

This instrument was prepared by:
Name: James R. Williams Jr., Esq.
Address: Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue
Suite 3500
Miami, Florida 33131

(Space reserved for Clerk of Court)

**MODIFICATION OF DECLARATION OF RESTRICTIVE COVENANTS
RECORDED IN OFFICIAL RECORDS BOOK 11212, PAGES 1613-1624
(Covenant In Lieu of Unity of Title)**

**THIS MODIFICATION OF DECLARATION OF RESTRICTIVE COVENANTS
RECORDED IN OFFICIAL RECORDS BOOK 11212, PAGE 1613** (hereinafter the
"Modification") is made and entered into this 11 day of September, 2026, by and between
EWE RETAIL II LTD., a Florida limited partnership, JCP INTERNATIONAL I LLC, a Florida
limited liability company, and WEST DADE COUNTY ASSOCIATES, a Florida general
partnership (collectively the "Owners"), in favor of the City of Doral, Florida, a Florida municipal
corporation (hereinafter the "City").

WITNESSETH:

WHEREAS, the Owners seek to redevelop that certain property described in the
Declaration and subject to the terms, covenants, conditions, restrictions, easements, and
obligations set forth therein; and

WHEREAS, the Declaration of Restrictive Covenants was recorded in Official Records
Book 11212, Page 1613 (the "Declaration") together with certain exhibits designated as Exhibit A
through Exhibit B; and

WHEREAS, the Owners desire that Exhibit A and Exhibit B to the Declaration remain in
full force and effect and be incorporated into this Modification by this reference as though fully
set forth herein, without relettering, restating, or reattaching such exhibits; and

WHEREAS, in order to maintain continuity with the exhibit designations used in the
Declaration, the exhibits attached to this Modification shall begin with Exhibit C, and each such
exhibit is attached hereto and incorporated herein by this reference; and

WHEREAS, EWE RETAIL II LTD., a Florida limited partnership, owns certain real
property located within the boundaries of the City, generally known as portions of Miami
International Mall, identified by Miami-Dade County Tax Folio Number 35-3032-008-0050, and
encompassing the former Sears department store anchor site and associated surface parking as
further legally described in **Exhibit "C"** ("Residential Site 1") and **Exhibit "D"** ("Residential Site
2."); and

WHEREAS, JCP INTERNATIONAL I LLC, a Florida limited liability company, owns
certain real property located within the boundaries of the City, generally known as a portion of

Miami International Mall, identified by Miami-Dade County Tax Folio Number 35-3032-008-0140, and encompassing the JCPenney department store anchor site and associated surface parking as further legally described in **Exhibit “E”** ("JCP Site");

WHEREAS, WEST DADE COUNTY ASSOCIATES, a Florida general partnership, owns certain real property located within the boundaries of the City, generally known as a portion of Miami International Mall, identified by Miami-Dade County Tax Folio Number 35-3032-008-0010, and encompassing associated drives and surface parking areas, as further legally described in **Exhibit “F”** (the “Ring Road”, which together with the JCP Site, shall be referred to herein as “Residential Site 3”); and

WHEREAS, the Residential Site 1, Residential Site 2, and Residential Site 3 consists of approximately 25.612 acres located within Miami International Mall (the "Mall") and is generally situated 350 feet east from the intersection of NW 107 Avenue and NW 16 Street, as further legally defined in **Exhibit “G”** (the “Property”); and

WHEREAS, the Property is currently designated "Mall Mixed Use" on the City's Comprehensive Plan Future Land Use Map and zoned "Mall Mixed Use" on the City's Official Zoning Map; and

WHEREAS, the Declaration, a copy of which is attached as **Exhibit “H”**, imposes certain conditions on the development and operation of the Mall in connection with a public hearing application approved under Resolution No. 4-ZAB-355-80; and

WHEREAS, the Declaration also performs as a Covenant In Lieu of Unity of Title to facilitate and regulate development on sites that may involve multiple parcels or phased development; and

WHEREAS, at a public hearing on August 12, 2026, the City of Doral City Council adopted the public hearing application No. PZAD-2511-0986 and approved, in relevant part, a modification to Paragraph A of the Declaration (the “Public Hearing”);

WHEREAS, the Owners and the City of Doral desire that the covenants herein amend and supersede those of the Declaration.

NOW, THEREFORE, IN ORDER TO ASSURE THE City of Doral that the representations made by the Owners during the consideration of Public Hearing will be honored by the Owners freely, voluntarily, and without duress, the Owners hereby make the following declaration of restrictions, which shall run with and burden the Property:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Declaration as if fully set forth herein.
2. **Exhibits.** The exhibits attached to the Declaration as Exhibit A and Exhibit B are hereby incorporated into this Modification by this reference and shall remain in full force and effect except to the extent expressly modified herein. The exhibits attached to this Modification shall be designated beginning with Exhibit C and shall be deemed

supplemental exhibits to the Declaration. References in this Modification to the "Exhibits" shall mean, collectively, Exhibit A and Exhibit B to the Declaration and Exhibit C through Exhibit H attached to this Modification, unless the context clearly requires otherwise.

3. **Amendment.** Paragraph A of the Declaration is hereby amended to read as follows:

FROM:

- A. The Mall Tract shall be operated as a Functionally Integrated Shopping Center and shall be constructed and developed substantially in accordance with the site plan approved by the Dade County Zoning Appeals Board pursuant to Resolution No. 4-ZAB-355-80, and in accordance with the flexibility factors set forth therein and as subsequently approved by the Building and Zoning Director as Proposed Plan (PP-1) and Site Plan (SP-1), both dated December 16, 1980, and on file with the Building and Zoning Department.

TO:

- A. The Mall Tract shall be operated as a Functionally Integrated Shopping Center and shall be constructed and developed substantially in accordance with the site plan approved by the Dade County Zoning Appeals Board pursuant to Resolution No. 4-ZAB-355-80, and in accordance with the flexibility factors set forth therein and as subsequently approved by the Building and Zoning Director as Proposed Plan (PP-1) and Site Plan (SP-1), both dated December 16, 1980, and on file with the Building and Zoning Department. Notwithstanding the foregoing, changes or modifications to the aforementioned plans to permit residential development within the portion of the Mall Tract legally described in Exhibit "F" shall be permitted upon approval at a public hearing in accordance with the City of Doral's regulations governing site plan approval without further modification of this Covenant, which may be more specifically entitled as three (3) separate developments: (i) Residential Site 1, legally described in Exhibit "C"; (ii) Residential Site 2, legally described in Exhibit "D"; and (iii) Residential Site 3, legally described in Exhibit "E" and Exhibit "F".
4. **Continuing Effect.** Except as expressly amended herein, all other terms and provisions of the Declaration remain unchanged and in full force and effect.
5. **Recognition of Separate Mortgagee Joinder.** Any mortgagee rights and protections set forth in a separate mortgagee joinder or limited consent accepted by the City and the applicable Owner and recorded with respect to a Residential Site shall govern with respect to such mortgagee and the affected Residential Site provided, however, that no such joinder or limited consent shall amend or modify the substantive restrictions, development rights, or obligations established by this Declaration, impair or limit the City's rights or remedies hereunder, or affect any other Residential Site, unless otherwise approved by the City in accordance with applicable law.

IN WITNESS WHEREOF, the Owners caused these presents to be signed in their name by their proper officials.

Signed, witnessed, executed, and acknowledged on this 16 day of July, 2026.

WITNESSES:

[Signature]
Signature

Print Name: Carmen Estrada

Address: 10 9 NW 19 St.
Doral, FL 33172

[Signature]
Signature

Print Name: Lenette Trivett

Address: 9020 SW 23 Terr.
Cutler Bay, FL 33157

EWE RETAIL II LTD., a Florida limited partnership

By: EWE Retail II, LLC, a Florida limited liability company, [Signature], Manager

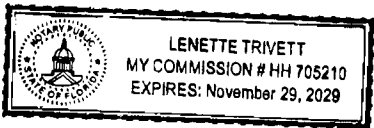
By: [Signature]
Edward J. Easton, Manager

Address: 10 9 NW 19 St.
Doral, FL 33172

STATE OF FL)
) SS:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of July, 2026, by Edward J. Easton, Manager of EWE Retail II, LLC, a Florida limited liability company, **EWE RETAIL II LTD.**, a Florida limited partnership, who X is personally known to me or has produced as identification.

[NOTARIAL SEAL]

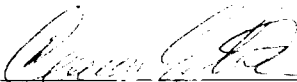


[Signature]
Print Name: Lenette Trivett
Notary Public, State of FL
Commission #: HH 705210
My Commission Expires: 11-29-29

Signed, witnessed, executed, and acknowledged on this 16 day of July, 2026.

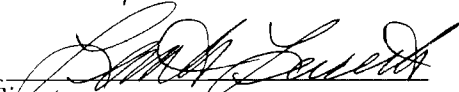
WITNESSES:

JCP INTERNATIONAL I LLC, a Florida limited liability company


Signature

Print Name: Carmen Estrada

Address: 10165 NW 19 Street
Doral, FL 33172


Signature

Print Name: Lenette Trivett

Address: 10165 NW 19 Street
Doral, FL 33172 or
9070 SW 263 Terr, Cutler Bay, FL 33189



Edward J. Easton, Manager

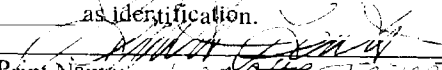
Address: 10165 NW 19 Street
Doral, FL 33172

STATE OF FL)
) SS:
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of JULY, 2026, by Edward J. Easton, Manager of **JCP INTERNATIONAL I LLC**, a Florida limited liability company, who is personally known to me or ☒ has produced _____ as identification.

[NOTARIAL SEAL]




Print Name: Lenette Trivett
Notary Public, State of FL
Commission #: HH 705210
My Commission Expires: 11-29-29

Signed, witnessed, executed, and acknowledged on this 4th day of September, 2026.

WITNESSES:

[Signature]
Signature

Print Name: Andrew Wilson

Address: 225 W Washington St
Indianapolis IN 46204

[Signature]
Signature

Print Name: Elan Clark

Address: 225 W. Washington St.
Indianapolis IN 46204

WEST DADE COUNTY ASSOCIATES, a
Florida general partnership

By: SIMON PROPERTY GROUP, L.P.,
an Indiana limited Partnership, its
managing partner

By: SIMON PROPERTY
GROUP, INC., an Indiana
corporation, its general
partner

[Signature]
Signature

Print Name: Donald G. Frey

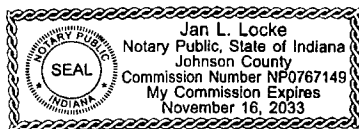
Title: Executive Vice President - Treasurer

Address: 225 W Washington St
Indianapolis, IN 46204

STATE OF Indiana)
COUNTY OF Darke) SS:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of September, 2026, by Simon Property Group, L.P., as managing partner of WEST DADE COUNTY ASSOCIATES, a Florida general partnership, who is personally known to me or _____ has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: Jan L. Locke
Notary Public, State of Indiana
Commission #: NP0767149
My Commission Expires: November 16, 2033

Signed, witnessed, executed, and acknowledged on this 11 day of September, 2026.

