

This instrument was prepared by:

Mark K. Somerstein, Esq.
GREENSPOON MARDER LLP
200 East Broward Boulevard, Suite 1500
Fort Lauderdale, Florida 33301

(Space reserved for Clerk)

COVENANT RUNNING WITH THE LAND
IN LIEU OF UNITY OF TITLE

This **COVENANT RUNNING WITH THE LAND IN LIEU OF UNITY OF TITLE** ("Covenant") is made and entered into this 11 day of JUNE, 2019, by **BEP II LIMITED PARTNERSHIP**, a Nevada limited partnership with an address of 1391 Sawgrass Corporate Parkway, Sunrise, Florida 33323, which executes this instrument in its capacity as current "Owner" (as such term is hereafter defined).

WHEREAS, Owner holds the fee simple title to the land in the City of Doral, Florida, described in Exhibit "A," attached hereto and made a part hereof, hereinafter called the "Property,"

WHEREAS, Owner intends that the Property be developed:

Business & Commercial Use

WHEREAS, the Property is currently developed with commercial uses and Owner intends that additional buildings may be developed on the Property, and

WHEREAS, Owner may wish to convey a portion of the Property from time to time, this instrument is executed in order to assure that the additional development of the Property with future multiple ownership, will not violate the City of Doral Land Development Code,

WHEREAS, Owner may wish to further convey portions of the Property from time to time, and may wish to develop the same in phases or stages, and are executing this instrument to assure the **CITY OF DORAL** that the development will not violate the City of Doral Land Development Code when it is so developed.

NOW THEREFORE, in consideration of the premises, Owner hereby freely, voluntarily, and without duress agree as follows:

1. This Covenant on the part of the Owner shall constitute a covenant running with the land and will be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the heirs, successors, and assigns of the respective parties hereto, until such time as the same is released in writing as hereinafter provided.

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2. The Property may be developed only in substantial conformity with the conceptual master plan/site plan entitled, "**DORAL MULTI TENANT RETAIL DEVELOPMENT**," as prepared by **MODIS ARCHITECT** dated February 28, 2019, and approved by the City of Doral on April 24, 2019 and consisting of eleven (11) sheets, and as modified from time to time, (the "**Plan**"). No modification shall be effected in said Plan except in accordance with paragraphs 4 and 5 of this Covenant provided the same is also approved by the Director of the **CITY OF DORAL PLANNING AND ZONING DEPARTMENT** or her/his successor.

3. Owner, its mortgagees, and, in the event additional ownership(s) exist or are created subsequent to the Plan approval, each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this Covenant. Owner further agrees that Owner will execute and mutually deliver in recordable form, an instrument to be known as an "Easement and Operating Agreement" which shall, unless waived by the City of Doral, contain, among other things:

(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) easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;

(vi) easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

(vii) easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;

(viii) easements on each parcel for attachment of buildings;

(ix) easements on 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;

(x) appropriate reservation of rights to grant easements to utility companies;

(xi) appropriate reservation of rights to dedicate road rights-of-way and curb cuts;

(xii) easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and

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(xiii) appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like.

The above easement provisions or portions thereof may be waived by the Director of the **CITY OF DORAL PLANNING AND ZONING DEPARTMENT** or his/her successor, if they are not applicable to the subject development. When executed, the Easement and Operating Agreement shall not be amended without the prior written approval of the City Attorney of the City of Doral. Such Easement and Operating Agreement may contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, all to the end that although the Property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

4. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then Owners of the Property, and the Director of the **CITY OF DORAL PLANNING AND ZONING DEPARTMENT**, acting for and on behalf of the City of Doral, Florida, or his/her successor, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.

5. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument executed by the then owners of the Property, or, failing that, the written consent of the then owners, and so long as the same is also approved by the Director of the **CITY OF DORAL PLANNING AND ZONING DEPARTMENT** or her/his successor. Should this Covenant be so released, amended or modified, the Director of the **CITY OF DORAL PLANNING AND ZONING DEPARTMENT** or her/his successor, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Notwithstanding anything herein to the contrary, in the event that any portion of the Property is (i) submitted to a condominium or other association form of ownership (the condominium association governing such property, a "**Condominium Association**") or (ii) conveyed to a master association, (such association, a "**Master Association**"), any consent or approval required for either modification of the plan or modification amendment or release of this Covenant, by the owners of the portions of the Property which (x) have been submitted to the condominium form of ownership or (y) conveyed to a Master Association, shall be granted or withheld by the Condominium Association or Master Association, as applicable. For the avoidance of doubt, persons or entities who own units within a portion of the Property which has been submitted to the condominium or property owner form of ownership and members of a Master Association, shall not be Owners for purposes of this Covenant.

6. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this Covenant 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 attorney, including on appeal. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

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7. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.

8. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

9. In the event of a violation of this Covenant, in addition to any other remedies available, the City of Doral is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Covenant is complied with.

10. As used in this instrument "Owner" shall mean at any point in time the then owner of all or any portion of the Property. Upon any conveyance or transfer, the transferor shall cease to be Owner and the transferee shall become Owner as to the parcel conveyed or transferred.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]


IN WITNESS whereof, the parties have signed this Covenant as of the day and year first above written.

WITNESSES:

OWNER:



Signature
Lyndsey Perez
Print Name


Signature
Ashley DeSantis
Print Name

BEP II LIMITED PARTNERSHIP, a Nevada limited partnership

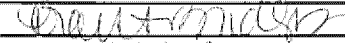
By: BEP II, INC., General Partner

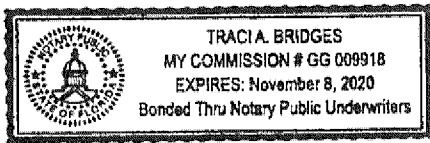
By: 
ORLI TEITELBAUM, Treasurer

STATE OF Florida)
COUNTY OF Broward)SS:

The foregoing instrument was acknowledged before me this 17th day of May, 2019, by ORLI TEITELBAUM, as Treasurer of BEP II, INC., as General Partner of BEP II LIMITED PARTNERSHIP, a Nevada limited partnership, on behalf of the said limited partnership and for the purposes stated above. He/she personally appeared before me, is personally known to me or produced personally known as identification, and [did] [did not] take an oath.

[NOTARIAL SEAL]

Notary: 
Print Name: Tricia A. Bridges



OWNER(S) SIGNATURE PAGE

CONSENT OF CITY OF DORAL

The foregoing Covenant Running with the Land in Lieu of Unity of Title is accepted by the **CITY OF DORAL**.

Signed, witnessed, executed and acknowledged at Doral, Florida, on this 11 day of June, 2019.

