

b) This instrument prepared by (and after
recording return to):

Eve A. Boutsis
Deputy City Attorney
City of Miami Beach
1700 Convention Center Drive
Fourth Floor
Miami Beach, Florida 33139

(Reserved for Clerk of Court)

DECLARATION OF RESTRICTIONS AND BAYWALK EASEMENT AGREEMENT

THIS DECLARATION OF RESTRICTIONS AND BAYWALK EASEMENT AGREEMENT ("Agreement") is made and entered into as of the 31st day of May, 2017, by and between the CITY OF MIAMI BEACH, a municipal corporation of the State of Florida (the "City"), with an address of 1700 Convention Center Drive, Miami Beach, Florida 33139, and Monad Terrace Property Owner LLC, a Delaware limited liability company ("Owner"), having an address of 104 5th Avenue, 9th Floor, New York, New York, 10011 (the "Party or Parties").

R E C I T A L S:

A. Owner has agreed to open to the public a pedestrian walkway within the property legally described or depicted in Exhibit A attached hereto (the "Easement Area"), subject to the terms, conditions, reservations, and restrictions set forth herein.

B. Owner is the owner in fee simple of the Easement Area, which is a portion of the Owner's property located at 1300 Monad Terrace, and commonly known as the "Monad Terrace" project, as legally described or depicted on Exhibit B attached hereto (the "Property").

NOW, THEREFORE, in consideration of the premises, agreements and covenants set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner hereby agree that the foregoing recitals are true and correct and further agree as follows:

1. Grant of Easements. Owner hereby grants to the City, for the use of the City, its agents, employees, contractors, representatives and licensees and the members of the general public (collectively, the "Easement Beneficiaries"), commencing on the Effective Date (as defined below), a permanent, non-exclusive easement through the Easement Area, subject to the terms, conditions, reservations and restrictions set forth below. The Easement Area is a segment of a publicly accessible baywalk planned by the City to extend along all commercial, multi-family, governmental, and hospital district uses along the City's intercoastal waterways (the

“Baywalk”). The Easement Beneficiaries shall have access to the Easement Area solely from the portions of the Baywalk located directly north and south of, and contiguous to, the Easement Area. In no event shall the Easement Beneficiaries, by virtue of this Agreement, have access to the Easement Area by, through, across, under or over any other portion of the Property, other than to access the Baywalk from the designated paths; it being agreed that the sole points of access to the Easement Area are the locations noted in the immediately preceding sentence.

2. Easement Area. At the time this Agreement is recorded, the Easement Area shall temporarily refer to a meandering strip of land that is between thirteen and ten hundredths and fourteen and fifty five one hundredths feet (13.1'-14.55') in width within the portion of the Property described or depicted in Exhibit A attached hereto. On the Effective Date (as defined below), the final and actual “Easement Area” shall refer to and shall be a strip of land that runs immediately adjacent and parallel to the entire westernmost boundary of the Property, including the seawall cap, and that extends to the easternmost edge of either the pedestrian walkway actually constructed within the foregoing strip of land or if a fence, wall or other barrier shall be installed east of the pedestrian walkway and within the foregoing strip of land, then to the westernmost edge of such fence, wall or other barrier. The Easement Area shall include the existing seawall and cap along the rear of the Property, and shall commence at the northwest corner of the property, via a direct pedestrian connection to the future Baywalk at that point connecting to the existing Baywalk easement located on the Waverly Condominium property to the north. The Easement shall continue south along the rear of the Property to the southwest corner of the Property. The minimum width of the walkway to be installed in the Easement Area shall be six (6) feet. All other portions of the Property shall be excluded from the Easement Area for purposes of this Agreement. The Baywalk will be located partially over the existing seawall along the western boundary of the Property.

3. Effective Date. The easements granted herein shall become effective immediately upon completion and approval of the final inspections of the Baywalk improvements by the City but in no event later than the issuance of the Final Certificate of occupancy for the Project, unless the completion of such improvements is delayed by the issuance of permits or other required authorizations or approvals by Miami-Dade County, the State of Florida, or the U.S. Army Corps of Engineers. If the completion of the Baywalk improvements is delayed by such agencies the City agrees to accept a letter of credit ("LOC") or bond to guarantee the construction of the Baywalk improvements in order not to delay the issuance of a Final Certificate of Occupancy for the project. The form and amount of said LOC or bond shall be subject to the approval of the Public Works Department as to amount and the City Attorney's office as to form.

