

This instrument was prepared by:

Juan C. Valdes, Esq.
Quesada Valdes, PLLC
850 NW 42nd Avenue, Suite 205
Miami, Florida 33126

FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND OPERATING AGREEMENT

THIS FIRST AMENDEMENT TO DECLARATION OF EASEMENTS AND OPERATING AGREEMENT (this "First Amendment") is made and entered into this 8th day of January, 2025, by **Doral 107th Center, LLC**, a Florida limited liability company (the "Declarant") whose address is 3905 107th Avenue, Suite 501, Miami, Florida 33178.

RECITALS

A. Declarant is the owner of land more particularly described in Exhibit "A" attached hereto, and incorporated by reference, lying and situated in the City of Doral, Miami-Dade County, Florida (the "Property").

B. The Property consists of two (2) parcels, namely the Office Parcel as more particularly described in Exhibit "B" attached hereto, and incorporated herein by reference (the "Office Parcel") and the Retail Parcel, as more particularly described in Exhibit "C" attached hereto and incorporated by reference (the "Retail Parcel").

C. The Property is subject to a certain instrument entitled ["Covenant Running with the Land in Lieu of Unity of Title"] recorded on July 12, 2023, in Official Records Book 33789, at Page 2229 of the Public Records of Miami-Dade, County, Florida (as amended, restated, supplemented and replaced from time to time, the "Covenant").

D. The Covenant provides, *inter alia*, that Declarant will not convey portions of the Property to other parties (thereby creating multiple owners of legal title to the Property) unless the Property is bound by and subject to an "Easement and Operating Agreement", as more particularly described in the Covenant.

E. The Property is subject to that certain Declaration of Easements and Operating Agreement recorded in Official Records Book 33789, at Page 2238, in the Public Records of

Miami-Dade County, Florida, as re-recorded in Official Records Book 34285, at Page 750, in the Public Records of Miami-Dade County, Florida.

F. Declarant desires to enter into this First Amendment consistent with the terms and conditions set forth in the Covenant and Easement and Operating Agreement. Accordingly, this First Amendment, taken together with the Easement and Operating Agreement, is (and shall be deemed to be) the "Easement and Operating Agreement" contemplated by the Covenant for all purposes thereof.

NOW THEREFORE, in consideration of the premises, Declarant hereby declares as follows:

1. **Recitals**. The above recitals are true and correct and incorporated herein by reference.

2. Paragraph 2 of the Easement and Operating Agreement is hereby deleted in its entirety and replaced as follows:

2. **Grant of Easement**. Declarant hereby grants to all future owners of any parcel within the Property, and to their respective tenants, customers, invitees, and licensees subject to such reasonable limitations as shall be imposed by the owner and holder thereof, and reserves unto itself and its tenants, customers, invitees, and licensees, the non-exclusive right to the following easements, reservations, and agreements, which have been determined to be acceptable by the Director of the City of Doral Planning and Zoning Department, with all others referenced in the Covenant deemed waived:

- i. easements in the common area of each parcel for ingress to and egress from other parcels;
- ii. easements in the common area of each parcel for the passage and parking of vehicles;
- iii. easements in the common area of each parcel for the passage and accommodation of pedestrians;
- iv. easements for access roads across the common area of each parcel to public and private roadways;
- v. appropriate reservation of rights to dedicate road rights-of-way and curb cuts;
- vi. easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads;
- vii. easements in favor of each such parcel for building overhangs, other overhangs and projections encroaching upon such parcel from

- adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
- viii. appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like; and
 - ix. easement for access to and use thereof of all trash and receptacle areas.

3. Paragraph 3 of the Easement and Operating Agreement is hereby deleted in its entirety and replaced as follows:

3. Property Maintenance of Common Areas. In connection with the payment and responsibility of the maintenance, repair, replacement, and upkeep of the common areas, the following provisions shall apply to the Office Parcel and Retail Parcel:

A. General Provisions.

- i. Declarant and all future owners of any parcel within the Property shall maintain and keep in good repair the common areas, facilities and improvements referenced herein, and shall keep the same free and clear of rubbish and obstructions of every nature and shall provide adequate drainage and lighting thereon. The parking areas and rights-of-way for each parcel, shall be constructed in such manner as to meet at equal grades and no obstruction shall be erected or permitted upon either parcel that will in any way interfere with any rights granted by this First Amendment.
- ii. Common Area Manager. The Declarant and all future owners agree that the management and maintenance of the Common Areas, as more clearly defined in Paragraph 2, shall be conducted by a Common Area Manager. At the time this Agreement is entered into, the Common Area Manager shall be Declarant. In the event that the Declarant no longer owns any parcels of the Property, then the Common Area Manager shall be the then owner of the Office Parcel.
- iii. Delegation of Management. The Declarant and all future owners agree that the Common Area Manager may enter into an agreement, appointing a licensed and insured third party management company, to perform all or portions of the maintenance and repair of the Common Areas. Such agreement may provide for an administrative fee not exceeding seven percent (7%) of the costs incurred in maintaining and repairing the Common Areas. In such event each Owner shall be responsible to pay its respective Share: The Owner of the Office Parcel shall be responsible for seventy percent (70%) of the management fee and the Owner of the Retail Parcel shall be responsible for thirty percent (30%) of the management fee.

