

June 3, 2022

VIA ELECTRONIC DELIVERY

City of Miami Beach Design Review Board

c/o Mr. Thomas Mooney
City of Miami Beach
Planning Department
1700 Convention Center Drive
Miami Beach, Florida 33139

Re: Design Review Board (“DRB”) Submittal / 7140 Abbott Letter of Intent for Modification to Design Review Board Application File No. DRB22-0843 (the “Application”) / Properties located at 409 71st Street, 430 72nd Street, 7120-7140 Abbott Avenue & 7117-7135 Byron Avenue, Miami Beach (collectively, the “Property”)

Dear Design Review Board Members:

Our firm represents Pumps at 71 LLC, 7433 Collins Ave. Corp and Abbott Avenue Partners, LLC (collectively, the “Applicant”), in connection with certain land use and zoning matters relating to the above-referenced Property. This correspondence constitutes the letter of intent accompanying the Application requesting a minor modification to the previously approved File No. DRB 19-0482 associated with the construction of a 14-story mixed use development comprised of ground floor commercial and upper level residences at the Property, as more fully detailed below. The primary purpose of this application is to address a hardship created by the conflict in the current roadway elevations on Abbot Avenue (a State of Florida Department of Transportation (“FDOT”) roadway) and the resiliency goals of the Project and City’s Land Development Regulations (“LDRs”)

I. The Property

The Property is located within the North Beach Town Center neighborhood and is generally bound by 72nd Street to the North, Byron Avenue to the West, 71st Street to the South and Abbott Avenue to the East. Note, there is a condominium development on the southwest corner of the block. On July 31, 2019, pursuant to Resolution 2019-30928 (the “Resolution”), the City Commission approved the vacation of certain portions of the alley bisecting the block, conditioned upon the Applicant dedicating a rerouted connection to Byron Avenue as well as a stormwater retention area improved as a bioswale. Enclosed please find a copy of the Resolution and the Vacation Agreement recorded in the Official Records Book 31715, Page 398 of the Public Records of Miami Dade County, Florida, as **Exhibits “A”** and **“B”** respectively. Additionally, copies of the requisite deeds for the alley vacation and dedication, as recorded in the Official Records Book

32143 at Page 2276 and 32143 at Page 2262 of the Public Records of Miami Dade County, Florida, are attached as **composite Exhibit “C”**.

According to that certain Boundary and Topographic Survey, a copy of which is enclosed, the Property contains a total of 53,776 +/- square feet or 1.235 +/- acres of land. The Property is currently improved with the following uses and existing structures: (i) a 2-story commercial/office building (7140 Abbott Avenue); (ii) a 2-story multifamily structure (430 72nd Street); (iii) surface parking lots (7134 Abbott Avenue, 7315 Byron Avenue and 7117 Byron Avenue); (iv) a 2-story commercial building (7124 Abbot Avenue); and (v) a gas station with ancillary services (409 71st Street). The collective Property is unified through a Declaration of Restrictive Covenants in Lieu of Unity of Title, as recorded in the Official Records Book 32908, Page 4329 of the Public Records of Miami Dade County, Florida and attached as **Exhibit “D”**.

II. The Project – Minor Modification to Previously Approved Design Review Approval

As previously approved by the DRB pursuant to File No. DRB 19-0482, the Applicant will develop the Property with a 14-story mixed use development comprised of ground floor commercial space, upper level residential units and amenity space at the podium and rooftop levels (the “Project”).

The Project is designed with 232 upper level residential units, significant ground floor commercial space and service areas conveniently located in the interior of the Property. The residential development includes 141 total co-living units made up of studio and 1-bedroom units, as well as non co-living 1-bedroom and 2-bedroom units. The Project provides ample amenity and communal space located on the fifth floor, which includes indoor and outdoor fitness space, spa services, outdoor kitchen and lounge areas, as well as an innovative dog run on the upper rooftop level.

The parking podium for the Project is hidden with decorative screening and is internally located throughout the second, third and fourth levels. Additionally, active residential units line each level of the 3-story parking podium along 72nd Street and Abbott Avenue so that the parking structure is concealed from streetscape views to better integrate the residential and pedestrian experience along these Class A and Class B frontages. In accordance with the TC-C regulations, vehicular access is exclusively located on Byron Avenue (Class C street).

III. Elevation Conflict

Applicant is currently in process to submit the master building permit for the Project. Throughout the preparation of the building permit set, Applicant has worked closely with Planning staff to ensure compliance with the DRB approval. However, as a result of the Property having three (3) frontages, close coordination between the City and State is required to effectuate the intended road raising integration with the private Property elevations. In this case, 72nd Street and Byron Avenue are City streets intended to be raised, which will align with the ground floor of the Project. However, Abbott Avenue is a FDOT roadway and it is our understanding that the State

is not currently implementing a plan to elevate this roadway. FDOT will not allow the Applicant to raise the public sidewalk to meet the City's resiliency standards for elevating property within the City of Miami Beach. Thus, the Project's ground floor elevation must taper down to the back of curb, through the use of stairs creating the requested variance (discussed in detail below). Note, the variance requested below is **TEMPORARY** in nature. As soon as the State raises Abbott Avenue, the sidewalk will be raised and the ground floor space will seamlessly integrate with the raised sidewalk, allowing for a clear pedestrian path unobstructed by stairs or railing system.

IV. **Variance**

1. Variance from the 10' clear pedestrian path requirements as a result of minimum flood level conflicts between the property and public right of way ("Variance").

Sec. 142-745(a)(3) – Clear Pedestrian Path

A minimum ten-foot wide "clear pedestrian path," free from obstructions, including, but not limited to, outdoor cafés, sidewalk cafés, landscaping, signage, utilities, and lighting, shall be maintained along all frontages...

As stated above, the original design of the Project contemplated all abutting roadways to be elevated for a seamless transition from the roadway up to the ground floor of the Project. FDOT will not allow the Applicant to raise the public sidewalk on Abbot Avenue and therefore the Project must transition down towards the curb through the use of a stair system in limited locations along Abbott Avenue. This transition frustrates the 10' clear pedestrian path required per the Town Center LDR's. However, Applicant has designed the Abbott Avenue frontage to include two (2) walkways which in total contain no less than 10' of clear path, but divided into 2 segments. Note, there are still areas that maintain a 10' pedestrian walkway. However, in the locations where the stairwells and ground floor trees are located, the pathway is limited to approximately 5'-10" on the upper level, with approximately 6' of sidewalk at the lower level. In sum, the upper level walkway ranges from 5'-10" to 11'-7" and the lower level sidewalk ranges from +/- 6' to +/- 10' (inclusive of the addapave tree planting). Note, the Applicant could have designed a single stairway, but the intent of the LDRs is to create a walkable and inviting active space at the ground floor. Applicant believes having multiple access points along this frontage satisfies the intent and vision of the Town Center regulations.

The requested Variance should be approved as it is in accordance with the standards of review for a Variance application, as provided in Section 118-353(d) of the City's LDRs, and support the intent of the TC-C regulations. Specifically, a Variance shall be approved upon demonstration of the following:

- (i) *Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.*

Satisfied; The Project is uniquely situated with frontages on three (3) sides. Meaning, each façade must comply with the sea level rise and resilience requirements in the LDRs. In this case, the City maintained frontages comply with the LDRs and provide the minimum 10' clear pedestrian pathways. However, as a result of FDOT's control of Abbott Avenue and their unwillingness to allow the Applicant to raise the public sidewalk, the Applicant cannot create a 10' pedestrian path as the private realm and public realm would not align without a vertical transition with stairs. The stairs and upper-level safety barrier, which are necessary features to allow safe access to the Property, create the non-conformity with the previously approved design.

- (ii) *The special conditions and circumstances do not result from the action of the applicant.*

Satisfied; As mentioned above, the Applicant intended to comply with this requirement as provided in the original DRB approval. However, FDOT will not allow this roadway elevation.

- (iii) *Granting the variance requested will not confer on the applicant any special privilege that is denied by these land development regulations to other lands, buildings, or structures in the same zoning district.*

Satisfied; The requested Variance will not confer any special privilege on the Applicant that would be otherwise denied or detrimental to similarly situated properties. While not entirely unique, other property owners with frontage on this State road will likely encounter the same restriction. Note, Applicant is complying with this LDR requirement on both Byron Avenue and 72nd Street. The Variance is limited to the frontage on the FDOT right of way which is outside the Applicant's control.

- (iv) *Literal interpretation of the provisions of these land development regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of these land development regulations and would work unnecessary and undue hardship on the applicant.*

Satisfied; Failure to approve the requested Variance will create a hardship on the Applicant, as the Applicant would be forced to redesign the ground floor spaces with internal ramping or stairwells, depleting the efficiency and enjoyment of these commercial spaces. Without this Variance, the Applicant is concerned about the success of the ground floor activation on this important right of way. Note, this is only a temporary variance as the stairs and railing system will be removed when the State raises Abbott Avenue and the 10' clear pedestrian path can be installed consistent with the original DRB approval.

- (v) *The variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.*

Satisfied; The Variance is the minimum required to develop the Project in accordance with the intent of the Town Center District regulations and the previous DRB approval. As stated above, Applicant is creating more than 10' of pedestrian passageway on Abbott Avenue, however the walkways are broken into 2 segments. Note, there are several areas which comply with the 10' requirement on Abbott, and the Variance is limited to those locations where the mandatory stairwells and ground floor trees are located.

- (vi) *The granting of the variance will be in harmony with the general intent and purpose of these land development regulations and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.*

Satisfied; The proposed Variance does not negatively impact the surrounding neighborhood, as the Property contains 10' clear pedestrian pathways on 72nd Street (Class A frontage) and Byron Avenue. Additionally, the Variance is limited to certain areas on Abbott Avenue and not the entirety of this frontage. Lastly, Applicant designed this frontage to have ample walkways protected by street trees and safety barriers. Overall this frontage will remain attractive for the public and walkable in accordance with the intent of the LDRs.

- (vii) *The granting of this request is consistent with the comprehensive plan and does not reduce the levels of service as set forth in the plan.*

Satisfied; The requested Variance will allow for the redevelopment of the Property consistent with the City's Comprehensive Plan and will not reduce levels of service.

V. Sea Level Rise and Resiliency Review Waiver

Section 133-50(a) provides review criteria for compliance with the City's recently adopted sea level rise and resiliency criteria.

- (i) *A recycling or salvage plan for partial or total demolition shall be provided.*

A recycling plan will be provided as part of the submittal for a partial/total demolition permit to the building department.

- (ii) *Windows that are proposed to be replaced shall be hurricane proof impact windows.*

The windows and glass balcony system will be hurricane impact windows.

- (iii) *Where feasible and appropriate, passive cooling systems, such as operable windows, shall be provided.*

Passive cooling systems, such as operable windows and balcony doors, may be installed as appropriate.

- (iv) *Whether resilient landscaping (salt tolerate, highly water absorbent, native or Florida friendly plants) will be provided.*

All new landscaping will consist of Florida friendly plants.

- (v) *Whether adopted sea level rise projections in the Southeast Florida Regional Climate Action Plan, as may be revised from time-to-time by the Southeast Florida Regional Climate Change compact, including a study of land elevation and elevation of surrounding properties were considered.*

The Project is designed to activate the pedestrian streetscape with a pedestrian path around the Property. The requested Variance is a direct result of the Applicant's goal of complying with the sea level rise and resiliency action plan adopted by the City's LDRs.

- (vi) *The ground floor, driveways, and garage ramping for new construction shall be adaptable to the raising of public rights-of-ways and adjacent land.*

The Project is designed with future public right of way/street raising taken into consideration so that the ground floor spaces will not require significant revision at such time.

- (vii) *Where feasible and appropriate, all critical mechanical and electrical systems shall be located above base flood elevation with room to raise.*

Where feasible, mechanical and electrical systems will be located above BFE. Any such facilities located below BFE will be floodproofed in accordance with Florida Building Code requirements.

- (viii) *Existing buildings shall be, where reasonably feasible and appropriate, elevated to the base flood elevation.*

N/A.

- (ix) *When habitable space is located below the base flood elevation plus City of Miami Beach Freeboard, wet or dry flood proofing systems will be provided in accordance with Chapter 54 of the City Code.*

To the extent applicable, Applicant will wet or dry flood proof as appropriate.

(x) *Where feasible and appropriate, water retention systems shall be provided.*

As mentioned above, in accordance with the Resolution, the Applicant has dedicated approximately 2,198 +/- square feet for the development of an improved bioswale area. The dedicated bioswale area will serve as a significant benefit to the future residents, tenants and visitors of the Project as well as the neighboring residential property to the South thereby lowering the demand on the existing infrastructure.

V. **Conclusion**

The Applicant is requesting a modified design review and (temporary) Variance approval for the Project as a result of the conflict in resiliency requirements created by the State's current roadway elevations. Based on the foregoing, we respectfully request your favorable consideration of this Application.

Sincerely,



Ethan B. Wasserman, Esq.

BEW:dv

ACTIVE 65034237v2

EXHIBIT “A”

RESOLUTION NO. 2019-30928

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON SECOND READING/PUBLIC HEARING OF THIS RESOLUTION, THE VACATION OF THAT PORTION OF (1) THE NORTHERN HALF OF AN ALLEY KNOWN AS "ABBOTT COURT," CONSISTING OF APPROXIMATELY 3,521 SQUARE FEET IN TOTAL LOT AREA; AND (2) THE ALLEY KNOWN AS "NORMANDY BEACH COURT," CONSISTING OF APPROXIMATELY 1,000 SQUARE FEET IN TOTAL LOT AREA, WITH THE FOREGOING ALLEYS LOCATED BETWEEN BYRON AVENUE AND ABBOTT AVENUE, FROM 71ST STREET TO 72ND STREET (COLLECTIVELY, THE "CITY ALLEYS"), IN FAVOR OF THE ABUTTING PROPERTY OWNERS, ABBOTT AVENUE PARTNERS, LLC; PUMPS AT 71, LLC; AND 7433 COLLINS AVE. CORP. (THE "APPLICANT"); FURTHER, PROVIDING THAT THE VACATION OF THE CITY ALLEYS SHALL BE SUBJECT TO AND CONDITIONED UPON THE APPLICANT'S EXECUTION OF A VACATION AGREEMENT AND DELIVERY OF CERTAIN PUBLIC BENEFITS TO THE CITY, INCLUDING THE DEDICATION OF THE SOUTHERN FORTY (40) FEET OF 7117 BYRON AVENUE, CONNECTING BYRON AVENUE TO ABBOTT COURT, AND CONSISTING OF A TOTAL OF 4,741 SQUARE FEET (THE "NEW CITY ALLEY"), WITH APPROXIMATELY 2,543 SQUARE FEET OF THE NEW CITY ALLEY TO BE DEDICATED FOR PUBLIC USE AS AN ALLEY FOR PEDESTRIAN AND VEHICULAR TRAVEL, AND WITH APPROXIMATELY 2,198 SQUARE FEET OF THE NEW CITY ALLEY TO BE DEDICATED AS A NEW STORMWATER RETENTION AREA, AND IMPROVED AS A BIOSWALE, AT APPLICANT'S SOLE COST AND EXPENSE; FURTHER, WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 82-38 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; FURTHER, AUTHORIZING THE ADMINISTRATION TO FINALIZE A VACATION AGREEMENT THAT INCORPORATES THE CONDITIONS SET FORTH IN THIS RESOLUTION, AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE VACATION AGREEMENT, SUBJECT TO FORM APPROVAL BY THE CITY ATTORNEY.

WHEREAS, the City holds a right-of-way dedication to the following right-of-way areas:

(1) the northern half of an alley known as Abbott Court, running south approximately 125 feet from the southerly right-of-way ("ROW") line of 72nd Street, which consists of a 20 foot ROW containing approximately 3,521 square feet, as shown on the Plat of the Normandy Beach South Subdivision, recorded in Plat Book 21, Page 54 of the Public Records of Miami-Dade County (the "Normandy Beach South Plat"), and more fully described in Exhibit "A" attached hereto (the "Abbott Court Alley"); and

(2) the portion of the alley known as Normandy Beach Court, located between the easterly ROW line of Abbott Court and the westerly ROW line of Abbott Avenue, which consists of a 10 foot ROW containing approximately 1,000 square feet, as shown on the Normandy Beach South Plat, and more fully described in Exhibit "B" attached hereto (the "Normandy Beach Court Alley");

(collectively, the Abbott Court Alley and Normandy Beach Court Alley shall be hereinafter referred to as the "City Alleys"); and

WHEREAS, Abbott Avenue Partners, LLC; Pumps at 71, LLC; and 7433 Collins Avenue Corp. (the "Applicant") own the properties abutting or in the vicinity of the City Alleys; which parcels are known as 7117 and 7135 Byron Avenue; 7120, 7124, 7134, 7136, and 7140 Abbott Avenue; 430 72nd Street; and 409 71st Street (collectively, the "Property"); and

WHEREAS, the Applicant intends to develop the Property as a mixed-use residential and commercial development (collectively, the "Proposed Development"); and

WHEREAS, the Proposed Development shall be developed as a unified development site; and

WHEREAS, in conjunction with Proposed Development, the Applicant is requesting that the City vacate the City Alleys, and has submitted its application to the City's Public Works Department with respect thereto; and

WHEREAS, the vacation of City streets, alleys, and/or rights of way, require compliance with Article II, Sections 82-36 through 82-40, of the City Code (which establish the procedures governing the sale or lease of public property);

WHEREAS, prior to approving a request for vacation, the following requirements must be satisfied: (1) the title of the Resolution approving the proposed vacation shall be heard by the City Commission on two separate meeting dates, with the second reading to be accompanied by a duly noticed public hearing; (2) the proposed vacation shall be transmitted to the Finance and Citywide Projects Committee (the "Finance Committee") for its review; (3) the City's Planning Department shall prepare a written planning analysis, to be submitted to the City Commission concurrent with its consideration of the proposed vacation; and (4) the City shall obtain an independent appraisal of the fair market value of the property proposed to be vacated; and

WHEREAS, on March 6, 2019, the Land Use and Development Committee discussed the proposed vacation, and recommended that the City Commission refer the vacation proposal to the Finance and City Wide Projects Committee (FCWPC), pursuant to City Code Section 87-37(a);

WHEREAS, at the FCWPC's June 14, 2019 meeting, the Planning Department staff advised that the proposed vacation would be consistent with the North Beach Master Plan recommendations, as well as the recently adopted land development regulations for the TC-C district; and

WHEREAS, at its June 14, 2019 meeting, the FCWPC recommended in favor of the proposed vacation of the City Alleys, with the vacation of the City Alleys subject to and conditioned upon the Applicant's delivery of certain public benefits to the City, including: the Applicant's dedication of the southern forty (40) feet of 7117 Byron Avenue, connecting Byron Avenue to Abbott Court, consisting of a total of 4,741 square feet, for use by the public, as described more fully in Exhibit "C" attached hereto (the "New City Alley"), with approximately 2,543 square feet of the New City Alley to be dedicated as a new alley for pedestrian and vehicular travel, and the remaining 2,198 square feet of the New City Alley to be developed as a new stormwater retention

area, and improved as a bioswale, as described more fully in Exhibit "D" attached hereto (the "Bioswale Improvements"); and

WHEREAS, the Planning Department analysis of the vacation, pursuant to Section 82-38 of the City Code, is attached as Exhibit "E" hereto; and

WHEREAS, the Public Works Department obtained an appraisal on April 2, 2019, which appraisal is attached as Exhibit "F" hereto and valued the City Alleys at \$2,350,000; and

WHEREAS, Section 82-39(a) of the City Code provides that the lease or sale of public property also requires an advertised public bidding process, which requirement may be waived by 5/7th vote of the City Commission; and

WHEREAS, by operation of law, upon a vacation, a right-of-way reverts to the abutting property owners or the holders of any interest in any reversionary rights to the vacated area; and

WHEREAS, as the only persons entitled to the vacated City Alleys is the Applicant (as the abutting property owners and holder of the appropriate reversionary interests), the City Administration recommends that the Mayor and City Commission waive the competitive bidding requirement, finding that the public interest is served by waiving such condition; and

WHEREAS, pursuant to the requirements of Section 1.03(b)(4) of the City Charter, the proposed vacation will be heard before the Planning Board on July 23, 2019 meeting, where it must be approved by 4/7^{ths} vote; and

WHEREAS, Section 1.03 (b)(4) of the Charter also requires that the vacation be approved by 6/7^{ths} vote of the City Commission; and

WHEREAS, the vacation of the City Alleys shall be subject to and conditioned upon the Applicant and City executing a Vacation Agreement that includes the following terms and conditions:

(1) Applicant shall dedicate to the public the New City Alley, consisting of approximately 4,741 square feet, with approximately 2,543 square feet to be dedicated for public use as an alley for pedestrian and vehicular travel, and the remaining approximately 2,198 square feet to be dedicated for the Bioswale Improvements; and

(2) Applicant shall complete construction of the Bioswale Improvements, at Applicant's sole cost and expense, prior to the Applicant's completion of the Proposed Development; and

(3) Applicant shall pay all City's costs in connection with the proposed vacation of the City Alleys and dedication of the New City Alley, including any City closing costs, recording fees, or outside legal fees that may be incurred by the City; and

(4) Applicant shall be responsible, at Applicant's sole cost and expense, for the relocation of any underground utilities located within the City Alleys and the New City Alley, as may be necessary for the Proposed Development and/or to fulfill the vacation conditions herein.

(5) Applicant agrees that City's quit claim deed for the City Alleys shall contain a reverter clause, to provide for the City Alleys to revert back to the City in the event Applicant fails to satisfy all conditions of this Vacation Resolution prior to the completion of the Proposed Development, and with such reverter being without prejudice to any other rights or remedies that may be available to the City in the event the Applicant fails to satisfy the conditions of this Resolution; and

(6) Applicant agrees that City shall not issue a temporary certificate of occupancy or final certificate of occupancy for the Proposed Development until the Applicant has satisfied all conditions of this Resolution; and

(7) The Applicant agrees to indemnify, defend, save and hold harmless the City from any claims, demands, causes of action, liabilities, losses, costs, fees, expenses, orders, judgments and/or decrees of any nature whatsoever as a result of City's adoption of the Vacation Resolution or issuance of a Building Permit prior to the satisfaction of the conditions of the Vacation Resolution, including the reasonable, out-of-pocket attorneys' fees and expenses incurred in the defense of any such claim, demand or cause of action; and

(8) in the event the foregoing conditions of the Vacation Agreement are not met, following notice to Applicant and a reasonable opportunity to cure, the Vacation Agreement shall be subject to termination, and in the event of any such termination, this Vacation Resolution shall be null and void; and

WHEREAS, on July 17, 2019, the Mayor and City Commission held the first reading of this Resolution, and read the title into the record as required by Section 82-37 of the City Code; and

WHEREAS, the Administration recommends approval of the vacation at second reading, subject to the terms and conditions contained herein, and further recommends that the Administration be authorized to finalize a vacation agreement incorporating the conditions set forth in this Resolution, and that the Mayor and City Clerk be authorized to execute the vacation agreement, upon form approval by the City Attorney.

NOW THEREFORE BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve, on second reading/public hearing of this Resolution, the vacation of the (1) the Abbott Court Alley described in Exhibit "A"; and (2) the Normandy Beach Court Alley described in Exhibit "B", in favor of the abutting property owners, Abbott Avenue Partners, LLC; Pumps at 71, LLC; and 7433 Collins Ave. Corp.; further, providing that the vacation of the City Alleys shall be subject to and conditioned upon the Applicant's delivery of certain public benefits to the City, including dedication of the New City Alley, as described in Exhibit "C", with approximately 2,543 square feet of the New City Alley to be dedicated for public use as an alley for pedestrian and vehicular travel, and with approximately 2,198 square feet of the New City Alley to be dedicated as a new stormwater retention area, and improved as a bioswale, at Applicant's sole cost and expense, as described in Exhibit "D"; further, waive, by 5/7ths vote, the competitive bidding requirement, pursuant to Section 82-39, finding such waiver to be in the best interest of the City; further, authorize the Administration to finalize a vacation agreement that

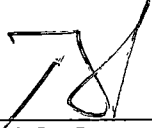
incorporates the conditions set forth in this Resolution, and further authorize the Mayor and City Clerk to execute the vacation agreement, subject to form approval by the City Attorney.

PASSED and ADOPTED this 31 day of July, 2019.



