

ORDINANCE No. 2026-15

AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A DEVELOPMENT AGREEMENT WITH EWE RETAIL II LTD., JCP INTERNATIONAL I LLC, AND WEST DADE COUNTY ASSOCIATES, FOR A CONCEPTUAL MASTER SITE PLAN FOR A RESIDENTIAL DEVELOPMENT PROJECT WITHIN MIAMI INTERNATIONAL MALL CONSOLIDATED DEVELOPMENT OF REGIONAL IMPACT (DRI) LIMITED TO CERTAIN PARCELS TOTALING APPROXIMATELY 25.612 ACRES, FOR THE PROPERTY GENERALLY LOCATED AT 1625 NW 107 AVE AND 1603 NW 107 AVE, IN THE MALL MIXED USE ZONING DISTRICT (“MMU”); PROVIDING FOR INCORPORATION OF RECITALS: AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, EWE Retail II Ltd., JCP International I LLC, and West Dade County Associates (collectively, the “Applicant”) submitted an application seeking approval of a Development Agreement and associated conceptual master site plan for a mixed-use development project within the Miami International Mall area; and

WHEREAS, the subject properties are generally located at 1625 NW 107 Avenue and 1603 NW 107 Avenue, Doral, Florida, comprising approximately ±25.612 acres, and identified by Folio Numbers 35-3032-008-0050; 35-3032-008-0140; and a portion of 35-3032-008-0010 (the “Property”); and

WHEREAS, the Property is owned by EWE Retail II LTD., JCP International I LLC, and West Dade County Associates (collectively, the “Property Owners”); and

WHEREAS, the Applicant seeks approval of a conceptual master site plan and Development Agreement to permit development of a mixed-use project, including residential uses, within the Mall Mixed Use (MMU) zoning district; and

WHEREAS, the Applicant concurrently submitted applications requesting modifications to the applicable DRI Development Order, together with associated

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Comprehensive Plan and zoning amendments, as necessary to support the proposed mixed-use development; and

WHEREAS, the Development Agreement establishes development parameters, obligations, permitted uses, and other terms governing the future development of the Property; and

WHEREAS, pursuant to applicable provisions of the City of Doral Land Development Code, Chapter 163, Florida Statutes, and other applicable laws, the proposed Development Agreement and conceptual master site plan were reviewed by City staff; and

WHEREAS, on June 10, 2026, the Local Planning Agency conducted a duly noticed public hearing and provided recommendations regarding the proposed Development Agreement; and

WHEREAS, on June 10, 2026, the Mayor and City Council conducted duly noticed public hearing, considered staff reports, public testimony, and evidence submitted by the Applicant and interested parties, and determined that approval of the Development Agreement is consistent with the City's Comprehensive Plan, Land Development Code, and the public health, safety, and welfare; and

WHEREAS, the Mayor and City Council find that approval of the Development Agreement and conceptual master site plan is in the best interests of the City and furthers redevelopment objectives within the Miami International Mall area.

WHEREAS, in conformity with the City's Code of Ordinances the Applicant has submitted the enclosed master development agreement attached hereto as Exhibit "B."

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NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AS FOLLOWS:

Section 1. Recitals. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

Section 2. Adoption. The Mayor and City Council hereby approve the Development Agreement between the City of Doral and EWE Retail II LTD., JCP International I LLC, and West Dade County Associates, substantially in the form attached hereto as Exhibit “A”, relating to the development of a mixed-use project within the Miami International Mall area on approximately ±25.612 acres generally located at 1625 NW 107 Avenue and 1603 NW 107 Avenue, in substantially the same form as attached hereto as Exhibit “B”.

Section 3. Effectiveness of Development Agreement. The Development Agreement shall only become effective upon mutual execution by the City, Developer, and West Dade, and proper recordation of the Development Agreement in the public records of Miami-Dade County, pursuant to Section 163.3239, Florida Statutes, provided that Ordinance Nos. 2026-09, 2026-10, 2026-11, 2026-12, and 2026-14 become effective, and as further provided herein. Within thirty (30) days of the adoption of this Ordinance, the Applicant shall deliver to the City Clerk and the City Attorney, in recordable form, the fully executed Development Agreement for recordation in the Public Records of Miami-Dade County, Florida, at the Applicant’s expense. Failure to provide the fully executed Development Agreement in the time frame set forth herein shall result in the

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Development Agreement, the DRI Modification (Ordinance No. 2026-14) and any associated site plans approved in connection with the Development Agreement, being deemed null and void and of no further force or effect. This section may only be modified with City Council approval.

Section 4. Severability. If any section, subsection, clause or provision of this Ordinance is held invalid, the reminder shall not be affected by such invalidity.

Section 5. Effective Date. This Ordinance shall become effective as provided by law.

The foregoing Ordinance was offered by Vice Mayor Cabral who moved its adoption. The motion was seconded by Councilmember Pineyro upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Digna Cabral	Yes
Councilman Rafael Pineyro	Yes
Councilwoman Maureen Porras	Yes
Councilwoman Nicole Reinoso	Yes

PASSED AND ADOPTED on FIRST READING this 10 day of June, 2026.

PASSED AND ADOPTED on SECOND READING this 12 day of August, 2026.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LORENZO COBIELLA
GASTESI, LOPEZ, MESTRE & COBIELLA, PLLC
CITY ATTORNEY

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EXHIBIT “A”

LEGAL DESCRIPTION

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.

EXHIBIT “B”

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)

MASTER DEVELOPMENT AGREEMENT

THIS MASTER DEVELOPMENT AGREEMENT (hereinafter the "Master Development Agreement" or "Agreement") is made and entered into this ____ day of _____, 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 "Developer"), and the City of Doral, Florida, a Florida municipal corporation (hereinafter the "City").

WITNESSETH:

WHEREAS, the Developer owns the property consisting of approximately 25.612 acres of land located within Miami International Mall (the "Mall") generally situated 350 feet east from the intersection of NW 107 Avenue and NW 16 Street, Doral, Florida, as more particularly described in as **Exhibit "A"** attached hereto and made a part hereof (collectively, the "Property"); and

WHEREAS, the Property is located within the incorporated municipal boundaries of the City of Doral, Florida, and is therefore subject to the City's jurisdiction, including without limitation the City's Comprehensive Plan, Land Development Code, zoning regulations, and other applicable ordinances and development requirements governing the use and development of land within the City; and

WHEREAS, the Property is currently designated "Business" on the City's Comprehensive Plan Future Land Use Map and zoned "Commercial Corridor (CC)", and within the "Mall Mixed Use" zoning district pursuant to the Land Development Code; as defined herein; and

WHEREAS, the Developer and the City mutually desire that the Property be further developed with a maximum base density of 640 dwelling units (representing 25 dwelling units per acre), and up to an additional 256 dwelling units in bonus density provided such bonus density is approved by the City Council utilizing the Creative Excellence Standards as provided in Section 86-83 of the City's Land Development Code (representing up to an additional 10 dwelling units per acre, if awarded, for a total of 896 dwelling units), utilizing density averaging distributed across three (3) multifamily residential phases, more particularly described in this Agreement (the "Residential Phases"), in a manner that complements and supports the existing commercial, entertainment, and retail uses within the Mall (the "Project") and furthers the objectives and policies of the City's Comprehensive Plan; and

WHEREAS, the Property is comprised, in part, of three (3) separate residential development sites, identified as: Residential Phase 1, Residential Phase 2, and Residential Phase 3, as more particularly described herein; and

WHEREAS, the Conceptual Master Site Plan attached hereto as **Exhibit "B"** establishes the total number of residential units proposed and general layout of the Residential Phases proposed for development within the Property, and, together with this Agreement, establishes the development framework to govern the future development and subsequent review of all detailed site plan approvals for the Project; and

WHEREAS, each Residential Phase is intended to function as independent development phases, that may be developed by different entities at different times; and

WHEREAS, concurrently with the approval of this Agreement, separate and individual site plan applications have been submitted for review and approval for Residential Phase 1 and Residential Phase 2, each as a separate and independent site plan application (attached hereto as **Exhibit "C"** and **Exhibit "D"**, respectively), which site plans shall be considered by the City concurrently with this Agreement and the Conceptual Master Site Plan; and

WHEREAS, while no individual site plan application has been submitted for Residential Phase 3; the development of Residential Phase 3 will be governed solely by this Agreement and the Conceptual Master Site Plan until such time as the Developer of Residential Phase 3, or its successors or assigns, elects to submit a site plan application, which may occur at any point during the Entire Term of this Agreement; and

WHEREAS, the Project will facilitate the adaptive reuse of underutilized portions of the Mall, specifically the former Sears and JCPenney anchor sites and associated surface parking areas, while maintaining and enhancing ongoing retail and entertainment operations; and

WHEREAS, the Developer and the City desire to set forth the development parameters, rights, obligations and approval framework governing the redevelopment of the Property and wish to establish certainty as to the future development of the Project, as provided pursuant to Chapter 68, Article V, Division 6 of the City's Land Development Code and Chapter 163, F.S.

NOW, THEREFORE, in consideration of the conditions, covenants, and mutual promises hereinafter set forth, the Developer and the City agree as follows:

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. Definitions.

- a. "Comprehensive Plan" means the City's Comprehensive Development Master Plan, including the Future Land Use Map and all goals, objectives, policies and elements thereof, adopted by the City in accordance with Chapter 163, F.S.