WITNESSES:

Michael P. Ferrera
Signature

Michael P. Ferrera
Print Name

Olga M. Garcia
Signature

OLGA M. GARCIA
Print Name

**CITY OF DORAL
PLANNING & ZONING DEPT.**

By: Javier Gonzalez
**ACTING PLANNING AND ZONING
DIRECTOR**

Approved as to legal sufficiency:
[Signature]
CITY ATTORNEY

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

I HEREBY CERTIFY that on this 11 day of JUNE, 2019, before me personally appeared JAVIER B. GONZALEZ, personally known to me as the Acting Director of the **CITY OF DORAL PLANNING AND ZONING DEPARTMENT**, who is described herein and who executed the foregoing instrument, and he did acknowledge to me the execution thereof for the uses and purpose mentioned and his capacity as Acting Director of the **CITY OF DORAL PLANNING AND ZONING DEPARTMENT**.



[Signature]
Notary Public
My Commission Expires: MARCH 10, 2023
Print Name: JOAN-MAUREEN ROJAS

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

TRACT A OF DORAL MARKETPLACE, A SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 153, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT A

34725.0004
40013343.4

AUTHORIZING RESOLUTION

THE UNDERSIGNED Secretary of **BEP II, INC.** (the "Company"), the general partner of **BEP II LIMITED PARTNERSHIP** ("Owner"), do hereby certify that Orli Teitelbaum, as Treasurer of **BEP II, Inc.**, has been authorized by the Company, as General Partner of the Owner, to enter into the Covenant Running With the Land in Lieu of Unity of Title.



Laura Ellingsworth, Secretary
Dated: May 17, 2019

OPINION OF TITLE**To: CITY OF DORAL, FLORIDA**

With the understanding that this Opinion of Title is furnished to the **CITY OF DORAL, FLORIDA**, as inducement for acceptance of a Covenant in Lieu of Unity of Title, it is hereby certified that I have examined the Commitment For Title Insurance prepared by **WFG NATIONAL TITLE INSURANCE COMPANY** under File No. FL19161504 covering the period from the beginning to April 26, 2019, at the hour of 11:59 p.m., inclusive of the following described property:

*Tract A of **DORAL MARKETPLACE**, a Subdivision, according to the Plat thereof, as recorded in Plat Book 153, Page 17 of the Public Records of Miami-Dade County, Florida.*

Based upon my review of the Commitment For Title Insurance, I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

BEP II LIMITED PARTNERSHIP,
a Nevada limited partnership ("Owner")

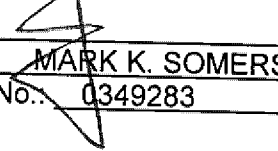
Subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:** NONE.
2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:** See Exhibit A attached.
3. **GENERAL EXCEPTIONS:** See Exhibit A attached.
4. **SPECIAL EXCEPTIONS:** See Exhibit A attached.
5. **UPDATE OF PUBLIC RECORDS OF MIAMI-DADE COUNTY:** See Exhibit B attached hereto.

Based solely on our review of the Certificate of Limited Partnership dated December 17, 1998, the person authorized to sign on behalf of the Owner is **Orli Teitelbaum**, as Treasurer of **BEP II, INC.**, as General Partner of the Owner.

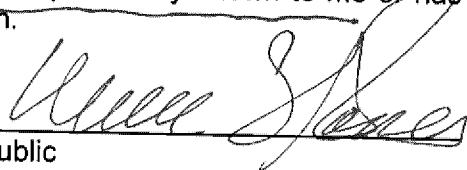
I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 22 day of May, 2019.

By: 
Print Name: MARK K. SOMERSTEIN
Florida Bar No.: 0349283

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 22 day of May, 2019, by **MARK K. SOMERSTEIN**, who is personally known to me or has produced _____ as identification.


Notary Public

Print Name _____

My commission Expires:

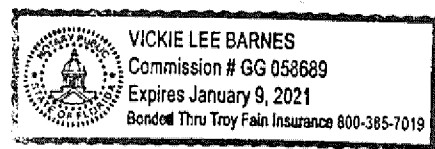


Exhibit A



COMMITMENT FOR TITLE INSURANCE
 Issued By
WFG NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Greenspoon Marder LLP
 Issuing Office: 200 East Broward Boulevard, Suite 1800
 Ft. Lauderdale, FL 33301

Commitment No.: FL19161504
 Issuing Office File No: Doral Winn Dixie

ALTA Universal No.: NA
 Loan ID No:
 Property Address: 10505 NW 41st St, Doral, FL 33178
 Revision No:

SCHEDULE A
AMERICAN LAND TITLE ASSOCIATION COMMITMENT

1. Commitment Date: April 26, 2019 @ 11:59 pm
2. Proposed Policy or Policies to be issued:
 Owner's Policy: \$1,000.00
 (Amended 6-17-2006 with Florida modifications)
 Proposed Insured: a Florida limited liability company to be determined
3. The estate or interest in the land described or referenced in this Commitment is:
Fee Simple
4. Title of the estate or interest in the land is at the Commitment Date vested in:
BEP II Limited Partnership, a Nevada limited partnership
5. The land referred to in this Commitment is described as follows:

See Attached Schedule A

Greenspoon Marder LLP

 Authorized Signatory

COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY
Schedule A (Continued)

Issuing Office File No.: FL19161504

Tract A, of DORAL MARKETPLACE, a Subdivision, according to the Plat thereof, as recorded in Plat Book 153, Page 17 of the Public Records of Miami-Dade County, Florida.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions. -

ALTA Commitment 08-01-2016 with Florida Modifications
WFG Form No 3173812



COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B, PART I
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
REQUIREMENTS

All of the following Requirements must be met:

1. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
2. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.
3. Pay the premiums, fees and charges for the policy.
4. Pay all taxes, charges, assessments levied and assessed against subject premises, which are due and payable.
5. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded, specifically as follows:
 - A. Warranty Deed from BEP II Limited Partnership, a Nevada limited partnership to a Florida limited liability company to be determined, and attached to the instrument must be an affidavit satisfactory to the Company and in accordance with Florida Statutes Section 620.605(1) or Section 620.8303 establishing: the names of all the partners, and stating that the Partnership is currently in existence, and that the partner(s) executing the instrument have authority to do so, and also stating that neither the partners nor the Partnership have been in bankruptcy during the existence of the Partnership, and that any corporate partners have not been dissolved.
6. The name(s) of the proposed insured and amount of insurance under the policy must be furnished and this commitment is subject to such further exceptions and/or requirements as may then be deemed necessary.
7. In order to delete any exceptions for liens relating back to the Notice of Commencement recorded November 7, 2018 in Official Records Book 31210, page 2503, the following must be completed:
 - a. Record Notice of Termination together with the Contractor's Final Payment Affidavit and Lien Release pursuant to Section 713.132 F.S. terminating the Notice of Commencement. The Notice of Termination must be sworn to and subscribed to by the owner and properly served upon the contractor, each person who gave a notice to owner, and each person who had a direct contract with the owner.
 - b. Obtain Final Waivers and Releases of Lien from each entity shown as unpaid in Contractor's Final Payment Affidavit and from each entity shown as having given notice to owner.
 - c. Obtain Indemnity Agreement executed by the owner and any other party requested by the Company.

