

CFN: 20160137748 BOOK 29988 PAGE 3685
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HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

North Miami FL T1038

This instrument was prepared by:

Name: Tracy R. Slavens, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, FL 33131

(Space reserved for Clerk)

**COVENANT RUNNING WITH THE LAND
IN LIEU OF UNITY OF TITLE
(Commercial)**

KNOW ALL BY THESE PRESENTS that the undersigned Owner hereby makes, declares and imposes on the land herein described, these covenants running with the title to the land, 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 North Miami Beach, Florida, described in Exhibit "A," attached hereto and made a part hereof, hereinafter called the "Property;"

WHEREAS, Owner is desirous of developing the Property for commercial purposes and wants to assure the City of North Miami Beach that the integrity of the large scale development will be built in accordance with proffered plans consistent with the City of North Miami Beach Code of Ordinances;

WHEREAS, Owner may wish to convey portions of the property from time to time, and may wish to develop the same in phases or stages, or may wish to offer units as condominiums and is executing this instrument to assure the City of North Miami Beach that the development will not violate the City of North Miami Beach Code of Ordinances when it is so developed;

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

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

1. This agreement 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 will be developed in substantial accordance with the site plan entitled, "ABC Fine Wine & Spirits North Miami Beach for EIP At NMB, LLC & Target Corporation", as prepared by Thomas Engineering Group dated 01/15/16 and Landscape Plans prepared by Thomas Engineering Group, dated 02/22/16 and consisting of two (2) sheets (the "Plan").
3. Each phase or stage of development of the Property shall be developed in substantial accordance with the Plan, as may be amended in accordance with applicable law.
4. In the event of multiple ownerships 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 instrument. Owner has executed and recorded a Declaration of Restrictive Covenants and Easement Agreement dated February __, 2016 containing certain easements for access, signage, and utilities, more particularly described therein.
5. 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 North Miami Beach Community Development Department, acting for and on behalf of the City of North Miami Beach, Florida, upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the property for the purposes herein intended.
6. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument by the Owner or successor developer or condominium association on behalf of the then owners of the respective parcels within the Property, with joinders by all mortgagees, if any, provided that the condominium association has appropriate authority to act on behalf of the owners of the Property in this regard, or, failing that, the written consent of the then owner(s) of the Property, and the same is also approved by the Director of the City of North Miami Beach Community Development Department or her/his successor. Should this Agreement be so released, amended or modified, the Director of the City of North Miami Beach Community Development Department or her/his successor, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.
7. 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 Agreement 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. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

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8. 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.
9. This Agreement shall be recorded in the public records of Miami-Dade County, Florida at the Owner's expense.
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 Agreement, in addition to any other remedies available, the City of North Miami Beach is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Agreement is complied with.

[Execution Pages Follow]

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EXHIBIT "A"**Legal Description of Subject Property:****PARCEL 1**

TRACT "A" OF ANNA LOUISA KAY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 149, PAGE 53

FORMERLY DESCRIBED AS

PORTION OF LOTS 11 AND 12, THE EAST 10 FEET OF THE NORTH 120 FEET OF LOT 21 AND THE NORTHWEST 1/4 OF LOT 22 OF "AMENDED PLAT OF R. E. McDONALD'S SUBDIVISION" OF SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 22, TOGETHER WITH LOTS 1 AND 2, BLOCK 11 "ARCH CREEK HIGHLANDS" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, AT PAGE 3, BOTH OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 21; THENCE SOUTH 87°11'55" WEST ALONG THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 21 FOR 92.35 FEET; THENCE SOUTH 14°55'05" WEST FOR 20852 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 14°55'05" WEST FOR 482.26 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 11 ALSO BEING THE NORTH LINE OF SAID LOT 22; THENCE SOUTH 87°18'03" WEST ALONG THE PREVIOUSLY DESCRIBED LINE FOR 25.32 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST 1/4 OF SAID LOT 22; THENCE SOUTH 02°58'59" EAST ALONG SAID EAST LINE BEING PARALLEL WITH AND 330.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21 FOR 328.98 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID LOT 22; THENCE SOUTH 87°21'07" WEST ALONG SAID SOUTH LINE FOR 330.00 FEET; THENCE NORTH 02°58'59" WEST ALONG A LINE PARALLEL WITH AND 660.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21 FOR 207.50 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF N.E. 140TH TERRACE AND ITS EASTERLY EXTENSION THEREOF ALSO BEING THE SOUTHERLY LINE OF SAID LOTS 1 AND 2, BLOCK 11 OF "ARCH CREEK HIGHLANDS" AND ITS EASTERLY EXTENSION THEREOF; THENCE SOUTH 87°13'21" WEST ALONG THE PREVIOUSLY DESCRIBED LINE FOR 100.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A 25 FOOT RADIUS CURVE LEADING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°44'56" AND AN ARC LENGTH OF 39.16 FEET; THENCE NORTH 03°01'43" WEST ALONG THE WEST LINE OF SAID LOTS 1 AND 2 OF BLOCK 11 FOR 96.47 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 12; THENCE SOUTH 87°18'03" WEST ALONG SAID SOUTH LINE FOR 382.24 FEET TO A POINT ON A CURVE ON THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD FIVE, WHOSE RADIUS POINT BEARS SOUTH 75°48'03" EAST FROM THE RADIUS OF SAID CURVE; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE, HAVING A RADIUS OF 5548.40 FEET AND A CENTRAL ANGLE OF 02°03'38" FOR AN ARC LENGTH OF 199.54 FEET TO A POINT OF REVERSE CURVATURE; THENCE CONTINUE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE, HAVING A RADIUS OF 6133.77 FEET, WHOSE RADIUS POINT BEARS NORTH 77°51'41" WEST FROM THE CENTER OF SAID CURVE, HAVING A CENTRAL ANGLE OF 02°36'13" FOR AN ARC LENGTH OF 278.72 FEET; THENCE NORTH 87°18'03" EAST ALONG A LINE PARALLEL WITH AND 459.64 FEET NORTH OF THE SOUTH LINE OF SAID LOTS 11 AND 12 FOR 876.48 FEET TO THE POINT OF BEGINNING.

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PARCEL 2

TOGETHER WITH AN EASEMENT FOR ROAD WAY PURPOSES OVER AND ACROSS A PORTION OF LOTS 11 AND 12 AND A 15 FOOT ROAD ADJACENT THERETO AS SHOWN ON THE AMENDED PLAT OF R.E. MCDONALD'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 22, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AS SET FORTH IN THE EASEMENT AGREEMENT MADE BY AMONGST THE CITY OF NORTH MIAMI, A FLORIDA MUNICIPAL CORPORATION AND DAYTON HUDSON CORPORATION, DATED OCTOBER 2, 1995, FILED DECEMBER 5, 1995, IN OFFICIAL RECORDS BOOK 17012, AT PAGE 4819, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PROPOSED ROADWAY EASEMENT OVER AND ACROSS A PORTION OF LOTS 11 AND 12 AND A 15 FOOT ROAD ADJACENT THERETO AS SHOWN ON RECORDED PLAT BOOK 2 AT PAGE 22 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 21, TOWNSHIP 52 SOUTH, RANGE 42 EAST; THENCE SOUTH 87°11'55" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 21, FOR A DISTANCE 557.43 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 87°11'55" WEST ALONG THE PREVIOUSLY DESCRIBED COURSE FOR A DISTANCE OF 425.85 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 5 (SECTION 87030-2571 PER O.R.B. 15856, PAGE 2771); THENCE SOUTH 14°55'21" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 62.99 FEET; THENCE NORTH 87°11'55" EAST A DISTANCE OF 350.12 FEET; THENCE SOUTH 47°41'87" EAST FOR A DISTANCE OF 35.07 FEET; THENCE SOUTH 02°41'57" EAST FOR A DISTANCE OF 113.77 FEET; THENCE NORTH 87°18'03" EAST FOR A DISTANCE OF 85.00 FEET; THENCE NORTH 47°41'57" WEST FOR A DISTANCE OF 35.35 FEET; THENCE NORTH 02°41'57" WEST FOR A DISTANCE OF 103.77 FEET; THENCE NORTH 42°18'03" EAST FOR A DISTANCE OF 14.14 FEET; THENCE NORTH 02°41'57" WEST FOR A DISTANCE OF 59.97 FEET TO THE POINT OF BEGINNING.

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HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

Drafted by:
Target Corporation
1000 Nicollet Mall, TPS-3155
Minneapolis, MN 55403
Attn: Michael J. Broich, Esq.

**DECLARATION OF RESTRICTIVE COVENANTS
AND EASEMENT AGREEMENT**

THIS DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENT AGREEMENT (this "Declaration") is dated February 23, 2016, by TARGET CORPORATION, a Minnesota corporation (the "Declarant").