WITNESSES:

CITY OF DORAL:

[Signature]
Signature

Zeida C. Sardinas
Print Name

[Signature]
Signature

Fernando Casamayor
Print Name

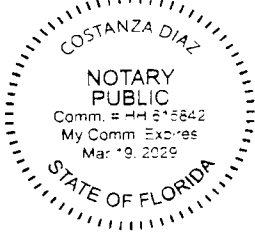
By: [Signature]
Christi Fraga Mayor

[Signature]
Approved as to legal sufficiency
City Attorney

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of September, 2026, by Christi Fraga, as the Mayor of the City of Doral, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: CONNIE DIAZ

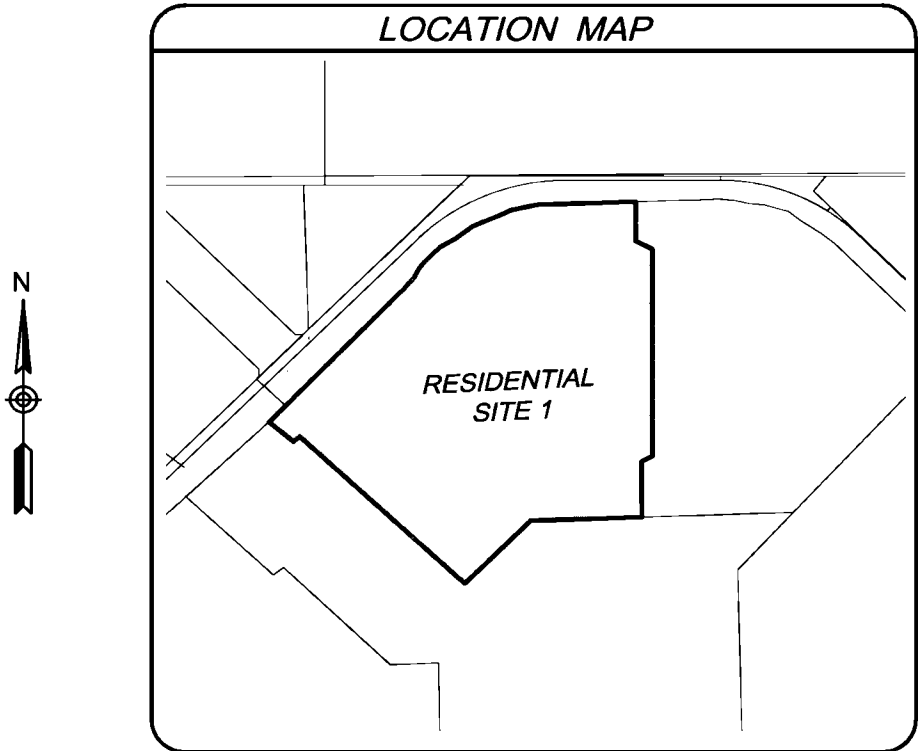
Notary Public, State of Florida
Commission #: HA615842
My Commission Expires: 3/19/29

EXHIBIT "C"

(SKETCH & LEGAL DESCRIPTION FOR RESIDENTIAL SITE 1)

**RESIDENTIAL SITE 1
LOCATION MAP**

SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST



A PORTION OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST,
CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
SCALE 1"=300'

NOTES:

1. PREPARED FOR: GREYSTAR DEVELOPMENT EAST, LLC.
2. PROPERTY ADDRESS: 1625 NW 107th AVE, CITY OF DORAL, MIAMI-DADE, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS EASEMENT STRIP FORMS A CLOSED GEOMETRIC FIGURE
5. THE ELECTRONIC SEAL AND SIGNATURE APPEARING ON THIS SURVEY WAS AUTHORIZED BY JOSE G. HERNANDEZ, PROFESSIONAL LAND SURVEYOR NO. 6952 OF THE STATE OF FLORIDA ON MAY 19, 2026.
6. I HEREBY CERTIFY THAT THIS "SKETCH AND LEGAL DESCRIPTION" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SKETCH AND LEGAL DESCRIPTION COMPLIES WITH STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.



J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION No. LB8092
3300 NW 112th AVE. SUITE 10, DORAL, FL 33172
(P) 305-526-0606 (E) info@jhasurveys.com

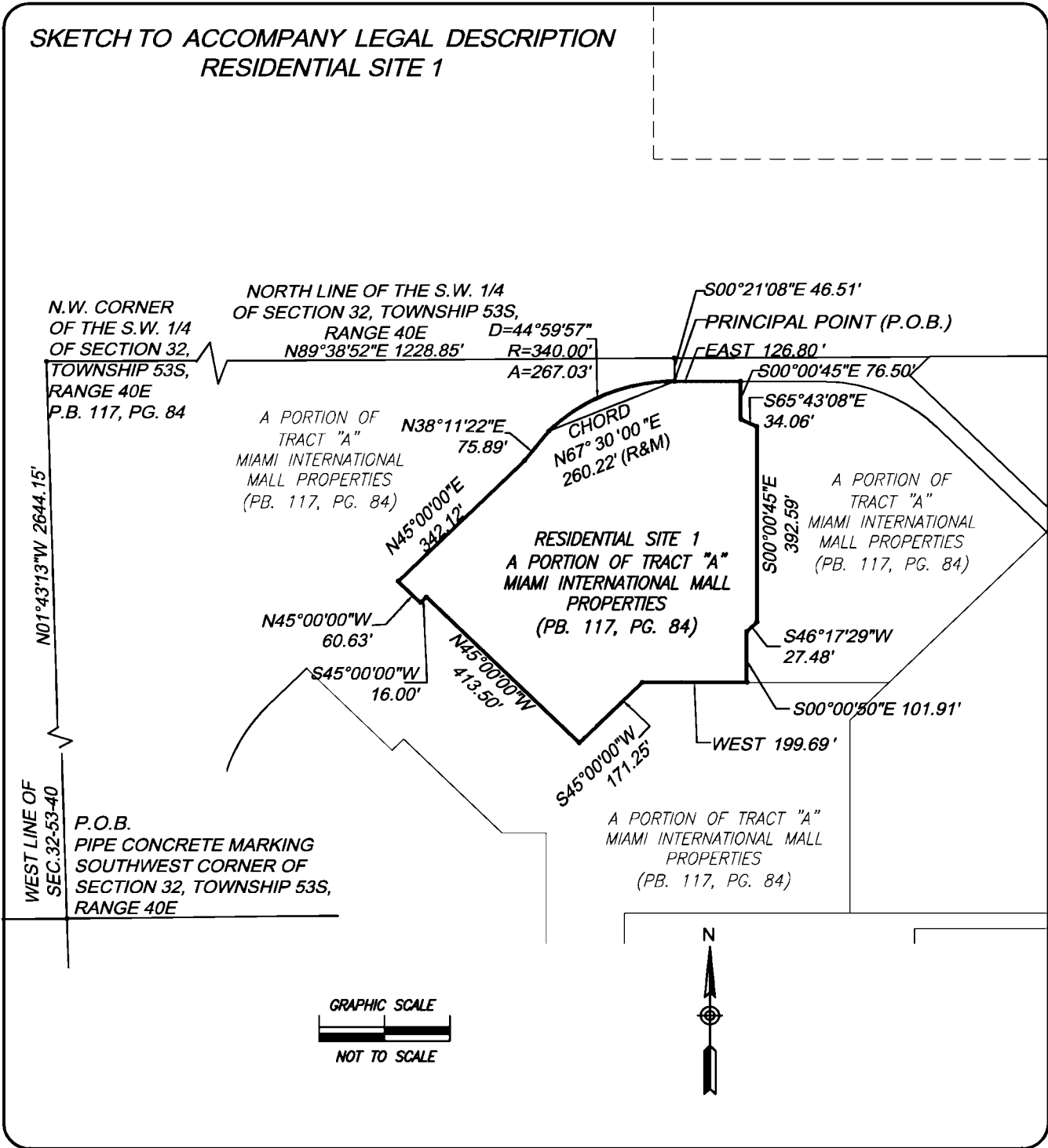
SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION
BY: JOSE G. HERNANDEZ, PRESIDENT
JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA



DRAWN BY: C.A.F. CHECKED BY: J.G.H. JOB NUM.: 156059
DATE: 05/15/26 SHEET 1 OF 3 SHEETS F.B. N/A PG. N/A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
RESIDENTIAL SITE 1



 J. Hernandez & Associates Inc LAND SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION No. LB8092 3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172 (P) 305-526-0606 (E) info@jhasurveys.com			SURVEYOR'S CERTIFICATE PREPARED UNDER MY SUPERVISION AND DIRECTION BY: <u>JOSE G. HERNANDEZ, PRESIDENT</u> PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA		
DRAWN BY: C.A.F. CHECKED BY: J.G.H. JOB NUM.: 156059 DATE: 05/15/26 SHEET 2 OF 3 SHEETS F.B. N/A PG. N/A			Digitally signed by Jose Hernandez DN: cn=US, st=Florida, ou=JHAS, serialNumber=JATL2026060406420 3.0.0.0=JHERNANDEZ AND ASSOCIATES, INC., cn=Jose Hernandez, email=JOSEHERNANDEZ@JHASURVEYS.COM Date: 2026.05.19 17:08:34 -0400 Adobe Acrobat version: 10.0.1		

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
RESIDENTIAL SITE 1

A PARCEL OF LAND LOCATED WITHIN SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A PIPE IN CONCRETE MARKING THE SOUTHWEST CORNER OF SAID SECTION 32, THENCE N 1° 43' 13" W, ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 2644.15 FEET TO A POINT; THENCE N 89° 38' 52" E, A DISTANCE OF 1228.85 FEET TO A POINT; THENCE S 0° 21' 08" E, A DISTANCE OF 46.51 FEET TO THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING DESCRIPTION:

THENCE DUE EAST, A DISTANCE OF 126.80 FEET TO A POINT; THENCE S 00° 00' 45" E, A DISTANCE OF 76.50 FEET TO A POINT; THENCE S 65° 43' 08" E, A DISTANCE OF 34.06 FEET TO A POINT; THENCE S 00° 00' 45" E, A DISTANCE OF 392.59 FEET TO A POINT; THENCE S 46° 17' 29" W, A DISTANCE OF 27.48 FEET TO A POINT; THENCE S 00° 00' 50" E, A DISTANCE OF 101.91 FEET TO A POINT; THENCE DUE WEST, A DISTANCE OF 199.69 FEET TO A POINT; THENCE S 45° 00' 00" W, A DISTANCE OF 171.25 FEET TO A POINT; THENCE N 45° 00' 00" W, A DISTANCE OF 413.50 FEET TO A POINT; THENCE S 45° 00' 00" W, A DISTANCE OF 16.00 FEET TO A POINT; THENCE N 45° 00' 00" W, A DISTANCE OF 60.63 FEET TO A POINT; THENCE N 45° 00' 00" E, A DISTANCE OF 342.12 FEET TO A POINT; THENCE N 38° 11' 22.8" E, A DISTANCE OF 75.89 FEET TO A POINT; THENCE 267.04 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 340.00 FEET AND A CHORD OF 260.22 FEET, BEARING N 67° 30' 00" E TO THE PRINCIPAL POINT AND PLACE OF BEGINNING.

SAID PARCEL CONTAINING 319,277 SQUARE FEET (7.330 ACRES) MORE OR LESS.

LYING AND BEING IN SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

LEGEND

- DENOTES PROPERTY LINE
- P.B. DENOTES PLAT BOOK
- PG. DENOTES PAGE
- O.R.B. DENOTES OFFICIAL RECORD BOOK
- D DENOTES CENTRAL ANGLE
- R DENOTES RADIUS
- A DENOTES ARC LENGHT
- P.O.B. DENOTES POINT OF BEGINNING

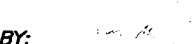


J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION No. LB8092
3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172
(P) 305-526-0606 (E) info@jhasurveys.com

DRAWN BY: C.A.F.	CHECKED BY: J.G.H.	JOB NUM.: 156059
DATE: 05/15/26	SHEET 3 OF 3 SHEETS	F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY: 

JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 6902 STATE OF FLORIDA



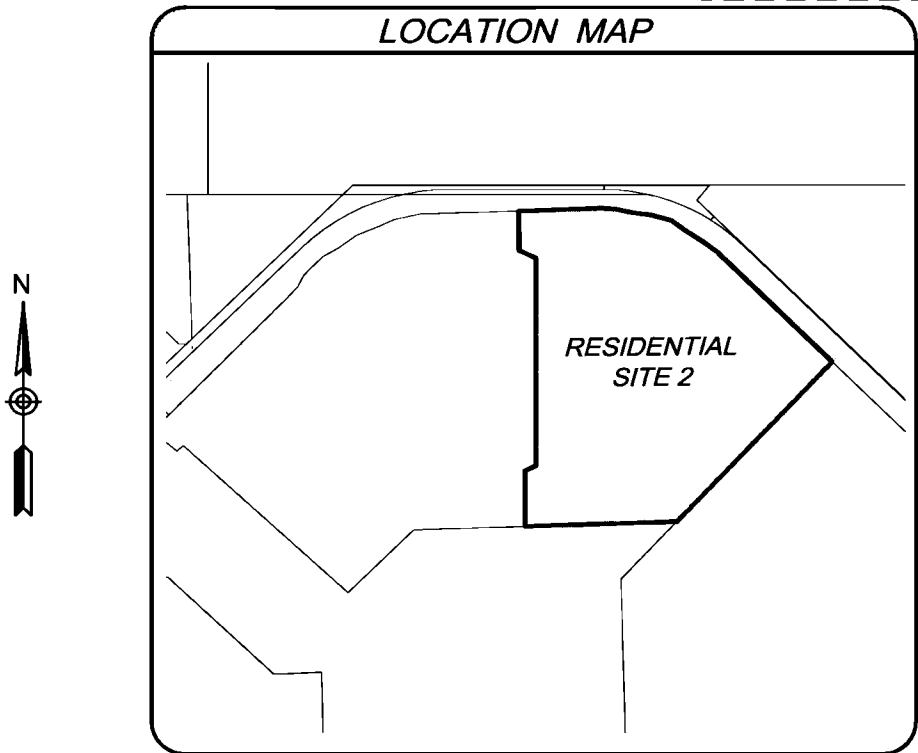
Digitally signed by jose hernandez
DN: cn=US, st=Florida, o=Doral,
serialNumber=AA11202604064400
SJ on JHERNANDEZ AND
ASSOCIATES, INC., c=jose
hernandez,
email=SHERNANDEZ@JHASURVEY
S.COM
Date: 2026.05.19 17:08:16 -0400
Adipha Surveys, Inc.