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ALTA Commitment 08-01-2016 with Florida Modifications
WFG Form No 3173812

- d. Comply with any additional requirements made by the Underwriting Department.
8. In order to delete any exceptions for liens relating back to the Notice of Commencement recorded February 5, 2019 in Official Records Book 31314, page 1213, the following must be completed:
- a. Record Notice of Termination together with the Contractor's Final Payment Affidavit and Lien Release pursuant to Section 713.132 F.S. terminating the Notice of Commencement. The Notice of Termination must be sworn to and subscribed to by the owner and properly served upon the contractor, each person who gave a notice to owner, and each person who had a direct contract with the owner.
 - b. Obtain Final Waivers and Releases of Lien from each entity shown as unpaid in Contractor's Final Payment Affidavit and from each entity shown as having given notice to owner.
 - c. Obtain Indemnity Agreement executed by the owner and any other party requested by the Company.
 - d. Comply with any additional requirements made by the Underwriting Department.
9. In order to delete any exceptions for liens relating back to the Notice of Commencement recorded February 8, 2019 in Official Records Book 31319, page 2316, the following must be completed:
- a. Record Notice of Termination together with the Contractor's Final Payment Affidavit and Lien Release pursuant to Section 713.132 F.S. terminating the Notice of Commencement. The Notice of Termination must be sworn to and subscribed to by the owner and properly served upon the contractor, each person who gave a notice to owner, and each person who had a direct contract with the owner.
 - b. Obtain Final Waivers and Releases of Lien from each entity shown as unpaid in Contractor's Final Payment Affidavit and from each entity shown as having given notice to owner.
 - c. Obtain Indemnity Agreement executed by the owner and any other party requested by the Company.
 - d. Comply with any additional requirements made by the Underwriting Department.
10. Furnish proof that all owners association fees and assessments, have been paid in full and that there are no pending assessments or delinquencies.
11. Satisfactory survey, in conformity with the minimum standards for land surveys made for title insurance purposes, certified to the Company, and/or its agents, through a current date, disclosing the nature and extent of any encroachments, overlaps, boundary line discrepancies, or other matters adversely affecting title to the property to be insured. Additional requirements and/or exceptions will be made for any appropriate matters disclosed.
12. Obtain a sworn affidavit by the current owner(s), certifying that there are no liens against the insured land other than as disclosed by this commitment; that there are no outstanding or pending claims against the affiant that may constitute the basis for a lien against the insured land; that other than as disclosed by this commitment there are no matters which constitute defects in affiants' title to the insured land; and that there are no matters existing at this date which would adversely affect the ability of the affiant to convey and/or mortgage the insured land.

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ALTA Commitment 08-01-2016 with Florida Modifications
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13. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.

NOTE: A search of the public records reveals no open mortgage. The Company requires verification that the property is not encumbered by a mortgage.

NOTES FOR INFORMATION PURPOSES ONLY:

- (a) 2018 real property taxes show PAID. Amount Paid was \$141,365.81 and gross tax amount is \$147,256.05 for Tax Identification No.35-3020-054-0010.
- (b) The recording information of vesting instruments affecting title of said Land(s) recorded within 24 months of the effective date of this report is/are as follows: None
- (c) The Company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule B, Section 1 herein.
- (d) Upon receipt of this title evidence, you must obtain written authorization from the Company to issue the commitment if the amount of the policy or policies to be issued exceeds your agency limits.
- (e) If the requirements are not met within 6 months after the commitment date, the commitment terminates and the liability of the company ends.



COMMITMENT FOR TITLE INSURANCE
 Issued By
WFG NATIONAL TITLE INSURANCE COMPANY
SCHEDULE B, PART II
AMERICAN LAND TITLE ASSOCIATION COMMITMENT
EXCEPTIONS

Issuing Office File No.: Doral Winn Dixie

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or Claims of parties in possession not shown by the public records.
3. Easements or claims of easements not shown by the public records.
4. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. The term encroachment, includes encroachments of existing improvements located on the land onto adjoining land, and encroachments on the land of existing improvements located on adjoining land.
5. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Intentionally deleted.
7. Intentionally deleted.
8. Taxes for the year 2019 and subsequent years which are not yet due and payable.
9. Restrictions, dedications and easements as set forth on the Plat of Doral Marketplace, as recorded in Plat Book 153, Page 17.
10. Reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 176, Page 339; as partially released by Quit Claim Deed recorded in Official Records Book 6653, Page 70. NOTE: The right of entry for mining and exploration in said reservations has been released by Section 270.11 F.S.
11. Agreement Governing Land Development with Dade County, recorded in Official Records Book 8663,

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Page 277; as modified by Modification of Agreement Governing Land Development, recorded in Official Records Book 13941, Page 3939.

12. Grant of Easement in favor of the Miami-Dade Water and Sewer Authority, recorded in Official Records Book 11419, Page 890.
13. Covenant Running with the Land in favor of Metropolitan Dade County Prohibiting the Use, Generation, Handling, Disposal, Storage or Discharge of Hazardous Materials, recorded in Official Records Book 12438, Page 2367.
14. Grant of Easement in favor of Metropolitan Dade County, recorded in Official Records Book 12818, Page 2169.
15. Covenant Running with the Land in favor of Metropolitan Dade County, recorded in Official Records Book 13159, Page 1117.
16. Covenant Running with the Land in favor of Metropolitan Dade County, recorded in Official Records Book 13159, Page 1121.
17. Covenants set forth in Special Warranty Deed recorded in Official Records Book 17743, Page 4418.
18. Agreement for Water and Sanitary Sewage Facilities with Metropolitan Dade County, recorded in Official Records Book 17819, Page 816; as modified by Addendum Number One, recorded in Official Records Book 17907, Page 364.
19. Declaration of Restrictions and Easements recorded in Official Records Book 17851, Page 3861; as amended by First Amendment recorded in Official Records Book 17959, Page 89.
20. Party Wall Agreement recorded in Official Records Book 18626, Page 4810.
21. Terms, covenants, conditions, restrictions and provisions of the Lease dated May 26, 1999 with Winn-Dixie Stores, Inc., a Memorandum of which is recorded in Official Records Book 18626, Page 4816.
22. Terms, covenants, conditions, restrictions and provisions of the Lease with CIBC National Bank a Memorandum of which is recorded in Official Records Book 19037, Page 1590.
23. Terms, covenants, conditions, restrictions and provisions of Exclusive Property Management Agreement dated November 21, 2006 a Memorandum of which is recorded in Official Records Book 25175, Page 748.
24. Grant of Easement in favor of Miami-Dade County, recorded in Official Records Book 18715, Page 1308; as partially released by Partial Release of Easement recorded in Official Records Book 19601, Page 3889.
25. Grant of Easement in favor of Miami-Dade County, recorded in Official Records Book 19902, Page 2908.

