



The Law Offices of Kent Harrison Robbins, P.A.

April 23, 2021

By Email to rogeliomadan@miamibeachfl.gov

Chairman and Members of the Historic Preservation Board
c/o Rogelio Madan, Chief of Community Planning and Sustainability
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

Re: Request for Continuance of the April 27, 2021 hearing on the Application for Conditional Use Permit Approval for the property located at 1501 Collins Avenue, Miami Beach, Florida (Planning Board File No. 20-0416)

Dear Chairman and Members of the Planning Board,

I represent Albert Lepage, the owner of the properties located at 1500 Ocean Drive, Units 801, 802 and 909, Miami Beach, Florida ("Lepage") concerning the above referenced matter.

Mr. Lepage is requesting a continuance of the hearing on Planning Board File No. 20-0416 scheduled for Tuesday, April 27, 2021. A continuance is required due to the deficiencies in the documents that were provided in the application files and the failure of critical, relevant and required documents to be included in the application files.

Mr. Lepage is opposing the Conditional Use Permit being sought by the Bancroft Hotel and the Ocean Steps structure at 1501 Collins Avenue for the four restaurants at the building immediately adjacent to the 1500 Ocean Drive Condominium as well as the three food and alcohol beverage amenities at the Bancroft limited access café and bar, rooftop lounge, and upper roof deck, where alcohol and food would be served. These locations will provide seating and occupancy as follows:

	<u>Occupancy</u>	<u>Indoor Seating</u>	<u>Outdoor Seating</u>	<u>Total Seats</u>
Four Public Restaurants:	1048	395	247	642
Three Limited Access Food and Alcohol Beverage "Amenities" for Offices:	<u>865</u>	<u>80</u>	<u>301</u>	<u>381</u>
TOTAL:	1913	475	548	1023

Mr. Lepage, and others who have been active in the land use arena, including Henry Stolar and Hal Rosenbaum, are of an opinion that these proposed outdoor establishments serving alcohol will attract noise and unruly crowds that will make the adjacent condo units nearly uninhabitable and will certainly disturb the residents' peace and quiet. I agree. But I believe the problem is much worse:

1. The applicants submitted a substandard traffic "report," (not the required "traffic circulation analysis and plan") and did not undergo the required peer review.
2. There is no place to queue the cars waiting for valet except on 15th Street which is already overwhelmed with traffic. No queueing analysis was performed for the valet parking. Moreover, the valet service would have to circumnavigate 6 blocks every time it returned a car.
3. The City required turning movement study of the trucks for the loading spaces was not provided, making it likely that such a study would show that the building does not have the six required parking spaces for the facility and that trucks could not properly load and unload, causing the loading areas to be overwhelmed affecting deliveries to the site to serve food and beverage establishments and amenities.
4. The Planning Staff that was assigned to review the application did not consider the recorded covenants and agreements with the Bancroft Hotel and the 1500 Ocean Drive Condominium Association that allow the Royal Palm Hotel and restaurants to use the same area of 1500 Ocean Drive's facility for loading and unloading for its restaurants and hotel units with a Conditional Use Permit occupant load of 774 occupants and 433 seats. See attached covenants and agreements.
5. No sound expert reviewed the speaker and control systems to assure that it could maintain the music at a conversation level and comply with the noise ordinance.
6. There has been no queueing analysis for the crowds that would accumulate waiting for access to these facilities.

Section 142-1362, Miami Beach Code, provides the supplemental review guidelines criteria the Planning Board shall apply when reviewing an application for a neighborhood impact establishment:

- (2) A parking plan which fully describes where and how the parking is to be provided and utilized, e.g., valet, selfpark, shared parking, after-hour metered spaces and the manner in which it is to be managed. **NOT PROVIDED**
- (3) An indoor/outdoor crowd control plan which addresses how large groups of people waiting to gain entry into the establishment, or already on the premises will be controlled. **NOT PROVIDED**
- (4) A security plan for the establishment and any parking facility, including enforcement of patron age restrictions. **NOT PROVIDED**

- (5) A traffic circulation analysis and plan which details the impact of projected traffic on the immediate neighborhood and how this impact is to be mitigated. **NOT PROVIDED**
- (6) A sanitation plan which addresses on-site facilities as well as off-premises issues resulting from the operation of the establishment. **NOT PROVIDED**
- (7) A noise attenuation plan which addresses how noise will be controlled to meet the requirements of the noise ordinance. **NOT PROVIDED FOR SPECIAL EVENTS.**
- (9) Cumulative effect of proposed establishment and adjacent pre-existing uses. **NOT PROVIDED**

The application checklist for the project lists the following required items that were either not provided or deficient:

- (38) Proposed Operational Plan: Include deliveries and trash pickup times, hours of operations, number of employees, security and restaurant menu (if applicable). **DEFICIENT**
- (39) Maneuvering Plan for loading within the existing/proposed conditions, delivery and garbage trucks size (length and width). **NOT PROVIDED**
- (40) Traffic Study, Site plan(s) : Revised version addressing first round of comments from Transportation Department and peer review. (See Transportation Department check list for requirements.) **NOT PROVIDED**
- (42)(a) Site Plan: Identify: setbacks, heights, drive aisle widths, streets and sidewalk widths. **NOT PROVIDED**
- (42)(d) Site Plan: Interior and loading area location & dimensions. **DEFICIENT**
- (42)(g) Site Plan: Auto-turn analysis for delivery and sanitation vehicles. **NOT PROVIDED**
- 42)(a) Site Plan: Preliminary on-street loading plan. **NOT PROVIDED**

The above referenced documents and deficient information are directly relevant and material to this Board's evaluation of the pending application for Conditional Use Permit approval.

Without these critical, relevant and required documents and information, this Board does not have sufficient factual and legal information to determine whether there is competent substantial evidence to support the proposed Conditional Use Permit application and to determine whether the issuance of such Conditional Use Permit meets the essential requirements of the law. Further, by not making those critical, relevant and required documents and information available for the Affected Parties, such as the 1500 Ocean Unit Owners, as well as members of the Planning Board, to review prior to the time of the hearing and the entering of any order, it denies the Affected Parties due process.

Therefore, Albert Lepage respectfully request a continuance of this matter to the May 2021 Planning Board meeting.

Sincerely,

Kent Harrison Robbins

Kent Harrison Robbins
Attorney for Albert Lepage

Enclosure

cc: Tom Mooney, Planning Director: ThomasMooney@miamibeachfl.gov
Nick Kallergis, First Assistant City Attorney: NickKallergis@miamibeachfl.gov
Graham Penn, Attorney for Applicant: gpenn@brzoninglaw.com
Tucker Gibbs, Attorney for 1500 Ocean Drive Condominium Association, Inc.:
ticker@wtgibbs.com

OFF: 16703 PG 1171
REC:

95R088071 1995 MAR 06 16:11

This instrument prepared by and after
recording return to:
John C. Sumberg, Esq.
Rubin Baum Levin Constant Friedman & Bilzin
2500 First Union Financial Center
Miami, Florida 33131

**DECLARATION OF RESTRICTIONS AND
RECIPROCAL EASEMENT AGREEMENT**

THIS DECLARATION OF RESTRICTIONS AND RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made and entered into as of the 1st day of March, 1995 by JEFFERSON PLAZA, LTD., a Florida limited partnership, whose address is 2665 So. Bayshore Drive, Suite 302, Miami, Florida 33133, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of a certain parcel of real property located in Dade County, Florida, legally described as and shown on Exhibit "A" attached hereto ("Parcel A" or the "Residential Parcel"); and

WHEREAS, Declarant is also the owner of that certain parcel of real property located in Dade County, Florida, legally described and shown on Exhibit "B" attached hereto ("Parcel B" or the "Commercial Parcel"); and

WHEREAS, Declarant anticipates subjecting Parcel A to a condominium regime, developing Parcel A as a residential condominium and developing Parcel B as a commercial project, which may or may not in the future become subject to a separate condominium regime; and

WHEREAS, Declarant is desirous of (i) establishing certain easements in, to, over, across and through portions of Parcel A for the benefit of both Parcel A and Parcel B and in, to, over, across and through portions of Parcel B for the benefit of both Parcel A and Parcel B and (ii) imposing certain restrictions in connection with the development of Parcel A and Parcel B, all as more particularly provided for herein and for the purpose of facilitating the implementation of a unified development plan for Parcel A and Parcel B; and

WHEREAS, the City of Miami Beach requires that Parcel A and Parcel B remain one development site for purposes of zoning and in order to meet all pertinent setbacks, floor-area ratios and all other development regulations.

NOW, THEREFORE, for valuable consideration, Declarant does hereby declare as follows:

1. Declarant does hereby establish, create and grant a perpetual easement in, to, over, across and through those portions of Parcel A ("Easement Area A") described below to be used from time to time for the purposes designated in this paragraph 1 below, for the use and benefit of the respective owners and tenants of Parcel B, and portions thereof, and their employees, agents, customers, guests, licensees, invitees, mortgagees, successors and assigns. The easements in Easement Area A shall be non-exclusive, for use in common with the Declarant, except for the easements in paragraphs 1(a), 1(b), 1(c), 1(g) and 1(h), which shall be exclusive. The grant of easements in Easement Area A shall include the right to ingress and egress to the extent necessitated by an emergency involving risks to persons or damage to property. Easement Area A shall include the following property and easement rights with respect thereto:

(a) The parking spaces and roadways, driveways, traffic lanes and other areas for vehicular ingress, egress and traffic flow within the portion of the Commercial Parking Garage (defined below) located on Parcel A, for vehicular parking and ingress and egress to and from the parking spaces, with a right to reconfigure the parking spaces, ingress and egress and traffic lanes within the Commercial Parking Garage, provided same remains within the area initially used for vehicular parking, ingress, egress and traffic flow. The commercial parking garage ("Commercial Parking Garage") is legally described on Exhibit C attached hereto.

(b) The stairwell between the southeast corner of the Commercial Parking Garage in Parcel A and ground level, and any other stairwells between the portion of the Commercial Parking Garage located on Parcel A and the ground level, for pedestrian access to and from the Commercial Parking Garage.

(c) Those portions of Parcel A adjacent to Parcel B for minor, unintentional encroachments of buildings or other structures, footings and support members.

(d) Those portions of Parcel A on which utilities serving Parcel B are initially located (and subsequently located, as provided herein), for the location of utilities, provided that

the owner of Parcel B shall have the right to relocate and add to such utilities as necessary, provided that the prior consent of the owner of Parcel A shall be required with respect to utilities located or to be located outside of the Commercial Parking Garage, and such consent shall not be unreasonably withheld.

(e) The land in and improvements on Parcel A for entry upon, and passage through, with and by men, material and equipment for maintenance (including but not limited to, painting and other decorating), operation, inspection, testing, repair, construction, alteration (as and to the extent permitted pursuant to paragraph 1(d) hereof), replacement, addition to (as and to the extent permitted pursuant to paragraph 1(d) hereof), and cleaning of all or any part of the utilities, improvements or equipment of the owner of Parcel B, located in Parcel A, to enable the use by the owner of Parcel B of the rights granted hereby. Such operations shall be performed in a manner that will not unreasonably interfere with the operation or use of the residential facility on Parcel A. The rights granted in this subparagraph shall not impose any affirmative obligation on the owner of Parcel B except as expressly provided elsewhere in this Agreement.

(f) Other areas on the land in Parcel A or within the portion of the Commercial Parking Garage on Parcel A as designated by Declarant by a supplemental declaration recorded in the Public Records of Dade County, Florida, while Declarant owns Parcel A and, thereafter, at locations determined by the owner of Parcel B, subject to the approval of the owner of Parcel A, which approval shall not be denied or withheld if such use does not unreasonably interfere with the use and operation of the residential facility in Parcel A, for plumbing, drainage, mechanical, electrical, telephone, storage, water, heating, ventilating, air cooling, gas, steam, exhaust, cable television and other utilities, piping, lines, ducts, shafts and equipment, appurtenant to or supportive of the improvements which may lawfully be constructed (or reconstructed) within Parcel B or with respect to which the owner of Parcel B is granted a right hereunder, and any activities conducted as permitted herein.

(g) Any architectural features or other structures overhanging Parcel A as initially constructed by Declarant, with no right to move, add to or expand same.

(h) The western exterior facade of the residential condominium building to be constructed on Parcel A (which western facade should be approximately on the western border of Parcel A) below the bottom of the lowest balcony on the building on Parcel A to attach a trellis and any other fixtures and other structures or items hereafter constructed or attached by the owner of Parcel

B, provided that the owner of Parcel B will not leave any open holes on the exterior of the building on Parcel A.

2. Declarant does hereby also establish, create and grant a perpetual easement in, to, over, across and through those portions of Parcel B ("Easement Area B") described below to be used from time to time for the purposes designated in this paragraph 2 below, for the use and benefit of the respective owners and tenants of Parcel A, and portions thereof, and their employees, agents, customers, guests, licensees, invitees, mortgagees, successors and assigns. The easements in Easement Area B shall be non-exclusive, for use in common with the Declarant, except for the easements in paragraphs 2(b) and 2(f), which shall be exclusive. The grant of easements in Easement Area B shall include the right to ingress and egress to the extent necessitated by an emergency involving risks to persons or damage to property. Easement Area B shall include the following property and easement rights with respect thereto:

(a) The ramp on the north portion of Parcel B shown on the Site Plan attached hereto as Exhibit D, extending westward from the exit from the Commercial Parking Garage to Collins Avenue, for ingress and egress of motor vehicles between adjacent public streets and highways and Parcel A and transportation of trash from the residential building(s) on Parcel A to the commercial loading dock or trash area shown on the Site Plan attached as Exhibit D. Parcel B shall provide a trash area near its commercial loading dock for Parcel A's trash compactors. The owner of Parcel A shall be responsible to maintain and clean up around its trash compactors.

(b) Those portions of Parcel B adjacent to Parcel A, for minor, unintentional encroachments of buildings or other structures, footings or support members.