- b. "Conceptual Master Site Plan" is that certain conceptual site plan entitled "Conceptual Site Plan for Residential Sites at Miami International Mall," prepared by MSA Architects, Architecture & Planning, dated March 06, 2026, as may be amended from time to time, and approved by the City as part of this Master Development Agreement on _____ pursuant to Ordinance No. _____, which establishes the total number of residential units proposed and the general layout of the Residential Phases proposed for development. The Conceptual Master Site Plan is intended to illustrate the overall development framework for the Property and is not intended to depict the precise location, orientation, or design of buildings, open space areas, parking areas, or other site features. The future development of the Residential Phases shall require approval of a detailed site plan by the City Council, which shall determine, among other things, the exact number, location, distribution, and orientation of residential units and buildings, as well as compliance with all applicable design review standards and development regulations. The Conceptual Master Plan, along with this Agreement, governs the future development and guide the subsequent review of all detailed development site plans for the Project.
- c. "Developer" means the person or entity undertaking the development of a Residential Phase within the Property, or any portion thereof, as defined in the preamble to this Agreement, or any successors or assigns thereof that (a) acquire an interest in any portion of the Property from the Developer pursuant to sale or ground lease for the purpose of the development and resale or sublease and (b) is specifically assigned rights as Developer hereunder by the Developer pursuant to an express written assignment. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment. Delivery of a courtesy copy of the recorded assignment shall be provided to the City pursuant to Section 18 herein. The Developer of a particular Residential Phase may further assign any obligations hereunder to individual builders, contractors, or engineers of any individual Residential Site(s). Such further assignment shall not relieve the assigning Developer of those obligations unless expressly released by the City. As of the Effective Date: (i) with respect to Residential Phase 1 and Residential Phase 2, the Developer is EWE Retail II Ltd., a Florida limited partnership; and (ii) with respect to Residential Phase 3, the Developer is JCP International I LLC, a Florida limited liability company.
- d. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure and/or land, the dividing of land into three or more parcels or the application for any Development Permit as defined below in furtherance of the Development.
- e. "Development Permit" includes but is not limited to any building permit (including a demolition or foundation permit), zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other

official action of local government having the effect of permitting the development of land.

- f. "Effective Date" is the date of recording of this Agreement in the Public Records of Miami-Dade County, Florida.
- g. "Entire Term" is the total term of this Agreement as provided in Section 4 herein.
- h. "Land" means the earth, water, and air, above, below, or on the surface and includes improvements or structures customarily regarded as land.
- i. "Land Development Regulations" means the ordinances, rules, and regulations of the City in effect on the Effective Date, governing the development of land, including, without limitation, zoning, rezoning, subdivision, building construction, signage or any other regulations controlling the development of, or construction upon, the Land.
- j. "Mall" means the commercial development commonly known as Miami International Mall, in which the Property is located, and all parcels comprising the Miami International Mall Consolidated DRI, as the same may be amended or reconfigured from time to time.
- k. "Miami International Mall Consolidated DRI" means the Development Order governing the Miami International Mall Development of Regional Impact, originally approved by Miami-Dade County Resolution No. Z-263A-79 on December 3, 1979, as subsequently amended and consolidated by City of Doral Resolution No. Z05-31 adopted June 30, 2005, and City of Doral Resolution No. 12-91 adopted June 27, 2012, and as further modified concurrently herewith to permit residential development on the Property and as may be further amended from time to time in accordance with applicable law.
- l. "MMU" means the Mall Mixed Use (MMU) zoning district as established by Chapter 68, Article V, Division 6 of the City's Land Development Code.
- m. "Residential Phase" means Residential Phase 1, Residential Phase 2, or Residential Phase 3, individually, and "Residential Phases" means all of them collectively, as the context may require.
- n. "Residential Phase 1" means that portion of the Property designated as "Phase 1" on the Conceptual Master Site Plan, the sketch and legal description of which is attached hereto and made a part hereof as **Exhibit "E"**.
- o. "Residential Phase 2" means that portion of the Property designated as "Phase 2" on the Conceptual Master Site Plan, the sketch and legal description of which is attached hereto and made a part hereof as **Exhibit "F"**.

- p. "Residential Phase 3" means that portion of the Property designated as "Phase 3" on the Conceptual Master Site Plan, the sketch and legal description of which is attached hereto and made a part hereof as **Exhibit "G"**.
- q. "Project" means the development approved pursuant to the Project Approval, this Agreement, and the Conceptual Master Site Plan.
- r. "Project Approval" means the approval of the Project by the City as evidenced by the following Ordinances and Resolutions, as the same may be amended from time to time: (i) the Conceptual Master Site Plan included in this Agreement; (ii) the Ordinance approving the Future Land Use Map Amendment on the Property to "Mall Mixed Use" (Ordinance No. 2026-11); (iii) the Ordinance approving the rezoning of the Property to "Mall Mixed Use" (Ordinance No. 2026-12); (iv) the Ordinance approving and the Development of Regional Impact Development Order Modification application to permit residential uses on the Property (Ordinance No. 2026-14); (v) the Resolution approving the Site Plan for Residential Phase 1 (Resolution No. _____); and (vi) the Resolution approving the Site Plan for Residential Phase 2 (Resolution No. _____).
- s. "Property" is that certain +/- 25.612-acre area of real property within the Mall, as more particularly described in **Exhibit "A"** attached hereto.
- t. "Site Plan" is comprised of a scaled and dimensioned site plan (with landscaping), elevation, and typical floor plans submitted for review and approval for consistency with the Project Approval, as may be contemplated by Chapter 68, Article V, Division 6, and other applicable provisions of the Land Development Regulations. The Site Plan for Residential Phase 1 was approved as a separate and independent site plan application by Resolution No. _____, a copy of which is attached hereto and made a part hereof as **Exhibit "C"**. The Site Plan for Residential Phase 2 was approved as a separate and independent site plan application by Resolution No. _____, a copy of which is attached hereto and made a part hereof as **Exhibit "D"**. Both such Site Plans were approved concurrently with the acceptance of this Agreement by the City. No Site Plan has been submitted for Residential Phase 3 as of the Effective Date of this Agreement; the development parameters for Residential Phase 3 are established by this Agreement and the Conceptual Master Site Plan until such time as a Site Plan for Residential Phase 3 is submitted and approved in accordance with the provisions of Section 5(b)(iv) of this Agreement.

3. **Intent.**

It is the intent of the Developer and the City that this Agreement be construed and implemented to effectuate the purposes and intent of the parties and to comply with the Florida Local Government Development Agreement Act, Sections 163.3220–163.3243, Florida Statutes (2026), as well as the applicable provisions of Chapter 68, Article V, Division 6 of the Land Development Code. In the event of any

conflict between the provisions of the City's Land Development Code and the Florida Local Government Development Agreement Act, the provisions of Chapter 163, Florida Statutes, shall control.

4. Effective Date and Duration and Progress Reports.

- a. This Agreement shall become effective on the Effective Date and shall be recorded in the public records of Miami-Dade County, Florida. This Agreement shall run with the land and shall be binding upon the parties and persons claiming under it for an initial term of thirty (30) years from the Effective Date, after which time it may be extended for a period of ten (10) years after approval by the City Council at a public hearing in accordance with Chapter 163, Florida Statutes, unless an instrument has been recorded agreeing to release, amend, or modify this Agreement in whole, or in part, as provided below.
- b. The Developer of each Residential Phase shall have eight (8) years from the date of approval of a Site Plan after the appeal period has expired for such Residential Site to commence development of such Residential Phase. The commencement deadlines applicable to each Residential Phase shall be independent of the commencement and completion deadlines applicable to any other Residential Phase. For the avoidance of doubt, because no Site Plan for Residential Phase 3 is being approved concurrently with this Agreement, the eight (8) year commencement period for Residential Phase 3 shall not begin to run until such time as a Site Plan for Residential Phase 3 is approved by the City and all applicable appeal periods have expired.
- c. The time frames set forth in this Agreement shall be considered stayed and tolled for the time lost resulting from the pendency of certain events, including but not limited to the following, which would materially delay or prevent development of the Project or any Residential Phase thereof: (i) any moratorium established by the City or Miami-Dade County (the "County"); (ii) a force majeure event as identified in Section 19 of this Agreement; or (iii) an applicable Governor's Emergency Order under Florida Statute §252.363, as amended.
 - i. Notwithstanding anything herein to the contrary, any tolling of deadlines or time periods pursuant to Section 4(c)(i) or (ii) shall apply only for the actual period of demonstrated delay directly attributable to the applicable event and only to the extent such event materially prevents the Developer from proceeding with the affected obligations despite the exercise of commercially reasonable diligence. With the exception of Section (4)(c)(iii) which is governed by State Statute, any request for tolling shall require written notice to the City identifying the specific obligations affected, the factual basis for the claimed delay, and the anticipated duration thereof. Tolling shall become effective upon the City Manager's or designee's written acknowledgement of Developer's notice of delay, which acknowledgment shall not be unreasonably withheld. With respect to (4)(c)(i) and (ii), in no event shall:

- A. any single tolling event exceed twelve (12) consecutive months;
- B. the aggregate tolling period during the Entire Term of this Agreement exceed twenty-four (24) months absent approval by the City Council at a duly noticed public hearing;
- C. financial inability, economic conditions, market conditions, increases in construction costs, labor costs, interest rates, tariffs, supply chain pricing impacts, or the inability to obtain financing constitute a force majeure event or basis for tolling; or
- D. any tolling apply where the delay results from the negligence, willful misconduct, or failure of the Developer to timely pursue permits, approvals, financing, or construction activities.

