

Exhibit "1"

This instrument prepared by:

Name: Gisela Nanson Torres, Senior Assistant City Attorney
Address: Office of the City Attorney
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139

(Space reserved for Clerk)

UTILITY EASEMENT AGREEMENT
FOR WATER MAIN

THIS UTILITY EASEMENT AGREEMENT FOR WATER MAIN, INVOLVING THE GRANT OF A PERPETUAL, IRREVOCABLE, EXCLUSIVE UTILITY EASEMENT FOR, CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, UPGRADE, RELOCATION, EXPANSION AND REMOVAL AND/OR ABANDONMENT ACTIVITIES RELATED TO THE WATER MAIN (AS DEFINED HEREIN) TOGETHER WITH THE NON-EXCLUSIVE RIGHT OF INGRESS, EGRESS AND REGRESS ON, OVER AND THROUGH GRANTOR'S PROPERTY (AS DEFINED HEREIN) FOR ACCESS TO THE EASEMENT AREA (AS DEFINED HEREIN) (the "Agreement") is made this _____ day of _____, 2024 ("Effective Date"), between **3900 ALTON ROAD OWNER, LLC**, a Delaware limited liability company, as owner and grantor, and its successors and assigns (hereinafter called "Grantor") and the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation of the State of Florida (the "City"), as grantee, and its successors and assigns (hereinafter called "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain improved real property located within the City's municipal jurisdiction, with a street address of 3900 Alton Road, Miami Beach, Florida, and more particularly described in **EXHIBIT "A"**, attached hereto and made a part hereof (the "Grantor's Property"); and

WHEREAS, Grantor obtained approval from the City's Design Review Board ("DRB") (under DRB File No. DRB21-0664 for the construction of a multi-family building on the Grantor's Property (the "Development"); and

WHEREAS, the City is the owner of a certain 36-inch (36") subterranean water-main at the Julie Tuttle Causeway, as shown in the plans entitled "Repair of 36-Inch Water Main at Julia Tuttle Causeway," dated April 1999 and consisting of six (6) sheets, a true and correct copy of which are attached hereto as **EXHIBIT "B"**, as such Water Main may be upgraded, expanded, relocated and/or replaced from time to time (collectively, the existing Water Main, together with any future modifications, including any new upgraded, expanded and/or replacement Water Main shall be collectively referred to herein as the "Water Main"); and

WHEREAS, a portion of the Water Main is located within the northwest corner of Grantor's Property; and

WHEREAS, in connection with the Development, Grantor has agreed to convey to the City a perpetual, irrevocable, exclusive Easement (as defined in Section 2 below) for the City to, construct, install, operate, maintain, repair, replace, upgrade, relocate, expand, and, remove and/or abandon its Water Main infrastructure, together with the non-exclusive right of ingress, egress and regress on, over and through Grantor's Property for access to the Easement Area; and

WHEREAS, on _____, the Mayor and City Commission adopted Resolution No. _____, authorizing the City Manager to accept this Easement (as defined in Section 2) on the Grantor's Property.

NOW THEREFORE, for and in consideration of ten and no/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, the parties hereby mutually covenant and agree as follows:

GRANT OF EASEMENT

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Agreement.

2. **Consideration and Description.** the Grantor, for and in consideration of the City's DRB approvals related to Grantor's Development, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee, a perpetual, irrevocable, exclusive easement (the "Easement") under, in, on, through and over a portion of Grantor's Property, as such property is more specifically described and delineated in **EXHIBIT "C,"** attached hereto and made a part hereof (the "Easement Area") to, construct, install, operate, maintain, repair, replace, upgrade, relocate, expand, remove and/or abandon the Grantee's Water Main infrastructure, in Grantee's sole discretion, together with the non-exclusive right of ingress, egress and regress on, over and through Grantor's Property for access to the Easement Area.

3. **Uses.**

3.1 The Grantee shall use the Easement and the Easement Area during the Term provided herein solely for the express purposes provided in Section 2 herein. Specifically, the purpose of the easement and easement area is to provide the City the right to, construct, install, operate, maintain, repair, replace, upgrade, relocate, expand, remove and/or abandon the Water Main, in Grantee's sole discretion, together with the non-exclusive right of ingress, egress and regress on, over and through Grantor's Property for access to the Easement Area, and no other use of the Easement shall be permitted without the express written consent of Grantor. Grantee shall, at all times, use reasonable efforts to utilize the Easement Area so as not to unreasonably interfere with the Grantor's operation and maintenance of those areas of Grantor's Property which are not included within the Easement Area.