B. Expenses for Common Area Maintenance. The Common Area Manager shall be responsible for the collection, and remittance, of the payments towards the common area expenses serving the Property, including: (a) electrical; (b) waste; (c) water; (d) sewer; (e) maintenance to the lift station; (f) landscape; (g) janitorial; and (h) all other expenses that are necessary in order to perform the maintenance, repair and upkeep of the Property as required by the Easement and Operating Agreement, as amended from

time to time, which the Common Area Manager shall provide written notice of said necessary expenses upon at least 15 days prior notice, or such time as reasonable in the event of an emergency (the "Common Area Expenses").

i. Percentages of Common Area Expenses.

a). The Owner of the Office Parcel shall be responsible for the payment and/or contribution of seventy percent (70%) of the Common Area Expenses;

b). The Owner of the Retail Parcel shall be responsible for the payment and/or contribution of thirty percent (30%) of the Common Area Expenses.

ii. Estimates and Reconciliation.

a. The Common Area Manager, shall provide the owner of the Retail Parcel an estimate by the 1st day of February of each calendar year of the estimated amount of the Common Area Expenses for the upcoming year. The Owner of the Retail Parcel shall pay the Owner of the Office Parcel, or its designated Common Area Manager, its proportionate share of the Common Area Expenses per month, to the address provided by the Owner of the Office Parcel, as may be amended from time to time, by no later than the 10th day of each month. By January 15th of each calendar year, the Owners of the Office Parcel and Retail Parcel shall reconcile the actual Common Area Expenses incurred in the prior calendar year, and the necessary allocations/reallocations shall be made between the Owner of the Office Parcel and Retail Parcel; to wit, in the event that either the Office Parcel or Retail Parcel Owner: (a) made any overpayments, then said Owner shall receive a credit to the subsequent years payment, or made any underpayments, then said shortfall shall be paid and reimbursed within thirty (30) days

C. Capital Expenditures. The Common Area Manager shall be responsible for the collection, and remittance, of the payments towards the capital expenditure payments needed for the maintenance, repair, and replacement of the necessary capital improvements that may become necessary for the Property, including but not limited to: (a) parking repaving, resurfacing, and/or restriping; (b) lift station (major repairs and/or replacement); (c) infrastructure to plumbing, sewer, and electrical within the Common Areas of the Property; and (d) trash and receptacle areas (the "Capital Expenditures"). As used herein, the Capital Expenditures shall specifically exclude any capital improvements related to or affecting only the building structures located on the Retail Parcel or Office Parcel, respectively (i.e. the strip retail building and office building).

i. Percentages of Capital Expenditures.

a). The Owner of the Office Parcel shall be responsible for the payment and/or contribution of seventy percent (70%) of the Capital Expenditures;

b). The Owner of the Retail Parcel shall be responsible for the payment and/or contribution of thirty percent (30%) of the Capital Expenditures.

ii. Notice of Capital Expenditure. In the event that the Common Area Manager determines that a Capital Expenditure is necessary, the Office Parcel Owner

shall provide the Retail Parcel Owner with written notice thereof (the "Capital Expenditure Notice"), advising of the nature of the Capital Expenditure, the contractor or vendor to perform the work, and the total cost of the Capital Expenditure. Retail Parcel Owner shall pay Office Parcel Owner its 30% proportionate share of the Capital Expenditure within sixty (60) days from the Capital Expenditure Notice.

iii. Management Fee for Capital Expenditures. The Common Area Manager shall be entitled to a fee of seven percent (7%) of the amount of the Capital Expenditure, of which the Owner of the Office Parcel shall be responsible for seventy percent of the (70%) of the management fee and the Owner of the Retail Parcel shall be responsible for thirty (30%) of the management fee.