RECITALS

A. Declarant is the fee owner of property located in Miami-Dade County, Florida legally described on Exhibit A attached hereto (the "Outparcel") and depicted on Exhibit C attached hereto (the "Site Plan").

B. Declarant is also the fee owner of property adjacent to the Outparcel and legally described on Exhibit B attached hereto (the "Target Parcel").

C. Declarant has decided to impose upon and subject the Outparcel to certain covenants, restrictions and conditions for the benefit of the Target Parcel.

NOW THEREFORE, Declarant hereby declares, imposes upon, and makes the Outparcel subject to the following covenants, restrictions, and conditions.

1. Recitals. The recitals set forth above are hereby incorporated into this Declaration as more fully set forth herein.

2. Definitions. The following terms have the meanings hereinafter set forth:

2.1 Target Parcel Owner. The owner(s) from time to time of all or any portion of the Target Parcel.

2.2 Outparcel Owner. The owner(s) from time to time of all or any portion of the Outparcel.

3. Imposition of Covenants. Declarant hereby declares, imposes upon, and makes the Outparcel subject to all of the following covenants, restrictions and conditions:

TL#1673343v7

3.1 Limitations on Development. Outparcel Owner may not erect any building on or commence site improvements to the Outparcel until Target Parcel Owner has issued its written approval of the final exterior design plans for such building (including color scheme and materials) and of the site plan showing the finished grades, drainage scheme, location of such building and other related or supportive facilities (including landscaping, parking lot layout and exterior signing). Target Parcel Owner's approval may not be unreasonably withheld; provided, however, that in all events the following provisions must be complied with:

3.1.1 no building may be constructed, placed or located outside of the "building areas" designated on the Site Plan. For purposes of this Declaration, a "building" means any permanently enclosed structure placed, constructed or located on the Outparcel and includes any building appurtenances such as stairs leading to or from a door, transformers, trash containers or compactors, canopies, supports, loading docks, truck ramps, and other outward extensions of such structure.

3.1.2 no building height may exceed twenty-four (24) feet nor contain more than one story, except for architectural features up to twenty eight (28) feet six (6) inches (which may not exceed 30% of lineal frontage on any one side of a building). For purposes of this Declaration, the height of any building will be measured perpendicular from the finished floor elevation to the top of the roof structure, including any screening, parapet, penthouse, mechanical equipment or similar appurtenance located on the roof of such Building.

3.1.3 no building may be constructed, positioned, or placed within ten (10) feet of the boundary line of Target Parcel.

3.1.4 the total gross building area of all improvements on the Outparcel (including all floors, basements and mezzanines open to the public, but not including any mezzanines not open to the public, any outdoor seating, or covered or uncovered drive-through areas) may not exceed 9,990 square feet.

3.1.5 all mechanical equipment (whether mounted upon the roof or on the ground), transformers, trash containers or compactors and any trash area must be screened.

3.1.6 all utility lines and systems must be placed underground whenever possible (unless prohibited by the applicable utility).

3.1.7 there must be maintained sufficient ground level, standard automobile size, parking spaces in order to comply with the following minimum requirements: four (4) parking spaces for each one thousand (1,000) square feet of floor area.

3.1.8 delivery vehicles are not permitted to park overnight on the Outparcel.

3.1.9 no free standing identification/logo sign (pylon, monument or otherwise) is permitted upon the Outparcel.

3.1.10 none of the following are permitted outside of any building located upon the Outparcel: flashing lights or spot lights; pennants or banners; or loud speakers (except that (i) a drive through may have a communications box, and (ii) a patio with outdoor seating may have external speakers, but in both (i) and (ii) the sound level may not exceed 60 decibels at the property line of the Outparcel).

Target Parcel Owner has thirty (30) days after receipt of such plans for review. If Target Parcel Owner takes no action within said thirty (30) day period, the plans will be deemed approved, but nothing relieves Outparcel Owner from compliance with the provisions of clauses 3.1.1 through 3.1.10 above.

3.2 Maintenance of Outparcel. Outparcel Owner must maintain the exterior of all buildings and the grounds in the same or better condition than the buildings and grounds located on the Target Parcel. Outparcel Owner must maintain adequate ground cover on all portions of the Outparcel in an appropriate and satisfactory appearance until development. If Outparcel Owner fails to perform such maintenance within thirty (30) days after written notice from Target Parcel Owner, Target Parcel Owner or its agent or assigns may enter the Outparcel and perform such maintenance, whereupon all expenses associated with such maintenance must be paid by Outparcel Owner upon Target Parcel Owner's demand.

3.3 Alterations. Outparcel Owner may not make alterations to the exterior of any building located on the Outparcel or changes in site improvements (except for normal maintenance) unless at least thirty (30) days before construction be commenced, Target Parcel Owner has issued its written approval of the alterations or changes, which approval may not be unreasonably withheld, but the other requirements set forth in this Declaration must continue to be complied with. No such alterations or changes may be made by Outparcel Owner from October 15 to January 15, unless an emergency exists.

3.4 Timing of Construction of Improvements. Outparcel Owner may perform all or a portion of site improvement work and/or the construction of building improvements on the Outparcel after the completion of improvements on the Target Parcel (the "Improvement Work"). If the performance of any of the Improvement Work will not be completed before commencement of business operations on the Target Parcel, then Outparcel Owner must comply with the following conditions:

3.4.1 no Improvement Work may be commenced (a) unless Outparcel Owner gives Target Parcel Owner thirty (30) days' notice in advance of commencement of such work describing such work in reasonable detail and the

dates on which, absent unavoidable delay, the same will be commenced and completed, and (b) or continued during the period from October 15 to January 15 of each year, except for work inside an enclosed building.

3.4.2 None of the Improvement Work may be conducted in such a manner as to cause any delay in or interference with the conduct of business on Target Parcel. Nothing in this Declaration obligates Outparcel Owner to commence any Improvement Work, but once any Improvement Work is commenced, all of the Improvement Work must be prosecuted continuously and with all due diligence to completion.

3.4.3 Before substantial completion of the Improvement Work, Outparcel Owner must place and maintain appropriate ground cover over the balance of the Outparcel to make its appearance consistent with a first class retail shopping center and to prevent erosion and blowing dust, including the maintenance of any sod, hydroseed and/or grass located thereon.

3.5 Limitations on Building Signs. No more than three (3) sides of the building(s) located on the Outparcel may have exterior building signs. No exterior building sign on the Outparcel may be:

3.5.4 placed on canopy roofs extending above the building roof, placed on penthouse walls, or placed so as to project above the parapet, canopy, or top of the wall upon which it is mounted.

3.5.5 placed at any angle to the building; provided, however, the foregoing does not apply to any sign located under a sidewalk canopy if such sign is at least eight (8) feet above the sidewalk.

3.5.6 painted on the surface of any building.

3.5.7 flashing, moving or audible.

3.5.8 made utilizing exposed raceways, exposed neon tubes, exposed ballast boxes, or exposed transformers.

3.5.9 made of paper or cardboard, or temporary in nature (exclusive of contractor signs), or be a sticker or decal; provided, however, the foregoing does not prohibit the placement at the entrance of each occupant's space of a small sticker or decal indicating hours of business, emergency telephone numbers, acceptance of credit cards, and other similar items of information.

3.6 Use of Name. The name "Target" or any variation using the name "Target" may not be used in any business or trade conducted upon the Outparcel.

3.7 Use Limitations. Outparcel Owner may use the Outparcel only for financial institutions, retail sales, retail services and restaurants, which must, in any event, be consistent with the operation of a first class shopping center; provided however, these limitations do not apply to office space used by Outparcel Owner for administrative purposes and which is not open to the general public. Without limiting the generality of the foregoing, in no event may the Outparcel be used for any of the following purposes described on the attached Exhibit D.

4. Contribution. Outparcel Owner must pay to Target Parcel Owner, as a contribution towards the maintenance of the common area on the Target Parcel (including the Access Easement Area and Parking Area), the annual sum of Five Thousand Dollars (\$5,000) per year (subject to adjustment as hereinafter provided) (the "Annual Payment"), in advance, commencing on January 1, 2017, and on each January 1 thereafter. The Annual Payment will be increased, commencing on January 1, 2022 and each five (5) year interval thereafter, to an amount equal to 110% of the annual contribution for the prior year.

5. Duration. This Declaration and the covenants, restrictions, and conditions created herein run with and bind, and inure to the benefit of and are enforceable by the owners of the Outparcel and the Target Parcel, their respective legal representatives, heirs, successors and assigns for a period of sixty (60) years from the date hereof.