NOTES FOR INFORMATION PURPOSES ONLY:

(a) Items 2 and 5 of Schedule B-II of this Commitment will be deleted from any policies issued pursuant thereto, upon the Company's review and acceptance of an Affidavit of Possession and No Liens, and the Company's review of the potential exposure of construction liens. The Company reserves the right to exclude from coverage matters disclosed by the Affidavit or discovered in the Company's review of the potential exposure for construction liens and to make such additional requirements as it may deem necessary.

(b) Items 3 and 4 of Schedule B-II of this Commitment will be deleted from any policies issued pursuant thereto, upon being provided a survey meeting the company's requirements. If such survey reveals any encroachments, overlaps, boundary line issues or other adverse matters, they will appear as exceptions in any policies to be issued based upon this commitment.

(c) All of the recording information contained herein refers to the Public Records of County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

(d) As to all restrictions set forth above, the following is added: "but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin, unless and only to the extent that said covenants(s): (a) is/are exempt under Chapter 42, Section 3607 of the United State Code; or (b) relates to a handicap, but does not discriminate against handicapped persons.

(e) A search commencing with the effective date hereof will be performed prior to closing this transaction. If this search reveals an objection or title defect, an endorsement will be issued requiring that said objection or defect be cleared before closing. Item 1 of Schedule B-II (GAP Exception) will be deleted pursuant to Sec. 627.7841, F.S.

(f) If applicable, Standard ALTA 8.1-06, 4.1-06, 5.1-06, Florida Form 9-06 Endorsements, or any other Florida approved endorsement that may apply will be attached to and made a part of the final loan policy.

(g) In accordance with Florida Statutes Section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting WFG National Title Insurance Company, 12909 SW 68th Parkway, #350, Portland, OR 97223 Telephone number (800-334-8885)

NOTICE:

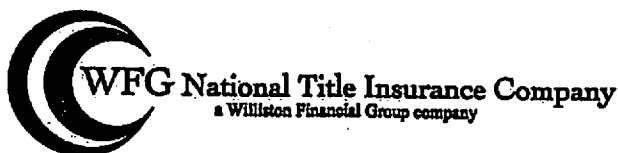
A. Claims against the Company under the commitment or policy must be based solely on contract

B. A Commitment is not an abstract of title, a report on the condition of the property, a legal opinion, an opinion of title, or other representation regarding the status of title.

C. The procedures used to determine insurability, including search and exam, are performed solely for the benefit of the Company, and do not create any extra-contractual liability to any person including the insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions. -

ALTA Commitment 08-01-2016 with Florida Modifications
WFG Form No 3173812



**AMERICAN LAND TITLE ASSOCIATION
COMMITMENT FOR TITLE INSURANCE
Issued By
WFG NATIONAL TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WFG National Title Insurance Company, a South Carolina corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

In Witness Whereof, WFG NATIONAL TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

WFG National Title Insurance Company

Agent

Authorized Signatory

WFG NATIONAL TITLE INSURANCE COMPANY

By: _____
President

ATTEST: _____
Secretary



This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions. -

ALTA Commitment 08-01-2016 with Florida Modifications
WFG Form No 3173812

Commitment Conditions

1. DEFINITIONS

- a. "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - b. "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - c. "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - d. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - e. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - f. "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - g. "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - h. "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - a. the Notice;
 - b. the Commitment to Issue Policy;
 - c. the Commitment Conditions;
 - d. Schedule A;
 - e. Schedule B, Part I—Requirements;
 - f. Schedule B, Part II—Exceptions; and
 - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.

- b. The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- e. The Company shall not be liable for the content of the Transaction Identification Data, if any.
- f. In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
 - c. Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

RESOLUTION No. 19-111

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING/DENYING THE SITE PLAN FOR DORAL MULTI-TENANT RETAIL DEVELOPMENT, LOCATED AT 10505 NW 41 ST, DORAL, FLORIDA 33178; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 2, 2016, the City of Doral adopted Ordinance No. 2016-29 amending the City's Land Development Code to establish procedures for the Mayor and City Council site plan review and approval process; and

WHEREAS, BEP Limited II Partnership (the "Applicant") has submitted an application for Mayor and Council Site Plan Review and Approval for Doral Multi-Tenant Retail Development located at 10505 NW 41 Street, Doral, FL 33178, as legally described in Exhibit A; and

WHEREAS, Staff finds that the proposed site plan complies with the requirements and standards of the Land Development Code; and

WHEREAS, after notice of public hearing duly published and notifications of all property owners of record within 500-foot radius, a public hearing was held before the Mayor and City Council of the City of Doral on April 24, 2019, at which hearing all interested persons were afforded the opportunity to be heard; and

WHEREAS, the Mayor and City Council of the City of Doral find the adoption and implementation of this Resolution is in the best interest and welfare of the residents of the City.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporate

incorporated herein and made part hereof by this reference.

Section 2. Approval of the Site Plan. The City Council hereby approves the site plan for Doral Multi-Tenant Retail Development provided in Exhibit B. The site plan consist of a one-story approximately 10,752 square foot retail building. The approval of the site plan is subject to the following conditions. Violation of the conditions may result in a code compliance citation or the revocation of this Resolution.

1. All applicable impact fees shall be paid by the Applicant prior to issuance of a building permit.
2. The proposed project shall be built in substantial conformance with the plans entitled "Doral Multi-Tenant Development" prepared by Modis Architects consisting of 11 sheets, dated stamped received February 28, 2019.
3. The Property shall be landscaped in accordance with the landscape plan, prepared by JBC Planning & Design, dated stamped received February 28, as amended, and included with the site plan submittal.
4. Compliance with Ordinance 2015-09 Public Arts Program will be required at the time of building permit, if applicable.
5. Provide irrigation plans at time of building permit.
6. Issuance of this development permit by the City of Doral does not in any way create any right on the part of an Applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Doral for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.
7. Approval from Division of Environmental Resources Management (DERM) is required at time of building permit. If DERMs' requirements result in a modification to the approved administrative site plan, which may include but is not limited to, the layout of proposed parking field, the Applicant will be fully responsible to meet those requirements prior to building permit approval.
8. All applicable local, state and federal permits must be obtained before commencement of the development.
9. The project should make every effort to incorporate the city's Low Impact Development (LID) Master Plan and Section 74-881 of the Land Development Code.
10. Provide compliance with the Floodplain Management regulations (Chapter 23, Article II, Floodplain Management) of the City Land Development Code. Project team should contact the City's Floodplain Administrator to review the requirements of the Floodplain Management Ordinance.
11. The Applicant shall comply with applicable conditions and requirements provided by Miami-Dade County Public Works Department, Water and Sewer Department, Fire Rescue Department, and Regulatory and Economics Resources (DRER) prior to issuance of building permit.

