

**This instrument was prepared
by and return to:**

Benjamin O. Hedrick, Esq.
Akerman LLP
98 SE Seventh Street, Suite 1100
Miami, Florida 33131

(Space reserved for Clerk)

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, TGA SJC Doral Marketplace Owner LLC, a Delaware limited liability company ("Owner"), hereby makes, declares and imposes on the land herein described, this Covenant Running with the Land in lieu of Unity of Title (this "Covenant"), 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 City of Doral, Florida ("City") described in Exhibit "A" attached hereto and made a part hereof, hereinafter called the "Property"; and

WHEREAS, Owner intends to develop the Property with a retail center to be known as Doral Marketplace; and

WHEREAS, Owner intends to develop the buildings on the Property for sale to multiple owners, in a condominium or association or similar format of ownership and/or in two or more phases; and

WHEREAS, Owner may wish to convey portions of the Property from time to time, and may wish to offer retail units as condominiums, without re-platting the Property or any portion thereof, and this Covenant is executed in order to assure that the development of the Property with future multiple ownership will not violate the City's Land Development Code ("LDC").

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

1. The foregoing recitals are true and correct and are incorporated herein.
2. The Property will be developed in substantial conformity with the site development plan entitled "Doral Marketplace", approved by the City Council at a duly noticed public hearing on June 12, 2024, as the same may be modified or amended from time to time in accordance with the LDC (the "Site Plan").

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3. If the Property is developed in phases, each phase will be developed in substantial accordance with the Site Plan.
4. The conveyance of any portion of the Property to another owner, or the submission of any portion of the Property to a condominium or association or similar format of ownership, will not require re-platting, subject to the terms of this Covenant.
5. 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 Covenant. Owner further agrees that it will not convey portions of the Property to such other parties unless and until the Owner shall have executed and recorded an instrument to be known as a "Declaration of Easements, Covenants, and Restrictions of Doral Marketplace" (the "Declaration"), which, to the extent consistent with the Site Plan, shall contain, among other things:
 - (i) easements in the common area of each parcel regarding ingress to and egress from other parcels;
 - (ii) easements in the common area of each parcel regarding the passage and parking of vehicles;
 - (iii) easements in the common area of each parcel regarding the passage and accommodation of pedestrians;
 - (iv) easements regarding access roads across the common area of each parcel to public and private roadways;
 - (v) easements regarding the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
 - (vi) easements upon each such parcel in favor of each adjoining parcel regarding the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
 - (vii) easements on each such parcel regarding 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;
 - (viii) appropriate reservation of rights to grant easements to utility companies;
 - (ix) appropriate reservation of rights to dedicate road rights-of-way and curb cuts;
 - (x) easements in favor of each such parcel regarding pedestrian and vehicular traffic over dedicated private ring roads and access roads; and

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- (xi) 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 Planning and Zoning Director of the City of Doral, Florida or their successor ("Planning and Zoning Director") if they are not applicable to the subject conveyance or phase, or if they are already addressed in recorded form in an existing property owner's association, declaration of restrictive covenants or similar instrument. The Declaration 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 Site Plan.

6. The provisions of this Covenant 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 as set forth in Section 7.
7. The provisions of this instrument may be amended, modified or released by a written instrument executed by the then Owner or Owners of the Property, with joinders by all mortgagees, if any, provided the same is also approved by the Planning and Zoning Director (or their successor), acting for and on behalf of the City, and the Chief of the Platting and Traffic Review Section of the Miami-Dade County Department of Regulatory and Economic Resources (or their 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. Any portion of the Property over which a condominium or property owner's association or similar ownership structure is then existing, the instrument of amendment, modification or release shall be executed by such association, in accordance with its governing documents, in lieu of the fee owners of such portion of the Property.
8. Enforcement of this Covenant shall be by action against any parties or persons violating or attempting to violate any provision of this Covenant. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
9. 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.
10. This Declaration shall be recorded in the public records of Miami-Dade County at the Owner's expense.
11. This Covenant, once recorded, shall run with the land and be binding upon the heirs, grantees, successors, assigns, personal representatives, and upon all owners, future owners, mortgagees, lessees and others presently, or in the future, having any interest in the Property.

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12. 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 as may be available to it.
13. In the event of a violation of this Covenant, in addition to any other remedies available, the City 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.

[Execution Page Follows]

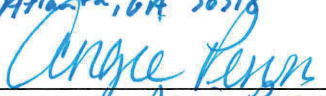
IN WITNESS WHEREOF, this Covenant Running with the Land in Lieu of Unity of Title has been executed by the Owner as set forth below.