3.2 The Grantor shall have the right to full use and enjoyment of Grantor's Property, except for such use as may unreasonably interfere with the exercise by the Grantee of the rights granted under this Agreement. The Grantor shall have full right to enter upon the Easement Area without notifying Grantee in order to conduct Grantor's Ongoing Maintenance Responsibilities (as

defined in Section 7); and for other emergency and non-emergency purposes except for such use as may unreasonably interfere with the exercise by the Grantee of the rights granted under this Agreement. Notwithstanding the foregoing Grantor rights, Grantor shall be prohibited from obstructing Grantee's access to, or use of, the Easement Area; and Grantor shall not construct, or permit to be constructed, any type of encroachment, structure or improvement, under, in, on, through or over the Easement Area (collectively, "Easement Encroachments"), except for the installation and maintenance of sod and the following Easement Encroachments, for which the Owner has secured the required City consent under the building plans for the Development (the "Plans"): fence, retaining wall, walkway and irrigation ("Permitted Easement Encroachments"), which may be installed by Grantor at its sole cost. If Grantor installs, or permits the installation of, any other Easement Encroachments, Grantee shall be authorized (but not as its duty) to remove the Easement Encroachments at Grantor's sole cost and expense. Notwithstanding the foregoing authorization, Grantee acknowledges that Grantor's balconies project five feet (5') from the eastern boundary of the Easement Area into the air space above Easement Area at an elevation of 21'-4" NGVD (to bottom of slab). Grantor's balconies shall be excluded from the definition of Easement Encroachments and may not be removed without written authorization from Grantor. Grantee shall use reasonable efforts to avoid impacts to Grantor's balconies while working in the Easement Area; however, if impact cannot reasonably be avoided, Grantee shall not be responsible for any damage caused to the balconies.

Nothing contained herein shall be construed as prohibiting the Grantor, at its discretion (but not at its duty), from assisting or acting in an emergency affecting safety of persons on Grantor's Property. However, in providing such assistance or in taking such action(s), the Grantor shall only be responsible for its own costs (if any) associated therewith for those actions taken during emergencies not caused by Grantee's activities or Grantee's use of the Easement Area. Grantee will only be responsible for costs associated with these emergency actions in the event of an emergency situation and the emergency situation was caused by Grantee's activities on Grantor's Property or Grantee's use of the Easement Area, and prior to Grantor undertaking these emergency measures, the Director of Public Works or his designee were notified via a phone call, followed by an e-mail, and Grantee did not respond to the emergency situation within a reasonable amount of time under the circumstances.

3.3 Fifteen (15) days prior to initiating any work in the Easement Area (excluding work related to Grantor's Ongoing Maintenance Responsibilities), Grantor shall notify the City Manager and the Director of Public Works of specific details of the scope of work, and work shall only begin upon the written approval of the scope of work by the City Manager and/or the Director of Public Works and/or their assigned designees.

3.4 The GRANTEE may use the EASEMENT AREA solely for the following purposes:

- (a) for inspection, construction, installation, operation, maintenance, repair, replacement, upgrade, relocation, expansion, removal and/or abandonment activities of the Water Main, in Grantee's sole discretion, within the Easement Area ("Grantee's Work") together with the non-exclusive right of ingress, egress and regress on, over and through Grantor's Property for access to the Easement Area related to Grantee's Work. Grantee shall only be permitted to enter and exit the Easement Area from the north side of the Easement Area through a gate installed and maintained by Grantor that is a minimum of 16feet wide or, to the extent Grantee deems necessary, by removing portions of the retaining wall which border the Easement Area along Alton Road, and shall use reasonable efforts to avoid entering, staging, or storing any materials and/or utilizing any portion of the Grantor's Property located outside of the area immediately surrounding the Easement

Area. If a wider access point is required for work in the Easement Area, or during an emergency, Grantee shall be authorized (but not as its duty) to remove portions of the gate, or portions of the retaining wall that borders the Easement Area along Alton Road, which, in Grantee's discretion, is needed to create the wider access point to the Easement Area without notice to Grantor and at Grantor's sole cost. Grantee shall use reasonable efforts to access the Easement Area through the gate installed and maintained by Grantor; and

- (b) Grantee's Work related to the Water Main shall be performed within the Easement Area, subject to use of Grantor's Property within ten (10) feet immediately adjacent to the Easement Area by workers or temporary construction equipment, as reasonably necessary to perform Grantee's work. Following completion of Grantee's Work, Grantee shall remove any and all garbage, waste materials, or rubbish caused by Grantee's Work activities and restore the surface of the area used immediately adjacent to the Easement Area to the same sod material and elevation in existence at the time of the commencement of Grantee's Work. Any use of Grantor's Property outside of the Easement Area within ten feet immediately adjacent to the Easement Area authorized by this subsection shall be conducted in a manner that does not unreasonably disturb the use and enjoyment of Grantor's Property.

