205:00 Pre

Prepared by and when recorded return to:

Raul J. Aguila, City Attorney City of Miami Beach 1700 Convention Center Drive, 4th Floor Miami Beach, Florida 33139

Folio Numbers:

 02-3202-003-0120
 02-3202-003-0060

 02-3202-003-0110
 02-3202-003-0050

 02-3202-003-0100
 02-3202-003-0040

 02-3202-003-0090
 02-3202-003-0030

 02-3202-003-0080
 02-3202-003-0020

 02-3202-003-0010
 02-3202-003-0010

CFN 2019R0765284
OR BK 31721 Pss 60-83 (24Pss)
RECORDED 12/10/2019 15:43:44
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

(Space Reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS IN LIEU OF UNITY OF TITLE

KNOW ALL BY THESE PRESENTS that the undersigned Owners hereby make, declare and impose on the land herein described, the following covenants that will run with the title to the land, which shall be binding on the Owners, their heirs, successors, assigns, personal representatives, mortgagees and lessees, and against all persons claiming by, through or under any of them.

WITNESSETH:

WHEREAS, 7450 OCEAN TERRACE LLC, a Delaware limited liability company, 7436 OCEAN TERRACE LLC, a Delaware limited liability company, 7420 OCEAN TERRACE INVESTMENT, LLC, a Florida limited liability company, 7410 OCEAN TERRACE LLC, a Delaware limited liability company, 7400 OCEAN TERRACE, LLC, a Florida limited liability company, 7409 COLLINS AVE INVESTMENT, LLC, a Florida limited liability company, 7421 COLLINS AVE INVESTMENT, LLC, a Florida limited liability company, 7433 COLLINS AVE INVESTMENT, LLC, a Florida limited liability company, and 7441 COLLINS AVE INVESTMENT, LLC, a Delaware limited liability company, hold the fee simple title to certain property in the City of Miami Beach, Florida, located at 7409, 7421, 7433, 7439, 7441, and 7449 Collins Avenue and 7400, 7410, 7420, 7430, 7436, and 7450 Ocean Terrace, Miami Beach, Florida, and which is legally described in Exhibit "A" attached hereto and made a part hereof (the "Developer Property");

WHEREAS, OTH STREETSCAPE, LLC, a Delaware limited liability company, holds fee simple title to those certain parcels of land, which are legally described in Exhibit "B" attached hereto and made a part hereof (the "Park/Streetscape Site");

WHEREAS, the Developer Property and the Park/Streetscape Site together form the "Development Site," which is legally described in Exhibit "C" attached hereto and made a part hereof;

WHEREAS, certain of the Owners and the City of Miami Beach, a Florida municipal corporation (the "City"), entered into that certain Development Agreement dated as of July 31, 2019, a copy of

(JK)

which is recorded in Official Records Book 31563, at Page 1201 of the Public Records of Miami-Dade County (the "Development Agreement"); and

WHEREAS, pursuant to the Development Agreement, OTH STREETSCAPE, LLC will develop, design and construct certain park/streetscape improvements for use by the general public on the Park/Streetscape Site, and the other Owners will construct a proposed mixed-use development on the Developer Property, consistent with the City's Land Development Regulations for the Ocean Terrace Overlay District and in accordance with the requirements of the Development Agreement (the "Project");

WHEREAS, the Owners may wish to convey all or portions of their respective properties separately from time to time, and may wish to develop the same in a condominium or non-condominium format of ownership and/or in one or more phases; and

WHEREAS, this instrument is executed in order to assure that the development of the Development Site with future multiple ownership or phased development will not violate the Land Development Regulations of the City of Miami Beach.

NOW THEREFORE, in consideration of the premises, the Owners hereby agree as follows:

