMONS COMMERCIAL, LLC a Florida limited liability company
	By:
Signature	· • • • • • • • • • • • • • • • • • • •
20	Print Name: David Martin
Print Name	Title: Manager
rum name	inge, manager
	Address:
	2665 S. Bayshore Drive, Suite 1020
Signature	Miami, FL 33133
SWMV HWW	
Print Name	
STATE OF FLORIDA COUNTY OF MAMI-DADO	
The foregoing instrument was acknowledged before me by David Martin as the Manager of Terra Doral Commons Commercial, LLC, on behalf of the limited liability company. He/She is personally known to me or has produced, as identification.  Witness my signature and official seal this 5 day of 40 fm., 2015 in the County and State aforesaid.	
SANDRA RAMOS Cammission & EE 178548 My Cammission Expires April 30, 2016	Notary Public-State of Florida - Sandra Pamos
My Commission Expires:	Print Name
mag www.	

#### **EXHIBIT A**

# Legal Description:

A PORTION OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 8; THENCE NORTH 01 DEGREES 43 MINUTES 29 SECONDS WEST, AS BASIS OF BEARING ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 120.55 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 51.52 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THENCE NORTH 01 DEGREES 43 MINUTES 29 SECONDS WEST ALONG A LINE 51.50 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 451.08 FEET; THENCE NORTH 03 DEGREES 11 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 158.71 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 25 SECONDS EAST ALONG A LINE 729.99 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 2585.92 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8 FOR A DISTANCE OF 641.69 FEET: THENCE SOUTH 89 DEGREES 39 MINUTES 25 SECONDS WEST ALONG A LINE 88.50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8 FOR A DISTANCE OF 400.68 FEET TO A POINT OF CURVATURE; THENCE 408.05 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 7863.07 FEET AND A CENTRAL ANGLE OF 02 DEGREES 58 MINUTES 24 SECONDS TO A POINT OF INTERSECTION WITH A REVERSE CURVE; THENCE 401.37 FEET ALONG THE ARC OF SAID REVERSE CURVE, SAID CURVE HAVING A RADIUS OF 7737.25 FEET AND A CENTRAL ANGLE OF 02 DEGREES 58 MINUTES 20 SECONDS TO POINT OF TANGENCY; THENCE NORTH 89 DEGREES 05 MINUTES 54 SECONDS WEST FOR A DISTANCE OF 138.10 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 25 SECONDS WEST ALONG A LINE 70.50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 858.83 FEET; THENCE NORTH 77 DEGREES 56 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 51.20 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 25 SECONDS WEST ALONG A LINE 81.50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 285.84 FEET TO A POINT OF CURVATURE; THENCE 61.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 88 DEGREES 37 MINUTES 07 SECONDS TO THE POINT OF BEGINNING. LESS AND EXCEPT THEREFROM THAT PORTION OF LAND LYING WITHIN THE WEST 1316.23 FEET OF THE SAID SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA

#### TOGETHER WITH

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 OF SAID SECTION 8; THENCE NORTH 01 DEGREES 43 MINUTES 57 SECONDS WEST, AS BASIS OF BEARING ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 88.52 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THENCE CONTINUE NORTH 01 DEGREES 43 MINUTES 57 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 521.56 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 25 SECONDS EAST ALONG A LINE 609.90 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8 FOR A DISTANCE OF 1452.64 FEET; THENCE SOUTH 01 DEGREES 44 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 535.75 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS NORTH 01 DEGREES 16 MINUTES 43 SECONDS EAST; THENCE 225.20 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 7957.25 FEET AND A CENTRAL ANGLE OF 01 DEGREES 37 MINUTES 18 SECONDS TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 39 MINUTES 25 SECONDS WEST ALONG A LINE 77.50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8 FOR A DISTANCE OF 785.57 FEET; THENCE NORTH 87 DEGREES 49 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 250.53 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 25 SECONDS WEST ALONG A LINE 88.50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8 FOR A DISTANCE OF 192.02 FEET TO THE POINT OF BEGINNING.

#### TOGETHER WITH

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE SOUTH 89 DEGREES 39 MINUTES 25 SECONDS WEST, AS BASIS OF BEARING ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 82.54 FEET; THENCE NORTH 00 DEGREES 20 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 63.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND: THENCE SOUTH 89 DEGREES 39 MINUTES 25 SECONDS WEST ALONG A LINE 63.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8 FOR A DISTANCE OF 312.56 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 337.61 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS SOUTH 00 DEGREES 34 MINUTES 10 SECONDS WEST: THENCE 272.23 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 7843.50 FEET AND A CENTRAL ANGLE OF 01 DEGREES 59 MINUTES 19 SECONDS TO A POINT OF INTERSECTION WITH A REVERSE CURVE; THENCE 77.56 FEET ALONG THE ARC OF SAID REVERSE CURVE HAVING A RADIUS OF 7957.25 FEET AND A CENTRAL ANGLE OF 00 DEGREES 33 MINUTES 31 SECONDS; THENCE NORTH 01 DEGREES 44 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 657.23 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 25 SECONDS EAST ALONG A LINE 727.88 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 1080.49 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE SOUTH 01 DEGREES 44 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 623.12 FEET; THENCE SOUTH 88 DEGREES 15 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 40.00 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, A RADIAL LINE TO SAID POINT BEARS NORTH 88 DEGREES 15 MINUTES 35 SECONDS EAST; THENCE 63.81 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 91 DEGREES 23 MINUTES 50 SECONDS TO THE POINT OF BEGINNING.