Dan Gelber, Mayor

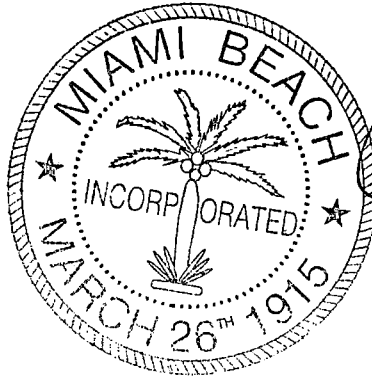
ATTEST:



Aug 12, 2019

Rafael G. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

RAP

7/23/19
Date

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: July 31, 2019

11:45 a.m. Second Reading Public Hearing

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON SECOND READING/PUBLIC HEARING OF THIS RESOLUTION, THE VACATION OF THAT PORTION OF (1) THE NORTHERN HALF OF AN ALLEY KNOWN AS "ABBOTT COURT," CONSISTING OF APPROXIMATELY 3,521 SQUARE FEET IN TOTAL LOT AREA; AND (2) THE ALLEY KNOWN AS "NORMANDY BEACH COURT," CONSISTING OF APPROXIMATELY 1,000 SQUARE FEET IN TOTAL LOT AREA, WITH THE FOREGOING ALLEYS LOCATED BETWEEN BYRON AVENUE AND ABBOTT AVENUE, FROM 71ST STREET TO 72ND STREET (COLLECTIVELY, THE "CITY ALLEYS"), IN FAVOR OF THE ABUTTING PROPERTY OWNERS, ABBOTT AVENUE PARTNERS, LLC; PUMPS AT 71, LLC; AND 7433 COLLINS AVE. CORP. (THE "APPLICANT"); FURTHER, PROVIDING THAT THE VACATION OF THE CITY ALLEYS SHALL BE SUBJECT TO AND CONDITIONED UPON THE APPLICANT'S EXECUTION OF A VACATION AGREEMENT AND DELIVERY OF CERTAIN PUBLIC BENEFITS TO THE CITY, INCLUDING THE DEDICATION OF THE SOUTHERN FORTY (40) FEET OF 7117 BYRON AVENUE, CONNECTING BYRON AVENUE TO ABBOTT COURT, AND CONSISTING OF A TOTAL OF 4,741 SQUARE FEET (THE "NEW CITY ALLEY"), WITH APPROXIMATELY 2,543 SQUARE FEET OF THE NEW CITY ALLEY TO BE DEDICATED FOR PUBLIC USE AS AN ALLEY FOR PEDESTRIAN AND VEHICULAR TRAVEL, AND WITH APPROXIMATELY 2,198 SQUARE FEET OF THE NEW CITY ALLEY TO BE DEDICATED AS A NEW STORMWATER RETENTION AREA, AND IMPROVED AS A BIOSWALE, AT APPLICANT'S SOLE COST AND EXPENSE; FURTHER, WAIVING, BY 5/7TH VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 82-38 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; FURTHER, AUTHORIZING THE ADMINISTRATION TO FINALIZE A VACATION AGREEMENT THAT INCORPORATES THE CONDITIONS SET FORTH IN THIS RESOLUTION, AND FURTHER AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE VACATION AGREEMENT, SUBJECT TO FORM APPROVAL BY THE CITY ATTORNEY.

RECOMMENDATION

The Administration, recommends approval of the vacation at Second Reading Public Hearing on July 31, 2019.

ANALYSIS

The City holds a right-of-way dedication to the following right-of-way areas:

(1) the northern half of an alley known as Abbott Court, running south approximately 125 feet from the southerly right-of-way ("ROW") line of 72nd Street, which consists of a 20 foot ROW containing approximately 3,521 square feet, as shown on the Plat of the Normandy Beach South Subdivision, recorded in Plat Book 21, Page 54 of the Public Records of Miami-Dade County (the "Normandy Beach South Plat"), and more fully described in Exhibit "A" attached hereto (the "Abbott Court Alley"); and

(2) the portion of the alley known as Normandy Beach Court, located between the easterly ROW line of Abbott Court and the westerly ROW line of Abbott Avenue, which consists of a 10 foot ROW containing approximately 1,000 square feet, as shown on the Normandy Beach South Plat, and more fully described in Exhibit "B" attached hereto (the "Normandy Beach Court Alley"); (collectively, the Abbott Court Alley and Normandy Beach Court Alley shall be hereinafter referred to as the "City Alleys").

Abbott Avenue Partners, LLC; Pumps at 71, LLC; and 7433 Collins Avenue Corp. (the "Applicant") own the properties abutting or in the vicinity of the City Alleys; which parcels are known as 7117 and 7135 Byron Avenue; 7120, 7124, 7134, 7136, and 7140 Abbott Avenue; 430 72nd Street; and 409 71st Street (collectively, the "Property").

The Applicant intends to develop the Property as a mixed-use residential and commercial development (collectively, the "Proposed Development"). The Proposed Development shall be developed as a unified development site. In conjunction with Proposed Development, the Applicant is requesting that the City vacate the City Alleys, and has submitted its application to the City's Public Works Department with respect thereto.

The vacation of City streets, alleys, and/or rights of way, require compliance with Article II, Sections 82-36 through 82-40, of the City Code (which establish the procedures governing the sale or lease of public property). Prior to approving a request for vacation, the following requirements must be satisfied:

(1) the title of the Resolution approving the proposed vacation shall be heard by the City Commission on two separate meeting dates, with the second reading to be accompanied by a duly noticed public hearing;

(2) the proposed vacation shall be transmitted to the Finance and Citywide Projects Committee (the "Finance Committee") for its review;

(3) the City's Planning Department shall prepare a written planning analysis, to be submitted to the City Commission concurrent with its consideration of the proposed vacation; and

(4) the City shall obtain an independent appraisal of the fair market value of the property proposed to be vacated.

On March 6, 2019, the Land Use and Development Committee discussed the proposed vacation, and recommended that the City Commission refer the vacation proposal to the Finance and City Wide Projects Committee (FCWPC), pursuant to City Code Section 87-37(a).

At the FCWPC's June 14, 2019 meeting, the Planning Department staff advised that the proposed vacation would be consistent with the North Beach Master Plan recommendations, as well as the recently adopted land development regulations for the TC-C district.

At its June 14, 2019 meeting, the FCWPC recommended in favor of the proposed vacation of the City Alleys, with the vacation of the City Alleys subject to and conditioned upon the Applicant's delivery of certain public benefits to the City, including: the Applicant's dedication of the southern forty (40) feet of 7117 Byron Avenue, connecting Byron Avenue to Abbott Court, consisting of a total of 4,741 square feet, for use by the public, as described more fully in Exhibit "C" attached hereto (the "New City Alley"), with approximately 2,543 square feet of the New City Alley to be dedicated as a new alley for pedestrian and vehicular travel, and the remaining 2,198 square feet of the New City Alley to be developed as a new stormwater retention area, and improved as a bioswale, as described more fully in Exhibit "D" attached hereto (the "Bioswale Improvements").

The Planning Department analysis of the vacation, pursuant to Section 82-38 of the City Code, is attached as Exhibit "E" hereto. The Public Works Department obtained an appraisal on April 2, 2019, which appraisal is attached as Exhibit "F" hereto and valued the City Alleys at \$2,350,000.

Section 82-39(a) of the City Code provides that the lease or sale of public property also requires an advertised public bidding process, which requirement may be waived by 5/7th vote of the City Commission. By operation of law, upon a vacation, a right-of-way reverts to the abutting property owners or the holders of any interest in any reversionary rights to the vacated area.

As the only persons entitled to the vacated City Alleys is the Applicant (as the abutting property owners and holder of the appropriate reversionary interests), the City Administration recommends that the Mayor and City Commission waive the competitive bidding requirement, finding that the public interest is served by waiving such condition.

Pursuant to the requirements of Section 1.03(b)(4) of the City Charter, the proposed vacation was heard before the Planning Board of the July 23, 2019 meeting, where it was approved by 5-0 votes (the required was 4/7th votes).

Section 1.03 (b)(4) of the Charter also requires that the vacation be approved by 6/7ths vote of the City Commission. The vacation of the City Alleys shall be subject to and conditioned upon the Applicant and City executing a Vacation Agreement that includes the following terms and conditions:

(1) Applicant shall dedicate to the public the New City Alley, consisting of approximately 4,741 square feet, with approximately 2,543 square feet to be dedicated for public use as an alley for pedestrian and vehicular travel, and the remaining approximately 2,198 square feet to be dedicated for the Bioswale Improvements; and

(2) Applicant shall complete construction of the Bioswale Improvements, at Applicant's sole cost and expense, prior to the Applicant's completion of the Proposed Development; and

(3) Applicant shall pay all City's costs in connection with the proposed vacation of the City Alleys and dedication of the New City Alley, including any City closing costs, recording fees, or outside legal fees that may be incurred by the City; and

(4) Applicant shall be responsible, at Applicant's sole cost and expense, for the relocation of any underground utilities located within the City Alleys and the New City Alley, as may be necessary for the Proposed Development and/or to fulfill the vacation conditions herein.

(5) Applicant agrees that City's quit claim deed for the City Alleys shall contain a reverter clause, to provide for the City Alleys to revert back to the City in the event Applicant fails to satisfy all conditions of this Vacation Resolution prior to the completion of the Proposed Development, and with such reverter being without prejudice to any other rights or remedies that may be available to the City in the event the Applicant fails to satisfy the conditions of this Resolution; and

(6) Applicant agrees that City shall not issue a temporary certificate of occupancy or final certificate of occupancy for the Proposed Development until the Applicant has satisfied all conditions of this Resolution; and

(7) The Applicant agrees to indemnify, defend, save and hold harmless the City from any claims, demands, causes of action, liabilities, losses, costs, fees, expenses, orders, judgments and/or decrees of any nature whatsoever as a result of City's adoption of the Vacation Resolution or issuance of a Building Permit prior to the satisfaction of the conditions of the Vacation Resolution, including the reasonable, out-of-pocket attorneys' fees and expenses incurred in the defense of any such claim, demand or cause of action; and

(8) in the event the foregoing conditions of the Vacation Agreement are not met, following notice to Applicant and a reasonable opportunity to cure, the Vacation Agreement shall be subject to termination, and in the event of any such termination, this Vacation Resolution shall be null and void.

On July 17, 2019, the Mayor and City Commission held the first reading of this Resolution, and read the title into the record as required by Section 82-37 of the City Code.

The Administration recommends approval of the vacation at second reading, subject to the terms and conditions contained herein, and further recommends that the Administration be authorized to finalize a vacation agreement incorporating the conditions set forth in this Resolution, and that the Mayor and City Clerk be authorized to execute the vacation agreement, upon form approval by the City Attorney.

PUBLIC BENEFIT

The Applicant is proposing to redevelop almost an entire block with a mixed use project consisting of commercial and residential uses. As it stands now, the assemblage is 53,980 square feet in size. The applicant is asking the City to vacate one alley in its entirety, Normandy Beach Court, which is 1,000 square feet. In addition, the Applicant is asking that the City vacate

a portion of another alley, Abbott Court, which is 3,522 square feet.

As proposed, the floor area from Normandy Beach Court and Abbott Court will be absorbed into the Applicant's project. However, as stated by the Applicant, the purpose of the vacation request is to have a more efficient building.

The Applicant proposes to dedicate a portion of its property to the City to be used in two ways. First, the Applicant proposes to dedicate to the City a sufficient amount of property for a new alley that will connect the remaining portion of Abbott Court westward to Bryon Avenue. The amount of this dedication is 2,543 square feet. The Applicant will also dedicate to the City a sufficient amount of property for what will be used to construct a bioswale. The amount of this dedication is 2,198 square feet. In combination, both areas total 4,741 square feet, which is greater than the square footage obtained by the Applicant through the proposed vacation process.

In summary, at the beginning of the vacation process, the area of the assemblage is 53,980 square feet. Once the square footage of the alleys being vacated is added to the assemblage and then the square footage amount being dedicated to the City is subtracted, the area of the assemblage is reduced to 53,762 square feet. This represents a net loss of square footage and, therefore, a loss of development rights for the applicant. Based upon the foregoing described loss in development rights, the Applicant's motivation in seeking the vacation of these alleys is to have a more efficient building and not to obtain a greater amount of development rights.

Accordingly, the public benefit analysis is not based on increased development rights because the Applicant is actually losing development rights rather than obtaining them by undergoing the vacation process. The Applicant is proposing to construct a bioswale which represents an innovative way to handle the stormwater drainage. The Applicant has valued such construction in excess of \$350,000.

BIOSWALE DESCRIPTION AND SCOPE OF WORK

Bioswales can improve stormwater runoff water quality by allowing solids and other pollutants to settle out of the water naturally in the bioswale depressions and the engineered soils beneath the surface of the basin rather than passing into storm sewers and eventually the waterways and ecosystems.

The proposed Bioswale will consist of landscape elements designed to concentrate or remove debris and pollution out of surface runoff water. The Alley Dedication will be immediately to the north of the Bioswale and will be sloped to maximize drainage into the Bioswale (Exhibit D).

Public Works is currently working with the applicant to expand the public benefit package in different ways and will give a verbal report at the City Commission meeting on July 31, 2019.

CONCLUSION

The Administration, recommends approval of the vacation at Second Reading Public Hearing on July 31, 2019.

Legislative Tracking

Public Works

Sponsor

Commissioner Joy Malakoff

ATTACHMENTS:

Description

- Exhibit A Abbott Court Vacated ROW Survey UPDATED
- Exhibit B Normandy Beach Court Vacated ROW Survey) UPDATED
- Exhibit C Dedicated ROW Survey Draft (New City Alley) UPDATED
- Exhibit D-a- Conceptual_Water-Sewer-Drainage_Plan
- Exhibit E Planning Analysis
- Exhibit "F" _ Appraisal
- ROW_Vacation_Plan
- Letter of intent
- Opinion_of_Title
- Feasibility study Conceptual_Water-Sewer-Drainage_Plan
- Scope Bioswale_only_-_5.16.19
- 2nd reading reso

EXHIBIT "A"

LEGAL DESCRIPTION: Right of Way (To be Vacated)

A portion of a 20' Alley also known as Abbott Court lying adjacent to Lots 1, 2, 3, 4, 11, 12, 13, 14, 15, 16, 17 and 18, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 1; thence S 02°21'31" E along the East line of said Lots 1, 2, 3 and 4, also being the West right of way line of a 20' Alley also known as Abbott Court for 166.44 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 25°49'29" W; thence Southeasterly along a 37.90 foot radius curve leading to the right through a central angle of 61°49'00" for an arc distance of 40.89 feet to a non-tangent point; thence N 02°21'31" W along the West line of said Lots 11, 12, 13, 14, 15, 16, 17 and 18, also being the East right of way line of said 20' Alley also known as Abbott Court for 199.87 feet to the Northwest corner of said Lot 18; thence S 87°35'51" W along the Westerly projection of the South right of way line of 72nd Street for 20.00 feet to the Point of Beginning.

Containing 3,521 Square Feet more or less.

SURVEYOR'S NOTES:

- This site lies in Section 11, 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°21'42" W for the West right of way line of Abbott Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- 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 #2019-041.

CERTIFICATION TO:

City of Miami Beach

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 19, 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

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

Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
REV.1	090735
Plotted:	7/19/19 10:45a

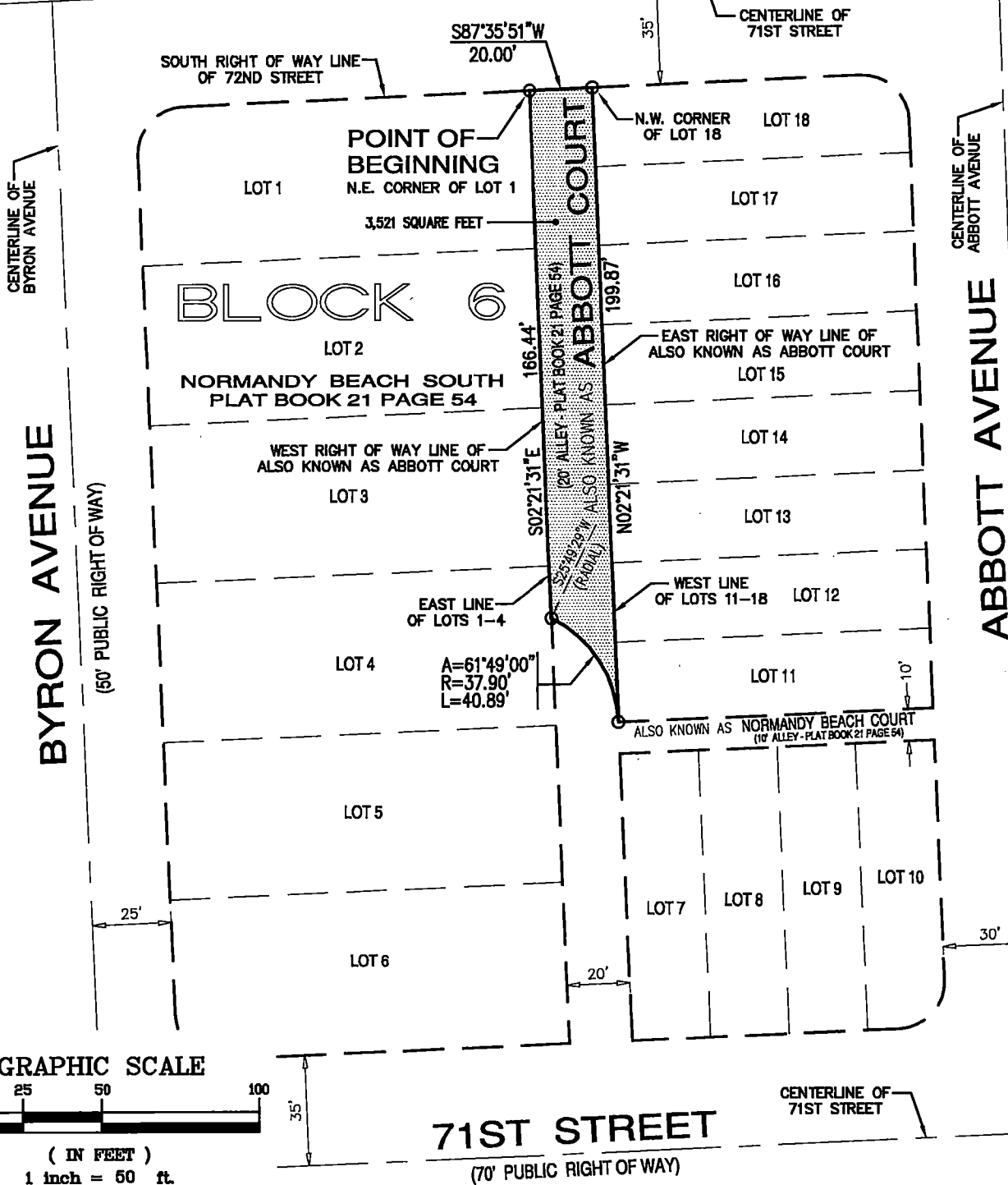
LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax: 305-653-7192 Email fls@flssurvey.com

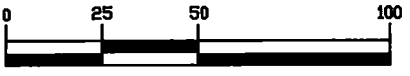
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Scale	NOT TO SCALE
Job. No.	190398
Dwg. No.	1019-022-2
Sheet	1 of 3

72ND STREET (70' PUBLIC RIGHT OF WAY)

EXHIBIT "A"



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

71ST STREET

(70' PUBLIC RIGHT OF WAY)

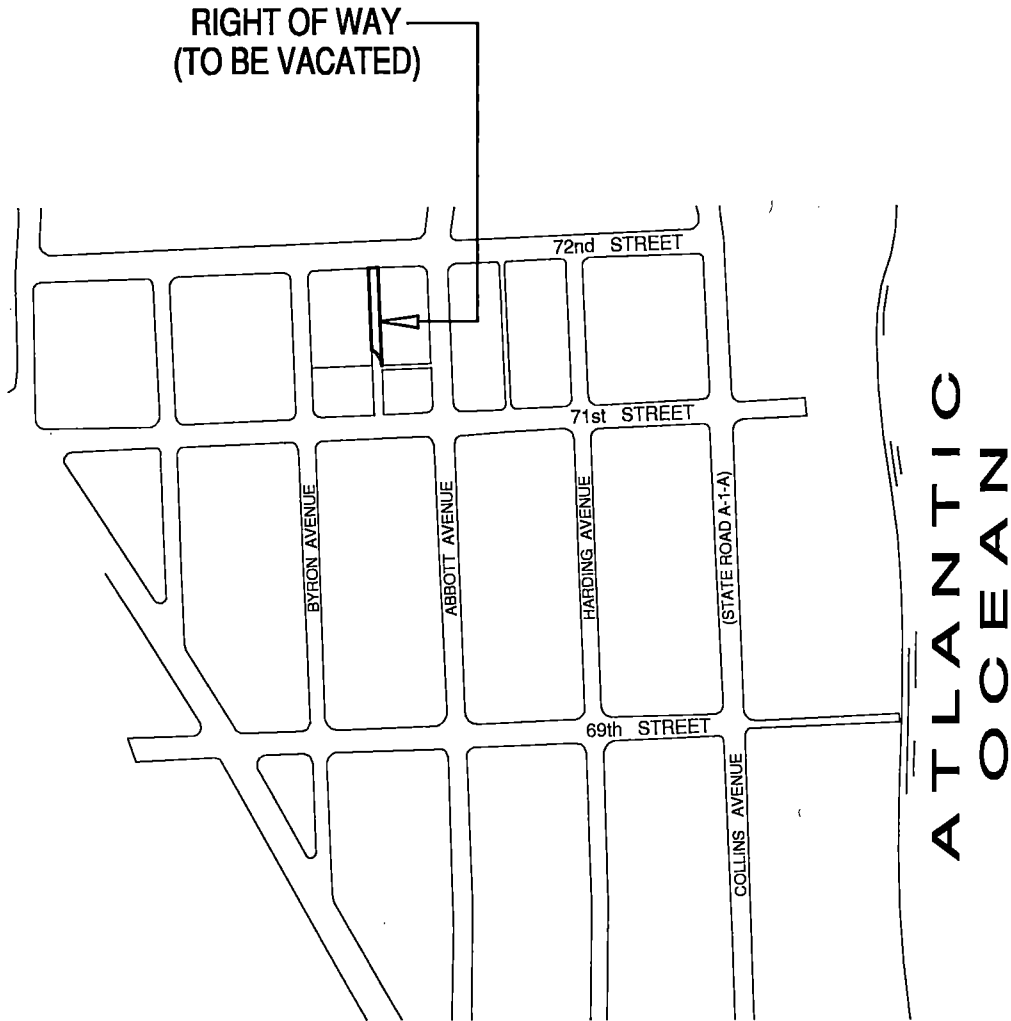
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SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
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Date	7/19/19
Scale	1"=50'
Job. No.	190398
Dwg. No.	1019-022-2
Sheet	2 of 3

EXHIBIT "A"



Drawn By	MAP
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	REV.1 090735
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LOCATION SKETCH

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 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax: 305-653-7128 Email fls@flssurvey.com

Date	7/19/19
Scale	NOT TO SCALE
Job. No.	190398
Dwg. No.	1019-022-2
Sheet	3 of 3

EXHIBIT "B"

LEGAL DESCRIPTION: Right of Way (To be Vacated)

All of a 10' Alley also known as Normandy Beach Court lying adjacent to Lots 7, 8, 9 10 and 11, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 10; thence S 87°34'52" W along the North line of said Lots 7, 8, 9 and 10 for 100.01 feet to the Northwest corner of said Lot 7; thence N 02°21'31" W along the Northerly projection of the East right of way line of a 20' Alley also known as Abbott Court for 10.00 feet to the Southwest corner of said Lot 11; thence N 87°34'52" E along the South line of said Lot 11 for 100.01 feet to the Southeast corner of said Lot 11; thence S 02°21'42" E along the Southerly projection of the West right of way line of Abbott Avenue for 10.00 feet to the Point of Beginning.

Containing 1,000 Square Feet more or less.

SURVEYOR'S NOTES:

- This site lies in Section 11, 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°21'42" W for the East right of way line of Abbott Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- 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 #2019-041.