1. After a site plan for the Development Site has been submitted and approved under the City's Land Development Regulations, the Development Site will be developed as a unified development site in substantial accordance with such approved site plan for the Development Site. No modification of such approved site plan shall be effectuated without the written consent of the then owner(s) of the portion or phase of the Development Site for which such proposed modification is sought and the Director of the City's Planning Department (such person, or any successor thereof, is referred to herein as the "Director"). No such then owner(s) nor the Director shall unreasonably withhold, condition or delay its consent, provided the proposed modification is in compliance with the Land Development Regulations. Should any such then owner(s) or the Director withhold, condition or delay its consent to any such proposed modification, then the owner(s) seeking the proposed modification shall be permitted to seek the same by application to modify the approved site plan at public hearing before the appropriate City board or the City Commission of Miami Beach, Florida (whichever by law has jurisdiction over such matters). Approval of such application shall be in addition to all other required approvals necessary for the proposed modification sought. Notwithstanding anything to the contrary contained in this Declaration of Restrictive Covenants in Lieu of Unity of Title (the "Declaration"): (a) if any building on the Developer Property (or portion of a building) is developed and sold to multiple owners in a condominium format or non-condominium format of ownership with an owners' association, then only the owners' association (as opposed to each individual unit owner governed by the owners' association) shall be required to give, grant or execute any consent, approval or document required by this Declaration, and such consent, approval or document as given, granted

or executed by the owners' association shall bind each and every individual unit owner in such building (or portion of the building) governed by the owners' association; (b) if the Development Site is developed in phases, then only the owner(s) of the phase(s) affected by the proposed modification shall be required to give, grant or execute any consent, approval or document required by this Declaration, and no consent, approval or document shall be required from the owner(s) of any phase(s) unaffected by such proposed modification shall be required; (c) the City shall not be required to obtain any consent, approval or document from any owner with respect to any proposed modification (including any subsequent zoning application) relating to the Park/Streetscape Site; and (d) this Declaration shall not create any additional obligations for the Owners (or their respective successors and/or assigns) to obtain any consent, approval or document from the City with respect to any proposed modification (including any subsequent zoning application) relating to the Development Site, other than the written consent of the Director for modifications to the approved site plan, as provided above. Nothing contained in the preceding sentence shall relieve the Owners (and their successors and assigns) from the obligation to obtain any approvals or authorizations from the City required by law or any other instrument or agreement apart from this Declaration.

- 2. If the Development Site is developed in phases, then each phase will be developed in substantial accordance with the approved site plan for the Development Site.
- 3. In the event the Owners shall convey any portion of the Development Site to any person or entity subsequent to site plan approval for the Development Site, each of the subsequent owners shall be bound by the terms, covenants, restrictions and limitations of this Declaration. Owners further agree that they will not convey portions of the Development Site to any other person or entity unless and until the Owners and such other person or entity shall have mutually executed and delivered, in recordable form, an instrument to be known as an "easement and operating agreement" which shall contain, among other things, the following easements to the extent required for the Development Site to be developed, constructed, conveyed, maintained and operated in accordance with the approved site plan for the Development Site despite the Development Site having multiple owners:
 - (i) Easements in the common area of each parcel for ingress to and egress from the other parcels;
 - (ii) Easements in the common area of each parcel for the passage and parking of vehicles:
 - (iii) Easements in the common area of each parcel for the passage and accommodation of pedestrians;
 - (iv) Easements for access roads across the common area of each parcel to public and private roadways;
 - (v) Easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
 - (vi) Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;

- (vii) Easements upon each such parcel in favor of each adjoining parcel for the installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;
- (viii) Easements on each parcel for attachment of buildings;
- (ix) Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from the adjoining parcels such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;
- (x) Appropriate reservation of rights to grant easements to utility companies;
- (xi) Appropriate reservation of rights to grant road rights-of-way and curb cuts;
- (xii) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and
- (xiii) Appropriate agreements between the owners of the several parcels as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like.

These easement, reservation and agreement provisions (or portions thereof) will be waived by the Director if they are not applicable to the portion of the Development Site then being conveyed (such as, but not limited to, conveyances to purchasers of individual condominium units, or conveyance that are separated by a street or road). These easement, reservation and agreement provisions shall not otherwise be waived or amended without prior written approval of the City Attorney. In addition, the easement and operating agreement shall contain such other provisions with respect to the development, construction, conveyance, maintenance and operation of the Development Site as to which the parties thereto may agree, all to the end that although the Development Site may have several owners, it will be developed, constructed, conveyed, maintained and operated in accordance with the site plan approved for the Development Site.

- 4. The provisions of this Declaration shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owner(s) of the Development Site and the Director (acting for and on behalf of the City) upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Development Site for the purposes herein intended.
- 5. The terms, covenants, restrictions and limitations of this Declaration may be amended, modified or released by a written instrument executed by the then owner(s) of the Development Site (with joinders by all mortgagees) and the Director (acting for and on behalf of the City). Should this Declaration be so modified, amended or released, then the Director shall forthwith execute a written instrument effectuating and acknowledging such amendment, modification or release; it being acknowledged and agreed that no amendment, modification or release of this Declaration shall be

effective without the Director's written approval of, or execution of a written instrument effectuating and acknowledging, such amendment, modification or release.

