

RESOLUTION NO. 2014 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAVNE, FLORIDA, ACCEPTING BEACH ACCESS EASEMENTS AS WELL AS EASEMENTS DEPICTED ON THE APPROVED SITE PLAN FROM CONSULTATIO KEY BISCAVNE, LLC ON PROPERTY LOCATED AT 350 OCEAN DRIVE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 22, 2011, the Village Council adopted Resolution 2011-25 (the “Resolution”) granting site plan approval for 154 residential units on property located at 350 Ocean Drive (the “Property”); and

WHEREAS, as conditions of site pan approval, and as set forth as conditions number 5 and 6 in Resolution, the property owner voluntarily agreed to provide a perpetual beach access easement on the Property in order to provide the Village with pedestrian access to and from the beach or Atlantic Ocean as well as other easements as depicted on the approved site plan (Collectively, the “Easements”); and

WHEREAS, the Village Council desires to accept the Easements; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAVNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Easement Accepted. The Village Council hereby accepts the Easements, in substantially the form attached hereto as Exhibit "A," on the Property, subject to the Village Attorney's approval as to form, content and legal sufficiency.

Section 3. Implementation. The Village Manager is hereby authorized to take any and all steps necessary to implement the intent and purpose of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2014.

FRANK CAPLAN, MAYOR

ATTEST:

CONCHITA H. ALVAREZ, MMC
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

VILLAGE ATTORNEY

EXHIBIT "A"

This Instrument prepared by
and after recording return to:

Lillian M. Arango, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, Florida 33134

Property Appraiser Folio No. _____

BEACH ACCESS EASEMENT AGREEMENT

THIS BEACH ACCESS EASEMENT AGREEMENT (this "Agreement") is made this ____ day of _____, 2014 by and between **CONSULTATIO KEY BISCAYNE, LLC**, a Florida limited liability company, whose address is 1395 Brickell Avenue, Suite 950, Miami, Florida 33131 (hereinafter "Consultatio"), to and in favor of **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation (hereinafter "Village"), whose address is 88 West McIntyre Street, Key Biscayne, Florida 33149.

RECITALS:

WHEREAS, Consultatio is the fee simple owner of certain real property located at 350 Ocean Drive, Key Biscayne, Miami-Dade County, Florida, and known as "Oceana", and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Oceana Parcel"); and

WHEREAS, pursuant to Section 30-73 of the Village Code of Ordinances, Consultatio applied to the Village for site plan approval for the development of a residential condominium and accessory uses and structures on the Oceana Parcel; and

WHEREAS, as conditions of site plan approval, and as set forth as conditions number 5 and 6 of Resolution No. 2011-25 (the "Resolution"), Consultatio voluntarily agreed to provide a perpetual dedicated beach access easements on the Oceana Parcel in order to provide the Village with pedestrian, limited vehicular (golf cart) and bicycle access to and from the beach or Atlantic Ocean, provide vehicular access for beach maintenance and re-nourishment services, and emergency vehicle access; and

WHEREAS, the Village also approved a Site Plan for the development of the Oceana Parcel, which Site Plan and approved plans are attached to this Agreement as Exhibit "B" (inset and describe all sheets and numbering comprising Site Plan and approved plans), and depicts the configuration and layout of the proposed beach access easements, as well as a 10' wide easement along a portion of Sonesta Drive and a 7.5' wide easement along Ocean Drive for planting and landscape purposes, all on the Oceana Parcel; and

WHEREAS, the 10' wide easement along a portion of Sonesta Drive depicted on the Site Plan, and legally described and depicted on the Sketch and Legal Description for 10' Easement Along Sonesta Drive attached hereto as Exhibit A-1 (hereinafter referred to as the "10' Easement Along Sonesta Drive"), and the 7.5' wide easement along Ocean Drive legally described and depicted on the Sketch and Legal Description for the 7.5' Easement Along Ocean Drive attached hereto as Exhibit A-2 (hereinafter referred to as the "7.5' Easement Along Ocean Drive") shall be maintained as an open area for plantings and landscaping, with no improvements to be constructed thereon; and

WHEREAS, the beach access easements on the Oceana Parcel, as depicted on the Site Plan, shall provide beach access to the Village from the property line or boundary of the Oceana Parcel to and from the beach or Atlantic Ocean and consist of two (2) easements: (i) a 25' wide easement along the northerly boundary of the Oceana Parcel legally described and depicted on the Sketch and Legal Description for the 25' North Beach Access Easement attached hereto as Exhibit A-3 (hereinafter referred to as the "25' North Beach Access Easement"); and (ii) a 25' wide easement along the southerly boundary of the Oceana Parcel legally described and depicted on the Sketch and Legal Description for the 25' South Beach Access Easement attached hereto as Exhibit A-4 (hereinafter referred to as the "25' South Beach Access Easement") (the "25' North Beach Access Easement" and the "25' South Beach Access Easement" are hereinafter collectively referred to as the "Beach Easement Areas"); and

WHEREAS, the 10' Easement Along Sonesta Drive, the 7.5' Easement Along Ocean Drive, the 25' North Beach Access Easement, and the 25' South Beach Access Easement shall be hereinafter collectively referred to as the "Easement Areas"); and

WHEREAS, Consultatio desires and agrees to comply with the requirements and conditions of the Site Plan approval for the Oceana Parcel as set forth in the Resolution, including all requirements for beach access, open space and planting and landscape areas, improvements thereto and maintenance of the Easement Areas; and