EXHIBIT "D"

(SKETCH & LEGAL DESCRIPTION FOR RESIDENTIAL SITE 2)

RESIDENTIAL SITE 2
LOCATION MAP

SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST



A PORTION OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST,
CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
SCALE 1"=300'

NOTES:

1. PREPARED FOR: GREYSTAR DEVELOPMENT EAST, LLC.
2. PROPERTY ADDRESS: 1625 NW 107th AVE, CITY OF DORAL, MIAMI-DADE, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS EASEMENT STRIP FORMS A CLOSED GEOMETRIC FIGURE
5. THE ELECTRONIC SEAL AND SIGNATURE APPEARING ON THIS SURVEY WAS AUTHORIZED BY JOSE G. HERNANDEZ, PROFESSIONAL LAND SURVEYOR NO. 6952 OF THE STATE OF FLORIDA ON MAY 19, 2026.
6. I HEREBY CERTIFY THAT THIS "SKETCH AND LEGAL DESCRIPTION" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SKETCH AND LEGAL DESCRIPTION COMPLIES WITH STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION No. LB8092
3300 NW 112th AVE. SUITE 10, DORAL, FL 33172
(P) 305-526-0606 (E) info@jhasurveys.com

DRAWN BY: C.A.F.	CHECKED BY: J.G.H.	JOB NUM.: 156059
DATE: 05/15/26	SHEET 1 OF 3 SHEETS	F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

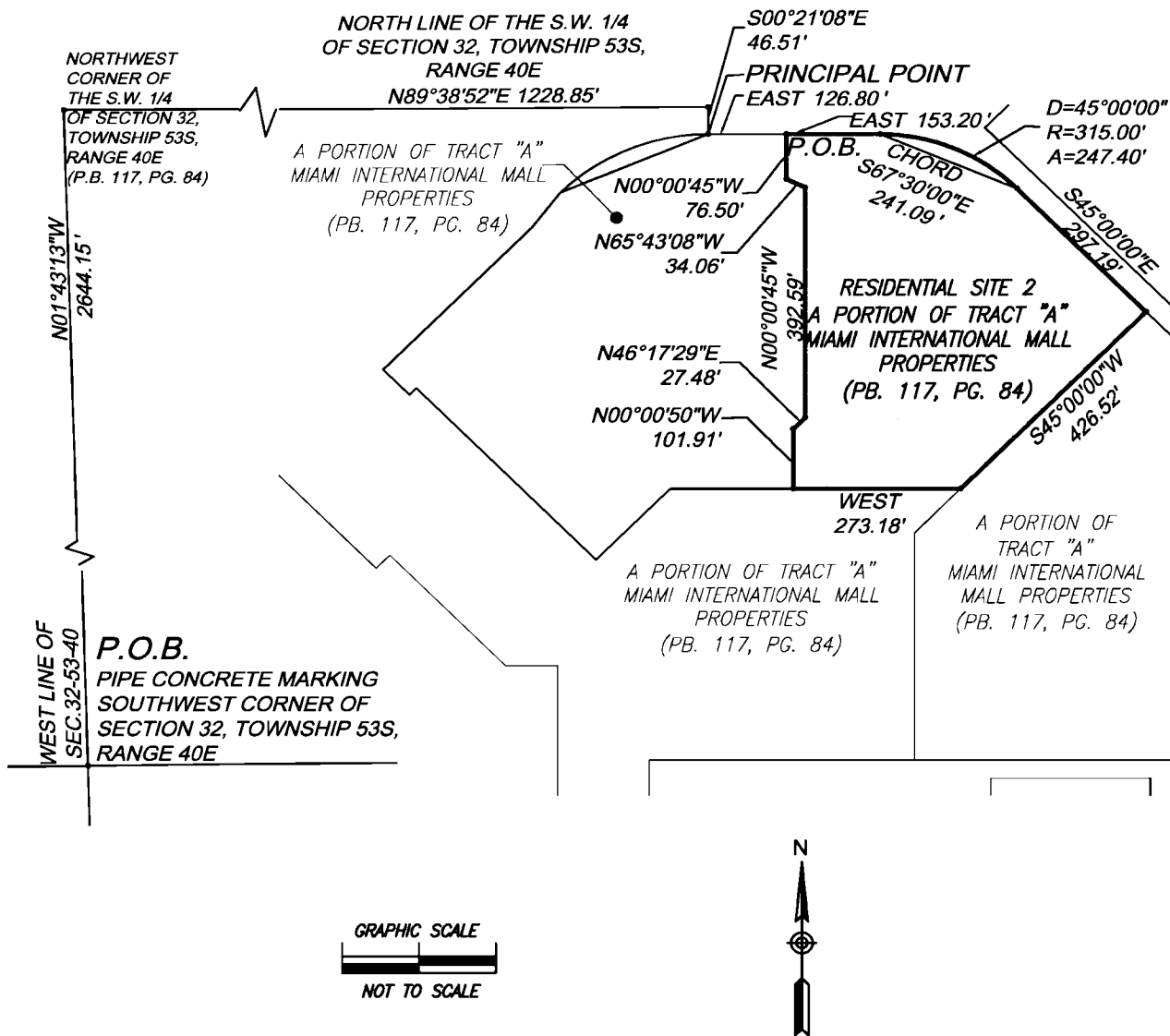
PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY: JOSE G. HERNANDEZ

JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA



SKETCH TO ACCOMPANY LEGAL DESCRIPTION
RESIDENTIAL SITE 2



J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION No. LB8092
3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172
(P) 305-526-0606 (E) info@jhasurveys.com

DRAWN BY: C.A.F.	CHECKED BY: J.G.H.	JOB NUM.: 156059
DATE: 05/15/26	SHEET 2 OF 3 SHEETS	F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECT ON

BY: JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 6952

STATE OF FLORIDA

DATE: 05/15/26

LEGAL DESCRIPTION TO ACCOMPANY SKETCH RESIDENTIAL SITE 2

A PARCEL OF LAND LOCATED WITHIN SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A PIPE IN CONCRETE MARKING THE SOUTHWEST CORNER OF SAID SECTION 32, THENCE N 1° 43' 13" W, ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 2644.15 FEET TO A POINT; THENCE N 89° 38' 52" E, A DISTANCE OF 1228.85 FEET TO A POINT; THENCE S 0° 21' 08" E, A DISTANCE OF 46.51 FEET TO A PRINCIPAL POINT; THENCE DUE EAST, A DISTANCE OF 126.80 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIPTION:

THENCE CONTINUE, DUE EAST, A DISTANCE OF 153.20 FEET TO A POINT; THENCE 247.40 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 315.00 FEET AND A CHORD OF 241.09 FEET, BEARING S 67° 30' 00" E TO A POINT; THENCE S 45° 00' 00" E, A DISTANCE OF 297.19 FEET TO A POINT; THENCE S 45° 00' 00" W, A DISTANCE OF 426.52 FEET TO A POINT; THENCE DUE WEST, A DISTANCE OF 273.18 FEET TO A POINT; THENCE N 00° 00' 50" W, A DISTANCE OF 101.91 FEET TO A POINT; THENCE N 46° 17' 29" E, A DISTANCE OF 27.48 FEET TO A POINT; THENCE N 00° 00' 45" W, A DISTANCE OF 392.59 FEET TO A POINT; THENCE N 65° 43' 08" W, A DISTANCE OF 34.06 FEET TO A POINT; THENCE N 00° 00' 45" W, A DISTANCE OF 76.50 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 246,674 SQUARE FEET (5.663 ACRES) MORE OR LESS.

LYING AND BEING IN SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

LEGEND

- DENOTES PROPERTY LINE
P.B. DENOTES PLAT BOOK
PG. DENOTES PAGE
O.R.B. DENOTES OFFICIAL RECORD BOOK
D DENOTES CENTRAL ANGLE
R DENOTES RADIUS
A DENOTES ARC LENGTH
P.O.B. DENOTES POINT OF BEGINNING



J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION No. LB8092
3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172
(P) 305-526-0606 (E) info@jhasurveys.com

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:

JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.



Digitally signed by Jose Hernandez
DN: cn=US, st=Florida, i=Orlando,
serialNumber=AA17.2025040644305
3, o=J. HERNANDEZ AND
ASSOCIATES, INC., cn=jose
hernandez,
email=j.HERNANDEZ@JHASURVEYS.
COM
Date: 2025.05.19 13:31:12 -0400
Adobe Acrobat version: 2025.07.21

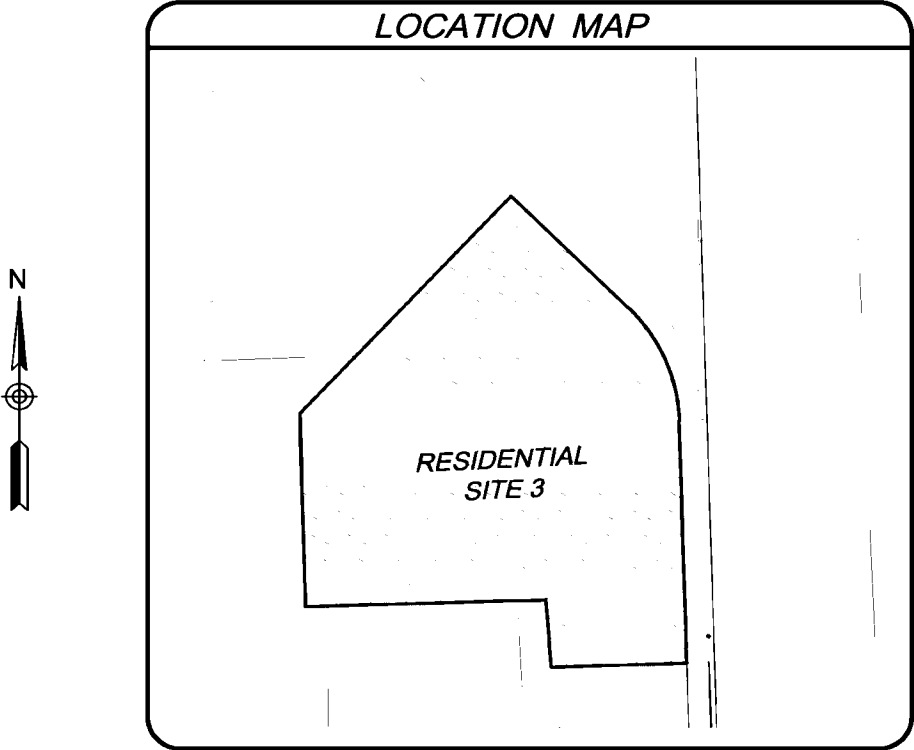
DRAWN BY: C.A.F. CHECKED BY: J.G.H. JOB NUM.: 156059
DATE: 05/15/26 SHEET 3 OF 3 SHEETS F.B. N/A PG. N/A

EXHIBIT "E"

(SKETCH & LEGAL DESCRIPTION FOR JCP SITE)