(c) Those portions of Parcel B on which utilities serving Parcel A are initially located (and subsequently located as provided herein), for the location of utilities, provided that the owner of Parcel A shall have the right to relocate and add to such utilities as necessary, subject to the prior consent of the owner of Parcel B, which consent shall not be unreasonably withheld.

(d) The land in and improvements on Parcel B and the easement areas described in paragraph 1(a) and 1(b) above, for entry upon, and passage through, with and by men, material and equipment for maintenance (including but not limited to, painting and other decorating), operation, inspection, testing, repair, construction, alteration (as and to the extent permitted pursuant to paragraph 2(c) hereof), replacement, addition to (as and to

the extent provided pursuant to paragraph 2(c) hereof), and cleaning of all or any part of the utilities, improvements or equipment of the owner of Parcel A, located in Parcel B or in the easement areas described in paragraph 1(a) and 1(b), to enable the use by the owner of Parcel A of the rights granted hereby. Such operations shall be performed in a manner that will not unreasonably interfere with the operation or use of the Commercial Parking Garage or the commercial facility on Parcel B or the easement areas described in paragraph 1(a) and 1(b). The rights granted in this subparagraph shall not impose any affirmative obligation on the owner of Parcel A except as expressly provided elsewhere in this Agreement.

(e) Other areas on the land in Parcel B or within the portion of the Commercial Parking Garage in Parcel B as designated by Declarant by a supplemental declaration recorded in the Public Records of Dade County, Florida, while Declarant owns Parcel B and, thereafter, at locations determined by the owner of Parcel A subject to the approval of the owner of Parcel B, which approval shall not be denied or withheld if such use does not diminish the parking capacity of the Commercial Parking Garage or unreasonably interfere with the parking operations conducted therein or the use and operation of the commercial facility in Parcel B, for plumbing, drainage, mechanical, electrical, telephone, storage, water, heating, ventilating, air cooling, gas, steam, exhaust, cable television and other utilities, piping, lines, ducts, shafts and equipment, appurtenant to or supportive of the improvements which may lawfully be constructed (or reconstructed) within Parcel A or with respect to which the owner of Parcel A is granted a right hereunder, and any activities conducted as permitted herein.

(f) Balconies, roof overhanging the balconies, other architectural features or other structures overhanging Parcel B as initially constructed by Declarant, with no right to move, add to or expand same.

3. (a) After the initial construction of improvements on Parcel A, no barriers will be erected on any portion of Parcel A which would have the effect of limiting or restricting the easement rights granted hereinabove with respect to the Commercial Parking Garage.

(b) It is understood that this Agreement is being executed prior to the construction of the improvements on Parcel A and Parcel B. It is intended that the dividing line between Parcel A and Parcel B be the expansion joint delineating the boundary between the residential building on Parcel A and the commercial building on Parcel B. The legal descriptions attached hereto for Parcel A and Parcel B are the best estimate of where

the expansion joint will be located, but the actual location is likely to vary somewhat after construction has been completed. Therefore, Declarant reserves the right, power and authority by itself, without the joinder of any person or entity whatsoever other than its mortgagee, to modify the legal descriptions of Parcel A and Parcel B to conform to the "as built" improvements after completion of construction by recording a supplemental declaration in the Public Records of Dade County, Florida, in which event the legal descriptions for Parcel A and Parcel B set forth in or attached to the supplemental declaration shall supersede those attached hereto.

4. (a) Parcel A (excluding the portion of the Commercial Parking Garage located thereon which is subject to the easement in favor of Parcel B pursuant to Paragraph 1(a) above) and Parcel B (plus the easement area created pursuant to Paragraph 1(a) above) each shall at all times contain sufficient parking to comply with applicable zoning codes, unless such requirement is waived by the Planning & Zoning Director of the City of Miami Beach. In any event, no cross parking easement is hereby granted except to the extent provided in Paragraph 1(a).

(b) If Parcel A is subjected to the condominium form of ownership, Parcel B shall not have more than one owner (other than as joint tenants), unless and until it is subjected to the condominium form of ownership. If Parcel A or Parcel B has been subjected to the condominium form of ownership, the benefits of the easements herein shall run in favor of the unit owners; however, notwithstanding anything to the contrary herein, the "owner" for all purposes under this Agreement shall be deemed to be the applicable condominium association, and no owner or mortgagee of any unit of the condominium (except for a mortgagee of the entire condominium less any condominium units which have been released from such mortgage) shall be required or entitled to join or have input with respect to any matters herein which require the owner's consent.

(c) Subjecting Parcel A to the condominium form of ownership without also subjecting Parcel B to the condominium form of ownership merely changes the form of ownership and does not constitute a lot split, as Parcel A and Parcel B remain one single development site. Declarant covenants and agrees that Parcel A and Parcel B will together be considered as one development parcel by the City of Miami Beach for all zoning related purposes, including, without limitation, setback and floor area ratio purposes. In addition, in the event all or a portion of any building on Parcel A or Parcel B becomes nonconforming, the whole project (including Parcel A and Parcel B and all buildings thereon) will be considered as one unified

project for purposes of determining building valuation requirements for rebuilding after damage or destruction.

5. In connection with any development or further development of Parcel A or Parcel B or any portion thereof, the following guidelines shall be observed: (i) sufficient parking will be included to service the improvements to be developed pursuant to applicable zoning regulations and other governmental requirements, (ii) all work performed shall be accomplished so as to not interrupt any existing services to the existing improvements on Parcel A and Parcel B and in a manner so as to minimize inconvenience to the owners and occupants of then existing improvements on Parcel A and Parcel B, and (iii) if any work is performed by any owner on a portion of Easement Area A or Easement Area B that is not owned by such owner, such area shall, after completion of such work, be restored to its pre-existing condition by the owner performing the work.

6. The owners of Parcel A and Parcel B shall each maintain the landscaping on their respective property, and they shall make reasonable good faith efforts to coordinate the plants and flowers in the planters so that they are consistent with each other.

7. (a) If the owner of Parcel A needs or if the owner of Parcel B needs or desires from time to time to relocate or add to any of the then existing utility facilities serving said owner and located on the property (including easement areas) of the other party (which will require compliance with paragraphs 1(d) or 2(c), as applicable), the owner so adding to, changing, rearranging, altering, modifying, relocating or building upon said facilities shall be responsible, at its cost, for adding to, changing, rearranging, altering, modifying, relocating or building upon such utility facilities, and same shall be accomplished without interruption of service and in a manner so as to minimize inconvenience to the owners and occupants of the remaining portions of Parcel A and Parcel B, and provided that in no event will any such activity by the owner of Parcel A reduce the number of parking spaces in the Commercial Parking Garage (which is located on Parcel A and Parcel B) or unreasonably interfere with the traffic flow within the Commercial Parking Garage.

(b) Subject to the provisions in this Agreement, each owner from time to time of Parcel B, or any portion thereof, reserves the right at any time and from time to time, without the need for obtaining consent or approval from the owner(s) of any portions of Parcel A, to change, rearrange, alter, modify or otherwise reduce Easement Area A created hereby, provided same does not adversely affect any owner (including condominium unit

owners) of Parcel A. Any other changes, alterations, modifications or reductions of any easement area shall be only with the prior consent of the owner of the parcel being affected, which consent shall not be unreasonably withheld, and provided further that any change, alteration, modification or reduction requested by the owner of Parcel A shall not reduce the number of parking spaces in the Commercial Parking Garage or unreasonably interfere with the traffic flow within the Commercial Parking Garage or the use and operation of the commercial facility on Parcel B. In the event any of same are accomplished with respect to the easement area located on any owner's property, same shall automatically release the area which is so changed, rearranged, altered, modified, or otherwise reduced, from this Agreement.

8. (a) Except as provided in this paragraph 8(a), the easement areas (whether exclusive or nonexclusive) shall be maintained, repaired and, when necessary, replaced, by the grantee of the easement at its cost and expense so that same are at all times in good working order, condition and repair. In connection with the easement described in paragraph 1(a), all walls and ceilings in the Commercial Parking Garage shall be maintained, repaired and, as necessary, replaced by the owner of Parcel B at its cost and expense so that same are at all times in good working order, condition and repair, and the owner of Parcel B shall be responsible to maintain, service and pay for all utilities serving the Commercial Parking Garage at its sole cost and expense. Notwithstanding the foregoing, the easement areas provided in paragraphs 1(e), 2(a) and 2(d) shall be maintained by the owner of the property on which the easement is located (and not by the grantee). The party who is responsible for the maintenance of each easement area shall also maintain with respect to such easement area comprehensive public liability insurance throughout the term of this Agreement in an amount no less than \$1,000,000, combined single limit, which names the owner of the other parcel (and its mortgagee(s), if so requested) as additional insured(s), and shall furnish the other owner written proof thereof promptly upon request.

(b) If the owner of any portion of Parcel A or Parcel B shall fail to maintain, repair and, when necessary, replace the easement areas created hereby with respect to which it has the obligation as aforestated as required hereunder, the owner(s) of any other portion of Parcel A or Parcel B may send written notice to such defaulting party and, if such obligations are not performed by the defaulting party within 30 days from receipt of such notice, then the party or parties giving notice shall have the right (without limiting any other rights that may be available) to perform such obligations and bill the defaulting party for the costs of such performance. If the defaulting party shall not pay such bill within 30 days of receipt, then interest

shall accrue on the unpaid amount from the time it was expended until paid at the lower of 18% per annum or the highest lawful rate permitted by law.

(c) Each owner from time to time of Parcel A and Parcel B, or any portion thereof, agrees to fully maintain, repair and, when necessary, replace, at its cost and expense, the exterior of all buildings and all public areas owned by it so that same are at all times in good condition, order and repair. In the event of a violation of this paragraph 8(c), the sole and exclusive remedies shall be specific performance and/or injunctive relief, which are the only reasonable and adequate remedies for such a violation, as actual damages would be difficult to ascertain and prove, and would be an inadequate remedy in any event.

(d) Each owner from time to time of Parcel A and Parcel B, or any portion thereof, hereby indemnifies and saves harmless all other owners (including condominium unit owners) of portions of Parcel A and Parcel B from any and all liability, damage, expense, causes of action, suits, claims or judgments arising from the portion of Parcel A or Parcel B that is owned by it or with respect to which it has exclusive easement rights, except to the extent caused by the act or negligence of another owner (including condominium unit owners) and in such event only as to such other owner (including condominium unit owners) whose act or negligence is excepted.

9. (a) Anything to the contrary contained in this Agreement notwithstanding, in the event of a violation or breach of any of the provisions contained in this Agreement, specific performance and/or injunctive relief shall specifically be available, it being agreed that damages would, at best, be difficult to ascertain and would be an inadequate remedy in any event. The City of Miami Beach is hereby specifically given the right to enforce the provisions of paragraphs 4(a), 4(b), 4(c) and 5(i).

(b) The prevailing party in any action in connection with this Agreement (whether in tort, contract or otherwise) shall be entitled to the award of court costs and reasonable attorneys' and paralegals' fees at all tribunal levels and in connection with all proceedings, whether or not suit is instituted.

10. Each owner from time to time of Parcel A or Parcel B, or any portion thereof, agrees, promptly upon request, to furnish from time to time to any other such owner in writing such truthful estoppel information and/or one or more confirmatory easements (confirmatory of the general easements granted hereby) as may be reasonably requested. All costs associated with the

preparation and delivery of this material shall be borne by the requesting party.

11. In the event any portion of Parcel A or Parcel B is condemned or taken through eminent domain, the owner of the property so taken shall be entitled to the full award therefor as if this Agreement were not in existence and the other owner(s) shall not be entitled to share in any portion of the award as a result of the existence of this Agreement; provided, however, that the foregoing shall not prevent an award to any other owner(s) for the diminution in value of the property of the other owner(s), provided same does not reduce the award payable to the owner whose property was condemned or taken.

12. Nothing contained herein shall be construed as a dedication of the easements granted herein to the general public.

13. It is important to the owner of Parcel B that the buildings on Parcel A not be modified in such a way as to adversely affect the owner of Parcel B. Therefore it is understood and agreed that, after initial construction, the improvements on Parcel A shall not be altered to: (a) materially increase the size or volume, (b) materially change the configuration, or (c) increase the square footage, height or setbacks without, in any such case, the consent of the owner of the other parcel and any mortgagee of the entire other parcel or the entire condominium less any condominium units that have been released from such mortgage ("Parcel Mortgage") (but not by any mortgagee of individual condominium units that have been released from the Parcel Mortgage), which consent will not be unreasonably withheld. In addition, the exterior of the improvements on Parcel A shall be maintained so that they are aesthetically consistent with the exterior of the improvements on Parcel B, and no other change in or to the exterior (such as the color or finishes) of the improvements on Parcel A shall be permitted without the prior consent of the owner of Parcel B, and the holder of any Parcel Mortgage on Parcel B (but not by any mortgagee of individual condominium units that have been released from such Parcel Mortgage), which consent will not be unreasonably withheld. Notwithstanding the foregoing, if the exterior of the improvements on Parcel B are aesthetically changed from the structure as initially built, the owner(s) of Parcel A need not change the improvements on Parcel A to conform aesthetically, but any changes to the exterior of the improvements on Parcel A thereafter must be, to the extent possible, aesthetically consistent with the altered or changed exterior of the improvements on Parcel B.

14. Parcel B is restricted so that any use is prohibited therein which includes amplified music: (a) other than music

which is incidental to another use and amplified low volume background music which does not interfere with conversation or (b) unless the sound of the music is contained within the demised premises in which the music is being played.

15. In the event that the emergency generator and firepump for Parcel A and Parcel B are located on Parcel B, the provisions of this paragraph shall be applicable. The owner of Parcel B shall be responsible for the maintenance and operation of the emergency generator and firepump, and the cost shall be shared equally between the owner of Parcel B and the owner of the Parcel A. Notwithstanding the foregoing, the owner of Parcel B shall have no liability whatsoever with respect to the maintenance, repair or proper functioning of the emergency generator or firepump, including, without limitation, arising from its negligence, excepting for a malfunction arising from its gross negligence or willful misconduct.

