CFN: 20170250467 BOOK 30519 PAGE 3915
DATE:05/03/2017 11:43:17 AM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

**This instrument was prepared by:**

**Name:** **Michael W. Larkin, Esq.**
**Address:** **200 S. Biscayne Blvd, Suite 850**
**Miami, Florida 33131**

**(Space reserved for Clerk)**

# COVENANT
# IN LIEU OF UNITY OF TITLE

*WHEREAS*, **WASHINGTON GARDENS, INC.**, a Florida corporation, and **WASHINGTON GARDENS MB, LLC**, a Florida limited liability company (collectively, the "WP Owner"), having offices at 1228 Alton Road, Miami Beach, Florida 33139, is the fee simple owner of those certain properties in Miami Beach, Florida described in **Exhibit "A"** (collectively, the "Washington Properties"); and

*WHEREAS*, **HADDON HALL HOTEL OWNER, LLC**, a Delaware limited liability company (the "HHP Owner"), having offices at 1500 Collins Avenue, Miami Beach, Florida 33139, is fee simple owner of those certain properties in Miami Beach, Florida described in **Exhibit "C"** (collectively, the "Haddon Hall Properties"); and

*WHEREAS,* the Washington Properties and the Haddon Hall Properties (together referred to as the "Total Properties") are to be submitted as a unified development site, consistent with Section 118-5 of the Miami Beach Code (the "Code"), for the purpose of combined Floor Area Ratio calculation ("FAR") for the City of Miami Beach, Florida (also referred to herein as the "City"); and

*WHEREAS*, the WP Owner and HHP Owner (together referred to as "Owners") agree to have the Total Properties function as a unified development site for FAR purposes as contemplated by Section 118-5 of the Miami Beach Code;

*NOW, THEREFORE*, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WP Owner and HHP Owner hereby freely, voluntarily and without duress covenant and agree as follows:

1. The recitals set forth above are true and correct and are adopted herein.

2. The agreement hereunder on the part of Owners shall constitute a covenant running with the land with respect to the Total Properties and will be recorded, at WP Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the successors and assigns of the Owners, until such time as the same is released in writing as hereinafter provided.

3. The subject site will be developed as a unified development site in substantial accordance with the approved site plan, after one has been submitted and approved under the City's land development regulations in connection with this Covenant in Lieu of Unity of Title. No modification shall be effectuated to such site plan without the written consent of (i) the then owner(s) of the phase or portion of the Total Properties for which modification is sought, (ii) all other owners within the original unified development site (i.e. of the Total Properties), or their successors, whose consent shall not be unreasonably withheld, and (iii) the Director of the City's Planning Department; provided the Director finds that the modification is in compliance with the land development regulations. Should the Director withhold such approval, the then owner(s) of the phase or portion of the Total Properties for which modification is sought shall be permitted to seek such modification by application to modify the plan at public hearing before the appropriate City board or the City Commission of Miami Beach, Florida (whichever by law has jurisdiction over such matters). Such application shall be in addition to all other required approvals necessary for the modification sought.

4. In the event of additional multiple ownerships subsequent to site plan approval, each of the subsequent owners shall be bound by the terms, provisions and conditions of this Covenant in Lieu of Unity of Title. Owners further agree that they will not convey portions of the Total Properties to such other parties unless and until the Owners and such other party or parties shall have executed and mutually delivered, in recordable form, an instrument to be known as an Easement and Operating Agreement which shall contain, among other things:

   (i) Easements in the common area of each parcel for ingress to and egress from the other parcels;
   (ii) Easements in the common area of each parcel for the passage and parking of vehicles;
   (iii) Easements in the common area of each parcel for the passage and accommodation of pedestrians;
   (iv) Easements for access roads across the common area of each parcel to public and private roadways;
   (v) Easements for the installation, use, operation, maintenance, repair, replacement, relocation and removal of utility facilities in appropriate areas in each such parcel;
   (vi) Easements on each such parcel for construction of buildings and improvements in favor of each such other parcel;
   (vii) Easements upon each such parcel in favor of each adjoining parcel for the

installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations;

(viii) Easements on each parcel for attachment of buildings;

(ix) Easements on each parcel for building overhangs and other overhangs and projections encroaching upon such parcel from the adjoining parcels such as, by way of example, marquees, canopies, lights, lighting devices, awnings, wing walls and the like;

(x) Appropriate reservation of rights to grant easements to utility companies;

(xi) Appropriate reservation of rights to road right-of-ways and curb cuts;

(xii) Easements in favor of each such parcel for pedestrian and vehicular traffic over dedicated private ring roads and access roads; and

(xiii) Appropriate agreements between the owners of the Total Properties as to the obligation to maintain and repair all private roadways, parking facilities, common areas and common facilities and the like.