EXHIBIT "D"
RESIDENTIAL SITE 3
LOCATION MAP

SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST



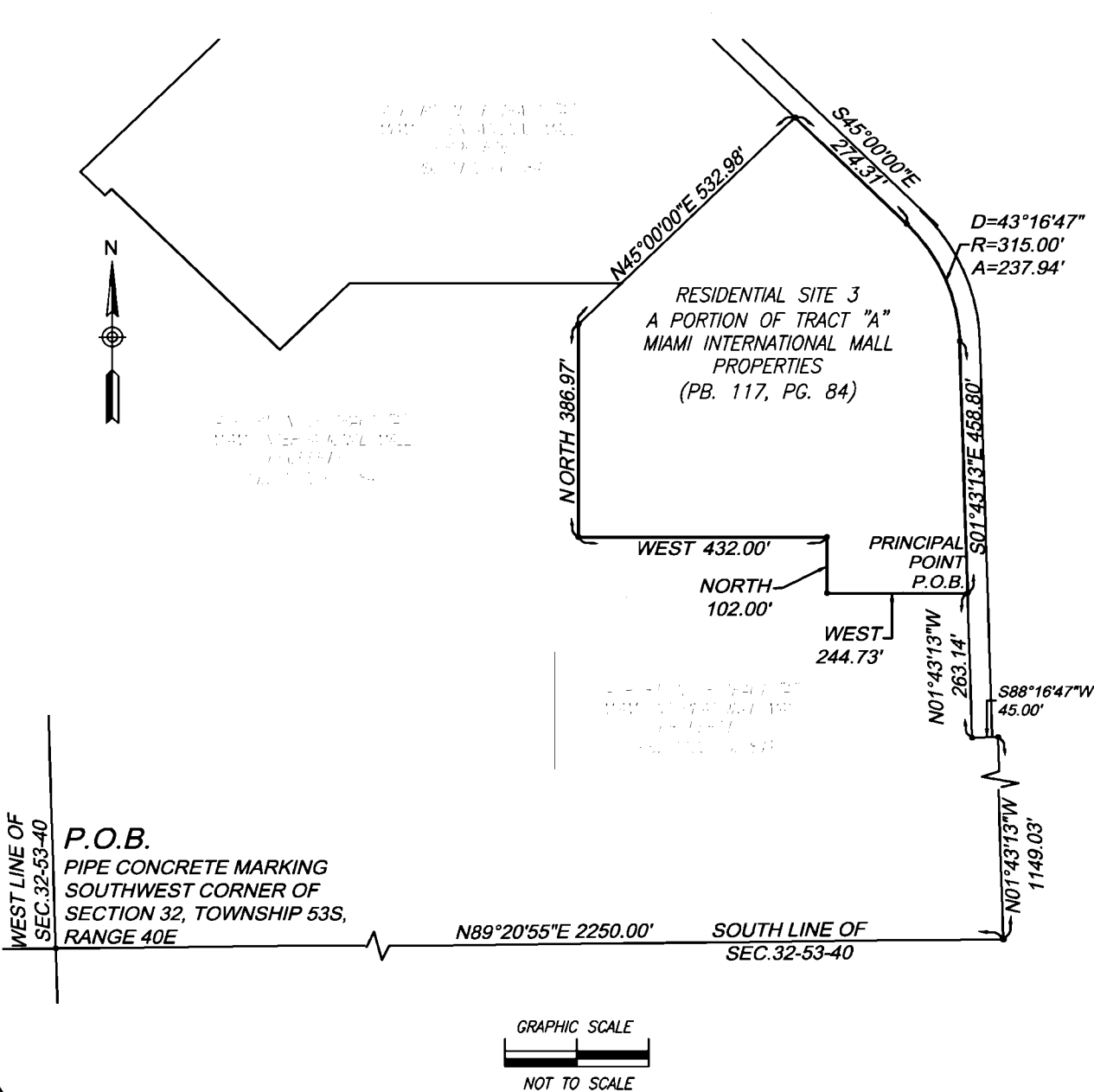
A PORTION OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST,
CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
SCALE 1"=300'

NOTES:

1. PREPARED FOR: GREYSTAR DEVELOPMENT EAST, LLC.
2. PROPERTY ADDRESS: 1625 NW 107th AVE, CITY OF DORAL, MIAMI-DADE, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS EASEMENT STRIP FORMS A CLOSED GEOMETRIC FIGURE
5. THE ELECTRONIC SEAL AND SIGNATURE APPEARING ON THIS SURVEY WAS AUTHORIZED BY JOSE G. HERNANDEZ, PROFESSIONAL LAND SURVEYOR NO. 6952 OF THE STATE OF FLORIDA ON MARCH 6, 2026.
6. I HEREBY CERTIFY THAT THIS "SKETCH AND LEGAL DESCRIPTION" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SKETCH AND LEGAL DESCRIPTION COMPLIES WITH STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

 J. Hernandez & Associates Inc LAND SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION No. LB8092 3300 NW 112th AVE. SUITE 10, DORAL, FL 33172 (P) 305-526-0606 (E) info@jhasurveys.com			SURVEYOR'S CERTIFICATE		
DRAWN BY: C.A.F. DATE: 03/02/26			PREPARED UNDER MY SUPERVISION AND DIRECT BY: JOSE G. HERNANDEZ, PRESIDENT PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA		
CHECKED BY: J.G.H. SHEET 1 OF 3 SHEETS			DATE: 2026.03.06 14:39:02 -05'00' Adobe Acrobat version:		
JOB NUM.: 155857 F.B. N/A PG. N/A					

EXHIBIT "D"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
RESIDENTIAL SITE 3



 J. Hernandez & Associates Inc LAND SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION No. LB8092 3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172 (P) 305-526-0606 (E) info@jhasurveys.com			SURVEYOR'S CERTIFICATE		
DRAWN BY: C.A.F. DATE: 03/02/26			PREPARED UNDER MY SUPERVISION AND DIRECTION:  BY: JOSE G. HERNANDEZ, PRESIDENT PROFESSIONAL LAND SURVEYOR No. 6960		
CHECKED BY: J.G.H. SHEET 2 OF 3 SHEETS			DATE: 03/02/26		
JOB NUM.: 155857 F.B. N/A PG. N/A			STATE OF FLORIDA ASSOCIATES, INC. COMPANY Date: 2026.03.06 14:36:16 -0500 J. Hernandez		

EXHIBIT "D"
LEGAL DESCRIPTION TO ACCOMPANY SKETCH
RESIDENTIAL SITE 3

A PART OF TRACT A, MIAMI INTERNATIONAL MALL PROPERTIES, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 117, PAGE 84, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A PIPE IN CONCRETE MARKING THE SOUTHWEST COMER OF SAID SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE NORTH 89° 20' 55" EAST ALONG THE SOUTH LINE OF SECTION 32, A DISTANCE OF 2250.00 FEET TO A POINT; THENCE NORTH 01° 43' 13" WEST A DISTANCE OF 1149.03 FEET TO A POINT; THENCE SOUTH 88° 16' 47" WEST A DISTANCE OF 45.00 FEET TO A POINT; THENCE NORTH 01° 43' 13" WEST A DISTANCE OF 263.14 FEET TO A POINT, SAID POINT BEING THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING DESCRIPTION: THENCE DUE WEST A DISTANCE OF 244.73 FEET TO A POINT; THENCE DUE NORTH A DISTANCE OF 102.00 FEET TO A POINT; THENCE DUE WEST A DISTANCE OF 432.00 FEET TO A POINT; THENCE DUE NORTH A DISTANCE OF 386.97 FEET TO A POINT; THENCE NORTH 45° 00' 00" EAST A DISTANCE OF 532.98 FEET TO A POINT; THENCE SOUTH 45° 00' 00" EAST A DISTANCE OF 274.31 FEET TO A POINT; THENCE 237.94 FEET ALONG AN ARC TO THE RIGHT, HAVING A RADIUS OF 315.00 FEET AND A CENTRAL ANGLE OF 43° 16' 47" TO A POINT; THENCE SOUTH 01°43' 13" EAST A DISTANCE OF 458.80 FEET TO A POINT, SAID POINT BEING THE PRINCIPAL POINT AND PLACE OF BEGINNING

SAID PARCEL CONTAINING 419,055 SQUARE FEET (9.620 ACRES) MORE OR LESS.
LYING AND BEING IN SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

LEGEND

- DENOTES PROPERTY LINE
- P.B. DENOTES PLAT BOOK
- PG. DENOTES PAGE
- O.R.B. DENOTES OFFICIAL RECORD BOOK
- D DENOTES CENTRAL ANGLE
- R DENOTES RADIUS
- A DENOTES ARC LENGHT
- P.O.B. DENOTES POINT OF BEGINNING

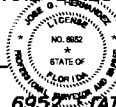
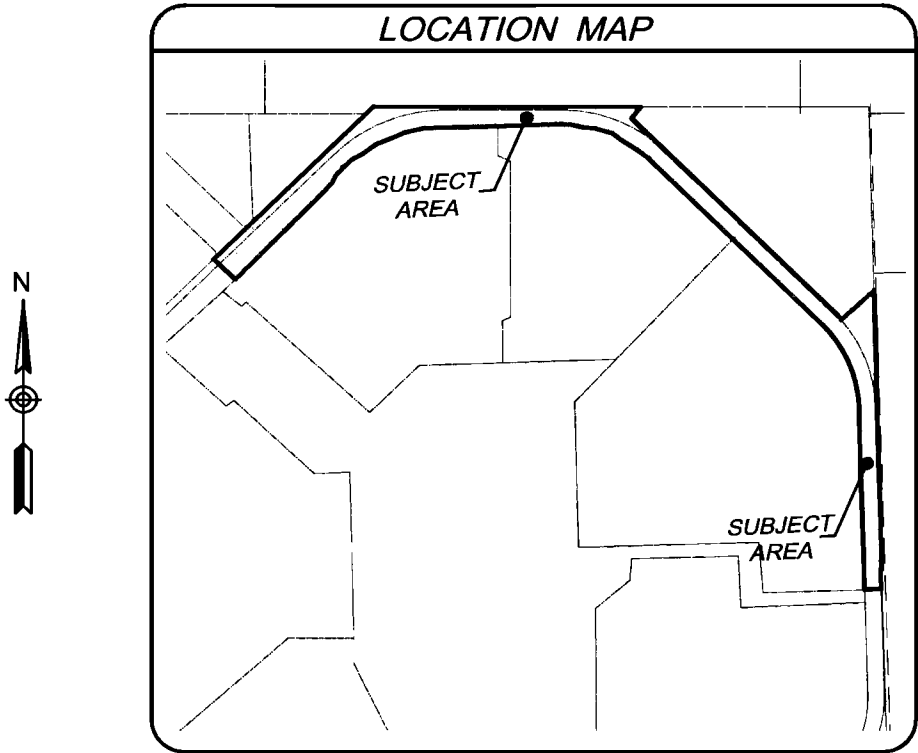
 LAND SURVEYORS	J. Hernandez & Associates Inc LAND SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION No. LB8092 3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172 (P) 305-526-0606 (E) info@jhasurveys.com		SURVEYOR'S CERTIFICATE	
	DRAWN BY: C.A.F. CHECKED BY: J.G.H. JOB NUM.: 155857 DATE: 03/02/26 SHEET 3 OF 3 SHEETS F.B. N/A PG. N/A		PREPARED UNDER MY SUPERVISION AND DIRECTED BY:  BY: JOSE G. HERNANDEZ, PRESIDENT PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA	

EXHIBIT "F"

(SKETCH AND LEGAL OF RING ROAD)

SKETCH
LOCATION MAP

SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST



A PORTION OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST,
CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
SCALE 1"=400'

NOTES:

1. PREPARED FOR: GREYSTAR DEVELOPMENT EAST, LLC.
2. PROPERTY ADDRESS: 1625 NW 107th AVE, CITY OF DORAL, MIAMI-DADE, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS EASEMENT STRIP FORMS A CLOSED GEOMETRIC FIGURE
5. THE ELECTRONIC SEAL AND SIGNATURE APPEARING ON THIS SURVEY WAS AUTHORIZED BY JOSE G. HERNANDEZ, PROFESSIONAL LAND SURVEYOR NO. 6952 OF THE STATE OF FLORIDA ON MAY 20, 2026.
6. I HEREBY CERTIFY THAT THIS "SKETCH AND LEGAL DESCRIPTION" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SKETCH AND LEGAL DESCRIPTION COMPLIES WITH STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.