CERTIFICATION TO:

City of Miami Beach

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 19, 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

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

Daniel C Fortin
Digitally signed by Daniel C Fortin
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Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
REV.1	090735
Plotted:	7/19/19 10:45a

LEGAL DESCRIPTION, NOTES & CERTIFICATION
FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax: 305-653-7152 Email fls@flsurvey.com

Date	7/19/19
Scale	NOT TO SCALE
Job. No.	190398
Dwg. No.	1019-022-3
Sheet	1 of 3

72ND STREET (70' PUBLIC RIGHT OF WAY)

EXHIBIT "B"



CENTERLINE OF BYRON AVENUE

BYRON AVENUE
(50' PUBLIC RIGHT OF WAY)

(50' PUBLIC RIGHT OF WAY)

BLOCK 6

LOT 2
NORMANDY BEACH SOUTH
PLAT BOOK 21 PAGE 54

ABBOTT COURT
(20' ALLEY - PLAT BOOK 21 PAGE 64)
ALSO KNOWN AS ABBOTT COURT

EAST RIGHT OF WAY LINE OF
ALSO KNOWN AS ABBOTT COURT

CENTERLINE OF ABBOTT AVENUE

WEST RIGHT OF WAY LINE
OF ABBOTT AVENUE

(60' PUBLIC RIGHT OF WAY)

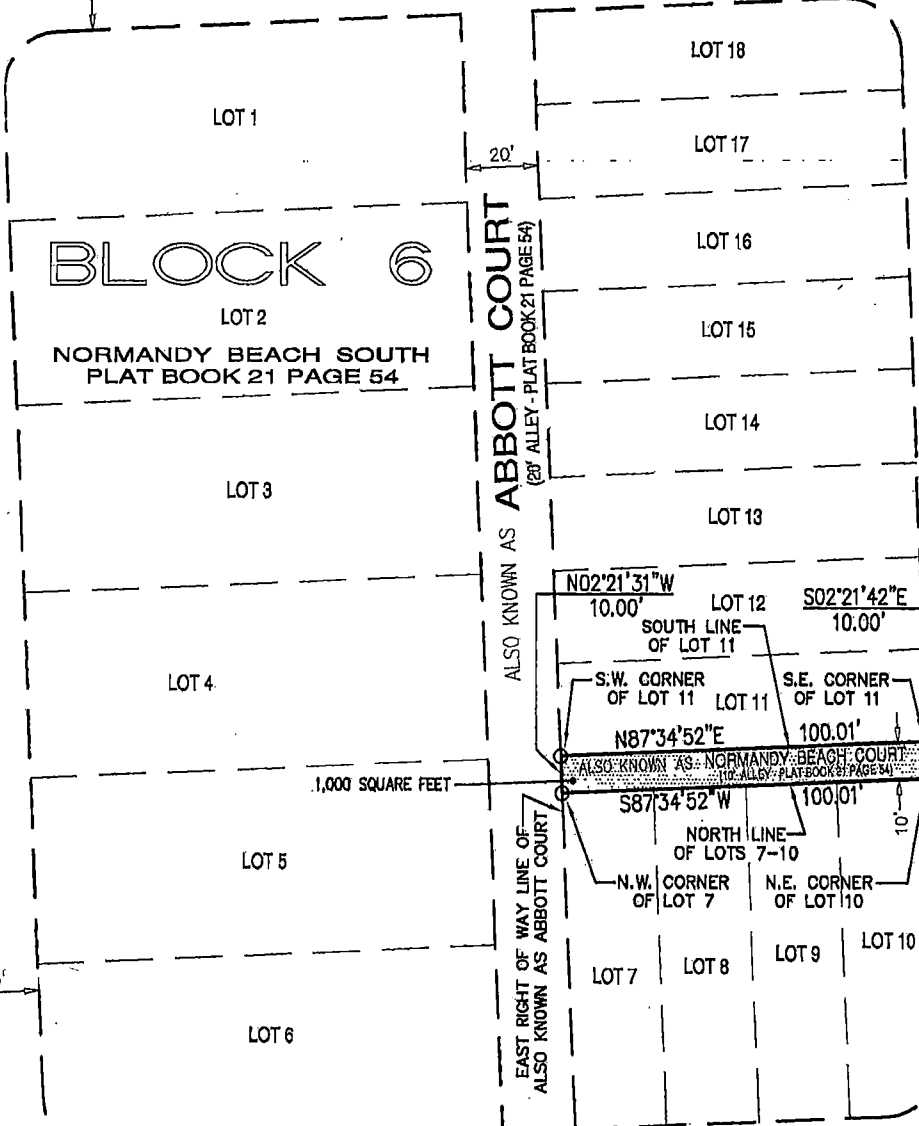
ABBOTT AVENUE

CENTERLINE OF 71ST STREET

CENTERLINE OF 71ST STREET

71ST STREET

(70' PUBLIC RIGHT OF WAY)



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

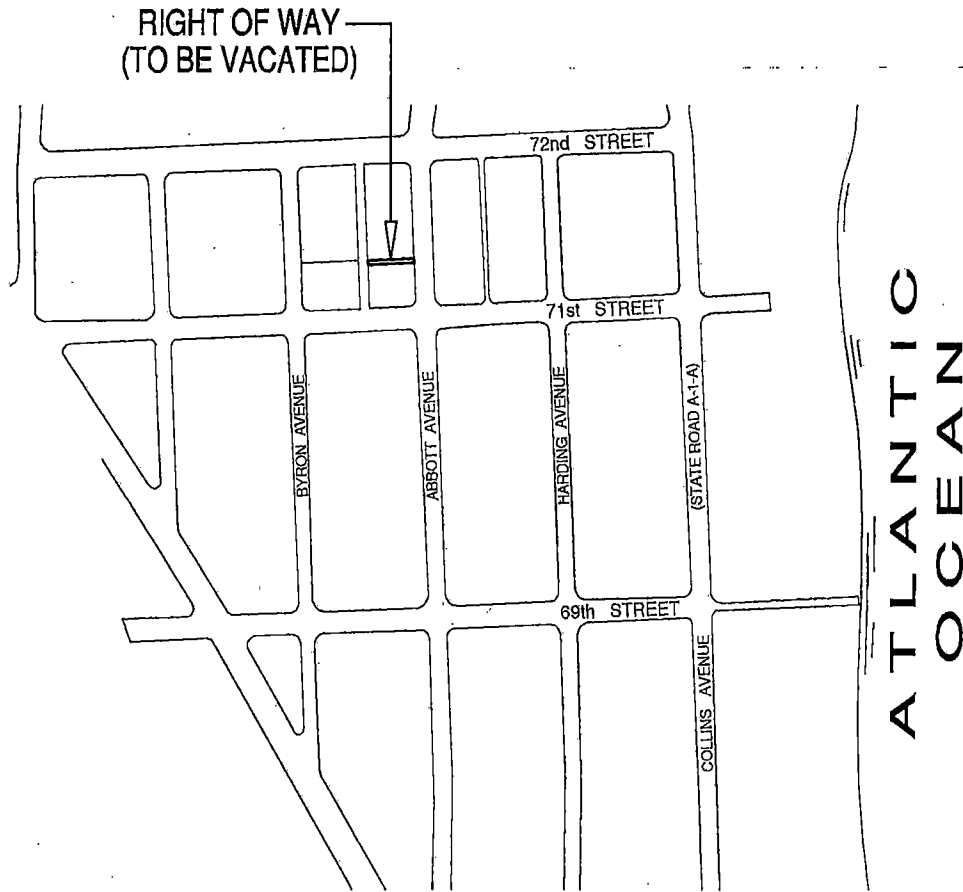
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Cad. No.	190398
Ref. Dwg.	2019-041
REV.1	090735
Plotted:	7/19/19 10:45a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
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Date	7/19/19
Scale	1"=50'
Job. No.	190398
Dwg. No.	1019-022-3
Sheet	2 of 3

EXHIBIT #B



Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
REV.1	090735
Plotted:	7/19/19 10:45a

LOCATION SKETCH

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 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
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Date	7/19/19
Scale	NOT TO SCALE
Job. No.	190398
Dwg. No.	1019-022-3
Sheet	3 of 3

EXHIBIT "C"

LEGAL DESCRIPTION: Right of Way (To be Dedicated)

A portion of Lot 4, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 4, the following two (2) courses being along the West line of said Lot 4, also being the East right of way line of Byron Avenue; 1) thence N 02°21'18" W for 18.00 feet to the Point of Beginning; 2) thence continue N 02°21'18" W for 20.00 feet; thence N 87°34'53" E for 107.07 feet to a point of curvature; thence Southeasterly along a 37.90 foot radius curve leading to the right through a central angle of 28°14'36" for an arc distance of 18.68 feet to a non-tangent point; thence S 02°21'31" E along the East line of said Lot 4, also being the West right of way line of a 20' Alley also known as Abbott Court for 33.41 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 87°38'29" W; thence Northwesterly along a 17.90 foot radius curve leading to the left through a central angle of 90°03'36" for an arc distance of 28.14 feet to a point of tangency; thence S 87°34'53" W for 107.09 feet to the Point of Beginning.

Containing 2,543 Square Feet more or less.

SURVEYOR'S NOTES:

- This site lies in Section 11, 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°21'42" W for the West right of way line of Abbott Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- 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 #2019-041.

CERTIFICATION TO:

City of Miami Beach

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 19, 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

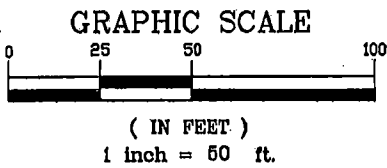
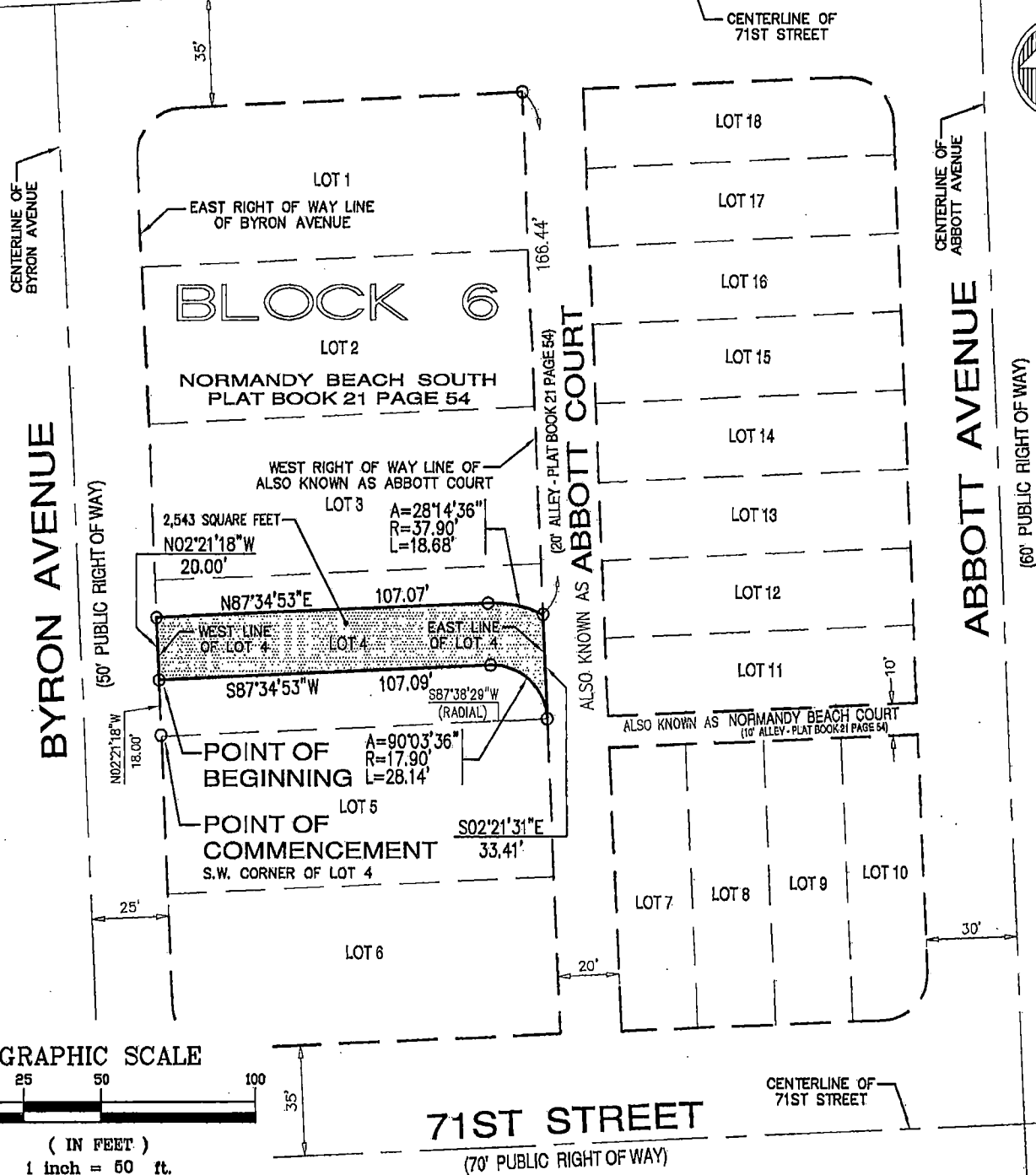
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Unaffiliated Individual, cn=Daniel C
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Date: 2019.07.19 12:08:28 -04'00'

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

Drawn By MAP Cad. No. 190398 Ref. Dwg. 2019-041 REV.1 090735 Plotted: 7/19/19 10:45a	LEGAL DESCRIPTION, NOTES & CERTIFICATION FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th. Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax: 305-653-7162 / Email: fls@flssurvey.com	Date 7/19/19 Scale NOT TO SCALE Job. No. 190398 Dwg. No. 1019-022-1 Sheet 1 of 3
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72ND STREET (70' PUBLIC RIGHT OF WAY)

EXHIBIT "C"



Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
REV.1	090735
Plotted:	7/19/19 10:45a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
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Date	7/19/19
Scale	1"=50'
Job. No.	190398
Dwg. No.	1019-022-1
Sheet	2 of 3

EXHIBIT "C"

RIGHT OF WAY
(TO BE DEDICATED)

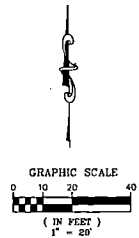
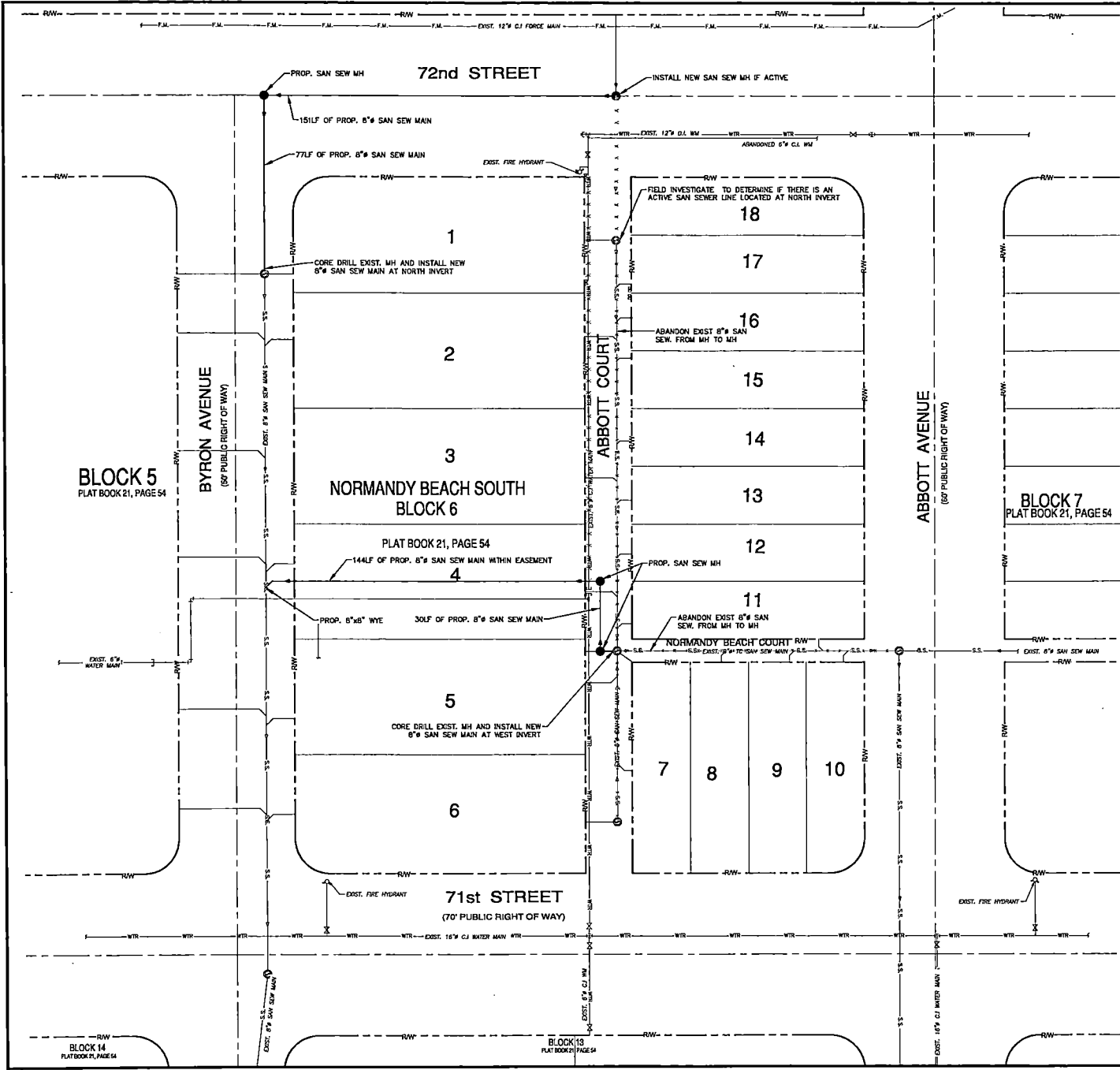


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Cad. No.	190398
Ref. Dwg.	2019-041
	REV.1 090735
Plotted:	7/19/19 10:45a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
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Sheet	3 of 3



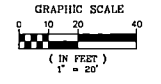
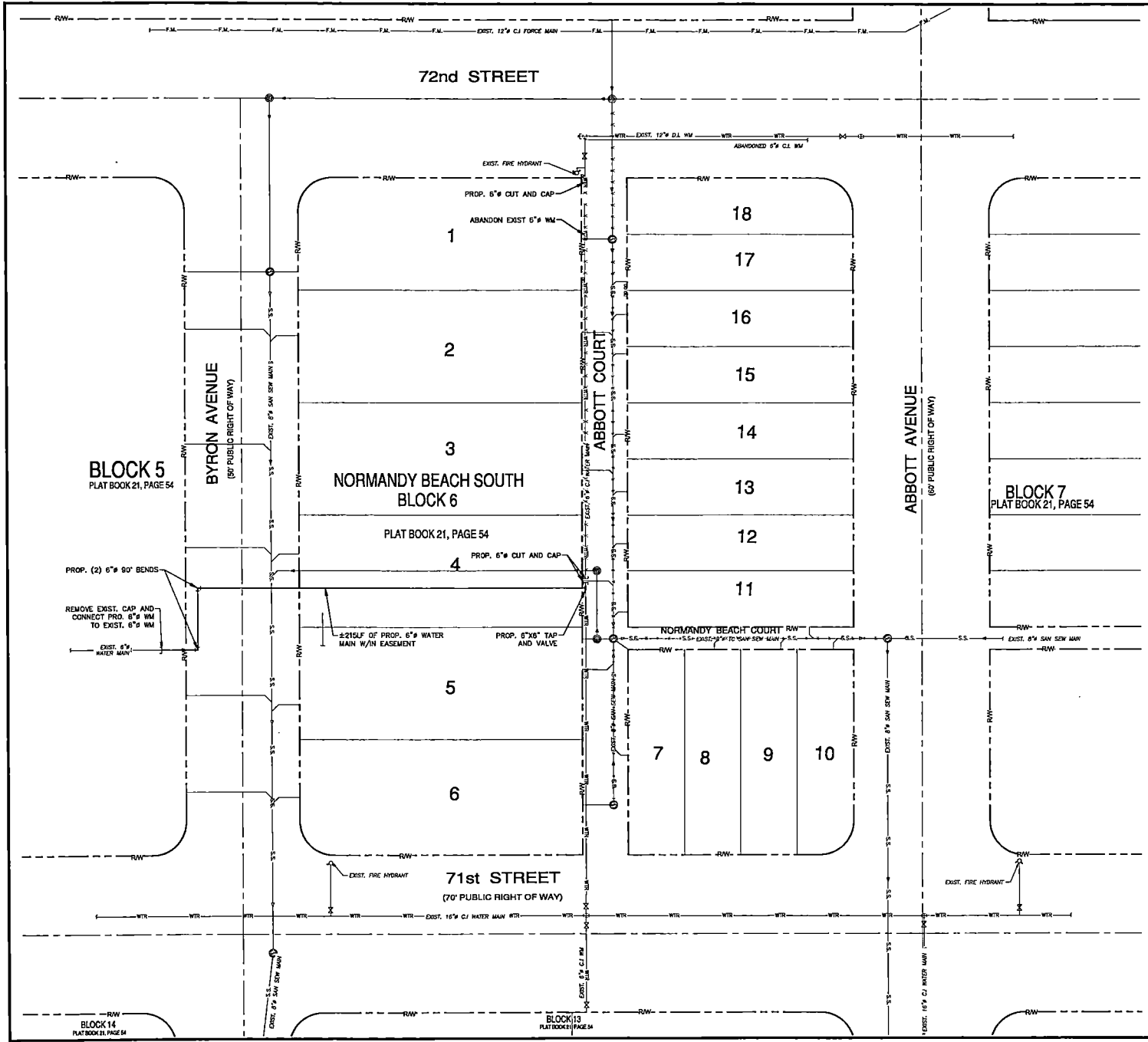
- LEGEND:**
- RW- -R- R/W LINE / PROPERTY LINE
 - C- CENTER LINE
 - WTR- EXISTING WATER MAIN LINE
 - S.S.- EXISTING SAN. SEW. MAIN LINE
 - X-X-X-X-X EXISTING WATER VALVE
 - PROP. SAN. SEW. MANHOLE

LIST OF QUANTITIES

EXIST. 8" SAN SEWER MAIN TO BE ABANDONED =	438.0'
PROP. 8" SAN SEWER MAIN =	402.0'
TOTAL NUMBER OF PROP. SAN SEW MANHOLE =	4
TOTAL NUMBER OF PROP. 8" X 8" WYE =	1

NORTH BEACH
 OUTSIDE CONCEPTUAL SEWER PLAN
 ENGINEER OF RECORD
 WALTER J. LUKAS, P.E.
 LICENSE NO. 01717
 DATE: Apr 22, 2010
 SCALE: AS SHOWN
 DESIGNED BY:
 DRAWN BY:
 CHECKED BY:
 CAD FILE:
 PROJECT NO.: 2010-0321-12
 Dwg. No.:
 SHEET: C100

Call 811 or www.call811.com for full
 coverage of public utility lines. Call 811
 before you dig.