WHEREAS, Consultatio desires to create an exclusive beach access easement for the purposes of: (i) providing pedestrian, bicycle and limited vehicular (golf cart) access, ingress and egress along the improved and paved path and/or walkway to be located on the Beach Easement Areas, as depicted on the Site Plan attached hereto as Exhibit "B" and as described and depicted on the Beach Easement Areas attached hereto as Exhibits A-3 and A-4; (ii) installing and constructing certain improvements on the Beach Easement Areas, including the paving and landscaping of the path and/or walkway on the Beach Easement Areas, fencing and adequate lighting; and (iii) the maintenance and upkeep of the path and/or walkway, fence and lighting system on the Beach Easement Areas; and

WHEREAS, the easements and rights created by this Agreement shall impose certain easements upon the Oceana Parcel, and establish certain covenants, conditions, obligations and restrictions with respect to the Oceana Parcel for the benefit and enjoyment of the Village, and all present and future residents of the Village, on the terms and conditions hereinafter set forth;

NOW THEREFORE, in order to ensure that the requirements and conditions set forth in the Resolution of the Village for the development of the Oceana Parcel will be abided by, and for

and in consideration of the mutual covenants, benefits, and agreements of the parties hereto and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and accurate and are incorporated herein by reference.

2. **10' Easement Along Sonesta Drive and 7.5' Easement Along Ocean Drive; Planting and Landscape Area.** The 10' wide easement along a portion of Sonesta Drive depicted on the Site Plan, and legally described and depicted on the Sketch and Legal Description for 10' Easement Along Sonesta Drive attached hereto as Exhibit A-1, and the 7.5' wide easement along Ocean Drive depicted on the Site Plan, and legally described and depicted on the Sketch and Legal Description for the 7.5' Easement Along Ocean Drive attached hereto as Exhibit A-2, shall be maintained as an open area for plantings and landscaping, with no improvements to be constructed thereon. Consultatio shall, at its sole cost and expense, maintain and repair the 10' Easement Along Sonesta Drive and the 7.5' Easement Along Ocean Drive in good repair and condition and maintain plantings and landscaping, clear and free of trash, debris and rubbish and free of obstructions of every nature. No walls, fences, barriers, building, structure or any other sort of temporary or permanent improvement or obstruction shall be constructed or erected on or over the 10' Easement Along Sonesta Drive that would impede, impair, block or obstruct any portion of the easement areas or prevent or limit the reasonable movement of pedestrians on the easement area.

2. **Grant of Beach Access Easements.** Consultatio does hereby grant and convey to the Village, and its successors and assigns, for the benefit of the Village a perpetual exclusive easement, right and privilege in, to, on, over, under, along and across the Beach Easement Areas described as the 25' North Beach Access Easement attached hereto as Exhibit A-3 and the 25' South Beach Access Easement attached hereto as Exhibit A-4 for the purposes of pedestrian, bicycle and limited vehicular (golf cart) access and ingress and egress to and from the beach or Atlantic Ocean, and allowing the use and benefit of the beach, including the right of access and ingress and egress for maintenance vehicles for beach maintenance and re-nourishment, and emergency vehicles and Village operations for public, health, safety and welfare purposes.

(a) **Beach Maintenance and Re-Nourishment.** Maintenance vehicles on the Beach Easement Areas for routine (daily or weekly) beach maintenance purposes shall be limited to All Terrain Vehicles (ATV) and/or similar vehicles. In connection with periodic beach maintenance (up to two (2) times per month) requiring larger vehicles, the Village (and/or its contractor or vendor) may utilize a tractor or similar vehicle (requiring a width of 10' to 12') for such purposes. In connection with non-routine beach re-nourishment performed by the Village, the Village (and/or its contractor or vendor) may utilize larger vehicles, as necessary.

(b) **Limited Vehicular (Golf Cart) Use of Beach Easement Areas.** Vehicular golf cart access, use and parking shall be permitted on the 25' North Beach Access Easement, as shown on the Site Plan and approved plans attached hereto as Exhibit "B."

(c) **Expansion of 25' North Beach Access Easement.** In the event that the property located to the north and adjacent to the Oceana Parcel grants the Village a beach access easement in the future, the Village shall have the right and ability, in its sole and absolute discretion, to make improvements to and widen the existing paved walkway or pathway on the 25' North Beach Access Easement, at the Village's cost. In the event that the Village elects to expand the 25' North Beach Access Easement on the adjacent northerly property, the Village shall be responsible, at its sole cost and expense, for the maintenance and repair of such expanded beach easement area beyond and outside of the 25' North Beach Access Easement.

3. **Use of Beach Access Easement.** The purpose of this Agreement is to provide perpetual unrestricted and year-round pedestrian, bicycle and limited (golf cart) vehicular access to and from the beach or Atlantic Ocean to the Village, as well as the right of access and ingress and egress for maintenance vehicles for beach maintenance and re-nourishment, and emergency vehicles and Village operations for public, health, safety and welfare purposes. The Village shall have the right, in its sole and absolute discretion, to establish and/or regulate users or parties who may utilize the Beach Easement Areas, as well as hours of use and operation of the Beach Easement Areas, and any restrictions thereon. The Village shall have the further right to temporarily close and/or restrict use and access of the Beach Easement Areas, including closures for beach maintenance and re-nourishment purposes, provided, the Village provides Consultatio with advance reasonable notice of such closure (and in the event of emergency situations requiring immediate closure, no notice by the Village shall be required). Similarly, Consultatio shall have the right to temporarily close and/or restrict use and access of the Beach Easement Areas for maintenance and improvement purposes, provided, Consultatio provides the Village Manager and/or his designee with advance written notice at least 72 hours prior to such closure (and in the event of emergency situations requiring immediate closure for repairs and maintenance, Consultatio shall endeavor to provide reasonable written notice to the Village, at least 24 hours prior to such closure).

