



CFN 2023R0478307
DR BK 33789 Pas 2229-2237 (9Pas)
RECORDED 07/12/2023 10:46:59
JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

This instrument was prepared by:

Name: Vanessa Madrid, Esq.
Address: Holland & Knight, LLP
701 Brickell Avenue, Suite 3300
Miami, FL 33131

(Space reserved for Clerk)

**COVENANT RUNNING WITH THE LAND
IN LIEU OF UNITY OF TITLE**

(Commercial)

This Covenant Running with the Land in Lieu of Unity of Title ("Covenant") is made and entered into this 12 day of May, 2023 by **Doral 107th Center, LLC**, a Florida limited liability company, with an address of 3905 NW 107th Avenue, Suite 501, Miami, Florida 33178 ("**Owner**").

- A. Owner owns the property legally described on **Exhibit "A"**.
- B. The property, as legally described on **Exhibit "A"**, is within the municipal boundaries of the City of Doral (the "**City**") and constitutes the entire property (the "**Property**") subject to this instrument.
- C. The Property is designated Industrial on the City's Future Land Use Map, and is zoned Industrial on the City's official zoning map.
- D. The Property is currently improved and developed with a mixed-use office, retail, and commercial project in accordance with the City's Land Development Regulations (the "**Code**").
- E. The Owner may wish to convey or lease portions of the Property from time to time, and may wish to redevelop the same in phases or stages, or with two or more buildings. Consequently, the Owner is executing this Covenant to assure the City that any future development will be consistent with the City Code.

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

- 1. This Covenant on the part of the Owners shall constitute a covenant running with the land and will be recorded, at the Owners' expense, in the public records of Miami-Dade County.



Florida, and shall remain in full force and effect and be binding upon the heirs, successors, and assigns of the respective parties hereto, until such time as the same is released in writing as hereinafter provided.

2. The Property will be redeveloped in accordance with the Code and, prior to the issuance of the first building permit for vertical construction, the Owner shall obtain the approval of a site plan (the "**Plan**") in accordance with the City Code. No modification shall be effected in said Plan except in accordance with the Code and paragraphs 5 and 6 of this Covenant.
3. Owners, their mortgagees, and, in the event additional multiple ownerships exist or are created subsequent to the Plan approval, each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this Covenant. Owners further agree that they will execute and mutually deliver in recordable form, an instrument to be known as an "Easement and Operating Agreement" which shall, be approved by the City and unless waived by the City of Doral, contain, among other things:
 - (i) easements in the common area of each parcel for ingress to and egress from other parcels;
 - (ii) easements in the common area of each parcel for the passage and parking of vehicles;
 - (iii) easements in the common area of each parcel for the passage and accommodation of pedestrians;
 - (iv) easements for access roads across the common area of each parcel to public and private roadways;
 - (v) easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
 - (vi) easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;
 - (vii) easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
 - (viii) easements on each parcel for attachment of buildings;
 - (ix) easements on each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
 - (x) appropriate reservation of rights to grant easements to utility companies;



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

The above easement provisions or portions thereof may be waived by the Director of the City of Doral Public Works Department or his/her successor, if they are not applicable to the subject development. When executed, the City Approved Easement and Operating Agreement shall not be amended without the prior written approval of the City Attorney of the City of Doral. Such Easement and Operating Agreement may contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, all to the end that although the Property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved 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 Director of the City of Doral Public Works Department, acting for and on behalf of the City of Doral, Florida, or his/her successor, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.
5. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument executed by the then Owners of the Property, or, failing that, the written consent of the then owners, and so long as the same is also approved by the Director of the City of Doral Public Works Department or her/his successor and its attorney. Should this Covenant be so released, amended or modified, the Director of the City of Doral Public Works Department or her/his successor, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release at the Owner's sole cost and expense.
6. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Covenant shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney, including on appeal. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
7. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.



8. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
9. In the event of a violation of this Covenant, in addition to any other remedies available, the City of Doral is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Covenant is complied with.
10. This Covenant shall be recorded in the public records of Miami-Dade County at the Owner's sole cost and expense.



[Execution Pages Follow]



IN WITNESS whereof, the parties have signed this covenant running with the land in lieu of unity of title this 12 day of May, 2023.

WITNESSES:

Print Name: Juan C Valdes

Print Name: _____

Doral 107th Center, LLC, a Florida limited liability company

By: [Signature]

Name: Benito Irastorza

Title: Manager

STATE OF FLORIDA)

) SS:

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of May, 2023, by Benito Irastorza, as Manager of Doral 107th Center, LLC, a Florida limited liability company, on behalf of the said limited liability company and for the purposes stated above. He/she personally appeared before me, is personally known to me or produced _____ as identification, and who acknowledges that he/she did execute this instrument freely and voluntarily for the purposes stated herein.

