

Prepared by and return recorded copy to:

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

(Space reserved for Clerk)

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

KNOW ALL BY THESE PRESENTS that the undersigned **NOMI HOLDING GROUP 2, LLC**, a Florida limited liability company (the “Owner”) hereby makes, declares and imposes on the land herein described, this Covenant Running with the Land in Lieu of Unity of Title (the “Covenant”), and these easements and covenants running with the title to the land described herein, 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, the undersigned Owner holds the fee simple title to those certain properties generally located at 12830 and 12840 NE 6 Avenue and 575 NE 127 Street, in the city of North Miami, Florida (collectively, the “**Property**”), more particularly described in **Exhibit “A”** attached hereto and incorporated herein; and

WHEREAS, Owner is desirous of assuring the City of North Miami (“**City**”) that the Property will be maintained in accordance with plans to be approved by the City, at public hearing or through administrative review, as modified from time to time; and

WHEREAS, Owner may wish to sell all or a portion of the Property and is executing this instrument to ensure the City that the Property will be maintained in substantial conformity with plans approved by the City as modified from time to time; and

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

1. This Covenant on the part of the Owner shall constitute a covenant running with the land and will be recorded, at 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, grantees, successors and assigns of the respective parties hereto, until such time as the same is released in

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writing as hereinafter provided.

2. The Owner of the Property hereby agrees and declares that (i) for the purpose of this Covenant, the Property shall be considered as one plot and parcel of land for zoning and subdivision purposes, and (ii) so long as this instrument shall remain in effect, any and all conveyances or transfers of all or any portion of the Property by the Owner, its heirs, grantees, successors or assigns, shall be subject to the terms and restrictions of this Covenant as if any such heir, grantee, successor, or assign were a party hereto or a signatory hereof.

3. The Property shall be developed in substantial accordance with the approved site plan.

4. In the event of multiple ownership subsequent to the approval of this Covenant, each of the subsequent owners shall be bound by the terms, provisions, and conditions of this Covenant and no modification to the site plan shall be effectuated without the written consent of the owner(s) of the unified development site for which modification is sought. Further, except for sales to condominium owners, the Owner agrees that it will not convey portions of the subject property to such other parties unless and until the owners and such parties shall have executed and mutually delivered, in recordable form an instrument to be known as an "Easement and Operating Agreement", which shall contain the following, if applicable:

- i. Easements in the common area of each parcel for ingress to and egress from the 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 footing, supports, and foundations;

(Space reserved for Clerk)

- viii. Easements on each parcel for attachment of buildings;
- ix. Easements on each parcel for building overhangs and 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 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
- 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, common facilities, and the like.

5. As further part of this Covenant, it is hereby understood and agreed that any official inspector of the City, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and investigating the use of the premises to determine if the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

6. 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 as provided herein.

7. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument by Owner or its successors, heirs, and assigns, provided that the same is also approved by the Development Services Director. Should this Covenant be so released, amended or modified, the Development Services Director, or said successor, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

8. Enforcement shall be by action against any parties or persons violating or attempting to violate any of these covenants. The prevailing party in any action or suit arising out of or pertaining to this Covenant shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may determine to be reasonable for the services of his attorney. This enforcement provision is in addition to any other remedy at law, in equity or both.

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

10. 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.

11. 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 pages follow]

(Space reserved for Clerk)

Signed, witnessed, executed and acknowledged this _____ day of _____, 2025.

FIRST WITNESS:

Regina Guimaraes

Print Name

250 NE 25th St Miami, FL 33137

Address

Regina Guimaraes

Signature

SECOND WITNESS:

Garrison Rodriguez

Print Name

250 NE 25th St, Miami, FL 33137

Address

Garrison Rodriguez

Signature

OWNER:

NOMI HOLDING GROUP 2 LLC,
a Florida limited liability company.

Pablo Gonzalez

Signature

PABLO GONZALEZ

Print Name

MANAGER CONTINUA DEVELOPMENTS

AI MANAGER NOMI HOLDING GROUP 2

Title

STATE OF Florida)
COUNTY OF Miami Dade) SS

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 7 day of May, 2025, by
Pablo Gonzalez as Owner of **NOMI HOLDING GROUP**
2 LLC, a Florida limited liability company. He/she is personally known to
me or produced _____ as identification and did not take an oath.