LEGEND:

- R/W LINE / PROPERTY LINE
- - - - - CENTER LINE
- WTR- EXISTING WATER MAIN LINE
- S.S.- EXISTING SAN. SEW. MAIN LINE
- X-X-X-X-X- EXISTING WATER VALVE
- PROP. SAN. MANHOLE

LIST OF QUANTITIES

EXIST. 6" CI WATER MAIN TO BE ABANDONED = 177.0'

PROP. 6" WATER MAIN = 215.0'

TOTAL NUMBER OF PROP. 6" CAP = 3

Revision Description

No. Dfns

NORTH BEACH

OUTSIDE CONCEPTUAL WATER PLAN

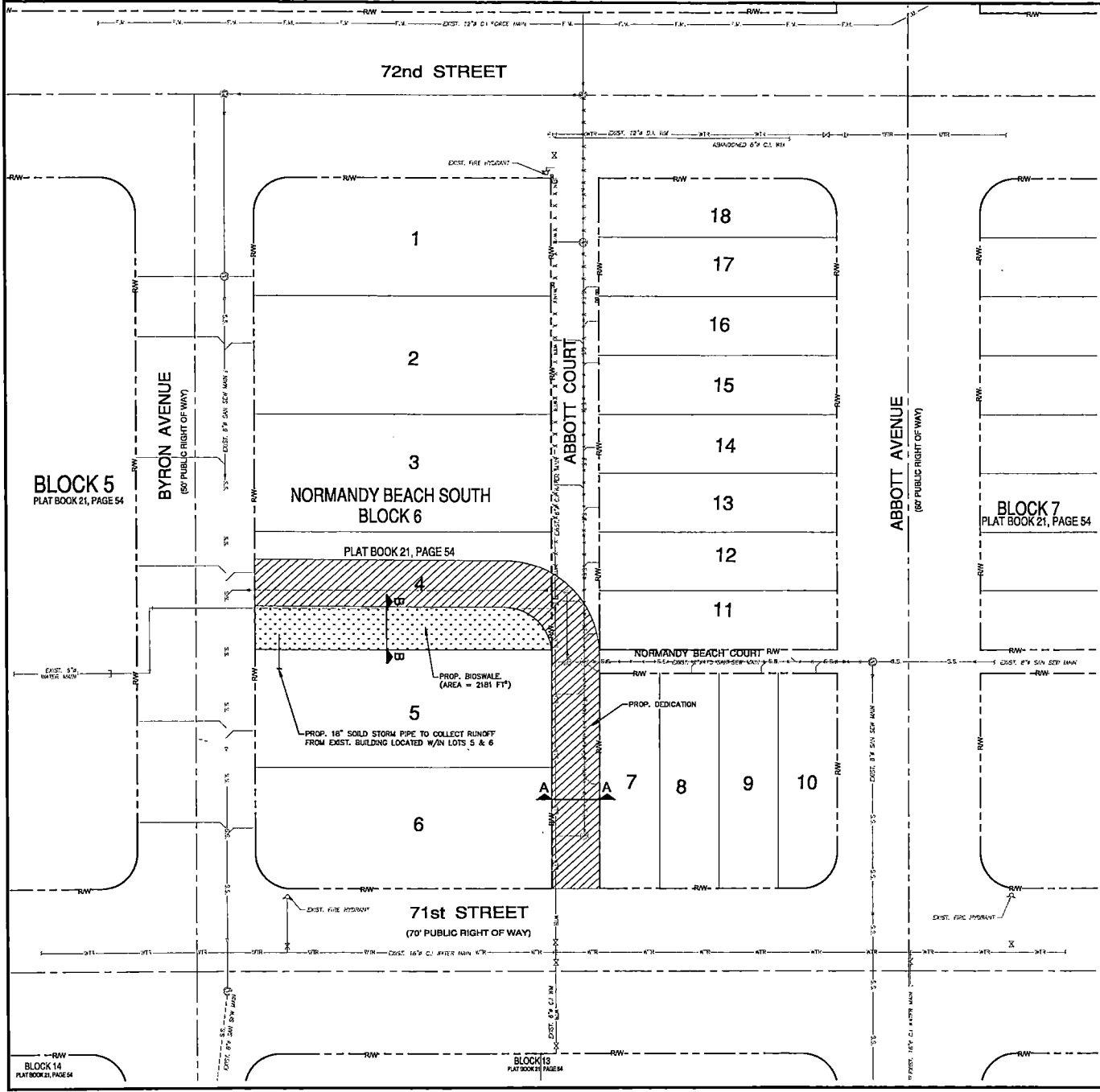
ENGINEER OF RECORD



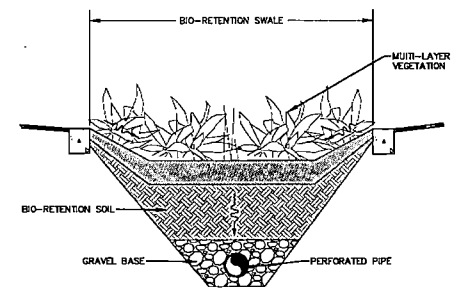
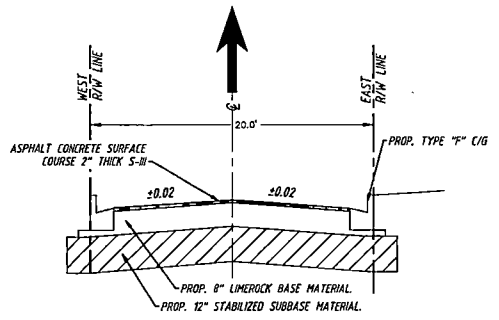
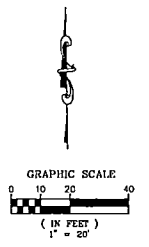
Date: Apr 22, 2010
 Scale: AS SHOWN
 Designed By:
 Drawn By:
 Checked By:
 CAD File:

Project No.: 2010-0321-12
 Dwg. No.:
 Sheet: C101





- LEGEND:**
- RW- - - - - R/W LINE / PROPERTY LINE
 - C- - - - - CENTER LINE
 - WM- - - - - EXISTING WATER MAIN LINE
 - SS- - - - - EXISTING SAN. SEW. MAIN LINE



Revision Description

Date	

**NORTH BEACH
CONCEPTUAL PAVING GRADING AND
DRAINAGE PLAN**

ENGINEER OF RECORD
WALTER LUGO, P.E.
REGISTERED PROFESSIONAL ENGINEER



Date: Apr 22, 2019
 Scale: AS SHOWN
 Designed By:
 Drawn By:
 Checked By:
 CAD File:

Project No.: 2019-0321-12
 Drawg. No.:
 Sheet: C200



EXHIBIT “B”



CFN 2019R0756650
 DR BK 31715 Pgs 398-431 (34Pgs)
 RECORDED 12/05/2019 12:44:15
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

DOCUMENT COVER PAGE

For those documents not providing the required 3 x 3 inch space on the first page, this cover page must be attached.

An additional recording fee for this page must be remitted.

(Space above this line reserved for recording office use)

Document Title:
 (Mortgage, Deed, Etc.)

Agreement

Return Document To / Prepared By:

Rule 2.520 (d) On all ... documents prepared ... which are to be recorded in the public records of any county ... a 3 - inch by 3 - inch space at the top right-hand corner on the first page and a 1 - inch by 3 - inch space at the top right-hand corner on each subsequent page shall be left blank and reserved for use by the clerk of court.



This instrument was prepared by (record and return to):

Michael W. Larkin, Esq.
Bercow Radell Fernandez & Larkin, PLLC
200 S. Biscayne Boulevard, Suite 850
Miami, Florida 33131
(305) 374-5300

(Space reserved for Clerk)

VACATION AGREEMENT

THIS VACATION AGREEMENT (the "Agreement") is made and entered into as of the 18th day of November 2019, by and among the City of Miami Beach, a Florida municipal corporation (the "City"), and Abbott Avenue Partners, LLC, a Florida limited liability company; Pumps at 71, LLC, a Florida limited liability company; and 7433 Collins Ave Corp., a Florida corporation (collectively the "Developer"):

Recitals

A. The property that is the subject of this Agreement lies in the City of Miami Beach, Miami-Dade County, Florida

B. The Developer owns the properties located at 7117 Byron Avenue, 7135 Byron Avenue, 7134 Abbott Avenue, 430 72nd Street, 7140 Abbott Avenue, 7136 Abbott Avenue, 7124 Abbott Avenue, 7120 Abbott Avenue, and 409 71st Street, Miami Beach, Florida, and more particularly described in "Exhibit A" attached (collectively the "Developer's Parcels") and currently intends to develop the Project thereon. The City of Miami Beach holds a right-of-way dedication to a 20 foot wide public right-of way known as Abbott Court, running parallel to Abbott Avenue, between Abbott Avenue and Byron Avenue, between 71st Street and 72nd Street ("Abbott Court Right-of-Way Property") and a dedication to a 10 foot wide public right-of-way known as Normandy Beach Court, running east from Abbott Court and parallel to 71st Street, between 71st and 72nd Street ("Normandy Beach Court Right-of-Way Property"), more particularly described in "Exhibit B" attached.

C. Developer seeks to have the City vacate the north approximate 125 feet of the Abbott Court Right-of-Way Property located between Developer's Parcels, for the entire 20 foot width thereof, and the entirety of the Normandy Beach Court Right-of-Way Property (the



“Vacation Parcel”). The remainder of the Abbott Court Right-of-Way Property will not be vacated. Developer has requested that the City vacate the Vacation Parcel in order to incorporate such Vacation Parcel, (including, without limitation, the Floor Area Ratio (“FAR”) attributable thereto) into the Project, subject to the conditions and restrictions as set forth herein. See Exhibit B.

D. Developer will dedicate to the City for use by the public the southern 40 feet of 7117 Byron Avenue, consisting of approximately 4,741 square feet (the “Dedicated Parcel”), with approximately 2,543 square feet to be dedicated for public use as an alley for pedestrian and vehicular travel (the “New City Alley”), and the remaining approximately 2,198 square feet to be dedicated for development and use as a new stormwater retention area, and improved as a bioswale containing landscape elements designed to concentrate or remove debris and pollution out of surface runoff water, with the design and construction of such improvements having a value of approximately \$357,000 (the “Bioswale Improvements”). The floor area with regard to the Dedicated Parcel will remain with the Dedicated Parcel and not be transferred to the Developer’s Parcel. See Exhibit C.

E. From and after the Vacation Parcel Closing Date, the resulting land owned by the Developer will be the Vacation Parcel combined with the Developer’s Parcels less the Dedicated Parcel. The resulting land owned by the Developer shall be known as the “Property”.

F. The City is a Florida municipal corporation with powers and authority conferred under the Florida Constitution, the Municipal Home Rule Powers Act, Florida Statutes and the Miami Beach City Charter and Code of Ordinances. The City has all governmental, corporate and proprietary powers to enable it to conduct municipal government, perform municipal and governmental functions, and render municipal services, including the authority to adopt, implement and enforce (together with any other required governmental approvals) comprehensive plans, zoning ordinances, redevelopment plans, and other police power and legislative measures necessary to assure the health, safety and general welfare of the City and its inhabitants.

G. Having fully considered this Agreement and approved the vacation and dedication at two duly noticed public hearings in compliance with Section 82-37 of the Code; and having further determined that it is in the City’s best interest to address the issues covered by this Agreement in a comprehensive manner, in compliance with all applicable laws, ordinances, plans, rules and regulations of the City, the City has agreed to enter into this Agreement with the Developer.



H. The City has determined that the Project, the dedication of the Dedicated Parcel, the vacation of the Vacation Parcel, and the Voluntary Contribution will benefit the City and the public.

I. All capitalized terms used in the Recitals are defined in Section 3 or elsewhere in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitations. The foregoing Recitals are true and correct and are incorporated herein by this reference.

2. Authority. This Agreement is entered into pursuant to the authority and procedures provided in Sections 82-36 through 82-40 of the Code.

3. Definitions. All capitalized terms in this Agreement shall have the definitions set forth in this Section 3.

3.1 "Abbott Court Right-of-Way Property" shall have the meaning set forth in Recital B.

3.2 "Bioswale Improvements" shall have the meaning set forth in Recital D.

3.3 "Building Permit" shall mean a permit issued by the designated building official, his designee or authorized agency or department of the City which allows a building or structure to be erected, constructed, demolished, altered, moved, converted, extended, enlarged, or used, for any purpose, in conformity with applicable codes and ordinances.

3.4 "City" shall mean the City of Miami Beach, a Florida municipal corporation, having its principal offices at 1700 Convention Center Drive, Miami Beach, Florida 33139. In all respects hereunder, City's obligations and performance is pursuant to City's position as the holder of the right of way dedication for the Abbott Court Right-of-Way Property and Normandy Beach Court Right-of-Way Property, acting in its proprietary capacity. In the event City exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances (including through the exercise of the City's building, fire, code enforcement, police department or otherwise) shall be deemed to have occurred pursuant to City's regulatory authority as a governmental body and shall not be attributable in any manner to City as a party to this Agreement or in any way deemed in conflict with, or a default under, the City's obligations hereunder.



3.5 “Comprehensive Plan” shall mean the comprehensive plan which the City has adopted and implemented for the redevelopment and continuing development of the City pursuant to Chapter 163 Part II, of the Florida Statutes.

3.6 “Dedicated Parcel” shall have the meaning set forth in Recital D.

3.7 “Developer” means the person or entity undertaking the development of the Property, as defined in the preamble to this Agreement, or any permitted successors, assigns, or heirs thereof.

3.8 “Developer’s Parcels” shall have the meaning set forth in Recital B.

3.9 “Development Order” means any order granting, denying, or granting with conditions an application for a Development Permit.

3.10 “Development Permit” shall have the meaning set forth in Section 163.3221(5), Florida Statutes (2014), which includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

3.11 “Effective Date” is the date when the City records the executed Agreement in the Public Records of Miami-Dade County.

3.12 “Execution Date” is the date the last of the parties hereto executes this Agreement.

3.13 “Land Development Regulations” shall have the meaning set forth in Section 163.3221(8), Florida Statutes (2014) and shall also include, without limitation, the definition of “land development regulations” in Section 114-1 of the City Code.

3.14 “Laws” means all ordinances, resolutions, regulations, the Comprehensive Plan, Land Development Regulations, and rules adopted by a local government having jurisdiction affecting the development of land, specifically including the City’s Comprehensive Plan and the City’s Land Development Regulations.

3.15 “New City Alley” shall have the meaning set forth in Recital D.

3.16 “Normandy Beach Court Right-of-Way Property” shall have the meaning set forth in Recital B.

3.17 “Project” shall mean the construction and development on the Property of a mixed-use project with residential and retail/restaurant uses and structured parking subject to Developer’s right to amend the components of the Project.

3.18 “Property” shall have the meaning set forth in Recital E.



3.19 "Vacation Parcel" shall have the meaning set forth in Recital C.

3.20 "Vacation Parcel Closing Date" shall mean the date when the City delivers a quit claim deed to the Developer conveying City's right, title and interest in and to the Vacation Parcel, and Developer simultaneously dedicates the Dedicated Parcel, in accordance with the terms of the Vacation Resolution, and as set forth in Section 4 of this Agreement.

3.21 "Vacation Resolution" means the City's Resolution No. 2019-30928, approving, with conditions, the vacation of the Vacation Parcel.

3.22 "Voluntary Contribution" shall have the meaning set forth in subsection 4.6.

4. Vacation of Vacation Parcel and Public Benefit Contributions

4.1 The closing shall occur on a date mutually agreed upon by the Developer and the City ("Closing"), provided, however, that in no event shall the Closing be scheduled on less than ten (10) business days prior written notice to the City. Developer shall pay all City's actual costs in connection with the proposed vacation of Vacation Parcel and dedication of New City Alley, including any City closing costs, recording fees, or reasonable outside legal fees that may be incurred by the City. At the Closing, the Developer and the City shall perform the following:

(a) The City, pursuant to and subject to the terms of the Vacation Resolution, will deliver a quit claim deed to Developer, through which the City quit claims, releases and transfers unto Developer and its successors/assigns forever, all right, title, interest, claim and demand that City has in and to the Vacation Parcel, subject to the conditions of the Vacation Resolution and Developer's obligations under this Agreement.

(b) Developer will, subject to City's delivery of the quit claim deed pursuant to Section 4.1(a), dedicate to the City for use by the public the Dedicated Parcel, consisting of approximately 4,741 square feet, with approximately 2,543 square feet to be dedicated for public use for the New City Alley for pedestrian and vehicular travel, and the remaining approximately 2,198 square feet to be dedicated for the Bioswale Improvements. See Exhibit C.

4.2 Developer shall complete, in all material respects, the design, permitting and construction of the Bioswale Improvements and New City Alley, with the design and construction thereof subject to approval by the City's Public Works Director (or his or her designee), at Developer's sole cost and expense, prior to the issuance of the Temporary Certificate of Occupancy for the Project. Developer shall direct the construction process and be responsible for entering into all contracts necessary for the construction of the Bioswale Improvements and New City Alley. Developer shall secure all required permits and approvals for the Bioswale Improvements and New City Alley on its own behalf and, to the extent appropriate, on behalf of the City and with the City's cooperation. Any approval, consent, or joinder required



from the City (in its proprietary capacity) shall be given to Developer within fifteen (15) days of the request by Developer, unless, within that time, City provides Developer with a written statement setting forth in detail the City's reasons for not so providing, or otherwise conditioning Developer's request, including, without limitation, in the event that the City requires additional time for the City Commission or the applicable City board to consider Developer's request.

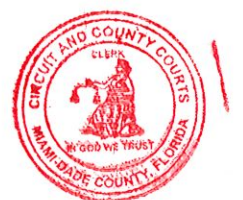
(a) Notwithstanding any provision to the contrary herein, in no event shall Developer commence construction work for the Bioswale Improvements or New City Alley until (i) the plans and specifications for any such work (including modifications to previously approved plans and specifications) have been approved by the Public Works Director or designee, such approval not to be unreasonably withheld; (ii) Developer has delivered to the City a certificate of insurance naming the City as an additional insured on its construction contractor's general liability insurance policy (which policy shall have minimum limits of \$2 million per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability).

4.3 In the event the actual costs to complete the Bioswale Improvements and New City Alley exceed Developer's estimated costs, whether due to unforeseen conditions or for any other reason whatsoever, Developer shall be solely responsible for all such costs, as may be required to complete the Bioswale Improvements and New City Alley. In no event shall City be responsible for paying or otherwise reimbursing Developer for any costs to design, develop or construct the Bioswale Improvements and New City Alley.

4.4 Warranty. Developer shall cause for its construction contractor to warrant the work for the Bioswale Improvements and New City Alley for a period of one (1) year following substantial completion thereof. Developer shall promptly correct, or cause to be corrected, all defective or non-conforming work discovered within any warranty period, without cost to the City. In the event that any aspect of the work is not proceeding in accordance with the approved plans, or if the quality of the construction is materially deficient, then the City, through its Public Works Director or his designee, shall promptly notify the Developer in writing, specifying any deviations from the approved plans and/or any significant deficiencies in the construction of the work. The Developer shall have a reasonable period of time in which to cure the noted deficiencies.

4.5 As part of the design and construction of the Bioswale Improvements and New City Alley, Developer shall be responsible, at Developer's sole cost and expense, for the relocation of any underground utilities located within the City Alleys and the New City Alley, as may be necessary for the Project.

4.6 Developer has offered a voluntary public contribution of \$25,000.00 to the City to pay for the installation of security cameras on the external façade of the building, and shall grant to the City a perpetual, exclusive easement for installation and use of an antennae on the rooftop of the Project, with no additional rent, use payments or other monetary consideration whatsoever due to Developer (or its successors/assigns) for the easement rights granted to the City (the "Voluntary Contribution"). At the latest, Developer shall make payment



of the \$25,000 contribution and execute the easement in favor of the City, in form and content acceptable to the City, prior to the issuance of the TCO for the Project.

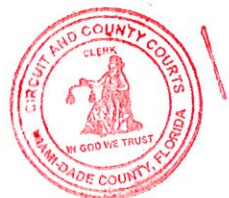
4.7 City shall not issue a Temporary Certificate of Occupancy or final Certificate of Occupancy for the Project until Developer has satisfied all of the conditions in the Vacation Resolution and obligations of the Developer under this Agreement.

5. Applications for Development Approvals and Development Permits. As soon as reasonably possible, following the Effective Date of this Agreement, the Developer will initiate and diligently pursue all applications for Development Orders and Development Permits that were not previously initiated. The City shall process all Development Permit and Development Order applications in a timely fashion and join in application(s) as may be necessary. Notwithstanding the foregoing, Owner shall be solely responsible for obtaining all final, non-appealable Development Orders and Development Permits for the Project. No extension of any time period herein shall be deemed to be an extension of any time periods contained within the Development Permits or Development Orders.

6. "As Is" Condition. Developer agrees to accept the Vacation Parcel in its "AS IS" and "WHERE IS" condition "WITH ALL FAULTS" and latent or patent defects, and without any representation or warranty by the City of any kind, express or implied, or arising by operation of law. Any information provided by the City to the Developer or to Developer's contractors relating to the Bioswale Improvements, New City Alley, and/or existing conditions upon, about, beneath or adjacent to the Vacation Parcel or the site where the Bioswale Improvements or New City Alley will be constructed, including, without limitation, any geotechnical or environmental reports, or other information pertaining to subsurface exploration and conditions, borings, test pits, tunnels, as-built drawings and other conditions affecting such areas, are provided only for the convenience of the Developer and Developer's Contractors only, and City makes no representations as to, and assumes no responsibility for, the accuracy, sufficiency or completeness of any such information.

7. Compliance with Local Regulations Regarding Development Permits. This Agreement is not and shall not be construed as a Development Permit, approval or authorization to commence any development, fill, or other land modification. The Developer and the City agree that the failure of this Agreement to address a particular permit, approval, procedure, condition, fee, term or restriction in effect on the Execution Date of this Agreement shall not relieve Developer of the necessity of complying with the regulation governing said permitting requirements, conditions, fees, terms or restrictions, subject to the terms of Section 16 of this Agreement.

8. Reservation of Rights. This Agreement shall not affect any rights that may have accrued to any party to this Agreement under applicable laws and each party hereto reserves any and all of such rights.



9. City's Representative. The City's Director of Public Works shall be the City's Representative for all purposes under this Agreement. The City's Representative may include any duly authorized representatives designated in writing by the City's Director of Public Works with respect to any specific matter(s) concerning this Agreement.

10. Inspection. The City has the right (but not the obligation) to regularly inspect and monitor the design, permitting and construction process with respect to the Bioswale Improvements and New City Alley, for general conformance and compliance with the intent of this Agreement, the approved plans, or applicable laws, provided, however, that City's failure to monitor any aspect of the work shall not relieve Developer of its obligations to perform and deliver the work in accordance with this Agreement, the approved plans, and applicable laws.

11. Reverter. The Developer agrees that the City's quit claim deed for the City Alleys shall contain a reverter clause, to provide for the Vacation Parcel to revert back to the City in the event the Developer fails to satisfy all conditions of this Agreement, and with such reverter being without prejudice to any other rights or remedies that may be available to the City in the event the Developer fails to satisfy the conditions of the Vacation Resolution.

12. Default.

12.1 Default by Developer. Each of the following shall be an "Event of Default" by Developer:

(i) If Developer shall fail to observe or perform any material term, covenant or condition of this Agreement on Developer's part to be observed or performed and Developer shall fail to cure or remedy the same within ten (10) days of Developer's receipt of written notice from the City, with respect to monetary defaults, or within thirty (30) days of Developer's receipt of written notice from the City with respect to non-monetary defaults (each, a "Default Notice"). If such non-monetary default is susceptible to cure but cannot reasonably be cured within said thirty (30) day period, then Developer shall have an additional sixty (60) day period to cure such failure and no Event of Default shall be deemed to exist hereunder so long as Developer commences such cure within the initial thirty (30) day period and diligently and in good faith pursues such cure to completion within said sixty (60) day period, subject to force majeure in Section 19.

(ii) If Developer shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof or if all or a substantial part of the assets of Developer are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come into the possession of any receiver, trustee, custodian or assignee for the benefit of creditors.



In the event the City shall claim any Event of Default shall have occurred hereunder, the City's Default Notice shall state with specificity the provisions of this Agreement under which the Default is claimed, the nature and character of such Default, the date by which such Default must be cured pursuant to this Agreement, if applicable, and, if elected by the City, that the failure of Developer to cure such Default by the date set forth in **such notice will result in the City having the right to terminate this Agreement.**

12.2 **Default by City.** Each of the following shall be an "Event of Default" by City hereunder:

(i) If City shall fail to observe or perform any material term, covenant or condition of this Agreement on City's part to be observed or performed and City shall fail to cure or remedy the same within thirty (30) days of City's receipt of written notice from the Developer (each, a "Default Notice"). If such default is susceptible to cure but cannot reasonably be cured within said thirty (30) day period, then City shall have any additional sixty (60) day period to cure such failure and no Event of Default shall be deemed to exist hereunder so long as City commences such cure within the initial thirty (30) day period and diligently and in good faith pursues such cure to completion.

(ii) If City shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a receiver or trustee or liquidator of all of its property or the major part thereof or if all or a substantial part of the assets of City are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come into the possession of any receiver, trustee, custodian or assignee for the benefit of creditors.

