

## SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_ 2017, by and between 1500 OCEAN DRIVE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (“1500”), IL VILLAGGIO CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (“Il Villaggio”), OCEAN COURT, LLC, a Florida limited liability company (“Ocean Court”), JONATHAN PLUTZIK, a natural person (“Plutzik”), BETSY ROSS OWNER, LLC, a Florida limited liability company, and ALFRED BERG, a natural person, (“Berg”), (collectively, “Neighbors”), and BOOS DEVELOPMENT GROUP, INC., a Florida corporation (“Boos”), CVS 10346 FL, L.L.C., a Delaware limited liability company (“CVS”), and CITY OF MIAMI BEACH (“City”), a Florida municipal corporation (collectively “Respondents”, and all Respondents and Neighbors collectively, the “Parties”) who hereby stipulate and agree as follows:

### RECITALS

WHEREAS, 1500 manages and maintains a 114-unit condominium and controls the common elements on that certain parcel of land located in Miami-Dade County, Florida and more particularly described in Exhibit “A” attached hereto (the “1500 Property”); and

WHEREAS, Il Villaggio manages and maintains a 122-unit condominium and controls the common elements on that certain parcel of land located in Miami-Dade County, Florida and more particularly described in Exhibit “B” attached hereto (the “Il Villaggio Property”), and Alfred Berg is a resident of the condominium; and

WHEREAS, Betsy Ross Owner, LLC, Ocean Court, LLC and Plutzik are collectively owners and operators of the Betsy Ross Hotel at 1440 Ocean Drive, and more particularly described in Exhibit “C” attached hereto (the “Betsy Ross Property”); and

WHEREAS, Boos and CVS obtained City of Miami Beach Historic Preservation Board (“HPB”) approval and Board of Adjustment (“BOA”) approval of three zoning variances for the development, construction and operation of a CVS store at 1475 Collins Avenue (as further defined below, the “CVS Project”); and

WHEREAS, the Neighbors have raised concerns with the CVS Project and have filed two appeals to the circuit court in and for Miami-Dade County (a petition for writ of certiorari: Case No.: 14-112 AP, appealed by Boos and CVS to the Third District Court of Appeal via Case No. 3D15-0315, and an appeal pursuant to section 163.3215, F.S. Case No.: 14-007455-CA01) challenging the issuance of the variances by the BOA (the “CVS Project Litigation”); and

WHEREAS, the Betsy Ross Owner, LLC received HPB and BOA approval for an expansion of the Betsy Ross Hotel and the Carlton Hotel (the “Betsy Ross Project”); and

WHEREAS, Boos and CVS have raised concerns about the Betsy Ross Project and have filed certain appeals regarding that project: (i) HPB File No. 7414; Petition for Rehearing (March 24, 2014 Order “Order 1”); Special Master Appeal (Order 1) Case No. HPSM-14-002;

Special Master Appeal (April 22, 2014 Order “Order 2”) Case No. HPSM-14-001; Special Master Appeal (October 15, 2014 Order “Order 32”) Case No. HPSM-14-004; Petition for Certiorari (Order No. 1) Case No. 15-067 AP; Petition for Certiorari (Order No. 3) Case No. 15-884 AP; and Petition for Certiorari (Order No. 1 and No. 3) Consolidated in Case No. 15-067 AP; and (ii) BOA File No. 3695; and Petition for Certiorari, Case No. 14-168 AP (collectively, the “Betsy Ross Project Litigation”, and together with the CVS Project Litigation, the “Disputes”); and

WHEREAS, the Neighbors and the Respondents desire to resolve, settle, and dispose of any and all claims, suits, appeals and defenses that have been, could have been, or could be asserted (i) by the Neighbors directly or indirectly against or otherwise with respect to the CVS Project or (ii) by the Boos and CVS directly or indirectly against or otherwise with respect to the Betsy Ross Project, as they may be revised pursuant to this Settlement Agreement, including challenges to any City-issued approvals or permits, and to permit the CVS Project and the Betsy Ross Project to move forward to completion, all on and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements, undertakings, and representations contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereto agree as follows:

1. The foregoing recitals are true, accurate, and correct and are incorporated herein by this reference.
2. The “CVS Project” is a two-story CVS store not to exceed 17,200 square feet in floor area to be located at the southeast corner of Collins Avenue and 15th Street, as depicted on the plans attached hereto and made a part hereof as Exhibit “D” (the “CVS Project Plans”). The CVS Project (i) includes a loading bay along Collins Avenue, just west of the retail building and with no loading area on or accessed from 15th Street, and (ii) shall otherwise be substantially in accordance with the plans attached hereto as Exhibit “D”, unless otherwise modified by approvals of HPB or FDOT as provided herein.
3. The Parties agree as follows:
  - A. Terms Related to the CVS Project.
    - (1) CVS shall submit the CVS Project Plans to the appropriate City department for review and to the appropriate City board for its review and approval.
    - (2) The attached CVS Project Plans include the following:
      - (a) CVS Project design that reflects the design and architecture of the surrounding neighborhood.
      - (b) Sidewalks along the property’s Collins Avenue frontage, as depicted on the CVS Project Plans.

- (c) Sidewalks along the property's 15<sup>th</sup> Street frontage, as depicted on the CVS Project Plans.
  - (d) Street Trees along the property's 15th Street and Collins Avenue frontages. To effect this installation of the street trees CVS and the City shall jointly apply for all necessary City and FDOT approvals. CVS and the City shall provide Neighbors with five business day notice of, and the opportunity to attend any meetings with City and FDOT staff and officials.
  - (f) A revised lighting plan for the CVS property that will reduce the impact of the light from the CVS Project on adjacent properties. This lighting plan shall include but not be limited to a combination of up-lighting and down-lighting on the exterior west elevation. No intensive 'white' lighting (or similar intensive lighting) visible from the adjacent public rights of way or the adjacent properties shall be permitted.
  - (g) Entrance to the CVS store shall be at the corner of Collins Avenue and 15<sup>th</sup> Street.
- (3) Boos and CVS shall:
- (a) Prepare and provide to Neighbors no less than 20 days before HPB hearing, a preliminary construction mitigation plan that would minimize disruption to Collins Avenue, 15th Street and Ocean Drive addressing in specific detail the period between December 1 to May 1. Such plan shall be subject to reasonable modification based on feedback from the general contractor for the CVS Project prior to issuance of the building permit, provided that all changes must be approved by W. Tucker Gibbs, as representative of the Neighbors, which approval shall not be unreasonably withheld, conditioned or delayed.
  - (b) Ensure that the Collins Avenue loading zone shall be used as the sole location for all CVS vehicles loading and unloading for, and making deliveries to, the CVS store. Independent vendors will be informed that the use of the Collins Avenue loading zone is required and will be directed to not park along 15<sup>th</sup> Street. CVS shall post signage on the premises directing vendors to not park along 15<sup>th</sup> Street. In addition, CVS shall fund and the City shall install street signs:
    - On Collins Avenue along the CVS property showing that loading is limited to the hours of 7am to 12pm daily except for Sundays and recognized state and federal holidays.

- On 15<sup>th</sup> Street along the CVS property showing that loading is not permitted.
- (c) Establish and provide Neighbors with a copy of the notice to CVS vendors instructing them to use the Collins Avenue loading zone and not to park along 15th Street or use 15<sup>th</sup> Street for any loading/unloading activities. This shall include the limitation on the use of the loading zone to the period from 7am to 12pm daily except Sunday and recognized state and federal holidays.
  - (d) Prepare and present to Neighbors and City planning department staff a traffic and pedestrian impact study (“impact study”) prior to the issuance of the first certificate of occupancy. The impact study shall show the number of all truck deliveries per day and per week, the size of the trucks, the number of expected store visitors, estimate for the number of pedestrians using adjacent sidewalks and street crossings per hour and per day. In addition, the impact study shall include an analysis of “drop-off” and loading/unloading traffic and its impacts on traffic on Collins Avenue, 15th Street and Ocean Drive. The impact study shall include employee parking plan that shows number of employees, location of employee parking and the impacts of that parking on pedestrians and vehicular traffic.
  - (e) As a result of the impact study, prepare and present to City planning department staff a traffic and pedestrian impact mitigation plan which would set forth possible changes including but not limited to traffic signal timing, and additional turn signals that do not conflict with this Agreement.
  - (f) Ensure that for the seven (7) years following the issuance of the certificate of occupancy, that the CVS store not include any medical clinic (i.e., Minute Clinic), whether staffed by a doctor, nurse practitioner, physician assistant or other health care professional, provided that the foregoing shall not limit standard products and services offered by CVS from time to time in the pharmacy area of its stores (i.e., vaccinations). After the seven-year period, CVS shall notify the Neighbors no sooner than one hundred and twenty (120) days prior to the introduction of any medical clinic in the CVS store.
  - (g) Insure that beer, wine and liquor sales will not include individual beer bottles, single service wine bottles or travel liquor bottles. In no event shall CVS, during its period of ownership or lease of the CVS Project site, permit a package liquor store on the CVS Project site. Neighbors hereby reserve their rights to object to a package liquor store on the CVS Project site.