Print or Stamp Name:

Notary Public, State of Florida

Commission No.: HH 445704

My Commission Expires: Sept 19 2027



Daniela Garcia Vergara
Comm.: HH 445704
Expires: Sep. 19, 2027
Notary Public - State of Florida

Covenant Running with the Land
in Lieu of Unity of Title
Page 6

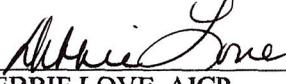
(Space reserved for Clerk)

APPROVED AS TO FORM AND
CORRECTNESS:



JEFF P.H. CAZEAU
City Attorney

APPROVED:



DEBBIE LOVE, AICP
Director, Development Services Department

(Space reserved for Clerk)

Exhibit "A"

LEGAL DESCRIPTION:

FOLIO NUMBER: 06-2230-024-0310
LOT 33, BLOCK 2, GRIFFING BISCAYNE PARK ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 5, PAGE 104, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FOLIO NUMBER: 06-2230-024-0340
LOT 40, BLOCK 2, GRIFFING BISCAYNE PARK ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 5, PAGE 104, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FOLIO NUMBER: 06-2230-024-0330
LOT 34, 35, 36, 37, 38 AND 39, BLOCK 2, OF GRIFFING BISCAYNE PARK ESTATES, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 104, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY,
FLORIDA.

LESS AND EXCEPT PARCELS 801 AND 802, IN FAVOR OF STATE OF FLORIDA DEPARTMENT OF
TRANSPORTATION BY EMINENT DOMAIN PROCEEDING UNDER CASE NO. 2021-4139-CA-01 AS EVIDENCED
BY CERTIFICATE OF PAYMENT RECORDED IN O.R. BOOK 32833, PAGE 4672, PUBLIC RECORDS OF
MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULAR DESCRIBED AS
FOLLOWS:

PARCEL 801:
A PORTION OF LOT 37 OF GRIFFING BISCAYNE PARK ESTATES BLOCK NO. 2, AS RECORDED IN PLAT BOOK 5,
PAGE 04 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE NORTHWEST
ONE-QUARTER (NW 1/4) OF SECTION 30, TOWNSHIP 52 SOUTH, RANGE 42 EAST, IN MIAMI-DADE
COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE
SOUTHEAST CORNER OF SAID NW 1/4 OF SECTION 30, TOWNSHIP 52 SOUTH, RANGE 42 EAST, SAID POINT
LYING AT THE INTERSECTION OF THE CENTERLINE OF N.E. 127TH STREET AND THE BASELINE OF SURVEY
OF STATE ROAD 915 (N.E. 6TH AVENUE), AS SHOWN ON THE DADE COUNTY PUBLIC WORKS
DEPARTMENT RIGHT OF WAY MAP FOR SAID N.E. 6TH AVENUE, DATED 12/13/1976, RECORDED IN PLAT
BOOK 101, PAGE 48 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N02°30'12"W
ALONG SAID BASELINE OF SURVEY OF STATE ROAD 915 AND THE EAST LINE OF SAID NW 1/4 OF SECTION 30,
FOR A DISTANCE OF 316.24 FEET; THENCE S87°29'48"W, DEPARTING SAID BASELINE OF SURVEY AT A
RIGHT ANGLE, FOR A DISTANCE OF 35.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF
STATE ROAD 915 (N.E. 6TH AVENUE) AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED
PARCEL:
THENCE CONTINUE S87°29'48"W, AT A RIGHT ANGLE FROM SAID WESTERLY RIGHT OF WAY LINE, FOR A
DISTANCE OF 8.00 FEET; THENCE N02°30'12"W, AT A RIGHT ANGLE FROM LASTLY DESCRIBED COURSE,
FOR A DISTANCE OF 10.00 FEET; THENCE N87A29'48"E, AT A RIGHT ANGLE FROM LASTLY DESCRIBED
COURSE, FOR A DISTANCE OF 8.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF
STATE ROAD 915; THENCE S02°30'12"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF
10.00 FEET TO THE POINT OF BEGINNING.