J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION No. LB8092
3300 NW 112th AVE. SUITE 10, DORAL, FL 33172
(P) 305-526-0606 (E) info@jhasurveys.com

SURVEYOR'S CERTIFICATE

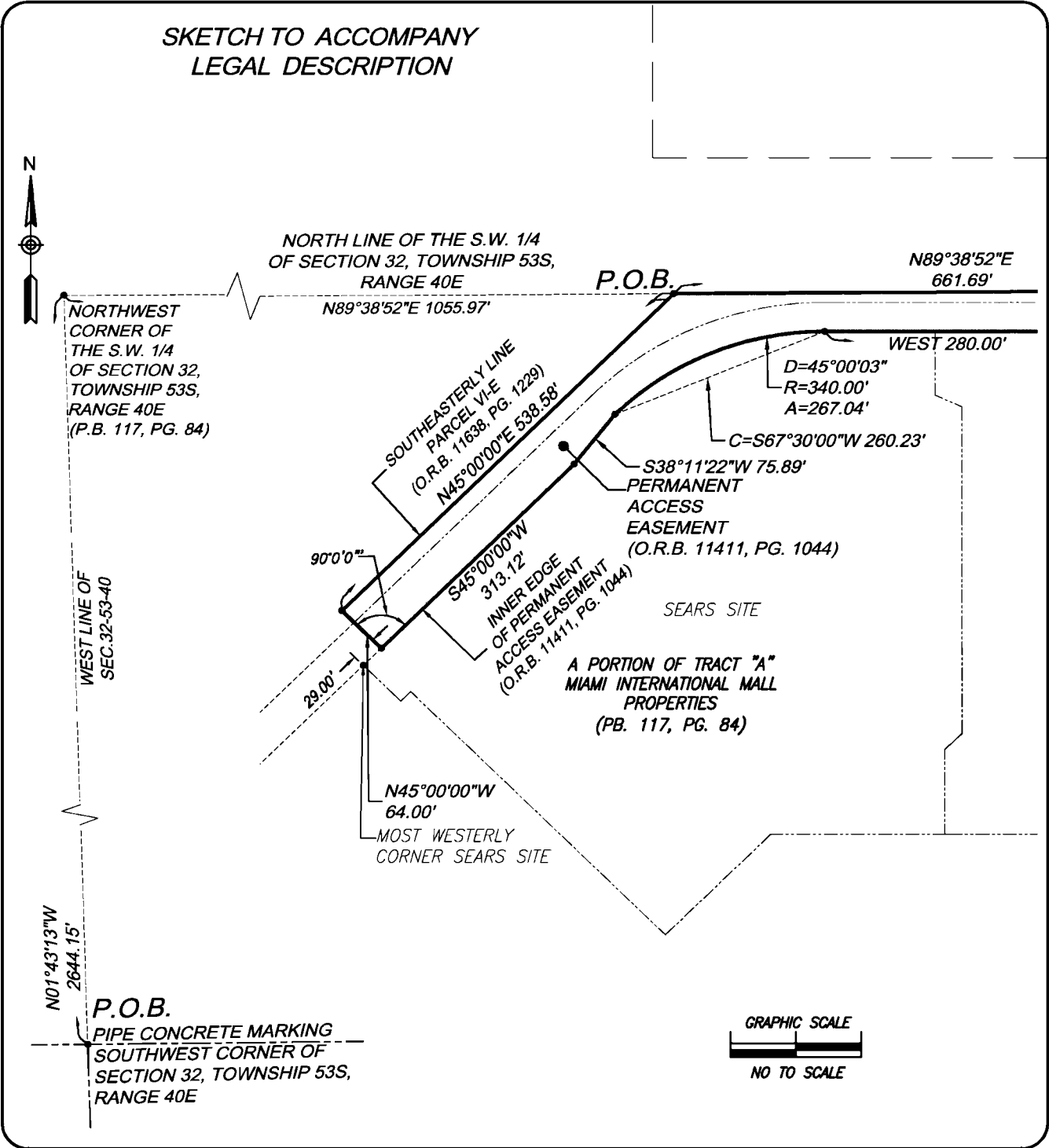
PREPARED UNDER MY SUPERVISION AND DIRECTION:

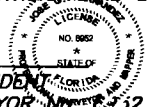
BY: JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA



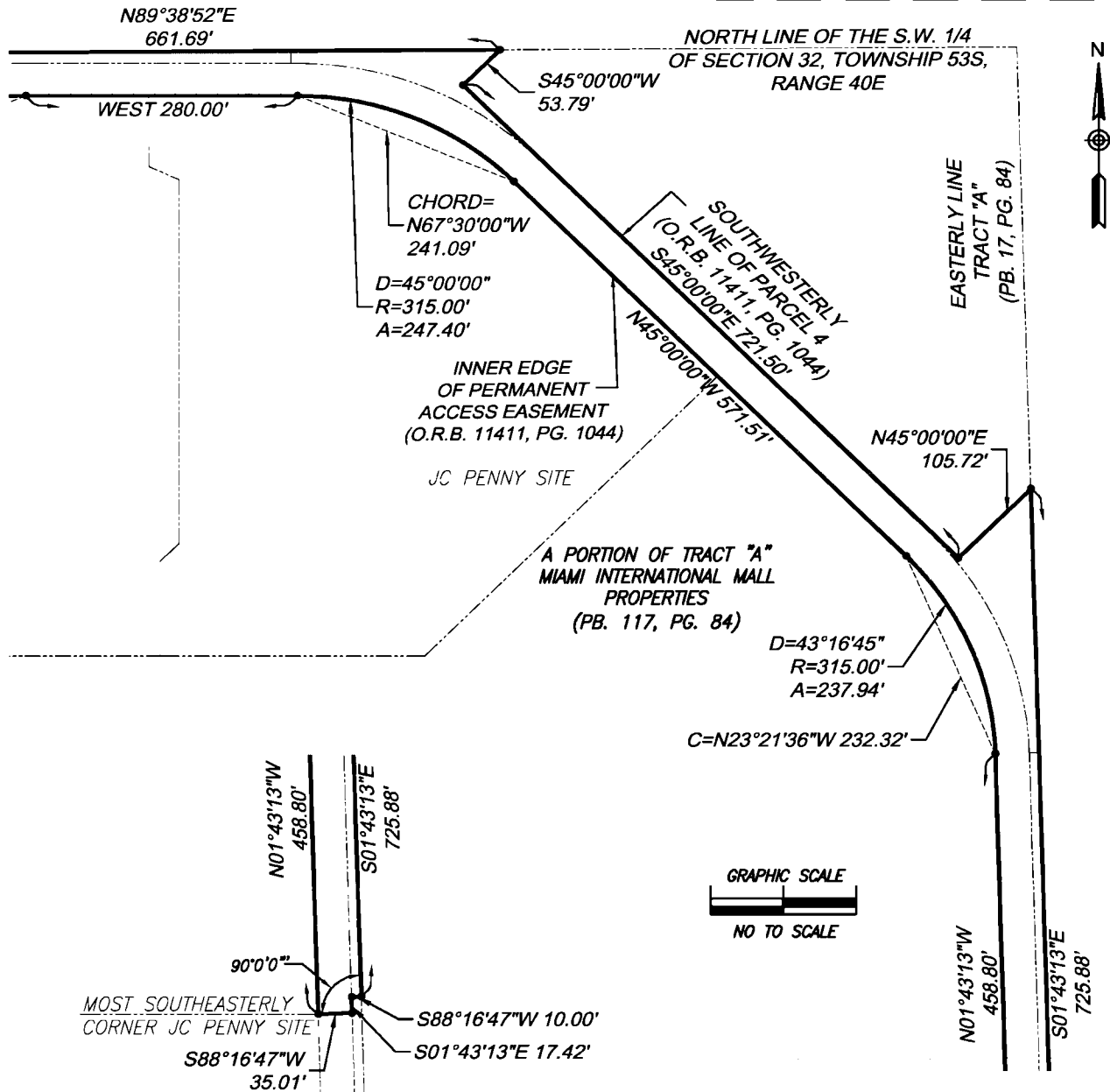
Digitally signed by Jose Hernandez
DN: c=US, st=Florida, l=Doral,
serialNumber=AATL20260652055,
o=J. HERNANDEZ AND ASSOCIATES, INC.,
cn=jose hernandez,
email=JHERNANDEZ@JHASURVEYS.COM
Date: 2026.05.20 14:29:27 -0400
Adobe Acrobat version: 2026.001.21563

DRAWN BY: C.A.F. CHECKED BY: J.G.H. JOB NUM.: 156059
DATE: 05/19/26 SHEET 1 OF 4 SHEETS F.B. N/A PG. N/A



J. Hernandez & Associates Inc LAND SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION No. LB8092 3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172 (P) 305-526-0606 (E) info@jhasurveys.com			SURVEYOR'S CERTIFICATE	
DRAWN BY: C.A.F. DATE: 05/19/26			PREPARED UNDER MY SUPERVISION AND DIRECTION BY: JOSE G. HERNANDEZ, PRESIDENT PROFESSIONAL LAND SURVEYOR No. 2332 STATE OF FLORIDA.	
CHECKED BY: J.G.H. SHEET 2 OF 4 SHEETS			JOSE G. HERNANDEZ No. 2332 STATE OF FLORIDA Date: 2026.05.20 14:29:10 -0400 Digital Signature	
JOB NUM.: 156059 F.B. N/A PG. N/A			by jose hernandez DN: c=US, st=Florida, l=Doral, serialNumber=AATL20260406442853, o=J. HERNANDEZ AND ASSOCIATES, INC., cn=jose hernandez, email=JHERNANDEZ@JHASURVEYS.C OM Date: 2026.05.20 14:29:10 -0400 Digital Signature	

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION No. LB8092
3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172
(P) 305-526-0606 (E) info@jhasurveys.com

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY: JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 6522 STATE OF FLORIDA.



Digitally signed by Jose Hernandez
DN: cn=Jose Hernandez, o=J. Hernandez & Associates, Inc.,
email=jose.hernandez@jhasurveys.com,
Date: 2026.05.20 14:28:23 -0400
Adobe Acrobat version: 2025.001.21563

DRAWN BY: C.A.F. CHECKED BY: J.G.H. JOB NUM.: 156059
DATE: 05/19/26 SHEET 3 OF 4 SHEETS F.B. N/A PG. N/A

LEGAL DESCRIPTION
TO ACCOMPANY SKETCH

A PORTION OF TRACT "A", MIAMI INTERNATIONAL MALL PROPERTIES ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 117, PAGE 84, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A PIPE IN CONCRETE MARKING THE SOUTHWEST CORNER OF SAID SECTION 32, THENCE N 1° 43' 13" W, ALONG THE WEST LINE OF SAID SECTION 32, A DISTANCE OF 2644.15 FEET TO A POINT; THENCE N 89° 38' 52" E, A DISTANCE OF 1055.97 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE, N 89° 38' 52" E, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 32, A DISTANCE OF 661.69 FEET TO A POINT; THENCE S 45° 00' 00" W A DISTANCE OF 53.79 FEET TO A POINT; THENCE S 45° 00' 00" E, ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID PARCEL IV, A DISTANCE OF 721.50 FEET TO A POINT; THENCE N 45° 00' 00" E A DISTANCE OF 105.72 FEET TO A POINT; THENCE S 01° 43' 13" E, ALONG THE EAST LINE OF SAID TRACT "A", A DISTANCE OF 725.88 FEET TO A POINT; THENCE S 88° 16' 47" W, AT RIGHT ANGLES TO LAST DESCRIBED COURSE, A DISTANCE OF 10.00 FEET TO A POINT; THENCE S 01° 43' 13" E A DISTANCE OF 17.42 FEET TO A POINT; THENCE S 88° 16' 47" W, AT RIGHT ANGLES TO LAST DESCRIBED COURSE, A DISTANCE OF 35.01 FEET TO A POINT; THENCE N 01° 43' 13" W, A DISTANCE OF 458.80 FEET TO A POINT; THENCE 237.94 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 315.00 FEET AND A CHORD OF 232.32 FEET, BEARING N 23° 21' 36" W TO A POINT; THENCE N 45° 00' 00" W, A DISTANCE OF 571.51 FEET TO A POINT; THENCE 247.40 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 315.00 FEET AND A CHORD OF 241.09 FEET, BEARING N 67° 30' 00" W TO A POINT; THENCE DUE WEST, A DISTANCE OF 280.00 FEET TO A POINT; THENCE 267.04 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET AND A CHORD OF 260.23 FEET, BEARING S 67° 30' 00" W TO A POINT; THENCE S 38° 11' 22" W, A DISTANCE OF 75.89 FEET TO A POINT; THENCE S 45° 00' 00" W, A DISTANCE OF 313.12 FEET TO A POINT (THE LAST 8 COURSES BEING COINCIDENT WITH THE INNER EDGE OF PERMANENT ACCESS EASEMENT AS RECORDED IN OFFICIAL RECORD BOOK 11411, AT PAGE 1044, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE N 45° 00' 00" W, AT RIGHT ANGLES TO LAST DESCRIBED COURSE, A DISTANCE OF 64.00 FEET TO A POINT; THENCE, N 45° 00' 00" E, A DISTANCE OF 538.58 FEET TO THE POINT OF BEGINNING (LAST MENTIONED COURSE BEING ALONG THE SOUTHEASTERLY BOUNDARY LINE OF PARCEL VI-E AND ITS SOUTHWESTERLY EXTENSION, AS DESCRIBED IN OFFICIAL RECORD BOOK 11638, AT PAGE 1229 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA).