- (h) Present the submittal plans to the planning department no later than January 15, 2018.
  - (i) Provide Neighbors with five (5) business days' notice of, and the opportunity to attend and comment through one representative at, all of its meetings with City staff and officials as well as FDOT and other governmental entities regarding the design and construction and any changes to the loading bay on Collins Avenue and the sidewalks on Collins Avenue and 15<sup>th</sup> Street.
- (4) Neighbors (individually and collectively) shall:
- (a) Cooperate with CVS at any meetings with FDOT to seek and obtain FDOT's approval of a loading bay along Collins Avenue, as depicted in the CVS Project Plans.
    - The Parties acknowledge that the CVS Project and CVS Project Plans remain subject to, and may be modified in connection with, the FDOT approval process. The CVS Project and the CVS Project Plans may be revised to incorporate any modifications required as part of such process provided the same (i) are acceptable to CVS, in its reasonable discretion, (ii) do not materially impact the location of the loading zone along Collins Avenue as shown on CVS Project Plans, and (iii) do not directly or indirectly cause the addition of any loading zone or area on or accessed from 15<sup>th</sup> Street.
    - In the event that FDOT requires a wider loading zone on Collins Avenue, there shall be permitted a Collins Avenue sidewalk reduction reflecting the FDOT requirement up to one foot in width from the measurements for the Collins Avenue sidewalk set forth in the CVS Project Plans. The 15<sup>th</sup> Street sidewalk width shall not be affected by any changes to the Collins Avenue loading zone. All sidewalk areas shall be clear of any obstruction including planters, ramps and steps, except as may be shown on the CVS Project Plans.
  - (b) Support the CVS Project as set forth herein and shall not file any additional appeals of, or cause to delay or infringe, the CVS Project, or pursue any other formal administrative or judicial actions adverse to the CVS Project, provided that:
    - Boos and CVS strongly support and advocate, directly or through legal representative(s), in favor of the CVS Project

Plans before the HPB and all governmental entities reviewing the CVS Project;

- The HPB makes no substantial changes to the CVS Project Plans, including the Collins Avenue and 15<sup>th</sup> Street sidewalk widths as set forth in the CVS Project Plans; and
- The HPB (i) makes no material changes to the location of the loading/unloading area on Collins Avenue and (ii) does not approve any changes to the CVS Project Plans that show any loading/unloading on, or access to loading/unloading from 15<sup>th</sup> Street.

Said support as set forth above shall be stated by a representative of the Neighbors at any public hearings before the HPB or any other City board or other governmental authority with jurisdiction over the CVS Project. Neighbors shall not seek or encourage a third party to file an objection, appeal or oppose, the CVS Project as set forth herein.

The Parties acknowledge that any requests for approval necessitated by this Agreement, whether by the City or its boards or staff, acting in its/their governmental capacity, are subject to the independent discretion of the City and/or such boards and staff, which are not agreeing in advance to any particular outcome on such applications for approval.

If Boos, CVS or any successor in interest violates the terms of this Agreement, the Neighbors, shall retain their rights, without limitation, to take such actions at law as may be permissible.

(5) Should a variance(s) necessary for the CVS Project Plans be denied by the HPB or successfully challenged, the Neighbors agree that CVS may modify the CVS Project Plans to provide for a loading bay on the south side of CVS site with access along Collins Avenue should FDOT approve the necessary curb cut at that location. All parties will treat this loading space modification as though it was in the original CVS Project Plans and the Neighbors will support those modified plans as long as those plans do not make substantial changes to the sidewalk widths shown on the CVS Project Plans, and the plans show no loading/unloading areas on or accessed from 15<sup>th</sup> Street.

(6) Should the HPB deny approval of the CVS Project Plans, once said denial is final, and Boos and/or CVS decide not to proceed under plans modified in accordance with this Agreement, Boos, CVS and the Neighbors shall be released from all obligations under this Agreement with the exception of those obligations in Sections 3.B(1)(a), 3.B.(2), 3.B.(8), and 3.B.(9) of this Agreement.