4. Use of the Easement Area. The easements granted hereunder shall be for the sole purposes of (i) providing the Easement Beneficiaries with a non-exclusive way of passage through the Easement Area solely for the permitted public uses described in paragraph 4.a. below, and (ii) allowing ingress and egress only for police, maintenance/sanitation personnel and/or emergency personnel of the City for the purposes described in (and the City's performance of its obligations under) this Agreement, in each case subject to the terms, conditions, and restrictions set forth herein.

a. Permitted Public Uses. Owner and the City acknowledge and agree that the permitted uses of the Easement Area by the Easement Beneficiaries during Operating Hours are as follows: jogging, walking, hiking along the bay, and biking (non-motorized vehicles); periodic and reasonable respites by the Easement Beneficiaries using the Baywalk to enjoy the view or to rest.

b. Prohibited Public Uses. Owner and the City acknowledge and agree that the following uses of the Easement Area are expressly prohibited: Easement Beneficiaries loitering and consuming alcohol on the Easement Area; Easement Beneficiaries using the Easement Area for destination activities including, but not limited to, picnicking, camping, and fishing; Easement Beneficiaries and Owner's residents using chairs, tents, or other temporary or permanent furniture during the Operating Hours, as defined in paragraph 4.c. below; dogs not on leashes; operation of motorized vehicles, and scooters (except by policing authorities, maintenance/sanitation personnel and/or emergency personnel as contemplated hereunder). It is understood and agreed by the parties that use of the Easement Area by the Easement Beneficiaries is limited to the permitted public uses expressly stated in this Agreement and that no other use by members of the general public shall be implied or construed, irrespective of whether or not such use is expressly prohibited by the terms hereof.

c. Operating Hours. The Easement Area shall be open to the general public every day from one hour after sunrise to sunset ("Operating Hours"). Owner may install operable fence, gate or other operable barrier on the northern and southern ends of the Easement Area to restrict Easement Beneficiaries access to the Baywalk, subject to the review and approval of City staff of its design, such operable fence, gate, or barrier. The Owner shall reasonably ensure that the Baywalk is open between one hour after sunrise and sunset, seven days a week. Access by the Easement Beneficiaries to the Baywalk, shall only be restricted between sunset and one hour after sunrise, and otherwise as determined by the City's Planning Director, in the event of an emergency, dangerous condition, or other circumstance that would render usage of the Baywalk a safety risk. Temporary closures of the Easement Area during Operating Hours for the purpose of maintenance and repair, or closures of the Easement Area during Operating Hours when there is a Force Majeure Event (as defined in paragraph 13 below), or temporary closures of the Easement Area during Operating Hours pursuant to paragraphs 6.a. or 6.c. of this Agreement, shall not be deemed a breach of this Agreement by Owner. Owner shall post reasonable advance notice of any scheduled maintenance and repair that will result in a temporary closure of the Easement Area during Operating Hours, and shall re-open the Easement Area immediately following the conclusion of any such maintenance or repair. Owner shall also post notice of any closure of the Easement Area during Operating Hours due to a Force Majeure Event as soon as reasonably practicable under the circumstances.

Any violation of this condition shall be subject to enforcement through issuance of a notice of violation and appearance before and enforcement by the City's Special Master in addition to any other remedies available to the City.

5. Maintenance of Easement Area. Except as otherwise expressly provided herein, Owner shall, at its sole cost and expense, maintain, repair, and replace, in whole or in part, the Baywalk west of the existing seawall, including the seawall included within the Easement Area

and abutting seawall in accordance with all applicable laws, codes, rules, orders, approvals and regulations of Miami-Dade County, the City of Miami Beach and any other governmental or quasi-governmental agency or authority with jurisdiction over the Easement Area, and shall keep the Easement Area in good condition, reasonable wear and tear excepted. Notwithstanding the foregoing, the City shall be responsible for the maintenance and repair of the Easement Area and/or abutting seawall necessitated by or required as a result of the negligence or willful misconduct of the City, its agents, employees, contractors, vendors, operators, representatives, or licensees, in its or their use of the Easement Area pursuant to the terms of this Agreement, or exercise of rights or performance of obligations hereunder. Owner shall establish reserves and insurance to accomplish the obligation of maintenance, repair and replacement as delineated herein. Insurance provisions delineated in Section 15.

