

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

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

(Space reserved for Clerk)

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Bridge Point Doral 2700, LLC, a Delaware limited liability company ("Owner"), hereby makes, declares and imposes on the land herein described, this Covenant Running with the Land in lieu of Unity of Title (this "Covenant"), which shall be binding on the Owner, all heirs, successors and assigns, personal representatives, mortgagees, lessees and against all persons claiming by, through or under them.

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

WHEREAS, Owner intends to develop a portion of an industrial warehouse and distribution center to be known as Bridge Point Doral on the Property; and

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

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

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

1. The foregoing recitals are true and correct and are incorporated herein.
2. The Property will be developed in substantial conformity with the site development plan entitled "Bridge Point Doral", approved by the City Council at a duly noticed public

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hearing on January 25, 2023, as the same may be modified or amended from time to time in accordance with the LDC (the "Site Plan").

3. If the Property is developed in phases, each phase will be developed in substantial accordance with the Site Plan.
4. The conveyance of any portion of the Property to another owner, or the submission of any portion of the Property to a condominium or association or similar format of ownership, will not require re-platting, subject to the terms of this Covenant.
5. In the event of multiple ownership subsequent to said Site Plan approval, each of the subsequent owners, mortgagees and other parties in interest shall be bound by the terms, provisions and conditions of this Covenant. Owner further agrees that it will not convey portions of the Property to such other parties unless and until the Owner (and such other parties, as applicable) shall have executed and delivered, in recordable form, an instrument to be known as an "Easement and Operating Agreement" which shall contain, among other things:
 - (i) easements in the common area of each parcel regarding ingress to and egress from other parcels;
 - (ii) easements in the common area of each parcel regarding the passage and parking of vehicles;
 - (iii) easements in the common area of each parcel regarding the passage and accommodation of pedestrians;
 - (iv) easements regarding access roads across the common area of each parcel to public and private roadways;
 - (v) easements regarding the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
 - (vi) easements upon each such parcel in favor of each adjoining parcel regarding the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
 - (vii) easements on each such parcel regarding building overhangs, other overhangs and projections encroaching upon such parcel from adjoining parcel such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
 - (viii) appropriate reservation of rights to grant easements to utility companies;
 - (ix) appropriate reservation of rights to dedicate road rights-of-way and curb cuts;

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- (x) easements in favor of each such parcel regarding pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
- (xi) appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and the like.

The easement provisions or portions thereof may be waived by the Planning and Zoning Director of the City of Doral, Florida or their successor ("Planning and Zoning Director") if they are not applicable to the subject conveyance or phase, or if they are already addressed in recorded form in an existing property owner's association, declaration of restrictive covenants (including a master declaration), reciprocal easement agreement or similar instrument (a "Declaration"). A Declaration may contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, all to the end that although the Property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the Site Plan.

Notwithstanding the foregoing, the Property is presently subject to that certain Declaration of Covenants, Conditions, Easements and Restrictions for Bridge Point Doral, recorded in Official Records Book 34334, Page 1147, of the Public Records of Miami-Dade County, Florida, as the same may be amended from time to time (the "Master Declaration"), and that certain Declaration of Restrictive Covenants and Easements for Water Management System, recorded in Official Records Book 33834, Page 2430, of the Public Records of Miami-Dade County, Florida, as amended by that certain First Amendment of Declaration of Restrictive Covenants and Easements for Water Management System recorded in Official Records Book 34343, Page 3594, of the Public Records of Miami-Dade County, Florida, as the same may be further amended from time to time (collectively, the "Water Management Declaration"). The Planning and Zoning Director has determined that the Master Declaration and the Water Management Declaration, collectively, address the applicable easement, access, utility, maintenance, repair and operating matters required by this Section 5 and shall collectively constitute the "Easement and Operating Agreement" required hereby. Accordingly, so long as the Property remains subject to the Master Declaration and the Water Management Declaration, no separate Easement and Operating Agreement shall be required pursuant to this Section 5.

- 6. The provisions of this Covenant shall become effective upon their recordation in the Public Records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing as set forth in Section 7.
- 7. The provisions of this instrument may be amended, modified or released by a written instrument executed by the then Owner or Owners of the Property, with joinders by all mortgagees, if any, provided the same is also approved by the Planning and Zoning Director (or their successor), acting for and on behalf of the City, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended. Any portion of the Property over which a

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condominium or property owner's association or similar ownership structure is then existing, the instrument of amendment, modification or release shall be executed by such association, in accordance with its governing documents, in lieu of the fee owners of such portion of the Property.

8. Enforcement of this Covenant shall be by action against any parties or persons violating or attempting to violate any provision of this Covenant. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
9. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
10. This Declaration shall be recorded in the public records of Miami-Dade County at the Owner's expense.
11. This Covenant, once recorded, shall run with the land and be binding upon the heirs, grantees, successors, assigns, personal representatives, and upon all owners, future owners, mortgagees, lessees and others presently, or in the future, having any interest in the Property.
12. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges as may be available to it.
13. In the event of a violation of this Covenant, in addition to any other remedies available, the City is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Covenant is complied with.

[Execution Page Follows]

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

WITNESSES:

Samantha Pineda
Print Name: Samantha Pineda
Address: 444 N. Lake St, Suite 3100
Chicago IL 60606

Mark E. Okrynski
Print Name: Mark E. Okrynski
Address: 444 N. Lake St, Suite 3100
Chicago IL 60606

OWNER:

BRIDGE POINT DORAL 2700, LLC

By: Steve Groetsema
Name: Steve Groetsema
Title: Vice President

STATE OF Illinois
COUNTY OF Cook

The foregoing was acknowledged before me before me by means of ☒ physical presence or [] online notarization this 16 day of September, 2026, by Steve Groetsema, in their capacity as Vice President of Bridge Point Doral 2700, LLC. This person is personally known to me or produced _____ as identification and did not take an oath.

Cameron John McKillop
Notary Public



Printed Name: Cameron John McKillop

Commission No: 999457

Commission Expires: November 1, 2028

APPROVED AS TO FORM:

Alexander Magrisso

Alexander Magrisso
Planning and Zoning Director

9/28/2026

Date

Lorenzo Cadella

Lorenzo Cobiella
City Attorney

9/28/2026

Date

EXHIBIT A
Legal Description of the Property

Tract A of Bridge Doral, according to the plat thereof, recorded at Plat Book 180, Page 3 of the Public Records of Miami-Dade County, Florida.