

5 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 WEST AVENUE CONNECTOR EASEMENT
AGREEMENT

THIS DECLARATION OF RESTRICTIONS AND EASEMENT AGREEMENT
("Agreement") is made and entered into as of the 31 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 temporary, non-exclusive easement through the Easement Area (the
"Connector Easement"), subject to the terms, conditions, reservations and restrictions set forth
below. The Connector Easement is to provide temporary access from West Avenue to a
segment of a publicly accessible Baywalk Easement simultaneously being granted by the Owner

to the City to extend along the western boundary of the Property (the "Baywalk") until such time as the Baywalk is extended southward from the Property across all or a portion of the property located at 1250 West Avenue currently occupied by the Bay Garden Condominium. The Connector Easement shall automatically terminate, at such time as the future Baywalk easement across all or apportion of the property to the south is granted and becomes effective in accordance with its terms. The Easement Beneficiaries shall have access to the Connector Easement solely from the West Avenue Right of Way and the portion of the Baywalk located directly east of and contiguous to, the Connector Easement. In no event shall the Easement Beneficiaries, by virtue of this Agreement, have access to the Connector Easement by, through, across, under or over any other portion of the Property, other than to access the Connector Easement from the designated paths; it being agreed that the sole points of access to the Connector Easement 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 strip of land that is six (6) feet 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 southernmost boundary of the Property, and that extends to the northernmost edge of either the pedestrian walkway actually constructed within the foregoing 6 foot strip of land or if a fence, wall or other barrier shall be installed north of the pedestrian walkway and within the foregoing 6 foot strip of land, then to the southernmost edge of such fence, wall or other barrier. The Connector Easement shall commence at the southeast corner of the property along West Avenue and connect providing a direct pedestrian connection to the future Baywalk located along the western boundary of the Property, which will connect to the existing Baywalk easement located on the Waverly Condominium property to the north. The minimum width of the walkway to be installed in the Connector Easement shall be forty four (44) inches. All other portions of the Property shall be excluded from the Easement Area for purposes of this Agreement.

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 Connector Easement. 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 Connector Easement 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 Connector Easement by the Easement Beneficiaries during Operating Hours are as follows: jogging, walking, hiking, biking (non-motorized vehicles); periodic and reasonable respites by the Easement Beneficiaries using the Connector Easement to rest.

b. Prohibited Public Uses. Owner and the City acknowledge and agree that the following uses of the Connector Easement are expressly prohibited: Easement Beneficiaries loitering and consuming alcohol on the Connector Easement; Easement Beneficiaries using the Connector Easement for destination activities including, but not limited to, picnicking, camping, skateboarding 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, skateboards, 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 Connector Easement 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 Connector Easement 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 eastern and western ends of the Connector Easement to restrict Easement Beneficiaries access to the Connector Easement, 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 Connector Easement is open between one hour after sunrise and sunset, seven days a week. Access by the Easement Beneficiaries to the Connector Easement, 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 Connector Easement a safety risk. Temporary closures of the Connector Easement during Operating Hours for the purpose of maintenance and repair, or closures of the Connector Easement during Operating Hours when there is a Force Majeure Event (as defined in paragraph 13 below), or temporary closures of the Connector Easement 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 Connector Easement during Operating Hours, and shall re-open the Connector Easement immediately following the conclusion of any such maintenance or repair. Owner shall also post notice of any closure of the Connector Easement 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 Connector Easement. Except as otherwise expressly provided herein, Owner shall, at its sole cost and expense, maintain, repair, and replace, in whole or in part, the walkway within the Connector Easement 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 Connector Easement, and shall keep the Connector Easement in good condition, reasonable wear and tear excepted. Notwithstanding the foregoing, the City shall be responsible for the maintenance and repair of the Connector Easement 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 Connector Easement 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 Connector Easement 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 Connector Easement, 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 Connector Easement, Owner shall be temporarily relieved of the obligation to provide public access to the Connector Easement 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 Connector Easement shall not be a basis for any legitimate complaint about alleged City noncompliance with, or for temporary closure of the Connector Easement pursuant to, this paragraph 6.a.

b. Sanitation. The City will, at its expense, provide removal of rubbish from the Connector Easement 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 Connector Easement 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 Connector Easement (including the walkway within the Connector Easement) 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 Connector Easement (including the walkway within the Connector Easement), the provisions of this Agreement shall prevail as to the Connector Easement.