16. This Agreement shall be a covenant running with the land and shall be binding upon and inure to the benefit of the owners from time to time of every portion of Parcel A and Parcel B, their successors, assigns, employees, agents, customers, tenants, guests, licenses, invitees and mortgagees. Notwithstanding the foregoing, this Agreement may be: (a) terminated, rescinded or abrogated by the owner of Parcel A, the owner of Parcel B and the holder of any Parcel Mortgage on Parcel A and/or Parcel B (but not by any mortgagee of individual condominium units released from either or both of such Parcel Mortgages) with the consent of the Planning and Zoning Director of the City of Miami Beach, which consent will be merely a formality and will be promptly given so long as Parcel A and Parcel B are both owned by one entity or the subdivision requirements of the City of Miami Beach are otherwise complied with, and/or (b) modified or amended in whole or in part by an instrument executed by the then owners of all portions (other than individual condominium units) of Parcel A and Parcel B, joined by their respective mortgagees (but only if such mortgagees hold a Parcel Mortgage, and not a mortgage on individual units released from a Parcel Mortgage) and with the consent of the Planning and Zoning Director of the City of Miami Beach; and the joinder of any tenants, guests, licensees or invitees of any such owner (or anyone else) shall specifically not be required in connection with any of the foregoing. With respect to any consent by the Planning and Zoning Director of the City of Miami Beach required pursuant to this paragraph 16, if the proposed termination, rescission, abrogation, modification or amendment does not affect the zoning or development regulations of the Zoning Code of the City of Miami Beach, the City of Miami Beach shall promptly provide its consent, which consent shall be merely a formality, and, if its consent is not promptly provided,

Declarant will have the right to compel such consent. The supplemental declarations contemplated hereby shall be binding on all portions of Parcel A and Parcel B.

17. Any notices required to be given hereunder shall be given by certified mail, return receipt requested, by hand delivery, by facsimile machine or by Federal Express or similar overnight courier service, postage prepaid, to the address specified in the introductory paragraph of this Agreement. Except as and to the extent expressly provided for below with respect to notices of change of address, notices that are given in the manner aforesaid shall be effective (regardless of whether or not they are actually received) upon mailing or depositing with Federal Express or similar overnight courier service, if mailed or deposited with Federal Express or similar overnight courier service, upon transmission if sent by facsimile machine or upon receipt if hand delivered. Any party hereto may change its address for notice by notifying the other parties hereto in the manner provided for above; provided, however, that notices of change of address shall not be effective unless and until they are actually received, delivery is refused or they are returned because the address to which they were sent is no longer a current address and the party sending such notice was not properly furnished a notification of change of address. Copies of any notices required to be given to another party hereto shall also be given to the holder of any mortgage encumbering the property owned by such party if the holder of any such mortgage has notified (in the manner provided for above for giving notice of change of address) the party giving notice of such holder's address and requested that notices be furnished to such holder. Notice given by the attorney for any party shall be as effective as if given by that party.

18. This Agreement shall be governed by the laws of the State of Florida. If any portion of this Agreement shall be or become illegal or unenforceable for any reason, the remaining portions shall remain in full force and effect and shall be enforceable to the fullest extent permitted by law. Upon sale of any portion of Parcel A or Parcel B, the transferor thereof shall be relieved of personal liability hereunder related to the time period subsequent to such transfer with respect to the portion so transferred.

19. Declarant may assign its rights (either wholly or partially, and either exclusively or non-exclusively) hereunder, but only by an instrument in writing that is recorded in the Public Records of Dade County, Florida. Any such assignee shall be a successor Declarant and shall have all the rights and benefits of Declarant hereunder.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the day and year first above written.

Witnesses:

Sign Name: Jose Viana
Print Name: JOSE VIANA

JEFFERSON PLAZA, LTD., a Florida limited partnership by Jefferson Plaza Management, L.C., a Florida limited liability company, general partner

Sign Name: Jeannette Hender
Print Name: JEANNETTE HENDER

By: Jean Marc Meunier
JEAN MARC MEUNIER President
Senior Vice President

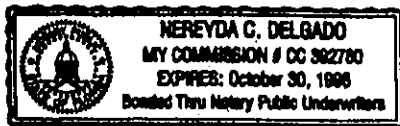
STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 17th day of JANUARY, 1995 by Jean-Marc Meunier, as Senior Vice President of Jefferson Plaza Management, L.C., a Florida limited liability company, on behalf of said limited liability company, as General Partner of Jefferson Plaza, Ltd., a Florida limited partnership, on behalf of said partnership. Such person is personally known to me or has produced a driver's license as identification.

My Commission Expires:

[NOTARIAL SEAL]

Sign Name: Nereyda C. Delgado
Print Name: Nereyda C. Delgado
Notary Public
Serial No. (none if blank): _____



1500 OCEAN DRIVE, A CONDOMINIUM

LEGAL DESCRIPTION: (OF CONDOMINIUM REAL PROPERTY)

A portion of Lots 1, 2, 3 and 4 in Block 56 of "FISHERS FIRST SUBDIVISION of ALTON BEACH", according to the Plat thereof, as recorded in Plat Book 2, Page 77 of the Public Records of Dade County, Florida.

TOGETHER WITH, The adjacent lands lying between the East Line of Block 56 and the Erosion Control Line, all being more particularly described as follows:

COMMENCE at the Northwest Corner of Lot 17 in said Block 56; thence S.07°35'50"W., along the West Line of said Block 56, for 25.36 feet; thence N.88°00'35"E., along the North Line of the South 1/2 of Lots 17 and 4, in said Block 56, for 293.64 feet to the POINT of BEGINNING of the following described Parcel of Land; thence continue N.88°00'35"E., along said North Line and its Easterly projection thereof, for 301.63 feet; thence S.03°27'28"W., along the "EROSION CONTROL LINE", as recorded in Plat Book 105, Page 62 of the Public Records of Dade County, Florida, for 175.83 feet; thence S.88°00'35"W., along the South Line of said Block 56, for 284.94 feet; thence N.01°59'25"W., along the centerline of a proposed building expansion joint, for 175.04 feet to the POINT of BEGINNING. Said lands containing 1.178 acres more or less.

A portion of the above lying in fractional Section 34, Township 53 South Range 42 East.

NOTES:

- 1.) See File No. L-1320, Page 3 of 23, Dated 1-26-95, by this FIRM, for a detailed Sketch of the Legal Description described hereon.
- 2.) Bearings shown hereon are based upon the "FLORIDA STATE PLANE COORDINATE SYSTEM- EAST ZONE", as referenced to D.E.P. Monuments 87-91-DA-24 and 87-91-DA-25, and as shown on the Plat of the "COASTAL CONSTRUCTION CONTROL LINE" map as recorded in Plat Book 74, Page 25 of the Public Records of Dade County, Florida.
- 3.) This Legal Description and Sketch of Legal Description does not constitute a Boundary Survey.
- 4.) Land Location: Section 34, Township 53 South Range 42 East.

THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY SUPERVISION.

BY:


Thomas R. Palbicka, Vice President Registered Land Surveyor No. 5081 State of Florida

LEITER & ASSOCIATES, INC.

DATE:

1-26-95

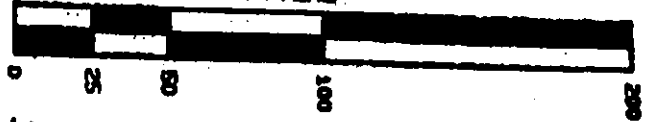
Exhibit A

PAGE 1 of 2

PAGE 1 OF 2

1500 OCEAN DRIVE, A CONDOMINIUM

GRAPHIC SCALE:

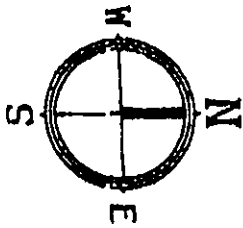


OFF. REC. 16703 PC 1185

REVISIONS:

ALL 1995 - REVISED WITH COMMENTS FROM
DECLARATION, CHANGE NAME, CHANGE UNITS,
3D LATEST ARCHITECTURAL, CHANGE C.E. 131
3D LATEST ARCHITECTURAL, AIR FLOOR - 1,
NAME EDWITT M.
1-95-15 - BRIDGE EXIST. LINE

EXHIBIT "2"



COAST-CONTROL CONTROL LINE
(P. B. 74-25, D. C. R.)

OCEAN DR.

LEGEND:

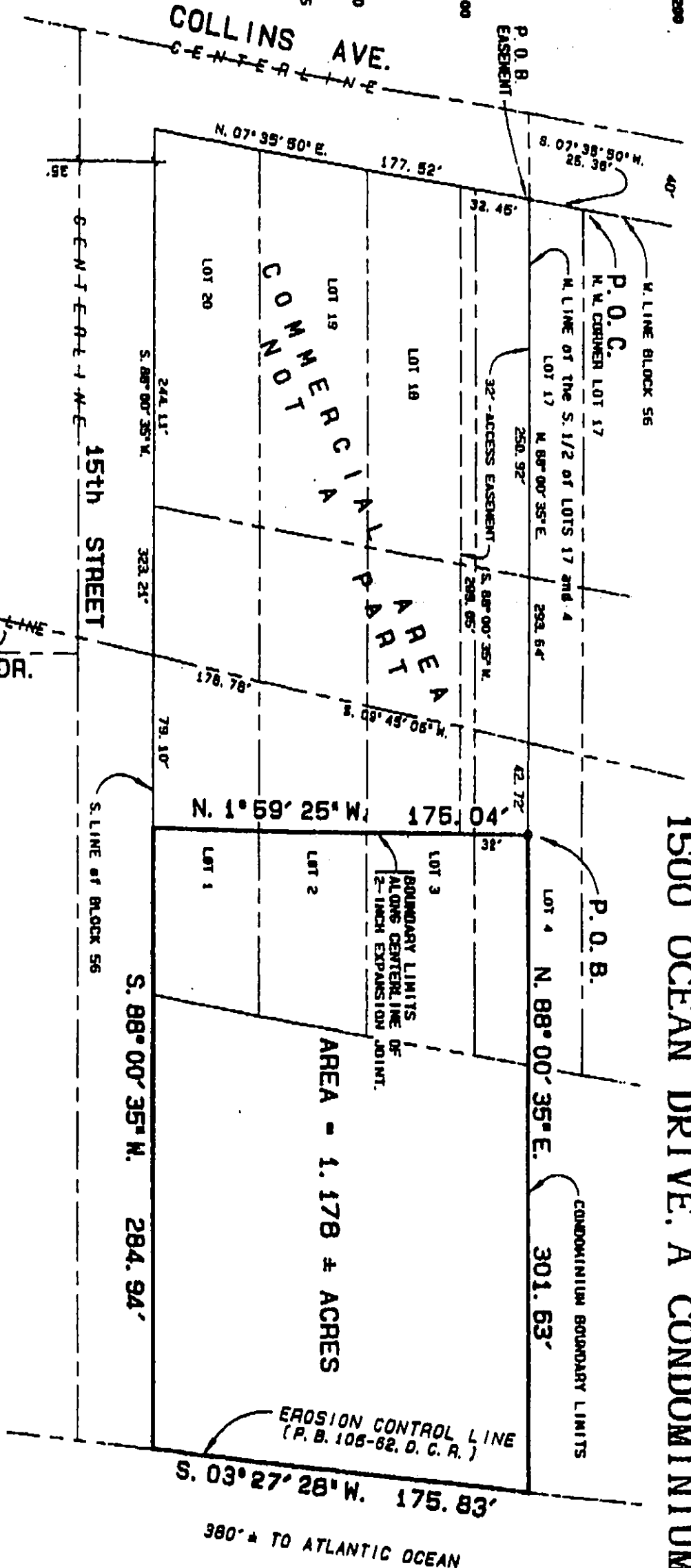
C.E. - COMMON ELEMENT.
D.C.R. - DADE COUNTY RECORDS.
L.C.E. - LIMITED COMMON ELEMENT.
P.O.B. - POINT OF BEGINNING.
P.O.C. - POINT OF COMMENCEMENT.
P.B. - PLAT BOOK & PAGE.

SKETCH OF LEGAL DESCRIPTION:
CONDOMINIUM PROPERTY PAGE 3 OF 23

LEITER & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTANTS
CIVIL ENGINEERS - LAND SURVEYORS
LAND PLANNERS - ENVIRONMENTAL

169 N.E. 176TH ST., SUITE 403, MIAMI, FLORIDA 33169
PHONE: DADE (305) 652-5133 BROWARD (305) 524-2282

DATE: 11-7-94 JOB NO.: 94-252 FILE NO.: L-1320



JEFFERSON PLAZA COMMERCIAL-RETAIL AREA**LEGAL DESCRIPTION: (OF COMMERCIAL-RETAIL AREA PROPERTY)**

A portion of Lots 1, 2, 3, 4, 17, 18, 19 and 20 in Block 56 of "FISHERS FIRST SUBDIVISION of ALTON BEACH", according to the Plat thereof, as recorded in Plat Book 2, Page 77 of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of Lot 17 in said Block 56; thence S.07°35'50"W., along the West Line of said Block 56, for 25.36 feet to the **POINT of BEGINNING** of the following described Parcel of Land; thence N.88°00'35"E., along the North Line of the South 1/2 of Lots 17 and 4, in said Block 56, for 293.64 feet; thence S.01°59'25"W., along the centerline of a proposed building expansion joint, for 175.04 feet; thence S.88°00'35"W., along the South Line of said Block 56, for 323.21 feet; thence N.07°35'50"E., along the West Line of said Block 56, for 177.52 feet to the **POINT of BEGINNING**. Said lands containing 1.239 acres more or less.

A portion of the above lying in fractional Section 34, Township 53 South Range 42 East.

NOTES:

1.) See File No. L-1320 B, Page 2 of 2, Dated 11-14-94, by this FIRM, for a detailed Sketch of the Legal Description described hereon.

2.) Bearings shown hereon are based upon the "FLORIDA STATE PLANE COORDINATE SYSTEM- EAST ZONE", as referenced to D.E.P. Monuments 87-91-DA-24 and 87-91-DA-25, and as shown on the Plat of the "COASTAL CONSTRUCTION CONTROL LINE" map as recorded in Plat Book 74, Page 25 of the Public Records of Dade County, Florida.

