

PRESTO-KOLOR CO. INC and/or  
Owner A. Frank Katzentine Mailing Address WK A T BROADCASTING STATION  
Permit No. 10090 APPROX \$6000  
Lot 8-9 Block 16-A Subdivision Island View No. 1759 Street Bay Road Date July 19-1937  
General Contractor Geo. W. Langford Company Address 3233-12-0650  
Architect Paist & Steward Bond 1652 Address  
Front 45' Depth 60' Height 705Z Stories 1 Use Broadcasting Station  
Type of construction c/b/s// Cost \$ 25,000.00 Foundation concrete piles Roof built-up  
VERTICAL RADIATOR - 154 ft heigh- FOR STATION WKAT as per plans #3 Blaw-Knox Co.  
Approved by City Council - August 18th- 1938  
Plumbing Contractor Markowitz & Resnick # 10302 Date Aug. 16-1937  
No. fixtures 6 Rough approved by  
No. Receptacles  
Plumbing Contractor Address Date  
No. fixtures set Final approved by Date  
Sewer connection -- 1 -- Septic tank Make Date  
Electrical Contractor Ace Electric # 9292 Address Date Sept. 9-1937  
14  
No. outlets 21 Heaters Stoves Motors Fans Temporary service  
Receptacles 16- Meter 1  
Rough approved by Center 1 Date  
Electrical Contractor Ace Electric Co- # 9462 Address Date Oct. 2-1937  
No. fixtures set 29 Final approved by for lights only- Oct. 4-1937 Inman Date  
Ace- Electric Co. # 9744- 3 motors- Nov. 1-1937  
Date of service  
Alterations or repairs # 10334 - AIR CONDITIONING: General Air Conditioning Co. Date  
\$ 1,800.00--Sept. 28-1937  
# 14302- Extending vertical radiator for station as per plans \$ 3,500. July 12- -1940  
Lester Taylor, engineer: George W. Langford, contractor  
BUILDING PERMIT # 14457 Storage room- c/b/s/ 20' X 25' on spread footing \$ 1,000.00-Aug. 13-1940  
George W. Langford Company, contractor:

BUILDING PERMIT # 15537 - ADDITION - (reception room, 3 offices, bath room) \$ 9,000.00- Apr.17-1941

BOND 2781

" 45' X 51' X 16' - 1 story:

Weed & Reeder, architect: Witters Construction Co. contractor:  
c/b/s -- concrete piling - flat roof:

BUILDING PERMIT # 18015.. Painting tower.. day labor.. \$ 200:... Jan. 28,1944

BUILDING PERMIT # 18263.. Compressor.... Owner.....\$ 100.....April 24, 1944

BUILDING PERMIT # 21545 New 5" block partition - Duffey Construction Co: \$1,000: Dec.5,1945

# 24058, Repairs, alterations, installing new transmitter: \$1,000: Feb.13,1947

Robert Law Weed, architect: Duffey Construction Co:

LOTS 7, 8 & 9, # 34639 Concrete Piling only-Ribert Law Weed,arch: N.J.Dignum,engr: Reed Constr. Co.  
\$1,900.. 12/15/50

PLUMBING PERMIT # 15225- J.B.Forbes- 1 water closet - 1 lavatory - 4/22/1941

#15236 - J.B.Forbes- 1 SEWER - 4" and 1 floor drain- Apr.24-1941

ELECTRICAL PERMIT # 15687- F C Ast- 2 switch, 6 light outlets - 2 receptacles- 1 center of distribution-  
1 temporary service- 2 transmitters - Sept.21-1940

# 15854 F C Ast - 5 light outlets - 5 fixtures - 2 centers of distribution-10-11-40

#15855 F C AST - 1 center of distribution- 1 transmitter- Oct.11-1940

#17152- Wagner Electric - 12 switch, 12 light outlets; 21 receptacles; May 22-1941

W K A T ... # 20217... Wagner - 5 motors, 1 center of distribution... April 27,1944