7. Signage. Owner shall post signs at all access points to the Connector Easement 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 Connector Easement 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 Connector Easement, 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 walkway within the Connector Easement 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 Connector Easement, resulting from, arising out of, or incurred in connection with, use of the Connector Easement 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 Connector Easement; 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 Connector Easement. 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 Connector Easement, 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) of the Connector Easement, and the holders of any mortgages of record encumbering same, provided that with respect to any portion of the Connector Easement 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 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 Connector Easement provided for herein, except for temporary closure as provided in paragraphs 6.a. and 6.c. above and its termination pursuant to the terms of this temporary easement.

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

[Signature]
Name: Patrick D. Camm

By: [Signature]
Jimmy Morales, City Manager

Name: Charles J DiAgostin

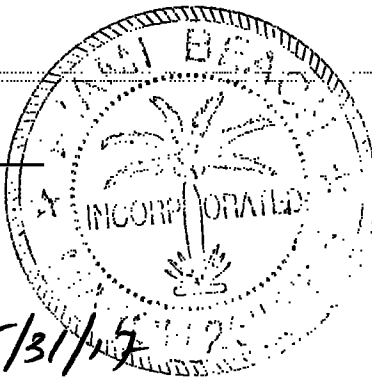
Attest:

By: [Signature] 5/31/17
MIAMI BEACH City Clerk

Approved as to form and language
and for execution:

[Signature]
City Attorney

Dated 5/31/17



STATE OF FLORIDA)

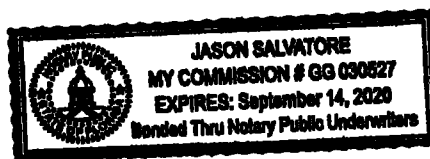
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 31 day of MAY, 2016 by Jimmy Morales, City Manager, respectively, for the City of Miami Beach, Florida, on behalf of the City.

By: [Signature]

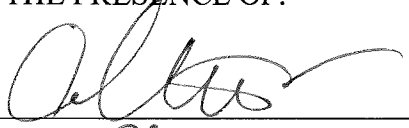

Signature of Notary Public

JASON SALVATORE
Printed, typed or stamp

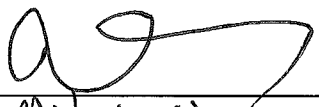


My Commission Expires: 09-14-20

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:



Name: Charles Liu

Name: Gray Gleicher

MONAD TERRACE PROPERTY OWNER LLC,
a Delaware limited liability company

By: 
Name: Michael Stern
Title: Authorized Signatory

STATE OF New York)
COUNTY OF New York)

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

By: 
Signature of Notary Public

Printed, typed or stamp

My Commission Expires:

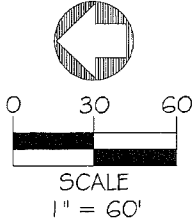
WILLIAM SAMUEL CHOURAQUI
Notary Public, State of New York
No. 01CH6327153
Qualified in New York County
Commission Expires June 9, 2019

