

HPB23-0574

1 Lincoln Rd. 1071 Collins Av.

9/12/23 meeting "Exhibit D"

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

Name: Juan P. Loumiet, Esq.
Address: Greenberg Traurig Hoffman
Lipoff Rosen & Quentel, P.A.
1221 Brickell Avenue
Miami, Florida 33131
(305) 579-0500

99R031956 1999 JAN 19 14:45

(Space reserved for Clerk)

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT (this "Amendment") is made and entered into as of the 2ND day of December, 1998, by and among: (1) the CITY OF MIAMI BEACH, a Florida municipal corporation (the "City"); and (2) DI LIDO BEACH HOTEL CORPORATION, a Florida corporation (the "Owner"):

Recitations

A. The Owner and the City entered into that certain Agreement dated June 11, 1998, recorded in Official Records Book 18165, at Page 955, of the Public Records of Miami-Dade County, Florida (the "Agreement"), which Agreement constitutes a development agreement among the parties pursuant to the Florida Local Government Development Agreement Act, Sections 163.3220 - 163.3243 et. seq. (the "Act") and Section 9D-1 of the City's Code. All capitalized terms used herein which are not defined shall have the definitions as set forth in the Agreement.

B. The property that is the subject of the Agreement is described in Exhibit "A" hereto.

C. The Owner and the City are desirous of amending certain terms of the Agreement.

19.50

D. Having fully considered this Amendment at two duly conducted public hearings in compliance with Section 163.3225 of the Act, the City has approved and authorized this Amendment.

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

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

2. Amendments. Subsection 3.18 (b) of the Agreement is hereby deleted and the following is inserted in lieu thereof:

(b) The building height shall be no more than 131 feet to the top of the roof and 155 feet to the highest architectural projection as measured above "grade" as said term is defined in the City's zoning ordinance (Ordinance No. 89-2665).

3. Compliance. The provisions of the Agreement dealing with the Di Lido Property, as modified by this Amendment, are consistent with the Comprehensive Plan (subject to all applicable Development Approvals) in effect on the execution date of the Agreement and the land development regulations of the City (subject to all applicable Development Approvals) in effect on the execution date of the Agreement.

4. Effectiveness; Recording; Further Amendments; Counterparts. This Amendment shall become effective upon execution by all parties hereto. Promptly after the full execution hereof, Owner shall record this Amendment with the Clerk of the Circuit Court Miami-Dade County, Florida. Except as amended hereby, all other terms and conditions contained in the Agreement remain unchanged and in full force and effect. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all constituting only one Amendment.

EXECUTED as of the date first above written.

Signed, sealed and delivered
in the presence of:

Sandra Trujillo
Stamatis

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

CITY OF MIAMI BEACH,
a Florida municipal corporation

By: WM
Name: Neisen Kasdin, Mayor

Attest: Robert Parcher
Robert Parcher, City Clerk

W. H. Bull
City Attorney

11/16/28
Date

Marta M. Rivero
Julie Hendricks

DI LIDO BEACH HOTEL
CORPORATION, a Florida corporation

By: Bruce E. Lazar
Name: Bruce E. Lazar
Title: Vice Pres.

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

The foregoing instrument was acknowledged before me this 2nd day of January, 1998, by Bruce E. Lazar, as Vice President of Di Lido Beach Hotel Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Marta M. Rivero
NOTARY PUBLIC



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

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

The foregoing instrument was acknowledged before me this 14th day of January, 1998, by Neison C. Kasdin, as Mayor of the City of Miami Beach, a municipal corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Lillian Beauchamp
NOTARY PUBLIC

Lillian Beauchamp
Typed or Printed Name of Notary

My Commission expires:
Serial No., if any: _____

MIAMI/HERNANDEZ/1984164121g051 DOC/11/09/98/19878 010700

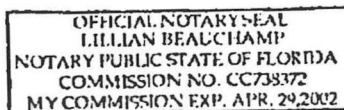


EXHIBIT "A"

DI LIDO PROPERTY

PARCEL 1:

Lots 18, 19 and 20 in Block 29, of FISHER'S FIRST SUBDIVISION OF ALTON BEACH, a Subdivision of MIAMI-DADE, Florida, according to the Plat thereof, as recorded in Plat book 2, at Page 77, of the Public Records of MIAMI-DADE County, Florida.

ALSO PARCEL 2:

All of Lots 1, 2, 3, 4, 17 and the South Half (S1/2) of Lots 5 and 16, in Block 29, of FISHER'S FIRST SUBDIVISION OF ALTON BEACH, according to the Plat thereof, as recorded in Plat Book 2, at Page 77 of the Public Records of MIAMI-DADE County, Florida, ALSO; Beginning (P.O.B.) at the Northeast corner of the South Half (S1/2) of Lot 5 in Block 29 as the same is shown and designated upon the Plat Florida; thence run in an Easterly direction along the North Line of said South Half (S1/2) of Lot 5 in Block 29 produced to the Erosion Control Line of the Atlantic Ocean, said line recorded in Plat Book 105, at Page 62, of the Public Records of MIAMI-DADE County, Florida; thence run in a Southerly direction along the Erosion Control Line a distance of 280.059 feet to a point, said point being the intersection of the Erosion Control Line and the Centerline of Lincoln Road, as said Road is shown on the above mentioned Plat, produced Easterly; thence run in a Westerly direction along the Centerline of Lincoln Road produced Easterly to an intersection with the Easterly Line of Block 29 produced Southerly; thence run in a Northerly direction along the Easterly line of said Block 29 and its production Southerly, a distance of 278.878 to the Point of Beginning (P.O.B.).

To Be Described as follows:

Unit No. _____, and No. _____ of _____, a Condominium, filed in Official Records Book _____, at Page _____, of the Public Records of MIAMI-DADE County, Florida.

RECORDED
INDEXED
HARVEY KARPIN
CLERK, COUNTY CLERK