- 6. Enforcement of the terms, covenants, restrictions and limitations of this Declaration shall be by action against any parties or persons violating or attempting to violate any such terms, covenants, restriction or limitation of this Declaration. The prevailing party to in action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. As used herein, the term "prevailing party" means the party who receives substantially the relief sought upon final, non-appealable judgment, order, or other disposition of a court of competent jurisdiction. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
- 7. Invalidation of any term, covenant, restriction or limitation of this Declaration by a final, non-appealable order of a court of competent jurisdiction shall not affect any of the other term, covenant, restriction or limitation of this Declaration, all of which shall remain in full force and effect.
- 8. This Declaration shall be recorded in the public records of Miami-Dade County at the Owners' expense.
- 9. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
- 10. In the event of any violation of this Declaration, in addition to any other remedies available, the City is hereby authorized to withhold any future permits, and refuse to make any inspections or grant any approval, until such time as this Declaration is complied with.
- 11. This Declaration is recorded for the limited purpose of ensuring that the Development Site is developed as a unified development site under the City's land development regulations and is not intended to and does not modify, limit, or derogate any rights or privileges that may benefit the Development Site or any portion thereof, including, without limitation, any available exemption from or reduction in ad valorem taxation and assessments, nor does this Declaration prohibit the division of the Development Site into independent tax parcels and folios as the Owner may deem necessary or appropriate in its sole discretion, and all such rights and privileges are hereby expressly reserved.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK—SIGNATURE PAGES TO FOLLOW]

7450 OCEAN TERRACE LLC, a Delaware limited liability company By: OCEAN TERRACE HOLDINGS, LLC, a Delaware limited liability company, Print Nam its sole member By: Sandør Scher **Managing Director** STATE OF FLORIDA) SS: **COUNTY OF MIAMI-DADE** The foregoing instrument was acknowledged before me this \(\frac{1}{2} \) day of December 2019 by Sandor Scher, as Managing Director of Ocean Terrace Holdings, LLC, a Delaware limited liability company, the sole member of 7450 Ocean Terrace LLC, a Delaware limited liability company. He is personally known to me or has produced identification and who did/did not take an oath. NOTARY PUBLIC JULIANNE PRESS Typed or printed yamon biologicary 14

My Comm. Expires Feb 6, 2023

My Commission expires Feb 6, 2023

Serial No., if any

Signed, witnessed, executed and acknowledged on this 10

day of December 2019.

a Delaware limited liability company By: OCEAN TERRACE HOLDINGS, LLC, a Delaware limited liability company, its sole member Sandor Scher Print Name: **Managing Director** STATE OF FLORIDA) SS: **COUNTY OF MIAMI-DADE** The foregoing instrument was acknowledged before me this day of December 2019 by Sandor Scher, as Managing Director of Ocean Terrace Holdings, LLC, a Delaware limited liability company, the sole member of 7436 Ocean Terrace LLC, a Delaware limited liability company. He is personally known to me or has produced _____ identification and who did/did not take an oath. NOTARY PUBLIC JULIANNE PRESS

7436 OCEAN TERRACE LLC,

Typed or printed Name of Motadity al Notary Assn

My Commission expires:

Serial No., if any

Print Name: Jenise Winschel Print Name: Julianila	By: OCEAN TERRACE HOLDINGS, LLC, a Delaware limited liability company, its sole member By: Sandor Scher Managing Director
STATE OF FLORIDA)	
) SS:	
COUNTY OF MIAMI-DADE)	
,	1th
The foregoing instrument was acknowled	dged before me this <u></u> day of December 2019
by Sandor Scher, as Managing Director of Ocean	Terrace Holdings, LLC, a Delaware limited liability
	rrace Investment, LLC, a Florida limited liability
company. He is personally known to me or has	
identification and who did/did not take an oath.	Ali ()
	NOTARY PUBLIC JULIANNE PRESS
	Notary Public - State of Florida
	Typed or printed Name of National Notary Assn.
	My Commission expires:
	Serial No., if any