W K A T # 20377.. Ace Electrical - 24 flourescent transformers.. July 24, 1944

W K A T # 23971 Ace Electric Service: 6 switch outlets, 12 light outlets, 4 receptacles, 12 fixture  
3 centers of distribution, 1 service equipment, March 6, 1947 Final 7/16/47 RBW

W K A T # 24214 Ace Electric: 1 switch outlet, 13 light outlets, 12 receptacles, 13 fixtures,  
3 centers of disrribution, 1 temporary service, May 19, 1947

BUILDING PERMITS: #SB891114 - 4-21-39 - Eastern Shores Ent. - Recover roof fiberglass - \$1,430.00 <sup>ed</sup>  
#BS890010 - 10-2-39 - Palmers Roof-Rite Co. - Reroof 9000 sq. ft.  
flat alum. coat - \$14,375.00 <sup>CT</sup>

CUMULATIVE COST OF CONSTRUCTION OF PERMITS ISSUED

DATE	PROCESS	DESCRIPTION	WORK	CUMULATIVE	APPRAISED BLDG.			BUILDING
ISSUED	NO.	OF WORK	COST	WORK COST	VALUE BEFORE REMODEL	%	COMMENTS	PERMIT NO.
4-21-89		RECOVER ROOF FIBERGLASS	\$1,730.00					58891114
10-2-89		REEROOF 9000 sq ft FLAT ROOF	\$14,875.00					B5890070

LOT

BLOCK

SUBDIVISION

ADDRESS

ALTERATIONS & ADDITIONS

Building Permits:

12-11-80/#59064/repipe bath, water service, repipe standpipe/Stolpmann Plumbing/\$24

#22042 4/20/82 Eddys Painting exterior painting white \$3,500.

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Plumbing Permits:

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Electrical Permits:

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# ALTERATIONS & ADDITIONS

Building Permits: # 34902 Repairs to old tower that was damaged by storm Oct. 1950- Erection \$2,500 & new steel \$ 2,500. Fla. Bridge & Iron Inc. \$ 6,000..... Jan. 18, 1951

Consulting engineer - Jorgensen & Schreffler: Fabricator - Blaw-Knox Co. of Pittsburgh

Lot 7 # 36130 Addition to W. K.A.T. Station (addition to Bldg. permit # 34639)-Permit Covers storage space, walls & Roofing ONLY- Lot 80 X 100 - #1 CBS, construction - Concrete Piling, foundation - Flat roof- Robert Law Weed, architect: N.J. Dignum, engr.: Charles E. Dawson, contractor \$ 30,000..... June 14, 1951  
All plans -// #36744 Painting - L.L. Commons, Inc., contr. \$ 965..... Sept. 5, 1951  
#37399 Roof repair - Palmer Roofing Co., contr. \$ 165..... Nov. 9, 1951  
#39118 Roofing - Palmer Roofing Co. \$ 150..... August 6, 1952

Plumbing Permits: # 31827 Marr Plumbing Company: 1 Sewer (4"), 1 Temporary water closet, 2 Water closets, 3 Lavatories, 1 Urinal, 1 Floor drain, 1 safe waste drain, 2 down spouts, June 14, 1951  
Rough OK 6/28/51 L. Rok on rain leader 8-6-51  
Final OK - 7-30-52 Rothman

Electrical Permits: # 33248 Lowry Electric: 1 switch outlet, 5 light outlets, (Radio tower & Hazard lights) - Jan. 30, 1951 Rosser 2/5/51

Lots 7,8,9, - # 34251 Lowry Electric Co: 19 Switch outlets, 33 Receptacles, 33 Light outlets, 33 Fixtures, 1 Service equipment, 4 Motors, June 11, 1951. Meginniss 9-19-51  
#35011 Lowry Electric Co: 2 Switch outlets, 2 1/2-hp Fans, Sept. 17, 1951 Mahinniss 9-18-51

BUILDING PERMITS CONTD: #1906 - Davis Air Cond, - 1-4 ton-1-2 ton-1-2 1/2 ton air cond central 1/21/72

Lot

Block

Subdivision

## ALTERATIONS &amp; ADDITIONS

Building Permits: #39824 Air condition unit - wall unit -3/4 HP- Dade Air Condition Co., contr.