5. **Improvements to Beach Easement Areas; Maintenance.** Consultatio shall install and construct, at its sole cost and expense, certain improvements on the Beach Easement Areas, consistent with and as depicted on the Site Plan and in accordance with all approved plans attached hereto as Exhibit "B", to make the Beach Easement Areas suitable for pedestrian, bicycle and limited vehicular (golf cart) access, including (a) installation of a paved path and/or walkway on the Beach Easement Areas (b) landscaping; (c) fencing, and (d) limited lighting as approved by applicable governmental and permitting agencies (the improvements described in (a), (b), (c) and (d) above shall be hereinafter collectively referred to as the "Improvements"), all of which Improvements must be completed by Consultatio and approved by the Village prior to the issuance by the Village of any Certificate of Occupancy for the Oceana Parcel. Any subsequent additions or modifications to the Improvements shall require the prior written approval of the Village Manager and/or his designee. Consultatio shall maintain and repair the Beach Easement Areas and the Improvements, at its sole cost and expense, in good repair and condition such that pedestrian and vehicular access is not impaired or obstructed. Consultatio shall keep the Beach Easement Areas and Improvements clear and free of trash, debris and rubbish and free of obstructions of every nature, and shall provide adequate drainage and lighting thereon. No walls, fences, barriers, building, structure or any other sort of temporary or permanent obstruction shall be constructed or erected on or over the Easement Areas that would

impede, impair, block or obstruct any portion of the Easement Areas or prevent or limit the reasonable movement of pedestrians and vehicles on the Easement Areas and access to and from the beach or Atlantic Ocean. Any obstructions or impediments constructed or erected on the Easement Areas may be removed by the Village, without notice to Consultatio. In the event that the Village utilizes the Beach Easement Areas for beach maintenance or re-nourishment operations, the Village shall repair and/or restore any damage to the Improvements caused by such use and operations.

In addition to the foregoing improvement and maintenance obligations, Consultatio shall, at its cost and expense, also improve, repair and maintain the 7.5' dedicated beach access easement area located adjacent to the southerly boundary of the Oceana Parcel, as said beach access easement area is shown and depicted on the Site Plan attached hereto as Exhibit "B".

(a) **Installation by Village of Gate or Access Control System.** In the event that the Village elects to install a gate and/or access control system across or at the entrance to the Beach Easement Areas, in its sole and absolute discretion, the Village shall be solely responsible at its cost and expense for the installation, operation, control, management and repair and maintenance of such gate and/or access control system, including sole responsibility for the issuance and control of any keys, Fab or access cards issued and installation of utilities required for such gate and/or access control system. The Village shall provide Consultatio with notice prior to the installation of any such gate and/or access control system, and shall provide Consultatio with a copy of any key, Fab or access card made for such access purposes.

6. **Incidental Rights.** The rights granted herein to the Village shall likewise include all incidental rights reasonably necessary for the use and enjoyment of such rights and such incidental rights are hereby created, granted, and declared.

7. **Amendment.** This Agreement shall not be changed, amended, or modified except by an instrument in writing, executed by the parties to this Agreement.

8. **Duration.** The easement rights contained herein shall be perpetual, but may be terminated by Village, in its sole discretion, but only in the event that this Agreement is no longer required for beach access and the Village Council approves such termination after a public hearing.

9. **Covenants Running with the Land; Successors and Assigns.** It is intended that each of the easements, covenants, conditions, restrictions, rights, and obligations set forth herein shall run with the Oceana Parcel and create an equitable servitude in favor of the Village, its successors and/or assigns, and the parties benefitted hereby, and shall bind Consultatio, its successors and assigns (including any condominium association and/or or unit owners owning, operating or maintaining any part of the Oceana Parcel as part of a condominium), and every any person having any fee, leasehold, or other interest therein in the Oceana Parcel, and shall inure to the benefit of the Village, its residents, and its successors, assigns, heirs, and personal representatives.

10. **Enforcement.** The Village and Consultatio shall each have the right to pursue and legally enforce this Agreement and the covenants, conditions, obligations and restrictions set forth herein, including, but not limited to, all maintenance obligations of Consultatio on the Easement Areas and repair obligations of the Village set forth in this Agreement, by whatever action or actions are legally available, including without limitation, any equitable remedy, injunction or specific performance. The Village and Consultatio shall have the right, but shall not be obligated, to take such action as shall be reasonably necessary to cure any default of this Agreement and enforce the covenants, conditions, obligations and restrictions set forth herein, at the sole cost and expense of the violating party. In the event that the Village undertakes such obligations to cure and/or enforce the covenants, conditions, obligations and restrictions set forth herein, Consultatio shall reimburse the Village for all costs and expenses incurred by the Village in pursuing enforcement and the remedies herein, including reasonable attorneys' fees and costs, and Consultatio shall pay such fees and costs within thirty (30) days after the Village has delivered to Consultatio an invoice for such fees and costs detailing same, and similarly in the event that the Village fails to comply with its repair obligations set forth in this Agreement.

11. **Attorney's Fees.** In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its cost and reasonable attorney's fees incurred in the preparation and prosecution of such action or proceeding.

12. **Severability.** Each provision of this Agreement and the application thereof to the Oceana Parcel are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision in this Agreement is held to be depended upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.

13. **Governing Laws.** The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement. Venue shall be in Miami-Dade County Florida.

14. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

15. **Notices.** All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); five days after being sent, if sent by certified or registered mail for each party indicated below and addressed as follows:

To Consultatio: _____

Attn: _____

To Village: John C. Gilbert
Village Manager
88 W. McIntyre Street
Key Biscayne, Florida 33149

With a copy to: Stephen J. Helfman, Esq.
Village Attorney
Weiss Serota Helfman
Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd.
Coral Gables, Florida 33134

16. **Warranties and Representations.** Consultatio does hereby covenant and represent to Village that: (a) it is lawfully seized and possessed of the Oceana Parcel and all Easement Areas located thereon; (b) it has good and lawful authority and right to enter into this Agreement and convey said easements for the Oceana Parcel; and (c) all applicable corporate, partnership, trust or other required authorizations, and all required or necessary approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate the effectiveness, execution and delivery of this Agreement. Consultatio acknowledges that the Village is materially relying on the representations as herein expressed.

17. **Authorization for Village to Withhold Permits and Inspections.** In the event the terms of this Agreement are not being complied with, in addition to any other remedies available, the Village is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals on the Oceana Parcel, until such time as this Agreement is complied with.

18. **Indemnification for Beach Maintenance and Re-Nourishment; Gate and Access Control System.** Subject to the provisions and monetary limitations of Section 768.28, Florida Statutes (as may be amended from time to time), which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, the Village shall indemnify and hold harmless Consultatio, and its successors and/or assigns, from and against all costs, expenses, losses, claims or damages, including reasonable attorneys' fees and costs at trial and appellate levels, relating to death or personal injury to persons, or loss of or damage to property, resulting from, arising out of, or incurred in connection with beach maintenance and re-nourishment operations performed by the Village on the Beach Easement Areas, or in connection with the installation, operation and maintenance by the Village of any

gate or access control system installed by the Village on the Beach Easement Areas, except any and all costs, expenses, losses, claims or damages, resulting from, arising out of, or incurred in connection any acts or omissions, including intentional and negligent acts, of Consultatio, or any of its officers, guests, invitees, employees, agents or contractors.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONSULTATIO:

WITNESSES:

CONSULTATIO KEY BISCAYNE, LLC, a Florida limited liability company

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn to and acknowledged before me this ____ day of _____ 2014, by _____, as _____ of Consultatio Key Biscayne, LLC, a Florida limited liability company, on behalf of the company. He/she [] is personally known to me or [] produced _____ as identification.

[SEAL]

Notary Public, State of Florida
Commission expires: _____

VILLAGE:

**VILLAGE OF KEY BISCAWAYNE a Florida
municipal corporation**

Print Name: _____

By: _____
John C. Gilbert, Village Manager

Print Name: _____

Attest:

Village Clerk

Approved as to Form and Legal Sufficiency:

Village Attorney

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was sworn to and acknowledged before me this ____ day of _____ 2014, by John C. Gilbert, as Village Manager of the Village of Key Biscayne, a Florida municipal corporation, on behalf of the corporation. He [] is personally known to me or [] produced _____ as identification.

[SEAL]

Notary Public, State of Florida
Commission expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF OCEANA PARCEL

EXHIBIT "A"

PARCEL 1:

All that piece, parcel or lot of land situate, lying and being in the SW 1/4, Section 32 and fractional Section 33, Township 54 South, Range 42 East, in the City of Key Biscayne, County of Miami-Dade, State of Florida, and being more particularly described as follows:

Commence at the S.W. corner of Tract 6, Subdivision of a Portion of Matheson Estate, according to the plat thereof as recorded in Plat Book 46, Page 86 of the Public Records of Miami-Dade County, Florida; thence run along the South line of Tract 6, East for a distance of 1200.00 feet to the Point of Beginning of the following described parcel of land, said point of beginning also being the S.E. corner of the Plat of Holiday Colony as recorded in Plat Book 50, Page 87, of the Public Records of Miami-Dade County, Florida; thence continue East for a distance of 761.0 feet, more or less, to the mean high water line of the Atlantic Ocean; thence meander Northwesterly, Northerly and Northeasterly along the mean high water line of the Atlantic Ocean for a distance of 518.3 feet, more or less, to a point lying 500.00 feet North of the South line of Tract 6 extended East, as measured at right angles; thence run West along a line 500.00 feet North of, and parallel to, the South line of said Tract 6, as measured at right angles, for a distance of 631.9 feet, more or less, to a point; thence run South 0°38'55" West for a distance of 327.79 feet to a point; thence run North 89°24'30" West for a distance of 157.55 feet to a point of non-tangency with a circular curve concave to the West, the center of which bears North 89°51'26" West from the aforementioned point of non-tangency; said point also being a point on the Easterly line of Block 5 of the Plat of Holiday Colony, as recorded in Plat Book 50, Page 87 of the Public Records of Miami-Dade County, Florida; thence run Southerly along the arc of said circular curve having for its elements a central angle of 3°14'04" and a radius of 3081.59 feet for a distance of 173.96 feet to the Point of Beginning.