### TOGETHER WITH

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 53 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 8; THENCE NORTH 01 DEGREES 43 MINUTES 57 SECONDS WEST, AS BASIS OF BEARING ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 610.08 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED

PARCEL OF LAND; THENCE CONTINUE NORTH 01 DEGREES 43 MINUTES 57 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, FOR A DISTANCE OF 120.13 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 25 SECONDS EAST ALONG A LINE 730.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8 FOR A DISTANCE OF 24.29 FEET; THENCE NORTH 01 DEGREES 44 MINUTES 24 SECONDS WEST FOR A DISTANCE OF 489.78 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 25 SECONDS EAST ALONG A LINE 1219.63 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8 FOR A DISTANCE OF 714.24 FEET; THENCE SOUTH 01 DEGREES 44 MINUTES 24 SECONDS EAST FOR A DISTANCE OF 609.91 FEET; THENCE SOUTH 89 DEGREES 39 MINUTES 25 SECONDS WEST ALONG A LINE 609.90 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8 FOR A DISTANCE OF 738.55 FEET TO THE POINT OF BEGINNING.

LYING AND BEING IN SECTION 8, TOWNSHIP 53 SOUTH, RANGE 40 EAST, CITY OF DORAL, MIAMI-DADE COUNTY FLORIDA.

### JOINDER BY MORTGAGEE TO ENTRANCE FEATURE MAINTENANCE AGREEMENT

The undersigned, Florida Community Bank, N.A., a national banking association, and mortgagee ("Mortgagee") under that certain Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, and Notice of Future Advance executed as of June 29, 2015, by Terra Doral Commons Residential, LLC, and Terra Doral Commons Commercial, LLC, and recorded in Official Records Book 29674, Page 4428 in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Entrance Feature Maintenance Agreement (the "Agreement") does hereby acknowledge that the terms of the agreement are and shall be binding upon the undersigned and its successors in title.

NOW THEREFORE, Mortgagee consents to the recordation of the Agreement.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Agreement, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Property, and does not assume and shall not be responsible for any of the obligations or liabilities of the Developer contained in the Agreement. None of the representations contained in the Agreement or other documents shall be deemed to have been made by the Mortgagee, nor shall they be construed to create any obligations on the Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of the Mortgagee as set forth in the mortgage or in the Agreement.

IN WITNESS WHEREOF, these presents have been executed this 24 day of Justo Florida Community Bank, N.A., a national banking association Signature MARK Print Name: Printed Name 2500 Weston RD. Suksoo Signature @ AMCas Printed Name STATE OF FLORIDA COUNTY OF MEAMILE The foregoing instrument was acknowledged before me this Z4 day of 2015, by Albert File , as SYC of Florida Community Bank, N.A., a national banking association, on behalf of the bank. He is personally known to me or has produced as identification. Jan 13, 2019 My Commission Expires: Notary Public - State of Florida Printed Name Hodeleine De 19:00 Notary Public - State of Florida Commission # FF 189561 My Comm. Expires Jan 13, 2019 #36991753 v1 Bonded through National Notary Asan

Date: .....

Project Names Dotal Carrows Residential
ENTERS FRANCE HAINTENSON AS PRIMERS
Submitted # 15t Christial

And the second s 



December 2, 2013

Planning and Zoning Department

Tracy R. Slavens, Esq. Holland and Knight LLP 701 Brickell Avenue, Suite 3000 Miami, Florida 33131

Re: Doral Commons Minor Modification to Site Plan, Pattern Book and Entry Feature Review

Name/Date of Plan: Doral Commons Conceptual Site Plan dated 9/27/2013 produced by Pascual Perez Kiliddjian and Landscape Plans dated 9/27/2013 produced by Witkin Hults Design Group and Pattern Book dated 11/07/2013

# Dear Applicant:

The staff of the Planning and Zoning Department has reviewed the submitted site plan and pattern book as a requirement condition of approval and has granted approval subject to the following conditions, which must be addressed prior to the issuance of the building permit:

Doral Commons –Site Plan - Public Works Comments Ignacio Resillez, Plans Reviewer (305-593-6740/ Ignacio.Resillez@cityofdoral.com)

The Conceptual Plan is approved by Public Works. However, the following comments must be addressed prior to the building permit submittal:

- Miami-Dade County Traffic Division approval is required and needs to be provided to the City. All proposed R/W modifications/improvements on NW 74 Street, and on NW 107 Avenue shall be shown on the approved plans.
- 2. The Doral Trolley Route #3, currently running along NW 74 Street, will require the construction of two pull-off bus bays (with shelters) on NW 74 Street westbound to serve the proposed development. The bus bays shall be located immediately east of NW 104 Avenue, and immediately west of NW 97 Avenue. Ensure that sufficient space is provided for their installation.

Also, the following comments are advisory:

 Traffic Calming may be required at the north end of NW 102 Avenue per warrant analysis.



2. Traffic signals may be required at ¼ section line intersections due to lack of east-west interconnectivity between ¼, ½, and full section line roads, per warrant analysis.

This letter serves as formal notification that you may proceed with the Building Permit approval process with the City. If you have any questions or concerns please feel free to call or email me.

Sincerely,

Nathan Kogon,

Planning and Zoning Director

Cc: Jose Olivo Jr., Public Works Director

Mercy Arce, Development Review Coordinator