(7) Once Betsy Ross Property receives a Certificate of Occupancy, the obligation of Boos and CVS to Betsy Ross Property's owners and operators are complete.

B. General Terms.

(1) Dismissal of Litigation.

(a) Within ten days of the execution of this Agreement Boos and CVS agree to dismiss with prejudice all claims, suits and appeals against the Betsy Ross Project subject to the provisions in paragraph 3.B.(8). Additionally, Boos and CVS agree not to file any other challenges, claims, suits or appeals, directly or indirectly, against or otherwise with respect to the Betsy Ross Project so long as Neighbors comply with the terms of this Settlement Agreement.

(b). Once all claims, suits and appeals against the Betsy Ross Project are dismissed and the HPB approvals as set forth in sections 3.A. 2 and 3 herein are final and non-appealable, within ten (10) days of the foregoing date, the Neighbors agree to dismiss all remaining claims, suits and appeals against the CVS Project. Additionally, the Neighbors agree not to file any other challenges, claims, suits or appeals, directly or indirectly, against or otherwise with respect to the CVS Project so long as all Boos and CVS comply with the terms of this Settlement Agreement

(2) Except for the rights and obligations set forth in this Agreement and effective upon the full execution and delivery of this Agreement, dismissal of claims, and the final approval of the CVS Project, 1) the Neighbors, and 2) CVS and Boos (collectively), and 3) the City, hereby remise, acquit, satisfy, and forever discharge each other and their employees, agents, City of Miami Beach elected officials, property managers and all affiliated persons and entities from any and all manner of action and actions, cause and causes of action, suits, debts, dues, and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, damages, judgments, execution, claims and demands whatsoever, in law or in equity, which either party ever had, now has or hereafter can, shall or may have against the other for, upon or by reason of any matter, cause or thing whatsoever arising from or connected with the Disputes or any other actions or omissions prior to the date hereof with respect to the CVS Project or the Betsy Ross Project.

(3) The Parties hereto agree that they shall expeditiously take such actions and provide such documents and instruments as may be reasonably necessary to effectuate the purposes of this Agreement.

- (4) Each Party hereto acknowledges that this Agreement is a compromise resolution of disputed claims and agrees that it shall never be treated or used as an admission or evidence of liability or wrongdoing against any party hereto for any purpose whatsoever; provided, however, that this Agreement may be admissible in any action or proceeding to enforce its terms. Each Party hereto denies any liability to the other and any wrongdoing and acknowledges that this settlement is based solely on their desire to resolve all disputes and avoid any further costs of litigation.
- (5) The Parties represent and warrant that they have executed this Agreement freely and voluntarily after having had an opportunity to consult with their respective attorneys concerning their rights and obligations hereunder.
- (6) This Agreement shall be deemed drafted by all Parties and there shall be no presumption against any Party relating to the drafting of said Agreement and the language used herein. The obligations and duties of the Parties are as provided for in each provision of this Agreement, notwithstanding that certain sections are identified as creating obligations for specific Parties.
- (7) The laws of the State of Florida shall govern this Agreement and its enforcement. Venue for any action or proceeding brought under this Agreement shall be in Miami-Dade County. All parties waive jurisdiction in the Federal Courts, including diversity jurisdiction, if applicable.
- (8) CVS shall reimburse Neighbors for certain costs and legal fees incurred in connection with the Disputes in the amount of \$330,000 upon full execution and delivery of this Agreement.
- (9) In the event of any dispute under this Agreement requiring litigation to resolve, the prevailing party shall be entitled to an award of costs and reasonable attorney's fees incurred as a result of the dispute, including suit, pre-suit and appellate costs and attorney's fees in any legal, equitable or administrative proceeding relating to the dispute (including without limitation proceedings to enforce this Agreement).
- (10) Except as otherwise expressly set forth herein, including in subsections (8) and (9) above, each Party shall bear its own fees and costs in connection with this Agreement, the Disputes, and any other pre-Agreement litigation, projects, and disputes.
- (11) The Parties signing this Agreement represent and warrant that they have full and complete legal and binding authority to enter into this Agreement.
- (12) This Agreement and all obligations hereunder shall be binding upon and shall inure to the benefit of all the Parties and their respective heirs, successors, and/or assigns as a covenant running with the land so long as CVS owns or leases the land. This Agreement represents the entire



Betsy Ross Owner, LLC.  
1440 Ocean Drive  
Miami Beach, FL 33139

With a copy to:

David Custin  
6401 SW 113th Place  
Miami, Florida 33173

If to Boos:

Paul Tremblay, Regional  
Director, South Florida  
Boos Development Group, Inc.  
5789 NW 151st Street, Suite B  
Miami Lakes, FL 33014

With a copy to:

Michael W. Larkin, Esq.