PARCEL 2:

All that piece parcel or lot of land situate, lying and being in the SW 1/4, Section 32, Township 54 South, Range 42 East, in the City of Key Biscayne, County of Miami-Dade, State of Florida, and being more particularly described as follows:

Commence at the SW corner of Tract 6, Subdivision of a Portion of Matheson Estate, according to the plat thereof as recorded in Plat Book 46, Page 86 of the Public Records of Miami-Dade County, Florida; thence run along the South line of Tract 6, East for a distance of 1200.00 feet to a point of non-tangency with a circular curve concave to the West, the center of which bears North 86°37'22" West from the aforementioned point of non-tangency, said point also being the SE corner of the Plat of Holiday Colony, as recorded in Plat Book 50, Page 87 of the Public Records of Miami-Dade County, Florida; thence run

EXHIBIT "A"

PARCEL 1:

All that piece, parcel or lot of land situate, lying and being in the SW 1/4, Section 32 and fractional Section 33, Township 54 South, Range 42 East, in the City of Key Biscayne, County of Miami-Dade, State of Florida, and being more particularly described as follows:

Commence at the S.W. corner of Tract 6, Subdivision of a Portion of Matheson Estate, according to the plat thereof as recorded in Plat Book 46, Page 86 of the Public Records of Miami-Dade County, Florida; thence run along the South line of Tract 6, East for a distance of 1200.00 feet to the Point of Beginning of the following described parcel of land, said point of beginning also being the S.E. corner of the Plat of Holiday Colony as recorded in Plat Book 50, Page 87, of the Public Records of Miami-Dade County, Florida; thence continue East for a distance of 761.0 feet, more or less, to the mean high water line of the Atlantic Ocean; thence meander Northwesterly, Northerly and Northeasterly along the mean high water line of the Atlantic Ocean for a distance of 518.3 feet, more or less, to a point lying 500.00 feet North of the South line of Tract 6 extended East, as measured at right angles; thence run West along a line 500.00 feet North of, and parallel to, the South line of said Tract 6, as measured at right angles, for a distance of 631.9 feet, more or less, to a point; thence run South 0°38'55" West for a distance of 327.79 feet to a point; thence run North 89°24'30" West for a distance of 157.55 feet to a point of non-tangency with a circular curve concave to the West, the center of which bears North 89°51'26" West from the aforementioned point of non-tangency; said point also being a point on the Easterly line of Block 5 of the Plat of Holiday Colony, as recorded in Plat Book 50, Page 87 of the Public Records of Miami-Dade County, Florida; thence run Southerly along the arc of said circular curve having for its elements a central angle of 3°14'04" and a radius of 3081.59 feet for a distance of 173.96 feet to the Point of Beginning.

PARCEL 2:

All that piece parcel or lot of land situate, lying and being in the SW 1/4, Section 32, Township 54 South, Range 42 East, in the City of Key Biscayne, County of Miami-Dade, State of Florida, and being more particularly described as follows:

Commence at the SW corner of Tract 6, Subdivision of a Portion of Matheson Estate, according to the plat thereof as recorded in Plat Book 46, Page 86 of the Public Records of Miami-Dade County, Florida; thence run along the South line of Tract 6, East for a distance of 1200.00 feet to a point of non-tangency with a circular curve concave to the West, the center of which bears North 86°37'22" West from the aforementioned point of non-tangency, said point also being the SE corner of the Plat of Holiday Colony, as recorded in Plat Book 50, Page 87 of the Public Records of Miami-Dade County, Florida; thence run

Northerly along the arc of said circular curve, having for its elements a central angle of $3^{\circ}14'04''$ and a radius of 3081.59 feet for a distance of 173.96 feet to the Point of Beginning of the following described parcel of land; thence continue Northerly and Northwesterly along the arc of said circular curve having for its elements a central angle of $10^{\circ}46'23''$ and a radius of 3081.59 feet for a distance of 579.42 feet to a point; said point also being a point on the Southerly right-of-way line of East drive; thence run along the said right way line, East for a distance of 160.62 feet to a point of curvature with a curve concave to the Southwest; thence run along the arc of said curve having for its elements a central angle of $80^{\circ}19'47''$ and a radius of 25.00 feet for a distance of 35.05 feet to a point of compound curvature with a circular curve concave to the West, said point also being a point on the Westerly right-of-way line of Ocean Boulevard; thence run Southerly along the said Westerly right-of-way line on the arc of the circular curve having for its elements a central angle of $4^{\circ}03'53''$ and a radius of 3260.29 feet for a distance of 231.29 feet to a point; thence leaving the said right-of-way line, run West 1.87 feet to a point; thence run South $0^{\circ}38'55''$ West for a distance of 327.79 feet to a point; thence run North $89^{\circ}24'30''$ West for a distance of 157.55 feet to the Point of Beginning.

PARCEL 3:

A parcel of land being a portion of the existing right-of-way of Ocean Drive, lying in Section 32, Township 54 South, Range 42 East, Village of Key Biscayne, Miami-Dade County, Florida, said portion being more particularly described as follows:

Beginning at the Intersection of the South Right-of-Way line of East Drive and the platted Westerly Right-of-Way line of Ocean Drive, as is shown on the Plat of HOLIDAY COLONY, recorded in Plat Book 50, Page 67, of the Public Records of Miami-Dade County, Florida; thence with a bearing of North $89^{\circ}29'27''$ East, along the Easterly extension of said South Right-of-Way line of East Drive, a distance of 22.05 feet to the point of curvature of a circular curve to the right; thence Southeasterly along the arc of said curve, having a radius of 25.00 feet and a central angle of $80^{\circ}30'00''$ for an arc length of 35.12 feet to a point of compound curvature; thence Southeasterly along the arc of a circular curve to the right, having a radius of 3317.79 feet and a central angle of $3^{\circ}59'30''$ for an arc length of 231.14 feet to the South Right-of-Way line of said Ocean Drive, the preceding arc lying 57.5 feet Easterly of and concentric with the existing Westerly Right-of-Way line of Ocean Drive; thence South $89^{\circ}29'27''$ West, along said South Right-of-Way line of Ocean Drive, for 57.77 feet to a point on a circular curve, the radius point of which bears South $83^{\circ}53'07''$ West, from the last described point; thence Northwesterly along the arc of said curve to the left, also being along the existing Westerly Right-of-Way line of Ocean Drive, having a radius of 3260.29 feet and a central angle of $4^{\circ}03'53''$ for an arc length of 231.29 feet to the point of compound curvature of a circular curve to the left; thence Northwesterly along the arc of said curve, having a radius of 25.00 feet and a central angle of $80^{\circ}19'47''$ for an arc length of 35.05 feet to a point of cusp lying on the South Right-of-Way line of East Drive; thence North $89^{\circ}29'27''$ East, along said South Right-of-Way line of East Drive for 36.26 feet to the Point of Beginning.