7420 OCEAN TERRACE INVESTMENT, LLC,

a Florida limited liability company

	a Delaware limited liability company
Print Name:	By: OCEAN TERRACE HOLDINGS, LLC, a Delaware limited liability company, its sole member By: Sandor Scher Managing Director
	edged before me this day of December 2019
	Typed or printed Name of Notary National Notary Ass My Commission expires: Serial No. if any

7410 OCEAN TERRACE LLC,

a Florida limited liability company By: OCEAN TERRACE HOLDINGS, LLC, a Delaware limited liability company, Print Name: its sole member By: Sandor Scher Print Name: **Managing Director** STATE OF FLORIDA) SS: **COUNTY OF MIAMI-DADE** __ day of December 2019 The foregoing instrument was acknowledged before me this by Sandor Scher, as Managing Director of Ocean Terrace Holdings, LLC, a Delaware limited liability company, the sole member of 7400 Ocean Terrace, LLC, a Florida limited liability company. He is

personally known to me or has produced _____

identification and who did/did not take an oath.

NOTARY PUBLIC

7400 OCEAN TERRACE, LLC,

Notary Public - State of Florida Commission # GG 299114 My Comm. Expires Feb 6, 2023 Borged through National Notary Assr.

Typed of printed Name of Net

My Commission expires:

Serial No., if any __

7409 COLLINS AVE INVESTMENT, LLC, a Florida limited liability company By: OCEAN TERRACE HOLDINGS, LLC, a Delaware limited liability company, its sole member By: Sandor Scher **Managing Director** STATE OF FLORIDA) SS: **COUNTY OF MIAMI-DADE** day of December 2019 The foregoing instrument was acknowledged before me this by Sandor Scher, as Managing Director of Ocean Terrace Holdings, LLC, a Delaware limited liability company, the sole member of 7409 Collins Ave Investment, LLC, a Florida limited liability company. He is personally known to me or has produced _____ identification and who did/did not take an oath. JULIANNE PRESS Notary Public - State of Florida

NOTARY PUBLIC

Serial No., if any

Typed or printed Name of M My Commission expires:

	7421 COLLINS AVE INVESTMENT, LLC, a Florida limited liability company
Print Name: Snille uno Media	By: OCEAN TERRACE HOLDINGS, LLC, a Delaware limited liability company, its sole member By: Sandor Scher Managing Director
STATE OF FLORIDA)) SS: COUNTY OF MIAMI-DADE)	
by Sandor Scher, as Managing Director of Oce	
	JULIANNE PRESS Notary Public - State of Florida Commission # GG 299114 Typed or printed Namenof the the type of Notary Assn. My Commission expires: Serial No., if any

	a Florida limited liability company
Print Name: Snilleum Median	By: OCEAN TERRACE HOLDINGS, LLC, a Delaware limited liability company, its sole member By: Sandor Scher Managing Director
STATE OF FLORIDA) SS: COUNTY OF MIAMI-DADE) The foregoing instrument was acknown by Sandor Scher, as Managing Director of Occompany, the sole member of 7433 Collicompany. He is personally known to me or identification and who did/did not take an occompany.	rean Terrace Holdings, LLC, a Delaware limited liability ins Ave Investment, LLC, a Florida limited liability has producedas
	NOTARY PUBLIC JULIANNE PRESS Notary Public - State of Florida Commission # GG 299114 My Comm. Expires Feb 6. 2023 Typed or printed Name of Notary hational Notary Assor My Commission expires: Serial No., if any

7433 COLLINS AVE INVESTMENT, LLC,

	a Florida limited liability company
Print Name: Denise Win	By: OCEAN TERRACE HOLDINGS, LLC, a Delaware limited liability company, its sole member By: Sandor Scher Managing Director
STATE OF FLORIDA)) SS:
COUNTY OF MIAMI-DADE)
by Sandor Scher, as Managing Dire	

7439 COLLINS AVE INVESTMENT LLC,

7441 COLLINS AVE INVESTMENT, LLC, a Delaware limited liability company

Print Name:	By: OCEAN TERRACE HOLDINGS, LLC, a Delaware limited liability company, its sole member By: Sandor Scher Managing Director
	n Terrace Holdings, LLC, a Delaware limited liability Ave Investment LLC, a Delaware limited liability s producedas