12. The hours of operation during the construction shall adhere to as per Noise Ordinance No. 2011-01.
13. The Applicant shall submit a construction staging plan for review and approval prior to commencement of construction. The staging area shall be kept clean at all times, adequately screened and located away from view of existing homes located adjacent to the construction site.
14. Access points for construction vehicles shall be identified as part of the construction plan submitted to the City. Construction vehicles with access to the site shall adhere to existing "no thru truck" areas.
15. The Applicant shall provide a Construction Air Quality Management Plan to the Department prior to the start of construction.
16. The Applicant shall meet the requirements of the Miami-Dade County Water-Use Efficiency Standards Manual, effective January 2009, as may be amended from time to time.
17. A Stormwater Pollution Prevention Plan (SPPP) must be submitted by the Applicant at time of building permit. The Plan shall provide guidelines for implementing and maintaining an erosion and sedimentation control program before the site is cleared or graded, including areas where top soil will be removed and contours of slopes will be cleared. The Plan shall also include location and type of erosion control measures, storm water and sediment management systems, and a vegetative plan for temporary and permanent stabilization. The Plan shall remain on-site for the duration of the construction activity. The erosion and sedimentation control safeguards shall be kept in good working conditions throughout the duration of the construction phase of the project.
18. The Applicant shall preserve existing trees (including native trees) during the development of the project, wherever possible. If the trees must be removed, the Applicant shall be required to mitigate the impact in accordance with DRER requirements. If the relocated trees do not survive, the Applicant shall be required to replace the trees in compliance with DRER requirements.
19. All stormwater shall be retained on site at all times in accordance with all applicable laws and stormwater regulations.
20. All stormwater drainage systems shall be maintained in working conditions at all times including after completion of the construction phase to avoid localize flooding during and after a storm event.
21. All stormwater drainage systems shall be maintained on an annual basis and a report shall be provided to the Code Enforcement Department. The report shall include, but not be limited to, a diagram of all the system components that were maintained throughout the year.
22. Parking shall be prohibited on top of any drainage inlet or drainage manhole.
23. Developer shall be responsible for providing the City a certified drainage inspection report prior to the issuance of a certificate of occupancy.
24. Noncompliance with the approved site plan and the terms of this approval shall be considered a violation of the City Code.
25. Applicant shall comply with any other outstanding conditions recommended by the City Mayor and Council, Public Works Department, or Miami-Dade County.

Section 3. Implementation. The City Manager or his/her designee are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

Section 4. Effective Date. The Resolution shall take effect immediately upon adoption.

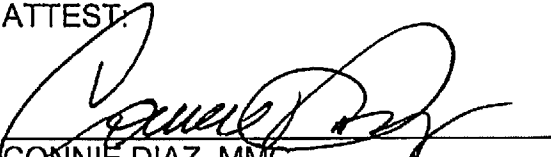
The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Absent/Excused
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 24 day of April, 2019.

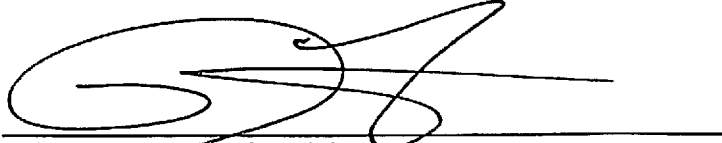


JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:


CONNIE DIAZ, MMC
CITY CLERK

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



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY

EXHIBIT "A"

EXHIBIT A

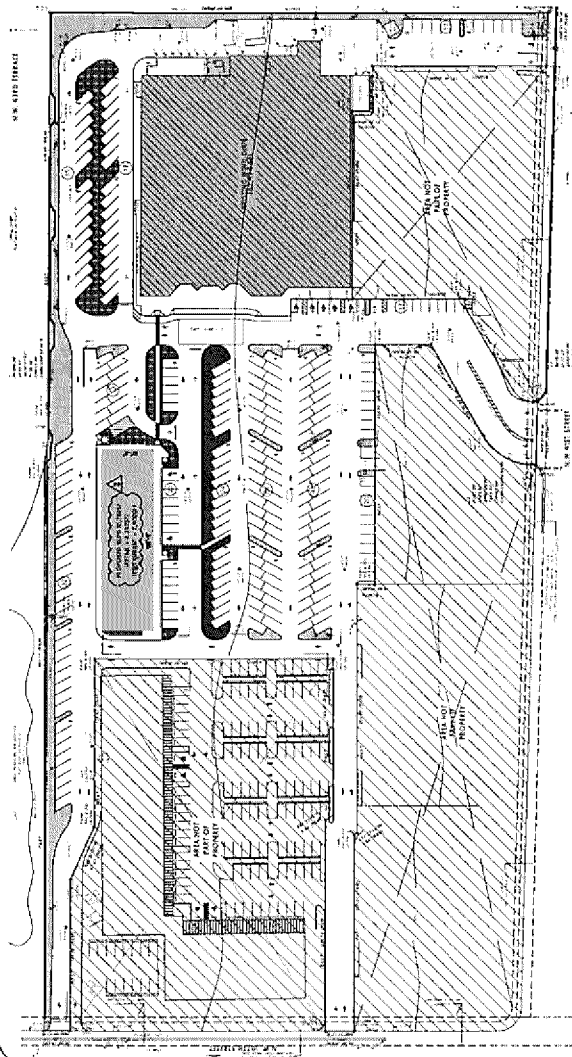
Legal Description:

A PORTION OF THE SW 1/4 OF SECTION 20, TOWNSHIP 53 SOUTH, RANGE 40 EAST, DADE COUNTY, FLORIDA, BEING PARTICULARLY DESCRIBED AS FOLLOWS:

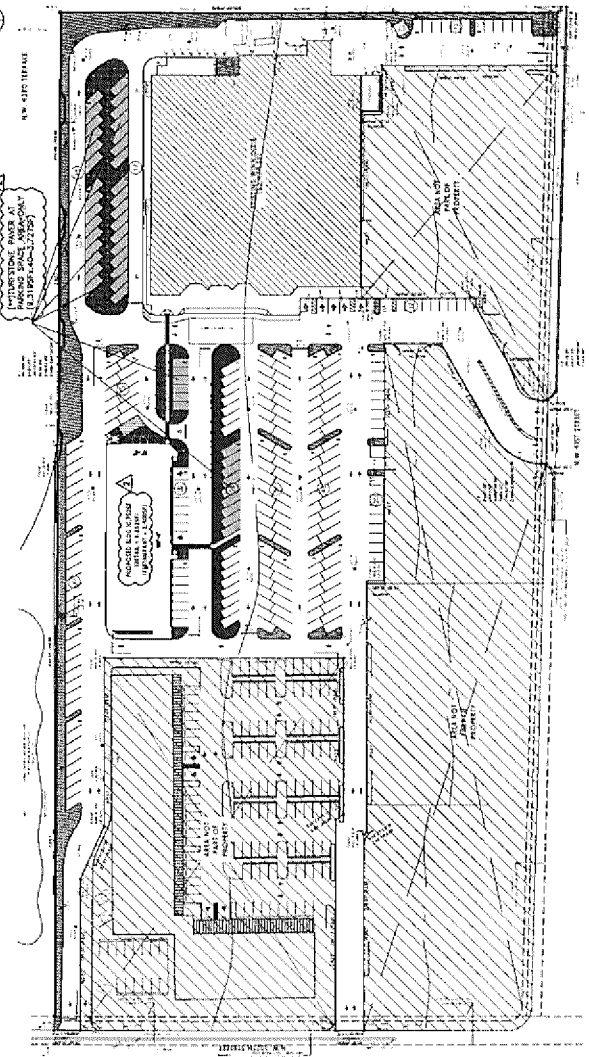
COMMENCE AT THE SOUTHWEST CORNER OF THE SAID SW 1/4 OF SECTION 20; THENCE S 88°33'06" E ALONG THE SOUTH LINE OF THE SAID 1/4 OF SECTION 20 FOR 1,115.88 FEET; THENCE DUE NORTH FOR 65.02 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NW 41ST STREET, AS SAID STREET IS DESCRIBED IN OFFICIAL RECORDS BOOK 14443, PAGES 47, 50 AND 75, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE FROM THE ABOVE ESTABLISHED POINT OF BEGINNING RUN N 88°33'06" W ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF NW 41ST STREET FOR 56.02 FEET; THENCE DUE NORTH FOR 185.64 FEET; THENCE DUE WEST FOR 48.25 FEET; THENCE DUE NORTH FOR 21.26 FEET; THENCE DUE WEST FOR 196.42 FEET; THENCE DUE SOUTH FOR 122.00 FEET; THENCE DUE WEST FOR 8.88 FEET; THENCE S 60°00'00" W FOR 99.45 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE TO THE LEFT ALONG SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 26.00 FEET AND A CENTRAL ANGLE OF 60°00'00" FOR AN ARC DISTANCE OF 27.23 FEET TO THE POINT OF TANGENCY; THENCE DUE SOUTH FOR 3.69 FEET TO A POINT ON THE AFORESAID NORTH RIGHT-OF-WAY LINE OF NW 41ST STREET; THENCE N 88°33'06" W ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF NW 41ST STREET FOR 66.02 FEET; THENCE DUE NORTH FOR 2.60 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE TO THE RIGHT ALONG SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 61.00 FEET AND A CENTRAL ANGLE OF 60°00'00" FOR AN ARC DISTANCE OF 63.88 FEET TO THE POINT OF TANGENCY; THENCE N 60°00'00" E FOR 110.27 FEET; THENCE DUE NORTH FOR 59.31 FEET; THENCE DUE WEST FOR 252.00 FEET; THENCE DUE NORTH FOR 18.50 FEET; THENCE DUE WEST FOR 263.80 FEET; THENCE N 34°23'15" W FOR 3.64 FEET; THENCE DUE WEST FOR 208.92 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF NW 107TH AVENUE; THENCE N 00°01'17" E ALONG THE SAID EAST RIGHT-OF-WAY LINE OF NW 107TH AVENUE FOR 30.00 FEET; THENCE DUE EAST FOR 224.73 FEET; THENCE S 34°23'15" E FOR 9.69 FEET; THENCE DUE EAST FOR 165.37 FEET; THENCE DUE NORTH FOR 251.93 FEET; THENCE DUE WEST FOR 178.03 FEET; THENCE N 65°57'37" W OR 61.41 FEET; THENCE DUE WEST FOR 161.36 FEET TO A POINT ON THE AFORESAID EAST RIGHT-OF-WAY LINE OF NW 107TH AVENUE; THENCE N 00°01'17" E ALONG THE SAID EAST RIGHT-OF-WAY LINE OF NW 107TH AVENUE FOR 28.00 FEET TO THE SOUTHWEST CORNER OF TRACT "C-2" OF THE PLAT OF DORAL DUNES SECOND ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 148, PAGE 21 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE DUE EAST ALONG THE SOUTH LINE OF SAID TRACT "C-2" FOR 603.11 FEET TO A POINT ON THE SOUTHERLY LINE OF TRACT "A" OF THE PLAT OF DORAL DUNES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 132, PAGE 93, OF THE PUBLIC RECORDS OF DADE COUNTY,

FLORIDA, SAID POINT LYING ON A CIRCULAR CURVE CONCAVE TO THE NORTH, SAID POINT BEARING S 10°51'02" W FROM THE CENTER OF SAID CURVE; THENCE RUN SOUTHEASTERLY AND EASTERLY ALONG THE SAID SOUTHERLY LINE OF TRACT "A," ALONG SAID CURVE TO THE LEFT, HAVING FOR ITS ELEMENTS A RADIUS OF 10°51'02" FOR AN ARC DISTANCE OF 53.03 FEET TO THE POINT OF TANGENCY; THENCE DUE EAST CONTINUING ALONG THE SAID SOUTHERLY LINE OF TRACT "A" FOR 419.49 FEET; THENCE DUE SOUTH FOR 525.32 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"



06 Building Coverage Area (22.8%)



08 Open Space Area (13.4%)

zoning tabulation i

REQUIREMENT	REQUIRED	PROVIDED
MINIMUM SETBACK	5 FT	5 FT
MINIMUM BUILDING SETBACK	5 FT	5 FT
MINIMUM SIDE SETBACK	5 FT	5 FT
MINIMUM FRONT SETBACK	5 FT	5 FT
MINIMUM REAR SETBACK	5 FT	5 FT
MINIMUM BUILDING HEIGHT	35 FT	35 FT
MINIMUM BUILDING AREA	10,000 SQ FT	10,000 SQ FT
MINIMUM BUILDING VOLUME	100,000 CU YD	100,000 CU YD
MINIMUM BUILDING FOOTPRINT	10,000 SQ FT	10,000 SQ FT
MINIMUM BUILDING FLOOR AREA	10,000 SQ FT	10,000 SQ FT
MINIMUM BUILDING FLOOR AREA PER LOT	10,000 SQ FT	10,000 SQ FT
MINIMUM BUILDING FLOOR AREA PER UNIT	10,000 SQ FT	10,000 SQ FT
MINIMUM BUILDING FLOOR AREA PER UNIT PER SQUARE FOOT	10,000 SQ FT	10,000 SQ FT
MINIMUM BUILDING FLOOR AREA PER UNIT PER SQUARE FOOT PER UNIT	10,000 SQ FT	10,000 SQ FT
MINIMUM BUILDING FLOOR AREA PER UNIT PER SQUARE FOOT PER UNIT PER UNIT	10,000 SQ FT	10,000 SQ FT

parking tabulation i

TYPE	AREA (SQ FT)	MINIMUM	PROVIDED
STREET	100	1	1
DRIVEWAY	100	1	1
LOT	100	1	1
TOTAL	100	1	1

bicycle requirement i

REQUIREMENT	REQUIRED	PROVIDED
MINIMUM BICYCLE SPACE	10	10
MINIMUM BICYCLE SPACE PER UNIT	10	10

MODIS architects
 4955 SW 75th Avenue
 Miami, Florida 33155
 786.879.0882
 786.350.1515
 AAR26001777
 MOOPS@MODISarchitects.com