EXHIBIT "A-1"

SKETCH AND LEGAL DESCRIPTION OF 10' EASEMENT ALONG SONESTA DRIVE

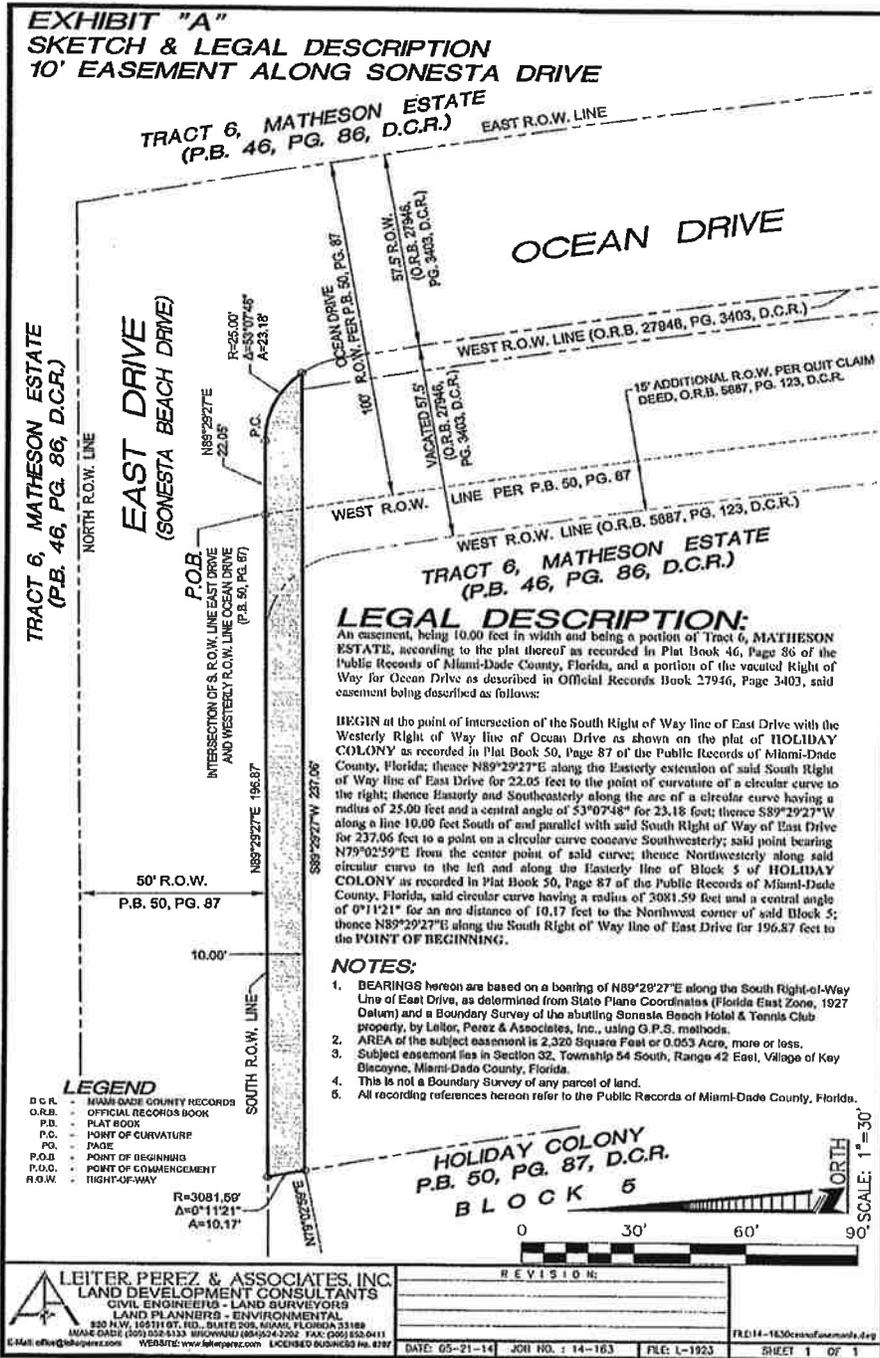


EXHIBIT "A-2"