6. Easement Grant – Outparcel.

6.1 Water Line Easement. Outparcel Owner hereby grants to Target Parcel Owner a non-exclusive, perpetual easement (the "Water Line Easement") for the purpose of installing an underground water utility line on the Outparcel within the area depicted on the Site Plan as the "Water Line Easement Area". The Water Line Easement is appurtenant to and for the benefit of the Target Parcel. The right to use the Water Line Easement may be extended by Target Parcel Owner to its successors and assigns and to tenants and subtenants of the Target Parcel. The Water Line Easement grant includes reasonable access over, across, and upon the Outparcel to permit the water utility line to be installed, replaced, and maintained. Outparcel Owner may not place or permit any improvements within the Water Line Easement Area except driveways, parking lots, sidewalks, curbing, or grass ("Permitted Improvements"). Target Parcel Owner may remove any improvements other than the Permitted Improvements, and need not replace them. However, Target Parcel Owner must replace any Permitted Improvements that Target Parcel Owner destroys in the process of installing, replacing, or maintaining the water utility line within the Water Line Easement Area. Subject to the Target Parcel Owner's prior written approval, the Outparcel Owner may relocate the existing water line, at the Outparcel Owner's sole cost.

6.2 Maintenance and Operation of Water Line Easement Area. Target Parcel Owner must maintain the water utility line in a good state of repair and condition. Outparcel Owner must maintain the surface of the Water Line Easement Area in a good state of repair and condition.

7. Easement Grants – Target Parcel.

7.1 Sign Panel Easements. Target Parcel Owner hereby grants to Outparcel Owner exclusive easements (the “Panel Easements”) for the purpose of installing one (1) sign panel (both sides of the sign structure) (i) on the pylon/monument signs located on the Target Parcel and depicted on the Site Plan as the “Sign A” and “Sign B”, and (ii) in the location on such Signs labelled as the Sign Panel on the attached Exhibit E (the “Sign Panels”). The Panel Easements are appurtenant to and for the benefit of the Outparcel. The right to use the Panel Easements may be extended by Outparcel Owner to its successors and assigns and to tenants and subtenants of the Outparcel. The design, content, and aesthetics of the Sign Panels will be subject to Target Parcel Owner’s prior reasonable approval. Outparcel Owner must fabricate and install the Sign Panels at Outparcel Owner’s sole cost. The Panel Easements grant includes reasonable access over, across, and upon the Target Parcel to permit the Sign Panels to be installed, replaced, and maintained. The Panel Easements are subject to the following conditions:

7.1.1 Declarant is not certain that Declarant has the legal right to maintain Sign B in its current location (it may be located there under an informal agreement, or under no agreement). Therefore, Declarant makes no representation or warranty to any future Outparcel Owner regarding the Panel Easement related to Sign B, and no Outparcel Owner will be entitled to any claims or damages if Sign B is no longer able to be maintained for any reason.

7.1.2 If, despite diligent efforts, Outparcel Owner is unable to obtain any necessary governmental approvals to be able to place a Sign Panel on Sign A, then, upon written notice to Target Parcel Owner, Outparcel Owner may elect to terminate the Panel Easements, and thereafter Outparcel Owner may instead install (at Outparcel Owner’s sole cost) one (1) monument sign on the Outparcel, in a location (i) within twenty (20) feet of Biscayne Boulevard, but (ii) not within fifty (50) feet of Sign A. Such monument sign (x) may not be taller than eight (8) feet, (y) may not have more than two (2) sign panels (both sides) attached to it, and (z) will be subject to Target Parcel Owner’s prior reasonable approval, as to the design, content, and aesthetics.

7.2 Maintenance and Operation of Signs. Target Parcel Owner must maintain the Signs (other than the Sign Panels) in a good state of repair and condition. Outparcel Owner must maintain the Sign Panels in a good state of repair and condition. Target Parcel Owner reserves the right to modify the location of the Signs, provided reasonable visibility to Biscayne Boulevard (for Sign A) and 143rd Street (for Sign B) is maintained. Upon such relocation, Target Parcel Owner and Outparcel Owner will enter into a recordable amendment to this Declaration showing the relocated Sign. The Panel Easements will automatically expire upon termination of this Declaration.

7.3 Access Easement Area. Target Parcel Owner hereby grants to Outparcel Owner a non-exclusive perpetual easement, in common with Target Parcel Owner and others entitled to use the same, for the purpose of vehicular ingress and egress to and from the Outparcel and the public rights of way known as Biscayne Boulevard, extending over, upon, and across the portion of the driveway on the Target Parcel identified as "Access Easement Area" on the Site Plan ("Access Easement Area"), but this grant of easement will in no event be construed to create any rights to park vehicles upon any portion of the Access Easement Area and/or the Target Parcel. The easement established herein is appurtenant to and for the benefit of the Outparcel. The right to use the Access Easement Area may be extended by Outparcel Owner to its successors and assigns and their customers, employees, tenants, subtenants, suppliers, contractors, business invitees and other persons having contact with the activities being conducted on the Outparcel (collectively, the "Outparcel Owner Parties"). Further, Target Parcel Owner reserves the right to relocate any driveways or other paved areas on the Target Parcel, including the Access Easement Area, in its sole discretion from time-to-time provided reasonable access to the Outparcel is maintained and not materially changed from the location of the Access Easement Area.

7.4 Maintenance and Operation of Access Easement Area. Target Parcel Owner must maintain all paved surfaces within the Access Easement Area in a smooth, clean, orderly, safe and good state of repair and condition. Target Parcel Owner reserves the right to modify the location of the curb cuts between the public streets and the Access Easement Area, provided that a reasonable means of access between the Outparcel and a public street remains open at all times during such relocation. Upon such curb cut relocation, Target Parcel Owner and Outparcel Owner will enter into a recordable amendment to this Declaration showing the relocated Access Easement Area. Target Parcel Owner will be permitted to temporarily close the Access Easement Area for reasonable periods of time under the circumstances, as needed (a) to perform repairs and/or maintenance, or (b) to avoid a public dedication, provided that a reasonable means of access between the Outparcel and a public street remains open at all times. Repair and maintenance work will be pursued to completion with reasonable diligence to minimize the time period that a closure is needed.

7.5 Parking Area. Target Parcel Owner hereby grants to Outparcel Owner a non-exclusive easement, in common with Target Parcel Owner and others entitled to use the same, for the purpose of vehicular parking extending over, upon, and across the portion of the parking lot on the Target Parcel identified as "Parking Easement Area" on the Site Plan ("Parking Easement Area"). The easement established herein is appurtenant to and for the benefit of the Outparcel. The right to use the Parking Easement Area may be extended by Outparcel Owner to the Outparcel Owner Parties. Further, Target Parcel Owner reserves the right to relocate and reconfigure the parking, driveway, and other paved areas on the Target Parcel, including the Parking Easement Area, in its sole discretion from time-to-time provided (i) reasonable access from the Outparcel to the Parking Easement Area is maintained and (ii) at least forty (40) parking spaces are available within Parking Easement

Area. The Parking Area Easement will automatically expire upon termination of this Declaration.

7.6 Indemnity and Insurance. Upon written demand by Target, Outparcel Owner must defend, protect, indemnify, and hold harmless Target Parcel Owner from and against all claims or demands, including any actions or proceedings brought thereon, and all costs, expenses and liabilities of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the use the Parking Easement Area by Outparcel Owner or Outparcel Owner Parties. If, after such indemnity by Outparcel Owner, a court of law determines that Target Parcel Owner was negligent or committed intentional malfeasance, then Target Parcel Owner must reimburse Outparcel Owner for the out-of-pocket costs incurred by Outparcel Owner for Outparcel Owner's indemnity, but only to the extent of such negligence or intentional malfeasance by Target Parcel Owner. Outparcel must maintain, as to the Parking Easement Area, in full force and effect Commercial General Liability Insurance with a combined single limit of liability of Five Million Dollars (\$5,000,000.00) in Constant Dollars for bodily injury, personal injury and property damage, arising out of any one occurrence. Target Parcel Owner must be an "additional insured" under such policy.

7.7 Maintenance and Operation of Parking Area. Target Parcel Owner must maintain all paved surfaces within the Parking Easement Area in a smooth, clean, orderly, safe and good state of repair and condition. Target Parcel Owner will be permitted to temporarily close the Parking Easement Area for reasonable periods of time under the circumstances, as needed (a) to perform repairs and/or maintenance, or (b) to avoid a public dedication, provided that a reasonable means of access between the Outparcel and a public street remains open at all times. Repair and maintenance work will be pursued to completion with reasonable diligence to minimize the time period that a closure is needed.

8. Enforcement.

8.1 Remedies. Benefit Owner may enforce, by any proceeding at law or in equity, all covenants, restrictions and conditions now or hereafter imposed by the provision of the covenants against the Outparcel and the owners of the Outparcel. In addition to all other remedies available at law or in equity, Target Parcel Owner may apply for and obtain from court of competent jurisdiction equitable relief in the way of a temporary restraining order, temporary and permanent injunction and/or a decree of specific performance prohibiting such activities in violation of the provisions hereof and/or enforcing the terms of this Declaration.