In the event the Developer shall claim any Event of Default shall have occurred hereunder, the Developer's Default Notice shall state with specificity the provisions of this Agreement under which the Default is claimed, the nature and character of such Default, the date by which such Default must be cured pursuant to this Agreement, if applicable, and, if elected by the Developer, that the failure of City to cure such Default by the date set forth in **such notice will result in the Developer having the right to terminate this Agreement.**

13. **Enforcement of Performance; Damages and Termination.** If an Event of Default occurs hereunder, the City or Developer, as applicable, may elect any one or more of the following remedies:

13.1 Enforce strict performance by Developer or City, as applicable;

13.2 Terminate this Agreement; or

13.3 Pursue any other remedy available to the City or Developer, as the case may be, at law or in equity.



The City's or Developer's election of a remedy hereunder with respect to any one or more Events of Default shall not limit or otherwise affect the City's or Developer's right to elect any of the remedies available to it hereunder with respect to any other Event of Default.

In the event the City or Developer elects to terminate this Agreement after an Event of Default and such termination is stayed by order of any court having jurisdiction of any matter relating to this Agreement, or by any federal or state statute, then following the expiration of any such stay, the City or Developer shall have the right, at its election, to terminate this Agreement with five (5) days' written notice to the other party, who as debtor in possession or if a trustee has been appointed, to such trustee.

14. Strict Performance; Waiver. No failure by the City or Developer to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such party by reason of the other party's default or an Event of Default hereunder shall constitute a waiver of any such default, Event of Default or of such other covenant, agreement, term or condition hereunder.

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

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

With a copy to: City of Miami Beach, City Hall
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: City Attorney

If to Developer at: Abbott Avenue Partners, LLC
2999 NE 191 Street, Suite 800
Aventura, FL 33180
Attn: Robert Finvarb

With a copy to: Michael W. Larkin, Esq.
Bercow Radell Fernandez & Larkin, PLLC
200 S. Biscayne Blvd.
Suite 300
Miami, Florida 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given



three (3) days after deposit with In the U.S. mails. The terms of this Section 15 shall survive the termination of this Agreement.

16. Governing Laws, Construction and Litigation. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The Developer and the City agree that Miami-Dade County, Florida is the appropriate and exclusive state court venue, and that the U.S. District Court, Southern Division of Florida is the appropriate and exclusive federal court venue, in connection with any litigation between the parties with respect to this Agreement. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against any of the parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded and the use of any gender shall include every other and all genders. All of the exhibits referenced in this Agreement are incorporated in, and made a part of, this Agreement. In the event of any litigation between the parties under this Agreement for a breach thereof, the prevailing party shall be entitled to reasonable attorney's fees, expenses and court costs at all trial and appellate levels. BY ENTERING INTO THIS AGREEMENT THE CITY AND DEVELOPER EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT. The terms of this Section 16 shall survive the termination of this Agreement.

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

18. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the parties hereto, their personal representatives, heirs, successors, grantees and assigns.

19. Force Majeure. Time periods will be tolled due to force majeure (strikes, lockouts, acts of God, and other causes beyond the control of either party), and delays in obtaining permits from other governmental agencies, including but not limited to development orders, development permits and construction time. This Section 19 shall survive the termination or expiration of this Agreement.

20. Indemnification of City. Developer shall defend, indemnify and hold harmless the City, its agents, servants and employees, from and against any loss, cost, expense, claim, demand or cause of action of whatever kind or nature arising out of or related to the conduct, act or omission of Developer and/or its officers, directors, officials, employees, contractors and agents, related to (i) this Agreement, (ii) City's adoption of the Vacation Resolution, (iii) the issuance of a Building Permit prior to the satisfaction of the conditions of the Vacation Resolution, and/or (iv) the Project, except not including City's gross negligence or willful misconduct. The Developer



shall directly pay all reasonable costs and expenses related to any expense or cost charged, or legal defense required by the City, using legal counsel reasonably acceptable to the City, pursuant to the foregoing. The City shall reasonably cooperate and collaborate (but at no expense to the City) with the Developer in connection with any legal proceeding in which the Developer is defending the City. This Section 20 shall survive termination or expiration of this Agreement.

21. Corporate Obligations. It is expressly understood that this Agreement and the obligations issued hereunder are solely corporate obligations, and that no personal liability will attach to, or is or shall be incurred by, the incorporators, stockholders, officers, directors, elected or appointed officials (including, without limitation, the Mayor and City Commissioner of the City) or employees, as such of Developer, any of any successor corporation or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom; and that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any of all such rights and claims against, every such incorporator, stockholder, officer, director, elected or appointed official (including, without limitation, the Mayor and City Commissioner of the City) or employee, as such, or under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom are expressly waived and released as a condition of, and as consideration for, the execution of this Agreement.

22. Police Power.

22.1 The parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing contained in this Agreement shall entitle the Developer to compel the City to take any such actions, save and except the consents, if applicable, to the filing of such applications for Development Permits or Development Orders, as more fully set forth herein, and to timely process such applications.

22.2 The parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.

23. Third Parties. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity, other than Developer and the City, any rights or remedies under, or by reason of this Agreement.



24. Conflict. In the event of an inconsistency or conflict between the terms of this Agreement and the Vacation Resolution, the terms of this Agreement shall control.

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Abbott Avenue Partners, LLC,
a Florida limited liability company

By: 
Robert Finvarb, Managing Member


Print Name: Rita Kuan


Print Name: Nindiri Rivas

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 18 day of November, 2019
by Robert Finvarb, as managing member of Abbott Avenue Partners, LLC, a Florida limited liability
company, on behalf of the company. He is personally known to me or has produced
DL as identification and who ~~did~~ did not take an oath.



Tiffannie Ramos
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG291228
Expires 1/21/2023

NOTARY PUBLIC
Typed or printed Name of Notary
My Commission expires:
Serial No., if any _____




Pumps at 71 LLC,
a Florida limited liability company


Print Name: Reta Kuan


By: 
Robert Finvarb, Managing Member


Print Name: Nindiri Rivas

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 18 day of November, 2019
by Robert Finvarb, as managing member of Pumps at 71, LLC, a Florida limited liability company,
on behalf of the company. He is personally known to me or has produced
 as identification and who did/did not take an oath.



 Tiffannie Ramos
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG291228
Expires 1/21/2023

NOTARY PUBLIC
Typed or printed Name of Notary
My Commission expires:
Serial No., if any _____



7433 Collins Ave Corp.,
a Florida corporation

By: [Signature]
Benny Klepach, Managing Member

[Signature]
Print Name: Campbell Griffin

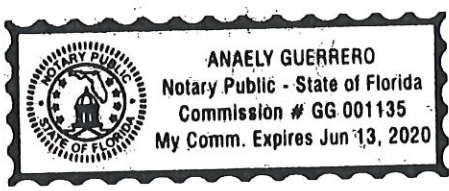
[Signature]
Print Name: Clara Klepach

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 18 day of November, 2019
by Benny Klepach, as managing member of 7433 Collins Ave Corp., a Florida corporation, on
behalf of the company. He is personally known to me or has produced
personally as identification and who did/did not take an oath.

Anaely Guerrero
NOTARY PUBLIC

Typed or printed Name of Notary
My Commission expires: Jun 13, 2020
Serial No., if any _____



Anaely



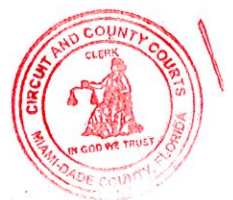


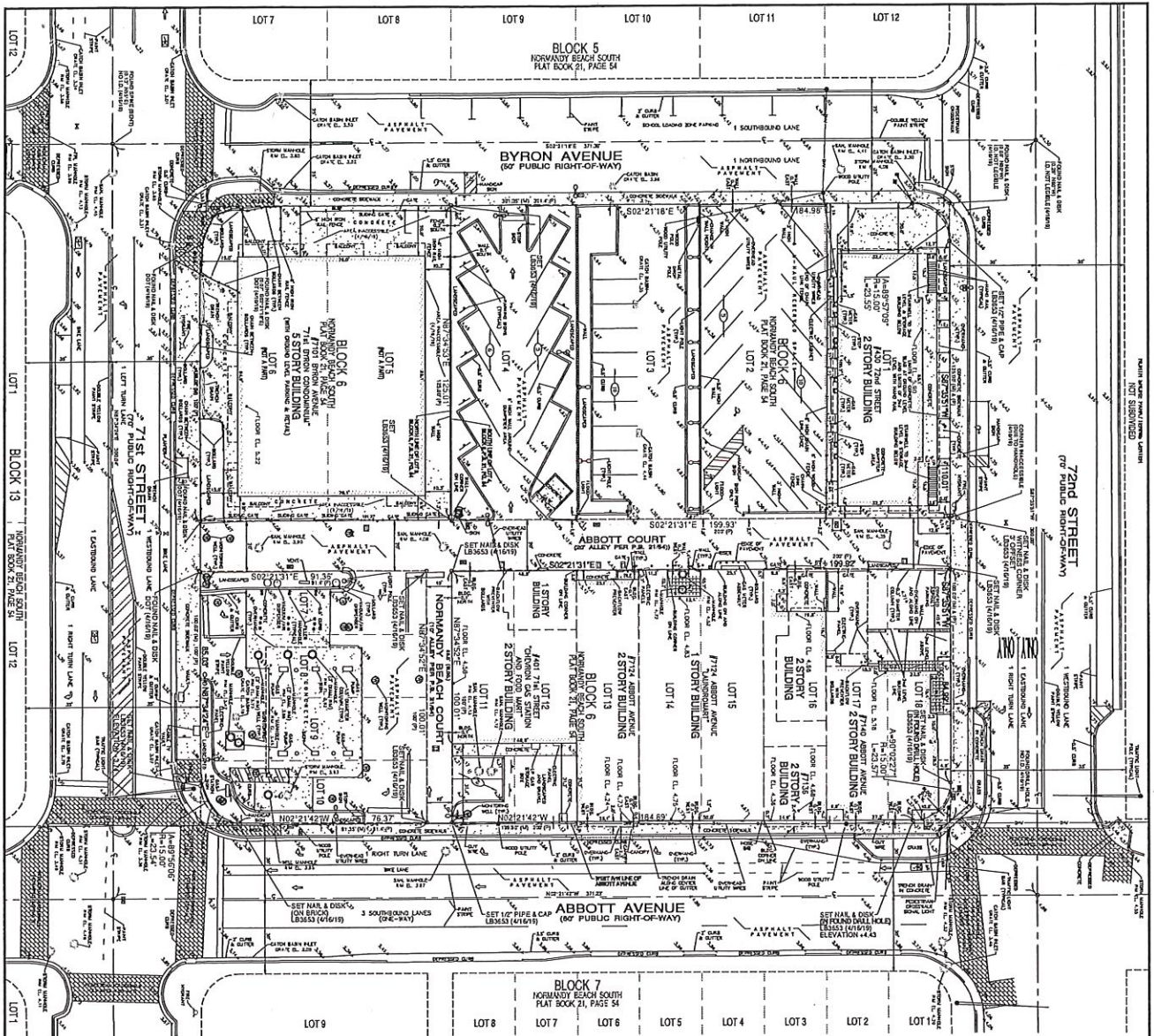
EXHIBIT A



LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, Block 6, Normandy Beach South, according to the plat thereof as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida.





NOT SURVEYED

NOT SURVEYED

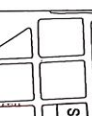
NOT SURVEYED

NOT SURVEYED

NOT SURVEYED

NOT SURVEYED

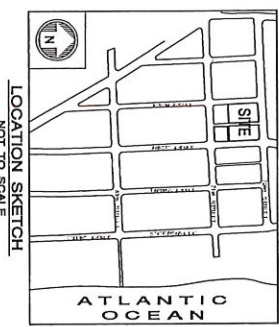
NOT SURVEYED



LEGEND

1/8" = 1' (1/8" = 1')	1/4" = 2' (1/4" = 2')	1/2" = 4' (1/2" = 4')	3/4" = 6' (3/4" = 6')	1" = 8' (1" = 8')	1 1/4" = 10' (1 1/4" = 10')	1 1/2" = 12' (1 1/2" = 12')	1 3/4" = 14' (1 3/4" = 14')	2" = 16' (2" = 16')	2 1/4" = 18' (2 1/4" = 18')	2 1/2" = 20' (2 1/2" = 20')	2 3/4" = 22' (2 3/4" = 22')	3" = 24' (3" = 24')	3 1/4" = 26' (3 1/4" = 26')	3 1/2" = 28' (3 1/2" = 28')	3 3/4" = 30' (3 3/4" = 30')	4" = 32' (4" = 32')	4 1/4" = 34' (4 1/4" = 34')	4 1/2" = 36' (4 1/2" = 36')	4 3/4" = 38' (4 3/4" = 38')	5" = 40' (5" = 40')	5 1/4" = 42' (5 1/4" = 42')	5 1/2" = 44' (5 1/2" = 44')	5 3/4" = 46' (5 3/4" = 46')	6" = 48' (6" = 48')	6 1/4" = 50' (6 1/4" = 50')	6 1/2" = 52' (6 1/2" = 52')	6 3/4" = 54' (6 3/4" = 54')	7" = 56' (7" = 56')	7 1/4" = 58' (7 1/4" = 58')	7 1/2" = 60' (7 1/2" = 60')	7 3/4" = 62' (7 3/4" = 62')	8" = 64' (8" = 64')	8 1/4" = 66' (8 1/4" = 66')	8 1/2" = 68' (8 1/2" = 68')	8 3/4" = 70' (8 3/4" = 70')	9" = 72' (9" = 72')	9 1/4" = 74' (9 1/4" = 74')	9 1/2" = 76' (9 1/2" = 76')	9 3/4" = 78' (9 3/4" = 78')	10" = 80' (10" = 80')	10 1/4" = 82' (10 1/4" = 82')	10 1/2" = 84' (10 1/2" = 84')	10 3/4" = 86' (10 3/4" = 86')	11" = 88' (11" = 88')	11 1/4" = 90' (11 1/4" = 90')	11 1/2" = 92' (11 1/2" = 92')	11 3/4" = 94' (11 3/4" = 94')	12" = 96' (12" = 96')	12 1/4" = 98' (12 1/4" = 98')	12 1/2" = 100' (12 1/2" = 100')
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811
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& REMOVE YOUR DIG
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www.call811.com



LEGAL DESCRIPTION:
 Lot 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

BOUNDARY & TOPOGRAPHIC SURVEY
 71st STREET & ABBOTT AVENUE
 CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00005453
 180 Northwest 168th Street / North Miami Beach, Florida 33162
 Phone 305-653-4493 / Fax 305-651-7152 / Email fls@fortin.com

EXHIBIT B



EXHIBIT "A"

LEGAL DESCRIPTION: Right of Way (To be Vacated)

A portion of a 20' Alley also known as Abbott Court lying adjacent to Lots 1, 2, 3, 4, 11, 12, 13, 14, 15, 16, 17 and 18, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 1; thence S 02°21'31" E along the East line of said Lots 1, 2, 3 and 4, also being the West right of way line of a 20' Alley also known as Abbott Court for 166.44 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 25°49'29" W; thence Southeasterly along a 37.90 foot radius curve leading to the right through a central angle of 61°49'00" for an arc distance of 40.89 feet to a non-tangent point; thence N 02°21'31" W along the West line of said Lots 11, 12, 13, 14, 15, 16, 17 and 18, also being the East right of way line of said 20' Alley also known as Abbott Court for 199.87 feet to the Northwest corner of said Lot 18; thence S 87°35'51" W along the Westerly projection of the South right of way line of 72nd Street for 20.00 feet to the Point of Beginning.

Containing 3,521 Square Feet more or less.

SURVEYOR'S NOTES:

- This site lies in Section 11, 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°21'42" W for the West right of way line of Abbott Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- 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 #2019-041.

CERTIFICATION TO:

City of Miami Beach

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 19, 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=A0109
7C00000161773B91FA0000E42F
Date: 2019.07.19 11:45:09 -04'00'



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

Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
REV.1	090735
Plotted:	7/19/19 10:45a

LEGAL DESCRIPTION, NOTES & CERTIFICATION
FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th. Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	7/19/19
Scale	NOT TO SCALE
Job. No.	190398
Dwg. No.	1019-022-2
Sheet	1 of 3

72ND STREET (70' PUBLIC RIGHT OF WAY)

EXHIBIT "A"

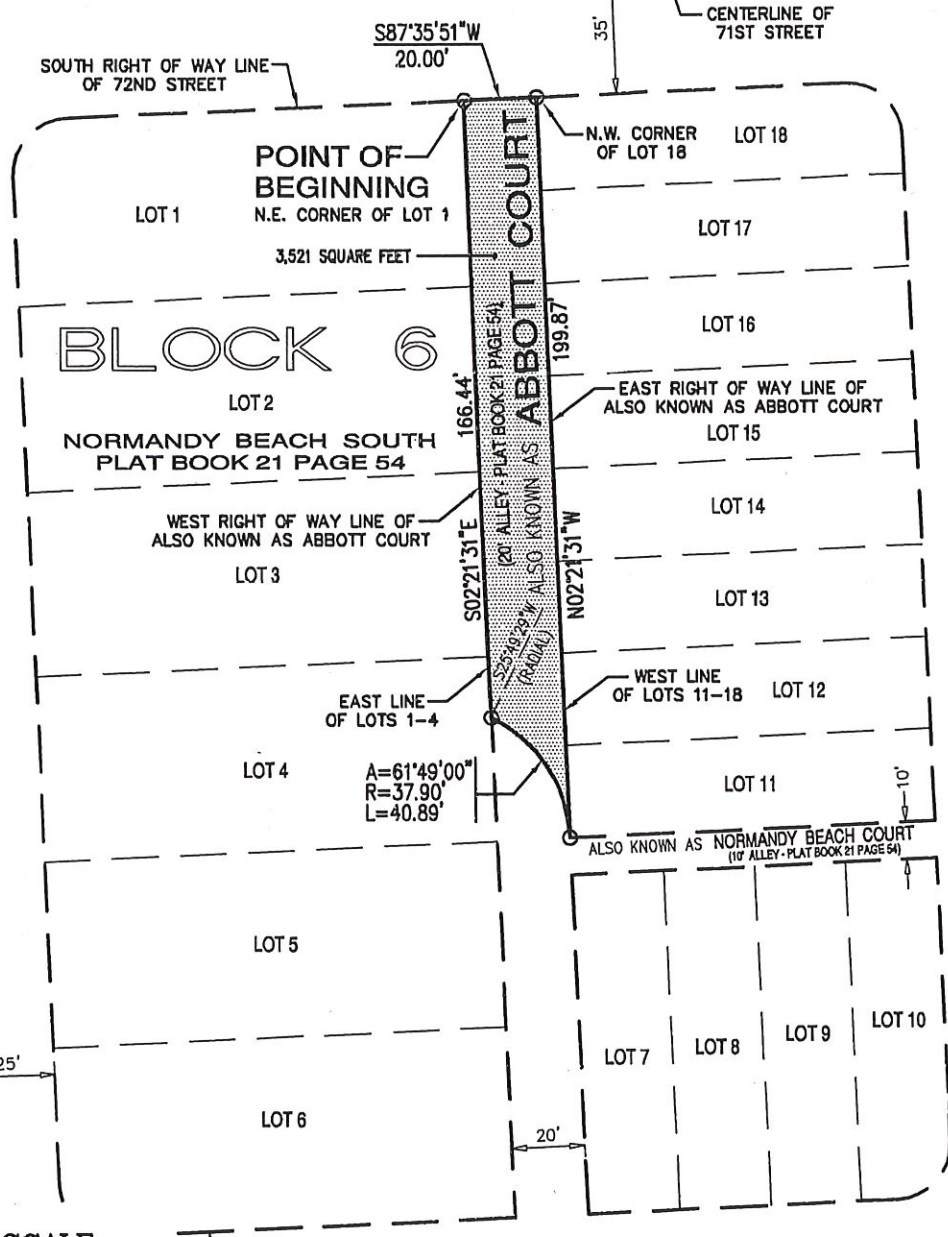


CENTERLINE OF BYRON AVENUE

BYRON AVENUE
(50' PUBLIC RIGHT OF WAY)

CENTERLINE OF ABBOTT AVENUE

ABBOTT AVENUE
(60' PUBLIC RIGHT OF WAY)



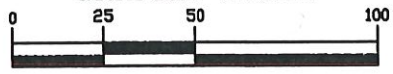
BLOCK 6

NORMANDY BEACH SOUTH
PLAT BOOK 21 PAGE 54

20' ALLEY - PLAT BOOK 21 PAGE 54
ALSO KNOWN AS ABBOTT COURT

ALSO KNOWN AS NORMANDY BEACH COURT
(10' ALLEY - PLAT BOOK 21 PAGE 54)

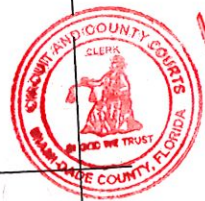
GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

71ST STREET

(70' PUBLIC RIGHT OF WAY)



Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
	REV.1 090735
Plotted:	7/19/19 10:45a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	7/19/19
Scale	1"=50'
Job. No.	190398
Dwg. No.	1019-022-2
Sheet	2 of 3

EXHIBIT "A"



Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
	REV.1 090735
Plotted:	7/19/19 10:45a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	7/19/19
Scale	NOT TO SCALE
Job. No.	190398
Dwg. No.	1019-022-2
Sheet	3 of 3

EXHIBIT "A"

LEGAL DESCRIPTION: Right of Way (To be Vacated)

All of a 10' Alley also known as Normandy Beach Court lying adjacent to Lots 7, 8, 9 10 and 11, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 10; thence S 87°34'52" W along the North line of said Lots 7, 8, 9 and 10 for 100.01 feet to the Northwest corner of said Lot 7; thence N 02°21'31" W along the Northerly projection of the East right right of way line of a 20' Alley also known as Abbott Court for 10.00 feet to the Southwest corner of said Lot 11; thence N 87°34'52" E along the South line of said Lot 11 for 100.01 feet to the Southeast corner of said Lot 11; thence S 02°21'42" E along the Southerly projection of the West right right of way line of Abbott Avenue for 10.00 feet to the Point of Beginning.

Containing 1,000 Square Feet more or less.

SURVEYOR'S NOTES:

- This site lies in Section 11, 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°21'42" W for the East right of way line of Abbott Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- 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 #2019-041.