A.Plaag OK 10/23/52

\$ 45.

Oct. 20, 1952

#44674 Palmer Roofing: Roofing:

\$ 185:

May 24, 1954

#53204 M.R. Harrison Const. Corp: Repairs to floor of west wing of bldg, drive 10" concrete piles and designed to support floor - \$5000.00- May 6, 1957

#67426 McDonald Air Conditioning, Inc.: Install 1 - 2 hp air conditioner, pkg. unit - \$600. - 6/11/62 OK Plaag 7/30/62

#70618 Carbarry Bros.: Paint exterior - \$674. - 11/19/63

#73605 Marks Bros: Pave parking lot - \$1500 - 2/23/65

#76348 Airko A. C. Co.: Install 2 - 7½ ton A. C. units - \$4500 - 5/25/66 OK Plaag 6/2/66

#77571 Ward Roofing Inc: Reroof 28 squares - \$1000 - 12/20/66

#80050 Biscayne Roofing: re-roof 3000 sq. ft. - \$3000 - 4/9/68

#10893-Brady Roofing-Repairs-\$600-3-7-77

Plumbing Permits: #15635-Williams Paving-Overlay exsting pakking lot w/1' asphalt-\$2475-9-10-79

#46377 Marr Plbg. Co.: 2 water closets, 2 lavatories, 1 urinal, 1 drinking fountains - 1/16/68

#05355-Lang Roofing and Tile-Re-roof 7 sqs-\$995-4-10-74

Electrical Permits: #58534 Griffin Electrical Cont. Inc.: 1 motor, 2-5 hp - 7/25/62

#62481 J & M Elec. Co.: 1 meter change - 7/6/65

#63320 Astor Electric Service, Inc.: standby generator - 3/14/66

#67344 Astor Elect. Co. 1 Receptacle, 1 fan outlet, 9/11/69

6/23/80 - service repair meter change

#76385

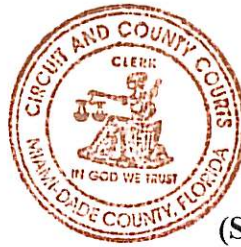
Holbert Elect.

CFN 2013RD171280  
OR Bk 28515 Pgs 2049 - 20567 (8pgs)  
RECORDED 03/05/2013 10:04:26  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Graham Penn, Esq.

Address: Bercow Radell & Fernandez, P.A.  
200 S. Biscayne Boulevard, Suite 850  
Miami, FL 33131



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### EASEMENT AND OPERATING AGREEMENT

This Easement and Operating Agreement is made and entered into as of the \_\_\_\_ day of November 2012, by and between 1747 Bay Road Properties, LLC (the "Seller") and Cueto Miami, LLC a Florida limited liability company (the "Buyer") hereafter collectively the "Parties".

#### RECITALS:

WHEREAS, the Seller holds the fee simple title to the property described on the attached Exhibit A (the "Property"); and

WHEREAS, the Seller will retain ownership of Parcel "A" as legally described on the attached Exhibit B; and

WHEREAS, the Buyer has contracted to purchase Parcel "B" as legally described on the attached Exhibit C; and

WHEREAS, the Seller and Buyer are desirous of recording an Easement and Operating Agreement to govern the relationship between the Parcels as required by the Covenant in Lieu of Unity of Title recorded at Official Record Book 28393 Page 4191 of the Public Records of Miami-Dade County (the "Covenant in Lieu"); and

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WHEREAS, this Easement and Operating Agreement has been submitted for review for consistency with the Covenant in Lieu by the Director of the Miami Beach Planning Department, who has authorized the execution and recording of the Agreement.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Conditional Use Approval. The Property is the subject of a Conditional Use Permit issued by the Planning Board of Miami Beach, Florida at its meeting of December 13, 2011 and recorded at Official Record Book 28021, Pages 4106 through 4111 of the Public Records of Miami-Dade County (the "Permit"). The Permit contemplated the development of the Property with a combination of retail/restaurant uses and a vehicle towing operation. The Parties hereby agree to file an application with the City of Miami Beach within thirty (30) days of the date of this agreement seeking a modification of the Permit to reduce its scope to the towing operation on Parcel A, thereby removing Parcel B from the scope of the permit. The Seller shall be responsible for preparing and filing the application. In the event that the Planning Board of the City of Miami Beach denies the requested modification of the Permit or a third party successfully challenges a Planning Board approval of a modification, the Permit shall remain in full effect on the Property.