8.2 Costs of Enforcement. If any party brings an action against any other owner under this Declaration, the prevailing party in the action will be entitled to collect all of its costs of the action, including reasonable attorneys' fees, from the non-prevailing party.

8.3 Waiver of Right to Trial by Jury. Each party hereby waives, to the fullest extent permitted by law, the right to trial by jury in any action, proceeding or counterclaim filed by either party, whether in contract, tort or otherwise, relating directly or indirectly to this Declaration.

8.4 No Waiver. The failure of Target Parcel Owner to insist upon strict performance of any of the terms, covenants or conditions hereof will not be deemed a waiver of any rights or remedies which that party may have hereunder, at law or in equity, and will not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

9. Severability. Invalidation of any of the provisions herein by judgment or court order will not affect any of the other provisions which will remain in full force and effect, until the date of expiration hereunder.

10. Reformation. If any provision contained in this Declaration is or would be deemed invalid under or would otherwise violate applicable law, such provision will ipso facto be automatically reformed sufficient to comply with applicable law and such reformed provision will be enforceable to the fullest extent permitted by applicable law.

11. No Merger. Neither this Declaration nor the other rights created herein will terminate or merge by reason of common ownership of the Outparcel and the Target Parcel, or any portion of either thereof.

12. Amendment and Termination. This Declaration may be amended or terminated only by written agreement signed by both Target Parcel Owner and Outparcel Owner.

13. Miscellaneous. This Declaration is governed by and construed in accordance with the laws of the State or Commonwealth in which the Outparcel is located. This Declaration may not be construed strictly for or against either Target Parcel Owner or Outparcel Owner. This Declaration may be signed in counterparts, each of which will be deemed an original and all of which when taken together constitute one instrument.

14. Notices. All notices required or permitted to be given under this Declaration must be in writing and (i) delivered to the party intended, (ii) delivered to the then designated address of the party intended, (iii) rejected at the then designated address of the party intended, provided such notice was sent prepaid, or (iv) sent by nationally recognized overnight courier with delivery instructions for "next business day" service.

Upon at least ten (10) days prior notice, each party may change its address to any other address within the United States of America. The initial address of the Declarant is:

Declarant: Target Corporation
Target Properties
Attn: Real Estate Portfolio Management/North Miami, FL
1000 Nicollet Mall, TPN12H
Minneapolis, MN 55403

[SIGNATURE PAGE FOLLOWS]

EXHIBIT A**Outparcel**

A PORTION OF TRACT "A", ""ANNA LOUISA KAY SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 149, PAGE 53, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID TRACT "A", A POINT ON THE EASTERLY RIGHT-OF-WAY LIMIT OF BISCAYNE BOULEVARD (U.S. HIGHWAY NO. 1) (STATE ROAD NO. 5), A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 75°48'03" WEST; THENCE NORTHERLY ON SAID EASTERLY RIGHT-OF-WAY LIMIT AND ON THE ARC OF SAID CURVE, WITH A RADIUS OF 5,548.40 FEET, A CENTRAL ANGLE OF 02°03'29", FOR AN ARC DISTANCE OF 199.29 FEET; THENCE SOUTH 79°26'20" EAST 37.84 FEET; THENCE NORTH 88°12'56" EAST 186.42 FEET; THENCE SOUTH 02°41'57" EAST 180.03 FEET TO THE INTERSECTION WITH A SOUTH LINE OF SAID TRACT "A"; THENCE SOUTH 87°18'03" WEST ON SAID SOUTH LINE 277.71 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**Benefitted Property**

A PORTION OF TRACT "A", OF "ANNA LOUISA KAY SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 149, PAGE 53, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY SOUTHWEST CORNER OF SAID TRACT "A" A POINT ON THE EASTERLY RIGHT-OF-WAY LIMIT OF BISCAYNE BOULEVARD (U.S. HIGHWAY NO. 1) (STATE ROAD NO. 5), A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 75°48'03" WEST; THENCE ON THE WESTERLY BOUNDARY OF SAID TRACT "A" AND ON SAID EASTERLY RIGHT-OF-WAY LIMIT THE FOLLOWING 3 COURSES AND DISTANCES: 1) NORTHERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 5,548.40 FEET, A CENTRAL ANGLE OF 02°03'29", FOR AN ARC DISTANCE OF 199.29 FEET TO THE POINT OF BEGINNING; 2) CONTINUE NORTHERLY ON THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°00'09", FOR AN ARC DISTANCE OF 0.26 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 77°51'41" EAST; 3) NORTHERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 6,133.77 FEET, A CENTRAL ANGLE OF 02°36'13", FOR AN ARC DISTANCE OF 278.72 FEET TO THE NORTHWEST CORNER OF SAID TRACT "A"; THENCE ON THE BOUNDARY OF SAID TRACT "A" THE FOLLOWING 10 COURSES AND DISTANCES: 1) NORTH 87°18'03" EAST 876.48 FEET TO THE NORTHEAST CORNER OF SAID TRACT "A"; 2) SOUTH 14°55'05" WEST 482.26 FEET TO A SOUTHEAST CORNER OF SAID TRACT "A"; 3) SOUTH 87°18'03" WEST 25.32 FEET; 4) SOUTH 02°58'59" EAST 328.98 FEET TO A SOUTHEAST CORNER OF SAID TRACT "A"; 5) SOUTH 87°21'07" WEST 330.00 FEET TO A SOUTHWEST CORNER OF SAID TRACT "A"; 6) NORTH 02°58'59" WEST 207.50 FEET TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH RIGHT-OF-WAY LINE OF NORTHWEST 140TH STREET; 7) SOUTH 87°13'21" WEST ON SAID EASTERLY EXTENSION AND ON SAID NORTH RIGHT-OF-WAY LINE 100.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY; 8) NORTHWESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 89°44'56", FOR AN ARC DISTANCE OF 39.16 FEET TO A POINT OF TANGENCY; 9) NORTH 03°01'43" WEST 96.47 FEET; 10) SOUTH 87°18'03" WEST 104.53 FEET; THENCE NORTH 02°41'57" WEST 180.03 FEET; THENCE SOUTH 88°12'56" WEST 186.42 FEET; THENCE NORTH 79°26'20" WEST 37.84 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

Site Plan

[see attached]