3.5 The Grantee shall take reasonable precautions within the Easement Area for the safety of, and shall provide reasonable protection to prevent damage, injury or loss to, persons or property including, without limitation, employees, visitors to and residents of the surrounding site and those portions of the site and buildings adjacent to the Easement Area.

3.6 The Grantee shall not encroach upon any other of Grantor's property beyond the boundaries of the Easement Area, other than as described in subsection 3.4(b).

3.7 Following completion of Grantee's Work, Grantee shall remove any and all garbage, waste materials, or rubbish caused by Grantee's Work activities and restore the surface of the Easement Area to the sod material and elevation in existence at the time of the commencement of Grantee's Work. Except with respect to sod material and related elevation materials, Grantee shall not be responsible for restoring any Authorized Easement Encroachments. Grantor shall be responsible for replacing such Authorized Easement Encroachments pursuant to the approved Plans.

4. **Relocation, Replacement and Upgrades.** All .construction, installation, operation, maintenance, repair, replacement, upgrade, relocation, expansion, removal and/or abandonment of the Grantee's Water Main infrastructure must occur within the Easement Area, except as provided in Section 3.4(b). Upgrades or expansions of the Water Main system, or replacement or relocation of the Water Main, which cause the size of the Water Main to exceed the limits of the Easement Area as more particularly described in EXHIBIT "C," are not permitted by this Agreement without Grantor's written consent.

5. **Inspection.** It is hereby agreed that Grantee, including any City official has the right, during normal business hours, to enter and investigate the use of the Grantor's Property to verify compliance with the conditions of this Agreement and the requirements of the City's Building, Public Works, Zoning and Land Development Regulations.

6. **Term.** This Agreement shall remain in full force and effect and shall be binding upon the Grantor, its successors in interest and assigns, for a period of thirty (30) years, and for

successive ten (10) year periods thereafter, from the date of this Agreement is recorded in the Public Records of Miami-Dade County, Florida ("Term"). This time period will be automatically renewed unless released upon a petition for removal, modification or amendment of condition is approved by an act of the City Commission. The Easement and rights granted herein shall be perpetual, irrevocable, and exclusive and shall be possessed and enjoyed by the Grantee, its successors and assigns, for the purposes stated herein. Notwithstanding the foregoing, in the event Grantee determines that it will no longer use the Easement Area or the Water Main ("Abandonment"), Grantee shall terminate the Easement, as evidenced from a written notification from Grantee to Grantor, and Grantee shall be permitted to conduct any work within the Easement Area which Grantee determines is needed in connection with the Abandonment activities, and shall further record a Notice of Termination of the Easement in the Public Records of Miami-Dade County, Florida. Upon termination, Grantee and Grantor will no longer have any rights in conjunction with the easements granted herein, other than terms that survive the termination of this Easement.

6. **Hours of Operation.** Grantee may utilize the Easement Area during the Term without Grantor's prior written approval, during the following permitted days and hours of operation:

6.1 For ingress egress -- at any time or times, provided Grantee complies with the City's Noise Ordinance (as same may be amended from time to time); and

6.2 For Grantee's Work related to the Water Main to be performed within the Easement Area - in accordance with the permitted hours of construction for the zoning district within which the Easement Area is located (which area is zoned "RM-2"), as such hours are set forth in Section 46-156 of the City of Miami Beach Code ("City Code"), as same may be amended from time to time. Notwithstanding the above, Grantee shall use reasonable efforts to avoid conducting any activities in the Easement Area on Shabbat and Jewish Holidays.