EXHIBIT A

LOCATION OF EASEMENT AREA

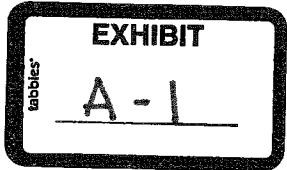
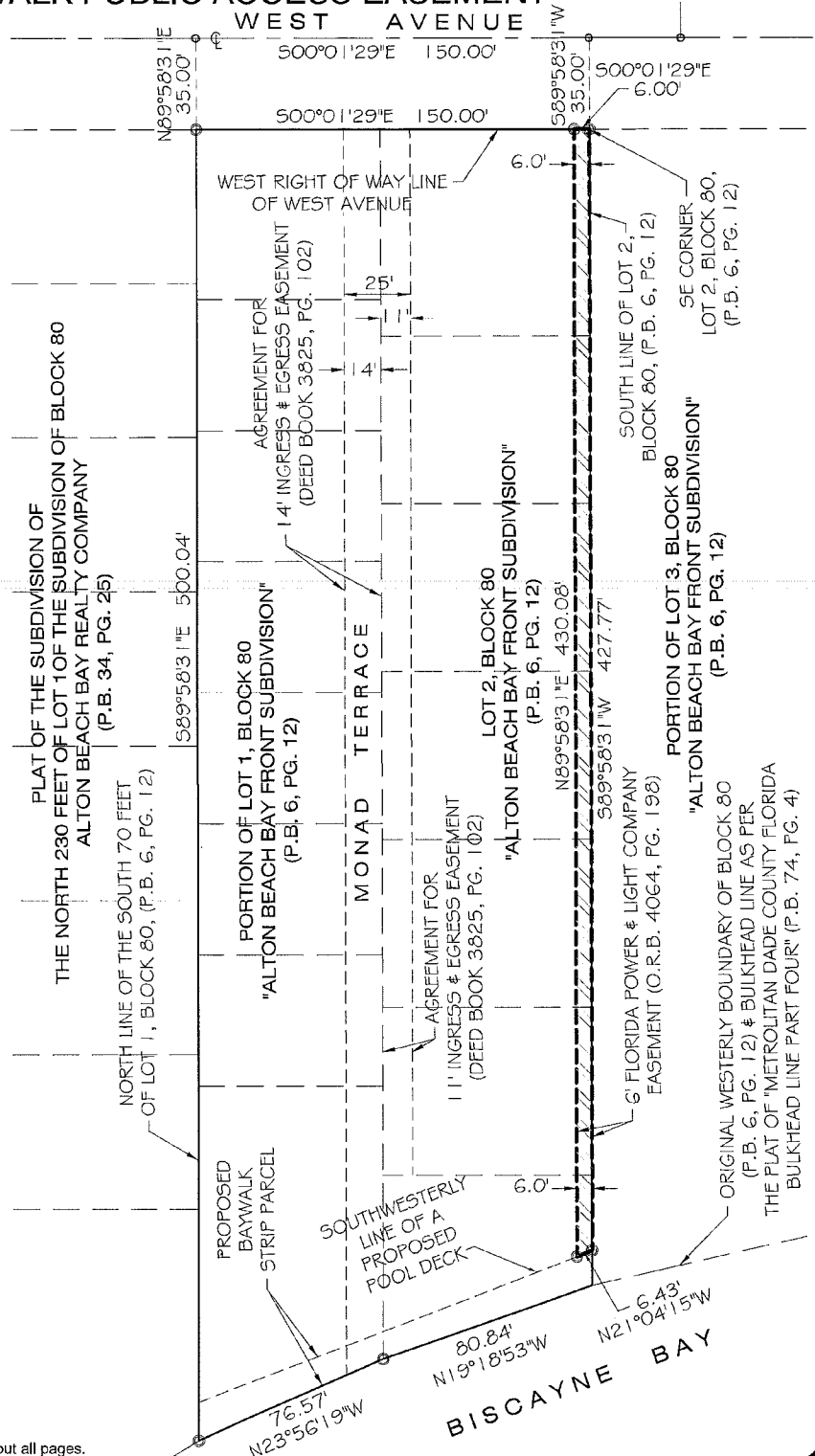
At the time the Agreement is recorded, the "Easement Area" shall temporarily refer to a strip of land that is six (6') feet in width that lies immediately adjacent and parallel to the entire southernmost boundary of the Property, and that extends to the northernmost edge of either the pedestrian walkway actually constructed within the foregoing six (6') foot strip of land or if a fence, wall or other barrier shall be installed north of the pedestrian walkway and within the foregoing six (6') foot strip of land, then to the southernmost edge of such fence, wall or other barrier. The Easement shall start at the West Avenue right of way and continue along the southern boundary of the Owner's property to the western boundary of the Baywalk Easement being granted to the City simultaneously with this easement. The minimum pavement width of the walkway to be installed in the Easement Area shall be forty four (44) inches. The above described six (6') foot 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 southernmost boundary of the Property, and that extends to the northernmost edge of either the pedestrian walkway actually constructed within the foregoing six (6') foot strip of land or if a fence, wall or other barrier shall be installed north of the pedestrian walkway and within the foregoing six (6') foot strip of land, then to the southernmost edge of such fence, wall or other barrier. All other portions of the Property, including without limitation any portion of the aforementioned six (6') foot 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
SIDEWALK PUBLIC ACCESS EASEMENT