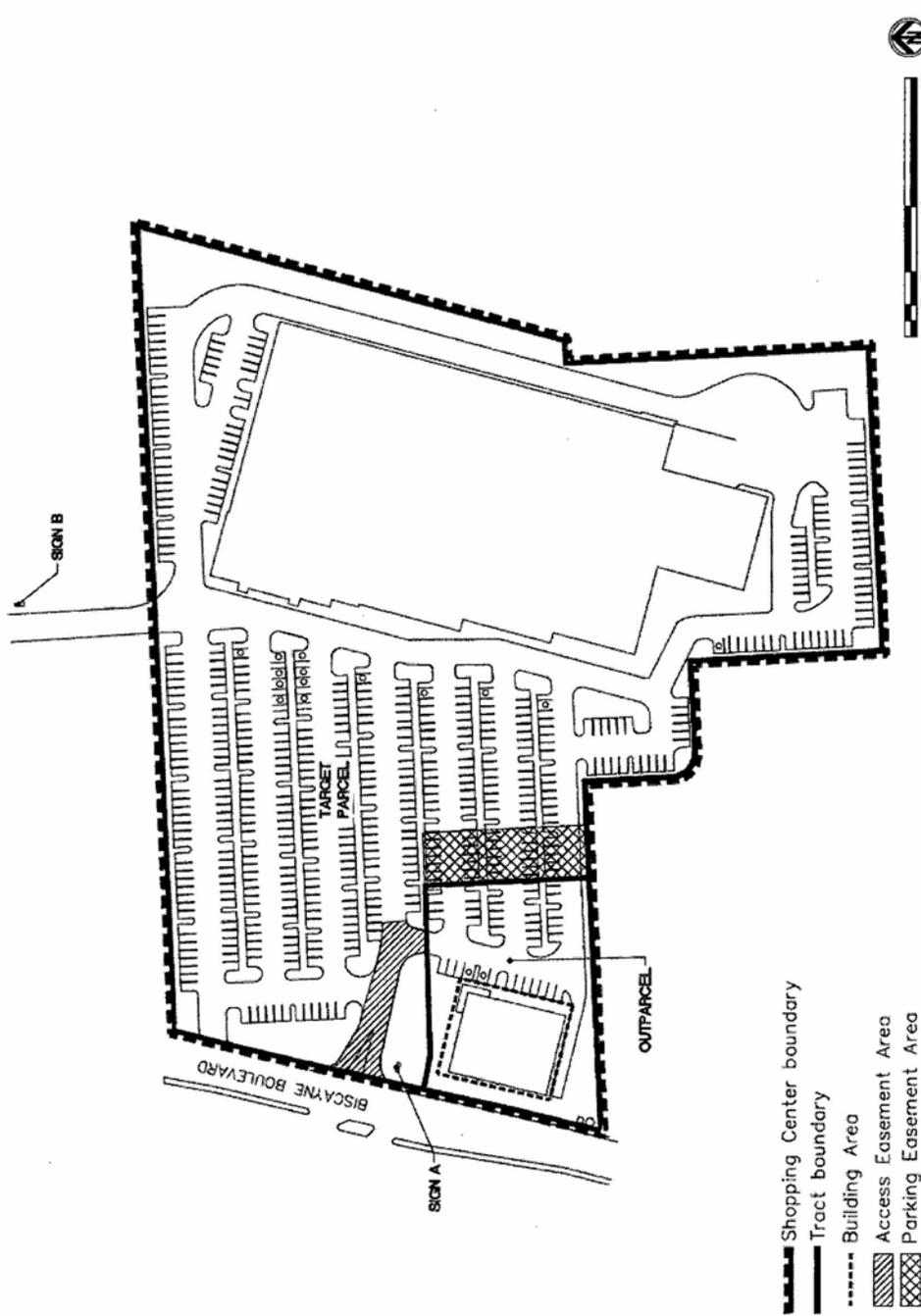


Exhibit C Site Plan

T-1038 North Miami, FL
 K: \0008432.00\DWG\1038SITEC.DWG 2/17/2016 11:41:26 AM

EXHIBIT D**Use Restrictions**

The Outparcel may not be used for any of the following purposes:

- (A) Any use which emits an obnoxious odor, noise or sound that can be heard or smelled outside of any building.
- (B) An operation primarily used as a storage warehouse operation, and any assembling, manufacturing, distilling, refining, smelting, agricultural or mining operation.
- (C) Any "second hand" store, "surplus" store, or pawn shop.
- (D) Any mobile home park, trailer court, labor camp, junkyard, or stockyard; provided, however, this prohibition is not applicable to the temporary use of construction trailers during periods of construction, reconstruction or maintenance.
- (E) Any dumping, disposing, incineration or reduction of garbage; provided, however, this prohibition is not applicable to garbage compactors located near the rear of any building.
- (F) Any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation.
- (G) Any central laundry, dry cleaning plant or laundromat; provided, however, this prohibition is not applicable to nominal supportive facilities for on-site service oriented to pickup and delivery by the ultimate consumer as the same may be found in retail shopping centers in the metropolitan area where the Property is located.
- (H) Any (i) automobile, truck, trailer or recreational vehicle sales, leasing, or display operation, (ii) car wash or (iii) body shop repair operation.
- (I) Any bowling alley or skating rink.
- (J) Any movie theater or live performance theater.
- (K) Any hotel, motel, short or long term residential use, including: single family dwellings, townhouses, condominiums, other multi-family units, and other forms of living quarters, sleeping apartments or lodging rooms.

- (L) Any veterinary hospital or animal raising or boarding facility.
- (M) Any mortuary or funeral home.
- (N) Any establishment selling or exhibiting "obscene" material.
- (O) Any establishment selling or exhibiting illicit drugs or related paraphernalia.
- (P) Any establishment which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff.
- (Q) Any bar, tavern, restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds thirty percent (30%) of the gross revenues of such business.
- (R) Any massage parlor or similar establishment.
- (S) Any health spa, fitness center or workout facility.
- (T) Any flea market, amusement or video arcade, pool or billiard hall or dance hall.
- (U) Any training or educational facility, including: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition is not applicable to on-site employee training incidental to the conduct of its business on the Property.
- (V) Any gambling facility or operation, including: off-track or sports betting parlor; table games such as blackjack or poker; slot machines, video poker/blackjack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition is not applicable to government sponsored gambling activities or charitable gambling activities, so long as such activities are incidental to the business operation being conducted.
- (W) Any firearms testing or firing range, or the sale or display of any type of firearms or ammunition, except that a sporting goods retailer may sell and display firearms and ammunition as an incidental part of its business.
- (X) Any restaurant except a Quick Serve Restaurant.

- (Y) Any toy store exceeding five thousand (5,000) square feet of floor area.
- (Z) Any store, department or operation of any size selling or offering for sale any pharmaceutical drugs requiring the services of a licensed pharmacist.
- (AA) Any pet shop.
- (BB) Any gas station and/or other facility that dispenses gasoline, diesel or other petroleum products as fuel.
- (CC) Any (i) automotive service/repair station, or (ii) any facility that both sells and installs any lubricants, tires, batteries, transmissions, brake shoes or any other similar vehicle accessories.
- (DD) Any liquor store offering the sale of alcoholic beverages for off-premises consumption, except for a large (i.e., at least 5,000 square feet of Floor Area), upscale national or regional wine or liquor store such as Total Wine or ABC Fine Wine and Spirits.
- (EE) Any grocery store, supermarket, convenience store or other store, or department within a store, for the sale of food and/or beverages. Restaurants are not prohibited on the basis of this subsection.
- (FF) Any "dollar" (or any increment of a dollar) store or other similar variety discount type store.
- (GG) Any department store, discount department store or junior department store.
- (HH) Any Membership Wholesale Club, as defined below. "Membership Wholesale Club" means a general merchandise store that sells merchandise in bulk and limits sales to individuals, businesses, or organizations who have purchased a membership in order to shop at the store.
- (II) Any lockers, lock-boxes, or other type of storage system that is used to receive or store merchandise from a catalog or online retailer.
- (JJ) Any store, or department within a store, operated as a fulfillment center in connection with receiving, storing or distributing merchandise from a catalog or online retailer.

(KK) Any beauty specialty store or beauty-retail concept store such as those operated on the date of this agreement under the trade name ULTA or Sephora.

March 17, 2016

VIA E-MAIL

Mr. Ryan O. Thomas, P.E.
Thomas Engineering Group
1000 Corporate Drive, Suite 250
Fort Lauderdale, FL 33334

**RE: ABC Fine Wine & Spirits Traffic Analysis
McMahon Project No. K16154.01**

Dear Mr. Ryan:

McMahon Associates, Inc. (McMahon) has completed a traffic analysis for the development of an outparcel adjacent to the existing Target, located along Biscayne Boulevard just north of NE 140th Street, in the City of North Miami Beach. The site is currently a portion of the parking lot for the existing Target, located near the southwest corner. The proposed development, with an anticipated buildout year of 2017, will include a 12,900 square foot ABC Fine Wine & Spirits retail store. The site plan is attached in **Appendix A**.

Roadway Characteristics

The roadways adjacent to the site include US-1/Biscayne Boulevard along the west boundary of the site and NE 143rd Street along the north boundary of the site. US-1/Biscayne Boulevard is a six-lane, divided roadway with sidewalks on both sides of the roadway. NE 143rd Street is a two-lane roadway with a sidewalk along the south side. The roadway terminates just east of the Target store. The intersection of US-1/Biscayne Boulevard and NE 143rd Avenue is a signalized T-intersection, with pedestrian crosswalks on the north and east legs.

Trip Generation Analysis

Trip generation estimates were developed for the proposed land use based on rates and/or equations from the Institute of Transportation Engineers (ITE) *Trip Generation Manual*, 9th Edition. **Table 1** summarizes the daily, AM peak hour trips, PM peak hour trips and Saturday peak trips. Results of the analysis indicate that the proposed development is expected to generate 551 total daily trips, 12 total AM peak hour trips, 48 total PM peak hour trips and 62 total Saturday peak trips. Excerpts from ITE are attached in **Appendix B**.

PRINCIPALS
Joseph W. McMahon, P.E.
Joseph J. DeSantis, P.E., PTOE
John S. DePalma
William T. Steffens
Casey A. Moore, P.E.
Gary R. McNaughton, P.E., PTOE

ASSOCIATES
John J. Mitchell, P.E.
Christopher J. Williams, P.E.
R. Trent Ebersole, P.E.
Matthew M. Kozsuch, P.E.
Maureen M. Chlebek, P.E., PTOE

Table 1: Trip Generation Analysis

LAND USE	ITE CODE	INTENSITY	TRIP GENERATION RATE ⁽¹⁾	IN	OUT	TOTAL TRIPS			PASS-BY TRIPS ⁽¹⁾				NEW TRIPS				
						IN	OUT	TOTAL	IN	OUT	TOTAL	%	IN	OUT	TOTAL		
DAILY																	
Retail	820	12,900 SF	T = 42.70 (X)	50%	50%	276	275	551	94	93	187	34%	182	182	364		
AM PEAK HOUR																	
Retail	820	12,900 SF	T = 0.96 (X)	62%	38%	7	5	12	2	2	4	34%	5	3	8		
PM PEAK HOUR																	
Retail	820	12,900 SF	T = 3.71 (X)	48%	52%	23	25	48	8	8	16	34%	15	17	32		
SATURDAY PEAK																	
Retail	820	12,900 SF	T = 4.82 (X)	52%	48%	32	30	62	8	8	16	26%	24	22	46		

(1) Source: ITE Trip Generation Manual, 9th Edition. Daily and AM peak pass-by rate based on PM peak hour conditions.