3.) This Legal Description and Sketch of Legal Description does not constitute a Boundary Survey

THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY SUPERVISION.

LEITER & ASSOCIATES, INC.

BY:

DATE:

11-14-94

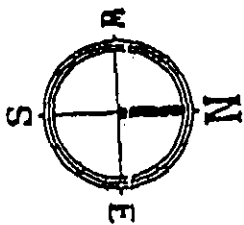
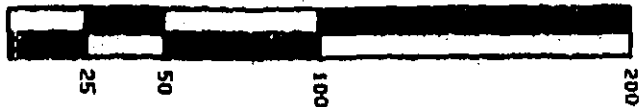
Thomas R. Palbicke, Vice President Registered Land Surveyor No. 5051 State of Florida

Exhibit B

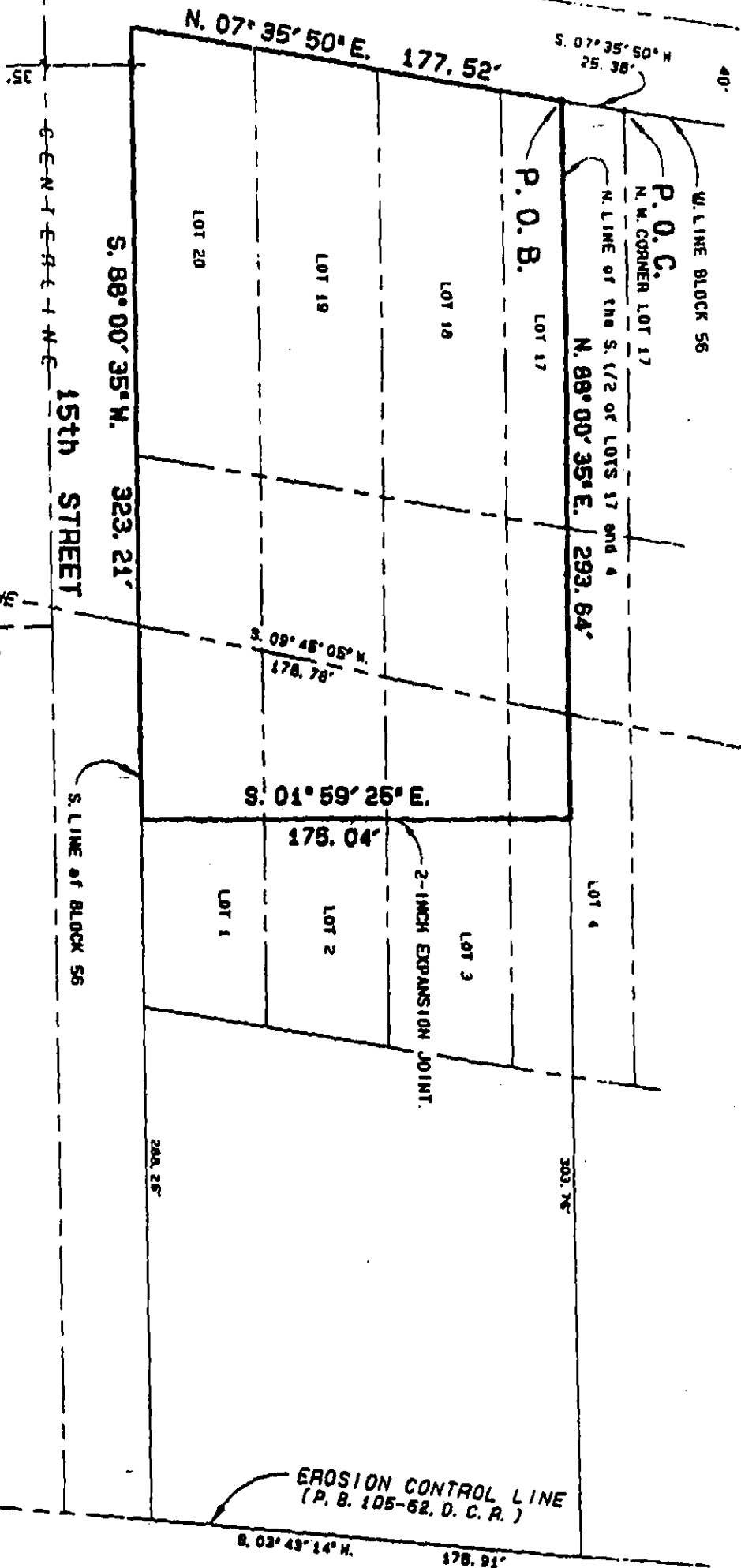
PAGE 1 OF 2

page 1 of 2

GRAPHIC SCALE:



COLLINS AVE.
CENTER LINE



LEGEND:

- C.E. - COMMON ELEMENT.
- D.C.R. - DASH COUNTY RECORDS.
- ELEV. - ELEVATION.
- L.C.E. - LIMITED COMMON ELEMENT.
- P.O.B. - POINT OF BEGINNING.
- P.O.C. - POINT OF COMMENCEMENT.
- P.B. - PLAT BOOK & PAGE.

SCALE: 1" = 60'

SKETCH of LEGAL DESCRIPTION:
COMMERCIAL AREA PAGE 2 OF 2

LEITER & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTANTS
CIVIL ENGINEERS - LAND SURVEYORS
LAND PLANNERS - ENVIRONMENTAL
180 N.W. 17th ST., SUITE 403, MIAMI, FLORIDA 33169
PHONE: (305) 962-5133 BRUNARD (305) 524-2202

DATE: 11-14-94 JOB NO.: 94-252 FILE NO.: L-1320 B

Exhibit B, 42

OFF. 16703 PG. 1188
REC.**JEFFERSON PLAZA UNDERGROUND PARKING AREA****LEGAL DESCRIPTION: (OF UNDERGROUND PARKING GARAGE AREA)**

A portion of Lots 1, 2, 3, 4, 17, 18, 19 and 20 in Block 56 of "FISHERS FIRST SUBDIVISION of ALTON BEACH", according to the Plat thereof, as recorded in Plat Book 2, Page 77 of the Public Records of Dade County, Florida,

TOGETHER WITH.

The adjacent lands lying between the East Line of Block 56 and the Erosion Control Line, all being more particularly described as follows:

COMMENCE at the Northwest Corner of Lot 17 in said Block 56; thence S.07°35'50"W., along the West Line of said Block 56, for 34.53 feet; thence N.88°00'35"E. for 96.76 feet to the **POINT of BEGINNING** of the following described Parcel; thence continue N.88°00'35"E. for 424.24 feet; thence S.01°59'25"E. for 144.00 feet; thence S.88°00'35"W. for 39.25 feet; thence S.01°59'25"E. for 17.00 feet; thence S.88°00'35"W. for 358.30 feet; thence N.01°59'25"W. for 26.07 feet; thence S.88°00'35"W. for 1.61 feet; thence N.01°59'25"W. for 9.71 feet; thence S.88°00'35"W. for 48.94 feet; thence N.01°59'25"W. for 0.83 feet; thence S.88°00'35"W. for 11.27 feet; thence N.01°59'25"W. for 2.96 feet; thence N.88°00'35"E. for 1.00 feet; thence N.01°59'25"W. for 11.79 feet; thence S.88°00'35"W. for 2.39 feet; thence N.01°59'25"W. for 8.67 feet; thence N.88°00'35"E. for 1.39 feet; thence N.01°59'25"W. for 58.96 feet; thence S.88°00'35"W. for 7.47 feet; thence N.01°59'25"W. for 16.00 feet; thence N.88°00'35"E. for 39.39 feet; thence N.01°59'25"W. for 26.00 feet to the **POINT of BEGINNING**. Subject to an upper Limit of +11.00 N.G.V.D. (being - more or less the bottom of the First Floor slab and/or structural beams).

Said lands containing 1.606 acres more or less, a portion of the above lying in fractional Section 34, Township 53 South Range 42 East.

NOTES:

1.) See File No. L-1320 A, Page 2 of 2, Dated 11-14-94, by this FIRM, for a detailed Sketch of the Legal Description described hereon.

2.) Bearings shown hereon are based upon the "FLORIDA STATE PLANE COORDINATE SYSTEM- EAST ZONE", as referenced to D.E.P. Monuments 87-91-DA-24 and 87-91-DA-25, and as shown on the Plat of the "COASTAL CONSTRUCTION CONTROL LINE" map as recorded in Plat Book 74, Page 25 of the Public Records of Dade County, Florida.

3.) This Legal Description and Sketch of Legal Description does not constitute a Boundary Survey.

4.) Elevations refer to the National Geodetic Vertical Datum (N.G.V.D.) of 1929.

THIS LEGAL DESCRIPTION WAS PREPARED UNDER MY SUPERVISION.

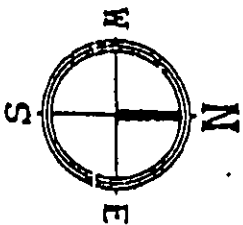
LEITER & ASSOCIATES, INC.

BY

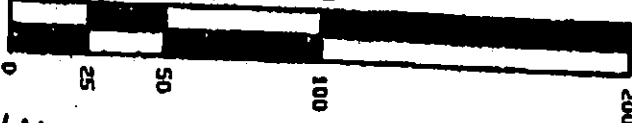
Thomas R. Palbicke, Vice President Registered Land Surveyor No. 5081 State of Florida

DATE: 11-14-94

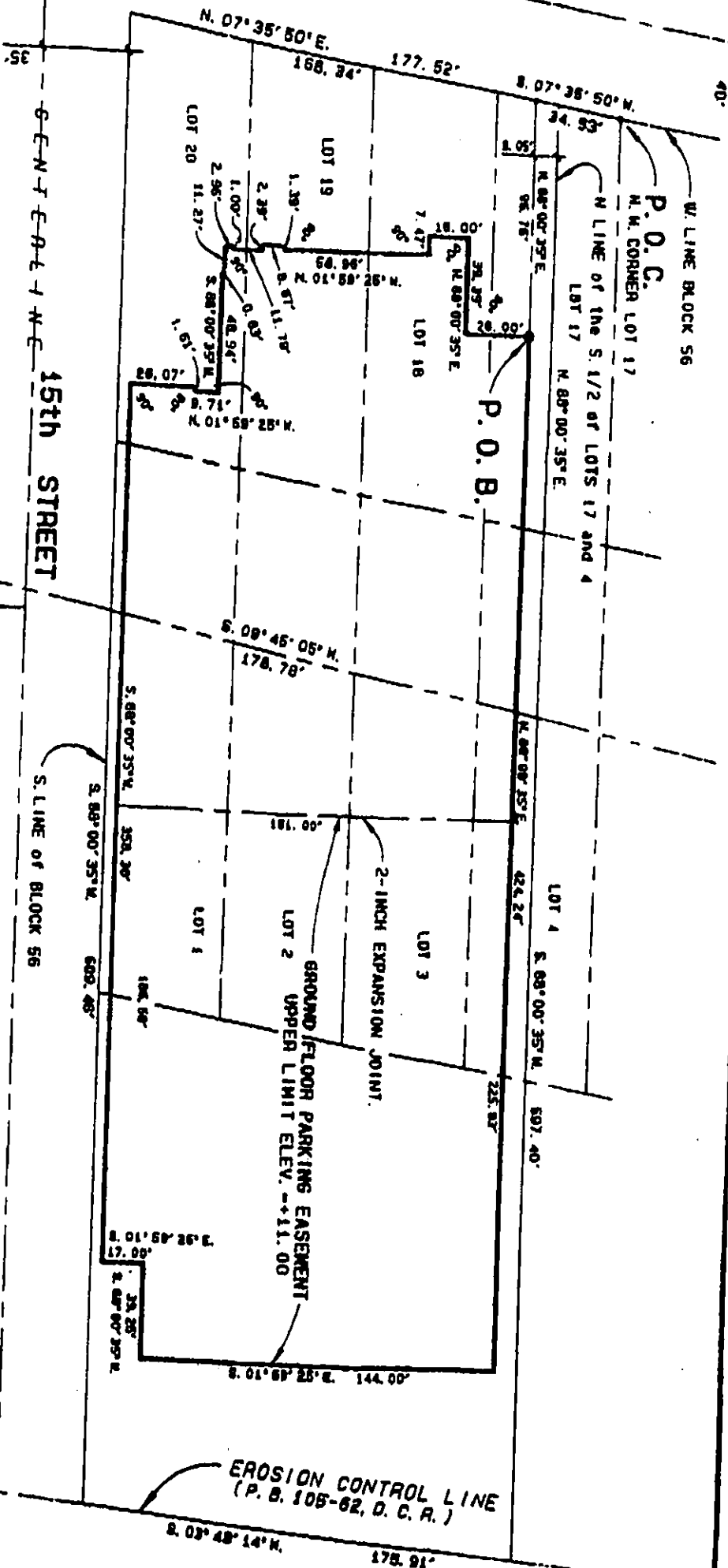
Exhibit C
page 1 of 2



GRAPHIC SCALE:



COLLINS AVE.
CENTER LINE



- LEGEND:**
- C.E. - COMMON ELEMENT.
 - D.C.R. - DADE COUNTY RECORDS.
 - ELEV. - ELEVATION.
 - L.C.E. - LIMITED COMMON ELEMENT.
 - P.O.B. - POINT OF BEGINNING.
 - P.O.C. - POINT OF COMMENCEMENT.
 - P.B. - PLAT BOOK & PAGE.

OCEAN DR.

GAZETTED CONTROL LINE
(P. B. 74-25, D. C. R.)