5. **Project Approval.**

- a. **Permitted Development Uses.** Concurrently with the adoption and acceptance of this Agreement, the Developer has proffered, and the City has accepted and approved the Conceptual Master Site Plan as the guiding framework for the future development of the Property (the "Project Approval"). In granting the Project Approval, the City has determined and hereby concurs that the Project is consistent with the City's Comprehensive Plan and that the Project Approval accords with the Land Development Regulations. Upon execution of this Agreement, the City confirms and agrees that the Property may be further developed and used in the manner set forth in the Project Approval, this Agreement, the City's Comprehensive Plan, and the Land Development Regulations.
- b. **Density, Building Heights, Setbacks and Intensities.** The maximum number of residential units, maximum building heights, and the general layout of the Residential Phases proposed for development on the Property shall be governed by the Project Approval. The future development of each Residential Phase shall require approval of a detailed site plan by the City, which shall determine, among other things, the exact number, location, distribution, and orientation of residential units as well as building setbacks, open spaces, and parking areas. To the extent that the Project Approval or this Agreement is silent, the applicable provisions of the City's Land Development Regulations and Comprehensive Plan in effect as of the Effective Date of this Agreement shall govern the review and approval of the detailed site plans for the Residential Phases.
- c. **Residential Phases.** The Project will be developed across three (3) Residential Phases as contemplated in the Conceptual Master Site Plan. Each Residential Phase constitutes a separate and independent development phase, but for density and the provisions contained in this Agreement, each Residential Phase should be considered its own separate and independent development site, provided however that the density permitted on each site shall be limited by the Density Allocation Table set forth below. Each Residential Phase may be developed by different developers, at different times, and pursuant to separate

and independent site plan applications. No Residential Site shall be dependent upon the development, approval, or completion of any other Residential Site except as provided herein. The Residential Phases shall be developed as described below:

<u>Density Allocation Table</u>					
Residential Phase	Acreage	Base Density (25 du/ac)	Total Density, including Bonus Density, Utilizing Creative Excellence Standards (35 du/ac)	Allocated Density Transfer	Permitted Maximum / Proposed Units
Phase 1¹	7.330	183.24 units	256.55 units	+35.45 units allocated from Phase 3	292 units
Phase 2²	5.663	141.57 units	198.205 units	+31.80 units allocated from Phase 3	230 units
Phase 3³ (if Creative Excellence Standards met)	12.620	315.50 units	441.70 units	-67.25 units allocated to Phase 1 and Phase 2 combined	374 units
Phase 3⁴ (without Creative Excellence Standards met / Base Density)	12.620	315.50 units	N/A	-67.25 units allocated to Phase 1 and Phase 2 combined	248 units
Total Project⁵ (All Phases)	25.612	640.30 units	896.42 units	N/A	896 units (maximum density permitted on the Property utilizing the Creative Excellence Standards density bonus on all phases) 770 units (maximum density permitted on the Property if Phase 3 does not meet the Creative Excellence Standards)

¹Residential Phase 1 contains approximately 7.330 acres and will consist of 292 dwelling units, which includes the allocation of approximately 35.45 dwelling units transferred from Residential Phase 3. Residential Phase 1 shall utilize the Creative Excellence Standards pursuant to Section 86-83 of the City Code.

²Residential Phase 2 contains approximately 5.663 acres and will consist of 230 dwelling units, which includes the allocation of approximately 31.80 dwelling units transferred from Residential Phase 3. Residential Phase 2 is approved utilizing the Creative Excellence Standards pursuant to Section 86-83 of the City Code.

³Residential Phase 3 includes approximately 9.620 acres together with approximately 3.000 acres associated with

the private perimeter roadway, for a total density calculation area of approximately 12.620 acres. If Residential Phase 3 is approved utilizing the Creative Excellence Standards pursuant to Section 86-83 of the City Code, Residential Phase 3 may contain a maximum of 374 dwelling units after accounting for the transfer of approximately 67.25 dwelling units to Residential Phases 1 and 2.

⁴If Residential Phase 3 is developed utilizing only the base residential density of 25 dwelling units per acre, Residential Phase 3 shall only be permitted a maximum density of 248 dwelling units, which accounts for the transfer of approximately 67.25 dwelling units to Residential Phases 1 and 2.

⁵ The density calculations reflected herein include fractional dwelling units for purposes of demonstrating the mathematical allocation of residential density across the Project. If Residential Phase 3 does not utilize the Creative Excellence Standards, the minimum guaranteed aggregate residential density permitted for the Project shall be 770 dwelling units. Under no circumstances shall the total aggregate residential density for the Project exceed 896 dwelling units.

For the avoidance of doubt, the allocation of sixty-seven (67) dwelling units from Residential Phase 3 to Residential Phases 1 and 2 shall be deemed a permanent allocation of density to Residential Phases 1 and 2, subject to subsection 5(f) below. Accordingly, in the event Residential Phase 3 is not awarded any Creative Excellence Standards bonus density by the City Council in connection with its applicable site plan or development approvals, the maximum permitted residential base density within Residential Phase 3 shall be reduced by sixty-seven (67) dwelling units to account for the density previously allocated to Residential Phases 1 and 2, such that Residential Phase 3 shall not be entitled to utilize the full base density otherwise attributable to Residential Phase 3.

- i. ***Residential Phase 1 (Phase 1):*** Pursuant to the City Council's concurrent approval of the Residential Phase 1 Site Plan submitted by Greystar Development East, LLC, attached hereto as **Exhibit "C"**, and the City Council having determined that the Site Plan for Residential Phase 1 meets the applicable standards for a Creative Excellence bonus, Residential Phase 1 can be developed with a maximum development of **292 dwelling units** as set forth in Density Allocation Table set forth above.
- ii. ***Residential Phase 2 (Phase 2):*** A separate and independent Site Plan application for Residential Phase 2 has also been concurrently submitted by Greystar Development East, LLC. Pursuant to the City Council's concurrent approval of the Residential Phase 2 Site Plan, attached hereto as **Exhibit "D"**, and the City Council having determined that the Site Plan for Residential Phase 2 meets the applicable standards for a Creative Excellence bonus, Residential Phase 2 can be developed with a maximum development of **230 dwelling units** as set forth in the Density Allocation Table set forth above.
- iii. ***Residential Phase 3 (Phase 3):*** Up to a maximum development of **374 dwelling units** (utilizing the Creative Excellence Standards as provided in Section 86-83 of the City's Land Development Code if awarded and

approved by the City Council) or a maximum base density of **248 dwelling units** (without utilizing Creative Excellence Standards) can be developed, as set forth in the Density Allocation Table set forth above. No Site Plan application for Residential Phase 3 has been submitted concurrently with the execution of this Agreement. The development of Residential Phase 3 is governed by this Agreement and the Conceptual Master Site Plan until such time as a Site Plan is submitted and approved in accordance with Section 5(e) of this Agreement, at which time the approved Site Plan shall govern the development of Residential Phase 3.

iv. **Density Allocation and Averaging.**

- A. The maximum permitted base density for the Property shall be 640 residential dwelling units (25 dwelling units per acre), which may be allocated amongst the Residential Phases as set forth in sub-section (5)(b)(i) above and the Density Allocation Table.
- B. In addition to base density, bonus density may be awarded by the City Council pursuant to the Creative Excellence Standards set forth in Section 86-83 of the City Code.
- C. Under no circumstances shall the aggregate total bonus density for the Property exceed 256 dwelling units, and the combined total density (base plus bonus) shall not exceed 896 dwelling units.
- D. The base density provided herein may be distributed and reallocated among the Residential Phases through density averaging, provided that:
 - 1. The total base density across the Property shall not exceed 640 dwelling units;
 - 2. Any increase in base density allocated to a particular Residential Phase shall be offset by a corresponding decrease in base density allocated to one or more other Residential Phases;
 - 3. Such reallocation does not result in a material deviation from the Conceptual Master Site Plan or otherwise conflict with this Agreement; and
 - 4. With written agreement between the owners of all Residential Phases affected by such reallocation.

- E. Administrative Flexibility (Base Density): The allocation of base density of the Residential Phases may be adjusted without an amendment to this Agreement, subject to administrative approval by the Director of Planning and Zoning, upon submission of written consent from the owners of all Residential Phases affected by such reallocation.
 - F. Bonus Density Allocation (Phases 1 and 2): The bonus density allocated between Residential Phase 1 and Residential Phase 2 as set forth in the Density Allocation Table in Section 5(c) may be reallocated between such phases without amendment to this Agreement, provided that:
 - 1. the reallocation is consistent with the approved Site Plans (or approved amendments thereto); and
 - 2. the owners of the affected Residential Phases provide written consent, subject to administrative approval by the Director of Planning and Zoning.
 - G. Bonus Density Limitation (Phase 3): Bonus density shall not be allocated to or utilized within Residential Phase 3 unless and until such bonus density is expressly approved by the City Council in connection with a Site Plan for Residential Phase 3. Until such approval, Residential Phase 3 shall be limited to its allocated base density.
- d. **Height.** The height of the buildings within the Property shall not exceed six (6) stories, consistent with the MMU. Building heights shall be consistent with the standards applicable to the Property under the MMU zoning designation as established by the Project Approvals and shall be measured in accordance with the Land Development Code.
 - e. **Residential Phase 3 – Future Site Plan Submission and Approval.** It is expressly understood and agreed that no Site Plan application for Residential Phase 3 is being submitted or approved concurrently with this Agreement. The Conceptual Master Site Plan simply establishes the maximum density, maximum building heights, and the general boundaries proposed for Residential Phase 3 until such time as a detailed Site Plan is submitted and approved, at which time the approved Site Plan shall govern the development of Residential Phase 3. The Developer of Residential Phase 3 shall have the right to submit a Site Plan application for Residential Phase 3 at any time during the Entire Term of this Agreement. Such Site Plan application shall be reviewed for consistency with: (a) this Agreement; (b) the MMU zoning district; (c) the Land Development Code regulations in effect as of the Effective Date of this Agreement, and (d) the Creative Excellence Standards as provided in Section 86-83 if bonus density is being sought. The City shall not require the Developer

of Residential Phase 3 to amend or modify this Agreement or the Conceptual Master Site Plan as a condition of site plan approval for Residential Phase 3, provided that the proposed Site Plan is consistent with the maximum density, building heights, and Conceptual Master Site Plan established herein in this Agreement. The submission and approval of a Site Plan for Residential Phase 3 shall not require the consent or joinder of the owners of Residential Phase 1 or Residential Phase 2, or their respective successors or assigns.