Pass-by trips refer to trips that are currently on the roadway system and pass directly by the site on their way to another destination. The pass-by percentage, based on ITE, is 34 percent for weekday PM peak hour conditions and 26 for Saturday peak hour conditions. The daily and AM peak hour pass-by rate for weekday conditions was based on the weekday PM peak hour pass-by rate. Pass-by trips were estimated to be 187 daily trips, four (4) AM peak hour trips, 16 PM peak hour trips and 16 Saturday peak trips. New trips expected to be generated by the site were calculated to be 364 daily trips, eight (8) AM peak hour trips, 32 PM peak hour trips and 46 Saturday peak trips.

Project Access Evaluation

The Target is currently served by three (3) access connections. This includes two (2) driveways along Biscayne Boulevard and one (1) along the NE 143rd Street. The southern driveway connection along US-1/Biscayne Boulevard allows right-in/right-out/left-in travel movements. The northern driveway along US-1/Biscayne Boulevard allows right-in/right-out travel movements. The driveway connection along NE 143rd Street provides full access.

Field observations were performed at the driveway connection to the Target on Wednesday, March 10, 2016 from 4:00 to 6:00 PM and on Saturday, March 12, 2016 from 11:00 AM to 5:00 PM. From the field observations, the majority of the traffic currently destined to the Target, enter the site through the driveway connection along NE 143rd Street. Some traffic was observed to enter the Target site along the north driveway connection along US-1/Biscayne Boulevard. Few vehicles destined to the Target were observed using the south driveway connection along US-1/Biscayne Boulevard to enter the site. This distribution of traffic is expected given that the entrance to the Target is located on the northwest corner of the site/building, which is adjacent to NE 143rd Street. For traffic exiting the Target, most vehicles were observed to use the driveway connection to NE 143rd Street or the north driveway connection along US-1/Biscayne Boulevard. Few trips were observed using the south driveway connection to US-1/Biscayne Boulevard.

Access to the proposed ABC Fine Wine & Spirits retail store will be through the same access connections as the existing Target. Given that the proposed outparcel will be located on the southwest corner of the site, the majority of vehicles destined to the site are expected to use the south driveway

connection along US-1/Biscayne Boulevard. Therefore, field observations were concentrated at this driveway connection to determine any potential future traffic impacts resulting from the proposed outparcel.

Vehicles entering the site at the south driveway can be accommodated through a northbound right turn movement or a southbound left turn movement. An exclusive northbound right-turn lane is not currently provided to enter the site. Based on our field observations during the PM peak and Saturday peak periods, no queues or conflicts were observed for vehicles entering the site at the south driveway connection for the northbound right turn maneuver. The available storage length for the southbound left-turn lane is approximately 200 feet. From our observations, queues ranged between two (2) and three (3) vehicles during weekday and Saturday peak conditions. In one instance, a queue of five (5) vehicles was present during the weekday PM peak period and was observed to clear with minimal delay. No vehicular conflicts were observed. Vehicles exiting the site at the south driveway can be accommodated through a westbound right turn movement. Based on our field observations during the PM peak and Saturday peak periods, queues ranging from one (1) to two (2) vehicles were observed for vehicles exiting the site at the south driveway connection. No vehicular conflicts were observed. No vehicular conflicts were observed within the site near the south driveway connection to US-1/Biscayne Boulevard.

Given the minor trip increase from the proposed outparcel and the field observation, the proposed development is not expected to have a significant impact on the traffic operations at the driveway connections to the Target. Further, traffic destined to the outparcel is not expected to extend and queue back onto the adjacent roadway network.

Conclusion

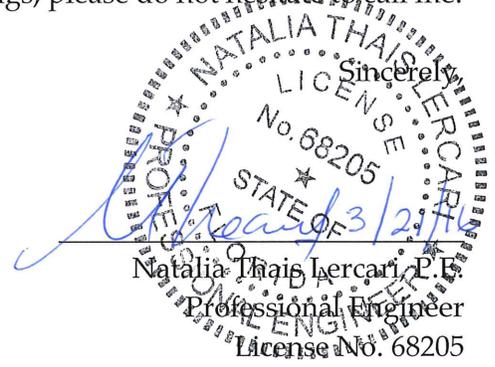
Based on the analysis contained herein, traffic from the proposed outparcel is not expected to have a significant impact on the traffic operations at the driveway connections to the existing Target. Further, traffic destined to the outparcel is not expected to extend and queue back onto the adjacent roadway network.

Mr. Ryan O. Thomas, P.E.

March 17, 2016

Page 4

Should you have any questions or comments regarding these findings, please do not hesitate to call me.



Natalia Thais Lercari, P.E.
Professional Engineer
License No. 68205
State of Florida, Board of Professional Engineers
Certificate of Authorization No. 4908

NTL/amp
Enclosure

APPENDIX A

SITE PLAN

APPENDIX B

TRIP GENERATION INFORMATION

Shopping Center (820)

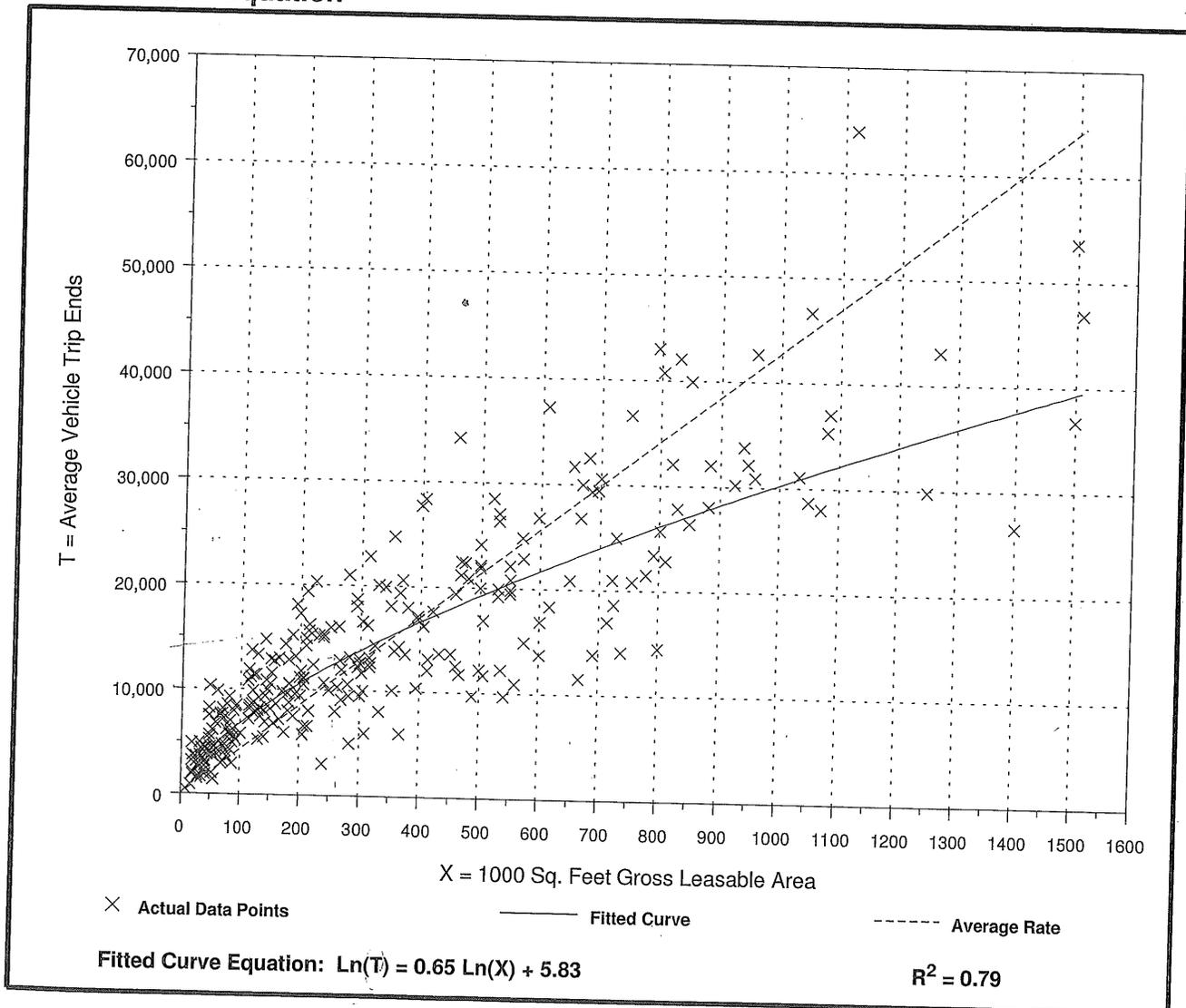
**Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Weekday**