Bercow Radell & Fernandez, P.A.  
200 South Biscayne Boulevard  
Suite 850  
Miami, Florida 33131

And

Kent H. Robbins, Esq.

Law Offices of Kent Harrison Robbins  
242 Northeast 27<sup>th</sup> Street  
Miami, Florida 33137

If to CVS:

c/o CVS Pharmacy, Inc.

One CVS Drive (Mail Code: 1160)  
Woonsocket, RI 02895  
Attention: Christopher Mercer, Senior  
Legal Counsel and  
Michael Meo, Senior Legal Counsel

With a copy to:

Michael W. Larkin, Esq.

Bercow Radell & Fernandez, P.A.  
200 South Biscayne Boulevard  
Suite 850  
Miami, Florida 33131

And:

Kent H. Robbins, Esq.

Law Offices of Kent Harrison Robbins  
242 Northeast 27<sup>th</sup> Street  
Miami, Florida 33137

If to City:

Jimmy Morales, City Manager

City of Miami Beach  
1700 Convention Center Drive, 4th Floor  
Miami Beach, Florida 33139

With a copy to:

Raul Aguila, City Attorney

City of Miami Beach, City Attorney's  
Office  
1700 Convention Center Drive, 4th Floor  
Miami Beach, Florida 33139

Notices delivered by a nationally recognized overnight courier service such as Federal Express shall be effective on the date received. Notices sent by facsimile or email shall be effective on the date transmitted and received, provided that receipt occurs before 5:00 p.m. Eastern Standard Time on a business day.

- (14) This Agreement may be executed in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. A facsimile or electronic (PDF) copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.
- (15) Time is of the essence with respect to each provision contained in this Agreement.
- (16) The Parties agree that irreparable damage may occur and that the Parties may not have any adequate remedy at law in the event that any of the provisions of this Agreement are not performed in accordance with its specific terms or are otherwise breached. It is accordingly agreed that the Parties will be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the provisions of this Agreement, this being in addition to any other remedy to which they are entitled at law or in equity. The Parties agree and stipulate that no injunction bond shall be required as a result of an injunction sought by any Party hereunder.
- (17) Unless the context clearly requires otherwise, (i) "or" is not exclusive, and (ii) "includes" and "including" are not limiting.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly entered into and signed as of the date set forth above.

Witnesses:

*MP*

Print Name David Bannister

David Mishkin  
Print Name DAVID MISHKIN

1500 CONDOMINIUM ASSOCIATION, INC.,

By: *Alfred R. Lepore*  
ALFRED R. LEPAGE

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July 2017 by ALFRED LEPAGE, as President of 1500 CONDOMINIUM ASSOCIATION, INC., freely and voluntarily on behalf of said corporation. This person is personally known to me or who produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, State of Florida at Large  
Print Name Dorothy Flannery  
My commission expires: 10/13/2020



Dorothy E. Flannery  
Commission # GG38375  
Expires: October 13, 2020  
Bonded thru Aaron Notary

*Dorothy E. Flannery*

IL VILLAGGIO CONDOMINIUM  
ASSOCIATION, INC.,

Witnesses:

Maria Elena Borkis de M... [Signature]  
Print Name

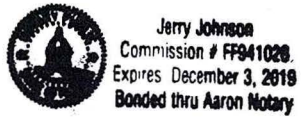
Coverney Ann... [Signature]  
Print Name

By: [Signature]

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 31 day of JULY <sup>2017</sup> ~~2016~~ by GEORGE  
LINDEMAN as President of IL VILLAGGIO CONDOMINIUM ASSOCIATION, INC., freely  
and voluntarily on behalf of said corporation. This person is personally known to me ~~or who~~  
~~produced~~ \_\_\_\_\_ as identification.