- f. **Residential Unit Type Mix.** The Developer reserves the ability to modify the mix of the residential unit types to convert the mix of unit types between multi-family units and townhome units, so long as said modification does not result in an overall increase of residential density for the Project. Any reduction of residential density of the Project resulting from the modification of the residential unit type mix shall be deemed consistent with the Project Approval, the Land Development Regulations, and the applicable provisions and designations in the Comprehensive Plan and such reduced density shall remain available for use within Residential Phase 3.
- g. **Site Plan Modifications.** Any Site Plan approved pursuant to the provisions of this Section may be modified from time to time in accordance with Section 53-185(d) and Section 68-781 of the City's Land Development Code without requiring a modification to this Agreement.
- h. **Director's Denial and Appeal.** In the event that the Director does not approve a request for a modification to the Site Plan, the Director shall render his or her decision by notifying the Developer (or their assigns as to such portion of the Property) in writing by certified mail, overnight express delivery, or hand delivery. The Developer shall have the right to appeal the administrative decision directly to the City Council for the City Council to determine whether the Director erred in his or her decision to deny the modification of the Site Plan based on the Site Plan's conformance with this Agreement, the Project Approval, and the applicable provisions of the Land Development Regulations and Comprehensive Plan. The City agrees to process any appeal to the City Council on an expedited basis and, in the absence of a force majeure event, agrees to hear and decide on any appeal within sixty (60) days from receipt of a letter from the Developer requesting such hearing addressed to the City Clerk and the Director that appeals the decision of the Director to the City Council. A Zoning Workshop shall not be required to be held prior to the City Council hearing on the appeal.

6. **Existing Development.**

The Project Approval authorizes the redevelopment of the Property with a residential development program as generally depicted in the Conceptual Master Site Plan, subject to each individual Residential Phase's site plan approval. There are currently existing commercial, retail, entertainment, restaurant, and ancillary mall uses on and adjacent to the Property and within the Miami International Mall

Consolidated DRI (collectively, the "Existing Uses and Buildings"). The parties acknowledge and agree that the Project Approval is in addition to the Existing Uses and Buildings within the Mall and the such Existing Uses and Buildings may continue to operate as legally conforming uses and structures in accordance with their existing approvals notwithstanding the approval of the Site Plans and the recording of this Agreement unless and until such uses and buildings are modified or replaced pursuant to an approved Site Plan for the applicable Residential Phase. For the avoidance of doubt, the Project Approvals are not intended to impair, modify or terminate, nor shall they affect, any existing rights or approvals governing the Existing Uses and Buildings, and such prior approvals shall continue to govern the development and operation of the Existing Uses and Buildings until such time as development is commenced to replace such Existing Uses and Buildings on the applicable Residential Phase pursuant to an approved Site Plan.

7. Maintenance of Common Areas.

The common areas within a Residential Phase shall be maintained by the Developer of such Residential Phase or, alternatively, by a homeowners' association, property owners' association, special taxing district, or community development district.

8. Security During Construction.

During construction of each Residential Phase, the Developer of such Residential Phase shall provide security in accordance with sections 5-24 through 5-28 of the City of Doral Code (2026). The security obligation for each Residential Phase shall be independent of, unless otherwise agreed to by the respective Developers abutting a Residential Phase, and shall not be affected by the construction status of any other Residential Phase.

9. Public Services and Facilities: Concurrency.

The parties acknowledged that, in connection with the Project Approvals, the City has determined that pursuant to Chapter 59 of the City Code, the Project (inclusive of the maximum number of residential units allocated to Residential Phase 1, Residential Phase 2, and Residential Phase 3 herein) has been found to satisfy the concurrency requirements of the City as set forth in the City's Comprehensive Development Master Plan with respect to the maximum of 896 residential dwelling units which may be allowable hereunder, provided requisite approvals for density bonus are obtained. The parties further acknowledge that the Property is located within the Miami International Mall Consolidated DRI and that the concurrency analysis supporting the Project Approval has been performed in coordination with the applicable requirements of the DRI Development Order, as amended, including consideration of the maximum number of residential units contemplated herein. Accordingly, the concurrency determinations for Residential Phase 1, Residential Phase 2, and Residential Phase 3 shall be deemed satisfied and remain vested for the Entire Term of this Agreement, and the Developer shall be entitled to rely upon such determinations in connection with the development of its respective

Residential Phase. For the avoidance of doubt, no additional concurrency determinations shall be required in connection with any Site Plan approval for a Residential Phase, provided that such Site Plan is consistent with the maximum residential density established in this Agreement and the Project Approvals.

10. Transportation Improvements.

The parties acknowledge that the Property is located within the Miami International Mall Consolidated DRI and that the maximum number of residential units contemplated for development herein was evaluated in connection with the traffic analysis supporting the Project Approval and the Miami International Mall Consolidated DRI. The transportation-related improvements described in **Exhibit “H”** for Residential Phase 1 and Residential Phase 2 will be completed prior to the issuance of the final Certificate of Occupancy for Residential Phase 1. The parties hereby acknowledge that the transportation-related improvements described in **Exhibit “H”** for Residential Phase 1 and Residential Phase 2 are limited to rights-of-way under County jurisdiction, and the Developer may separately seek to apply to Miami Dade County for a credit against the applicable County Impact Fees. The City agrees to support the Developer’s application for an impact fee contribution in lieu of fee determination by the County. However, the Developer’s obligations for the transportation-related improvements described herein is not contingent upon the County’s approval of such credit.

With respect to Residential Phase 3, transportation improvements, if any, shall be determined at the time of Site Plan approval for Residential Phase 3 based upon the traffic impact analysis required in connection with such Site Plan application. The Developer of Residential Phase 3 shall be responsible only for the costs of any such transportation improvements associated with the future development on Residential Phase 3.

11. Necessity of Complying with Local Regulations Relative to Development Permits.

The Developer and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term, or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulations governing said permitting requirements, conditions, fees, terms, or restrictions as long as compliance with said regulations and requirements do not require the Developer to develop the Property in a manner that is inconsistent with the Project Approval or this Agreement.

12. Presumption of Compliance.

Where construction has occurred on the Property, or any portion thereof, pursuant to a lawful permit issued by the City, and inspections made and approval of occupancy given by the City, then such construction, inspection, and approval shall

create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Agreement.

13. Impact Fees.

The City and the Developer of each Residential Site shall coordinate their efforts to derive the maximum benefits of any impact fee payments in favor of the Project and the City. Impact fees for each Residential Phase shall be calculated and payable at the time of building permit issuance in accordance with the impact fee schedule in effect at such time. If applied for by the Developer and determined by the City that impact fee credits may be available for “existing development” as defined in Chapter 65 of the City Code, said credits shall be allocated and reserved to the Developer of such Residential Phase upon which such existing development is located.

14. Reservation of Development Rights.

For the Entire Term, the City hereby agrees that the Property may be developed in accordance with the Project Approval, this Agreement, the Land Development Code, the Comprehensive Plan, as applicable and in effect as of the Effective Date of this Agreement that are or may be applicable to the Property, subject to the conditions and limitations set forth herein. Without limiting the foregoing, the approval of this Agreement and the Conceptual Master Plan shall constitute a reservation of the development rights for the maximum number of residential units authorized under this Agreement and the concurrency determinations associated therewith. The approval of this Agreement and the Conceptual Master Site Plan shall constitute sufficient basis for the reservation of density and the associated concurrency rights, and the City shall not reallocate, reduce, or revoke the density or concurrency rights, except by amendment of this Agreement in accordance with Section 20 hereof. Notwithstanding the expiration of this Agreement in accordance with Section (4)(a), approval of a Site Plan for a Residential Phase prior to the expiration of this Agreement shall vest such Residential Phase under the terms of this Agreement and the Project Approvals. Such vested rights shall continue for so long as (i) the applicable Site Plan remains active and valid in accordance with applicable law, or (ii) construction of such Residential Phase is ongoing pursuant to one or more active building permits issued in accordance with such Site Plan.

15. Binding Effect.

The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees, and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer, upon execution of this Agreement. The recording costs shall be the sole responsibility of the Developers.

16. Governing Laws.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

17. Annual Review.

The City shall review this Agreement at least once every twelve (12) months, in accordance with Section 163.3235, Florida Statutes, to determine the extent of compliance with the terms of this Agreement. The Developer shall, upon reasonable request by the City, provide such information as is reasonably necessary for the City to conduct its annual review, including a written report describing the status of the development of the Project and compliance with the terms of this Agreement. The City shall provide the Developer with reasonable notice of any annual review and an opportunity to be heard at a public hearing, if required by applicable law. Failure of the City to conduct an annual review shall not constitute a default by the Developer or otherwise impact the viability or enforcement of this Agreement.

18. Notices.

Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier, or mailed by certified or registered mail, return receipt requested, in a postage paid prepaid envelope, and addressed as follows:

If to City at:

City Manager
City of Doral
8401 N.W. 53rd Terrace
Doral, Florida 33166

With a copy to:

City Attorney
City of Doral
8401 N.W. 53rd Terrace
Doral, Florida 33166

If to EWE Retail II Ltd. at:

EWE Retail II Ltd.
10165 N.W. 19 Street
Doral, Florida 33172
Attn: Edward J. Easton
Email: EJEaston@TheEastonGroup.com

With a copy to:

Greystar Development East, LLC
1200 South Pine Island Road
Plantation, FL 33324

Attn: C T Corporation System

With a copy to:

Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, Florida 33131
Attn: James R. Williams, Jr., Esq.
Email: jameswilliams@gunster.com

If to JCP International I LLC at:

JCP International I LLC
10165 N.W. 19 Street
Doral, Florida 33172
Attn: Edward J. Easton
Email: EJEaston@TheEastonGroup.com

With a copy to:

Greenberg Traurig, P.A.
333 S.E. 2nd Avenue, Suite 4400
Miami, Florida 33131
Attn: Jorge L. Navarro
Email: navarrojo@gtlaw.com

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this Section. Upon assignment of a Residential Phase pursuant to Sections 2(c) and 26 hereof, the assignee's notice address as set forth in the recorded instrument of assignment shall replace the assignor's notice address with respect to such Residential Phase, and the City shall thereafter direct all notices pertaining to such Residential Phase to the assignee at such address. The assignor shall provide the recorded assignment to those parties listed in this Section 18 in accordance with the notice provisions set forth herein. The terms of this section shall survive the termination of this Agreement.