Number of Studies: 302
Average 1000 Sq. Feet GLA: 331
Directional Distribution: 50% entering, 50% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
42.70	12.50 - 270.89	21.25

Data Plot and Equation



Shopping Center (820)

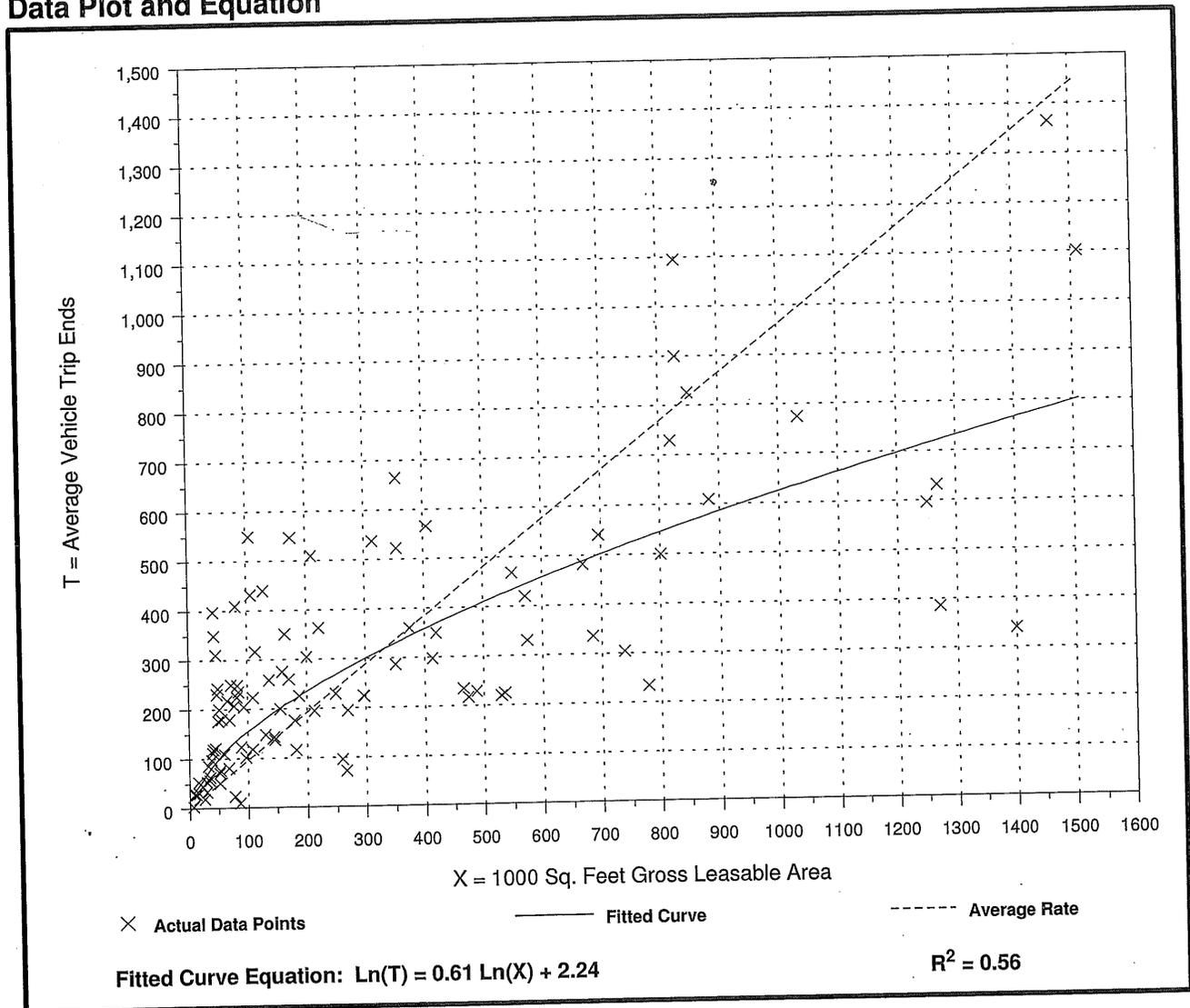
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Number of Studies: 104
 Average 1000 Sq. Feet GLA: 310
 Directional Distribution: 62% entering, 38% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
0.96	0.10 - 9.05	1.31

Data Plot and Equation



Shopping Center (820)

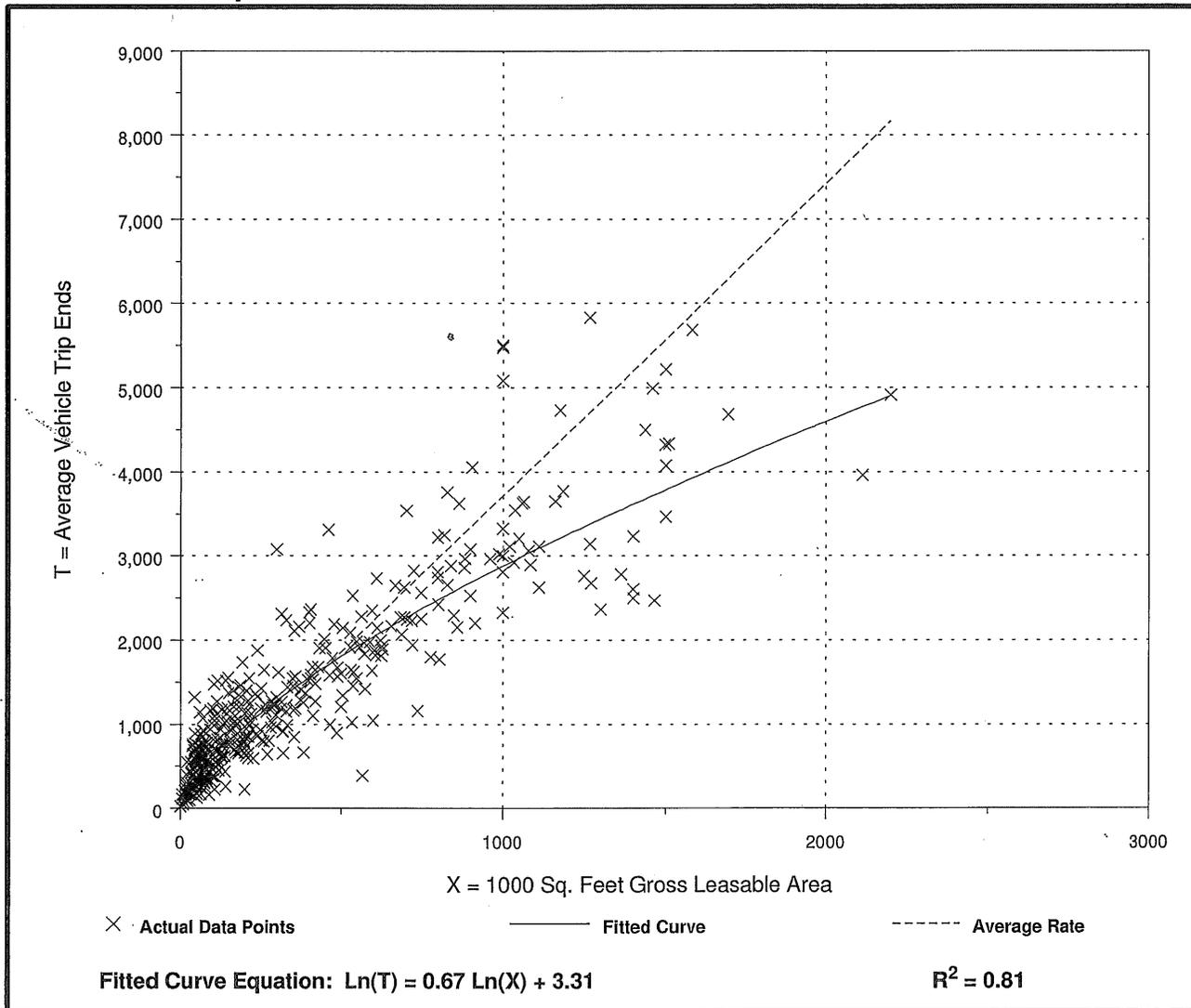
Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Number of Studies: 426
 Average 1000 Sq. Feet GLA: 376
 Directional Distribution: 48% entering, 52% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
3.71	0.68 - 29.27	2.74

Data Plot and Equation



Shopping Center (820)

Average Vehicle Trip Ends vs: 1000 Sq. Feet Gross Leasable Area
On a: Saturday,
Peak Hour of Generator