OTH STREETSCAPE, LLC, a Delaware limited liability company By: OCEAN TERRACE HOLDINGS, LLC, a Delaware limited liability company, its sole member Sandor Scher **Managing Director** STATE OF FLORIDA) SS: **COUNTY OF MIAMI-DADE** The foregoing instrument was acknowledged before me this ____ day of December 2019 by Sandor Scher, as Managing Director of Ocean Terrace Holdings, LLC, a Delaware limited liability company, the sole member of OTH Streetscape, LLC, a Delaware limited liability company. He is as identification personally known to me or has produced _____ and who did/did not take an oath. NOTARY PUBLIC

JULIANNE PRESS

Notary Public - State of Florida

Commission = GC 299114

Of Motartypires Feb 6, 2023
Bondee through National Notary Asso

Typed or printed Name My Commission expires:

Serial No, if any

Approved:

Approved as to form & language & for execution:

EXHIBIT "A"

Legal Description of the Developer Property

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13 in Block 1 of TOWNSITE OF HARDING, according to the Plat thereof, as recorded in Plat Book 34, Page 4, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION:

A portion of the Right—of—Way of 74th Street, 75th Street and Ocean Terrace that adjoins Lots 1 through 7, 8 and 14, Block 1, TOWNSITE OF HARDING, according to the Plat thereof, as recorded in Plat Book 34 at Page 4, of the Public Records of Miami—Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of said Block 1; thence N 02*58'50" W along the East line of said Block 1, also being the West Right—of—Way line of said Ocean Terrace (First Avenue per Plat Book 34 at Page 4) for 350.00 feet to the Northeast corner of said Block 1; thence S 86*59'28" W along the North line of said Block 1, also being the South Right—of—Way line of said 75th Street, (First Street per Plat Book 34 at Page 4) for 296.00 feet to the Northwest corner of said Block 1; thence N 02*58'50" W along the Northerly prolongation of the West line of said Block 1, also being the East Right—of—Way line of Collins Avenue for 40.00 feet; thence N 86*59'28" E along the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34 at Page 4 for 356.00 feet; thence S 02*58'50" E along the East Right—of—Way line of said Ocean Terrace (First Avenue per Plat Book 34 at Page 4) for 420.00 feet; thence S 86*59'28" W along the centerline of said 74th Street (Second Street per Plat Book 34 at Page 4) for 356.00 feet; thence N 02*58'50" W along the Southerly prolongation of said West line of Block 1 and East Right—of—Way line of Collins Avenue (Second Avenue per Plat Book 34 at Page 4) for 30.00 feet to the Southwest corner of said Block 1; thence N 86*59'28" E along the South line of said Block 1, also being the North Right—of—Way line of said 74th Street (Second Street per Plat Book 34 at Page 4) for 296.00 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 2, Township 53 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 02*58'50" W for the centerline of Collins Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- Lands shown hereon containing 45,920 square feet, or 1.054 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2016-170-NGVD.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on November 22, 2019, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

Ву:

Daniel C. Fortin, Jr., For The Firm Surveyor and Mapper, LS6435 State of Florida. Daniel C Fortin Digitally signed by Daniel C Fortin DN: c=US, o=IdenTrust ACES Unaffiliated Individual, cn=Daniel C Fortin.

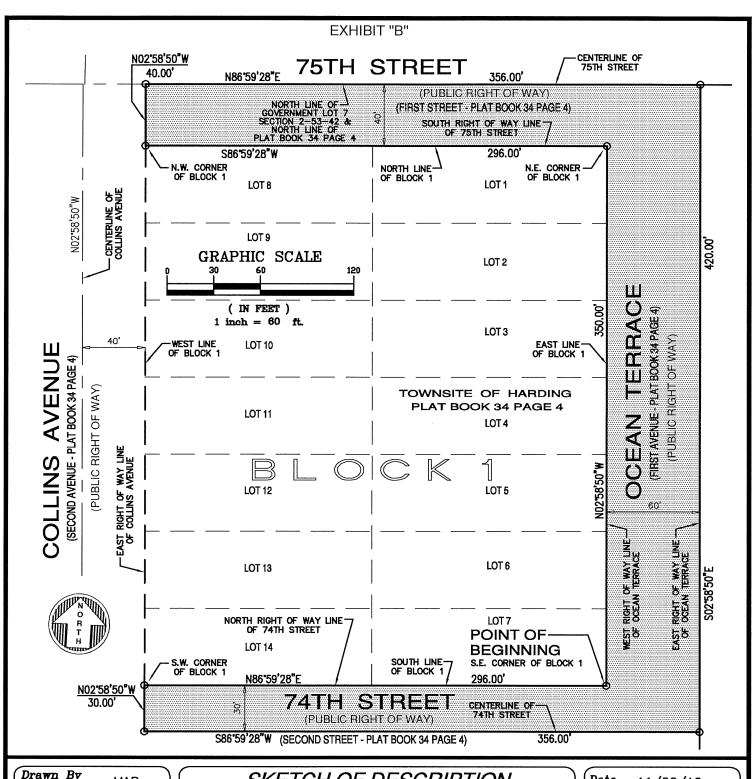
0.9.2342.19200300.100.1.1=A01097 C00000161773B91FA0000E42F Date: 2019.12.03 14:29:39 -05'00'