6. City's Obligations.

a. Police. The City will police the Easement Area in a manner consistent with the other sections of baywalks owned by the City, or on which the City has obtained rights of access through easement, covenant or otherwise, and which are open to the general public (hereinafter referred to as "publicly accessible baywalks in the City"). Owner agrees to submit legitimate complaints about any alleged noncompliance by the City with this requirement to the City Manager, in writing, for his/her review and appropriate action. If the parties are still unable to resolve disputes regarding the policing of the Easement Area, the parties agree that an independent mutually agreed upon neutral arbitrator will resolve such disputes under American Arbitration Association rules, as is provided in paragraph 10 of this Agreement. If the independent arbitrator concludes that the City has breached its duty to police the Easement Area, Owner shall be temporarily relieved of the obligation to provide public access to the Easement Area until the City's failure to police is remedied to the satisfaction of the arbitrator. The City's adoption of and reasonable good faith efforts to enforce security measures consistent with that used in or on other sections of the publicly accessible baywalks in the City shall be accepted as satisfaction of the City's obligations under this paragraph 6.a. Any noncompliance by Owner and/or its officers, employees, contractors, residents, or authorized guests with any rules, regulations, ordinances, or statutes applicable to the baywalk within the Easement Area shall not be a basis for any legitimate complaint about alleged City noncompliance with, or for temporary closure of the Easement Area pursuant to, this paragraph 6.a.

b. Sanitation. The City will, at its expense, provide removal of rubbish from the Easement Area on a twice weekly basis not including fecal matter and vegetative debris that are the responsibility of adjacent property owner as applicable under the City Code. Owner will be responsible for cleaning the Easement Area after any private events that occur during non-Operating Hours.

c. Rules and Regulations. The City Commission may adopt uniform rules and regulations concerning the hours of operation, the opening and closing of gates and the permitted uses of the Baywalk (including the baywalk within the Easement Area) not materially inconsistent with the terms and provisions of this Agreement. In the event of any conflict between an existing City ordinance, rule and/or regulation concerning the hours of operation, the opening and closing of gates and the permitted uses of the Baywalk (including the baywalk

within the Easement Area), the provisions of this Agreement shall prevail as to the Baywalk within the Easement Area.

d. FDEP licensure. Any application, either current or future, for the reconstruction, construction, alteration, renovation, or expansion of any water dependent structure west of the seawall of the Property, including, but not limited to docks, piers, platforms, davits and mooring piles, shall also include a public Baywalk to ensure the construction of the Baywalk within the Easement Areas, which shall run the entire length of the rear of the subject property. The dimensions, material, access points, and design of such Baywalk, shall be subject to the review and approval of staff, with a minimum six (6) foot width. To build the Baywalk within the Easement Area, and towards the existing dock area and waters under the jurisdiction of FDEP, Owner agrees to execute any necessary applications or authorizations with the Florida Department of Environmental Protection, Division of State Lands, and with any other applicable state, county, or local administrative agencies to modify any licensure to include the Baywalk, as an authorized extension, or authorized amendment to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Sovereignty Submerged Lands Lease. Each Party shall make a good faith effort to obtain all required permits, which shall include a joint application to the FDEP for the proposed Baywalk.

7. Signage. Owner shall post signs at all access points to the Easement Area that display the Operating Hours and summarize the use restrictions described in this Agreement.

8. Reservation. Owner hereby reserves all rights of ownership in and to the Easement Area which are not inconsistent with the easement and rights granted herein, including, without limitation, the exclusive ownership of all riparian rights, the right to grant further easements on, over and/or across such area and all other uses not interfering with the uses permitted herein. Including the right to use the easement area for access to and the exclusive right to use any docks or other structures seaward of the Baywalk.

9. City's Liability. The City will assume and defend all liability of Owner, as set forth in this paragraph 9, within the Easement Area, except for any liability arising from the gross negligence or willful acts of the Owner, its officers and employees, and except for private activities that occur from sunset to sunrise (while the baywalk within the Easement Area is closed to the public in accordance with paragraph 4.c. above). Nothing contained in this paragraph 9 or elsewhere in this Agreement is in any way intended to be a waiver of the limitations on the City's liability to third parties as set forth in Section 768.28, Florida Statutes; however, the limitations under said statutory provision shall not apply to the City's contractual obligations to defend Owner and to cover, pay and/or reimburse any and all costs, expenses, liabilities, claims, actions, causes of action, losses, demands and damages, including, without limitation, reasonable attorneys' fees (including the cost of in-house counsel) and disbursements at the trial level and all levels of appeal, relating to death of or injury to persons, or loss of or damage to property, incurred by Owner and occurring within the Easement Area, resulting from, arising out of, or incurred in connection with, use of the Easement Area by Easement Beneficiaries.