Number of Studies: 128
 Average 1000 Sq. Feet GLA: 458
 Directional Distribution: 52% entering, 48% exiting

Trip Generation per 1000 Sq. Feet Gross Leasable Area

Average Rate	Range of Rates	Standard Deviation
4.82	1.46 - 18.32	3.10

Data Plot and Equation

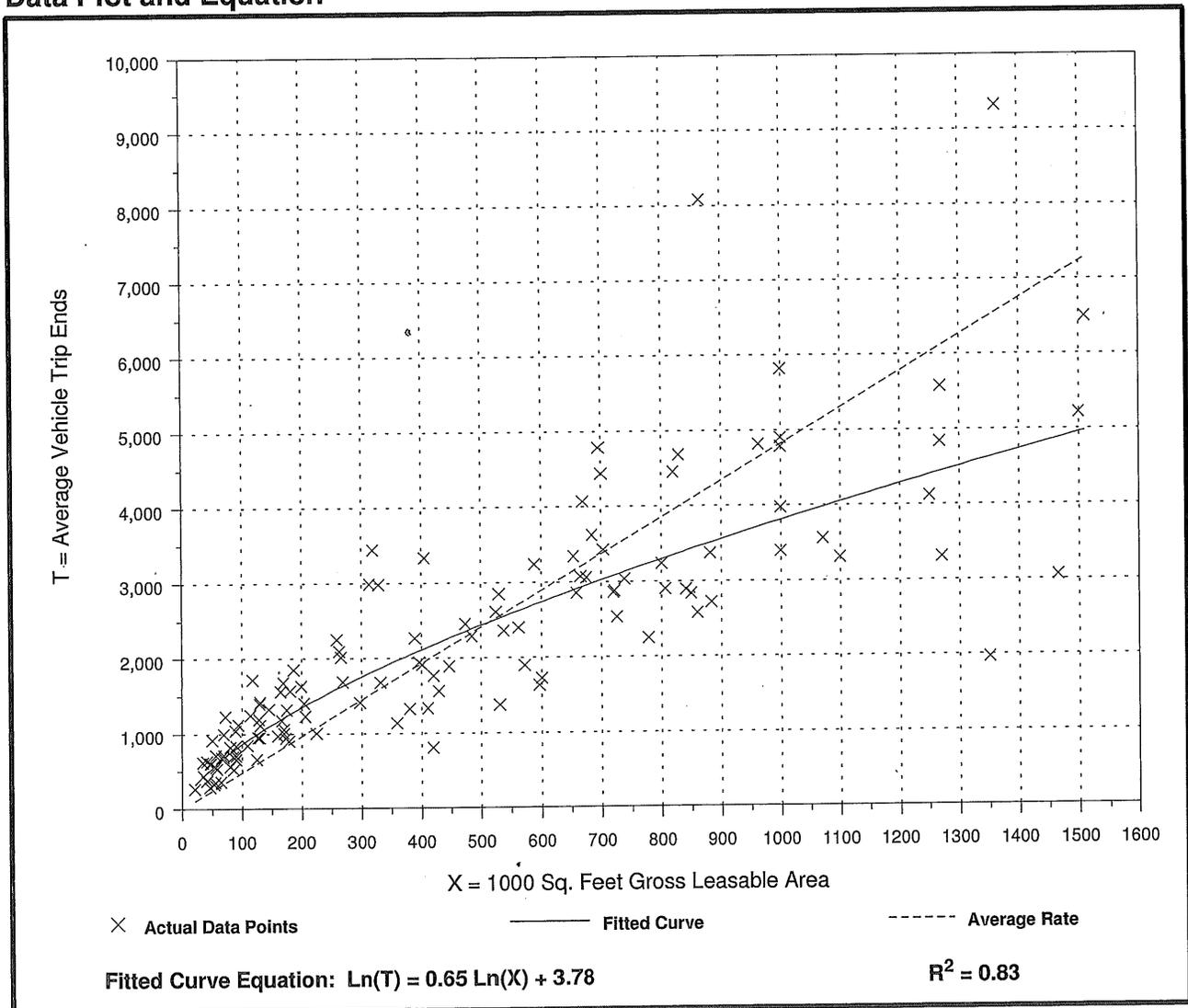


Table 5.6 (Cont'd)
Pass-By Trips and Diverted Linked Trips
Weekday, p.m. Peak Period

Land Use 820—Shopping Center

SIZE (1,000 SQ. FT. GLA)	LOCATION	WEEKDAY SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PRIMARY TRIP (%)	NON-PASS- BY TRIP (%)	DIVERTED LINKED TRIP (%)	PASS-BY TRIP (%)	ADJ. STREET PEAK HOUR VOLUME	AVERAGE 24-HOUR TRAFFIC	SOURCE
237	W. Windsor Twp, NJ	Winter 1988/89	n/a	4:00–6:00 p.m.	—	52	—	48	n/a	46,000	Booz Allen & Hamilton
242	Willow Grove, PA	Winter 1988/89	n/a	4:00–6:00 p.m.	—	63	—	37	n/a	26,000	McMahon Associates
297	Whitehall, PA	Winter 1988/89	n/a	4:00–6:00 p.m.	—	67	—	33	n/a	26,000	Orth-Rodgers & Assoc. Inc.
360	Broward Cnty., FL	Winter 1988/89	n/a	4:00–6:00 p.m.	—	56	—	44	n/a	73,000	McMahon Associates
370	Pittsburgh, PA	Winter 1988/89	n/a	4:00–6:00 p.m.	—	81	—	19	n/a	33,000	Wilbur Smith
150	Portland, OR	n/a	519	4:00–6:00 p.m.	6	—	26	68	n/a	25,000	Kittleson and Associates
150	Portland, OR	n/a	655	4:00–6:00 p.m.	7	—	28	65	n/a	30,000	Kittleson and Associates
760	Calgary, Alberta	Oct-Dec 1987	15,436	4:00–6:00 p.m.	39	—	41	20	n/a	n/a	City of Calgary DOT
178	Bordentown, NJ	Apr. 1989	154	2:00–6:00 p.m.	—	65	—	35	n/a	37,980	Raymond Keyes Assoc.
144	Manalapan, NJ	Jul. 1990	176	3:30–6:15 p.m.	44	—	24	32	n/a	69,347	Raymond Keyes Assoc.
549	Natick, MA	Feb. 1989	n/a	4:45–5:45 p.m.	26	—	41	33	n/a	48,782	Raymond Keyes Assoc.

Average Pass-By Trip Percentage: 34

Table 5.7
Pass-By Trips and Diverted Linked Trips
Saturday, Midday Peak Period

Land Use 820—Shopping Center

SIZE (1,000 SQ. FT. GLA)	LOCATION	SURVEY DATE	NO. OF INTERVIEWS	TIME PERIOD	PRIMARY TRIP	NON-PASS BY TRIP (%)	DIVERTED LINKED TRIP (%)	PASS-BY TRIP (%)	AVERAGE 24-HOUR TRAFFIC	SOURCE
720	Framingham, MA	Feb. 1984	258	11:00 a.m.—4:00 p.m.	34	—	43	23	n/a	Raymond Keyes Assoc.
600	Brandywine, DE	Apr. 1983	256	10:00 a.m.—3:00 p.m.	50	—	33	17	n/a	Raymond Keyes Assoc.
880	Christiana, DE	Jul. 1984	198	11:00 a.m.—4:00 p.m.	55	—	40	5	n/a	Raymond Keyes Assoc.
234	Huntington Lj, NY	Nov. 1985	223	11:00 a.m.—3:00 p.m.	22	—	39	39	n/a	Raymond Keyes Assoc.
658	Wayne, NJ	Sept. 1984	329	11:00 a.m.—4:00 p.m.	44	—	10	46	n/a	Raymond Keyes Assoc.
622	Ramsey Cnty, MN	Nov. 1985	119	11:00 a.m.—3:00 p.m.	21	—	56	23	n/a	Raymond Keyes Assoc.
736	Pensacola, FL	Oct. 1985	680	11:00 a.m.—3:00 p.m.	31	—	49	20	n/a	Raymond Keyes Assoc.
430	Ross, PA	Jun. 1980	425	11:00 a.m.—4:00 p.m.	—	78	—	22	n/a	Raymond Keyes Assoc.
176	Tampa Springs, FL	May 1986	188	11:00 a.m.—3:00 p.m.	42	—	27	31	n/a	Raymond Keyes Assoc.
144	Manalapan, NJ	Jul. 1990	264	11:00 a.m.—3:15 p.m.	47	—	22	31	63,362	Raymond Keyes Assoc.
549	Natick, MA	Feb. 1989	n/a	2:15—3:15 p.m.	39	—	33	28	48,782	Raymond Keyes Assoc.

Average Pass-By Trip Percentage: 26