CFN: 20210670680 BOOK 32728 PAGE 1983 DATE:09/10/2021 08:09:09 AM 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 features 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 features, and other good and valuable considerations hereby agrees as follows:

- (1) that said entrance features shall be erected and maintained substantially in compliance with plans entitled "Grand Bay South POD I" Landscape Monument Site Signage Plan & Detail prepared by Rhett Roy Landscape Architecture-Planning, P.A., electrical plans prepared by Franyie Engineers Inc., and signage detail plans prepared by Creative Sign Designs, and FDOT Visibility Triangle prepared by Ford Engineers, Inc., date stamped received May 19, 2021
- (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.

Equitable Remedies. The remedy at law for a breach of the terms of this Agreement are inadequate and the parties agree and consent that temporary and per-manent injunctive and

other equitable relief may be granted in any proceeding which may be brought to enforce any provision hereof, including within such equitable relief, specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy, and without the necessity of posting a bond.

<u>Further Assurances</u>. Each party agrees to perform all acts and execute all documents and other instruments reasonably necessary or appropriate to effectuate the intent and purposes hereof.

<u>Amendments</u>. This Agreement may be amended, modified or supplemented only by a written instrument executed by the parties hereto. The conduct of the parties without such a written amendment shall in no event constitute a modification of the terms hereof.

<u>Attorney's Fees</u>. In the event of any litigation arising by virtue or related to this Agreement, the prevailing party shall be entitled to a reasonable sum as and for his or its or their attorneys' fees plus court costs in such litigation.

<u>Survival</u>. All provisions hereof governing the rights of the parties after a termination and dissolution of this Agreement shall survive such termination and dissolution.

<u>Waivers</u>. No action taken pursuant to this Agreement, shall be deemed to constitute a waiver, by the party taking such action, of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any rights, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

<u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior correspondence, agreements or understandings with respect to the subject matters hereof and no alteration, modification or amendment of this Agreement shall be binding unless same is reduced to writing and signed by all the Parties.

<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 acknow	wledged on this 10 day of August , 2021.
Witnesses:	LMV GRAND BAY INGS, LP
	a Delaware limited partnership
1	By: Lennar Multifamily BTC Venture GP Subsidiary, LLC, a Delaware limited liability company, its General Partner
	By: Lennar Multifamily BTC Venture Manager, LLC, a Delaware limited liability company, its Manager
Signature	Ву:
Jason Grayan	Print Name: <u>John McCarley Davis</u>
Print Name	Title: Vice President
Signature Signature	Address: 701 NW 107 Avenue, Suite 400 Miami, FL 33172
Print Name	
STATE OF FLORIDA)) ss: COUNTY OF MIAMI-DADE)	
Venture Manager, LLC, a Delaware limited BTC Venture GP Subsidiary, LLC, a Delaware limited	
[NOTARIAL SEAL]	Print Name: Wild Walland Day
LUISA MARÍA GUTIERREZ Notary Public - State of Florida Commission # GG 281018 My Comm. Expires Dec 2, 2022 Bonded through National Notary Assn.	Commission #: 781018 My Commission Expires: DCC 2, 7072

JOINDER BY MORTGAGEE

The undersigned, Santander Bank, N.A., the mortgagee ("Mortgagee") under that certain mortgage dated as of the 21st day of December, 2017 by LMV Grand Bay Holdings, LP, a Delaware limited partnership and recorded in Official Records Book 30806, Page 1900 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 Covenant.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Covenant, 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 Owner contained in the Covenant. None of the representations contained in the Covenant 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 Covenant.

IN WITNESS WHEREOF, these presents h	have been executed this 3 day of 500
Signature Andrew Printed Name	Santander Bank, N.A., National Association By: Name: 64 Feature Title: 6VP
Signature Bentrice Boeglin Printed Name	Address: <u>1401 Brickell Avenue,</u> <u>Suite 830</u> <u>Miami, Florida 33131</u>
state of <u>Florida</u>) county of <u>Miami-Dade</u>)	
The foregoing instrument was acknown online notarization, this 22 day of 50 personally known to me or who has proceed the control of the cont	owledged before me by means of X physical presence or 12 in 2021, by Ben Flander, who is duced as
RICE BOEG	Print Name Boodin Print Name Boodin Notary Public, State of Florida Commission #: GG 960240 My Commission Expires: May 26, 2024

EXHIBIT A

Legal Description:

A portion of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of said Section 8: thence N89°39'28"E, along the North Line of said Section 8, for a distance of 2596.18 feet: thence S01°44'24"E for a distance of 1393.29 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue S01°44'24"E for a distance of 1044.63 feet to a point of cusp of a circular curve to the left, concave to the Southwest, the next three (3) courses and distances being along the boundary lines of a Conservation Area, as recorded in Official Record Book 25871, page 2673 of the Public Records of Miami-Dade County, Florida; 1) thence Northerly, Northwesterly and Westerly, along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89°59'59" for an arc distance of 39.27 feet to a point of tangency; 2) thence S88°15'37"W for a distance of 299.23 feet; 3) thence N01°43'56"W for a distance of 1019.63 feet; thence N88°15'36"E for a distance of 324.09 feet to the POINT OF BEGINNING.