NOTARY PUBLIC, State of Florida at Large  
Print Name Jerry Johnson [Signature]  
My commission expires:



**BETSY ROSS OWNER, LLC.,**

Witnesses:

2 PLUTZIK [Signature]  
Print Name

By: [Signature]

MONTE-APONTE [Signature]  
Print Name

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 25 day of Sept 2016<sup>7</sup> by Jonathan Plutzik as President of BETSY ROSS OWNER, LLC. freely and voluntarily on behalf of said corporation. This person is personally known to me or who produced \_\_\_\_\_ as identification.



Thania E. Albert  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG012888  
Expires 7/18/2020

NOTARY PUBLIC, State of Florida at Large Thania E. Albert  
Print Name Thania E. Albert  
My commission expires: 7/18/2020

Witnesses:

Corey Randolph  
Print Name

Ricardo Sevilla  
Print Name

~~OCEAN COURT, LLC~~

By: \_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 21 day of July <sup>2017</sup> ~~2016~~ by Jonathan Plutzik, as President of OCEAN COURT, LLC, freely and voluntarily on behalf of said corporation. This person is personally known to me or who produced \_\_\_\_\_ as identification.



Thania E. Albert  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG012888  
Expires 7/18/2020

NOTARY PUBLIC, State of Florida at Large  
Print Name Thania E. Albert  
My commission expires: 7/18/2020

Thania E. Albert

~~JONATHAN PLUTZIK~~

By: \_\_\_\_\_

Witnesses:

Jonathan Plutzik  
Print Name

M. Ortiz-Aponte  
Print Name

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 25 day of Sept 2018 by JONATHAN PLUTZIK, freely and voluntarily. This person is personally known to me or who produced \_\_\_\_\_ as identification.



Thania E. Albert  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG012888  
Expires 7/18/2020

NOTARY PUBLIC, State of Florida at Large  
Print Name Thania E. Albert  
My commission expires: 7/18/2020

*Thania E. Albert*

ALFRED BERG,

By: Alfred Berg

Witnesses:

Robert Rockmore  
Robert Rockmore

Print Name

[Signature]  
Print Name

STATE OF ~~FLORIDA~~ New York Y.P.  
COUNTY OF ~~MIAMI-DADE~~ NASSAU

The foregoing instrument was acknowledged before me this 30 day of July 2016 by  
ALFRED BERG, freely and voluntarily. This person is personally known to me or who produced  
NYS DMV LIC as identification.

NOTARY PUBLIC, ~~State of Florida at Large~~  
Print Name LEONARD PUGATCH  
My commission expires:

[Signature]  
LEONARD J. PUGATCH  
Notary Public, State of New York  
No. 02PU4654942  
Qualified in Nassau County  
Commission Expires March 30, 2019

Witnesses:

*Andra DelMonico*  
Print Name Andra DelMonico

*Maureen Wolfe*  
Print Name  
Maureen Wolfe

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

BOOS DEVELOPMENT GROUP, INC.,

By: *Robert B. Boos*

Robert B. Boos  
President & COO

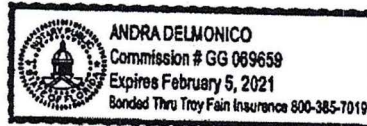
The foregoing instrument was acknowledged before me this 25 day of Aug 2016 by Robert B Boos as President of BOOS DEVELOPMENT GROUP, INC., freely and voluntarily on behalf of said corporation. This person is personally known to me or who produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, State of Florida at Large

Print Name Andra DelMonico

My commission expires:

*Andra DelMonico*



CVS 10346 FL, LLC.,

By:

*Clay Wilson*

Clay Wilson  
RVP, Real Estate

Witnesses:

*Nayretha Haynes*  
*Nayretha Haynes*

Print Name

*Hannah Ingram*  
*Hannah Ingram*

Print Name

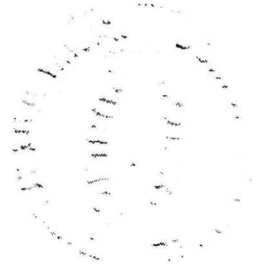
STATE OF FLORIDA *Alabama*  
COUNTY OF MIAMI-DADE *Jefferson*

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of Aug 2016 by Clay Wilson, as RVP of CVS 10346 FL, LLC., freely and voluntarily on behalf of said corporation. This person is personally known to me or who produced personally known as identification.