SKETCH AND LEGAL DESCRIPTION OF 7.5' EASEMENT ALONG OCEAN DRIVE

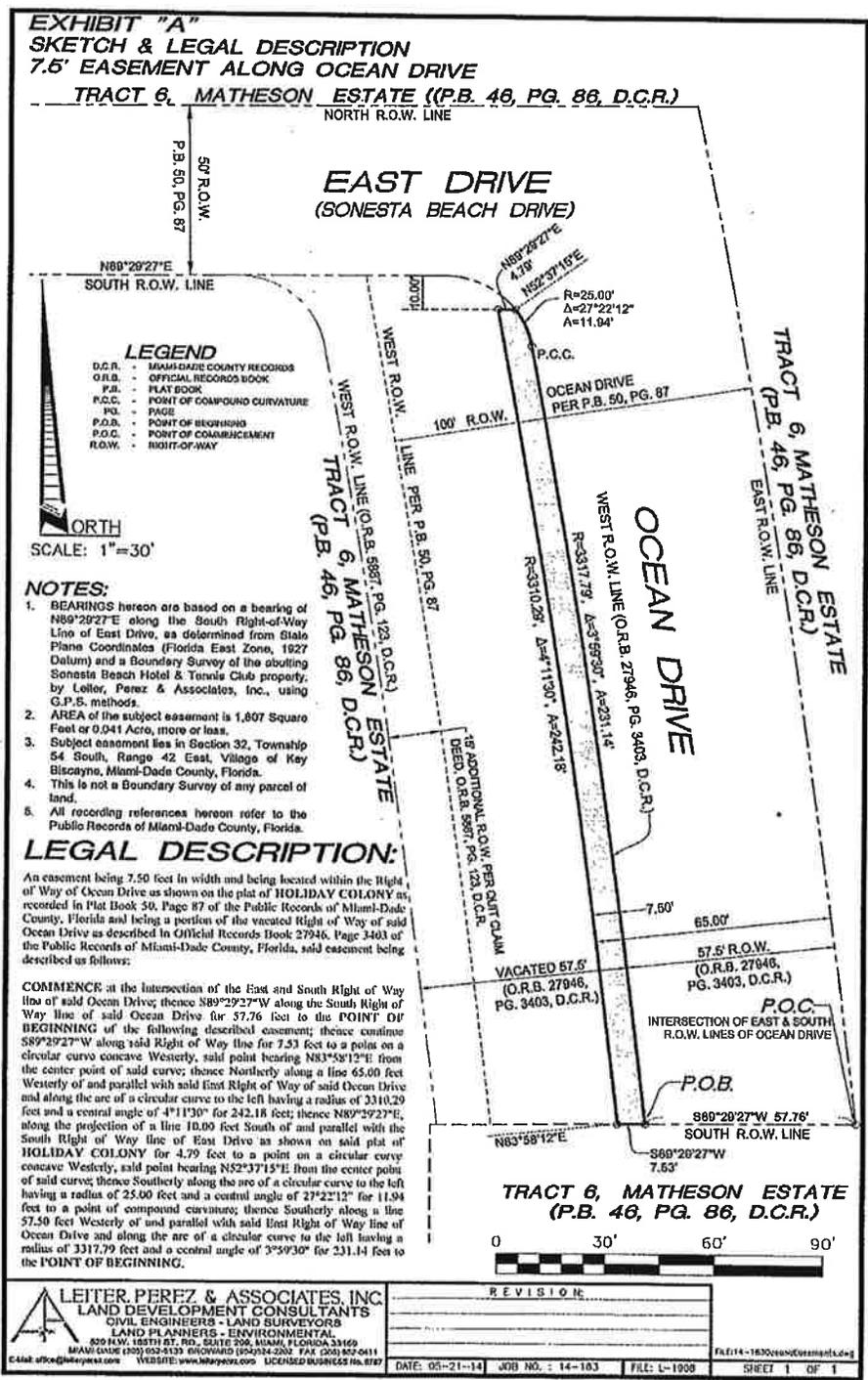


EXHIBIT "A-3"