15th STREET

S. LINE OF BLOCK 56

380' TO ATLANTIC OCEAN

SCALE: 1"=60'

SKETCH OF LEGAL DESCRIPTION:
UNDERGROUND PARKING PAGE 2 OF 2

LEITER & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTANTS
CIVIL ENGINEERS - LAND SURVEYORS
LAND PLANNERS - ENVIRONMENTAL
160 N.W. 17th ST., SUITE 403 MIAMI, FLORIDA 33139
PHONE: DADE (305) 652-5133 BROWARD (305) 524-2202

DATE:

11-14-94

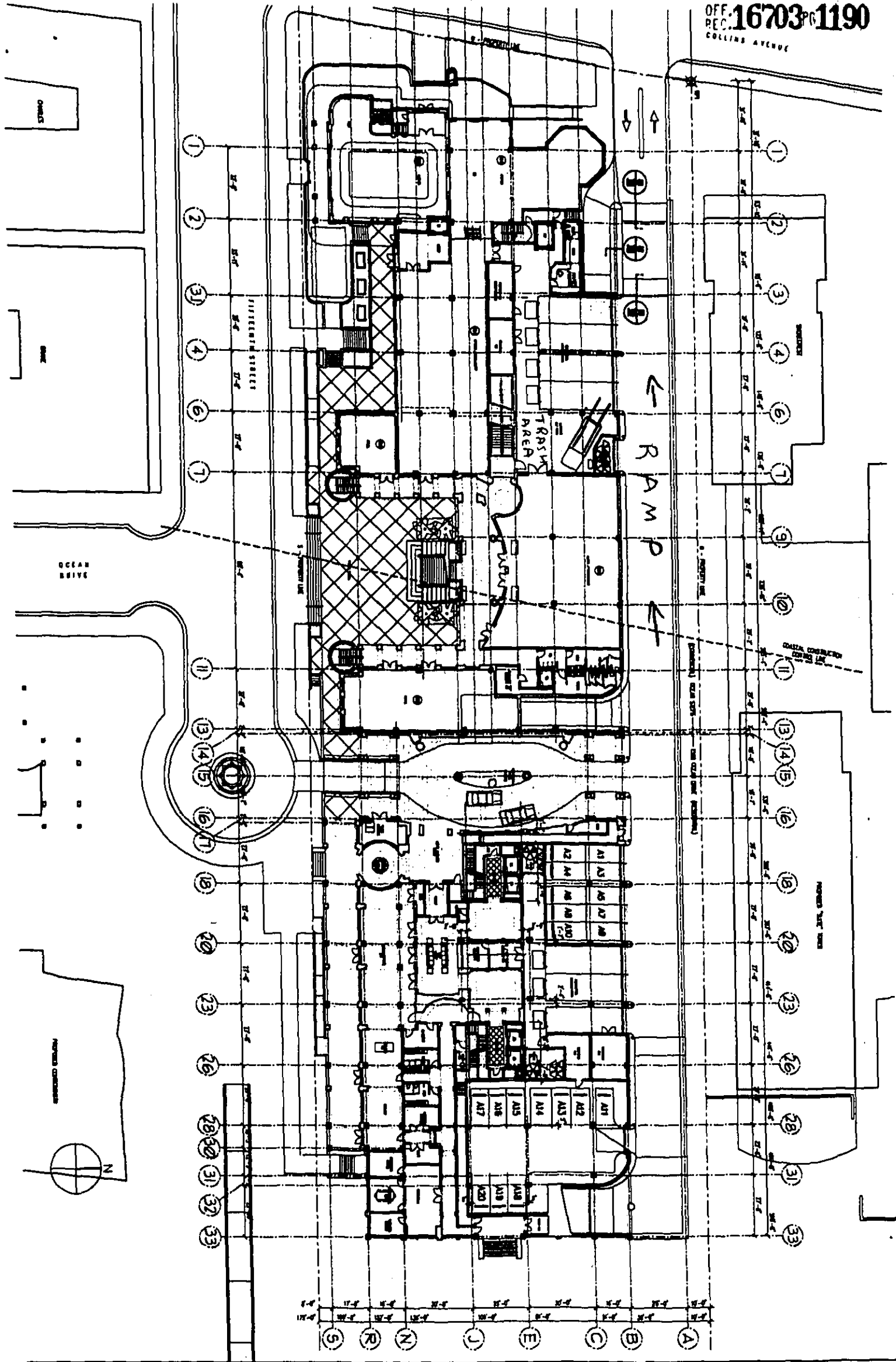
JOB NO.:

94-252

FILE NO.:

L-1320 A

Exhibit C - 42



RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
HARVEY RUVIN,
Clerk of Circuit & County
Courts

Exhibit "D"

RECORD AND RETURN TO:
HOLLAND & KNIGHT
ATTORNEYS AT LAW
701 BRICKELL AVENUE, SUITE 1300
MIAMI, FLORIDA 33131

OFF. REC. 18170PG 156

RECIPROCAL ACCESS, USE, DEVELOPMENT
AND EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS, USE, DEVELOPMENT AND EASEMENT AGREEMENT ("Agreement") is made this 21st day of OCTOBER, 1997, by and between RDP ROYAL PALM HOTEL LIMITED PARTNERSHIP, a Florida limited partnership ("RDP"), JEFFERSON PLAZA, LTD., a Florida limited partnership ("Jefferson"), THE CITY OF MIAMI BEACH, FLORIDA, a municipality of the State of Florida (the "City of Miami Beach"), and the MIAMI BEACH REDEVELOPMENT AGENCY, a public body corporate and politic (the "Agency") (the City of Miami Beach and the Agency are referred to herein collectively, and jointly and severally, as the context requires or permits, as the "City").

98R319188 1998 JUL 01 13:37

WITNESSETH:

WHEREAS, RDP has entered into a letter of intent with the City ("City") to lease from the City certain property ("RDP Property") located in the City of Miami Beach, County of Dade, State of Florida, which is more particularly described on Exhibit "A" attached hereto, and which is being developed into a 422 room full service hotel and related amenities (the "Hotel");

WHEREAS, Jefferson owns certain property ("Jefferson Property") located adjacent to the RDP Property in the City of Miami Beach, County of Dade, State of Florida, which is more particularly described on Exhibit "B" attached hereto, and which is being developed into a 113 unit residential condominium ("Condominium"), together with retail space ("Retail").

WHEREAS, RDP, City and Jefferson desire to enter into this Agreement in order to provide for the joint development of portions of the RDP Property and Jefferson Property, and for the use by condominium owners of certain amenities available to guests of the Hotel, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, RDP, City and Jefferson agree as follows:

1. Design and Location. The design of the Hotel and its placement and location on the RDP Property as indicated on the site plans attached as Exhibit "C" (the "Site Plan") attached hereto, including, but not limited to, the design of the glazed drum as the terminus to the northerly Ocean Drive vista, the number of rooms, amenities, layout and location, is hereby accepted and approved by Jefferson subject to its approval of final plans (the "Plans") which confirm that the terminus (tower) has been moved west sufficiently so that neither the tower nor any building (including the tower) will protrude eastward of a 45 degree line originating from the centerline of the balcony of the "B North" unit on the Jefferson Property, except for the encroachment shown on attached Exhibit "C" which shall not exceed eight (8) feet. Prior to commencing construction, RDP will provide an architect's certificate and, upon completion of construction, RDP will provide a certified survey of this point to confirm the requirement of the 45 degree line has been met (subject to the eight (8) foot permitted encroachment

(26 pages)
118.50

shown on Exhibit "C"). RDP will submit the Plans to Jefferson for its approval, which shall not be unreasonably withheld or delayed, and will not build the Accessway or the Hotel without Jefferson's approval of the Plans. RDP agrees to develop the Hotel in substantial compliance with the Plans, provided however, in no event shall any portion of any building (including the tower), be farther east than the ° line, except for the eight (8) foot permitted tower encroachment, or as shown on Exhibit "C." RDP, the City of Miami Beach and the Agency agree to Jefferson's 45 degree sight line and further agree that no portion of any building whatsoever shall ever be built or shall ever protrude eastward of the 45 degree line (except for the permitted tower encroachment as shown on Exhibit "C"). After the Plans are approved by Jefferson, no other approvals or consents from Jefferson shall be required or necessary for RDP to build the Hotel in substantial compliance with the Plans, provided, with respect to the Accessway construction, the requirements of this Agreement must be met, including without limitation, the Letter of Credit. Notwithstanding anything herein to the contrary, the provisions of this Paragraph are presently vested rights in favor of Jefferson upon execution of this Agreement and shall not be terminated for any reason whatsoever, shall be binding upon the successors and assigns of the parties hereto in perpetuity, regardless of whether the Accessway is ever built.

2. Hotel Services.

A. RDP intends to provide the following amenities and services at the Hotel: pools, cabana and beach service, health club, room service and laundry service (collectively "Amenities and Services"). RDP agrees to make the Amenities and Services available to "Owners," as defined below, of residential condominium units in the Condominium, at the same cost that guests ("Guests") of the Hotel pay or are charged for such Amenities and Services, and at no cost if included in the base room rate, provided, however, that an Owner shall be required to pay cash or use a credit card accepted by the Hotel as and when any such Amenities and Services are used by the Owner and shall not be entitled to "room charging" privileges. RDP will issue appropriate identification cards for each residential unit in the Condominium. The Owners shall present the identification cards any time they desire to use the Amenities and Services and they must otherwise comply with all security and use requirements established by RDP and/or the Hotel operator for all users of the Amenities and Services. RDP may require that each of the Owners sign a reasonable release in connection with their use of the Amenities and Services. Notwithstanding the foregoing, the operator of the Hotel may temporarily suspend the availability to the Owners of all or any portion of the Amenities and Services, except for room service and laundry, for up to three (3) consecutive days at any one time (but not more than thirty-six (36) days in the aggregate during any calendar year), provided that: (i) the projected occupancy of the Hotel on any such day is at least 90%; and (ii) notice of the suspension of such services is provided to the Owners listed on the most recent roster furnished to RDP pursuant to subparagraph D hereof, at least 24 hours in advance of such time.

B. Neither Jefferson nor any Owner shall have any right to participate in RDP's decision (or the decision of any hotel manager) to offer (or continue to offer) any Amenities and Services, to charge fees for the Amenities and Services or the

amount of any such fees. Furthermore, nothing contained herein shall create any obligation on RDP to construct, operate and maintain any or all of the Amenities and Services, which shall be in RDP's sole discretion. Notwithstanding anything to the contrary herein, (1) any of the Amenities and services which are offered to the general public will be offered in at least an equal manner to Owners, and no fees or charges will be imposed on Owners in excess of those imposed on Hotel guests; and (2) no Owner shall be entitled to maid service or to free or discounted meals (which are not included in the "room service" portion of the Amenities and Services), parking, transportation or any other services and amenities commonly made available to guests at the Hotel (inasmuch as they may be included in, or taken into consideration when determining, the room rate and not separately charged), other than the Amenities and Services, unless they are also made available on the same basis to other members of the general public (in which event they shall also be provided on a no less favorable basis to the Owners.).

C. At all times while using the Amenities and Services, each Owner shall abide by all the rules and regulations governing the use of the Amenities and Services as they may be determined from time to time by Hotel. Failure on the part of any Owner to pay all fees, assessments and charges, or to follow the rules and regulations, shall result in the immediate suspension of the privileges outlined herein of such Owner until the Owner's payment or compliance. A second violation of the rules and regulations shall forever terminate the current Owner's privileges outlined herein provided, however, that such privileges will be reinstated for subsequent Owners.

D. For purposes of this paragraph 2, "Owner" shall mean (1) the individual owner(s) of a residential unit in the Condominium; (2) the Owner's tenants and temporary guests; (3) stockholders, partners or fiduciaries of a corporation, partnership or trust, as the case may be, that owns a residential unit in the Condominium; and (4) any such person's spouse, children, parents and grandchildren. In no event, however, shall the term "Owner" be deemed to exceed two (2) persons per bedroom per unit (excluding dens, living rooms, dining rooms, family rooms and the like). Jefferson shall provide a roster of its Owners to RDP, which shall be updated as required to reflect any and all changes of Owners, at a minimum on an annual basis, commencing on the date the Hotel begins accepting guests and on July 1 of each year thereafter.

3. Joint Accessway.

A. RDP agrees to pay for the cost to construct an accessway ("Accessway") substantially in accordance with the plans attached hereto as Exhibit "D". RDP will commence construction of the Accessway by no later than November 1, 1999, will diligently continue with construction thereof without interruption, and will complete construction of the Accessway within nine (9) months from the date of commencement. If RDP has not commenced construction or completed construction within the timeframes set forth herein, Jefferson's sole remedy shall be to draw upon the letter of credit provided under subparagraph 10G and, RDP, City and any successors-in-interest thereto, shall at all times continue to have the right in perpetuity to commence and

complete construction of the Accessway in the manner provided for and subject to the conditions, approvals and requirements (including, without limitation, the Letter of Credit) provided in this Agreement, which right shall continue to exist notwithstanding any defaults hereunder or otherwise. The rights of RDP, City and any successors-in-interest thereto to construct the Accessway in the manner provided for and subject to the conditions, approvals and requirements (including, without limitation, the Letter of Credit) provided in this Agreement is a presently vested right in favor of RDP and the City upon execution of this Agreement which shall not be terminated for any reason whatsoever and shall be binding upon the successors and assigns of the parties hereto in perpetuity. The Accessway will be approximately fourteen (14') feet wide and will join a proposed ramp ("Ramp") being built by Jefferson on the northern side of the Jefferson Property with the southern side of the Hotel. RDP also agrees to design and construct the Accessway in coordination with Jefferson. In this regard, RDP and Jefferson will cause their design consultants to coordinate with each other their respective designs. The Plans for the Accessway shall be approved by Jefferson, which approval shall not be unreasonably withheld or delayed. All costs incurred for maintenance, repair, replacement and reconstruction of the Accessway, including any personal property related thereto, shall be paid by RDP unless proceeds of insurance are collected related thereto as provided below. Costs incurred for maintenance, repair, replacement and reconstruction of the Ramp, including any personal property related thereto, shall be paid by Jefferson, unless proceeds of insurance are collected related thereto as provided below. RDP shall be responsible for all permits and approvals and anything whatsoever related to or required in connection with the Accessway and modifications to the Ramp related thereto, including without limitation, all governmental approvals and all costs and expenses related thereto, and reimbursement of Jefferson's out-of-pocket costs, including legal, architectural and other fees. Jefferson has the right of approval, which shall not be unreasonably withheld, of the Accessway's location, design and construction and Plans and any applications for permits relating to the Accessway, and any other matters on Jefferson's Property. Provided Jefferson consents and approves the applications for the permits, Jefferson agrees, at no cost or liability to Jefferson, to reasonably cooperate, and if necessary join in, with the filing of the applications. RDP will indemnify, defend and hold harmless Jefferson with respect to claims, causes, liabilities, costs and expenses, including attorneys fees, related to the Accessway, and any applications Jefferson joins in in connection therewith or as required hereunder. Each party will indemnify, defend and hold harmless the other party with respect to claims, causes, liabilities, costs and expenses, including attorneys' and other professional fees, relating to the use of the Ramp by any truck or in connection with any deliveries to or from, or trash removal from, the indemnitor's property.