2. Parcel A Temporary Construction Easement. The Seller hereby grants the Buyer, its successors and assigns, and their respective officers, employees, agents, contractors, subcontractors, lenders, invitees and licensees, a temporary non-exclusive easement on, over,

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through and across Parcel A, inclusive of the airspace above Parcel A, to develop improvements on Parcel B, and for staging, erection, construction (and reconstruction after casualty or condemnation), alteration, improvement and repair of any improvements on Parcel B. The Buyer shall use reasonable, good faith, efforts during the period of construction of improvements on Parcel B (and during the period of any reconstruction after casualty or condemnation) to minimize the construction dirt and debris within Parcel A, and to not interfere with Seller's reasonable use of Parcel A.

The Buyer hereby agrees to indemnify, defend, and hold harmless the Seller, its successors and assigns from, against and in respect of any claim, loss, liability, cost, injury, expense, damage, action or judgment of any and every kind whatsoever, including without limitation, attorney's fees and costs, which may be suffered or incurred by the Seller in connection with any inquiry, charge, claim, cause of action, demand, or lien made or arising, directly or indirectly, or, in connection with, with respect to, or as a direct or indirect result of the construction undertaken by the Buyer pursuant to this non-exclusive easement.

3. Parcel B Temporary Construction Easement. The Buyer hereby grants the Seller, its successors and assigns, and its respective officers, employees, agents, contractors, subcontractors, lenders, invitees and licensees, a temporary non-exclusive easement on, over, through and across Parcel B, inclusive of the airspace above Parcel B, to develop improvements on Parcel A, and for staging, erection, construction (and reconstruction after casualty or condemnation), alteration, improvement and repair of any improvements on Parcel A. The Seller shall use reasonable, good faith, efforts during the period of construction of improvements on

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Parcel A (and during the period of any reconstruction after casualty or condemnation) to minimize the construction dirt and debris within Parcel B, and to not interfere with Buyer's reasonable use of Parcel B.

The Seller hereby agrees to indemnify, defend, and hold harmless the Buyer, its successors and assigns from, against and in respect of any claim, loss, liability, cost, injury, expense, damage, action or judgment of any and every kind whatsoever, including without limitation, attorney's fees and costs, which may be suffered or incurred by the Buyer in connection with any inquiry, charge, claim, cause of action, demand, or lien made or arising, directly or indirectly, or, in connection with, with respect to, or as a direct or indirect result of the construction undertaken by the Seller pursuant to this non-exclusive easement.

4. Demising Wall. The Parties shall install a demising wall between Parcels A and B within the existing building on the Property. No doorways or other access points shall be permitted to pierce the wall.

5. Shared Utilities. The Parties shall ensure that each Parcel is served by the necessary utility services from the public right of way. If one or both of the Parcels cannot be served by one or more utilities directly from the public right of way, the Parties hereby agree that they shall enter into separate agreement(s) and execute and record such effectuating documents as may be required, governing the delivery of utilities to the impacted Parcel(s).

6. Floor Area Assignment. The Parties agree that neither Parcel may be developed with a floor area that exceeds that permitted by the Land Development Regulations of the City of Miami Beach based on the Parcel's size. The current permitted floor area ratio for each Parcel is 1.0. In

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the event it is determined that the existing development on Parcel B exceeds the maximum floor area ratio of 1.0, additional floor area will be assigned to Parcel B from Parcel A. Any such floor area allocation will be temporary in nature in order to accommodate the existing development on Parcel B. Once the existing development on Parcel B is modified in any fashion to reduce its existing floor area, any floor area previously assigned shall return to Parcel A. Based on the Land Development Regulations of the City of Miami Beach, there is no floor area that remains unallocated for development on the Property. This Agreement shall not be construed to allow any structure(s) to be permitted or constructed that would exceed the maximum floor area permitted on the Property pursuant to the City's Land Development Regulations. In the event that the City's Land Development Regulations, following an affirmative vote of the electors of Miami Beach as contemplated in Section 1.03(c) of the City's Charter, are later amended or interpreted so that the Property may be developed with additional floor area, the developments of both Parcel A and Parcel B may be expanded on a pro-rata basis, or as may be agreed to by the Parties at that time.