10. Remedies and Enforcement. . In the event this Agreement is breached by either Party, it is agreed that monetary damages will not be wholly adequate to afford relief to the non-defaulting Party. Therefore, the provisions of this Agreement are fully enforceable by injunctive or other equitable relief and it does not limit the right of any party to sue for any other damages which may be permissible under law, including monetary damages of any kind or nature. The failure of any Party to enforce any right, provision, covenant or condition which may be granted by this Agreement shall not constitute a waiver to take such action to enforce such right, provision, covenant or condition in the future and the failure to act at any time shall not be construed to be a waiver of the right of any party to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to either Party pursuant to any terms, provisions, covenants or conditions of this Agreement shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the Party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such Party by this Agreement or at law or in equity. No action to enforce this Agreement shall be pursued by any party to this Agreement absent 30 days prior written notice of the alleged breach, followed by an opportunity to cure, which shall be no less than 60 days in length. If the alleged breach is not cured to the satisfaction of the complaining party, the parties shall attempt in good faith to mediate the dispute. When and if mediation fails, enforcement shall be with a Court of competent jurisdiction in and for Miami-Dade County. The prevailing party in any Court action to enforce this agreement shall be entitled to an award reasonable attorneys' fees (including but not limited to those of in-house counsel, or outside special counsel to the City and or paralegals) and costs to the substantially prevailing party at the trial level and all levels of appeal.

11. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Owner, and its successors and assigns, except that Owner or such successor or assignee, as the case may be, shall be released from all future obligations hereunder upon conveyance of its interest in the Easement Area; provided, however, that any such transferee of Owner or its successor or assignee, as the case may be, shall be bound by all terms and conditions of this Agreement. The easements hereby granted and the requirements herein contained are intended as, and shall be, covenants running with the land with respect to and binding on the Easement Area. This Agreement shall inure to the benefit of and be binding upon the City, and the City shall not be permitted to assign, transfer or convey all or any part of its rights and interests under this Agreement (including its rights and interests in and to the easements granted hereunder), except to a successor municipal corporation; provided, however, that nothing herein shall be deemed a limitation on the City's right to permit the Easement Beneficiaries to use the Easement Area, subject to and in accordance with the terms of this Agreement.

12. Amendments; Termination. This Agreement may not be amended, modified or terminated except by written agreement of the City and all of the then fee owner(s) such of the Easement Area, and the holders of any mortgages of record encumbering same, provided that with respect to any portion of the Easement Area for which a condominium, property owner's or master association then exists, the written agreement of such association (and its mortgagee, if any) shall be required in lieu of the fee owner(s) thereof and their mortgagees. No modification

or amendment of this Agreement shall be effective unless in writing and recorded in the Public Records of Miami-Dade County, Florida.

13. Force Majeure. Any prevention, delay or stoppage due to permitting, strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, riot, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (each such event is referred to herein as a "Force Majeure Event"), excluding the financial inability of such party to perform, shall excuse the performance by such party for a period of time equal to any such period of prevention, delay or stoppage. Any party seeking to invoke this paragraph shall provide written notice to the other party as soon as reasonably practicable under the circumstances.

14. Miscellaneous.

a. Closures. No breach of the terms set forth in this Agreement shall result in the closure or reverter of the public access to the Easement Area provided for herein, except for temporary closure as provided in paragraphs 6.a. and 6.c. above.

b. Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which shall be deemed an original, but all of which (when taken together) shall constitute one and the same instrument.

c. Construction. Reference to any paragraph, section, exhibit, or subpart thereof, unless otherwise provided, shall refer to this Agreement. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders. Use of the term "including" shall mean "including, without limitation". Each of the parties hereto and their counsel have reviewed and revised, or requested revisions to, this Agreement, and the usual rule of construction that any ambiguities are to be resolved against the drafting party shall be inapplicable in the construction and interpretation of this Agreement and any amendments or exhibits to this Agreement.

d. Titles of Paragraphs and Sections. The titles of the several parts, paragraphs and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

e. Estoppel Certificates. Upon the prior written request of either party, the other party hereto shall furnish the requesting party an estoppel certificate reasonably satisfactory to the requesting party.

f. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the City at: City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: City Manager

With a copy to: City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: City Attorney
Tel: 305-673-7470 ext. 6471
Fax: 305-673-7002
Eveboutsis@miamibeachfl.gov

If to the Owner: Serena Rakhlin, General Counsel
And Director of Development
104 5th Avenue, 9th Floor
New York, NY 10011
Telephone: 646-650-2283
e-mail:
srakhlin@jdsdevelopment.com

With a copy to: Outside Counsel
Carter N McDowell
Bilzin Sumberg
1450 Brickell Ave., Suite 2300
Miami, FL 33131
cmcdowell@bilzin.com

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. Mail.

g. Governing Laws. The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Agreement. Venue for any action brought hereunder shall be proper exclusively in Miami-Dade County, Florida.

h. Exhibits. All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement

i. Conflicts. In the event of any inconsistencies, ambiguities or contradictions between this Agreement and the Settlement Agreement, the provisions of the Settlement Agreement shall control and prevail.