SAID PARCEL CONTAINING 130,697 SQUARE FEET (3.000 ACRES) MORE OR LESS.
LYING AND BEING IN SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

LEGEND

- DENOTES PROPERTY LINE
- P.B.

DENOTES PLAT BOOK
- PG.

DENOTES PAGE
- O.R.B.

DENOTES OFFICIAL RECORD BOOK
- C

DENOTES CHORD
- D

DENOTES CENTRAL ANGLE
- R

DENOTES RADIUS
- A

DENOTES ARC LENGHT
- P.O.B.

DENOTES POINT OF BEGINNING

JH

LAND SURVEYORS

J. Hernandez & Associates Inc

LAND SURVEYORS AND MAPPERS

CERTIFICATE OF AUTHORIZATION No. LB8092

3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172

(P) 305-526-0606 (E) info@jhasurveys.com

DRAWN BY: C.A.F.

CHECKED BY: J.G.H.

JOB NUM.: 156059

DATE: 05/19/26

SHEET 4 OF 4 SHEETS

F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTED BY:

BY: JOSE G. HERNANDEZ, PRESIDENT

PROFESSIONAL LAND SURVEYOR No. 6582 STATE OF FLORIDA

NO. 8962

STATE OF FLORIDA

Created by Jose Hernandez

DR: C:\US, S-Florida, I-Doral,

serialNumber=JATI20260606442053,

on=J-HERNANDEZ AND ASSOCIATES,

INC, cn=Jose Hernandez,

email=JHERNANDEZ@JHASURVEYS.C

OM

Date: 2026.05.20 14:28:05 -04'00'

Adobe Acrobat version:

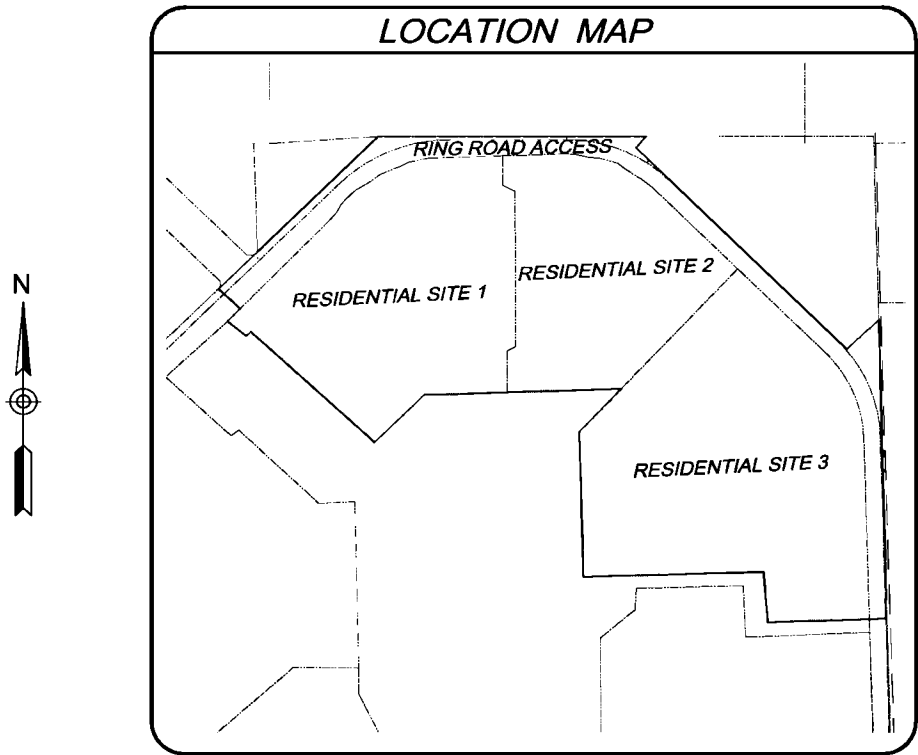
Doc ID: 156059

EXHIBIT "G"

(SKETCH AND LEGAL DESCRIPTION OF THE PROPERTY)

EXHIBIT "A"
THE PROPERTY
LOCATION MAP

SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST



A PORTION OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST,
CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA
SCALE 1"=400'

NOTES:

1. PREPARED FOR: GREYSTAR DEVELOPMENT EAST, LLC.
2. PROPERTY ADDRESS: 1625 NW 107th AVE, CITY OF DORAL, MIAMI-DADE, FLORIDA.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THIS EASEMENT STRIP FORMS A CLOSED GEOMETRIC FIGURE
5. THE ELECTRONIC SEAL AND SIGNATURE APPEARING ON THIS SURVEY WAS AUTHORIZED BY JOSE G. HERNANDEZ, PROFESSIONAL LAND SURVEYOR NO. 6952 OF THE STATE OF FLORIDA ON MARCH 6, 2026.
6. I HEREBY CERTIFY THAT THIS "SKETCH AND LEGAL DESCRIPTION" OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS RECENTLY DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SKETCH AND LEGAL DESCRIPTION COMPLIES WITH STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.



J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS

CERTIFICATE OF AUTHORIZATION No. LB8092

LAND SURVEYORS 3300 NW 112th AVE. SUITE 10, DORAL, FL 33172

(P) 305-526-0606 (E) info@jhasurveys.com

DRAWN BY: C.A.F.
DATE: 03/02/26

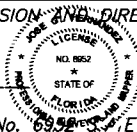
CHECKED BY: J.G.H.
SHEET 1 OF 3 SHEETS

JOB NUM.: 155857
F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION

BY: JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 6952



Digitally signed by jose hernandez
DN: c=US, st=Florida, l=Doral,
serialNumber=AATL20240304339201,
o=J. HERNANDEZ AND ASSOCIATES,
INC., cn=jose hernandez,
email=JHERNANDEZ@JHASURVEYS.COM
Date: 2026.03.06 16:02:45 -05'00'
Adopted Accrual version:
2025.003.1004

EXHIBIT "A"
LEGAL DESCRIPTION TO ACCOMPANY SKETCH
THE PROPERTY

A PART OF TRACT A, MIAMI INTERNATIONAL MALL PROPERTIES, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 117, PAGE 84, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PIPE IN CONCRETE MARKING THE SOUTHWEST CORNER OF SAID SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE, NORTH 89° 20' 55" EAST, ALONG THE SOUTH LINE OF SECTION 32, FOR A DISTANCE OF 2250.00 FEET TO A POINT; THENCE, NORTH 01° 43' 13" WEST FOR A DISTANCE OF 1149.03 FEET TO A POINT; THENCE, SOUTH 88° 16' 47" WEST FOR A DISTANCE OF 45.00 FEET TO A POINT; THENCE, NORTH 01° 43' 13" WEST FOR A DISTANCE OF 263.14 FEET TO A POINT, SAID POINT BEING THE PRINCIPAL POINT AND PLACE OF BEGINNING OF THE FOLLOWING DESCRIPTION; THENCE, DUE WEST FOR A DISTANCE OF 244.73 FEET TO A POINT; THENCE, DUE NORTH FOR A DISTANCE OF 102.00 FEET TO A POINT; THENCE, DUE WEST FOR A DISTANCE OF 432.00 FEET TO A POINT; THENCE, DUE NORTH FOR A DISTANCE OF 386.97 FEET TO A POINT; THENCE, NORTH 45° 00' 00" EAST FOR A DISTANCE OF 100.46 FEET TO A POINT; THENCE, DUE WEST FOR A DISTANCE OF 472.87 FEET TO A POINT; THENCE, SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 171.25 TO A POINT; THENCE NORTH 45° 00' 00" WEST FOR A DISTANCE OF 413.50 FEET TO A POINT; THENCE; SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 16.00 FEET TO A POINT; THENCE, NORTH 45° 00' 00" WEST FOR A DISTANCE OF 60.63 FEET TO A POINT IN THE INNER EDGE OF PERMANENT ACCESS EASEMENT, AS DESCRIBED IN OFFICIAL RECORD BOOK 11411 AT PAGE 1044 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA; THENCE, NORTH 45° 00' 00" EAST, ALONG THE SAID INNER EDGE OF PERMANENT ACCESS EASEMENT, FOR A DISTANCE OF 29.00 FEET; THENCE, NORTH 45° 00' 00" WEST, AT RIGHT ANGLES TO LAST DESCRIBED COURSE, FOR A DISTANCE OF 64.00 FEET TO A POINT; THENCE, NORTH 45° 00' 00" EAST FOR A DISTANCE OF 538.58 FEET TO A POINT (LAST MENTIONED COURSE BEING ALONG THE SOUTHEASTERLY BOUNDARY LINE OF PARCEL VI-E AND ITS SOUTHWESTERLY EXTENSION, AS DESCRIBED IN OFFICIAL RECORD BOOK 11638, AT PAGE 1229 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA); THENCE, NORTH 89° 38' 52" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST, FOR A DISTANCE OF 661.69 FEET TO A POINT; THENCE, SOUTH 45° 00' 00" WEST FOR A DISTANCE OF 53.79 FEET; THENCE, SOUTH 45° 00' 00" EAST FOR DISTANCE OF 721.50 FEET TO A POINT; THENCE, NORTH 45° 00' 00" EAST FOR A DISTANCE OF 105.72 FEET TO A POINT; THENCE, SOUTH 01° 43' 13" EAST FOR A DISTANCE OF 725.88 FEET TO A POINT; THENCE, SOUTH 88° 16' 47" WEST, AT RIGHT ANGLES TO LAST DESCRIBED COURSE, FOR A DISTANCE OF 10.00 FEET TO A POINT; THENCE, SOUTH 01° 43' 13" EAST, AT RIGHT ANGLES TO LAST DESCRIBED COURSE, FOR A DISTANCE OF 17.42 FEET TO A POINT; THENCE, SOUTH 88° 16' 47" WEST, AT RIGHT ANGLES TO LAST DESCRIBED COURSE, FOR A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1,115,703 SQ.FT (25.612 ACRES) MORE OR LESS.

LYING AND BEING IN SECTION 32, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

LEGEND

————— DENOTES PROPERTY LINE
P.B. DENOTES PLAT BOOK
PG. DENOTES PAGE
O.R.B. DENOTES OFFICIAL RECORD BOOK
P.O.B. DENOTES POINT OF BEGINNING

J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION No. LB8092
3300 NW 112TH AVE. SUITE #10, MIAMI, FL 33172
(P) 305-526-0606 (E) info@jhasurveys.com

DRAWN BY: C.A.F. CHECKED BY: J.G.H. JOB NUM.: 155857
DATE: 03/02/26 SHEET 3 OF 3 SHEETS F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION
BY: JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 8862 STATE OF FLORIDA
Date: 2026.03.06 16:02:12 -0500
J. Hernandez & Associates, Inc.
c:\us, st=Florida, l=Doral,
serialNumber=AATL202403041339201
on=JHERNANDEZ AND ASSOCIATES,
INC., on=jose hernandez,
email=jherandez@jhasurveys.c
OM
J. Hernandez & Associates, Inc.
c:\us, st=Florida, l=Doral,
serialNumber=AATL202403041339201
on=JHERNANDEZ AND ASSOCIATES,
INC., on=jose hernandez,
email=jherandez@jhasurveys.c
OM

EXHIBIT "H"

**(DECLARATION OF RESTRICTIVE COVENANTS, RECORDED IN OFFICIAL
RECORDS BOOK 11212, PAGES 1613 OF THE PUBLIC RECORDS OF MIAMI DADE
COUNTY)**

SEP 14 PM 1:24

S1R2-10668

OFF REC 11212-1613

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH THIS LAND, made and entered into this 15 day of May, 1981, by WEST DADE COUNTY ASSOCIATES, a Florida general partnership ("Associates").