B. Each party grants to the other, and its guests, invitees, licensees, employees, contractors, subcontractors and vendors (collectively "Permittees") a perpetual, non-exclusive easement for vehicular traffic over and across the Accessway. Jefferson also grants to RDP, City and their Permittees a perpetual non-exclusive easement for vehicular traffic over and across that portion of the Ramp which is necessary for, and which leads to the entrance to, the Accessway. Furthermore, each party grants to the other and their Permittees such perpetual non-exclusive easements of ingress and egress over and across the private roads, streets, accessways, loading

areas and driveways on the RDP Property and the Jefferson Property, as the case may be, as may be necessary or required to reach and utilize the Ramp and the Accessway from the public roads serving the Hotel, and Condominium and Retail portions of the Jefferson Property, unless otherwise specifically stated elsewhere herein. Jefferson hereby grants RDP and City a perpetual non-exclusive easement to permit the existence, location and use of the Accessway as and to the extent contemplated herein and subject to compliance with all requirements and approvals provided herein. The easements arising under this subparagraph shall not become operative until a final Certificate of Occupancy (or other evidence of completion) has been issued for the Accessway.

C. Jefferson will grant limited reasonable access to its property for the construction of the Accessway only. RDP must submit a written request for Jefferson's reasonable approval at least seven (7) business days in advance of the proposed commencement date, including but not limited to, a schedule of operations to take place and the time each activity will start and finish. Jefferson will be allowed seven days to review and respond. If Jefferson fails to respond within seven (7) business days of receipt of written request, it will be deemed to have approved such request. In no event shall the construction of the Accessway be allowed to impede, stop or interfere with the construction or permanent operations of the Jefferson Property and most specifically the Ramp.

D. Maintenance of the Accessway and the Ramp shall be performed by Jefferson and RDP so as not to impede operations of each respective facility. In the event of the failure of either party to maintain or repair the Ramp or the Accessway as required herein, impedes the operation of the other party's property, and if the party obligated to perform such maintenance or repair fails to commence such maintenance or repair within 7 days of receipt of written notice from the other party, or fails to continue such maintenance and repair with due diligence until completion, the other party may perform such maintenance or repair at the cost of the non-performing party, with the cost thereof to be reimbursed within 30 days of receipt of a bill with a copy of supporting invoices. In the event the failure to maintain or repair constitutes an emergency, the 7-day period set forth above will be shortened to 3 business days.

E. RDP will not place or permit any items whatsoever, including without limitation, equipment, trash, refuse or unsightly items, on the Accessway or the Ramp.

4. Consents. Jefferson and RDP have each obtained the consents to this Agreement from their respective mortgage lenders, which have agreed to join herein. RDP and Jefferson represent to each other that there are no other parties required to consent to or join into this Agreement for it become fully effective.

5. Insurance.

A. Each party will, at its sole cost and expense, maintain comprehensive general public liability insurance against claims for personal injury or

death and property damage occasioned by accident occurring upon, in or about the Accessway and the Ramp such insurance in each case to afford protection to the limit of not less than \$5,000,000 in respect of injury or death to any number of persons arising out of any one (1) accident. RDP will also at all times keep the Accessway insured, at its sole expense, against loss or damage by fire, windstorm, flood, explosion, damage from vehicles, vandalism and malicious mischief, and such other risks as are from time to time included in "extended coverage" endorsements available in Dade County, Florida, and in an amount not less than ninety percent (90%) of its actual full replacement cost. Jefferson will at all times keep the Ramp insured, at its sole expense, against loss of damage by fire, windstorm, flood, explosion, damage from vehicles, vandalism and malicious mischief, and such other risks as are from time to time included in "extended coverage" endorsements available in Dade County, Florida, and in an amount not less than 90% of the actual full replacement cost of the Ramp.

B. Except as provided in subparagraph C, below, each party will indemnify and save the other party harmless from and against any and all claims, actions, damages, liabilities and expense in with loss of life, personal injury or damage to property, or any of them, occasioned wholly or in part by any act or omission of such indemnitor and its employees and affiliates, unless the other party is found to be legally responsible for the injury, loss or damage.

C. No party shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage even though such loss or damage might have been occasioned by the negligence of such party or its Permittees. However, if by reason of the foregoing waiver, either party is unable to obtain any such insurance without the payment of an additional premium therefor, such waiver shall be deemed not to have been made by such party.

6. Binding Effect. The restrictions, obligations and easements contained within this Agreement shall be deemed covenants running with the land and shall be binding upon, and shall inure to the benefit of all parties to this Agreement and their respective successors in title. In the case of Jefferson, after recordation of a Declaration of Condominium affecting the Condominium, its successor in title with respect to the Condominium shall be deemed to be the Condominium Association. This Agreement may be modified, amended, changed or altered only by a written instrument signed and approved by the parties hereto, their successors in title. Notwithstanding the foregoing, all rights granted herein to RDP shall immediately inure to the City, provided however, that the City shall not exercise any such rights during any period when RDP is doing so and shall withdraw any prior exercise thereof upon the exercise of such rights by RDP.

7. Recording. This Agreement shall be recorded in the Public Records of Dade County, Florida.

8. Default. In the event of a default under this Agreement, and if such default continues for 30 days after written notice from the non-defaulting party (or in the event

of an emergency, then such lesser period of time as may be reasonable under the circumstances) or if the default is of such a nature that it cannot be cured within 30 days and the defaulting party fails to in good faith commence and diligently pursue, without interruption until completion, the curing of the default within 30 days, then the non-defaulting party may exercise any legal and/or equitable remedies (other than termination of this Agreement), including specific performance, afforded under Florida law. Notwithstanding the foregoing, in the event of a default by RDP under this Agreement, Jefferson shall not exercise any of its remedies hereunder unless such default remains uncured for 60 days after the City has been provided with written notice from Jefferson setting forth the nature of such default, or if the default is of such a nature that it cannot be cured within 60 days, unless the City fails to in good faith commence within sixty (60) days to diligently pursue, without interruption until completion, the curing of the default. The non-defaulting party shall send a copy of any notices under this Paragraph to any mortgagee of the defaulting party for which said party has provided it the mortgagee(s) its name and address, in the manner provided in paragraph 9. Any such mortgagee shall have the same notice period and opportunity to cure defaults as is provided to the City. Notwithstanding the foregoing, in the event of an emergency, any party to this Agreement may take such corrective actions as may be reasonably necessary, without regard to the above notice and cure provisions, provided that such party shall notify the other parties thereof as soon thereafter as reasonably possible.

9. Notices. Any notices required or permitted to be given under this Agreement shall be delivered by hand, mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, or delivered by a nationally recognized overnight delivery service, and addressed as described below (or such other address as may be provided by either party by written notice as provided herein); notices shall be deemed effective only upon receipt or refusal of delivery.

Notices to RDP

RDP Royal Palm Hotel Limited
701 Brickell Avenue, Suite 2040
Miami, FL 33131
Attention: S.P. "Chip" Newell
Telephone: (305) 530-3140
Facsimile: (305) 530-3145

Copy to

Berman Wolfe & Rennert, P.A.
100 S.E. 2nd Street, Suite 3500
Miami, FL 33131
Attention: Leon J. Wolfe, Esq.
Telephone: (305) 577-4177
Facsimile: (305) 373-6036

*NO longer
+ longer
+ longer*

Notices to Jefferson

Jefferson Plaza Ltd.
2665 S. Bayshore Drive
Suite 302
Coconut Grove, FL 33133
Attn: Jean-Marc Meunier
Ph: (305)858-7749
Fax: (305)859-7579

Copy to

Rubin Baum Levin
2500 1st Union Financial Center
Miami, FL 33131
Attn: John C. Sumberg
Ph: (305)350-2364
Fax: (305)374-7593

Notices to the City:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, FL 33139
Attn: City Manager
Fax: (305)673-7782

Notices to the Agency:

1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Executive Director
Fax: (305)673-7782

Copy to:

Bloom & Minsker
800 Brickell Avenue, Suite 1100
Miami, Florida 33131
Attn: Joel N. Minsker, P.A.
Ph: (305)371-6800
Fax: (305)371-5760

10. Miscellaneous Provisions.

A. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determined, and the remainder of this Agreement shall be construed to be in full force and effect.

B. Each party has participated fully in the negotiation and preparation of this Agreement with full benefit of counsel. Accordingly, this Agreement shall be not more strictly construed against either party.

C. The captions in this Agreement are for the convenience of reference only and shall not be deemed to alter any provision of this Agreement.

D. Any time period provided for in this Agreement which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

E. This Agreement constitutes the entire Agreement and the full and complete understanding of the parties hereto. All prior agreements and understandings, whether written or oral, are superseded, terminated and of no further force and effect. No modification of this Agreement shall be effective unless and until executed by the parties hereto and joined in by the holder(s) of any mortgages of the Jefferson Property and the RDP Property, which consents shall not be unreasonably withheld.

F. In the event of any litigation hereunder, the prevailing party shall be entitled to recover all costs, expenses and fees, including attorneys fees through all appeals.

G. Notwithstanding anything herein to the contrary, and regardless of whether the Accessway is ever built, RDP will be responsible for all "Reconstruction Costs", as hereafter defined. "Reconstruction Costs" shall consist of all reasonable construction costs, including without limitation soft costs, and fees of consultants such as architects, attorneys and others related to (1) modification to the Ramp to accommodate the Accessway prior to the commencement of construction or (2) reconstructing the Ramp back to its originally designed state and (3) any work related to the Accessway in connection therewith (throughout this Agreement, this work regarding the Accessway shall be deemed to be included in any reference to the design or construction work relating to reconstruction of the Ramp)(all of the foregoing are collectively referred to as "Reconstructive Work"). RDP shall deliver to Jefferson a sight draft irrevocable letter of credit (the "Letter of Credit"), issued by an institution reasonably acceptable to Jefferson by October 24, 1997. The Letter of Credit shall be in the amount of \$100,000, which shall be subject to adjustment as hereafter provided, shall name Jefferson as the beneficiary and shall provide for draws to be made in Dade County, Florida, which shall be used in the event that Reconstructive Work is necessary. The Letter of Credit shall remain outstanding and shall be renewed until 30 days after the Accessway is completed and a final certificate of completion (or other appropriate evidence of completion reasonably acceptable to Jefferson) therefor is obtained. Jefferson shall have the right to draw on the Letter of Credit: (1) if the Accessway is not commenced by November 1, 1999, or if a final certificate of completion (or other appropriate evidence of final completion reasonably acceptable to Jefferson) is not issued within nine (9) months after commencement of construction; or (2) if at any time the Letter of Credit has less than 30 days remaining prior to its expiration; or (3) if any governmental rule, regulation order or request or agency requires Jefferson to perform Reconstructive Work (including if failure to do so would violate any governmental rule, regulation, request, order or citation) or (4) if RDP fails to pay any invoice for Reconstructive Work within fifteen (15) days after it is submitted by Jefferson. In the event Jefferson draws upon the Letter of Credit, any sums in excess of the Reconstruction Costs shall be promptly returned to RDP, or its successor, as applicable, and RDP and its successors shall be liable for any such expenses which exceed the amount of the Letter of Credit. In the event RDP or its successor desires to

commence construction of the Accessway, after the Letter of Credit has been drawn down, such party shall furnish a new letter of credit to Jefferson, which shall be the same in form and substance as the Letter of Credit, and which may be drawn upon if any of the conditions in subparagraphs (1), (2), (3) or (4) above occur. The Accessway shall be built at the location shown and in accordance with the Plans, and any revision, including without limitation, with respect to location, angle, direction, or construction from that shown in the Plans shall be subject to the prior written consent of Jefferson, which shall not be unreasonably withheld or delayed. Upon completion of the Accessway, the Letter of Credit, or any replacement thereof (if not drawn), shall be returned to party providing such instrument, and in all events such parties shall be responsible for any excess costs of the Reconstructive Work. The failure of RDP, or any successor thereof, to deliver the Letter of Credit (or any subsequent letter of credit) within the time required hereunder shall constitute a default under paragraph 8 hereof, provided however, notwithstanding anything to the contrary in this Agreement, including without limitation, in Section 8, that the time period for curing such default shall be limited to fifteen (15) days, which time period shall run concurrently for all parties entitled to cure such default including the City and Mortgagee. In no event shall the failure to furnish any letter of credit required hereunder allow Jefferson to terminate the right to construct the Accessway, and Jefferson's sole remedy shall be to construct the Ramp or restore it to its originally designed state. Notwithstanding anything to the contrary herein, Jefferson shall not be obligated to join in any applications for permits, and no construction shall be commenced with respect to the Accessway, prior to delivery to Jefferson of the Letter of Credit (or any subsequent letter of credit) (even if during RDP's, the City's or a lender's cure period). RDP shall furnish Jefferson RDP's application for a set-back variance along the south boundary and Jefferson shall have the right to consent, which consent shall not be unreasonably withheld or delayed, and upon its consent shall join in RDP's application for a set-back variance along its southern boundary regardless of whether the Letter of Credit has been delivered to Jefferson if Jefferson has been furnished the set-back application and RDP has requested Jefferson's to consent thereto prior to the time the Letter of Credit (or any subsequent letter of credit) is due hereunder. RDP shall increase the amount of the Letter of Credit, or provide an additional letter of credit, in form identical to the Letter of Credit, within fifteen (15) days after receipt from RDP of a revised estimate of the cost of the Reconstructive Work. Jefferson's revised estimate of the cost of the Reconstructive Work shall be the total of the following (1) the actual invoices submitted to Jefferson for the initial redesign of the Ramp to accommodate the Accessway pursuant to this Agreement; (2) the reasonable estimates from Jefferson's contractor of the cost of the modifications to the Ramp to accommodate the Accessway pursuant to this Agreement; (3) the reasonable estimates of Jefferson of the cost of any future redesign of the Ramp to its originally designed state; (4) the reasonable estimates of Jefferson of the Reconstruction Costs required to construct the Ramp to its originally designed state and work relating to the Accessway in connection therewith.