PARCEL 802:
A PORTION OF AIRSPACE WITHIN LOTS 37 AND 38 OF GRIFFING BISCAYNE PARK ESTATES BLOCK NO. 2, AS
RECORDED IN PLAT BOOK 5, PAGE 104 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN
THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 30, TOWNSHIP 52 SOUTH, RANGE 42 EAST, IN
MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID NW 1/4 OF SECTION 30, TOWNSHIP 52 SOUTH, RANGE
42 EAST, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.E. 127TH STREET AND THE
BASELINE OF SURVEY OF STATE ROAD 915 (N.E. 6TH AVENUE), AS SHOWN ON THE DADE COUNTY PUBLIC
WORKS DEPARTMENT RIGHT OF WAY MAP FOR SAID N.E. 6TH AVENUE, DATED 12/13/1976, RECORDED IN
ROAD PLAT BOOK 101, PAGE 48 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE
N02°30'12"W ALONG SAID BASELINE OF SURVEY OF STATE ROAD 915 AND THE EAST LINE OF SAID NW 1/4
OF SECTION 30, FOR A DISTANCE OF 326.24 FEET, THENCE S87°29'48"W, DEPARTING SAID BASELINE OF
SURVEY AT A RIGHT ANGLE, FOR A DISTANCE OF 35.00 FEET TO A POINT ON THE WESTERLY RIGHT OF
WAY LINE OF STATE ROAD 915 (N.E. 6TH AVENUE) AND THE POINT OF BEGINNING OF THE HEREINAFTER
DESCRIBED PARCEL OF LAND:
THENCE CONTINUE S87°29'48"W, AT A RIGHT ANGLE FROM SAID WESTERLY RIGHT OF WAY LINE, FOR A
DISTANCE OF 8.00 FEET; THENCE N02°30'12"W, AT A RIGHT ANGLE FROM LASTLY DESCRIBED COURSE,
FOR A DISTANCE OF 26.50 FEET; THENCE N87°29'48"E, AT A RIGHT ANGLE FROM LASTLY DESCRIBED
COURSE, FOR A DISTANCE OF 8.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF
STATE ROAD 915; THENCE S02°30'12"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF
26.50 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL SHALL BE CONTAINED WITHIN THE FOLLOWING VERTICAL SPACE: THE
BOTTOM PLANE OF THE VERTICAL SPACE SHALL BE AT AN ELEVATION OF 25.00 FEET, AND THE TOP PLANE
OF THE VERTICAL SPACE SHALL BE AT AN ELEVATION OF 34.00 FEET, RESULTING IN A PARCEL HEIGHT OF
9.00 FEET. THIS VERTICAL SPACE, AS DEFINED, IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF
1988 (NAVD88), AS SHOWN ON THE FDOT PROJECT CONTROL FPR STATE ROAD 922, FINANCIAL PROJECT
NUMBER 427521-2-52-01.

Prepared by and return recorded copy to:

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

The Above Blank Space is for Recording Purposes

ENCROACHMENT & RESTRICTIVE COVENANT AGREEMENT

THIS ENCROACHMENT & RESTRICTIVE COVENANT AGREEMENT (this "Covenant Agreement"), made and entered into this 25 day of July, 2025, by and between NOMI HOLDING GROUP 2 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 properties generally located at 12830-12840 NE 6 Avenue and 575 NE 127 Street within the City of North Miami, Florida, and more particularly described in Exhibit "A", (collectively, the "Property"); and

WHEREAS, Owner intends on developing a mixed use building with commercial and residential uses (the "Development"); and

WHEREAS, the Property abuts that certain five-foot platted walkway and runs both in a North/South direction and East/West direction as shown on the Griffing Biscayne Park Estates Plat, as recorded in Plat Book 5, Page 104 of the Public Records of Miami-Dade County, Florida (the "Plat"); and

WHEREAS, as part of the Development, Owner desires to construct a small portion of the vertical structure encroaching into the abutting platted walkway (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 abutting platted walkway; and

WHEREAS, the City is willing to allow Owner's Encroachment into and over the platted walkway; 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 platted walkway, 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 public walkway, 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 _____ day of _____ 2025.