CERTIFICATION TO:

City of Miami Beach

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 19, 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 97C00000161773B91FA0000E42 F
Date: 2019.07.19 11:43:09 -04'00'

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



Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
REV.1	090735
Plotted:	7/19/19 10:45a

LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	7/19/19
Scale	NOT TO SCALE
Job. No.	190398
Dwg. No.	1019-022-3
Sheet	1 of 3

72ND STREET (70' PUBLIC RIGHT OF WAY)

EXHIBIT "A"



CENTERLINE OF BYRON AVENUE

BYRON AVENUE
(60' PUBLIC RIGHT OF WAY)

(60' PUBLIC RIGHT OF WAY)

BLOCK 6

NORMANDY BEACH SOUTH
PLAT BOOK 21 PAGE 54

ABBOTT COURT
(20' ALLEY - PLAT BOOK 21 PAGE 54)
ALSO KNOWN AS ABBOTT COURT

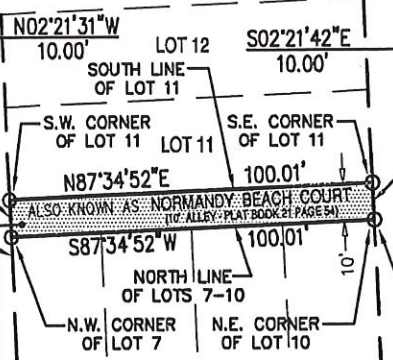
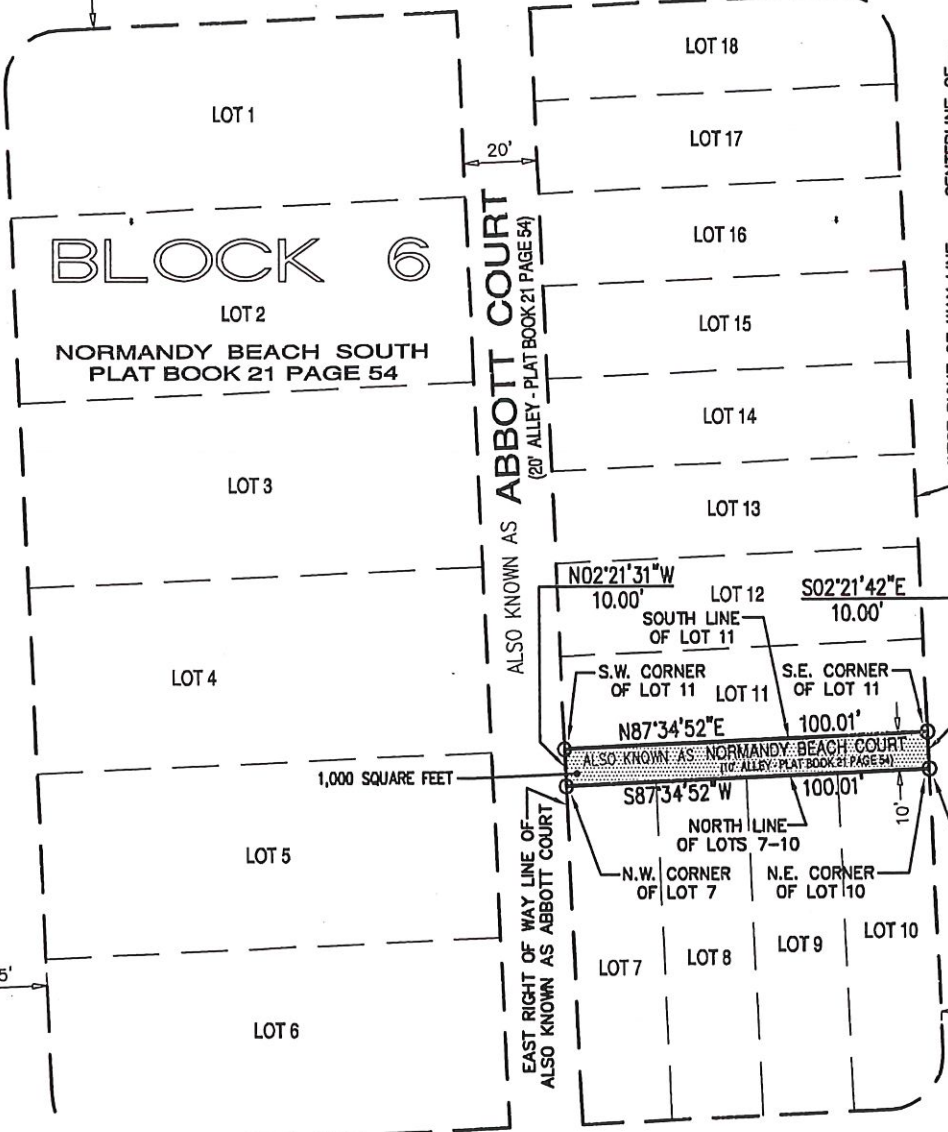
EAST RIGHT OF WAY LINE OF
ALSO KNOWN AS ABBOTT COURT

CENTERLINE OF ABBOTT AVENUE

WEST RIGHT OF WAY LINE
OF ABBOTT AVENUE

(60' PUBLIC RIGHT OF WAY)

ABBOTT AVENUE



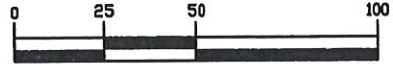
POINT OF BEGINNING

CENTERLINE OF 71ST STREET

71ST STREET (70' PUBLIC RIGHT OF WAY)



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

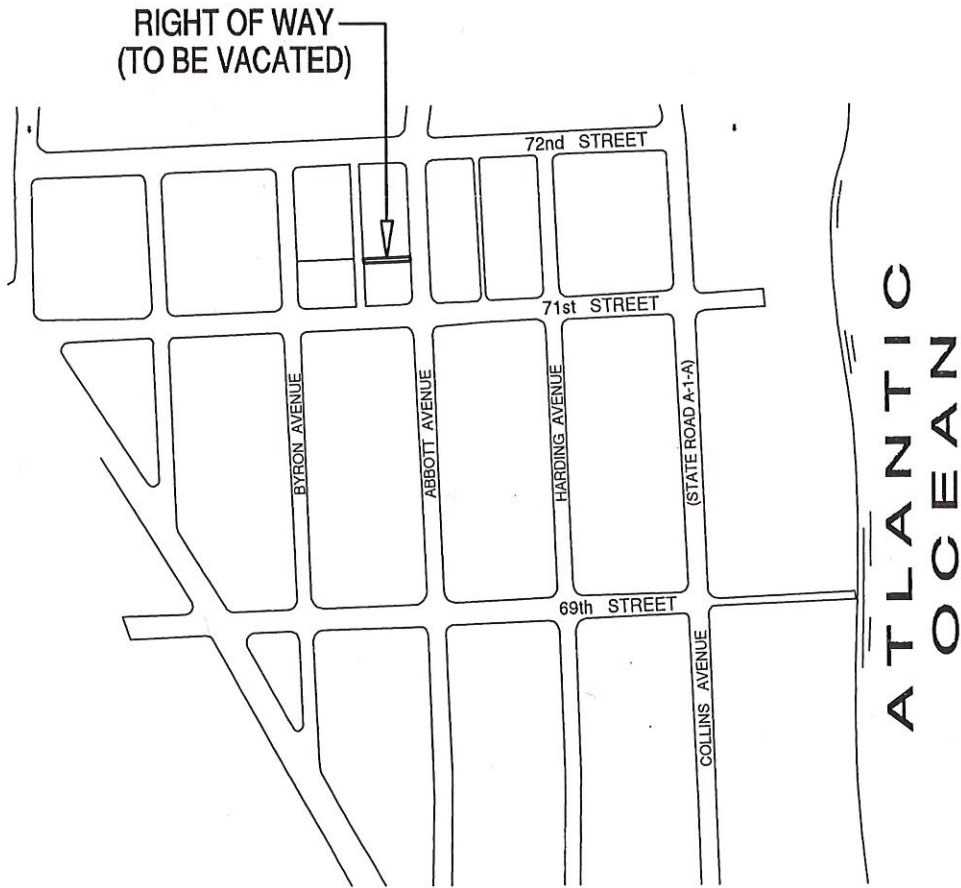
Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
REV.1	090735
Plotted:	7/19/19 10:45a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	7/19/19
Scale	1"=50'
Job. No.	190398
Dwg. No.	1019-022-3
Sheet	2 of 3

EXHIBIT "A"



Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
	REV.1 090735
Plotted:	7/19/19 10:45a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	7/19/19
Scale	NOT TO SCALE
Job. No.	190398
Dwg. No.	1019-022-3
Sheet	3 of 3

EXHIBIT C



EXHIBIT "A"

LEGAL DESCRIPTION: Right of Way (To be Dedicated)

A portion of Lot 4, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 4, the following two (2) courses being along the West line of said Lot 4, also being the East right of way line of Byron Avenue; 1) thence N 02°21'18" W for 18.00 feet to the Point of Beginning; 2) thence continue N 02°21'18" W for 20.00 feet; thence N 87°34'53" E for 107.07 feet to a point of curvature; thence Southeasterly along a 37.90 foot radius curve leading to the right through a central angle of 28°14'36" for an arc distance of 18.68 feet to a non-tangent point; thence S 02°21'31" E along the East line of said Lot 4, also being the West right of way line of a 20' Alley also known as Abbott Court for 33.41 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 87°38'29" W; thence Northwesterly along a 17.90 foot radius curve leading to the left through a central angle of 90°03'36" for an arc distance of 28.14 feet to a point of tangency; thence S 87°34'53" W for 107.09 feet to the Point of Beginning.

Containing 2,543 Square Feet more or less.

SURVEYOR'S NOTES:

- This site lies in Section 11, 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°21'42" W for the West right of way line of Abbott Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- 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 #2019-041.

CERTIFICATION TO:

City of Miami Beach

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 19, 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

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

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=A01097C00
000161773B91FA0000E42F
Date: 2019.07.19 12:08:28 -04'00'



Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
REV.1	090735
Plotted:	7/19/19 10:45a

LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	7/19/19
Scale	NOT TO SCALE
Job. No.	190398
Dwg. No.	1019-022-1
Sheet	1 of 3

72ND STREET (70' PUBLIC RIGHT OF WAY)

EXHIBIT "A"

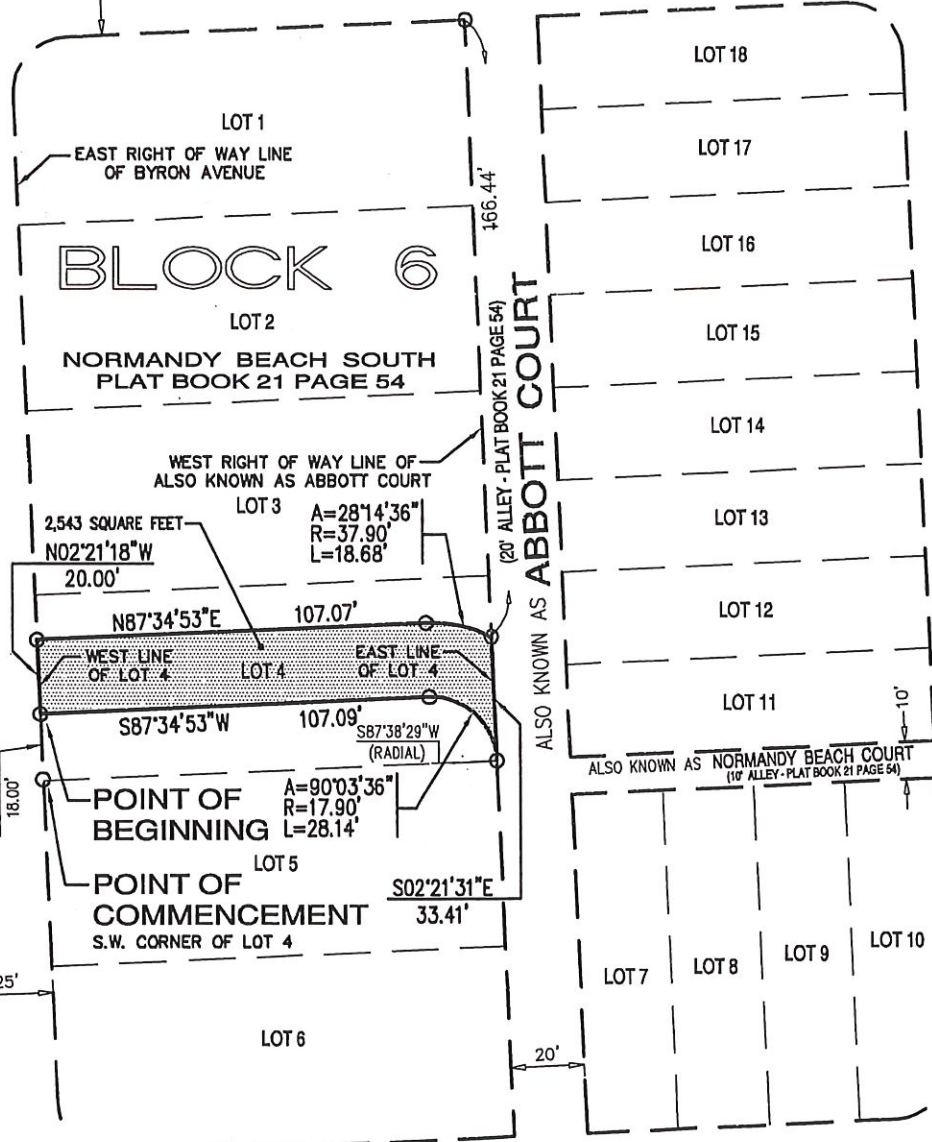


CENTERLINE OF BYRON AVENUE

CENTERLINE OF ABBOTT AVENUE

BYRON AVENUE
(50' PUBLIC RIGHT OF WAY)

ABBOTT AVENUE
(60' PUBLIC RIGHT OF WAY)



BLOCK 6

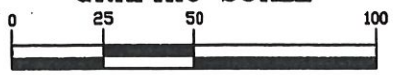
NORMANDY BEACH SOUTH
PLAT BOOK 21 PAGE 54

WEST RIGHT OF WAY LINE OF
ALSO KNOWN AS ABBOTT COURT

ALSO KNOWN AS ABBOTT COURT
(20' ALLEY - PLAT BOOK 21 PAGE 54)

ALSO KNOWN AS NORMANDY BEACH COURT
(10' ALLEY - PLAT BOOK 21 PAGE 54)

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

71ST STREET

(70' PUBLIC RIGHT OF WAY)



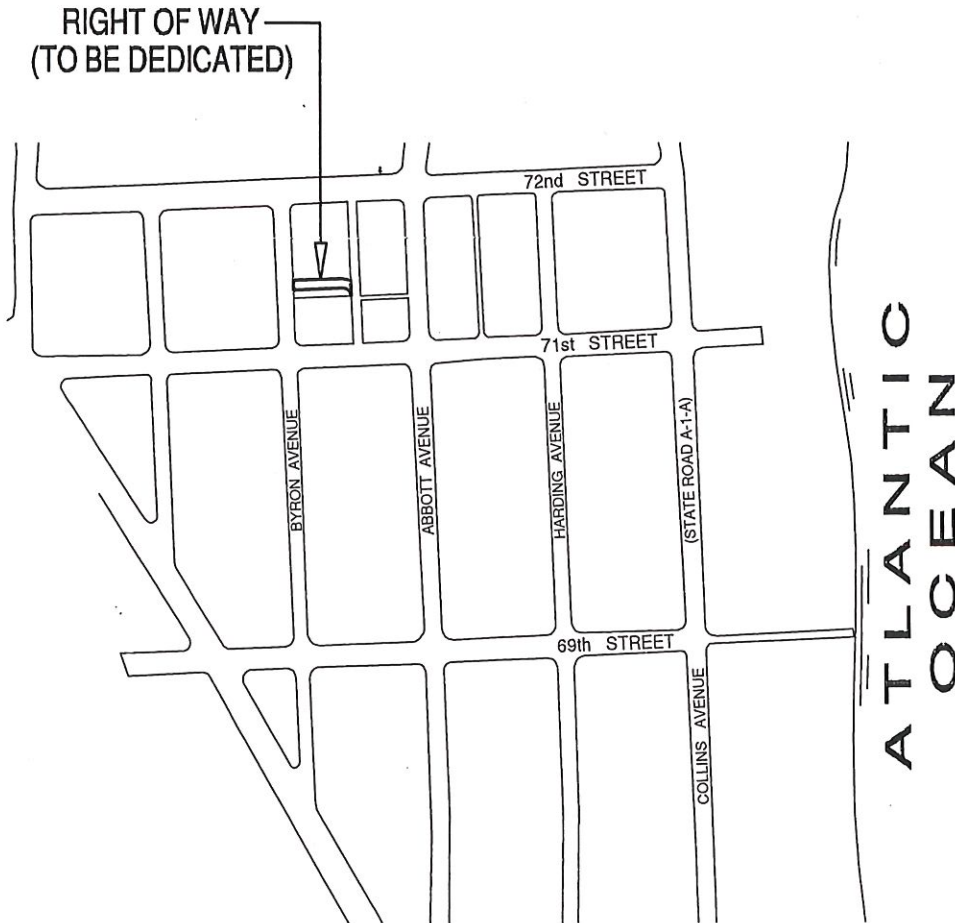
Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
	REV.1 090735
Plotted:	7/19/19 10:45a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	7/19/19
Scale	1"=50'
Job. No.	190398
Dwg. No.	1019-022-1
Sheet	2 of 3

EXHIBIT "A"

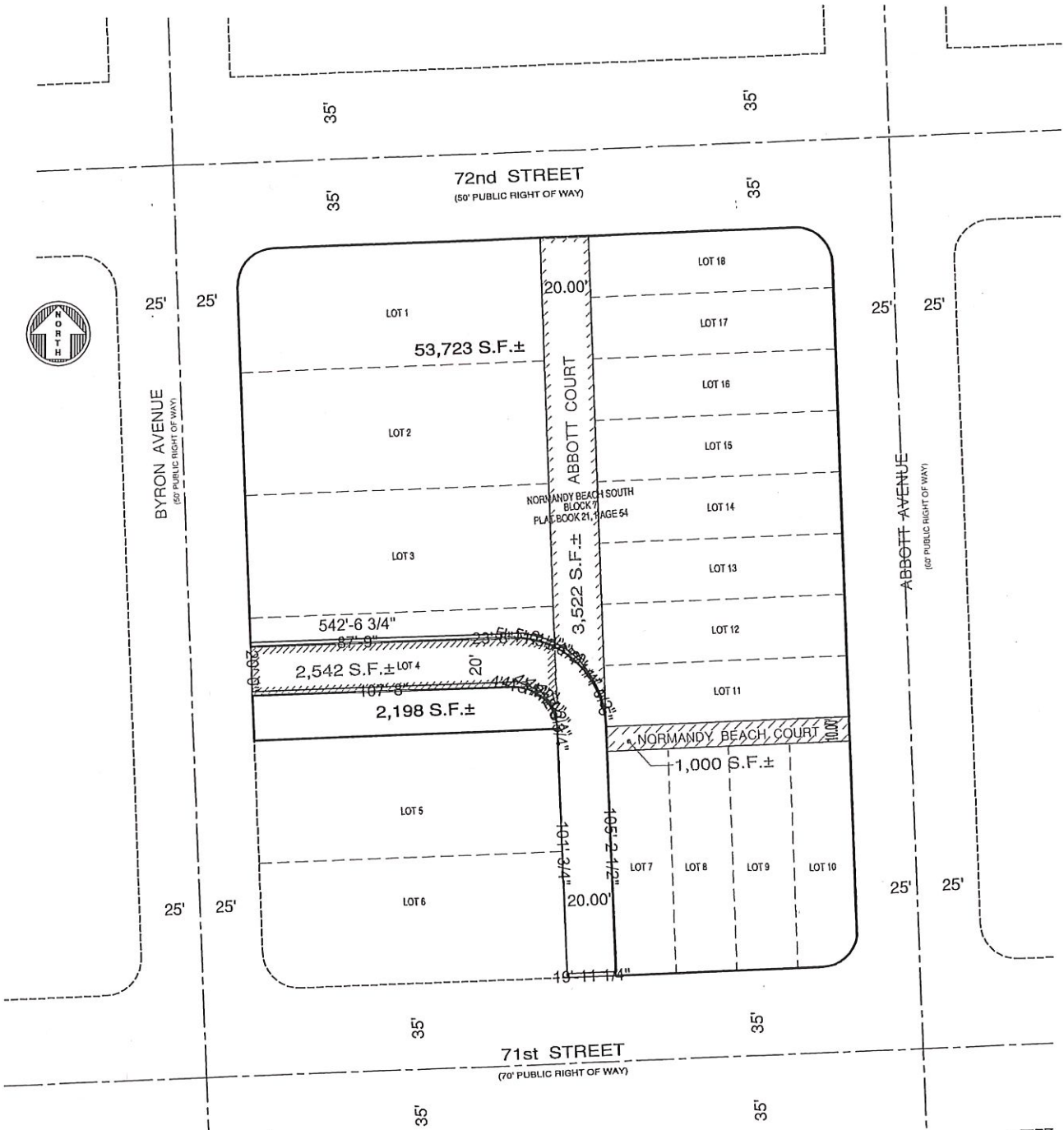


Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
	REV.1 090735
Plotted:	7/19/19 10:45a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	7/19/19
Scale	NOT TO SCALE
Job. No.	190398
Dwg. No.	1019-022-1
Sheet	3 of 3



2019-04-12
AREA LEGEND:
PROPOSED FEE LAND AREA: 55,921 SQUARE FEET±
PROPOSED RIGHT OF WAY DEDICATION: 2,542 SQAURE FEET±
PROPOSED RIGHT OF WAY VACATION: 4,522 SQAURE FEET±

STATE OF FLORIDA, COUNTY OF MIAMI-DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on 05 day of 19 AD 20
WITNESS my hand and Official Seal.
HARVEY RUVIN, Clerk of Circuit and County Courts
By [Signature] D.C.



EXHIBIT “C”

THIS INSTRUMENT PREPARED BY AND
RETURN TO:

VICTOR A. RECONDO, ESQ.
SOLOMON, COOPERMAN & RECONDO, LLP
P.O. BOX 311059
MIAMI, FLORIDA 33231

[Space above line reserved for recording office use]

QUITCLAIM DEED

THIS QUITCLAIM DEED (this "**Deed**") is made this 6th day of October, 2020, between CITY OF MIAMI BEACH, FLORIDA, a Florida municipal corporation, whose post office address is: 1700 Convention Center Drive, Miami Beach, Florida 33139 ("**Grantor**"), and PUMPS AT 71, LLC, a Delaware limited liability company, 7433 COLLINS AVE. CORP., a Florida corporation, and ABBOTT AVENUE PARTNERS, LLC, a Delaware limited liability company, each with a post office address of: 2999 NE 191st Street, Suite 800, Aventura, Florida 33180 (collectively, "**Grantee**").

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors, and assigns forever, the following real property (the "**Property**"), situate, lying and being in the County of Miami-Dade and State of Florida, to-wit:

See Exhibit A attached hereto and made a part hereof.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, for the use, benefit and profit of Grantee forever.

Reverter. In the event of a breach of any terms or conditions of the City of Miami Beach Vacation Resolution No. 2019-30928 adopted July 31, 2019 (the "Vacation Resolution") and the Vacation Agreement dated November 18, 2019 by and among Grantor and collectively Grantee, together with Pumps at 71, LLC, a Florida limited liability company and 7433 Collins Ave Corp., a Florida corporation (referred to jointly as "Developer" in the Vacation Agreement), its successors and/or assigns, the parties agree that Grantor shall have the right, but not the obligation, to exercise its right of reverter in the event of such a breach (as opposed to an automatic reverter). Such right shall be in addition to all

other legal rights and remedies including but not limited to the right to file suit to enforce such terms or conditions of the Vacation Resolution and the Vacation Agreement. Grantor may exercise such right by providing 30 days written notice to the Developer, and in such event, Grantor shall have the right to reenter and take possession of the Property and to terminate and revert in Grantor the estate conveyed by this Quit Claim Deed to Grantee. In such event, all of the monetary investments and improvements made to the Property shall be forfeited without any compensation or right to compensation whatsoever. This reverter shall not be subordinate to any lien of a mortgage or other encumbrance on the Property, unless such mortgage or other encumbrance is approved in writing in advance by Grantor.

To exercise its right of reverter the City shall record in the Public Records of Miami-Dade County a Notice of Reverter and title will automatically and immediately revert in Grantor without necessity of any further documentation.

At such time as Grantee has complied with all terms and conditions of the Vacation Resolution and the Vacation Agreement then the City shall record in the Public Records of Miami-Dade County a Notice of Termination of Reverter Rights which right of reverter shall then be deemed released, relinquished and extinguished without necessity of any further documentation.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

ATTEST:

[Signature]

10/2/2020

Print Name: Rafael E. Granado, City Clerk

[Signature]

10-02-2020

Print Name JASON SALAZAR

GRANTOR:

CITY OF MIAMI BEACH, FLORIDA
a Florida municipal corporation

[Signature]
By: Dan Gelber
Name: Dan Gelber
Title: Mayor

[SEAL]

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature]
City Attorney [Signature]

9/24/20
Date

STATE OF FLORIDA }
 } SS.:
COUNTY OF Miami-Dade }

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization this 2 day of October, 2020, by Dan Gelber, as Mayor of the CITY OF MIAMI BEACH, FLORIDA a Florida municipal corporation, who is personally known to me or has produced a _____ as identification on behalf of the corporation.

[Signature]
NOTARY PUBLIC
Print Name: Patrick D. Camm
My Commission Expires: April 19, 2022

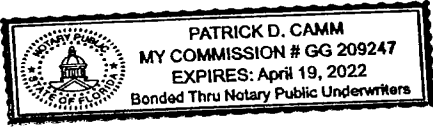


Exhibit A

Legal Description

EXHIBIT "A"

LEGAL DESCRIPTION: Right of Way

All of a 10' Alley also known as Normandy Beach Court lying adjacent to Lots 7, 8, 9 10 and 11, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 10; thence S 87°34'52" W along the North line of said Lots 7, 8, 9 and 10 for 100.01 feet to the Northwest corner of said Lot 7; thence N 02°21'31" W along the Northerly projection of the East right right of way line of a 20' Alley also known as Abbott Court for 10.00 feet to the Southwest corner of said Lot 11; thence N 87°34'52" E along the South line of said Lot 11 for 100.01 feet to the Southeast corner of said Lot 11; thence S 02°21'42" E along the Southerly projection of the West right right of way line of Abbott Avenue for 10.00 feet to the Point of Beginning.