*Alabama*  
NOTARY PUBLIC, State of Florida at Large  
Print Name  
My commission expires

Donna McDaniel  
My Commission Expires  
September 25, 2018

*Donna McDaniel*



**CITY OF MIAMI BEACH,**

Witnesses:

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

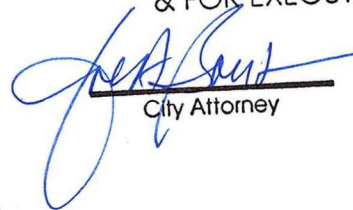
\_\_\_\_\_  
Print Name

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_ 201~~6~~<sup>7</sup> by \_\_\_\_\_, as \_\_\_\_\_ of the City of Miami Beach., freely and voluntarily on behalf of said municipality. This person is personally known to me or who produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, State of Florida at Large  
Print Name  
My commission expires:

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

10/5/17  
Date

This Page Intentionally Left Blank

# **EXHIBIT "A"**

**LEGAL DESCRIPTION**

**1500 Ocean Drive Condominium  
(Folio No. 02-3234-118-0001)**

ALTON BEACH 1ST SUB PB 2-77 PORTIONS OF LOTS 1 THRU 4 BLK 56  
& RIP RTS BLK 56 ADJ TO E LINE OF BLK 56 & PORT LYING EAST &  
ADJACENT WEST OF EROSION LINE PER PB 105-62.

# **EXHIBIT “B”**

**LEGAL DESCRIPTION**

**Il Villaggio on South Beach Condominium  
(Folio No. 02-3234-115-0001)**

HARRISON & HAYES SUB PB 9-73. PORTIONS OF LOTS 1 THRU 4 & LOTS 1  
& 2 E OF SAME EXT AS DESC IN OR BOOK 18307-1424 & PORTION LYING  
EAST & ADJACENT WEST OF EROSION LINE PER PB 105-62.