WITNESSES:

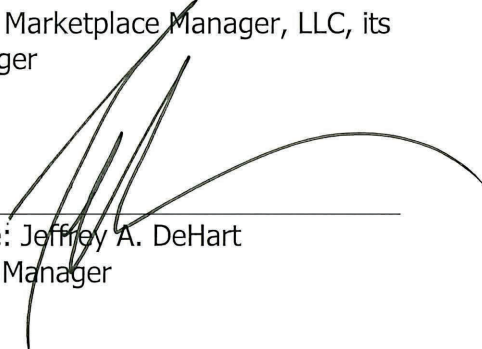
OWNER:

TGA SJC DORAL MARKETPLACE OWNER LLC


Print Name: Lane McDonald
Address: 1115 Howell Mill Rd. Suite 777
Atlanta, GA 30318

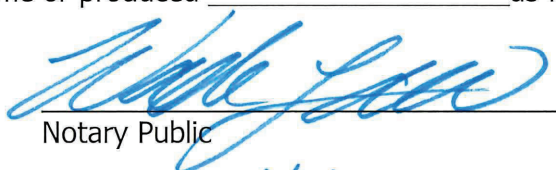

Print Name: Angie Penn
Address: 1115 Howell Mill Rd, Ste 777
Atlanta, GA 30318

By: Doral Marketplace Manager, LLC, its
Manager


By: _____
Name: Jeffrey A. DeHart
Title: Manager

STATE OF GEORGIA
COUNTY OF FULTON

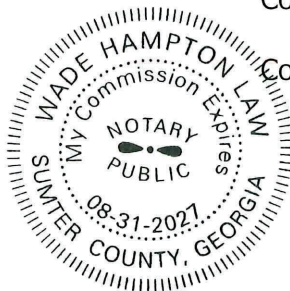
The foregoing was acknowledged before me by means of [☒] physical presence or [☐] online notarization this 11th day of November, 2025, by Jeffrey A. DeHart, in their capacity as Manager of Doral Marketplace Manager, LLC, the Manager of TGA SJC Doral Marketplace Owner LLC. This person is personally known to me or produced _____ as identification and did not take an oath.


Notary Public

Printed Name: Wade Law

Commission No: _____

Commission Expires: August 31, 2027



APPROVED AS TO FORM:



City Manager

5/13/2026

Date



City Attorney

5/12/2026

Date

EXHIBIT A
Legal Description of the Property

Tract "A" of Bridge Doral North, according to the plat thereof, as recorded at Plat Book 179, Page 85, of the Public Records of Miami-Dade County, Florida.

JOINDER OF MORTGAGEE

The undersigned Deutsche Bank AG, New York Branch, as Mortgagee under that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated July 17, 2024 and recorded August 13, 2024 in Official Records Book 34358, Page 4636, Assignment of Leases and Rents dated July 17, 2024 and recorded August 13, 2024 in Official Records Book 34358, Page 4666, and UCC Financing Statement recorded August 13, 2024 in Official Records Book 34358, Page 4679, all of the Public Records of Miami-Dade County, Florida (collectively, the "Mortgage"), covering the property described in the foregoing Covenant Running with the Land in Lieu of Unity of Title, as more particularly described in Exhibit A thereto, does hereby consent to the terms of the Covenant Running with the Land in Lieu of Unity of Title, and acknowledges and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of said Covenant Running with the Land in Lieu of Unity of Title.

IN WITNESS WHEREOF, these presents have been executed this 12th day of November, 2025.

Witnesses:

[Signature]
 Print name: Rosa Zlotky
 Address: 1 Columbus Circle
New York, NY 10019

[Signature]
 Print name: Vlad Tarashevsky
 Address: 1 Columbus Circle
New York, NY 10019

**DEUTSCHE BANK AG, NEW YORK
BRANCH**

By: [Signature]
 Print Name: CHRISTOPHER HARRIS
 Its: DIRECTOR

[Signature]
 MATT SMITH
 DIRECTOR

STATE OF New York
 COUNTY OF New York

The foregoing instrument was acknowledged before me by means of: (check one) ☒ physical presence or ☐ online notarization, this 12th day of November, 2025, by Christopher Harris and Matt Smith, as Directors of Deutsche Bank AG, New York Branch, who ☐ is personally known to me or ☐ has produced _____ as identification.

[Signature]
 Notary Public, State of _____

(Notary Seal)

By: _____
 Commission No: _____
 Exp Date: _____

THERESA ELLEL
 Notary Public - State of New York
 No. 01EL6276003
 Qualified in Queens County
 My Comm. Expires Feb. 4, 2029