

Prepared by and return recorded copy to:

Ethan B. Wasserman, Esq.  
Greenberg Traurig, P.A.  
333 SE 2<sup>nd</sup> Avenue, Suite 4100  
Miami, Florida 33131

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The Above Blank Space is for Recording Purposes

**ENCROACHMENT & RESTRICTIVE COVENANT AGREEMENT**

*September*  
**THIS ENCROACHMENT & RESTRICTIVE COVENANT AGREEMENT** (this “**Covenant Agreement**”), made and entered into this 3<sup>rd</sup> day of August, 2024, by and between 1150 NOMI LLC, a Florida limited liability company, (“**Owner**”), and THE CITY OF NORTH MIAMI, a municipal corporation of the State of Florida (the “**City**”); and

**WHEREAS**, Owner is the fee simple owner of the property generally located at 1150 NE 125 Street within the City of North Miami, Florida, and more particularly described in Exhibit “A”, (hereinafter the “**Property**”); and

**WHEREAS**, Owner intends on developing a mixed use development with commercial and residential uses (the “**Development**”); and

**WHEREAS**, Owner’s Property abuts NE 125 Street, NE 11 Place and NE 11 Court; and

**WHEREAS**, Owner desires to construct elevated shade canopies to protect pedestrians from the elements and shading to enhance the Development’s resiliency efforts, that encroach into the abutting public realm along NE 125 Street, NE 11 Place and NE 11 Court (the “**Encroachment**”), as reflected in the Encroachment Diagram, attached hereto as Exhibit “B”; and

**WHEREAS**, Owner has requested permission from the City to allow the Encroachment over those certain portions of the sidewalk; and

**WHEREAS**, the City is willing to allow Owner’s Encroachment into and over the sidewalk; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and as further consideration of the City approving Owner’s request to encroach upon the sidewalk, the sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree to the following:

1. The foregoing recitals are true and correct and are incorporated herein as if repeated in their entirety.
2. The City hereby grants permission for the Encroachment into and over the sidewalk along NE 125 Street, NE 11 Place and NE 11 Court, as reflected in the Encroachment Diagram attached hereto as Exhibit “B”, provided that the Encroachment shall be in accordance with the Development plans approved by the City.

3. All individuals signing this Covenant Agreement have the legal authority and capacity to enter into this Covenant Agreement.
4. This Covenant Agreement shall be recorded at Owner's sole expense and shall inure to the benefit of and be binding upon Owner's successors, heirs, executors, administrators, representatives, assigns, and all other persons or entities acquiring an interest thereunder, and this Covenant Agreement shall be a restrictive covenant concerning the use, enjoyment, and title to the above-property and shall constitute a covenant running with the land.
5. This Covenant Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and all applicable and duly adopted ordinances, regulations, and policies of the City and Miami-Dade County now in effect and those hereinafter adopted.
6. This Covenant Agreement constitutes the entire Agreement between the Parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions contained herein shall be made by the Parties in writing.
7. If any sentence, phrase, paragraph, provision or portion of this Covenant Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

**[Signature Pages to Follow]**

IN WITNESS WHEREOF, the undersigned has/have cause \_\_\_\_\_ hand(s) and seal(s) to be affixed hereto on this 29th day of July 2024.

**FIRST WITNESS:**

*Diana Patricia Sema Mora*

Sign: \_\_\_\_\_

Print Name: Diana Sema Mora

Address: cll 152a 16a 60 - Bogota

**OWNER:**

**1150 NOMI LLC**, a Florida limited liability company

*Pablo Jose Gonzalez*

Sign: \_\_\_\_\_

Print Name: Pablo Jose Gonzalez

**SECOND WITNESS:**

*Carolina Rodriguez Russi*

Sign: \_\_\_\_\_

Print Name: Carolina Rodriguez Russi

Address: Calle 134 17-40 - Bogota

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29th day of July, 2024, by Pablo Gonzalez, as Manager of **1150 NOMI LLC**, a Florida limited liability company, on behalf of the company. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

*Elizabeth Collazo*

[Notary Seal]



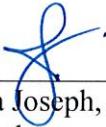
Notary Public

Elizabeth Collazo

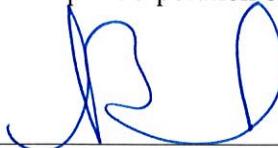
Name typed, printed or stamped

My Commission Expires: 6/27/2027

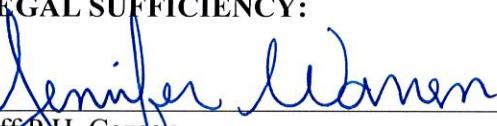
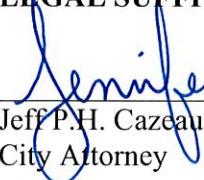
ATTEST:

  
Vanessa Joseph, Esq.  
City Clerk

**CITY OF NORTH MIAMI,**  
a municipal Corporation of the State of Florida

  
Anna-Bo Emmanuel, Esq., FRA-RA  
Interim City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Xs   
Jeff P.H. Cazeau  
City Attorney

**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL 1:**

LOTS 1, 2, 3, AND 4, BLOCK 2, PALOMAR, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 7, AT PAGE 158, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**PARCEL 2:**

LOTS 23, 24, 25, 26 AND 27, BLOCK 2, PALOMAR, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 7, AT PAGE 158, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**Folio No. 06-2229-031-0110**

**EXHIBIT B**

**ENCROACHMENT DIAGRAM**





# LETTER OF TRANSMITTAL

Please Respond To:  
Mawusi Khadija Watson, Zoning Manager  
Development Services Department  
Extension: 19006/ Email: [mwatson@northmiamifl.gov](mailto:mwatson@northmiamifl.gov)

Date: July 31, 2024

**To: Anna-Bo Emmanuel, Esq.**

City Manager  
City of North Miami  
776 NE 125 Street  
North Miami, FL 33161

**From: Mawusi Khadija Watson, MUP**  
Zoning Manager  
Development Services Department  
12400 NE 8<sup>th</sup> Avenue  
North Miami, FL 33161

**From: Saphi Bien Aime, MSP**  
Senior Planning Technician  
Development Services Department  
12400 NE 8<sup>th</sup> Avenue  
North Miami, FL 33161

**RE: Execution of NOMI 1150 Encroachment Agreement**

I hope this message finds you well. I am writing to request the execution of the Encroachment & Restrictive Covenant Agreement (“Agreement”) for 1150 NOMI LLC. This agreement, pending the City's execution, pertains to the encroachment of elevated shade canopies over the sidewalk areas along NE 125 Street, NE 11 Place, and NE 11 Court.

The applicant has prepared the Agreement, which requires the City's approval to proceed due to its impact on the public right of way. Our legal department reviewed and approved the easement agreement on March 22, 2024. However, the staff waited for the city council's approval of the site plan and other considerations before bringing it forward for your signature. Completing this step is crucial for the applicant to execute and record the agreement, allowing the development project to move forward as planned.

Please let us know if any additional documentation is needed for your review to facilitate the proper execution of this agreement. Thank you for your attention to this matter. We look forward to your prompt response.