[The remainder of this page is intentionally left blank.]

EXECUTED as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

THE CITY OF MIAMI BEACH,
FLORIDA, a Florida municipal corporation

Name: Patrick D. Camm

By: Jimmy Morales, City Manager

Name: Charles J D'Agostin

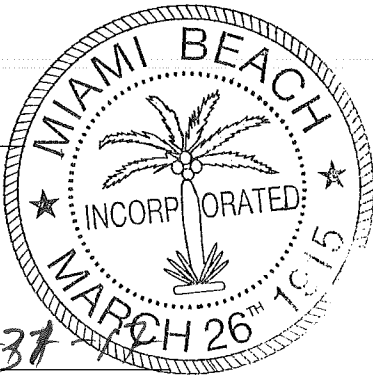
Attest:

By: TJ 5/31/17
MIAMI BEACH, City Clerk

Approved as to form and language
and for execution:

Jason Salvatore
City Attorney

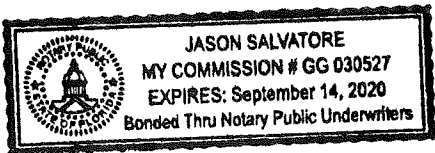
5-31-17
Dated



STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 31 day of MAY, 2017 by Jimmy Morales, City Manager, respectively, for the City of Miami Beach, Florida, on behalf of the City.


By: Jason Salvatore
Signature of Notary Public

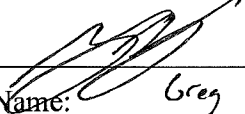


JASON SALVATORE
Printed, typed or stamp


My Commission Expires: 09-14-20

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:


Name: Charles Lira


Name: Greg Gleicher

MONAD TERRACE PROPERTY OWNER LLC,
a Delaware limited liability company

By: 
Name: Michael Stern
Title: Authorized Signatory

STATE OF)
COUNTY OF)

The foregoing instrument was acknowledged before me this 17 day of April, 2017 by
Michael Stern, Authorized Signatory on behalf of Monad Terrace Prop. Owner

By: 
Signature of Notary Public

Printed, typed or stamp

My Commission Expires:

WILLIAM SAMUEL CHOURAQUI
Notary Public, State of New York
No. 01CH6327153
Qualified in New York County
Commission Expires June 9, 2014

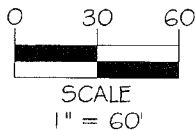
EXHIBIT A

LOCATION OF EASEMENT AREA

At the time the Agreement is recorded, the "Easement Area" shall temporarily refer to a meandering strip of land that is between 14.55 feet and 13.10 feet in width that lies immediately adjacent and parallel to the entire westernmost boundary of the Property, including the seawall cap, and that extends to the easternmost edge of either the pedestrian walkway actually constructed within the foregoing strip of land or if a fence, wall or other barrier shall be installed east of the pedestrian walkway and within the foregoing strip of land, then to the westernmost edge of such fence, wall or other barrier. The Easement Area shall be located west of the existing seawall along the rear of the Property, and shall commence at the northwest corner of the property, via a direct pedestrian connection to the Waverly Condominium Baywalk and connect the future Baywalk at Bay Garden Towers, 1250 West Avenue, Southgate Towers. The minimum pavement width of the walkway to be installed in the Easement Area shall be six (6) feet. The above described strip of land is in the general location depicted in Exhibit A-1 attached hereto. On the Effective Date, the final and actual "Easement Area" shall refer to and shall be a strip of land that runs immediately adjacent and parallel to the entire westernmost boundary of the Property, including the seawall cap, and that extends to the easternmost edge of either the pedestrian walkway actually constructed within the foregoing strip of land or if a fence, wall or other barrier shall be installed east of the pedestrian walkway and within the foregoing strip of land, then to the westernmost edge of such fence, wall or other barrier. All other portions of the Property, including without limitation any portion of the aforementioned strip of land lying outside of the final and actual Easement Area, shall be excluded from the Easement Area for purposes of the Agreement.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
BAYWALK PUBLIC ACCESS EASEMENT

A-1



SCALE
1" = 60'