Containing 1,000 Square Feet more or less.

SURVEYOR'S NOTES:

- This site lies in Section 11, 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°21'42" W for the East right of way line of Abbott Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- 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 #2019-041.

CERTIFICATION TO:

City of Miami Beach

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 19, 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

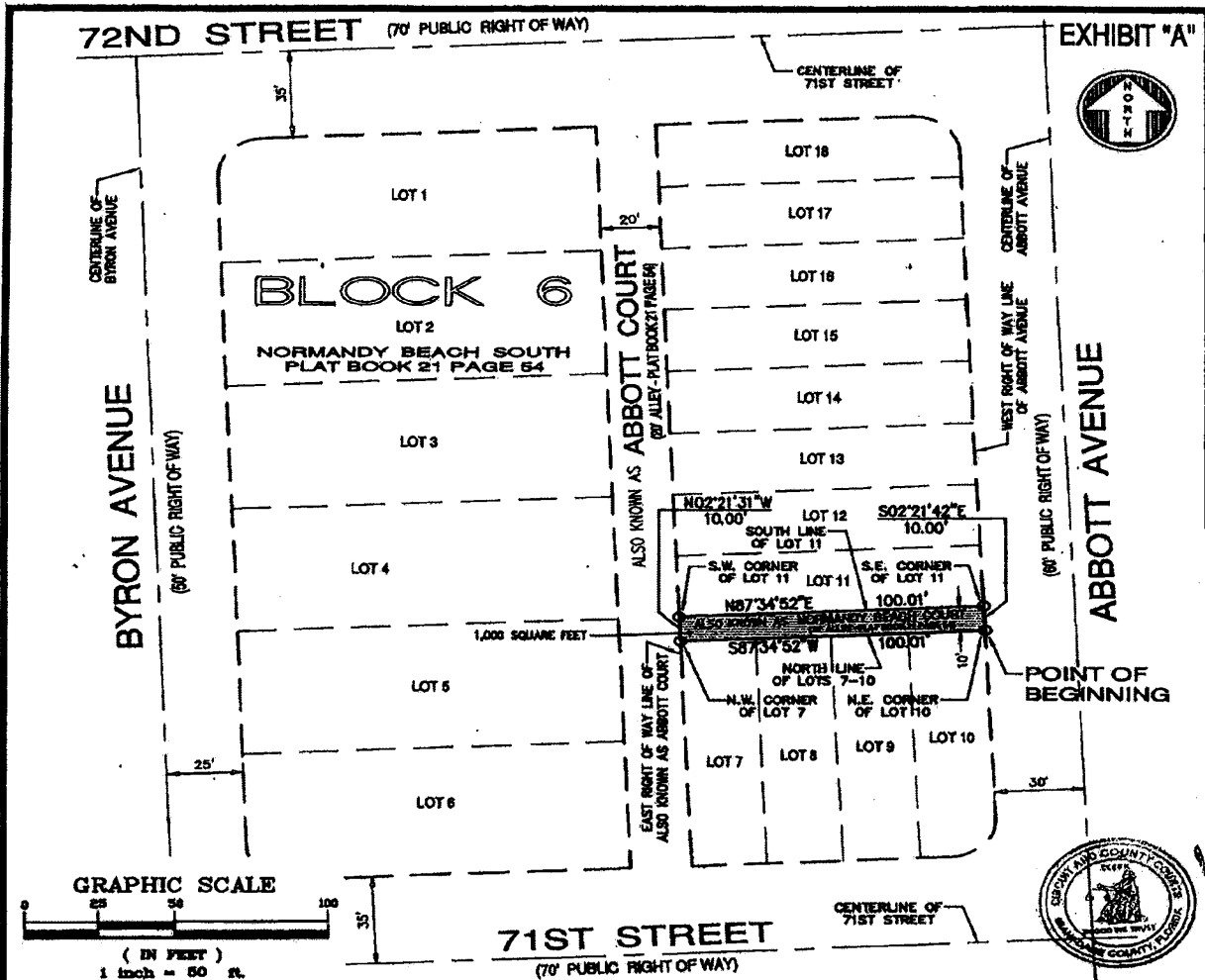
**Daniel
C Fortin**

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
 97C00000161773891FA0000E42
 F
 Date: 2019.07.19 11:43:09 -04'00'

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



Drawn By MAP Cad. No. 190398 Ref. Dwg. 2019-041 REV.1 090735 Plotted: 7/19/19 10:45a	LEGAL DESCRIPTION, NOTES & CERTIFICATION FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003633 180 Northeast 168th Street / North Miami Beach, Florida, 33162 Phone: 305-653-4493 / Fax 305-651-7132 / Email fls@flsurvey.com	Date 7/19/19 Scale NOT TO SCALE Job. No. 190398 Dwg. No. 1019-022-3 Sheet 1 of 3
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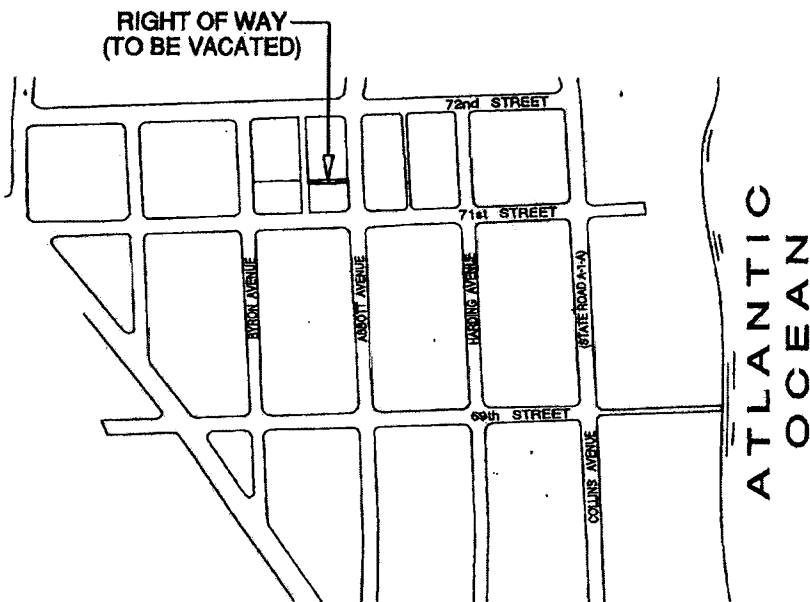
Drawn By MAP
 Cad. No. 190398
 Ref. Dwg. 2019-041
 REV.1 090735
 Plotted: 7/19/19 10:45a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
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 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date 7/19/19
 Scale 1"=50'
 Job. No. 190398
 Dwg. No. 1019-022-3
 Sheet 2 of 3

EXHIBIT "A"

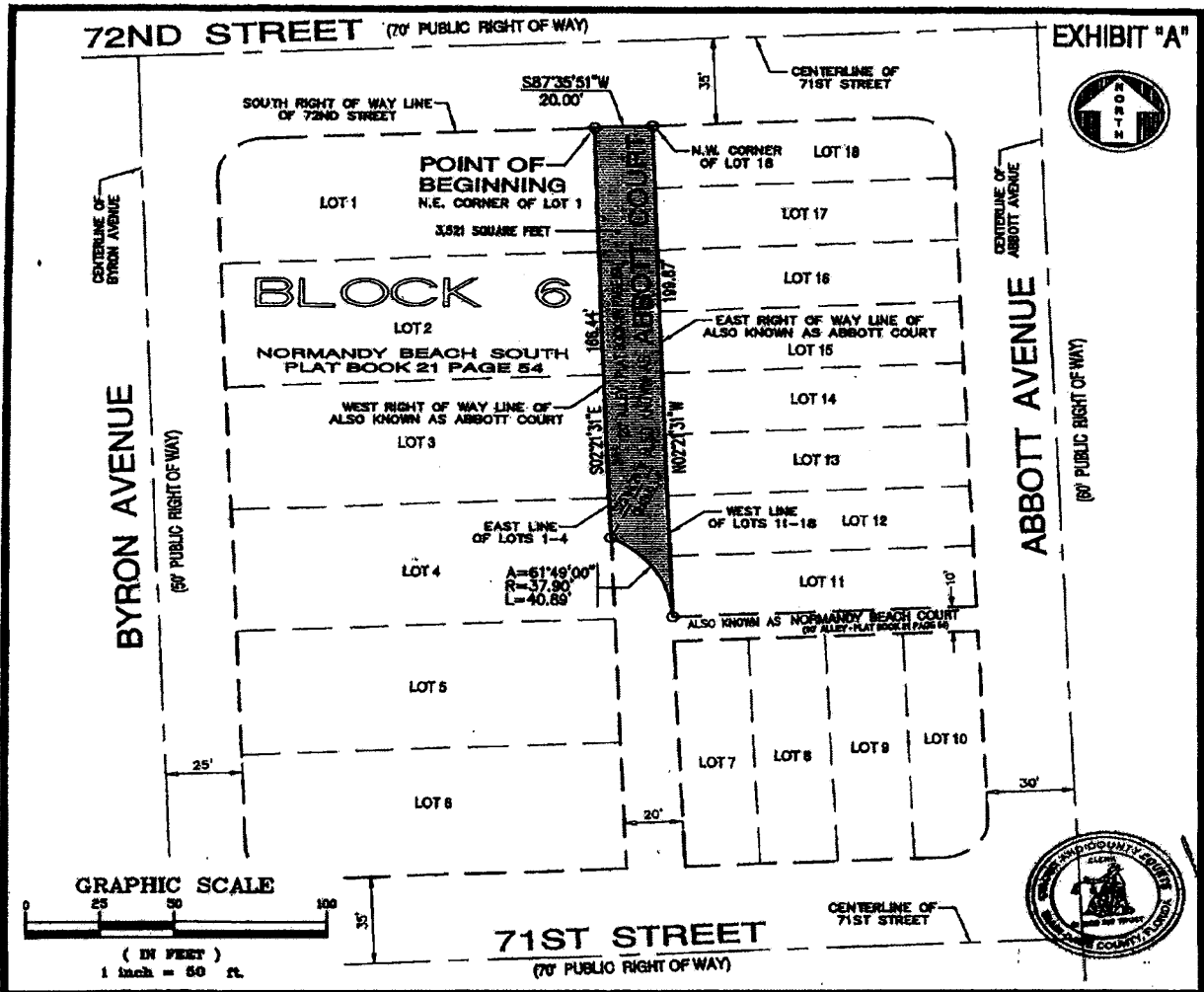


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Cad. No.	190398
Ref. Dwg.	2019-041
	REV.1 090735
Plotted:	7/19/19 10:45a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
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 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	7/19/19
Scale	NOT TO SCALE
Job. No.	190398
Dwg. No.	1019-022-3
Sheet	3 of 3



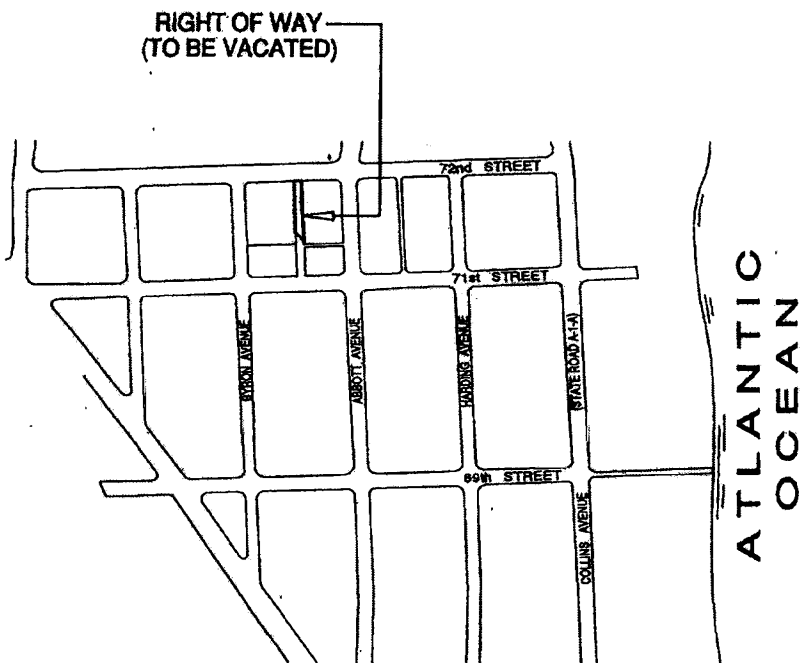
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 Cad. No. 190398
 Ref. Dwg. 2019-041
 REV.1 090735
 Plotted: 7/19/19 10:45a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th Street / North Miami Beach, Florida, 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date 7/19/19
 Scale 1"=50'
 Job. No. 190398
 Dwg. No. 1019-022-2
 Sheet 2 of 3

EXHIBIT "A"



Drawn By MAP
 Cad. No. 190398
 Ref. Dwg. 2019-041
 REV.1 090735
 Plotted: 7/19/19 10:45a

LOCATION SKETCH
FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 150 Northeast 168th Street / North Miami Beach, Florida, 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@fls survey.com

Date 7/19/19
 Scale NOT TO SCALE
 Job. No. 190398
 Dwg. No. 1019-022-2
 Sheet 3 of 3

THIS INSTRUMENT PREPARED BY AND
RETURN TO:

VICTOR A. RECONDO, ESQ.
SOLOMON, COOPERMAN & RECONDO, LLP
P.O. BOX 311059
MIAMI, FLORIDA 33231

[Space above line reserved for recording office use]

WARRANTY DEED

THIS WARRANTY DEED (this "Deed") is made this 31 day of August, 2020, between PUMPS AT 71, LLC, a Delaware limited liability company, whose post office address is: 2999 NE 191st Street, Suite 800, Aventura, Florida 33180, and 7433 COLLINS AVE. CORP., a Florida corporation, whose post office address is: P.O. Box 380758, Miami, Florida 33238 (collectively, "Grantor"), and CITY OF MIAMI BEACH, a Florida municipal corporation ("Grantee"), whose post office address is: 1700 Convention Center Drive, Miami Beach, Florida 33139.

WITNESSETH:

That Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable considerations to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, successors, and assigns forever, the following real property (the "Property"), situate, lying and being in the County of Miami-Dade and State of Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

The Property is conveyed subject to the following:

- 1) Real estate, ad valorem and non-ad valorem taxes and/or assessments for the year 2020 and subsequent years not yet due and payable;
- 2) Conditions, restrictions, limitations, reservations, easements and other matters of record affecting the Property, if any, but this provision shall not operate to reimpose the same;
- 3) Applicable zoning restrictions, land use, subdivision ordinances, restrictions, agreements and/or other requirements imposed by governmental authorities;

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property.


To Have and to Hold, the same in fee simple forever.

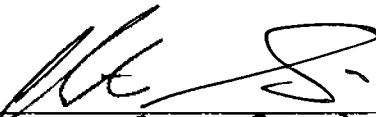
Grantor does hereby warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESSES:



Print Name: Victor Recondo


Print Name: Chris Simon

GRANTOR:

PUMPS AT 71, LLC,
a Delaware limited liability company


By: **RIF 71, LLC,**
a Florida limited liability company, its sole member

By: 
Name: Robert Finvarb
Title: Manager

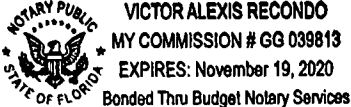
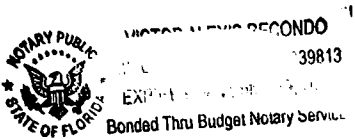
[SEAL]

STATE OF FLORIDA }
 }SS.:
COUNTY OF MIAMI-DADE }


The foregoing instrument was acknowledged before me by means of physical presence or ___ online notarization this 27 day of August, 2020, by Robert Finvarb, as Manager of RIF 71, LLC, a Florida limited liability company, the sole member of PUMPS AT 71, LLC, a Delaware limited liability company, who is personally known to me or has produced a _____ as identification on behalf of the corporation.



NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____



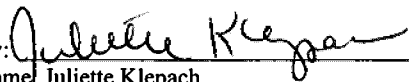
WITNESSES:


Print Name: Victor Records


Print Name: Chris Simon

GRANTOR:


7433 COLLINS AVE. CORP.,
a Florida corporation

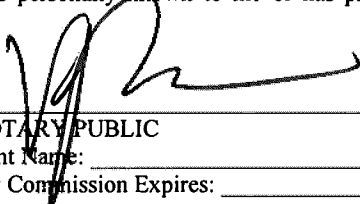
By: 
Name: Juliette Klepach
Title: President

[SEAL]

STATE OF FLORIDA }
 }SS.:
COUNTY OF Miami-Dade }

The foregoing instrument was acknowledged before me this 10th day of August, 2020, by Juliette Klepach, as President of 7433 COLLINS AVE. CORP., a Florida corporation, who is personally known to me or has produced a _____ as identification on behalf of the corporation.

 **VICTOR ALEXIS RECONDO**
MY COMMISSION # GG 039813
EXPIRES: November 19, 2020
Bonded Thru Budget Notary Services



NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

Exhibit A

Legal Description

EXHIBIT "A"

LEGAL DESCRIPTION: Right of Way (To be Dedicated)

A portion of Lot 4, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Lot 4, the following two (2) courses being along the West line of said Lot 4, also being the East right of way line of Byron Avenue; 1) thence N 02°21'18" W for 18.00 feet to the Point of Beginning; 2) thence continue N 02°21'18" W for 20.00 feet; thence N 87°34'53" E for 107.07 feet to a point of curvature; thence Southeasterly along a 37.90 foot radius curve leading to the right through a central angle of 28°14'36" for an arc distance of 18.68 feet to a non-tangent point; thence S 02°21'31" E along the East line of said Lot 4, also being the West right of way line of a 20' Alley also known as Abbott Court for 33.41 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 87°38'29" W; thence Northwesterly along a 17.90 foot radius curve leading to the left through a central angle of 90°03'36" for an arc distance of 28.14 feet to a point of tangency; thence S 87°34'53" W for 107.09 feet to the Point of Beginning.

Containing 2,543 Square Feet more or less.

SURVEYOR'S NOTES:

- This site lies in Section 11, 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°21'42" W for the West right of way line of Abbott Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- 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 #2019-041.

CERTIFICATION TO:

City of Miami Beach



SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on July 19, 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"

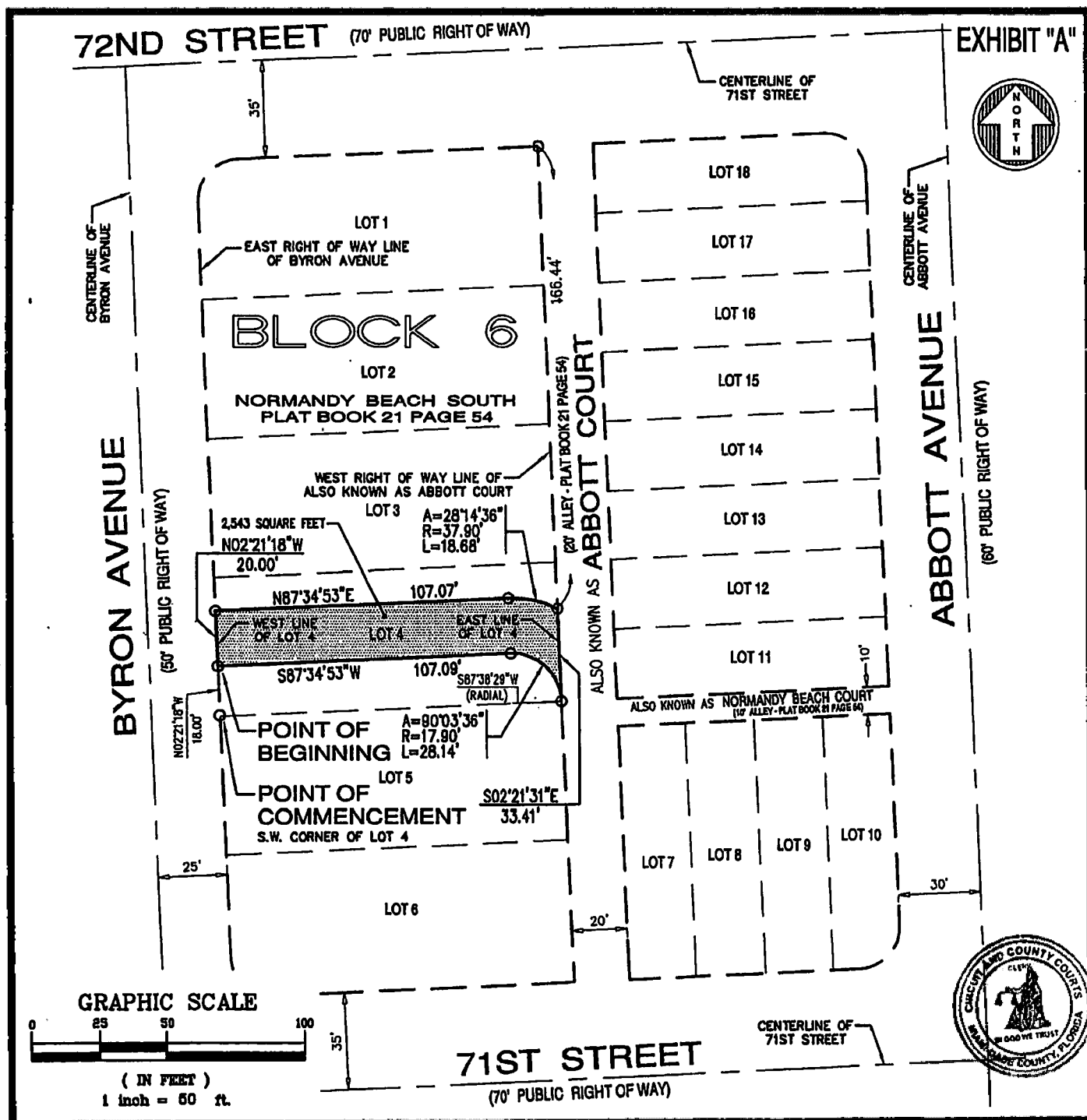
FORTIN, LEAVY, SKILES, INC., LB3653

**Daniel C
Fortin**

Digitally signed by Daniel C Fortin
DN: c=US, o=IdenTrust ACES
Unaffiliated Individual, cn=Daniel C
Fortin,
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000161773891FA0000E42F
Date: 2019.07.19 12:08:28 -04'00'

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

Drawn By MAP Cad. No. 190398 Ref. Dwg. 2019-041 REV.1 090735 Plotted: 7/19/19 10:45a	LEGAL DESCRIPTION, NOTES & CERTIFICATION FORTIN, LEAVY, SKILES, INC. CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th. Street / North Miami Beach, Florida. 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	Date 7/19/19 Scale NOT TO SCALE Job. No. 190398 Dwg. No. 1019-022-1 Sheet 1 of 3
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Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
	REV.1 090735
Plotted:	7/19/19 10:45a

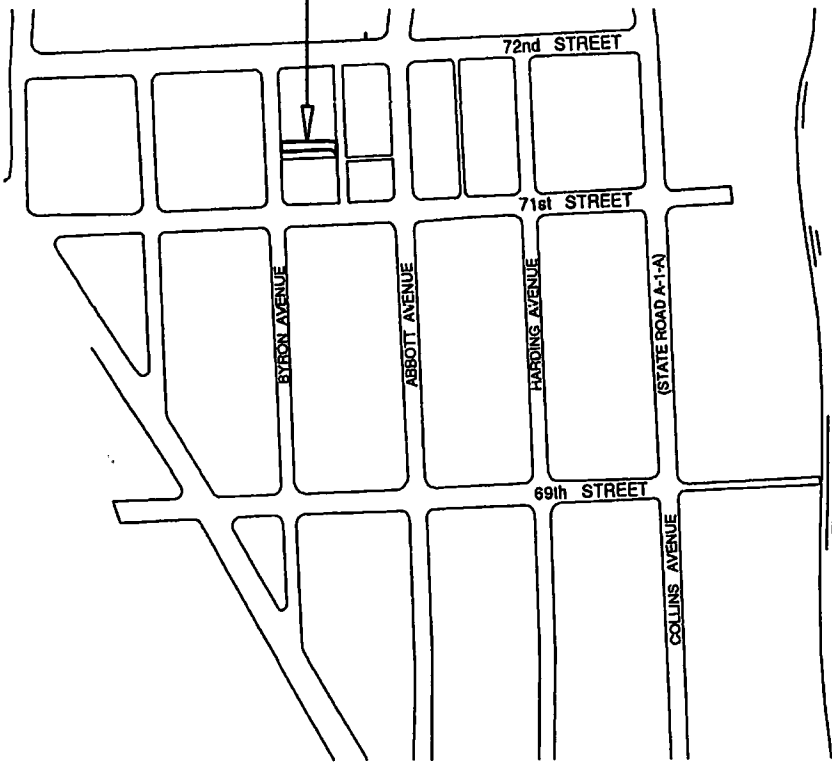
SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

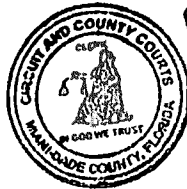
Date	7/19/19
Scale	1"=50'
Job. No.	190398
Dwg. No.	1019-022-1
Sheet	2 of 3

EXHIBIT "A"

RIGHT OF WAY
(TO BE DEDICATED)



ATLANTIC
OCEAN



Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
	REV.1 090735
Plotted:	7/19/19 10:45a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	7/19/19
Scale	NOT TO SCALE
Job. No.	190398
Dwg. No.	1019-022-1
Sheet	3 of 3

EXHIBIT "A"

LEGAL DESCRIPTION: BIOSWALE IMPROVEMENTS

A portion of Lot 4, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Lot 4; thence N 02°21'18" W along the West line of said Lot 4, also being the East right of way line of Byron Avenue for 18.00 feet; thence N 87°34'53" E for 107.09 feet to a point of curvature; thence Southeasterly along a 17.90 foot radius curve leading to the right through a central angle of 90°19'13" for an arc distance of 28.22 feet to a non-tangent point, also being the Southeast corner of said Lot 4; thence S 87°34'53" W along the South line of said Lot 4 for 125.01 feet to the Point of Beginning.