Drawn By	MAP
Cad. No.	190176
Ref. Dwg.	2016-170

Plotted: 11/22/19 1:31p

LEGAL DESCRIPTION, NOTES & CERTIFICATION

Date 11/22/19	
Scale NOT TO SCALE	
Job. No. 191077	
Dwg. No. 1019-007-T	
Sheet 1 of 3	



Drawn By	MAP
Cad. No.	190176
Ref. Dwg.	2016-170

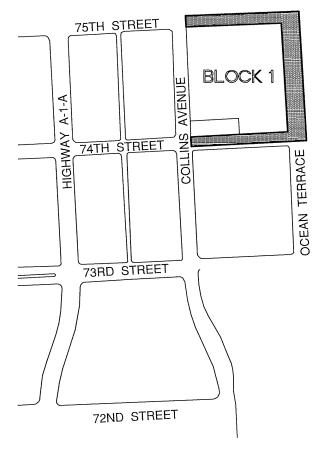
11/22/19 1:31p

Plotted:

SKETCH OF DESCRIPTION

Date	11/22/19
Scale	1"=60'
Job. No.	191077
Dwg. No.	1019-007-T
Sheet :	2 of 3

EXHIBIT "B"



ATLANTIC OCEAN



Drawn By	MAP
Cad. No.	190176
Ref. Dwg.	2016-170

Plotted: 11/22/19 1:31p

LOCATION SKETCH

Date 11/22/19
Scale NOT TO SCALE
Job. No. 191077
Dwg. No. 1019-007-T
Sheet 3 of 3

EXHIBIT "C"

LEGAL DESCRIPTION:

A portion of the Right-of-Way of 74th Street, 75th Street, Ocean Terrace and Lots 1 through 13, Block 1, TOWNSITE OF HARDING, according to the Plat thereof, as recorded in Plat Book 34 at Page 4, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Block 1; thence N 86'59'28" E along the South line of said Block 1, also being the North Right—of—Way line of said 74th Street (Second Street per Plat Book 34 at Page 4) for 146.00 feet to the Southwest corner of said Lot 7; thence N 02'58'50" W along the West line of said Lot 7 for 50.00 feet to the Northwest corner of said Lot 13; thence S 86'59'28" W along the South line of said Lot 13 for 146.00 feet to the Southwest corner of said Lot 13; thence N 02'58'50" W along the West line of said Block 1, also being the East Right—of—Way line of Collins Avenue (Second Avenue per Plat Book 34 at Page 4) and their Northerly prolongation for 340.00 feet; thence N 86'59'28" E along the North line of Government Lot 7, lying in Section 2, Township 53 South, Range 42 East, also being the North line of Plat Book 34 at Page 4 for 356.00 feet; thence S 02'58'50" E along the East Right—of—Way line of said Ocean Terrace (First Avenue per Plat Book 34 at Page 4) for 420.00 feet; thence S 86'59'28" W along the centerline of said 74th Street (Second Street per Plat Book 34 at Page 4) for 356.00 feet; thence N 02'58'50" W along the Southerly prolongation of said West line of Block 1 and East Right—of—Way line of Collins Avenue (Second Avenue per Plat Book 34 at Page 4) for 30.00 feet to the Point of Beginning.

SURVEYOR'S NOTES:

- This site lies in Section 2, Township 53 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 02°58′50" W for the centerline of Collins Avenue.
- Lands shown hereon were not abstracted for easements and/or rights—of—way of records.
- Lands shown hereon containing 142,220 square feet, or 3.265 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2016-170-NGVD.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on November 22, 2019, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

Daniel C Fortin Digitally signed by Daniel C Fortin DN: c=US, o=IdenTrust ACES Unaffiliated Individual, cn=Daniel C Fortin,

0.9.2342.19200300.100.1.1=A010 97C00000161773B91FA0000E42F Date: 2019.12.03 14:36:58 -05'00'

By:

Daniel C. Fortin, Jr., For The Firm
Surveyor and Mapper, LS6435
State of Florida.