H. The Accessway shall be designed and constructed by RDP so as to collect, route and process all storm water runoff from the Accessway including but not limited to the water run off that will come from the Ramp over the point where the concrete slabs of the Ramp and Accessway are joined or abut together. The storm

water runoff on the Accessway shall not discharge into the Ramp. RDP and Jefferson agree to coordinate and cooperate to obtain the necessary calculations from Coastal Systems International to confirm that the additional water runoff from the Ramp can be accommodated by the Accessway and the costs for any new engineering by Coastal Systems International will be borne by RDP.

I. Jefferson's structural engineer has designed the Ramp to accommodate a 250 pounds per square foot live load. RDP must design and construct the Accessway as mutually agreed to by RDP's and Jefferson's consultants, without use of the support "haunches" in the Ramp. RDP will be responsible for any costs relating to redesign, construction, reconstruction or modification of the Ramp if the 250 P.S.F. live load is not sufficient for the Accessway. Jefferson is not obligated to change the live load requirements of the Ramp to accommodate the Accessway.

J. RDP and Jefferson agree to coordinate striping and vehicular signage on the Ramp and Accessway and each party shall install and maintain (and bear the cost of) such striping and signage on such party's respective property as required by law.

K. RDP and Jefferson agree to coordinate with each other, and if necessary, adopt such rules and regulations regarding the use of the Ramp and Accessway as shall be necessary to ensure the continued and unimpeded use of the Ramp and Accessway for their respective intended purposes, including, but not limited to the following: (1) hotel employees shall not walk on the Ramp for access to the employee entrance; and (2) delivery vehicles to the Hotel shall not block or park or stand on the Ramp or residential garage entrance of the Condominium and delivery vehicles to the Condominium shall not block or park or stand on the Accessway or the Hotel's loading or trash dock entrance. With respect to (2), above, RDP shall have an initial forty-five day move-in period after the Hotel has received a certificate of occupancy within which oversized delivery vehicles may drive over but not park on the Ramp, provided same do not unreasonably or significantly interfere with the use of the Ramp for its intended purpose by Jefferson, condominium owners, retail tenants or the guests, invitees, licensees, employees, contractors or subcontractors and vendors of any of the foregoing for its intended purpose. RDP will have deliveries only at the times permitted pursuant to the delivery schedule attached (as Exhibit "E"). RDP agrees to reasonably cooperate with Jefferson in amending the schedule in the future when the most efficient schedule of delivery times is determined by the manager's of the Condominium and Retail portions of the Jefferson Property.

L. Notwithstanding any of the terms of this Agreement to the contrary, in the event the ability of any party hereto to perform any of its obligations hereunder is prevented or delayed by reason of strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, unusual weather (including wet grounds or inclement weather which prevents construction), acts of the public enemy, wars, insurrections and any other cause not reasonably within the control of such party, and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome such delay (any of which is deemed a "Force Majeure Event"), then the deadline by which such party must perform such obligation shall be extended

for a number of days equal to the number of days of delay in performance caused by the Force Majeure Event.

M. Each party agrees to provide the other party an estoppel letter certifying whether or not any money is owed hereunder pursuant to Paragraph 3.D. and whether or not, to the best of the certifying party's knowledge, the other party is in breach of any of its obligations hereunder.

N. Each party agrees to execute any documents reasonably necessary to carry out the purposes of this Agreement provided same shall be at no cost or liability to said party.

IN WITNESS WHEREOF, RDP and Jefferson have executed this Agreement as of the date indicated above.

WITNESS:

Lawrence A. Levy
Print Name: LAWRENCE A. LEVY

Alexander I. Tachmes
Print Name: ALEXANDER I. TACHMES

RDP ROYAL PALM HOTEL LIMITED
PARTNERSHIP, a Florida limited partnership

By: PADC Hospitality Corporation I, a Florida corporation

By: [Signature]
Its: Print Name

JEFFERSON PLAZA, LTD., a Florida limited partnership,

By: Jefferson Plaza Management L.C.,
a Florida limited liability company

John C. Sumbly
Print Name: John C. Sumbly

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION
Patricia Grayshaw

By: [Signature]
Its: Manager

10/21/97
Date
Miami Beach Redevelopment Agency
General Counsel

Lawrence A. Levy
Print Name: LAWRENCE A. LEVY

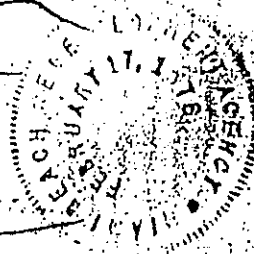
Alexander I. Tachmes
Print Name: ALEXANDER I. TACHMES

MIAMI BEACH REDEVELOPMENT AGENCY

By: [Signature]
Seymour Gelber, Chairman

ATTEST

By: Robert Parcher
Robert Parcher, Secretary



for a number of days equal to the number of days of delay in performance caused by the Force Majeure Event.

M. Each party agrees to provide the other party an estoppel letter certifying whether or not any money is owed hereunder pursuant to Paragraph 3.D. and whether or not, to the best of the certifying party's knowledge, the other party is in breach of any of its obligations hereunder.

N. Each party agrees to execute any documents reasonably necessary to carry out the purposes of this Agreement provided same shall be at no cost or liability to said party.

IN WITNESS WHEREOF, RDP and Jefferson have executed this Agreement as of the date indicated above.

WITNESS:

RDP ROYAL PALM HOTEL LIMITED
PARTNERSHIP, a Florida limited partnership

Print Name: _____

By: PADC Hospitality Corporation I, a Florida corporation

Print Name: _____

By: _____
Its: _____
Print Name

JEFFERSON PLAZA, LTD., a Florida limited partnership,

Print Name: John C. Santog

By: Jefferson Plaza Management L.C.,
a Florida limited liability company

Print Name: Peter B. Shaw

By: [Signature]
Its: Manager

MIAMI BEACH REDEVELOPMENT AGENCY

Print Name: _____

By: _____
Seymour Gelber, Chairman

ATTEST:

Print Name: _____

By: _____
Robert Parcher, Secretary

CITY OF MIAMI BEACH

Lawrence A. Levy
Print Name: LAWRENCE A. LEVY

By: Seymour Gelber, Mayor

Alexander I. Tachell
Print Name: ALEXANDER I. TACHELL

ATTEST:
By: Robert Pancher
Robert Pancher, Secretary
**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

STATE OF FLORIDA)
COUNTY OF DADE) SS:

W. H. Hall 10/21/97
City Attorney Date

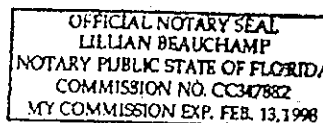
The foregoing instrument was acknowledged before me this 21st day of October, 1997, by R. Donahue Peebles, as President of PADC HOSPITALITY CORPORATION I, a Florida corporation, as general partner of RDP ROYAL PALM HOTEL LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of said limited partnership. He/She is personally known to me or has produced a State of Florida driver's license as identification.

Sign Name: Lillian Beauchamp
Print Name: Lillian Beauchamp
NOTARY PUBLIC

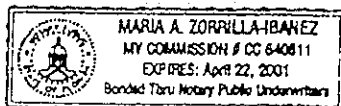
My Commission Expires:
Serial Number, if any:

[NOTARIAL SEAL]

STATE OF FLORIDA)
COUNTY OF DADE) SS:



The foregoing instrument was acknowledged before me this 20th day of October, 1997, by JEAN-MARC MEUDIER as Manager of JEFFERSON PLAZA MANAGEMENT L.C., a Florida limited liability company, as general partner of JEFFERSON PLAZA, LTD., a Florida limited partnership, on behalf of said limited partnership. He/She is personally known to me or has produced a State of Florida driver's license as identification.



Sign Name: Maria A. Zorrilla-Ibanez
Print Name: Maria A. Zorrilla-Ibanez
NOTARY PUBLIC

OFF. REC. 1817061170

CITY OF MIAMI BEACH

Print Name: _____

By: _____
Seymour Gelber, Mayor

ATTEST:

Print Name: _____

By: _____
Robert Parcher, Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 1997, by _____, as _____ of PADC HOSPITALITY CORPORATION I, a Florida corporation, as general partner of RDP ROYAL PALM HOTEL LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of said limited partnership. He/She is personally known to me or has produced a State of _____ driver's license as identification.

Sign Name: _____
Print Name: _____

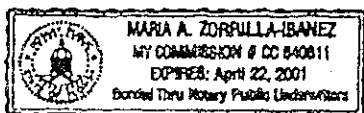
NOTARY PUBLIC

My Commission Expires:
Serial Number, if any:

[NOTARIAL SEAL]

STATE OF FLORIDA)
COUNTY OF DADE) SS:

The foregoing instrument was acknowledged before me this 20th day of October, 1997, by JEAN-MARC MEUNIER, as HANDLER of JEFFERSON PLAZA MANAGEMENT L.C., a Florida limited liability company, as general partner of JEFFERSON PLAZA, LTD., a Florida limited partnership, on behalf of said limited partnership. He/She is personally known to me or has produced a State of _____ driver's license as identification.



Sign Name: Maria A. Zorrilla-Ibanez
Print Name: Maria A. Zorrilla-Ibanez
NOTARY PUBLIC

OFF.
REC. 18170PG1171

My Commission Expires:
Serial Number, if any:

[NOTARIAL SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 21st day of October, 1997, by Seymour Gelber, as Chairman and Robert Parcher, as Secretary of MIAMI BEACH REDEVELOPMENT AGENCY, a public body corporate and politic on behalf of such public body. They are personally known to me or have produced a State of Florida driver's license as identification.

Sign Name: Lillian Beauchamp
Print Name: Lillian Beauchamp
NOTARY PUBLIC

My Commission Expires:
Serial Number, if any:

OFFICIAL NOTARY SEAL
LILLIAN BEAUCHAMP
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC347882
MY COMMISSION EXP. FEB. 13, 1998

[NOTARIAL SEAL]

OFF. REC. 18170PG1172

STATE OF FLORIDA)

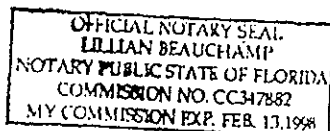
) SS:

COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 21st day of October, 1997, by Seymour Gelber, as Mayor and Robert Parcher, as City Clerk of THE CITY OF MIAMI BEACH, a municipal corporation of the State of Florida, on behalf of such municipal corporation. They are personally known to me or have produced a State of Florida driver's license as identification.

Sign Name: Lillian Beauchamp
Print Name: Lillian Beauchamp
NOTARY PUBLIC

My Commission Expires:
Serial Number, if any:



[NOTARIAL SEAL]

CONSENTS AND JOINDERS

The undersigned, as mortgage lenders to JEFFERSON and RDP, respectively, hereby consent to and join in the foregoing Reciprocal Access, Use, Development and Easement Agreement.

Jefferson's Mortgage Lender:

OCEAN BANK *vae*

By: Jorge L. Alvarez
Its: VICE PRESIDENT

STATE OF FLORIDA)

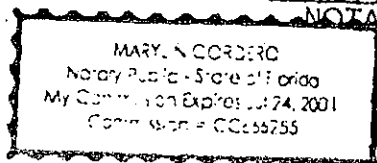
) SS:

COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 20 day of October, 1997, by Jorge L. Alvarez, as VICE PRESIDENT of OCEAN BANK, a a, on behalf of said He/She is personally known to me or has produced a State of Florida driver's license as identification.

Sign Name: Marylen Cordero
Print Name: MARYLEN CORDERO
NOTARY PUBLIC

My Commission Expires:
Serial Number, if any:



[NOTARIAL SEAL]

OFF. REC. 18170PG1173

EXHIBIT LIST

Exhibit "A"	Legal Description of RDP Property (First Whereas Clause)
Exhibit "B"	Legal Description of Jefferson Property (Second Whereas Clause)
Exhibit "C"	Plans for RDP's Development (Paragraph 1)
Exhibit "D"	Accessway Plans (Paragraph 3.A.)
Exhibit "E"	Delivery Schedule (Paragraph 10.K.)

OFF. REC. 18170PG1174

Legal Description

Parcel 1 (Royal Palm Hotel site)

The South 12.65 feet of Lots 7 and 14, all of Lots 6 and 15, and the North 10 feet of Lots 5 and 16, all in Block 56, FISHER'S FIRST SUBDIVISION OF ALTON BEACH, according to the Plat thereof, as recorded in Plat Book 2, Page 77, Public Records of Dade County, Florida, together with that certain parcel of land lying East and adjacent to the above described parcel, said parcel bounded on the South by the South line of the above described parcel extended Easterly; bounded on the North by the North line of the above described parcel extended Easterly; bounded on the East by the Erosion Control Line of the Atlantic Ocean and bounded on the West by the East line of the above mentioned Block 56; said lands containing 0.9941 acres more or less.

EXHIBIT "A"

Parcel 2 (Shorecrest Hotel site)

The South 40.00 feet (measured along the lot line) of Lots 5 and 16, and the North one-half of Lots 4 and 17, all in Block 56, FISHER'S FIRST SUBDIVISION OF ALTON BEACH, according to the Plat thereof, as recorded in Plat Book 2, Page 77 of the Public Records of Dade County, Florida, together with that certain parcel of land lying East and adjacent to the above described parcel, said parcel bounded by the South line of the above described parcel extended Easterly, bounded on the North by the North line of the above described parcel extended Easterly, bounded on the East by the Erosion Control Line of the Atlantic Ocean, and bounded on the West by the East line of the above mentioned Block 56; Said lands containing 0.8849 acres more or less.