19. Force Majeure

A "Force Majeure Event" shall mean any delay in Developer's performance caused by circumstances beyond the reasonable control of Developer, including without limitation: acts of God; fire; flood; hurricane; tornado; earthquake; epidemic, pandemic, or public health emergency; war (whether declared or undeclared); terrorism; sabotage; civil unrest or riot; actions, orders, laws, regulations, or moratoria imposed by any governmental authority (including but not limited to any federal, state, or local authority); embargoes; labor strikes, lockouts, or work stoppages not involving Developer's own workforce; unavailability or shortages of materials, supplies, or equipment to the extent arising from any of the foregoing; or any other cause of a similar nature beyond the reasonable control of Developer.

Upon the occurrence of a Force Majeure Event, the dates, deadlines, and milestones set forth in this Agreement that are directly affected by such Force Majeure Event shall be tolled and extended on a day-for-day basis for the duration of such Force Majeure Event, provided that: (a) Developer provides City with written notice of the Force Majeure Event within thirty (30) days of the date Developer first knew or reasonably should have known of the occurrence of such event, which notice shall describe in reasonable detail: (i) the nature of the Force Majeure Event; (ii) the anticipated duration thereof; and (iii) the specific obligations and deadlines affected and (b) Developer uses commercially reasonable efforts to mitigate the effects of such Force Majeure Event and to resume full performance as soon as reasonably practicable.

20. Severability.

In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

21. Entire Agreement.

This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations, or warranties other than as set forth herein.

22. Modification, Amendment, and Release.

This Agreement may only be modified or amended by written instrument signed by the City and the Developer (and/or its assigns, which may include, but not be limited to a Community Development District and/or master property owners' association with appropriate authority over the Property) of the affected Residential Phase only, provided that such modification, amendment, release has been approved by the City Council after public hearing. Any modification, amendment or release of this Agreement as provided herein shall be reflected in a recordable instrument prepared, executed and recorded by the Director of Planning and Zoning, at the Developer's expense.

23. Cancellation and Enforcement.

Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement 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/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both. The terms of this section shall survive the

termination of this Agreement. For the avoidance of doubt, a violation or breach relating to one Residential Phase shall not affect, impair, or create liability with respect to any other Residential Phase.

24. Cumulative Remedies.

Nothing contained herein shall prevent the Developer from exercising its rights and remedies it may have under law.

25. Enforcement.

Except as it relates to sharing density, each Residential Site constitutes a self-contained and independent development parcel. The obligations of the Developer with respect to any one Residential Phase shall be independent of the obligations of the Developer (or any assignee) with respect to any other Residential Phase. No default or failure to perform by a Developer (or any assignee) with respect to one Residential Phase shall constitute a default by the Developer (or any assignee) of any other Residential Phase. The City's remedies for any breach shall be limited solely to the Developer and the specific Residential Phase to which the breach relates and shall have no effect on, or create liability for, any other Residential Phase or Developer. Without limiting the generality of the foregoing: (i) the development, construction, or completion of any Residential Phase shall not be a condition precedent or prerequisite to the development, construction, or completion of any other Residential Phase; (ii) the submission of a Site Plan for any Residential Phase shall not require the consent, joinder, or participation of the owner or Developer of any other Residential Phase; and (iii) each Residential Phase may be developed by a different developer under separate and independent site plan approvals, building permits, and development orders.

26. Successive Assignments.

Any assignee of a Residential Phase shall have the same rights of assignment under this Section 26 as the original Developer, including the right to further assign to subsequent developers without the consent of the City or the owners or developers of other Residential Phases. A courtesy copy of the recorded assignment will be distributed to the parties listed in this Section 18 in accordance with the notice provisions set forth therein. This provision is intended to ensure that each Residential Phase remains independently developable and assignable throughout the Entire Term of this Agreement regardless of changes in ownership or development control of the other Residential Phases.

[signature pages follow]

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 _____ day of _____, 2026.

WITNESSES:

ewe retail ii ltd., a Florida limited partnership

Signature

By: EWE Retail II, LTD, a Florida limited partnership

Print Name

Address: _____

Edward J. Easton, Manager

Signature

Address: _____

Print Name:

Address: _____

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ of **ewe retail ii ltd.**, a Florida limited partnership, who is personally known to me or ____ has produced _____ as identification.

[NOTARIAL SEAL]

Print Name:
Notary Public, State of _____
Commission #: _____
My Commission Expires: _____

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

WITNESSES:

JCP INTERNATIONAL I LLC, a Florida limited liability company

Signature

Edward J. Easton, Manager

Print Name

Address: _____

Address: _____

Signature

Print Name:

Address: _____

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026, by _____, as _____ 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: _____
Notary Public, State of _____
Commission #: _____
My Commission Expires: _____

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

WITNESSES:

CITY OF DORAL:

Signature

By: _____
Christi Fraga, Mayor

Print Name

Signature

Approved as to legal sufficiency:

City Attorney

Print Name

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

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

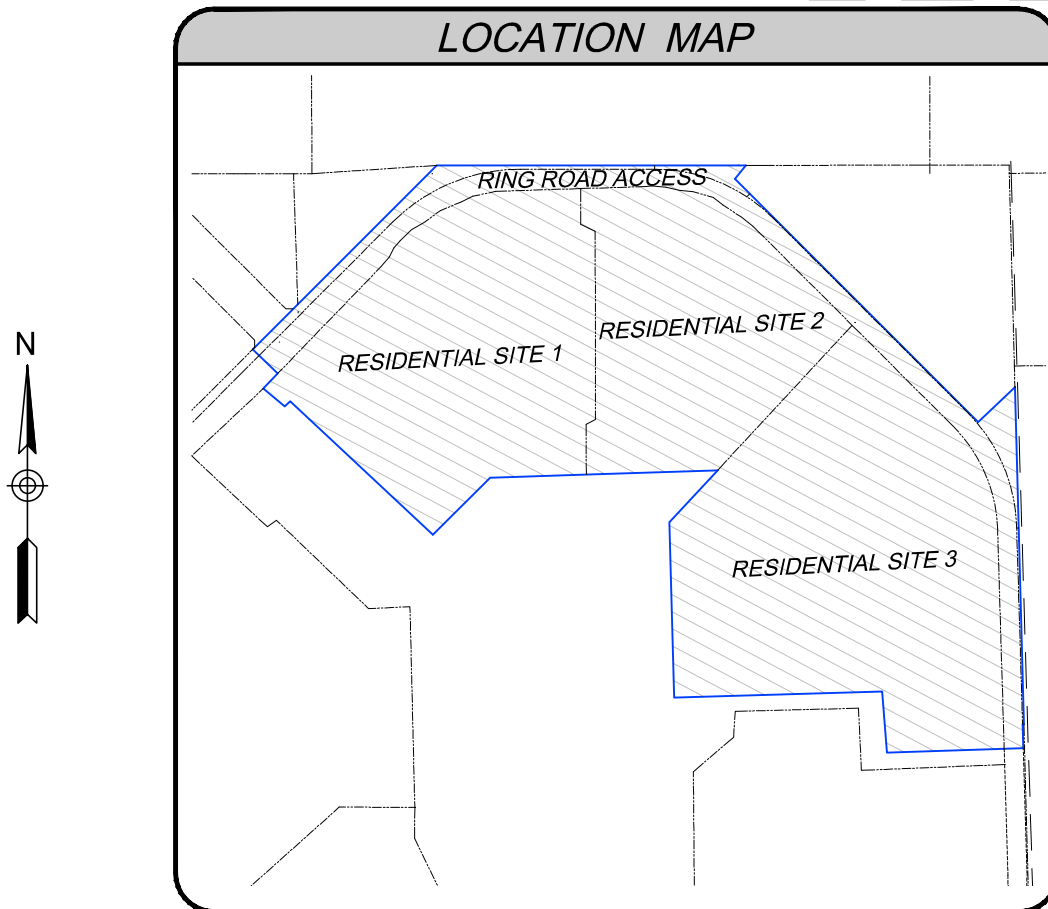
[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
(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

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:

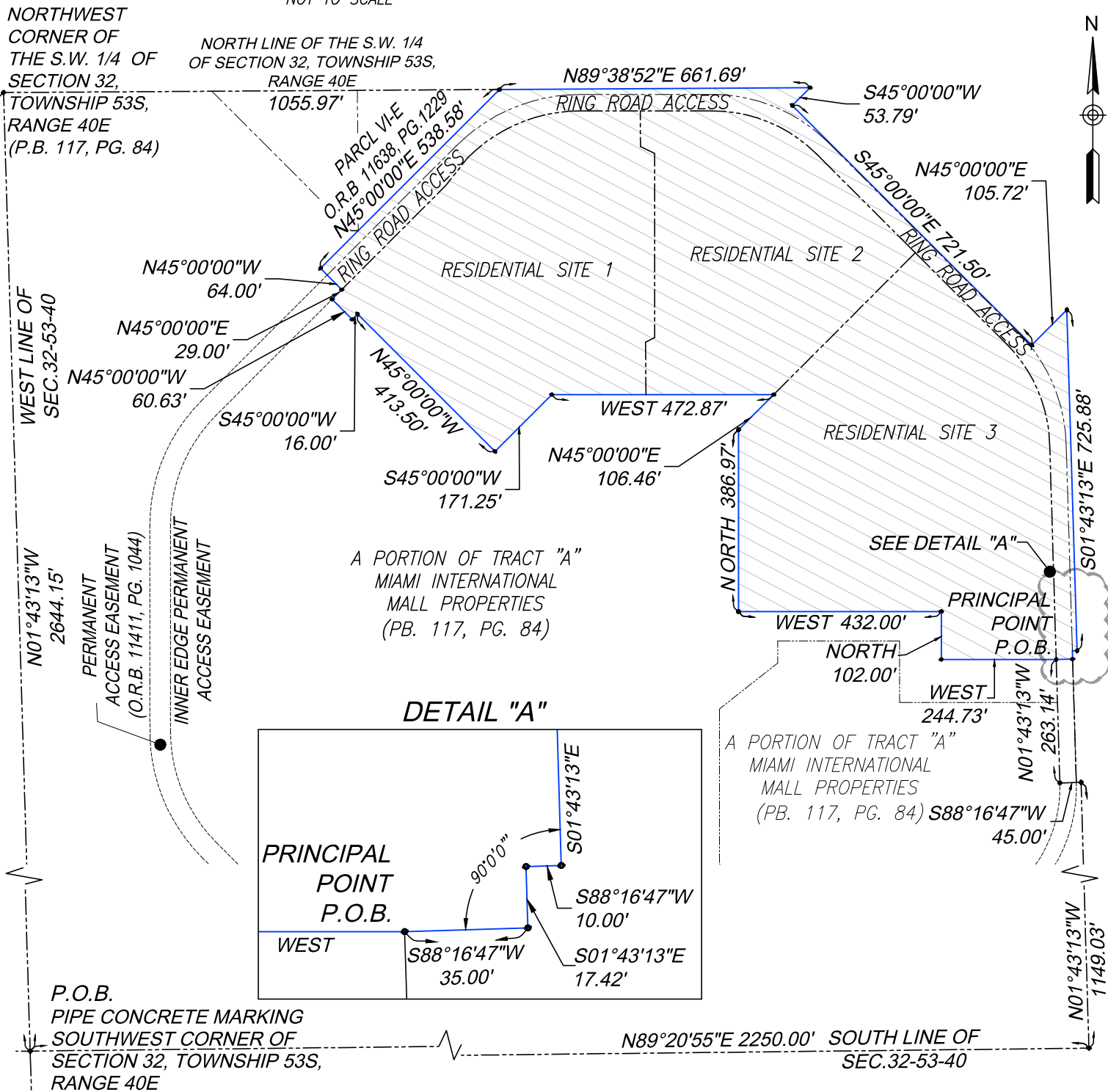
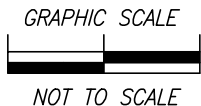
BY:

JOSE G. HERNANDEZ, PRESIDENT

PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

EXHIBIT "A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION THE PROPERTY



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.
DATE: 03/02/26

CHECKED BY: J.G.H.
SHEET 2 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 STATE OF FLORIDA.

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



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.

DATE: 03/02/26

CHECKED BY: J.G.H.

SHEET 3 OF 3 SHEETS

JOB NUM.: 155857

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

SURVEYOR'S CERTIFICATE

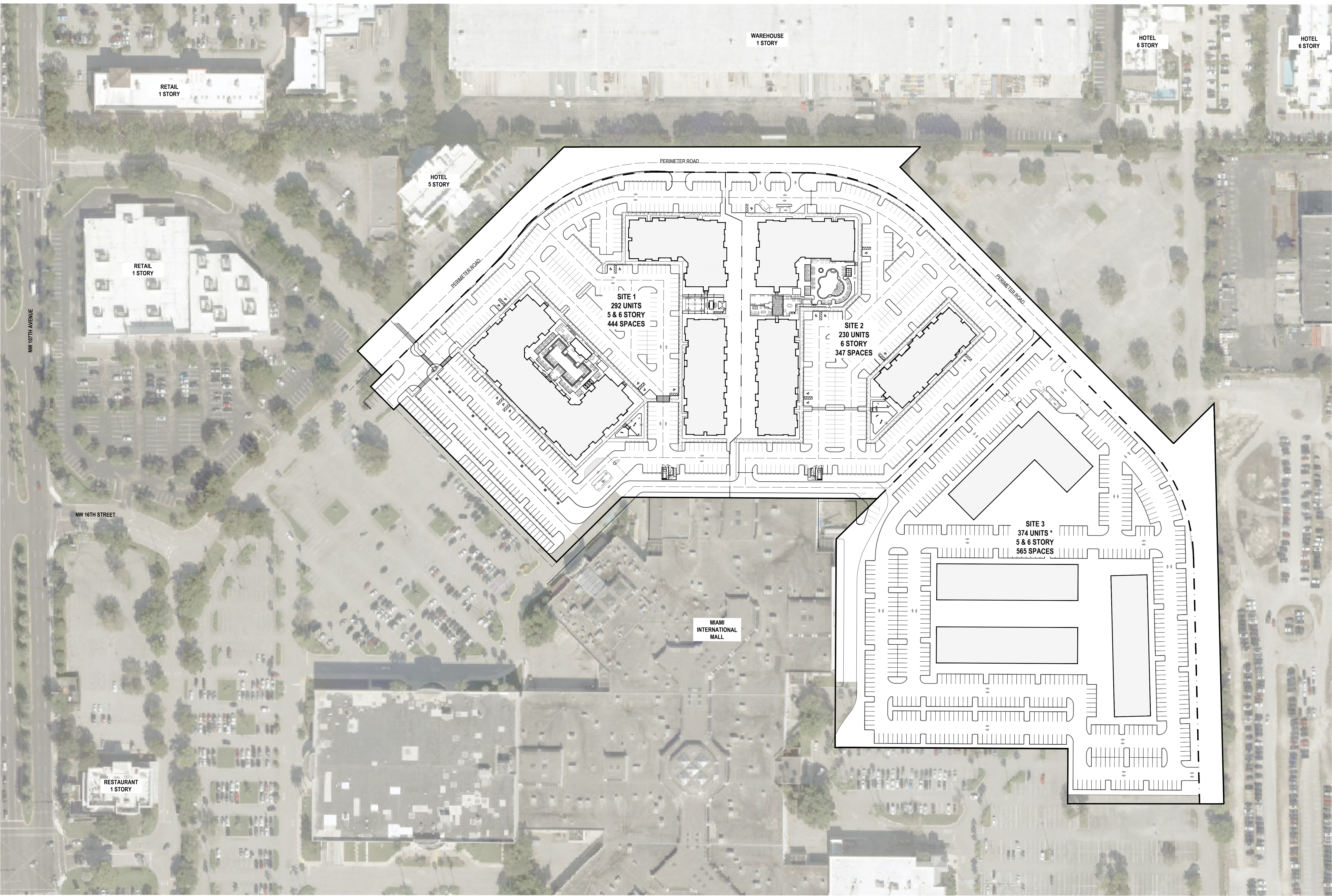
PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:

JOSE G. HERNANDEZ, PRESIDENT

PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

EXHIBIT "B"
(CONCEPTUAL MASTER SITE PLAN)



SITE DATA	
Property location	Miami International Mall
Folio	35-3032-008-0050, 35-3032-008-0010 35-3032-008-0140
Zoning District	Mall Mixed-Use
Future Land Use	Mall Mixed-Use
Proposed Use	Multifamily Residential
Site Area	1,115,659 sf / 25.612 acres
Density *	
Minimum	30.0 du/ac / 770.0 units
Maximum	35.0 du/ac / 896.0 units
* Site 1 & Site 2: Maximum 522 units permitted in accordance with Sec. 86-83 (Creative Excellence).	
* Site 3: Minimum of 248 units provided without density increase under Creative Excellence standards.	

- PROPERTY LINE
- LIMITS OF RESIDENTIAL PROJECT



DESIGNED FOR
THE EASTON GROUP & GREYSTAR

MIAMI INTERNATIONAL MALL DORAL, FL



CONCEPTUAL SITE PLAN FOR RESIDENTIAL SITES AT MIAMI INTERNATIONAL MALL

DATE: 05/05/2026

SCALE: 1" = 80'

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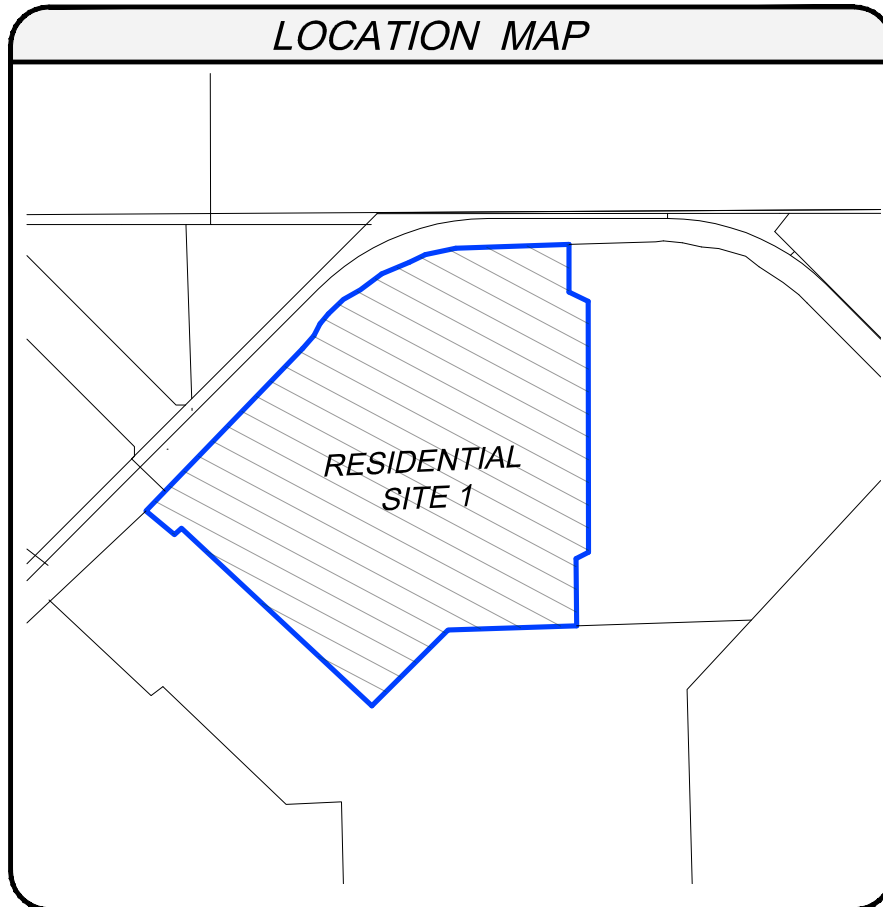
EXHIBIT "C"
(RESIDENTIAL PHASE 1 – SITE PLAN)

EXHIBIT "D"
(RESIDENTIAL PHASE 2 – SITE PLAN)

EXHIBIT "E"
(RESIDENTIAL PHASE 1 – SKETCH AND LEGAL DESCRIPTION)

**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

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DRAWN BY: C.A.F.
DATE: 05/15/26