Witness my signature and official seal this 12 day of May, 2023, in the county and state aforesaid.

My Commission Expires:



Notary Public, State of Florida

Print Name: Juan C Valdes



[Signature]
Witness #1 Signature

Javier E. Pucyo
Witness #1 Print Name

[Signature]
Witness #2 Signature

Stephanie Puglia
Witness #2 Print Name

MUNICIPALITY:

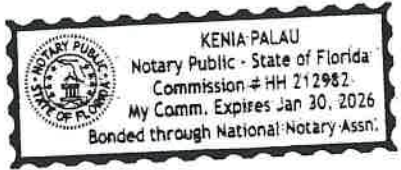
THE CITY OF DORAL, FLORIDA
BY ITS AUTHORIZED REPRESENTATIVE

BY: [Signature]
PRINT NAME: JULIAN H PEREZ
TITLE: DEVELOPMENT SERVICES ADMINISTRATOR

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of June, 2023, by Julian H. Perez in his/her capacity as Development Services Administrator who is personally known to me or has produced a driver's license as identification.

[Signature]
Notary Public
Printed Name: Kenia Palau
My Commission Expires: 1/30/2026



Signatures continue on following page



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: [Signature]
Doral City Attorney

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this 21 day of June, 2023, by Valerie Vicente
in his/her capacity as City Attorney for the City of Doral,
who is personally known to me or has produced a driver's license as identification.

[Signature]
Notary Public
Printed Name: Kenia Palau
My Commission Expires: 1/30/2026



JOINDER BY MORTGAGEE
TO COVENANT RUNNING WITH THE LAND IN LIEU OF UNITY OF TITLE

The undersigned AMERANT BANK, NA, and mortgagee ("Mortgagee") under that certain mortgage from Mortgage, in favor of Amerant Bank, N.A f/k/a Mercantil , N.A., f/k/a Commerce bank N.A., f/k/a a National Banking Association, recorded September 07, 2001 in Official Records Book 19887, Page 4307; Modification Agreement recorded February 21, 2003 as Book 21045, Page 2886 of Official Records; Modification Agreement recorded April 14, 2005 as Book 23274, Page 1363 of Official Records; Modification Agreement recorded April 18, 2005 as Book 23283, Page 1408 of Official Records; Modification Agreement recorded April 19, 2005 as Book 23288, Page 4947 of Official Records; Modification Agreement recorded December 22, 2005 as Book 24080, Page 858 of Official Records; Modification Agreement recorded October 24, 2007 as Book 26007, Page 929 of Official Records; Modification Agreement recorded June 23, 2011 as Book 27732, Page 1058 of Official Records; Modification Agreement recorded April 13, 2017 as Book 30494, Page 1013 of Official Records; and Assignment of Rents and Leases in favor of AMERANT BANK, N.A. recorded September 07, 2001, in Book 19887, Page 4334 of Official Records of Miami-Dade County.

Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Covenant Running with the Land in Lieu of Unity of Title (the "Covenant") does hereby acknowledge that the terms of the Covenant are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 10th day of Feb., 2023.

WITNESSES:

[Signature]
 Signature

Eduardo J Marino
 Printed Name

[Signature]
 Signature

Sianni Garcia
 Printed Name

AMERANT BANK, N.A.,
 a national banking association.

By: [Signature]
 Name: Roberto Ahlers
 Title: V.P.

Address: 220 Alhambra Circle
Coral Gables FL 33134

STATE OF FLORIDA)
)
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of February, 2023, by Roberto Ahlers, as Officer of Amerant BANK, N.A., a national banking association, on behalf of the corporation. He/She is personally known to me or has produced USP [Signature], as identification.

My Commission Expires: Dec, 7 2026

[Signature]
 Notary Public - State of Florida
 Printed Name Lexis Mulet de Gonzalez



EXHIBIT "A"

LEGAL DESCRIPTION

All that portion lying of the West of the East 896.21 feet of Tract 28, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, in Section 29, Township 53 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida. Less the West 75.00 feet thereof and Less the South 35.00 feet thereof and Less the external area created by a 52.00 foot radius arc, concave to the Northeast, tangent to the East line of the West 75.00 feet of said Tract 28 and tangent to the North line of the South 35.00 feet of said Tract 28, for Road Right-of-Way.

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the
original filed in this office on JUL 12 2023 day of JULY AD 20
WITNESS my hand and Official Seal,
By Nicole Davis Clerk of Circuit and County Courts
NICOLE DAVIS #79943 D.C.