SKETCH AND LEGAL DESCRIPTION OF 25' NORTH BEACH ACCESS EASEMENT

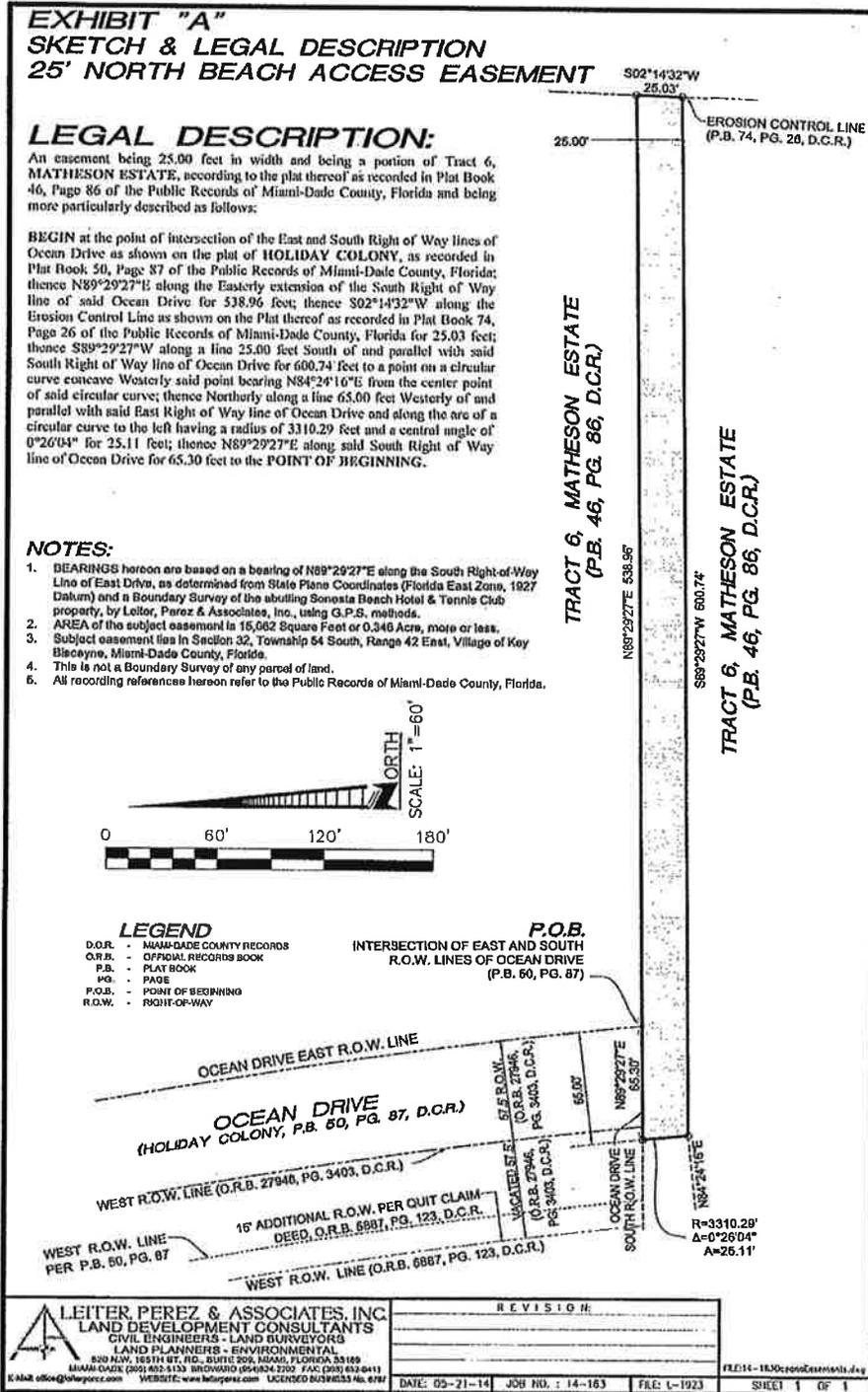


EXHIBIT "A-4"

SKETCH AND LEGAL DESCRIPTION OF 25' SOUTH BEACH ACCESS EASEMENT

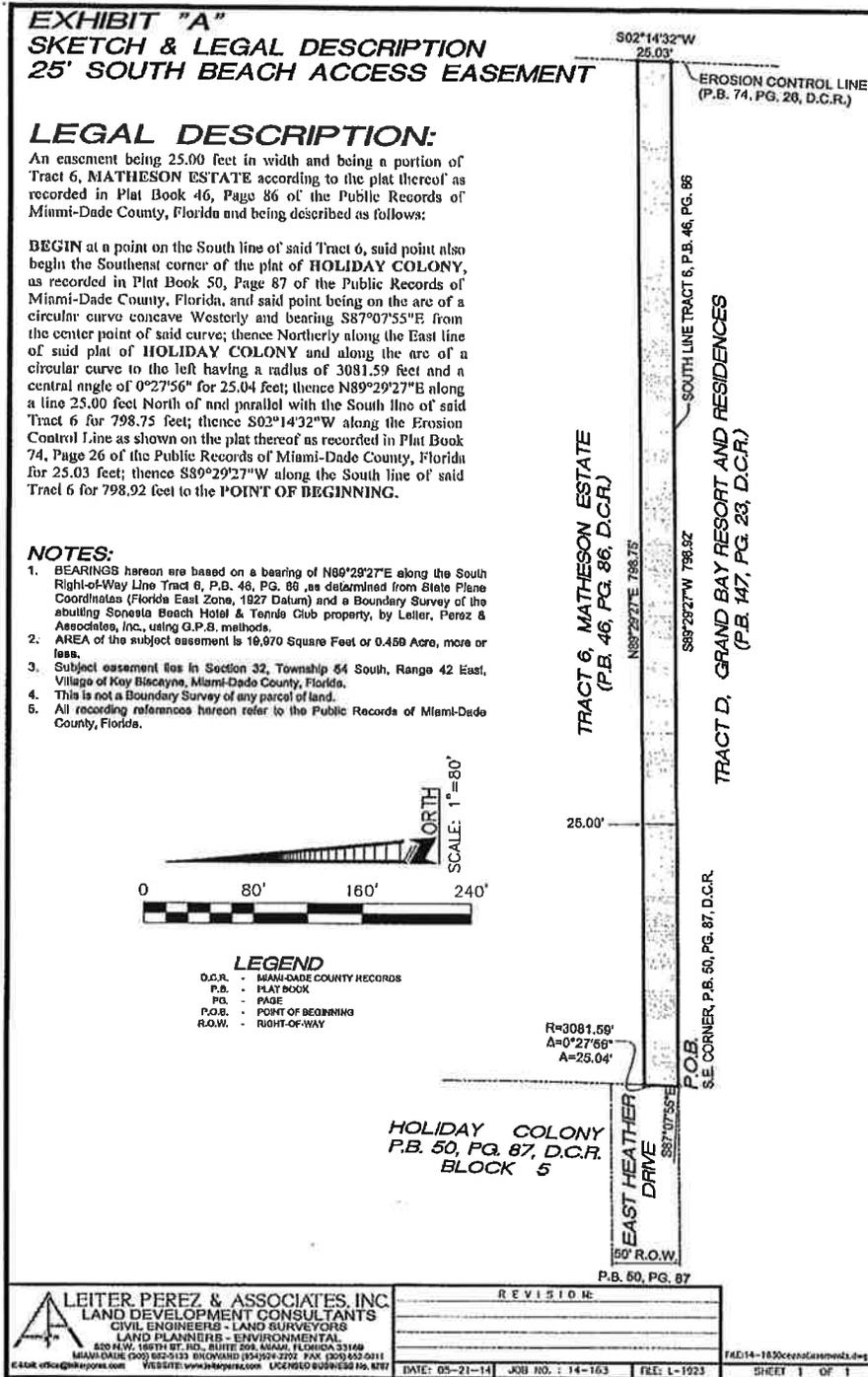


EXHIBIT "B"

SITE PLAN