7. Attachment of Buildings. The Parties hereby grant each other the mutual right to attach buildings at the shared property line between the Parcels. This right of attachment will not, however, permit any portion of a building to encroach onto the neighboring Parcel.

8. Recordation. 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.

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9. Amendment, Modification, and Release. 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.
10. Enforcement. 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 Easement and Operating Agreement 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.
11. Severability. Invalidation of any of these easements by judgment of Court shall not affect any of the other provisions, which shall remain in full force and effect.
12. Cumulative Right. 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.

Signed, witnessed, executed and acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2012

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

for Jerry Held 12-6-12  
City Attorney Date

Phil 12-6-12  
City Planning Director Date

[EXECUTION PAGES FOLLOW]

1/31/12 24

(Space reserved for Clerk)

IN WITNESS WHEREOF, the Seller has caused these presents to be signed in its name by its proper officials.

Witnesses:

[Signature]  
Signature

Mark Alhadeff  
Print Name

[Signature]  
Signature

Beth Barash  
Print Name

1747 Bay Road Properties, LLC  
(Name of Limited Liability Company)

Address:  
2200 Biscayne Boulevard  
Miami, FL 33137

By [Signature]  
Russell Galbut

Director of Ronruss Corporation, which  
is the General Partner of Ronruss  
Partners, Ltd., which is the Managing Member of  
1747 Investments, which is the Managing  
Member of 1747 Bay Road Properties, LLC

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

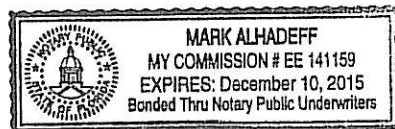
The foregoing instrument was acknowledged before me by Russell Galbut, Director of RonRuss Corporation, which is the General Partner of Ronruss Partners, Ltd., which is the Managing Member of 1747 Investments, which is the Managing Member of 1747 Bay Road Properties, LLC the Managing Member of 1747 Bay Road Properties, LLC, on behalf of the limited liability company. He is personally known to me or has produced \_\_\_\_\_, as identification.

Witness my signature and official seal this 11 day of December, 2012, in the County and State aforesaid.

[Signature]  
Notary Public-State of Florida

Print Name

My Commission Expires:



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Easement and Operating Agreement  
Page 8

IN WITNESS WHEREOF, the Buyer has caused these presents to be signed in its name by its proper officials.

Witnesses:

[Signature]  
Signature

Mark Alhadeff  
Print Name

[Signature]  
Signature

Beth Barash  
Print Name

**Cueto Miami, LLC**  
(Name of Limited Liability Company)  
Address: 1747 Bay Road, Unit 1  
Miami Beach, FL 33139

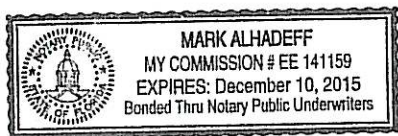
By [Signature]  
Vidal Vazquez Bada  
Managing Member

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Vidal Vazquez Bada, the Managing Member of Cueto Miami, LLC, on behalf of the limited liability company. He is personally known to me or has produced \_\_\_\_\_, as identification.

Witness my signature and official seal this 7 day of December, 2012, in the County and State aforesaid.



[Signature]  
Notary Public-State of \_\_\_\_\_  
Print Name

My Commission Expires:

STATE OF FLORIDA, COUNTY OF DADE  
I HEREBY CERTIFY that this is a true copy of the  
original filed in this office on 5 day of  
March, A.D. 2013.  
WITNESS my hand and Official Seal.  
HARVEY N. MIN, CLERK of Circuit and County Courts  
By [Signature] D.C.



VVB [Signature]