6.3 In the event that emergency repairs are needed, Grantee shall have access to the Easement Area at any time or times.

7. **Maintenance.** At all times during the Term, the Water Main shall remain property of the Grantee and Grantee, at its sole cost and expense, shall maintain the Water Main and shall make all repairs as deemed necessary by Grantee, in its sole discretion; provided, however, that Grantor shall be responsible for reimbursing Grantee for any damage caused by Grantor, its officers, employees, contractors, agents and invitees. The maintenance, repair and replacement of any other portions of the Easement Area including, without limitation, the repair and replacement of any sod, including the irrigation and water service lines, and any Authorized Easement Encroachments, shall remain Grantor's responsibility, and Grantor, at its sole cost and expense, shall properly and adequately maintain it in a safe, clean and neat condition, and shall make all repairs necessary to keep the Easement Area in such condition (GRANTOR's Ongoing Maintenance Responsibility").

8. **Notices.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by messenger or courier service; or mailed (airmail, if international) by registered or certified mail (postage prepaid), return receipt requested; or sent by any form of overnight mail service, addressed to:

AS TO GRANTOR: 3900 Alton Road Owner LLC
Attn: Ron Hoyl, Vice President
3953 Maple Avenue, Ste. 300
Dallas, TX 75219
E-Mail: ron@rockpoint.com

WITH COPIES TO: 3900 Alton Road Owner LLC
Attn: Daniel Domb and Joseph Goldman
500 Boylston Street, 21st Floor
Boston, MA 02116
Email: Dan@rockpoint.com and JG@rockpoint.com

Mast Capital, Inc.
Attn: Eran Landry, Managing Director
2601 South Bayshore Drive, Ste. 850
Miami, FL 33133

Greenberg Traurig, P.A.
Attn: Kimberly S. LeCompte, Esq.
333 SE 2nd Avenue
Miami, Florida 33131
Email: lecomptek@gtlaw.com

AS TO GRANTEE: City of Miami Beach
Attn: Public Works Department
1700 Convention Center Drive, 4th Floor
Miami Beach, FL 33139
E-Mail: giancarloopena@miamibeachfl.gov

WITH COPIES TO: City of Miami Beach
Attn: City Manager
1700 Convention Center Drive, 4th Floor
Miami Beach, FL 33139

And

City of Miami Beach
Attn: City Attorney
1700 Convention Center Drive, 4th Floor
Miami Beach, FL 33139

Or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered: (i) on the date delivered if by personal delivery or any form of overnight mail service; and (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Notwithstanding the foregoing, written notice associated with coordinating the Grantee's Work or other notifications not associated with a default notice may be provided to the other party via e-mail, at the e-mail address provided herein, as may be amended in writing from time to time.

9. **Indemnification (Intentionally Omitted)**

10. **Miscellaneous Terms and Conditions**

10.1 **Sovereign Immunity.** Nothing contained herein shall be construed as a waiver of Grantee's sovereign immunity protection, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

10.2 **Construction.** For purposes of construction by a Court, the parties hereto acknowledge that both parties hereto participated in the drafting of this document.

10.3 **City's Governmental Capacity/No Waiver of City Police Powers.** Grantor confirms that it has full power and authority to grant this Easement. Nothing in this Agreement or in the parties' acts or omissions in connection herewith shall be deemed in any manner to waive, impair, limit, or otherwise affect the authority of the Grantee in the discharge of its police or governmental powers.

10.4 **Remedies.** An action to enforce the terms and conditions of this Agreement may be brought by the Grantee and may be, at law or in equity, against any party or person violating or attempting to violate any provision of this Agreement or provisions of the Building, City Code, Zoning or Land Development Regulations, either to restrain violations or to recover damages. Any amounts due under this Agreement shall be due and owing within forty-five (45) days of receipt of the invoice. The prevailing party in any action or suit arising out of or pertaining to this Agreement shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may determine to be reasonable for the services of its attorney. This enforcement provision is in addition to any other remedy at law, in equity, or both.

10.5 **WAIVER OF JURY TRIAL. GRANTOR AND GRANTEE HEREBY KNOWINGLY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING THAT GRANTOR OR GRANTEE MAY HERINAFTER INSTITUTE AGAINST EACH OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

10.6 **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective successors and assigns.

10.7 **Entire Agreement; Modifications.** This Agreement sets forth the entire agreement between the parties specifically relating to the subject matter of the Easement granted hereby and there are no other agreements or understandings between them relating to Grantee's use of the Easement Area. This Agreement may not be modified, released or terminated, except by agreement in writing executed by the parties hereto or their respective successors and/or assigns, and in the case of Grantee, approved by the Mayor and City Commission of the City of Miami Beach.

10.8 **Governing Law.** This Agreement shall be governed by, 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 exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court for the Southern District of Florida, if in federal court.