WITNESSETH:

WHEREAS, Associates is the present owner of the record fee simple title to the property described on Exhibit "A" attached hereto and made a part hereof and known as the MIAMI INTERNATIONAL MALL Subdivision according to the Plat thereof to be recorded in the Public Records of Dade County, Florida, and presently assigned tentative plat process number T.P. 12799-JR.A. which property is hereinafter referred to as the "Property"; and

WHEREAS, Associates through its general partners, DeBartolo-Miami Associates and Roland International Corporation, filed an application with Dade County (hereinafter referred to as the "County") for site plan approval of the MIAMI INTERNATIONAL MALL, covering the Property, which application was granted by the adoption of Resolution No. 4-ZAB-355-80; and

WHEREAS, Associates has prepared a special site plan Exhibit, labelled SP-1A, and dated May 19, 1981 which conforms to the approved Site Plan and which is attached hereto and made a part hereof as Exhibit "B"; and

WHEREAS, said Exhibit "B" divides the Property as follows:

1. The Mall Tract (hereinafter the "Mall Tract") shown as Tract I and consisting of 8 "Lots" which will comprise the Miami International Mall, when completed; and
2. The Outparcel Tracts (hereinafter the "Outparcel Tracts") shown as Tracts II, III, IV, V, VI, VII and Tract VIII (the Dade County Library Site); and

WHEREAS, the County and Associates wish to bind the Mall Tract to a Covenant as a Functionally Integrated Shopping Center as more fully described below; and

WHEREAS, the County and Associates do not wish to so bind the Outparcel Tracts but only to guarantee future access, ingress and egress to the Outparcel Tracts from public streets and rights-of-way as shown on Exhibit "B"; and

DECLARED BY:

WITNESSED BY:

37/108

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REC 11212-1614

WHEREAS, Associates intends that their agreement to operate the Mall Tract as a Functionally Integrated Shopping Center be made a Declaration of Restrictive Covenant (hereinafter "Covenant") running with the land.

NOW, THEREFORE, in consideration of the premises and in order to obtain final plat approval of the aforesaid Application by Metropolitan Dade County, Associates hereby covenants and agrees as follows:

A. The Mall Tract shall be operated as a Functionally Integrated Shopping Center and shall be constructed and developed substantially in accordance with that certain site plan approved by the Dade County Zoning Appeals Board by Resolution No. 4-2AB-355-80 and in accordance with the flexibility factors set out therein and as subsequently approved, by the Building and Zoning Director, as Proposed Plan (PP-1) and Site Plan (SP-1) both dated December 16, 1980, on file with the Building and Zoning Department.

1. It is contemplated that certain lots within the Mall Tract may, from time to time, be conveyed in fee simple to other owners such as, by way of example, but not by way of limitation, major department stores. Each such other owner and all persons claiming any interest in the Mall Tract, or any portion thereof, by, through or under each such other owner, shall be bound by the terms, provisions and conditions of this Declaration of Restrictive Covenants and each such other owner and all persons claiming by, through or under them, shall take and hold their interest in the Mall Tract subject to the terms, provisions and conditions hereof.

Notwithstanding the foregoing, Associates covenants and agrees that it will not convey portions of the Mall Tract to such other owners (although nothing herein contained shall ever be construed as limiting the right of Associates to sell, convey or encumber the entire Mall Tract) unless and until Associates and such other owner (or owners) shall have executed and mutually delivered, in recordable form, an instrument to be known as an "Easement and Operating Agreement" which shall contain, among other things: (1) easements in the common area of each Lot for ingress to and

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gress from the other Lots; (ii) easements in the common area of each Lot for the passage and parking of vehicles; (iii) easements in the common area of each Lot for the passage and accommodation of pedestrians; (iv) easements for access roads across the common area of each Lot 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 Lot; (vi) easements on each such Lot for construction of buildings and improvements in favor of each such other Lot; (vii) easements upon each such Lot in favor of each adjoining Lot for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations; (viii) appropriate reservation of rights to grant easements to utility companies; (ix) appropriate reservation of rights to dedicate road right-of-ways and curb cuts; (x) easements in favor of each such Lot for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and (xi) appropriate agreements between the owners of the several Lots as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like. In addition, such Easement and Operating Agreement shall contain such other provisions with respect to the operation, maintenance and development of the Functionally Integrated Shopping Center as to which the parties thereto may agree, all to the end that although the Mall Tract may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved Site Plan. All persons, firms or corporations thereafter acquiring any fee simple ownership in the Mall Tract shall be required to join in and become a party to the Easement and Operating Agreement.

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2. Associates hereby reserves to itself, its successors and assigns, the right to grant easements to utility companies to service the Mall Tract and the Outparcel Tracts as they may be required, from time to time, and reserves the right to dedicate appropriate road rights-of-way and curb cuts as may be appropriate for the development of the Mall Tract as a Functionally Integrated Shopping Center in conjunction with future Outparcel Tracts development.
3. The term "common areas and common facilities" is hereby defined to mean all areas within the Mall Tract designed for non-exclusive use, including parking areas, roadways, walkways, open and enclosed malls, landscaped areas and facilities provided by Associates (or other owners) of the Mall Tract, or any part thereof for the convenience of lessees, occupants, customers, employees, licensees and business invitees of the owners of the Mall Tract, but shall not include exterior and interior areas restricted for the use of owners or tenants of the individual buildings, such as exterior loading and delivery areas.
4. No change of ownership of any portions of the Mall Tract shall interfere with or otherwise prevent access to and use of public utilities and storm and sanitary sewers at any time constructed on any portions of Mall Tract, including the right to construct or reconstruct and maintain any such public utilities and sewers. No rights contained in this covenant shall permit the construction of any utility facilities above ground, or in such a manner as shall, except for temporary periods, interfere with the use of any improvements constructed on the Mall Tract. The term "Public Utilities" shall include, without limitation, water and gas pipes and systems, drainage lines and systems, sanitary and storm sewers, underground electrical power conduits, lines and wires, underground telephone conduits, lines and wires and other public utilities below the ground level of the Mall Tract Property.

OFF 11212-1617

5. Each owner of a lot within the Mall Tract Property shall maintain the landscaping, lighting, common areas and common facilities on its lot to insure that the functionally integrated Shopping Center concept is not impaired.

B. For the purposes hereof, the Outparcel Tracts shall be governed by the following:

1. Associates covenants and agrees that it will not convey the Outparcel Tracts, or any portion thereof, without simultaneously providing the new owner(s) with access to public streets and right-of-ways, including if necessary, the granting of appropriate nonexclusive easements for access, ingress and egress over and across the Perimeter Roadways which surround the Mall Tract and which are shown cross-hatched on Exhibit "B", for the benefit of the new owner(s) of such Outparcel Tracts and its tenants, licensees, customers, business invitees, agents and employees.
2. The Outparcel Tracts shall not be benefited or burdened in any way other than as set forth specifically in this paragraph B.

C. Nothing contained in this Covenant Running With the Land shall confer any rights on any owners or their tenants, licensees, customers, business invitees, agents and employees of the Mall Tract Property, which rights are not otherwise granted by Deed, Operating Agreement or Lease.

D. The provisions of this Covenant shall be effective for a period of thirty (30) years from and after the date of recordation after which time they shall be extended, automatically, for successive periods of ten (10) years unless released in writing by a majority of the then owners of the mall tract (which shall mean those persons owning a majority of the property within the Mall Tract) and by Dade County Florida. Said Covenant may be released, modified or amended by the then Director of the Dade County Building and Zoning Department or his successor upon approval by the Metropolitan Dade County Commission or Zoning Appeals Board, whichever has jurisdiction, in accordance with the ordinances of Dade County then in existence; provided this Covenant must be executed and submitted by a majority of the then fee simple

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owners of the Mall Tract. In the event that a majority of the then fee simple owners of the Mall Tract shall apply for the modification, amendment or release of this Covenant, the consents required of all Dade County Agencies and Boards for the modification, amendment or release of this Covenant shall not be unreasonably withheld.

E. This Agreement shall be and constitute a Covenant Running With the Land as to the Property in the specific manner and mode set forth above and shall be binding upon Associates and its respective successors and assigns and shall inure to the benefit of and be enforceable by Metropolitan Dade County and its successors.

F. Enforcement of this restriction may be filed in a Court of competent jurisdiction with costs and a reasonable attorney's fees granted to the prevailing party.

In the presence of:

WEST DADE COUNTY ASSOCIATES, a
Florida General Partnership
BY: DeBARTOLO-MIAMI ASSOCIATES
General Partner

By: Edward J. DeBartolo
Edward J. DeBartolo,
Partner

By: Marie Denise DeBartolo
Marie Denise DeBartolo
Partner

STATE OF OHIO)
COUNTY OF MAHONING) SS

I HEREBY CERTIFY that on this 13th day of August, 1981, before me personally appeared EDWARD J. DeBARTOLO and MARIE DENISE DeBARTOLO, to me known to be the persons described in and who executed the foregoing Covenant Running With the Land and they acknowledged before me that they executed same.



JAMES E. MCGILGORY, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires on the 14th day of September, 1982

My Commission expires

In the presence of:

OFF. 11212-1619

ROLAND INTERNATIONAL
CORPORATION
General Partner

By: [Signature]
Vice President

By: [Signature]
Secretary

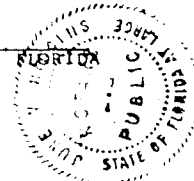
STATE OF FLORIDA)
)SS
COUNTY OF DADE)

I hereby certify that on this 11 day of April, 1981, before me personally appeared [Signature], Vice President and Secretary, respectively, of ROLAND INTERNATIONAL CORPORATION, a Delaware corporation, to me known to be the persons who signed the foregoing Covenant Running With the Land as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the purposes therein stated and that they affixed thereto the official seal of said corporation and that said instrument is the act and deed of said corporation.

NOTARY PUBLIC STATE OF FLORIDA
AT LARGE

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 11, 1984
GIVEN THIS GENERAL AND UNDERWRITTEN



OF 11212-1620

CONSENT AND SUBORDINATION

The undersigned, MELLON BANK, N. A., a National Banking Association, Mortgagee under that certain mortgage from WEST DADE COUNTY ASSOCIATES, dated the 27th day of January, 1981, and recorded in Official Records Book 11001, at Page 1488, of the Public Records of Dade County, Florida, in the original amount of \$38,000,000, covering all or a portion of the property described in the foregoing Agreement, does hereby consent to the terms of said Agreement and does hereby subordinate its mortgage to the terms of said Agreement.

IN WITNESS WHEREOF, these presents have been executed this 30th day of July, 1981.

Signed, sealed and delivered
in the presence of:

James M. Gaskin
Robert L. Bissel

By: John T. Henderson
John T. Henderson, Vice President
Attest: Robert L. Bissel
Robert L. Bissel, Asst. Real Estate Officer

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS.

The foregoing Consent and Subordination was acknowledged before me this 30th day of July, 1981, by John T. Henderson and Robert L. Bissel, as Vice President and Assistant Real Estate Officer respectively, of MELLON BANK, N. A., the Corporation in whose name the foregoing instrument was acknowledged for the purposes therein expressed.