Doral Multi-Tenant Development
 New Construction
 10055 NE 41st Street
 Doral, Florida 33178

Scale:

Revisions:

drawing date:
ZONING ANALYSIS

Project Number: 402103
Drawn by: [Name]
City: [City]
Drawing Scale: [Scale]
Drawing Date: [Date]
Phase: [Phase]
Site Plan Review
Drawn number: **A0.03**

less planning & design
 planning landscape architecture & sustainable design
 11127 MacArthur Blvd. Suite 101
 (954) 344-1111

10505 NW 41ST STREET
 DORAL, FL

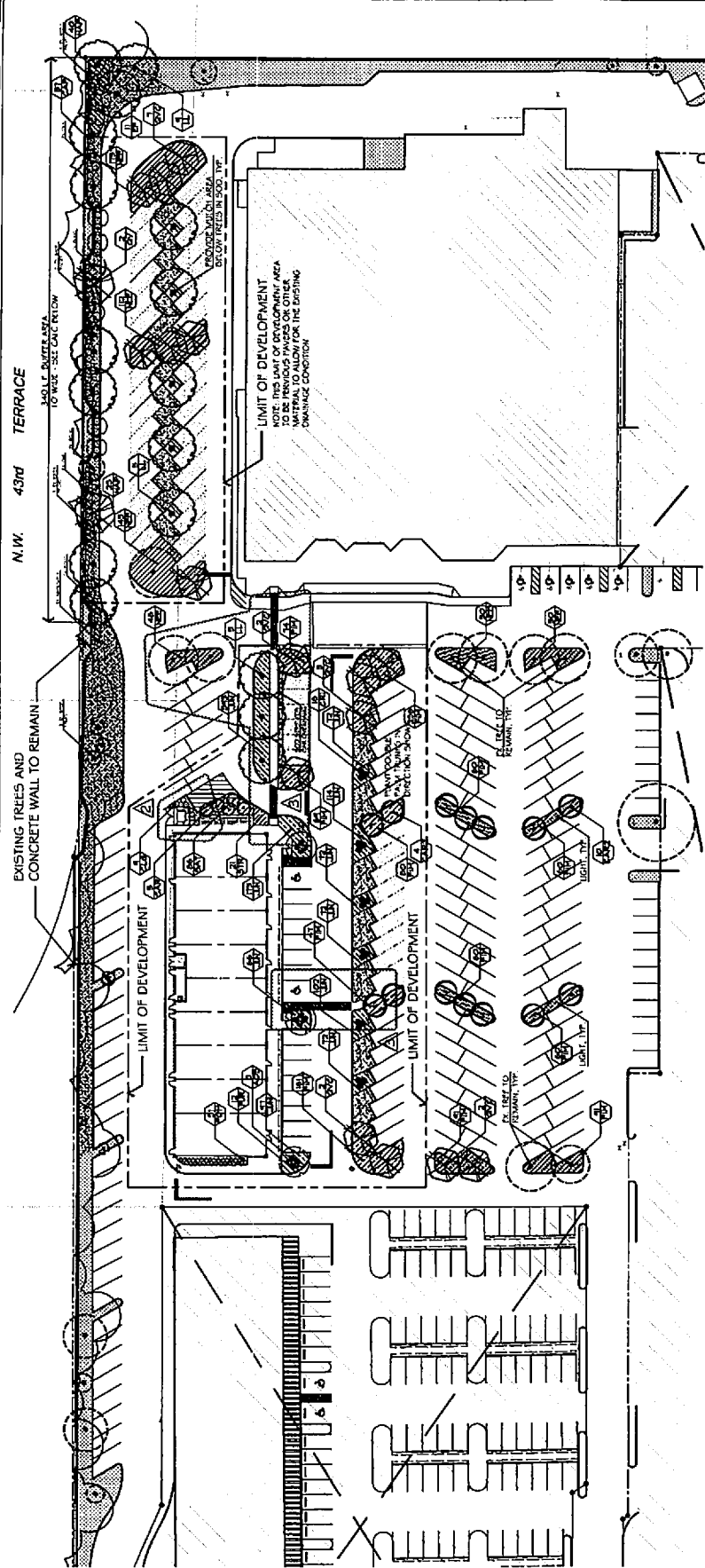
WINN-DIXIE DORAL

LANDSCAPE
 PLAN

Sheet No. 1
 Date: JULY 2016
 Scale: 1" = 30'

LP-1

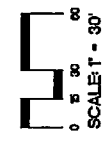
16-0703

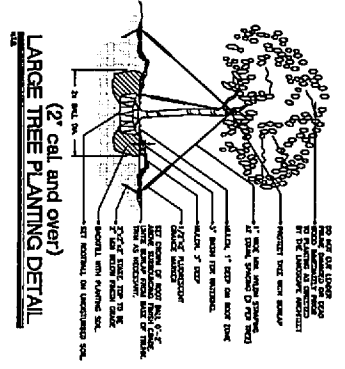


PLANT SCHEDULE

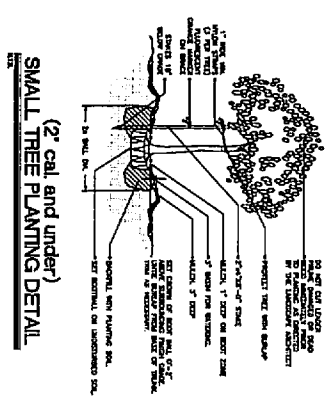
TREE	CODE	GEN	HT	W	SPACING	PLANTING	REQUIREMENTS	NOTES
SPANISH BAYONNE	SP	1	10'-12'	8"	10' x 10'	10' x 10'	10' x 10'	10' x 10'
FLORIDA TORONTO	FL	1	14'-16'	8"	10' x 10'	10' x 10'	10' x 10'	10' x 10'
SOUTHERN LIVE OAK	SO	2	4'-5'	4'	10' x 10'	10' x 10'	10' x 10'	10' x 10'
COURTESY LIVE OAK	CO	18	18'-20'	8"	10' x 10'	10' x 10'	10' x 10'	10' x 10'
TRIPLE CHRISTMAS TREE PALM	TR	3	12'-14'	8"	10' x 10'	10' x 10'	10' x 10'	10' x 10'
DOUBLE CORNFLOWER PALM	DO	14	18'-20'	8"	10' x 10'	10' x 10'	10' x 10'	10' x 10'
CORNFLOWER PALM	CO	5	10'	8"	10' x 10'	10' x 10'	10' x 10'	10' x 10'
AGAVE AMERICANA 'BLUE STAR'	AG	1	4'-5'	8"	10' x 10'	10' x 10'	10' x 10'	10' x 10'
COFFEE'S APPLAUSURE	CO	1	50" N. x 10" W.	8"	10' x 10'	10' x 10'	10' x 10'	10' x 10'
SMALL LEAF OLEA	SL	4	5' HIGH	8"	10' x 10'	10' x 10'	10' x 10'	10' x 10'
CRISTO EUGENIA 'LAVENDER CRYSTAL'	CR	10	5' x 4' OAK	8"	10' x 10'	10' x 10'	10' x 10'	10' x 10'
PRUNUS VEVICA	PR	12	50" x 50"	8"	10' x 10'	10' x 10'	10' x 10'	10' x 10'
POINCIANA MONOPHYLLA	PO	11	5' HIGH	8"	10' x 10'	10' x 10'	10' x 10'	10' x 10'