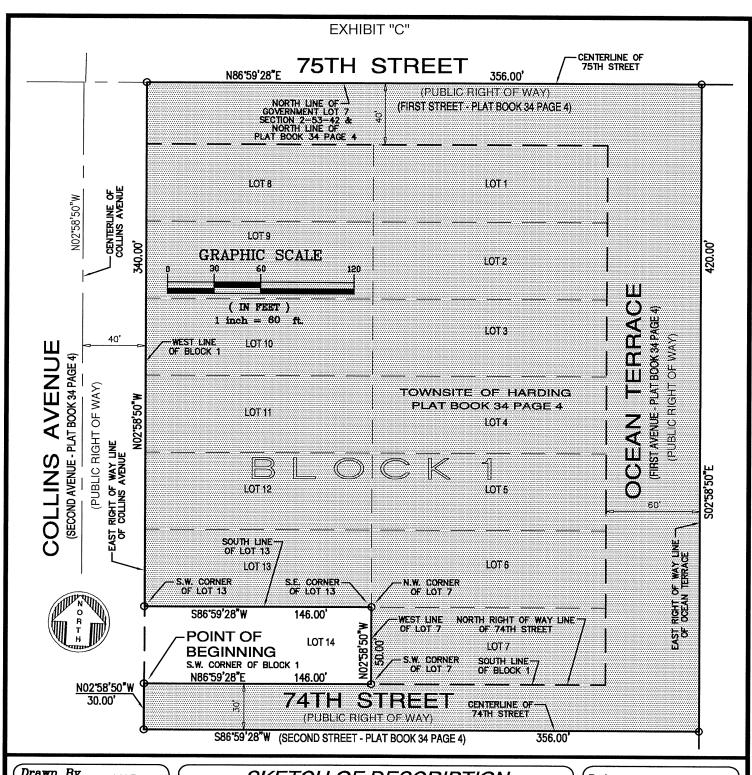
Drawn By	MAP
Cad. No.	190176
Ref. Dwg.	2016-170

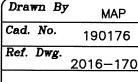
11/22/19 1:31p

Plotted:

LEGAL DESCRIPTION, NOTES & CERTIFICATION

Date 11/22/19
Scale NOT TO SCALE
Job. No. 191077
Dwg. No. 1019-007-U
Sheet 1 of 3

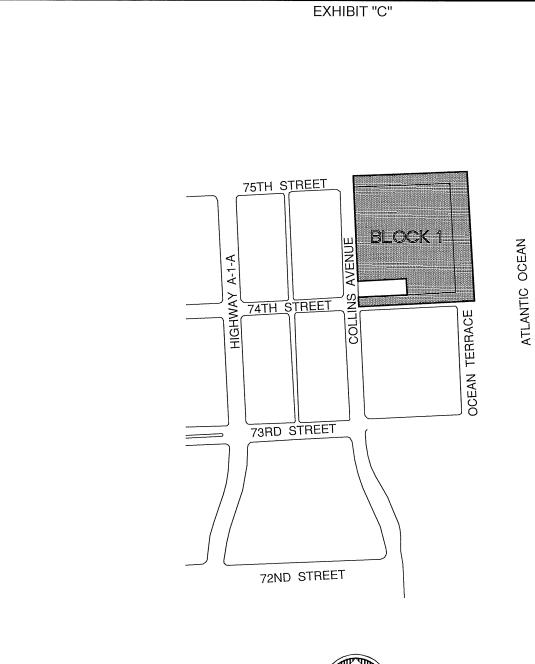




Plotted: 11/22/19 1:31p

SKETCH OF DESCRIPTION

Date	11/22/19	
Scale	1"=60'	
Job. No	191077	
Dwg. No	· 1019–007–U	
Sheet	2 of 3	





Drawn By	MAP
Cad. No.	190176
Ref. Dwg.	2016-170

Plotted: 11/22/19 1:31p

LOCATION SKETCH

Date	11/22	2/19	
Scale N	от то	SCALE	
Job. No	· 191	077	
Dwg. No	۰ 1019	-007-L)
Sheet		7	