10.9 Grantor Representations. Grantor covenants, warrants and represents (i) that Grantor is the fee simple owner of Grantor's Property and has the right title and capacity to grant the perpetual Easement granted herein, and (ii) there are no lienholders on the Grantor's Property.

10.10 Easements and Covenants Run with the Land. Each and all of the easements, covenants, obligations and rights granted or created under the terms of this Agreement are appurtenant to Grantor's Property.

10.11 Recording. This Agreement shall be recorded in the Public Records of Miami-Dade County, Florida by Grantee at the cost of Grantor.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns forever, and Grantor will defend the title to Grantor's Property against the lawful claims of all persons whomsoever.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Grantor herein has caused these presents to be executed in its name on the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

3900 ALTON ROAD OWNER LLC,
a Delaware limited liability company

Signature

Print Name

Address: _____

By: _____

Name: Ron Hoyl_____

Title: _____

Signature

Print Name

Address: _____

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

The forgoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____ 2024, by

Ron Hoyl, as _____ of 3900 Alton Road Owner LLC, a Delaware limited liability company, on behalf of said corporation, who is personally known to me or produced _____ as identification.

Print Name:_____

Notary Public, State of Florida_____

My Commission Expires:

[NOTARIAL SEAL]

IN WITNESS WHEREOF, the Grantee herein has caused these presents to be executed in its name on the day and year first above written.

ATTEST:

CITY OF MIAMI BEACH, FLORIDA,
a Florida municipal corporation

Signature

Alina T. Hudak, City Manager

Print Name
Address: 1700 Convention Center Dr.
Miami Beach, FL 33139

Signature

Print Name
Address: 1700 Convention Center Drive, Miami Beach,
Florida 33139

) SS:
STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The forgoing instrument was acknowledged before me by means of physical presence or____online notarization this____day of_____, 2024, by Alina T. Hudak, as City Manager of the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation of theState of Florida, on behalf of said municipal corporation, who is personally known to me or produced_____ as identification.

Print Name:

Notary Public, State of Florida

My Commission Expires:

[NOTARIAL SEAL]

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date

**Mortgagee Joinder and Consent
to
Utility Easement Agreement**

PNC Bank, National Association (“Mortgagee”), as owner and holder of that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from 3900 Alton Road Owner LLC, a Delaware limited liability company (“Mortgagor”) to PNC Bank, National Association, dated as of November 16, 2022 and recorded November 17, 2022, in Official Records Book 33471, Page 1066 (“Mortgage”), together with Assignment of Leases and Rents from 3900 Alton Road Owner LLC, a Delaware limited liability company, to PNC Bank, National Association, dated as of November 16, 2022 and recorded November 17, 2022, in Official Records Book 33471, Page 1092; and UCC-1 Financing Statement from 3900 Alton Road Owner LLC, a Delaware limited liability company, as Debtor, to PNC Bank, National Association, as Secured Party, recorded November 17, 2022, in Official Records Book 33471, Page 1100, all of the Public Records of Miami-Dade County, Florida, hereby joins in and consents to the granting of this Water Main Utility Easement Agreement (the “Agreement”) in favor of the City of Miami Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, all in accordance with the terms and conditions set forth in this Agreement. Mortgagee agrees that in the event Mortgagee or any other party shall obtain title to the Grantor’s Property through foreclosure or deed-in-lieu of foreclosure, the Agreement shall be binding upon the entity obtaining title as the then owner of Grantor’s Property.

Witnesses

PNC Bank, National Association

By: _____
Print Name: _____
Address: _____

By: _____
Print Name: _____
Title: _____
Address: _____

By: _____
Print Name: _____
Address: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization on this _____ day of _____, 2024 by _____, as _____, on behalf of said company. He or she is ___ personally known to me or ___ produced a ___ driver's license as identification.