# **EXHIBIT “C”**

**LEGAL DESCRIPTION**

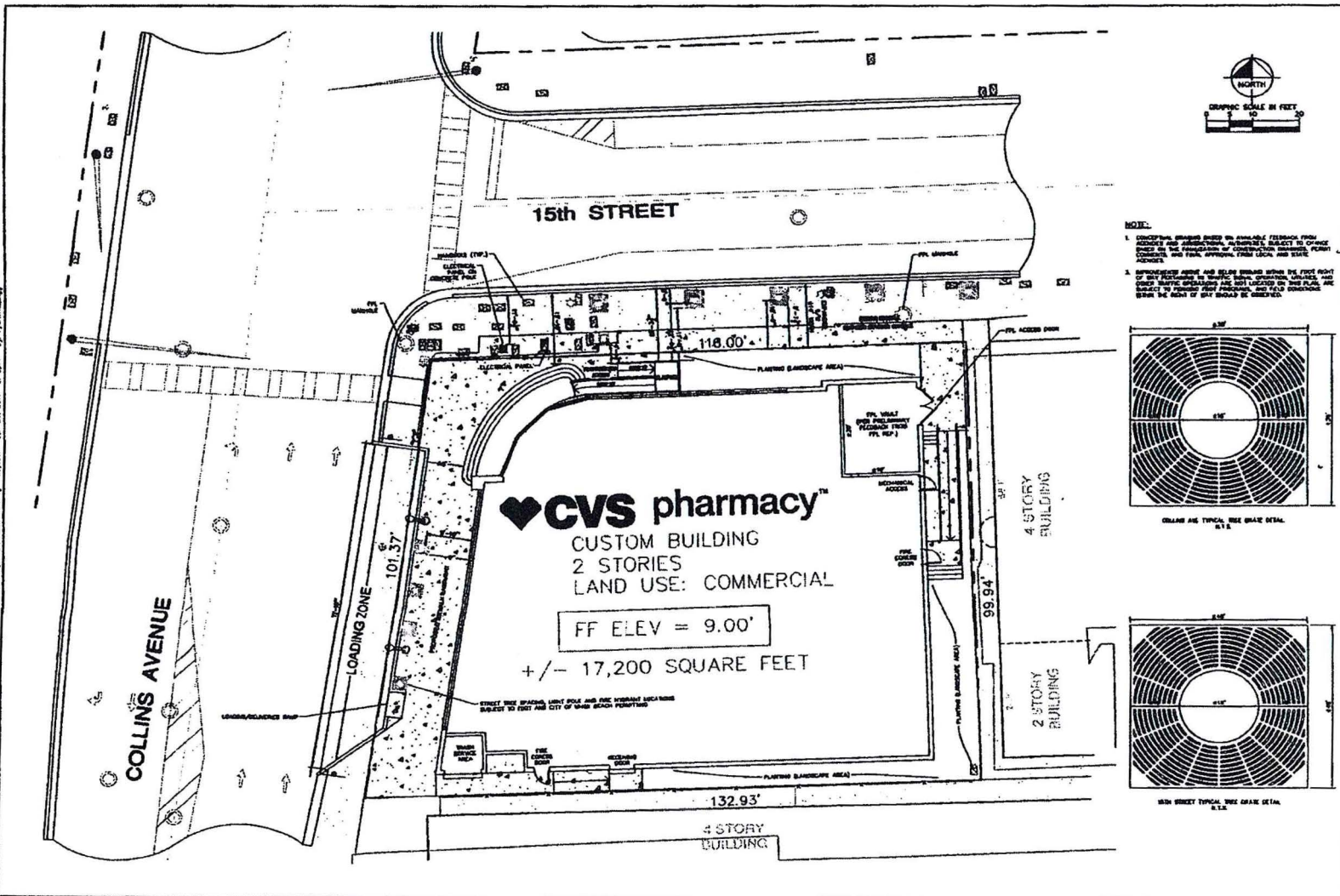
**The Betsy:**

**(Folio No. 02-3234-008-0581)**

OCEAN BEACH ADDN NO 2 PB 2-56, LOT 1 LESS NLY 13FT & ALL LOT 2  
BLK 19.

# **EXHIBIT “D”**

Drawing name: H:\MID\_CVS\14327094 - CVS Collins and 15th Miami Beach\14327094\_Site Plan.dwg User: J. Jan 20, 2017 8:10am 33 pages



PROTOTYPE: CUSTOM  
 STORE NUMBER: TBD  
 1475 COLLINS AVENUE  
 MIAMI BEACH, FL 33139  
 PROJECT TYPE:  
 DEAL TYPE:  
 CS PROJECT NUMBER: 66731

ARCHITECT OF RECORD:

CONSULTANT:  
**Kimley-Horn**  
 KIMLEY-HORN AND ASSOCIATES, INC.  
 1890 S. Congress Ave., Ste 100  
 Delray Beach, Florida 33445  
 TEL: (561) 330-2345  
 FAX: (561) 330-2245  
 CA 0000696

DEVELOPER:  
**BOOS**  
 BOOS DEVELOPMENT GROUP, INC.  
 2951 MCCORMICK DRIVE  
 CLEARWATER, FL 33759  
 (727) 668-2900

SEAL:

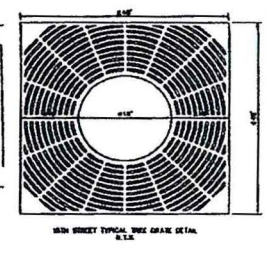
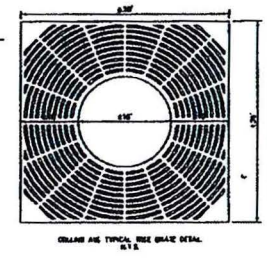
REVISIONS:

02/03/2016	01/29/2017
03/22/2016	
07/28/2016	
09/12/2016	

LAYOUT COORD: MTR  
 PLANNING MGR: MTR  
 DRAWING BY: RMM  
 DATE: 01/30/2017  
 JOB NUMBER: 043247094

TITLE:  
 CONCEPTUAL  
 SITE PLAN  
 SHEET NUMBER:  
**SP-1**  
 COMMENTS:  
 NOT RELEASED FOR CONSTRUCTION

- NOTE:
- CONCEPTUAL GRADING SHOWN ON AVAILABLE RECORDS FROM RECORDS AND ADJUSTMENTS. ADJUSTMENTS SUBJECT TO CHECKS BY THE ENGINEER FOR CONSTRUCTION AND STATE PLANNING AGENCIES AND FINAL APPROVALS FROM LOCAL AND STATE AGENCIES.
  - CONCEPTUAL ASBESTOS AND LEAD TESTING SHOWN WITHIN THE FOOT PRINT OF THIS BUILDING IS SUBJECT TO TESTING. CONSTRUCTION MATERIALS AND OTHER MATERIALS SHOWN ARE SUBJECT TO TESTING. TESTING SHALL BE CONDUCTED WITHIN THE FOOT PRINT OF THIS BUILDING AS SHOWN.



# **EXHIBIT “E”**