D. The City of Doral is not a party to, nor bound by, the provisions of Paragraph 3(A), 3(B) or 3(C) herein.

4. **Default and Remedies.**

i) Default of Performance. If any Owner shall default in the performance of an obligation under the Easement and Operating Agreement, as amended from time to time, such Owner ("Defaulting Owner"), which default affects the Owner of another Parcel or any occupant thereof ("Affected Party"), in addition to all other remedies it may have at law or in equity, after ten (10) days' prior written notice to the Defaulting Owner and any holder of a mortgage, shall have the right to perform such obligation on behalf of the Defaulting Owner. In such event, the Defaulting Owner shall promptly reimburse the Affected Party the cost thereof, together with interest thereon from the date of Default.

ii. Lien Rights. Any such claim for reimbursement, together with interest thereon, shall be secured by a lien on the Parcels and improvements thereon, which lien shall be effective upon recording of a notice thereof in accordance with Florida Statutes in the Office of the Clerk of the County in which the Parcel is located. The lien shall be subordinate to any mortgage or deed of trust now or hereafter affecting the subject Parcel which is of record prior to the date upon which notice of the lien is filed in the said Clerk's office.

4. **Covenant Running with the Land.** The easements hereby granted and the requirements herein contained shall run with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including, any subsequent owners of all or any part of the premises described in Exhibit "A" hereof, and all persons claiming under them.

IN WITNESS WHEREOF, the parties have signed this First Amendment as of the day and year first above written.

WITNESSES:

Print Name: Isabel Calderon

Print Name: Jocelyn Sanchez

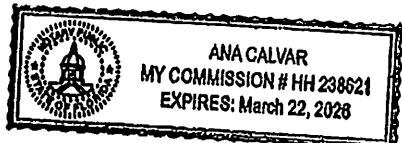
DORAL 107TH CENTER, LLC, a Florida limited liability company

By: Benito Irastorza, Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 17th day of December, 2024, by Benito Irastorza, as Manager of Doral 107th Center, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ identification.

[Notary Seal]



Notary Public

ANA CALVAR

Name typed, printed or stamped

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

EXHIBIT "B"

LEGAL DESCRIPTION OF OFFICE PARCEL

A PARCEL OF LAND BEING THAT PORTION OF TRACT 28 LYING WEST OF THE EAST 896.21 FEET OF SAID TRACT 28, OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL IN SECTION 29, TOWNSHIP 53 SOUTH, RANGE 40 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT "A", OF "CANTEL WEST SUBDIVISION", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 153, AT PAGE 41 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE, ALONG THE EAST RIGHT-OF-WAY LINE OF N.W. 107th AVENUE, S01°44'50"E, FOR 95.53 FEET TO A POINT OF INTERSECTION WITH A LINE THAT IS 95.53 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID TRACT "A", SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HERINAFTER DESCRIBED PARCEL OF LAND; THENCE, ALONG SAID PARALLEL LINE, N89°43'16"E, FOR 345.84 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 896.21 FEET OF SAID TRACT "28"; THENCE, ALONG A SAID WEST LINE, S01°45'07"E, FOR 199.67 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF N.W. 36th STREET; THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE, S89°43'42"W, FOR 295.18 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, SAID CURVE HAS A RADIUS OF 52.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 88°31'28" FOR AN ARC DISTANCE OF 80.34 FEET TO A POINT OF TANGENCY ALONG SAID EAST RIGHT-OF-WAY LINE OF N.W. 107th AVENUE; THENCE, ALONG A SAID EAST RIGHT-OF-WAY LINE, N01°44'50"W, FOR 148.95 FEET TO THE POINT OF BEGINNING.

ALL SAID LANDS LYING AND SITUATED IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA, AND CONTAIN 68,478 SQUARE FEET, AND/OR 1.57 ACRES MORE OR LESS.

EXHIBIT "C"

LEGAL DESCRIPTION OF RETAIL PARCEL

A PARCEL OF LAND BEING THAT PORTION OF TRACT 28 LYING WEST OF THE EAST 896.21 FEET OF SAID TRACT 28, OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 17 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL IN SECTION 29, TOWNSHIP 53 SOUTH, RANGE 40 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF TRACT "A", OF "CANTEL WEST SUBDIVISION", ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 153, AT PAGE 41 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE, ALONG THE SOUTH LINE SAID TRACT "A", N89°43'16"E, FOR 345.83 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 896.21 FEET OF SAID TRACT "28"; THENCE, ALONG A SAID WEST LINE, S01°45'07"E, FOR 95.53 FEET TO A POINT OF INTERSECTION WITH A LINE THAT IS 95.53 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH LINE; THENCE, ALONG SAID PARALLEL LINE, S89°43'16"W, FOR 345.84 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF N.W. 107th AVENUE; THENCE, ALONG A SAID EAST RIGHT-OF-WAY LINE, N01°44'50"W, FOR 95.53 FEET TO THE POINT OF BEGINNING.