Notary Public – State of _____

Print Name

My Commission Expires: _____

Exhibit "A"

Grantor's Property

Parcel 1:

OVERALL PARCEL - SOUTH SITE:

All of Lot 53 and a portion of Lots 52, 54 and 55, Block 1 of NAUTILUS SUBDIVISION, according to the Plat thereof as recorded in Plat Book 8 at Page 95, and a portion of Lot D of RE-SUBDIVISION OF LOTS 48, 49, 50 AND 51 OF BLOCK 1, NAUTILUS SUBDIVISION, according to the Plat thereof as recorded in Plat Book 35 at Page 46 of the Public Records of Miami - Dade County, Florida, and a portion of Sections 22 and 27 in Township 53 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of said Lot 54 of Block 1 of NAUTILUS SUBDIVISION; thence North 09° 11' 22" East along the Easterly line of said Lots 52, 53 and 54, also being the Westerly Right-of-Way line of Alton Road (State Road 907) as shown on the Florida Department of Transportation Right-of-Way Map Section 87090-2402 dated 12-2009, Sheet 16 of 18, for 228.03 feet; thence North 80° 48' 38" West for 269.11 feet; thence North 09° 11' 22" East for 144.42 feet; thence South 55° 48' 22" West along the Southeasterly Right-of-Way line of the Julia Tuttle Causeway per State Road 112/I-195 of said Florida Department of Transportation Right-of-Way Map Section No. 87090-2402, Sheet 16 of 18, for 90.82 feet; thence South 05° 59' 58" East for 62.09 feet; thence South 23° 11' 59" West for 161.81 feet; the following two (2) courses being along the Northerly boundary of Alton Road (State Road No. 25), as shown on said Florida Department of Transportation Right-of-Way Map; (1) South 54° 07' 39" East for 162.79 feet to a point on a circular curve; (2) thence Southeasterly along a 600.92 foot radius curve leading to the right, through a central angle of 09° 57' 10" for an arc distance of 104.39 feet; thence South 76° 03' 16" East for 72.65 feet; thence North 41° 11' 22" East along the existing Limited Access Right-of-Way line of the Westerly Right-of-Way line of said Alton Road (State Road 907) as shown on said Right-of-Way Map Section 87090-2402 for 48.00 feet; thence South 80° 48' 38" East along the Southerly line of said Lot 54 for 26.00 feet to the Point of Beginning.

Parcel 2:

A portion of Section 27 in Township 53 South, Range 42 East, and being more particularly described as follows:

Commence at the Southeast corner of Lot 54 of Block 1, NAUTILUS SUBDIVISION, according to the plat thereof, as recorded in Plat Book 8, Page 95, of the Public Records of Miami-Dade County, Florida; thence North $80^{\circ} 48' 38''$ West along the Southerly boundary line of said Lot 54 for 175.93 feet to a point on the Northerly Right-of-way line of Alton Road, also known as State Road No. 907, as shown on the Florida Department of Transportation Right of Way Map Section 87090-2402, Sheet 16 of 18 said point lying on a circular curve, concave to the Southwest and whose radius point bears South $39^{\circ} 51' 18''$ West; thence Northwesterly along said Northerly Limited Access Right-of-way line being a 600.92 foot radius curve, leading to the left, through a central angle of $03^{\circ} 58' 57''$ for an arc distance of 41.77 feet to a point of tangency (said point being coincident with State Road 907, Station 15+16.00, as shown on said Florida Department of Transportation Right-of-way Map Section 87090-2402, sheet 16 of 18); thence North $54^{\circ} 07' 39''$ West along said Northerly Limited Access Right-of-Way line for 162.79 feet to the Point of Beginning of the hereinafter described parcel of land; thence North $23^{\circ} 11' 59''$ East, departing said Northerly Right-of-Way line for 161.81 feet, thence North $05^{\circ} 59' 58''$ West for 62.09 feet to a point on the Southerly Limited Access Right-of-Way line of the Julia Tuttle Causeway, also known as State Road 112 and I-195, as shown on said Florida Department of Transportation Right of Way Map (said point being coincident with Sate Road 112, Station 190+12.29, as shown on said Florida Department of Transportation Right-of-way Map); thence South $55^{\circ} 48' 22''$ West along said Southerly Limited Access Right-of-Way line for 211.08 feet to a point on a circular curve, concave to the Northeast and whose radius point bears North $42^{\circ} 50' 30''$ East; thence Southeasterly along a 786.51 foot radius curve leading to the left through a central angle of $6^{\circ} 48' 44''$ for an arc distance of 93.48 feet to a point of tangency (said point being coincident with Sate Road No. 907, Station 17+34.46, as shown on said Florida Department of Transportation Right-of-way Map Section 87090-2402, sheet 16 of 18); thence South $54^{\circ} 07' 39''$ East for 55.66 feet to the Point of Beginning.

This site lies in Section 27, Township 53 South, Range 42 East, City of Miami Beach, Miami-Dade County, Florida.

Exhibit "B"
Water Main
Plans

Exhibit "C"
Easement Area