

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)

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**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 "Doral POD V - Entrance prepared by MSA Architects Inc., electrical plans prepared by Franyie Engineers Inc., structural plans by McNamara-Salvia, Inc., and landscape lighting plans prepared by Architectural Alliance Landscape, 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 permanent 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.

**Further Assurances.** 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.

**Amendments.** 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.

**Attorney's Fees.** 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.

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

**Waivers.** 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.

**Entire Agreement.** 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.

**Severability.** 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 acknowledged on this 10 day of August, 2021.

**Witnesses:**

**LMV II GRAND BAY POD V HOLDINGS, LP,  
a Delaware limited partnership**

**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]  
Signature  
Jason GRAYAN  
Print Name

By: [Signature]

Print Name: John McCarley Davis

Title: Vice President

[Signature]  
Signature  
Jose # Marta  
Print Name

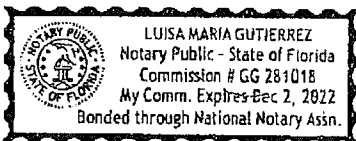
Address:  
701 NW 107 Avenue, Suite 400  
Miami, FL 33172

STATE OF FLORIDA        )  
  ) ss:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization John McCarley Davis as the Vice President of Lennar Multifamily BTC Venture Manager, LLC, a Delaware limited liability company, the manager of Lennar Multifamily BTC Venture GP Subsidiary, LLC, a Delaware limited liability company, the general partner of LMV II GRAND BAY POD V HOLDINGS, LP, a Delaware limited partnership ("Company") on behalf of the Company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]

[Signature]  
Print Name: Luisa Maria Gutierrez  
Notary Public, State of Florida  
Commission #: GG 281018  
My Commission Expires: DEC 21, 2022





**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 Southwest corner of said Section 8; thence North  $01^{\circ}43'29''$  West, along the West line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet; thence North  $89^{\circ}39'25''$  East, along the North line of the South 730.00 feet of the Southwest 1/4 of said Section 8, for a distance of 520.15 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North  $89^{\circ}39'25''$  East for a distance of 766.40 feet; thence North  $01^{\circ}43'43''$  West for a distance of 570.91 feet; thence North  $46^{\circ}41'36''$  West for a distance of 5.66 feet; thence North  $01^{\circ}43'43''$  West for a distance of 18.69 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly along the arc of said curve, having for its elements a radius of 39.00 feet, through a central angle of  $90^{\circ}00'00''$  for an arc distance of 61.26 feet to a point of tangency; thence South  $88^{\circ}16'17''$  West for a distance of 17.94 feet; thence North  $46^{\circ}45'15''$  West for a distance of 5.66 feet; thence South  $88^{\circ}16'17''$  West for a distance of 701.18 feet to a point on the Easterly line of a 170.00 foot wide Florida Power & Light easement, as described in Official Records Book 6142, Page 326, of the Public Records of Miami-Dade County, Florida; thence South  $01^{\circ}43'29''$  East, along the Easterly line of said 170.00 foot Florida Power & Light easement, for a distance of 618.07 feet to the POINT OF BEGINNING.