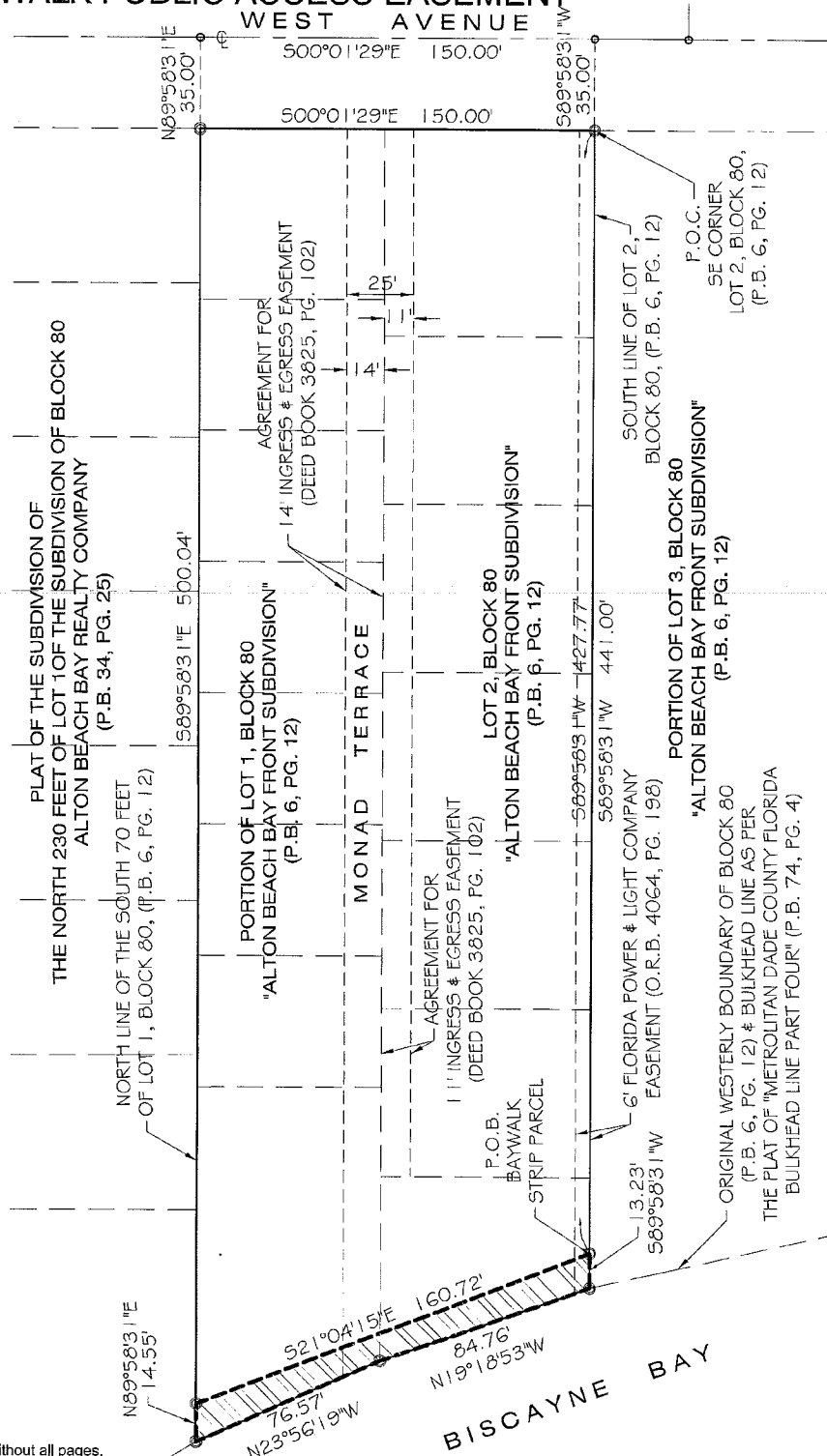
P.O.B. = POINT OF BEGINNING
P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
SEC. = SECTION
S.F. = SQUARE FEET
C = CENTERLINE

NOTICE: This document is not valid, full and complete without all pages.

S U R V E Y O R S

7715 NW 48TH STREET, SUITE 310, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

JOB No. 14619.1.16 PAGE 1 OF 3



SKETCH TO ACCOMPANY LEGAL DESCRIPTION BAYWALK PUBLIC ACCESS EASEMENT

LEGAL DESCRIPTION OF PUBLIC ACCESS EASEMENT:

A portion of Lots 1 and 2, Block 80 of "SUBDIVISION OF BLOCK EIGHTY OF THE ALTON BEACH REALTY COMPANY, A PART OF ALTON BEACH BAY FRONT SUBDIVISION", according to the Plat thereof as recorded in Plat Book 6, at Page 12 of the Public Records of Miami-Dade County, Florida and being more particularly described as follows:

COMMENCE at the SE Corner of said Lot 2, Block 80; thence $589^{\circ}58'31''$ W along the South Boundary Line of said Lot 2, Block 80, for 427.77 feet to the POINT OF BEGINNING of the parcel of land hereinafter described; thence continue $589^{\circ}58'31''$ W along said South Line Boundary Line of Lot 2, Block 80, for 13.23 feet to a point on the original Westerly Boundary Line of said Block 80, said line also being the Bulkhead Line as shown on the Plat of "METROPOLITAN DADE COUNTY, FLORIDA BULKHEAD LINE PART FOUR", according to the plat thereof, as recorded in Plat Book 74, at Page 4, of the Public Records of Miami-Dade County, Florida; thence $N19^{\circ}18'53''$ W along said original Westerly Boundary Line of said Block 80 and also being the Bulkhead Line as shown on said Plat of "METROPOLITAN DADE COUNTY, FLORIDA BULKHEAD LINE PART FOUR", for 84.76 feet; thence $N23^{\circ}56'19''$ W along said original Westerly Boundary Line of said Block 80 and also being the Bulkhead Line as shown on said Plat of "METROPOLITAN DADE COUNTY, FLORIDA BULKHEAD LINE PART FOUR", for 76.57 feet to a point on the North Line of the South 70 feet of Lot 1 of said Block 80; thence $N89^{\circ}58'31''$ E along said North Line of the South 70 feet of said Lot 1, Block 80, for 14.55 feet; thence $S21^{\circ}04'15''$ E along the Northwesternly prolongation of the Southwesterly line of a proposed pool deck and the Southwesterly line of a proposed pool deck, for 160.72 feet to a point on the South Boundary Line of said Lot 2, Block 80, said point also being the Point of Beginning.

Containing 1,822 Square Feet or 0.04 Acres, more or less, by calculations.

NOTICE: This document is not valid, full and complete without all pages.

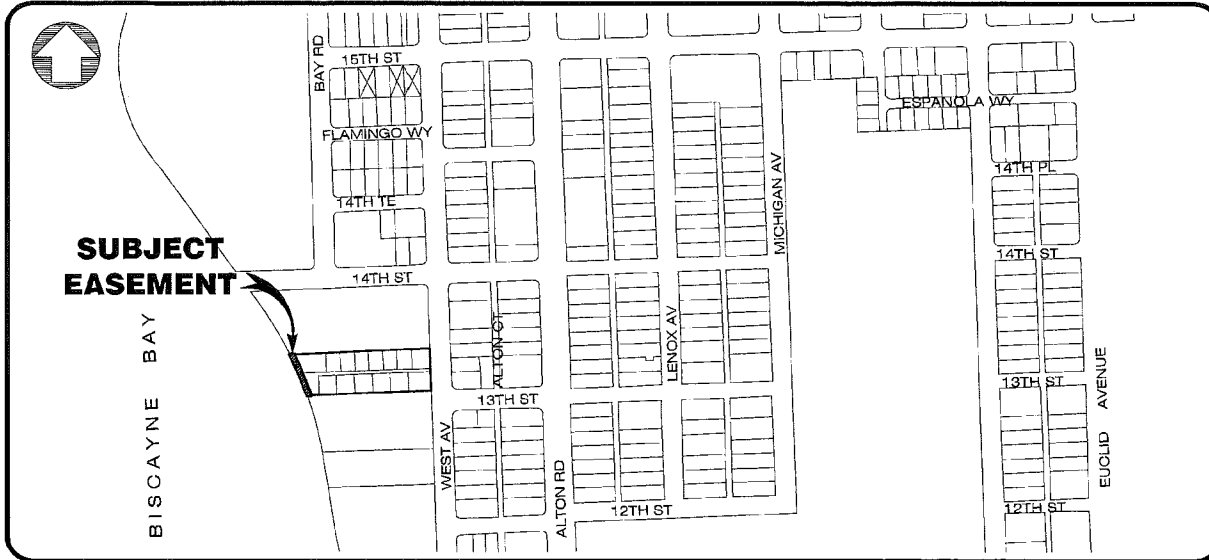
LONGITUDE SURVEYORS

7715 NW 48TH STREET, SUITE 310, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

J:\4619 1300-1370 Menad Terrace\dwg\Sketch and Legals\14619 SL Baywalk strip 04-07-17.dwg 4/7/2017 12:42:51 PM EDT

JOB No. 14619.1.16 PAGE 2 OF 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION BAYWALK PUBLIC ACCESS EASEMENT



LOCATION MAP

(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1. Plat of "SUBDIVISION OF BLOCK EIGHTY OF THE ALTON BEACH REALTY COMPANY, A PART OF ALTON BEACH BAY FRONT SUBDIVISION", recorded in Plat Book 6, at Page 12, Public Records of Miami-Dade County Florida.
2. Plat of "THE SUBDIVISION OF THE NORTH 230 FEET OF LOT 1 OF THE SUBDIVISION OF BLOCK 80 OF THE ALTON BEACH REALTY COMPANY'S SUBDIVISION", recorded in Plat Book 34, at Page 25, Public Records of Miami-Dade County Florida.
3. Plat of "BAY VIEW SUBDIVISION", recorded in Plat Book 9, at Page 110, Public Records of Miami-Dade County Florida.