NOTE: SEE SHEET TP-1 & TP-2 FOR DETAIL OF EXISTING TREES AND DISPOSITION. CONTRACTOR TO FIELD ADJUST EXISTING IRRIGATION TO INCLUDE THE NEW & MODIFIED AREAS SHOWN ON THIS PLAN TO PROVIDE FULL COVERAGE FOR THE PROJECT AREA.

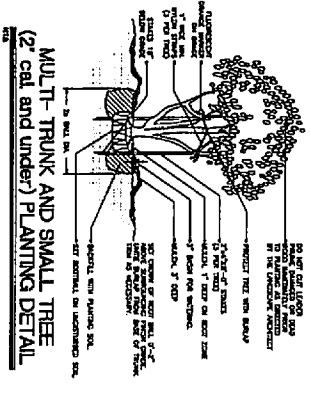




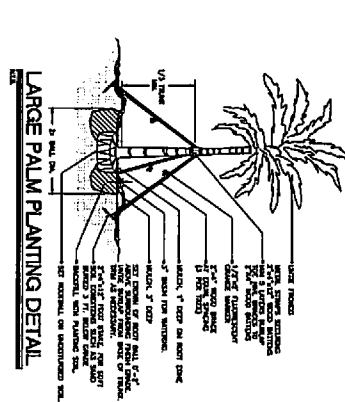
LARGE TREE PLANTING DETAIL (2' cal and over)



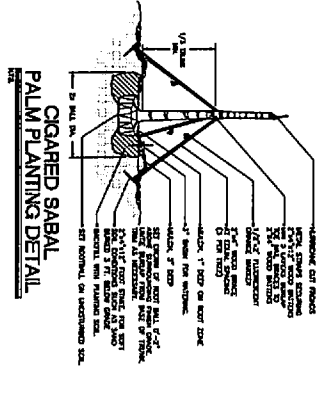
SMALL TREE PLANTING DETAIL (2' cal and under)



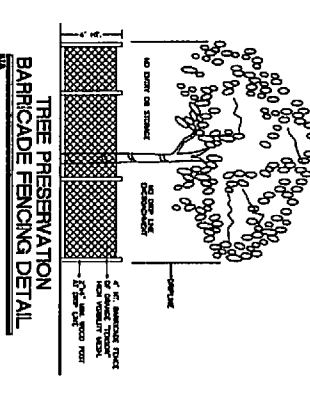
MULTI-TRUNK AND SMALL TREE PLANTING DETAIL (2' cal and under)



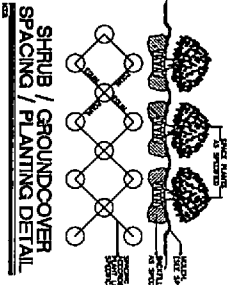
LARGE PALM PLANTING DETAIL



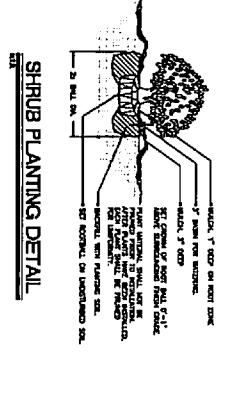
CAGED SABAL PALM PLANTING DETAIL



TREE PRESERVATION BARRIAD FENCING DETAIL



SHRUB / GROUNDCOVER SPACING / PLANTING DETAIL



SHRUB PLANTING DETAIL

GENERAL NOTES:

1. All plants shall be installed in accordance with the requirements of the City of Doral, Florida, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.

2. All plants shall be installed in accordance with the requirements of the City of Doral, Florida, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.

3. All plants shall be installed in accordance with the requirements of the City of Doral, Florida, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.

4. All plants shall be installed in accordance with the requirements of the City of Doral, Florida, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.

5. All plants shall be installed in accordance with the requirements of the City of Doral, Florida, and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.

WINN DIXIE DORAL LANDSCAPE REQUIREMENTS

Zone District	Net Lot Area	Required	Provided
Zone District (C)	1.3 Acres	10,432	20,839
OPEN SPACE			
A. Square feet open space required as indicated on the plan	10,432		
B. Square feet of opening to open space required, as indicated on site plan		400	800
C. Total square feet of landscaped open space required = A + B	11,232		31,689
LANDSCAPE CALCULATIONS			
A. Total square feet of landscaped open space required =	11,232		31,689
B. 10% Buffer Area (20% required) = 20% of the district	2,608		5,216
C. 20% Buffer Area (40% required) = 40% of the district	4,416		8,832
D. 20% Buffer Area (40% required) = 40% of the district	4,416		8,832
E. 20% Buffer Area (40% required) = 40% of the district	4,416		8,832
F. 20% Buffer Area (40% required) = 40% of the district	4,416		8,832
G. 20% Buffer Area (40% required) = 40% of the district	4,416		8,832
H. 20% Buffer Area (40% required) = 40% of the district	4,416		8,832
I. 20% Buffer Area (40% required) = 40% of the district	4,416		8,832
J. 20% Buffer Area (40% required) = 40% of the district	4,416		8,832

- A. No. of Trees Required per acre = 22
- B. No. of Trees Required per acre = 22
- C. No. of Trees Required per acre = 22
- D. No. of Trees Required per acre = 22
- E. No. of Trees Required per acre = 22
- F. No. of Trees Required per acre = 22
- G. No. of Trees Required per acre = 22
- H. No. of Trees Required per acre = 22
- I. No. of Trees Required per acre = 22
- J. No. of Trees Required per acre = 22

1. The minimum number of trees shall be determined by the following formula:

2. The minimum number of trees shall be determined by the following formula:

3. The minimum number of trees shall be determined by the following formula:

4. The minimum number of trees shall be determined by the following formula:

5. The minimum number of trees shall be determined by the following formula:

6. The minimum number of trees shall be determined by the following formula:

7. The minimum number of trees shall be determined by the following formula:

8. The minimum number of trees shall be determined by the following formula:

9. The minimum number of trees shall be determined by the following formula:

10. The minimum number of trees shall be determined by the following formula:

Winn-Dixie Doral

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