My Commission Expires:
July 31, 1982

James M. Gaskin
NOTARY PUBLIC

11/17/80

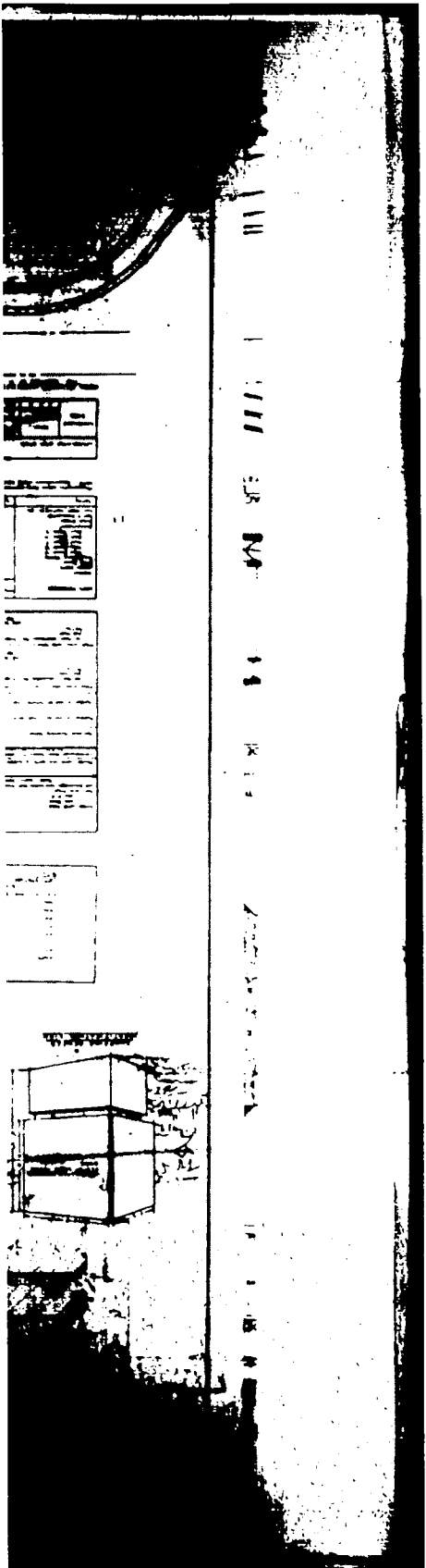
OFF
REC. 11212-1621MIAMI INTERNATIONAL MALL

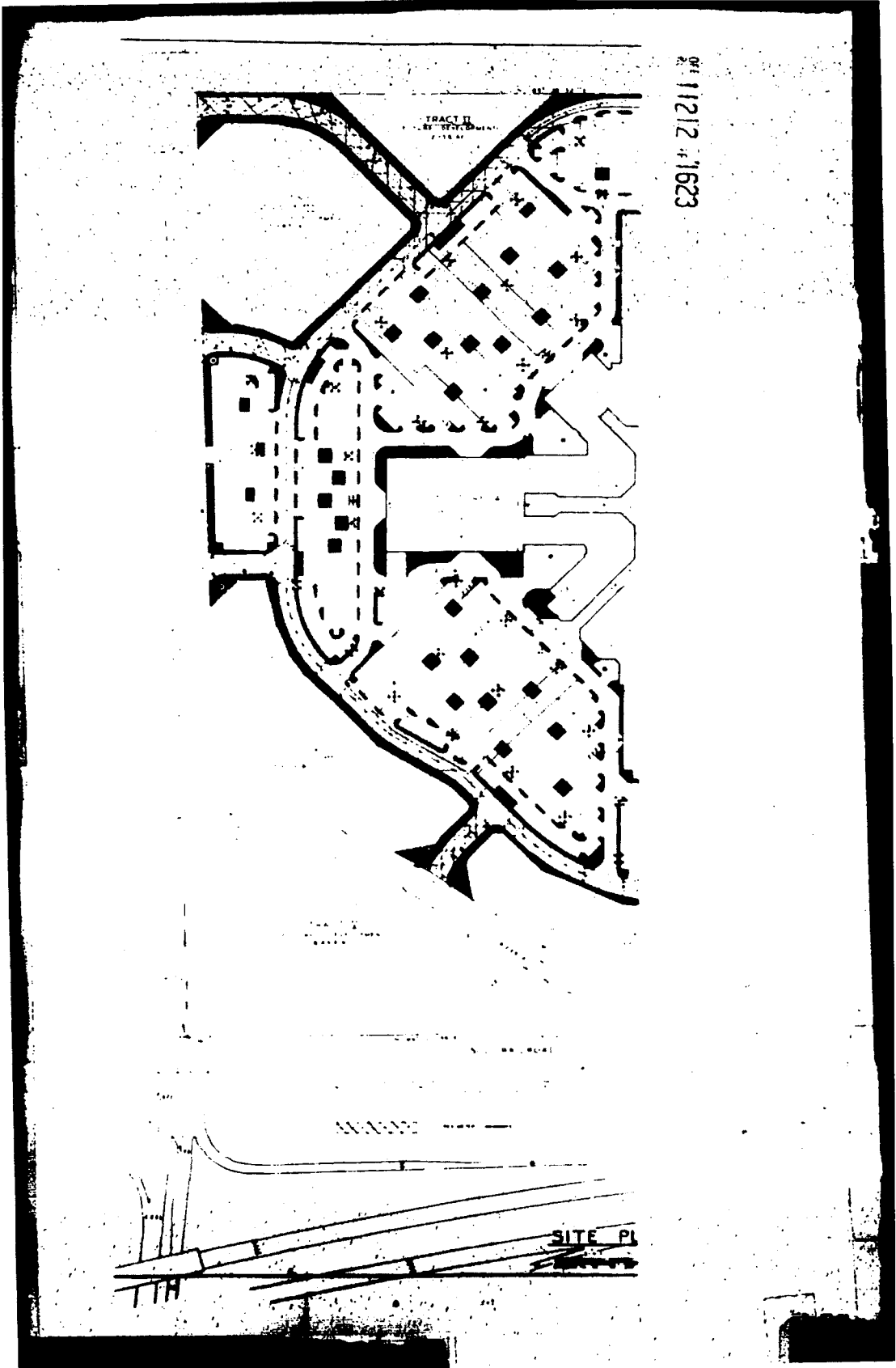
138.751 Acres

That portion of the Southwest one-quarter of Section 32, Township 53 South, Range 40 East, more particularly described as follows:

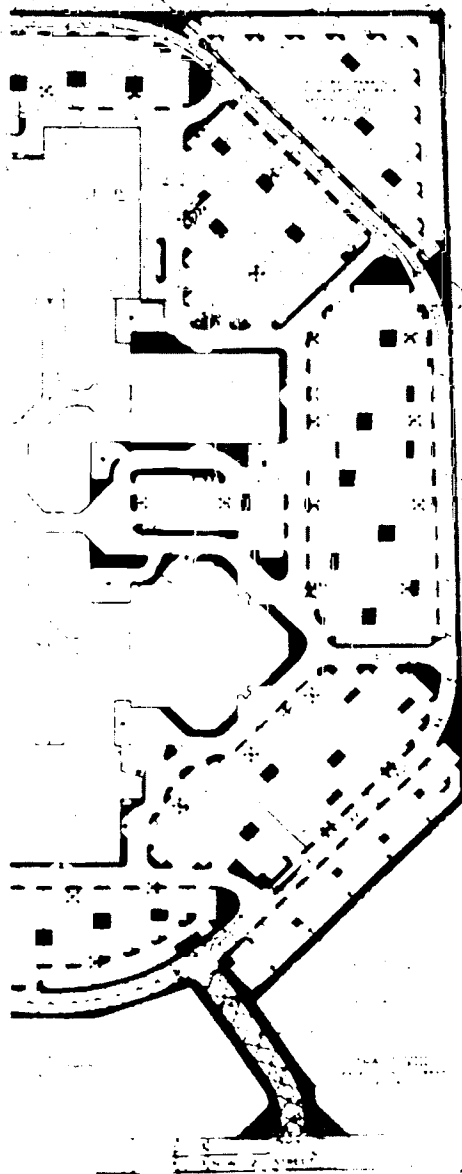
Begin at the Southwest corner of said Section 32, Township 53 South, Range 40 East; thence run N 1° 43' 13" W, along the West line of said Section 32, a distance of 2644.15 feet; thence N 89° 38' 52" E, a distance of 2259.25 feet; thence S 1° 43' 13" E, a distance of 2232.12 feet; thence N 89° 20' 56" E, a distance of 272.00 feet; thence S 1° 43' 13" E, a distance of 400.29 feet; thence S 89° 20' 56" W, along the South line of said Section 32, a distance of 2522.00 feet to the point of beginning and containing 138.751 acres more or less, but subject to all legal highways and easements of record.

EXHIBIT "A"





0111212 41623



11212-1624

[illegible]

MIAMI INTERNATIONAL MALL
1017th AVE. & EAST-WEST EXPRESSWAY (R.R. 836)
MIAMI, FLORIDA
SP-1A

RICHARD P. KRIVKER,
CLERK COURT HOUSE

Folio No.: 35-3032-008-0050, 35-3032-008-0140 and 35-3032-008-0010

JOINDER BY MORTGAGEE

The undersigned INTERNATIONAL FINANCE BANK, a Florida banking corporation, as Mortgagee under (i) that certain Mortgage, Assignment of Rents and Security Agreement dated July 25, 2019, recorded July 31, 2019, in Official Records Book 31549, Page 1782, of the Public Records of Miami-Dade County, Florida, as amended by that certain Modification of Mortgage dated July 15, 2022, recorded July 27, 2022, in Official Records Book 33307, Page 4160, and as further amended; and (ii) that certain Second Mortgage, Assignment of Rents and Security Agreement dated September 30, 2024, recorded October 9, 2024, in Official Records Book 34442, Page 4292, of such Public Records (collectively, the "Mortgages"), covering all/or a portion of the property described in the foregoing Modification of Declaration of Restrictive Covenants (the "Instrument"), does hereby acknowledge that the terms of the Instrument are and shall be binding upon the undersigned and its successors in title and interest.

IN WITNESS WHEREOF, these presents have been executed this 5th day of August, 2026.

INTERNATIONAL FINANCE BANK, a
Florida banking corporation

By: [Signature]
Name: Andrew Weiser
Title: VP Relationship Manager

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, this day appeared Andrew Weiser, by means of ☒ physical presence or ☐ online notarization, known by me to be the VP RM of INTERNATIONAL FINANCE BANK, a Florida banking corporation, and he/she acknowledged to and before me that he/she executed the said instrument, acting in his/her said official capacity, for and as to the act and deed of said corporation and in its name, for the uses and purposes therein mentioned, and after being duly authorized and directed. He/She is ☒ personally known to me, or ☐ produced _____, as identification.

WITNESS my hand and official Seal in the County and State aforesaid, on this, the 5th day of August, 2026.

[Signature]
Notary Public State of Florida
Print Name: Haychel Leon
Commission No.: _____



Folio No.: 35-3032-008-0050

JOINDER BY MORTGAGEE

The undersigned NWL 2016 Evergreen LP, a Delaware limited partnership ("Mortgagee"), as the current holder of that certain Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement (the "Mortgage") executed by EWE Retail II Ltd., a Florida limited partnership, in favor of New Wave Loans Residential, LLC, a Delaware limited liability company, dated this 21st day of October, 2024, and recorded October 29, 2024, in Official Records Book 34466, Page 4728, of the Public Records of Miami-Dade County, Florida, as ultimately assigned to Mortgagee pursuant to that certain Assignment of Mortgage effective as of August 5, 2026, and recorded August 7, 2026, in Official Records Book 35435, Page 788, of the Public Records of Miami-Dade County, Florida (CFN No. 262620542412), covering all or a portion of the property described in the Modification of Declaration of Restrictive Covenants recorded in Official Records Book 11212, Page 1613-1624 of the Public Records of Miami-Dade County, Florida ("Declaration"), does hereby acknowledge that the terms of the Declaration are and shall be binding upon the undersigned and its successors in title and interest.

IN WITNESS WHEREOF, these presents have been executed this 10 day of August, 2026.

NWL 2016 Evergreen LP, a Delaware limited partnership

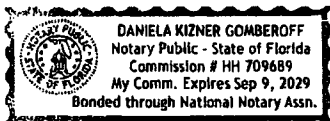
By: [Signature]
Name: Joel Eidelstein
Title: Authorized Signor

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, this day appeared Joel Eidelstein, by means of [X] physical presence or [] online notarization, known by me to be the Authorized Signor of NWL 2016 Evergreen LP, a Delaware limited partnership, and he acknowledged to and before me that he executed the said instrument, acting in his said official capacity, for and as to the act and deed of said limited partnership and in its name, for the uses and purposes therein mentioned, and after being duly authorized and directed. He is [X] personally known to me, or [] produced _____, as identification.

WITNESS my hand and official Seal in the County and State aforesaid, on this, the 10 day of August 2026.



[Signature]
Notary Public State of Florida
Print Name: Daniela Kizner Gomberoff
Commission No.: HH709689
My Commission Expires: 09/09/2029