FIRST WITNESS:

Sign: Regina Guimaraes
Print Name: Regina Guimaraes
Address: 250 NE 25th St Miami, FL 33131

OWNER:

NOMI HOLDING GROUP 2 LLC, a Florida limited liability company

By: [Signature]

SECOND WITNESS:

Sign: Carolina Rodriguez
Print Name: Carolina Rodriguez
Address: 250 NE 25th St Miami, 33131

STATE OF Florida
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of May, 2025, by Paldo Gonzalez, as Owner of NOMI HOLDING GROUP 2 LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or who has produced _____ as identification.

[Notary Seal]



Daniela Garcia Vergara
Comm.: HH 445704
Expires: Sep. 19, 2027
Notary Public - State of Florida

Notary Public

Daniela Garcia

Name typed, printed or stamped

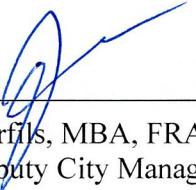
My Commission Expires: Sept 19 2027

ATTEST:

CITY OF NORTH MIAMI,

a municipal Corporation of the State of Florida


Vanessa Joseph, Esq.
City Clerk


John R. Lorff, MBA, FRA-RA, CP3P
Interim Deputy City Manager

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**


Jeff P. H. Cazeau
City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

FOLIO NUMBER: 06-2230-024-0310

LOT 33, BLOCK 2, GRIFFING BISCAYNE PARK ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 104, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FOLIO NUMBER: 06-2230-024-0340

LOT 40, BLOCK 2, GRIFFING BISCAYNE PARK ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 104, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

FOLIO NUMBER: 06-2230-024-0330

LOT 34, 35, 36, 37, 38 AND 39, BLOCK 2, OF GRIFFING BISCAYNE PARK ESTATES, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 5, PAGE 104, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT PARCELS 801 AND 802, IN FAVOR OF STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY EMINENT DOMAIN PROCEEDING UNDER CASE NO. 2021-4139-CA-01 AS EVIDENCED BY CERTIFICATE OF PAYMENT RECORDED IN O.R. BOOK 32833, PAGE 4672, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULAR DESCRIBED AS FOLLOWS:

PARCEL 801:

A PORTION OF LOT 37 OF GRIFFING BISCAYNE PARK ESTATES BLOCK NO. 2, AS RECORDED IN PLAT BOOK 5, PAGE 04 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 30, TOWNSHIP 52 SOUTH, RANGE 42 EAST, IN MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHEAST CORNER OF SAID NW 1/4 OF SECTION 30, TOWNSHIP 52 SOUTH, RANGE 42 EAST, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.E. 127TH STREET AND THE BASELINE OF SURVEY OF STATE ROAD 915 (N.E. 6TH AVENUE), AS SHOWN ON THE DADE COUNTY PUBLIC WORKS DEPARTMENT RIGHT OF WAY MAP FOR SAID N.E. 6TH AVENUE, DATED 12/13/1976, RECORDED IN PLAT BOOK 101, PAGE 48 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N02°30'12"W ALONG SAID BASELINE OF SURVEY OF STATE ROAD 915 AND THE EAST LINE OF SAID NW 1/4 OF SECTION 30, FOR A DISTANCE OF 316.24 FEET; THENCE S87°29'48"W, DEPARTING SAID BASELINE OF SURVEY AT A RIGHT ANGLE, FOR A DISTANCE OF 35.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 915 (N.E. 6TH AVENUE) AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL.