Containing 2,181 Square Feet more or less.

SURVEYOR'S NOTES:

- This site lies in Section 11, 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°21'42" W for the West right of way line of Abbott Avenue.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- 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 #2019-041.

CERTIFICATION TO:

City of Miami Beach

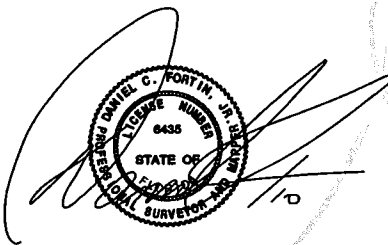
SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on May 15, 2020, 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 original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

FORTIN, LEAVY, SKILES, INC., LB3653

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



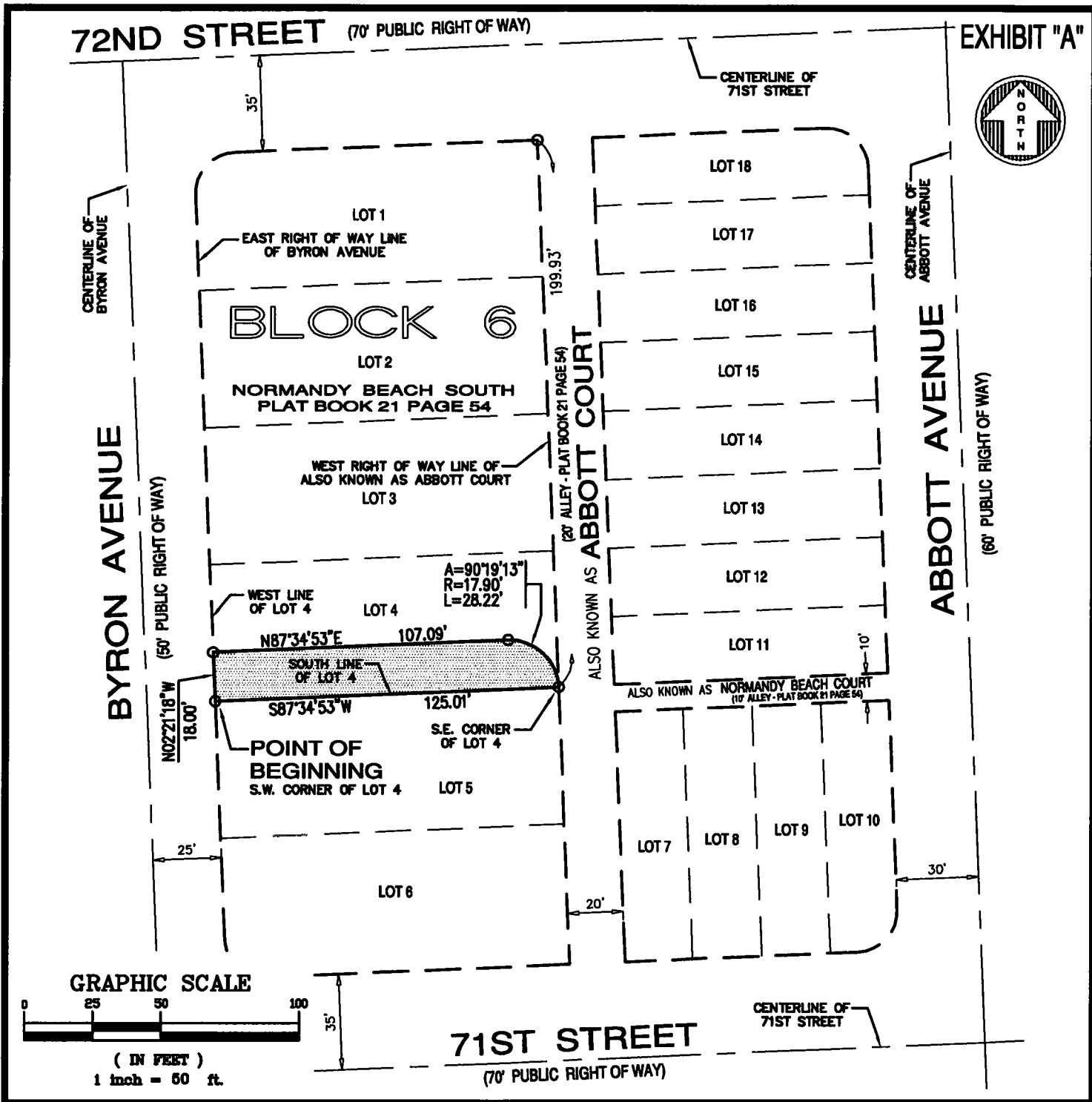
Digitally signed by Daniel C Fortin
DN: c=US, o=Unaffiliated,
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Date: 2020.05.20 13:57:45 -04'00'

Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
Plotted:	5/15/20 8:12a

LEGAL DESCRIPTION, NOTES & CERTIFICATION

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	5/15/20
Scale	NOT TO SCALE
Job. No.	200374
Dwg. No.	1019-022-4
Sheet	1 of 3



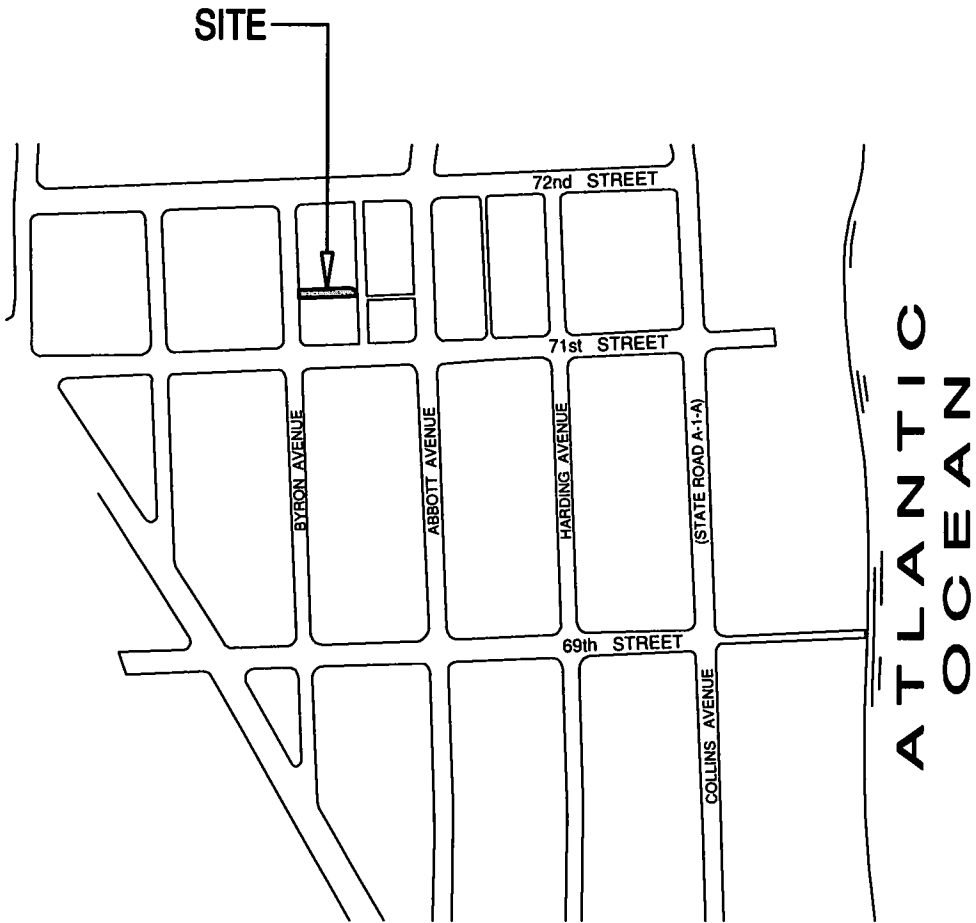
Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
Plotted:	5/15/20 8:12a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th. Street / North Miami Beach, Florida. 33162
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	5/15/20
Scale	1"=50'
Job. No.	200374
Dwg. No.	1019-022-4
Sheet	2 of 3

EXHIBIT "A"



Drawn By	MAP
Cad. No.	190398
Ref. Dwg.	2019-041
Plotted:	5/15/20 8:12a

LOCATION SKETCH

FORTIN, LEAVY, SKILES, INC.
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	5/15/20
Scale	NOT TO SCALE
Job. No.	200374
Dwg. No.	1019-022-4
Sheet	3 of 3

EXHIBIT “D”

This instrument was prepared by:

**Ethan B. Wasserman, Esq.
333 SE 2nd Avenue, Suite 4400
Miami, Florida 33131**

(Space Reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS IN LIEU OF UNITY OF TITLE

KNOW ALL BY THESE PRESENTS that the undersigned owners, 7433 Collins Ave Corp., a Florida corporation; Abbott Avenue Partners, LLC, a Florida limited liability company; and Pumps at 71, LLC, a Florida limited liability company (collectively, the "Owner"), hereby makes, declares and imposes on the land herein described, the easements and covenants running with the title to the land, which shall be binding on the Owner, their heirs, successors and assigns, personal representatives, mortgagees, lessees, and against all persons claiming by, through or under them;

WITNESSETH:

WHEREAS, the Owner holds fee-simple title to certain property in the City of Miami Beach, Florida, located at 7120, 7124, 7134, 7136 and 7140 Abbot Avenue; 7117 and 7135 Byron Avenue; 409 71 Street and 430 72 Street, Miami Beach, Florida, bearing the following folio number(s) 02-3211-002-0410, 02-3211-002-0430, 02-3211-002-0440, 02-3211-002-0460, 02-3211-002-0470, 02-3211-002-0360, 02-3211-002-0370, 02-3211-002-0380 and 02-3211-002-0390, legally described in **Exhibit "A,"** attached hereto and made a part hereof ("Property"); and

WHEREAS, on July 7, 2020 Owner obtained approval of the Design Review Board (DRB) under File No. DRB19-0482 as recorded in Official Records Book 32026 at Page 3949 of the Public Records of Miami-Dade County, Florida, as may be amended from time to time; and

WHEREAS, the Owner may develop the buildings on the Property in a condominium format of ownership and/or in two or more phases; and

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

WHEREAS, the Owner may wish to convey portions of the Property from time to time, and may wish to offer units as condominiums, this instrument is executed in order to assure that the phased development, or development of the Property with future multiple owners, will not violate the Land Development Regulations of the City of Miami Beach.

NOW THEREFORE, in consideration of the premises, Owner hereby agrees as follows:

1. The subject site will be developed as a unified development site in substantial accordance with the approved site plan, after one has been submitted and approved under the City's land development regulations. No modification shall be effectuated in such site plan without the written consent of the then owner(s) of the phase or portion of the Property for which modification is sought, all owners within the original unified development site, or their successors, whose consent shall not be unreasonably withheld, and the Director of the City's Planning Department (the "Director"); provided the Director finds that the modification is in compliance with the land development regulations. Should the Director withhold such approval, the then owner(s) of the phase or portion of the Property for which modification is sought shall be permitted to seek such modification by application to modify the 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). Such application shall be in addition to all other required approvals necessary for the modification sought. Proposed modifications to the Property's use, operation, physical condition or site plan shall also be required to return to the appropriate development review board or boards for consideration of the effect on prior approvals and the affirmation, modification or release of previously issued approvals or imposed conditions.

2. If the Property will be developed in phases, each phase will be developed in substantial accordance with the approved site plan.

3. In the event of multiple ownerships subsequent to site plan approval, each of the subsequent owners shall be bound by the terms, provisions and conditions of the declaration of restrictive covenants. Owner further agrees that it will not convey portions of the Property to such other parties unless and until the Owner and such other party or parties shall have executed and mutually delivered, in recordable form, an instrument to be known as an easement and operating agreement which shall contain, among other things:

- (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 road right-of-ways 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.

The easement provisions or portions thereof may be waived by the Director if they are not applicable to the Property (such as for conveyances to purchasers of individual condominium units). These provisions of the easement and operating agreement shall not be amended without prior written approval of the City Attorney. In addition, such easement and operating agreement shall contain such other provisions with respect to the operation, maintenance and development of the Property as to which the parties thereto may agree, or the Director may require, all to the end that although the Property may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

4. The provisions of this instrument shall become effective upon their recordation in the public records of Miami-Dade County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time they shall be extended automatically for successive periods of ten (10) years each, unless released in writing by the then owners of the Property and the Director of the Department of Planning, acting for and on behalf of the City of Miami Beach, Florida upon the demonstration and affirmative finding that the same is no longer necessary to preserve and protect the Property for the purposes herein intended.

5. The provisions of this instrument may be amended, modified or released by a written instrument executed by the then Owner or Owners of the Property, with joinders by all mortgagees, if any. Should this Declaration of Restrictive Covenants (the "Declaration") be so

modified, amended or released, and the Director of the Department of Planning or his successor, approves, then such Director or successor shall forthwith execute a written instrument effectuating and acknowledging such amendment, modification or release. No modification, amendment or release shall be effective without the Director's, or his successor's, approval.

6. Enforcement shall be by action against any parties or persons violating or attempting to violate any covenants. The prevailing party to any action or suit pertaining to or arising out of this 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. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

7. Invalidation of any of these covenants by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.

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

[Signature Page and Notary Block to Follow]

Signed, witnessed, executed and acknowledged on this 30th day of August, 2021.

WITNESSES:

[Signature]
Signature

Natasha Friedenber
Print Name

[Signature]
Signature

Jessica Torres
Print Name

OWNER:

x [Signature]
Individual Signature

Juliette Klepach
Print Name

7433 Collins Ave, Corp.
Name of Corporate Entity

President
Position with Corporate Entity (Pres., VP, CEO)

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30 day of August, 2021 by Juliette Klepach as President of 7433 Collins Ave, Corp., a Florida corporation, on behalf of the company. He/she is personally known to me or produced _____ as identification and did not take an oath.

Notary: [Signature]
Print Name: Victor Recondo
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires 11/19/24

[NOTARIAL SEAL]



VICTOR ALEXIS RECONDO
Commission # HH 024923
Expires November 19, 2024
Bonded Thru Budget Notary Services

Approved:

DocuSigned by:

[Signature]
860301DF42AF475
Director of Planning Date

12/7/2021 | 4:06 PM EST

Approved as to form & language & for execution:

DocuSigned by:

[Signature]
8D8C588CCA88460...
City Attorney Date

12/7/2021 | 4:00 PM EST

Signed, witnessed, executed and acknowledged on this 30th day of August 2021.

WITNESSES:

[Signature]

Signature

Victor Recondo

Print Name

[Signature]

Signature

Nirvini Rivas

Print Name

OWNER:

[Signature]

Individual Signature

ROBERT FINJARS

Print Name

Pumps at 71, LLC,

Name of Corporate Entity

MANAGER

Position with Corporate Entity (Pres., VP, CEO)

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

SS:

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 30 day of August, 2021 by ROBERT FINJARS as MANAGER of Pumps at 71, LLC, a Florida limited liability company, on behalf of the company. He/she is ~~personally known to me~~ or produced _____ as identification and did not take an oath.

[NOTARIAL SEAL]



VICTOR ALEXIS RECONDO
Commission # HH 024923
Expires November 19, 2024
Bonded Thru Budget Notary Services

Notary: [Signature]

Print Name Victor Recondo

NOTARY PUBLIC, STATE OF FLORIDA

My commission expires 11/19/24

Approved:

[Signature] 12/7/2021 | 4:06 PM EST

Director of Planning Date

Approved as to form & language & for execution:

[Signature] 12/7/2021 | 4:00 PM EST

City Attorney Date

EXHIBIT "A"**LEGAL DESCRIPTION**

Lots 1, 2, 3, 4, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, in Block 6, Normandy Beach South, according to the plat thereof as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida.

AND:

All of a 10' Alley also known as Normandy Beach Court lying adjacent to Lots 7, 8, 9, 10 and 11, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 10; thence S 87°34'52" W along the North line of said Lots 7, 8, 9 and 10 for 100.00 feet to the Northwest corner of said Lot 7; thence N 02°21'31" W along the northerly projection of the East right of way line of a 20' Alley also known as Abbott Court for 10.00 feet to the Southwest corner of said Lot 11; thence N 87°34'52" E along the South line of said Lot 11 for 100.00 feet to the Southeast corner of said Lot 11; thence S 02°21'42" E along the southerly projection of the West right of way line of Abbott Avenue for 10.00 feet to the Point of Beginning.

AND:

A portion of a 20' Alley also known as Abbott Court lying adjacent to Lots 1, 2, 3, 4, 11, 12, 13, 14, 15, 16, 17 and 18, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of said Lot 1; thence S 02°21'31" E along the East line of said Lots 1, 2, 3 and 4, also being the West right of way line of a 20' Alley also known as Abbott Court for 166.44 feet to a point on a circular curve concave to the Southwest and whose radius point bears S 25°49'29" W; thence Southeasterly along a 37.90 foot radius curve leading to the right through a central angle of 61°49'00" for an arc distance of 40.89 feet to a non-tangent point; thence N 02°21'31" W along the West line of said Lots 11, 12, 13, 14, 15, 16, 17 and 18, also being the East right of way line of said 20' Alley also known as Abbott Court for 199.87 feet to the Northwest corner of said Lot 18; thence S 87°35'51" W along the Westerly projection of the South right of way line of 72nd Street for 20.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING:

A portion of Lot 4, Block 6, NORMANDY BEACH SOUTH, according to the plat thereof, as recorded in Plat Book 21 at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of said Lot 4, thence N 02°21'18" W along the West line of said Lot 4, also being the East right of way line of Byron Avenue for 38.00 feet; thence N 87°34'53" E along the North line of Normandy Beach Court for 107.07 feet to a point of curvature; thence Southeasterly along a 37.90 foot radius curve leading to the right through a central angle of 28°14'36" for an arc distance of 18.68 feet to a non-tangent point; thence S 02°21'31" E along the East line of said Lot 4, also being the West right of way line of a 20' Alley also known as Abbott Court for 33.49 feet to the Southeast corner of said Lot 4; thence S 87°34'53" W along the South line of said Lot 4 for 125.01 feet to the Point of Beginning.

JOINDER BY MORTGAGEE

The undersigned City National Bank of Florida ("Mortgagee"), being the owner and holder of those certain instruments listed below (collectively, the "Mortgage"), covering all/or a portion of the Property described in the foregoing agreement (the "Property"), does hereby consent and acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title. By its execution hereof, Mortgagee does not make any representations or warranties with respect to any matters set forth in or pertaining to the Declaration of Restrictive Covenants In Lieu of Unity of Title or undertake any of the obligations or liabilities contained therein. Except only as expressly provided herein, this consent does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage.

1. Mortgage, Assignment of Rents and Security Agreement from Pumps at 71, LLC, a Delaware limited liability company, and 7433 Collins Ave. Corp., a Florida corporation, in favor of City National Bank of Florida, recorded August 26, 2014 in Official Records Book 29285, Page 540, Public Records of Miami-Dade County, Florida.
2. Mortgage Modification Agreement by and between Pumps at 71, LLC, a Delaware limited liability company, and 7433 Collins Ave. Corp., a Florida corporation, in favor of City National Bank of Florida, recorded November 8, 2016 in Official Records Book 30301, Page 1740, Public Records of Miami-Dade County, Florida.
3. Mortgage, Assignment and Rents and Security Agreement from Abbott Avenue Partners, LLC, a Delaware limited liability company, in favor of City National Bank of Florida, recorded November 8, 2016 in Official Records Book 30301, Page 1255, Public Records of Miami-Dade County, Florida.
4. Third Mortgage, Assignment of Rents and Security Agreement from Pumps at 71, LLC, a Delaware limited liability company, and 7433 Collins Ave. Corp., a Florida corporation, in favor of City National Bank of Florida, recorded November 8, 2016 in Official Records Book 30301, Page 1288, Public Records of Miami-Dade County, Florida.
5. Mortgage, Assignment of Rents and Security Agreement from Abbott Avenue Partners, LLC, a Delaware limited liability company, in favor of City National Bank of Florida, recorded August 31, 2017 in Official Records Book 30676, Page 2707, Public Records of Miami-Dade County, Florida.
6. Amended and Restated Mortgage, Assignment of Rents and Security Agreement from Pumps at 71, LLC, a Delaware limited liability company, and 7433 Collins Ave. Corp., a Florida corporation, in favor of City National Bank of Florida, recorded August 31, 2017 in Official Records Book 30676, Page 2736, Public Records of Miami-Dade County, Florida.
7. Mortgage Modification, Notice of Future Advance and Spreader Agreement by and between Abbott Avenue Partners, LLC, a Delaware limited liability, and City National Bank of Florida, recorded December 4, 2017 in Official Records Book 30777, Page 4998, Public Records of Miami-Dade County, Florida.

8. Mortgage Modification Agreement by and between Abbott Avenue Partners, LLC, a Delaware limited liability company, and City National Bank of Florida, recorded December 4, 2017 in Official Records Book 30779, Page 2111, Public Records of Miami-Dade County, Florida.
9. Mortgage Modification Agreement by and between Abbott Avenue Partners, LLC, a Delaware limited liability, and City National Bank of Florida, recorded December 4, 2017 in Official Records Book 30779, Page 2118, Public Records of Miami-Dade County, Florida.
10. Mortgage Modification Agreement by and between Pumps at 71, LLC, a Delaware limited liability company, and 7433 Collins Ave. Corp., a Florida corporation, and City National Bank of Florida, recorded December 4, 2017 in Official Records Book 30779, Page 2125, Public Records of Miami-Dade County, Florida.
11. Mortgage Modification and Spreader Agreement by and between Abbott Avenue Partners, LLC, a Delaware limited liability, and City National Bank of Florida, recorded December 4, 2017 in Official Records Book 30779, Page 2133, Public Records of Miami-Dade County, Florida.

{Signature and Notary Block on Following Page}

IN WITNESS WHEREOF, these presents have been executed this 12th day of August, 2021.

WITNESSES:

CITY NATIONAL BANK OF FLORIDA

Anna S. Gionet
Signature

[Signature]
Signature

ANNA S GIONET
Print Name

Lance Hysmith
Print Name

[Signature]
Signature

SVP
Title

Diana Alvarez
Print Name

STATE OF FLORIDA)
) ss:
COUNTY OF Collier)

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization this 12 day of August, 2021 by Lance Hysmith, of City National Bank of Florida. He/She is personally known to me or has produced Driver License, as identification and did/did not take an oath.

My Commission Expires: 09/24/2021

NOTARY PUBLIC

Anna S Gionet
(Print, Type or Stamp Commissioned Name of Notary Public)



Anna S. Gionet
State of Florida
My Commission Expires 09/24/2021
Commission No. GG 140868