ALL SAID LANDS LYING AND SITUATED IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA, AND CONTAIN 33,027 SQUARE FEET, AND/OR 0.76 ACRES MORE OR LESS.

JOINDER BY MORTGAGEE
TO FIRST AMENDMENT EASEMENT AND OPERATING AGREEMENT

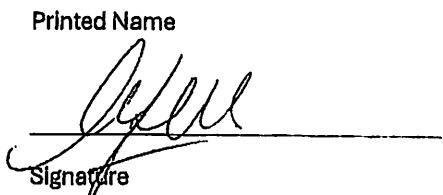
The undersigned, AMERANT BANK, N.A., and mortgagee ("Mortgagee") under that certain mortgage from Mortgage, in favor of Amerant Bank, N.A. f/k/a Mercantil Bank, N.A. f/k/a Commerce Bank, N.A., a National Banking Association, recorded September 07, 2001 in Official Records Book 19887, Page 4307; Modification Agreement recorded February 21, 2003 as Book 21045, Page 2886 of Official Records; Modification Agreement recorded April 14, 2005 as Book 23274, Page 1363 of Official Records; Modification Agreement recorded April 18, 2005 as Book 23283, Page 1408 of Official Records; Modification Agreement recorded April 19, 2005 as Book 23288, Page 4947 of Official Records; Modification Agreement recorded December 22, 2005 as Book 24080, Page 858 of Official Records; Modification Agreement recorded October 24, 2007 as Book 26007, Page 929 of Official Records; Modification Agreement recorded June 23, 2011 as Book 27732, Page 1058 of Official Records; Modification Agreement recorded April 13, 2017 as Book 30494, Page 1013 of Official Records; Modification Agreement recorded June 5, 2024 as Book 34258, Page 2936 of Official Records; and Assignment of Rents and Leases in favor of AMERANT BANK N.A. recorded September 07, 2001, in Book 19887, Page 4334 of Official Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Easement and Operating Agreement (the "Covenant") does hereby acknowledge that the terms of the Covenant are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 17th day of DECEMBER, 2024.

WITNESSES:


Signature

YVONNE BOUCMAN
Printed Name


Signature

Frank Gambin

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


By: _____
Name: FRANCISCO GAMBIN
Title: EXECUTIVE VICE PRESIDENT

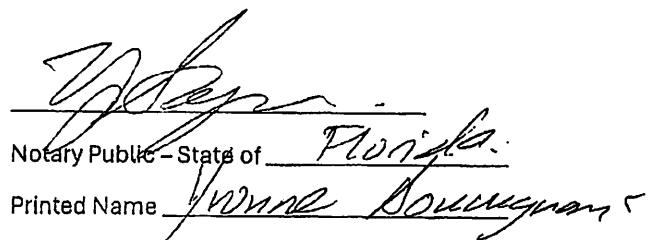
Address: 220 AUTUMN CREEK
CONCABLES, PL 33134

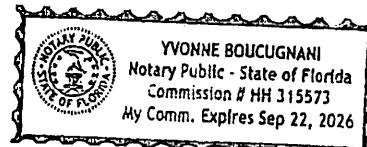
Printed Name

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

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of DECEMBER, 2024, by FRANCISCO GAMIN, as
BANKER/VICE PRESIDENT of AMERANT BANK, N.A., a national banking association, on behalf of the
corporation. He/She is personally known to me or has produced _____, as
identification.

My Commission Expires:


Notary Public - State of Florida.
Printed Name YVONNE BOUCUGNANI



WITNESSES:


Print Name: J. Decker


Print Name: Genni M. Perez

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

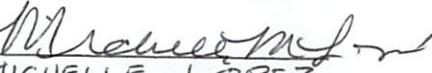
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of January, 2027, by J. Cruz, in his/her capacity as Interim Director Planning & Zoning of the City of Doral, Florida, who is personally known to me or has produced _____ identification.

[Notary Seal]



MUNICIPALITY:

THE CITY OF DORAL, FLORIDA
BY ITS AUTHORIZED REPRESENTATIVE

By: 
Name: MICHELLE LOPEZ
Title: INTERIM DIRECTOR OF PLANNING AND ZONING


Notary Public
Juanita Cruz
Name typed, printed or stamped

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Name: LORENZO COBIELLA
Title: CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of January, 2024, by J. Cruz, in his/her capacity as City Attorney of the City of Doral, Florida, who is personally known to me or has produced _____ identification.

[Notary Seal]

Notary Public

Juanita Cruz

Name typed, printed or stamped