LEGEND:

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



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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION SIDEWALK PUBLIC ACCESS EASEMENT

LEGAL DESCRIPTION OF PUBLIC ACCESS EASEMENT:

A portion of Lot 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:

BEGIN at the SE Corner of said Lot 2, Block 80; thence S89°58'31"W along the South Boundary Line of said Lot 2, Block 80, for 427.77 feet to point on the Southwesterly line of a proposed pool deck; thence N21°04'15"W along said Southwesterly line of a proposed pool deck, for 6.43 feet to a point on a line parallel with and 6.00 feet North of the South Boundary Line of said Lot 2, Block 80; thence N89°58'31"E along said line parallel with and 6.00 feet North of the South Boundary Line of Lot 2, Block 80, for 430.08 feet to a point on the West Right of Way Line of West Avenue; thence S00°01'29"E along said West Right of Way Line of West Avenue, for 6.00 feet to the POINT OF BEGINNING.

Containing 2,574 Square Feet or 0.06 Acres, more or less, by calculations.

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

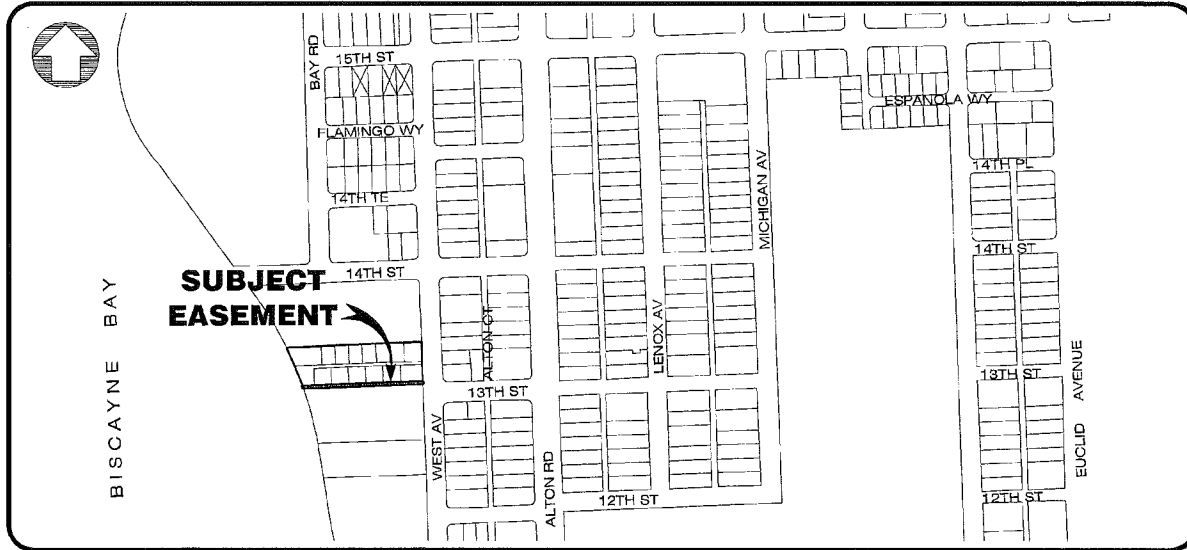
LONGITUDE SURVEYORS

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

\\14619.1300-1370 Monod Terrace\dwg\Sketch and Legals\14619 Sl. Sidewalk 04-07-17.dwg 4/7/2017 12:39:57 PM FDT

JOB No. 14619.1.16 PAGE 2 OF 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION SIDEWALK 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 $500^{\circ}01'29''E$, 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

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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.