THENCE CONTINUE S87°29'48"W, AT A RIGHT ANGLE FROM SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 8.00 FEET; THENCE N02°30'12"W, AT A RIGHT ANGLE FROM LASTLY DESCRIBED COURSE, FOR A DISTANCE OF 10.00 FEET; THENCE N87°42'48"E, AT A RIGHT ANGLE FROM LASTLY DESCRIBED COURSE, FOR A DISTANCE OF 8.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD 915; THENCE S02°30'12"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

PARCEL 802:

A PORTION OF AIRSPACE WITHIN LOTS 37 AND 38 OF GRIFFING BISCAYNE PARK ESTATES BLOCK NO. 2, AS RECORDED IN PLAT BOOK 5, PAGE 104 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 30, TOWNSHIP 52 SOUTH, RANGE 42 EAST, IN MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID NW 1/4 OF SECTION 30, TOWNSHIP 52 SOUTH, RANGE 42 EAST, SAID POINT LYING AT THE INTERSECTION OF THE CENTERLINE OF N.E. 127TH STREET AND THE BASELINE OF SURVEY OF STATE ROAD 915 (N.E. 6TH AVENUE), AS SHOWN ON THE DADE COUNTY PUBLIC WORKS DEPARTMENT RIGHT OF WAY MAP FOR SAID N.E. 6TH AVENUE, DATED 12/13/1976, RECORDED IN ROAD PLAT BOOK 101, PAGE 48 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N02°30'12"W ALONG SAID BASELINE OF SURVEY OF STATE ROAD 915 AND THE EAST LINE OF SAID NW 1/4 OF SECTION 30, FOR A DISTANCE OF 326.24 FEET; THENCE S87°29'48"W, DEPARTING SAID BASELINE OF SURVEY AT A RIGHT ANGLE, FOR A DISTANCE OF 35.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 915 (N.E. 6TH AVENUE) AND THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND.

THENCE CONTINUE S87°29'48"W, AT A RIGHT ANGLE FROM SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 8.00 FEET; THENCE N02°30'12"W, AT A RIGHT ANGLE FROM LASTLY DESCRIBED COURSE, FOR A DISTANCE OF 26.50 FEET; THENCE N87°29'48"E, AT A RIGHT ANGLE FROM LASTLY DESCRIBED COURSE, FOR A DISTANCE OF 8.00 FEET TO A POINT ON AFORESAID WESTERLY RIGHT OF WAY LINE OF STATE ROAD 915; THENCE S02°30'12"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 26.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL SHALL BE CONTAINED WITHIN THE FOLLOWING VERTICAL SPACE: THE BOTTOM PLANE OF THE VERTICAL SPACE SHALL BE AT AN ELEVATION OF 25.00 FEET, AND THE TOP PLANE OF THE VERTICAL SPACE SHALL BE AT AN ELEVATION OF 34.00 FEET, RESULTING IN A PARCEL HEIGHT OF 9.00 FEET. THIS VERTICAL SPACE, AS DEFINED, IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), AS SHOWN ON THE FDOT PROJECT CONTROL FPR STATE ROAD 922, FINANCIAL PROJECT NUMBER 427521-2-52-01.

EXHIBIT "B"
ENCROACHMENT DIAGRAM



16TH AVE.

PROJECT, ADDRESS AND OWNER

20

NOMI 6
1200 NE 6th Ave | Tampa, FL 33601
ER

ARCHITECT

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CONSULTING ENGINEERS
STRUCTURAL ENGINEER
B&J CONSULTING ENGINEERS
7651 15th St. Suite 414
1444 33rd St. 414

FRAYNE ENGINEERS INC
19515 N.W. 107TH STREET
MIAMI, FL 33172
(305) 661-5500
FAX: (305) 661-5505
E-MAIL: frayne@frayne.com

REVIEWS

PERMIT SET

PROJECT No.: 2217
ISSUE DATE: 12/20/2024
REVISIONS: 1

<p>SCALE:</p> <p>10 FEET OF THE ARCHITECT'S OR ENGINEER'S KNOWLEDGE, THE PAYMENT AND SPECIFICATIONS EQUIPPED WITH THE APPROPRIATE MATERIALS COSES AND THE APPLICABLE FIRE-PROOFING STANDARDS.</p> <p>2.5 FEET DEDUCED BY THE COST OF INSURANCE</p>	<p>SEAL:</p> <p></p>
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CONTINUATION

G-7.1

JOURNAL OF CLIMATE