In addition, the following documents were reviewed for the preparation of this Sketch and Legal Description:

1. Architectural Floor Plan - Level 1, Sheet A3.01, prepared by Kobi Karp, Architecture, Interior Design and Planning, located at 2915 Biscayne Boulevard, Suite 200, Miami, Florida 33137, last dated on May 1, 2016.

Bearings shown hereon are based upon the centerline of West Avenue with an assumed bearing of $500^{\circ}01'29''\text{E}$, said line to be considered a well established and monumented line.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than what appears on the underlying Plat of record. Please refer to the Limitations item with respect to possible restrictions of record and utility services.

RESTRICTIONS:

Since no other information was furnished other than what is cited above, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description" was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to Accompany Legal Description" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

By: _____ Date: _____
Jose Senas, PSM
Registered Surveyor and Mapper LS5938
State of Florida

NOTICE:

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS

7715 NW 48TH STREET, SUITE 310, DORAL, FLORIDA 33166 * PHONE: (305)463-0912 * FAX: (305)513-5680 * WWW.LONGITUDESURVEYORS.COM

\\14619.1330-1370 Moned Terrace\dwg\Sketch and Legale\14619 SL Baywalk strip C4-07-17.dwg 4/7/2017 12:42:51 PM EDT

JOB No. 14619.1.16 PAGE 3 OF 3

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1: (1300)

The East 79.00 feet of Lot 2, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

An undivided one-sixth (1/6th) interest in and to Lot 2, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida, LESS the East 399.00 feet thereof.

PARCEL 2: (1305)

The East 65 feet of the South 70 feet of Lot 1, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the map or plat thereof, as recorded in Plat Book 6, Page(s) 12, of the Public Records of Miami-Dade County, Florida.

PARCEL 3: (1310)

The West 64.00 feet of the East 143.00 feet of Lot 2, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

An undivided one-sixth (1/6th) interest in and to Lot 2, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida, LESS the East 399.00 feet thereof.

PARCEL 4: (1315)

The West 50.00 feet of the East 115.00 feet of the South 70.00 feet of Lot 1, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida.

PARCEL 5: (1320)

The West 64.00 feet of the East 207.00 feet of Lot 2, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

An undivided one-sixth (1/6th) interest in and to Lot 2, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida, LESS the East 399.00 feet thereof.

PARCEL 6: (1325)

The West 50 feet of the East 165 feet of the South 70 feet of Lot 1, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6 at Page 12, lying and being in Miami-Dade County, Florida.

PARCEL 7: (1340)

The West 64.00 feet of the East 271.00 feet of Lot 2, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

An undivided one-sixth (1/6th) interest in and to Lot 2, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida, LESS the East 399.00 feet thereof.

PARCEL 8: (1345)

The West 50 feet of the East 265 Feet of the South 70 feet of Lot 1, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida.

PARCEL 9: (1355)

The West 50.00 feet of the East 315.00 feet of the South 70.00 feet of Lot 1, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida.

PARCEL 10: (1360)

The West 64.00 feet of the East 335.00 feet of Lot 2, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

An undivided one-sixth (1/6th) interest in and to Lot 2, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida, LESS the East 399.00 feet thereof.

PARCEL 11: (1365)

The West 50 feet of the East 365 feet of South 70 feet of Lot 1, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, at Page 12, of the Public Records of Miami-Dade County, Florida.

PARCEL 12: (1370)

The West 64.00 feet of the East 399.00 feet of Lot 2, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

An undivided one-sixth (1/6th) interest in and to Lot 2, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida, LESS the East 399.00 feet thereof.

PARCEL 13: (1375)

The West 135.04 feet of the South 70.00 feet of Lot 1, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida; ALSO KNOWN As the South 70.00 feet of Lot 1, LESS the East 365.00 feet thereof, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida.

PARCEL 14: (1335)

The West 50 feet of the East 215 Feet of the South 70 feet of Lot 1, of Subdivision of Block Eighty of The Alton Beach Realty Company A Part of Alton Beach Bay Front Subdivision, according to the Plat thereof, as recorded in Plat Book 6, Page 12, of the Public Records of Miami-Dade County, Florida.