All lands described above located, lying and being in Section 34 Township 33 South, Range 42 East, City of Miami Beach, Florida.

EXHIBIT B

OFF. REC. 18170PG1176

All of Lots 1, 2, 3, 18, 19, 20; and the South 1/2 of Lots 4 and 17, all in Block 56, of FISHER'S FIRST SUBDIVISION OF ALTON BEACH, according to the plat thereof, as recorded in Plat Book 3, at Page 77, of the Public Records of Dade County, Florida.

-AND-

A parcel of land adjacent to and immediately East of the above described lands and more particularly described as follows:

Beginning at the S.E. corner of said Lot 1, Block 56, of "FISHER'S SUBDIVISION OF ALTON BEACH"; thence North 7° 35' 20" East along the Easterly line of said Block 56 for a distance of 177.47 feet to the Northeast corner of the South 1/2 of said Lot 4, Block 56; thence North 88° 00' 23" East along the Easterly extension of the North line of said South 1/2 of Lot 4 for a distance of 195.26 feet to a point on a line known as the erosion Control Line as recorded in Plat Book 105, at Page 82, of the Public Records of Dade County, Florida; thence South 3° 26' 45" West along said Erosion Control Line also known as the Bulkhead line as described in Ordinance No. 856, Section 1, of the City of Miami Beach, recorded in Plat Book 74 at Page 4, of the Public Records of Dade County, Florida; for a distance of 175.78 feet; thence South 88° 00' 21" West along the Easterly extension of the South line of said Lot 1, Block 56, for 208.14 feet to the Point of Beginning, lying and being in the City of Miami Beach, Dade County, Florida.

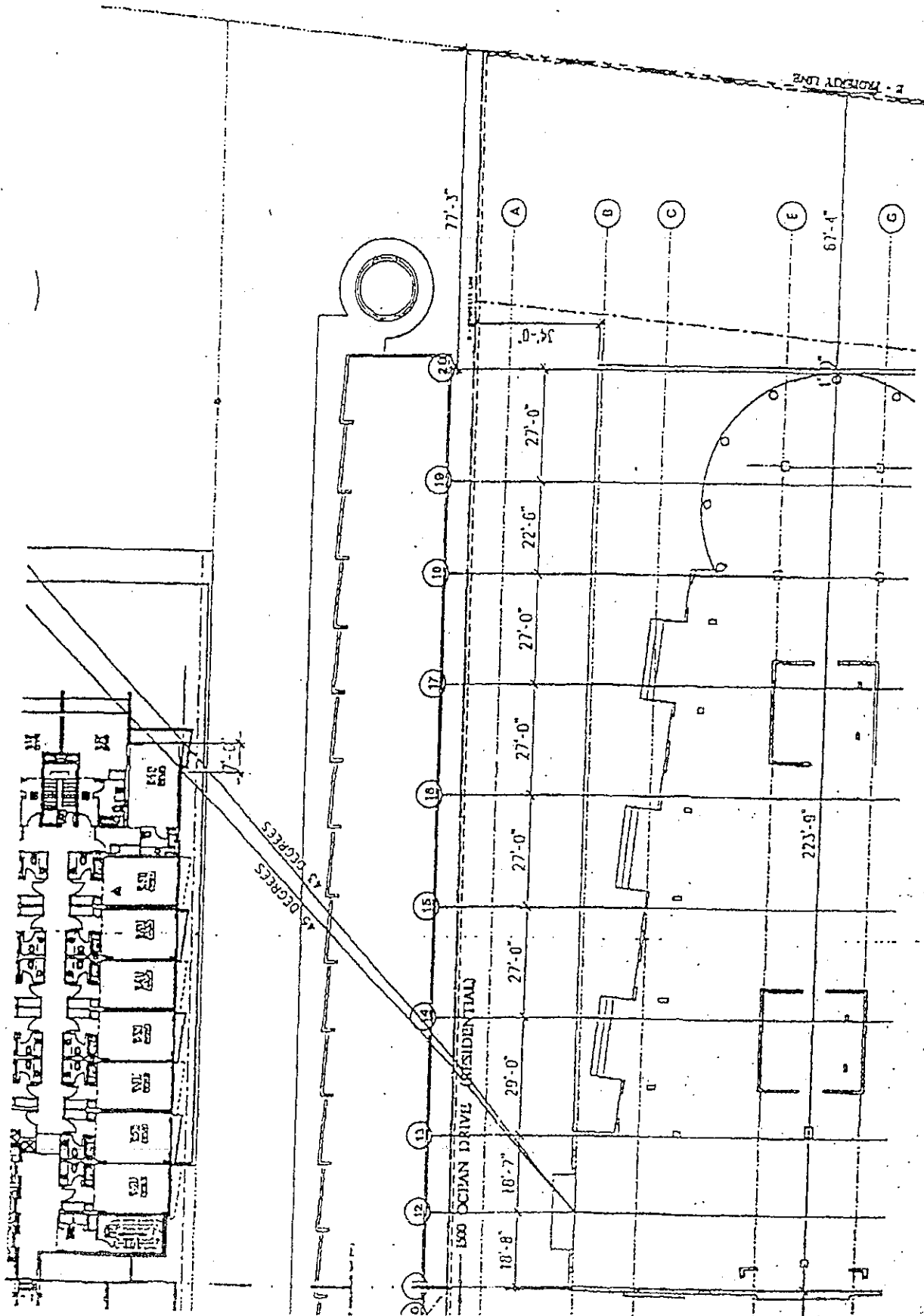
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REC. 1817061177

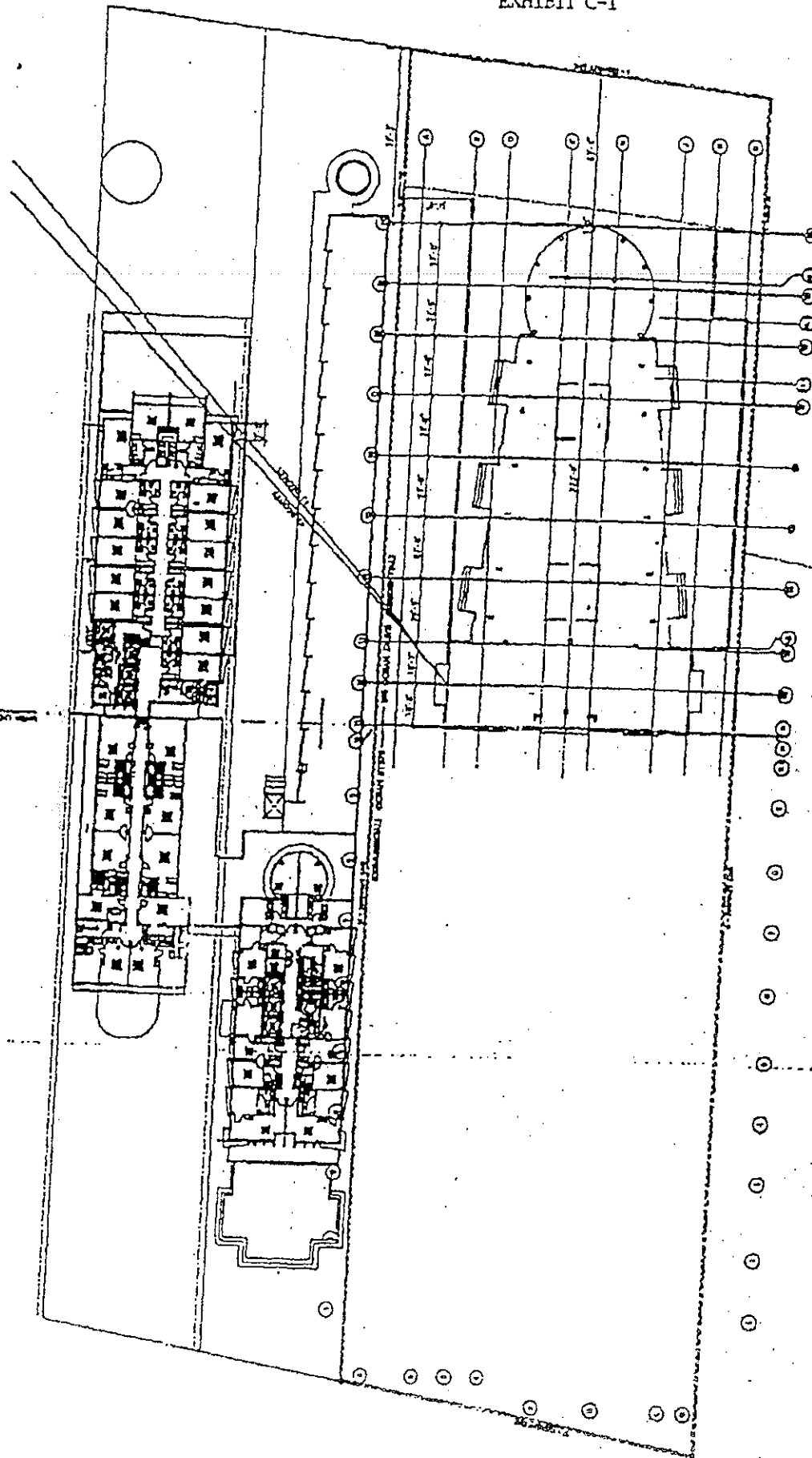
EXHIBIT C

PLANS

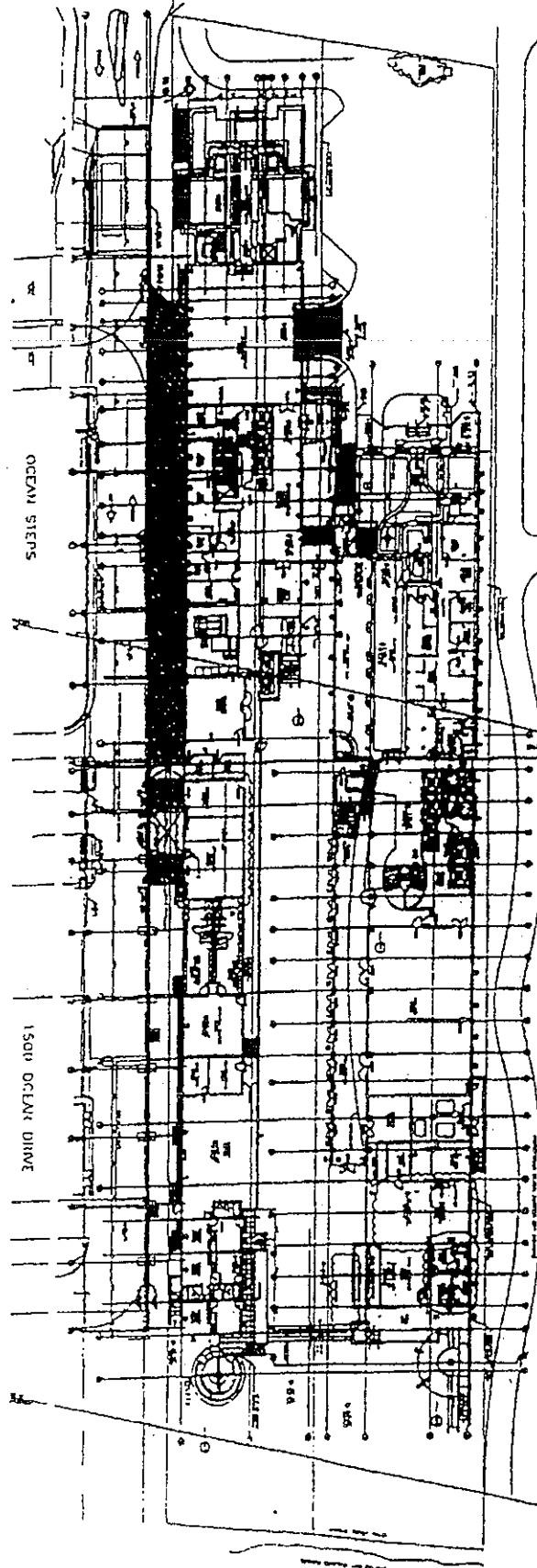
<u>Dwg. No.</u>	<u>Title</u>	<u>Latest Date</u>
C-01	Grading and Drainage Plan	6/26/97
C-02	Utility Services Plan	6/26/97
LI-1	Irrigation Plan and Details	8/25/97
LP-1	Planting Plan	8/25/97
LL-1	Lighting Plan	8/25/97
LH-1	Paving Plan	8/25/97
A0.10	Site Plan	8/25/97
A1.01	Parking Level	8/25/97
A1.02	Ground Level	8/25/97
A1.03	Second Level	8/25/97
A1.04	Third Level	8/25/97
A1.05	Fourth Level	8/25/97
A5.01	Building Elevations	8/25/97
A5.02	Shorecrest North Elevation	8/25/97
A5.03	Shorecrest South Elevation	8/25/97
A5.04	Royal Palm North Elevation	8/25/97
A5.05	Royal Palm South Elevation	8/25/97

EXHIBIT C-2





NOTE: THE RELATIONSHIP BETWEEN THE 100 OCEAN DRIVE RESIDENTIAL TOWER AND THE EAST PROPERTY LINES WILL NEED TO BE CONFIRMED WITH AN AS BUILT SURVEY IN ORDER TO IMPROVE THE PRECISION OF THIS DOCUMENT. THE SAME PROCESS WILL BE APPLIED TO THE ROYAL PALM HOTEL TOWER ONCE CONSTRUCTION IS INITIATED TO CONFIRM THIS AS BUILT CONDITION. THIS DOCUMENT REPRESENTS THE MOST ACCURATE BUILDING LOCATION REFERENCES AS OF SEPTEMBER 1997.



OFF. REC. 18170PG1181

EXHIBIT "E"
DELIVERY SCHEDULE

TO BE AGREED UPON BY JEFFERSON, RDP AND THE CITY

RECORDED IN OFFICIAL RECORDS 11/1/81
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUVIN
CLERK BYTAKT AMT