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

JOB NUM.: 156059
F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

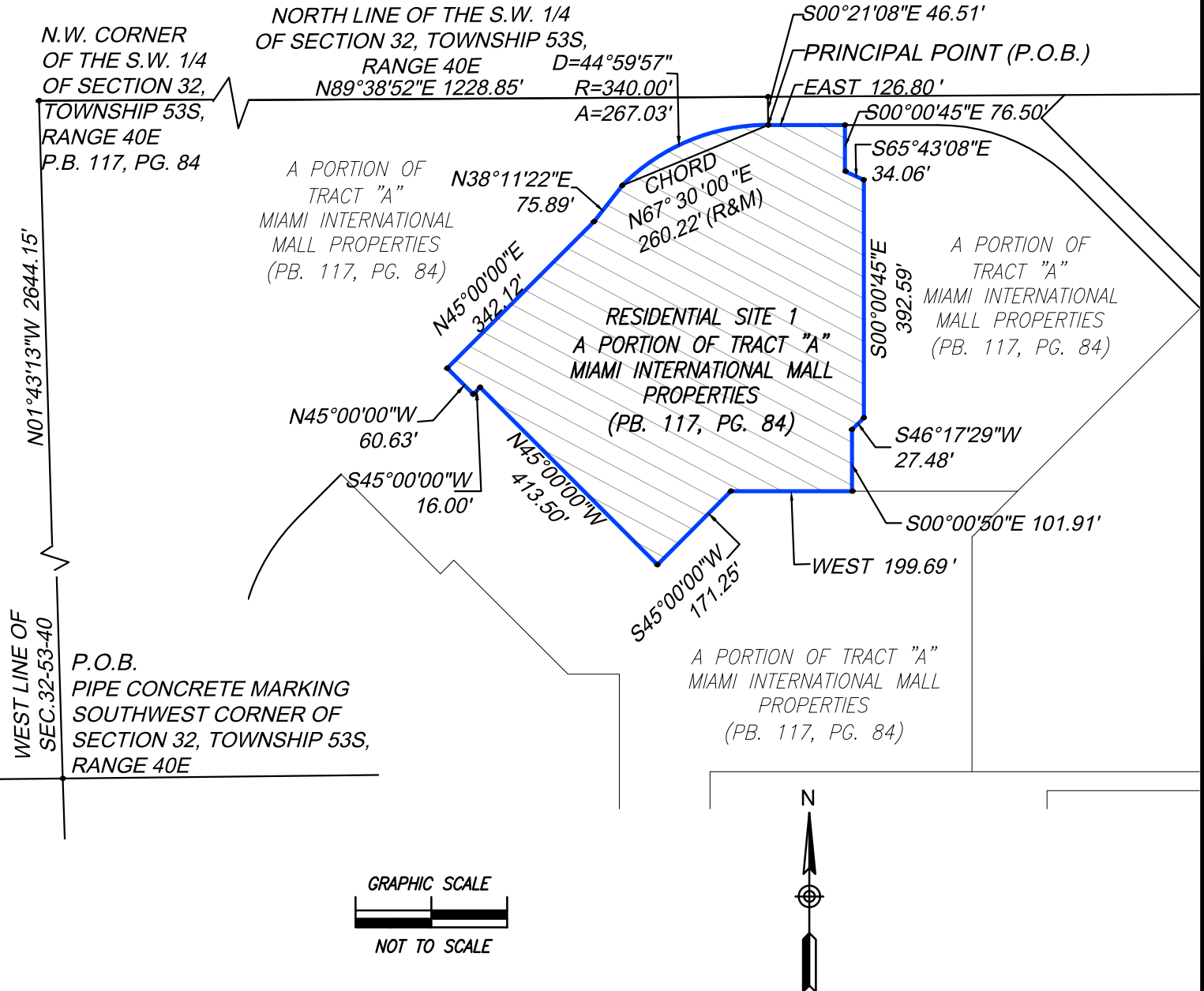
PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:

JOSE G. HERNANDEZ, PRESIDENT

PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION RESIDENTIAL SITE 1



J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS

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DRAWN BY: C.A.F.
DATE: 05/15/26

CHECKED BY: J.G.H.
SHEET 2 OF 3 SHEETS

JOB NUM.: 156059
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 STATE OF FLORIDA.

**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 LENGTH
P.O.B. DENOTES POINT OF BEGINNING



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LAND SURVEYORS AND MAPPERS

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DRAWN BY: C.A.F.
DATE: 05/15/26

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

JOB NUM.: 156059
F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:

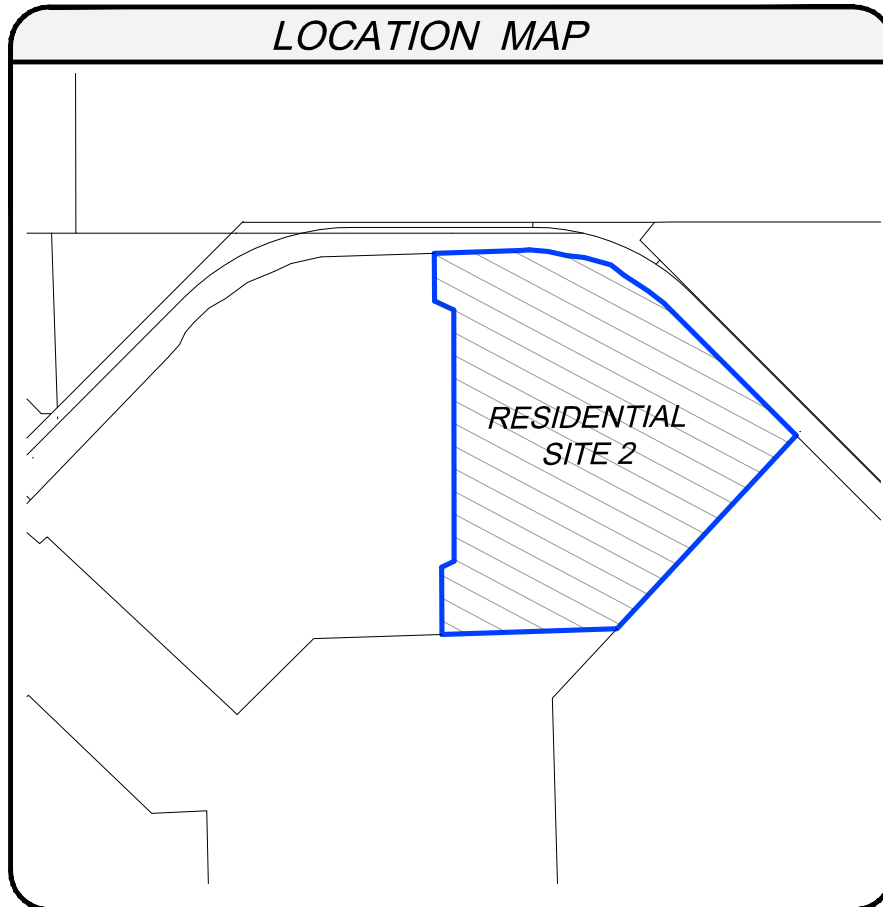
JOSE G. HERNANDEZ, PRESIDENT

PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

EXHIBIT "F"
(RESIDENTIAL PHASE 2 – SKETCH AND LEGAL DESCRIPTION)

**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.



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DRAWN BY: C.A.F.
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SHEET 1 OF 3 SHEETS

JOB NUM.: 156059
F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

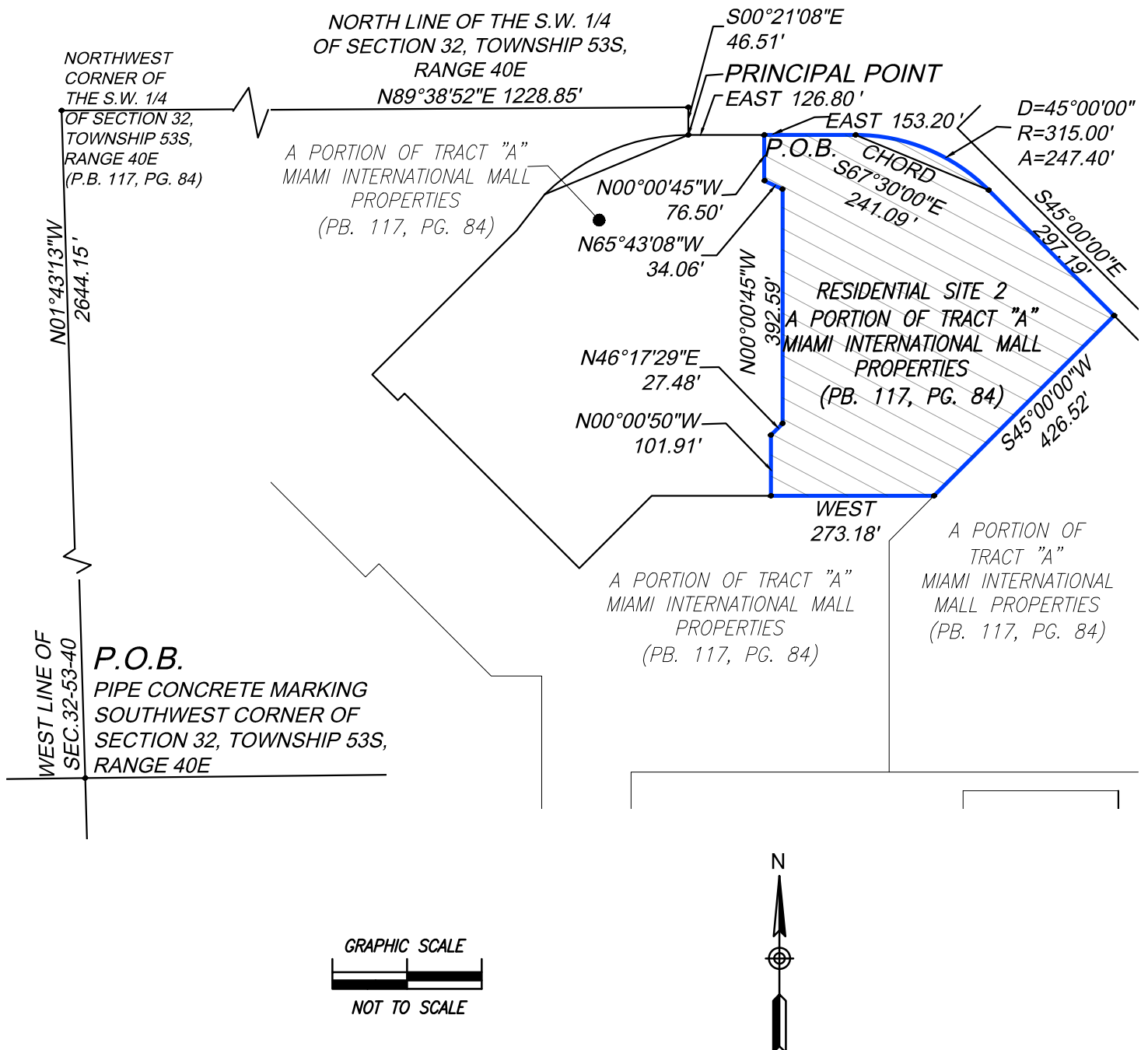
PREPARED UNDER MY SUPERVISION AND DIRECTION:

BY:

JOSE G. HERNANDEZ, PRESIDENT

PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION RESIDENTIAL SITE 2



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LAND SURVEYORS AND MAPPERS

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DRAWN BY: C.A.F.
DATE: 05/15/26

CHECKED BY: J.G.H.
SHEET 2 OF 3 SHEETS

JOB NUM.: 156059
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 STATE OF FLORIDA.

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

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DRAWN BY: C.A.F.
DATE: 05/15/26

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

JOB NUM.: 156059
F.B. N/A PG. N/A

SURVEYOR'S CERTIFICATE

PREPARED UNDER MY SUPERVISION AND DIRECTION:

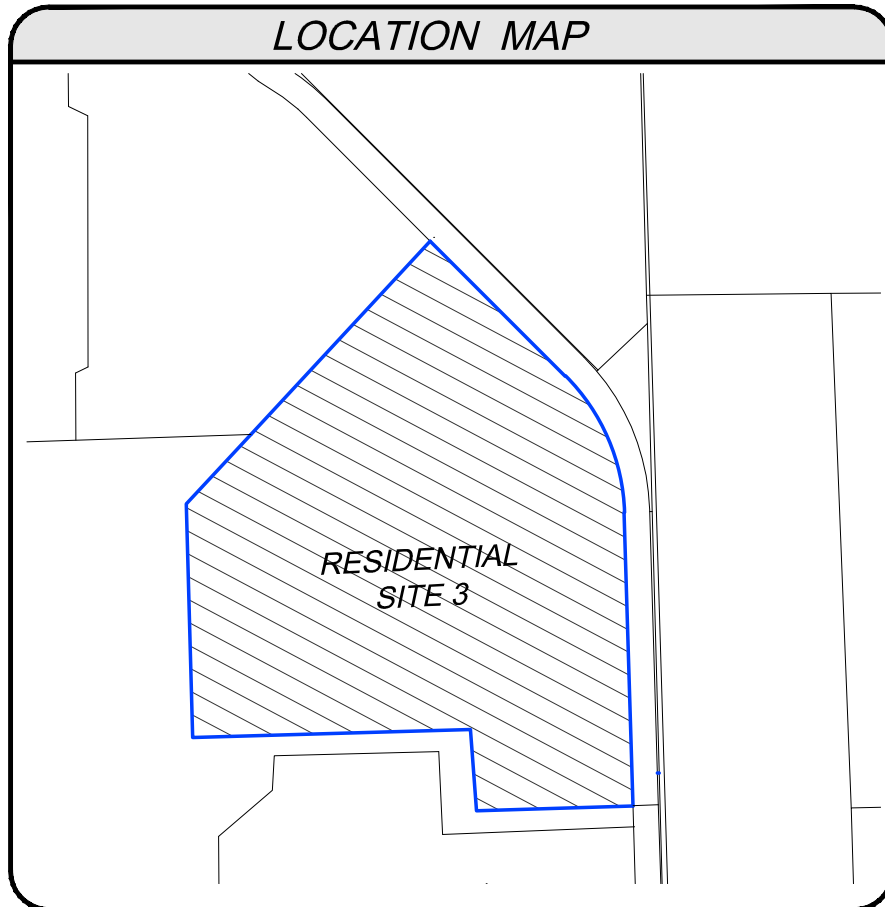
BY:

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

EXHIBIT "G"
(RESIDENTIAL PHASE 3 – SKETCH AND LEGAL DESCRIPTION)

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.



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LAND SURVEYORS AND MAPPERS
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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:

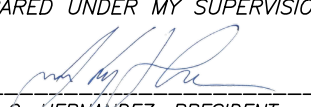
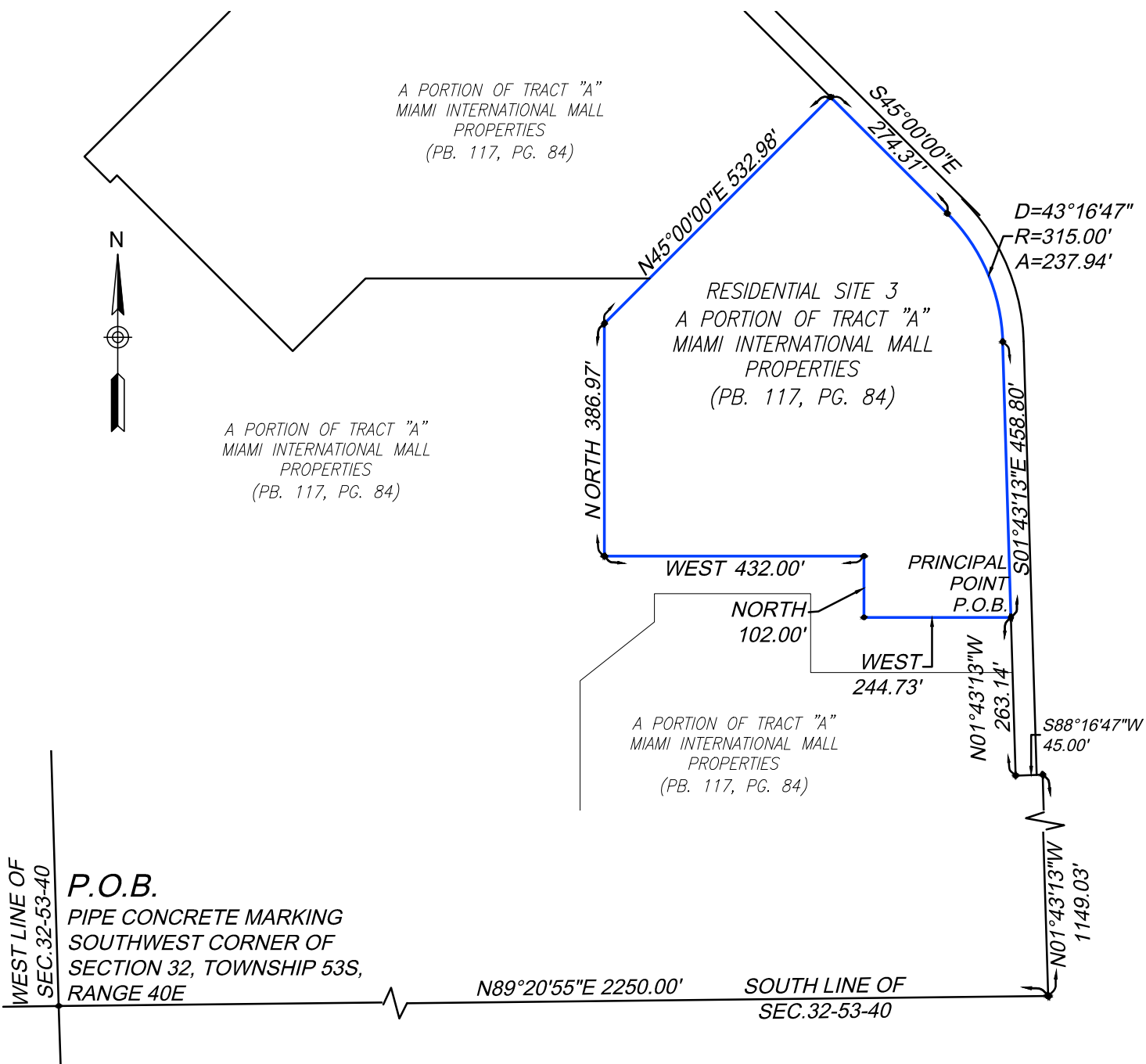

JOSE G. HERNANDEZ, PRESIDENT
PROFESSIONAL LAND SURVEYOR No. 6952 STATE OF FLORIDA.

EXHIBIT "D"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

RESIDENTIAL SITE 3



GRAPHIC SCALE

NOT TO SCALE



J. Hernandez & Associates Inc
LAND SURVEYORS AND MAPPERS
CERTIFICATE OF AUTHORIZATION No. LB8092

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

CHECKED BY: J.G.H.
SHEET 2 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 STATE OF FLORIDA.

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 LENGTH
- P.O.B. DENOTES POINT OF BEGINNING



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

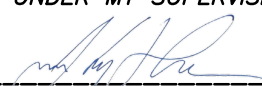
CHECKED BY: J.G.H.
SHEET 3 OF 3 SHEETS

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 STATE OF FLORIDA.

EXHIBIT "H"
(TRANSPORTATION IMPROVEMENTS)

Improvement
Installation of a traffic signal at the intersection of NW 107th Avenue and NW 15th Street.
Lengthen the southbound left turn lane at the intersection of NW 107th Avenue and NW 17th Street to provide 250 feet of vehicle storage.

The improvements identified above, will be completed prior to issuance of the final Certificate of Occupancy for Residential Phase 1.

JOINDER BY MORTGAGEE (IF APPLICABLE)
TO MASTER DEVELOPMENT AGREEMENT