5. The Easement and Operating Agreement provisions or portions thereof set forth in **Paragraph 4** above, may be waived by the Director if they are not applicable to the Total Properties or portion thereof (such as for conveyances to purchasers of individual condominium units). These provisions of the Easement and Operating Agreement shall not be amended without prior written approval of the City Attorney. In addition, such Easement and Operating Agreement shall contain such other provisions with respect to the operation, maintenance and development of the Total Properties as to which the parties thereto may agree, or the Director may require, all to the end that although the Total Properties may have several owners, it will be constructed, conveyed, maintained and operated in accordance with the approved site plan.

6. The Washington Properties are currently entitled to Fifty Five Thousand Two Hundred Fifty (55,250) square feet of FAR. The Haddon Hall Properties are currently entitled to One Hundred Twenty Thousand Eight Hundred Ninety (120,890) square feet of FAR. The Total Properties are currently entitled to One Hundred Seventy Six Thousand One Hundred Forty (176,140) square feet of FAR. The WP Owner shall be entitled to use, for the development of the Washington Properties, and in addition to the 55,250 square feet of FAR already allocated thereto, a total of Forty Thousand (40,000) square feet of additional FAR, and no more, available from the Haddon Hall Properties. This FAR derived from the Haddon Hall Properties shall be transferred as follows (the current FAR analysis is attached hereto as **Exhibit "B"**):

   a. Ten Thousand (10,000) square feet of FAR shall be derived from the CD-2 zoned property identified within folio # 02-3234-019-1190 and commonly referred to as the "Campton Building Property" (as more particularly described on **Exhibit "C"** attached hereto). The Campton Building Property is currently entitled to Thirty Six Thousand (36,000) square feet of FAR and is currently developed with a total FAR of Sixteen Thousand Six Hundred Thirty Three (16,633) square feet, such that after

the transfer it will have Nine Thousand Three Hundred Sixty Seven (9,367) square feet of FAR remaining.

b. Fifteen Thousand (15,000) square feet of FAR shall be derived from the MXE zoned property identified within folio # 02-3234-019-1190 and commonly known as the "Haddon Hall Pool Property" (as more particularly described on **Exhibit "C"** attached hereto). The Haddon Hall Pool Property is currently entitled to Twenty One Thousand Seven Hundred Fifty (21,750) square feet of FAR and is currently developed with a total FAR of Five Thousand Nine Hundred Seventy (5,970) square feet such that after the transfer it will have Seven Hundred Eighty (780) square feet of FAR remaining.

c. Fifteen Thousand (15,000) square feet of FAR shall be derived from the MXE zoned property identified within folio # 02-3234-019-1190 and commonly known as the "Haddon Hall Hotel Property" (as more particularly described on **Exhibit "C"** attached hereto). The Haddon Hall Hotel Property is currently entitled to Sixty Three Thousand One Hundred Forty (63,140) square feet of FAR and is currently developed with a total FAR of Forty Three Thousand Eighty Four (43,084) square feet such that after the transfer it will have Five Thousand Fifty Six (5,056) square feet of FAR remaining.

7. The use of the Campton Building Property shall be restricted such that at all times if the FAR exceeds1.5 on all properties with an underlying zoning district of CD-2, more than twenty five percent (25%) of the total area of the buildings with an underlying zoning district of CD-2 shall be used for residential or hotel units in accordance with Section 142-307 (d)(2) of the Code. Except as described in and as expressly permitted for WP Owner's use pursuant to **Paragraph 6** above, the WP Owner may not use any additional FAR from the Haddon Hall Properties. In the event that the amount of permitted FAR on the Total Properties is increased by changes in the Code, then such additional FAR shall be deemed to be allocated to each applicable portion of the Total Properties that generates the additional FAR.

8. The provisions of this instrument shall become effective upon their recordation in the Public Records of Miami-Dade County, Florida, and, unless terminated in accordance with **Paragraph 2** above, 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 accordance with the provisions of **Paragraph 9** below.

9. The provisions of this instrument may be released, amended, or modified from time to time by recorded instrument executed by the then owner or owners of the Total Properties, with joinders by any mortgagees, provided that the same is also approved by the Planning

Director of the City of Miami Beach, or his or her successor, or a City board if such has jurisdiction of the matter at the time of the request.

10. Should this Covenant in Lieu of Unity of Title be released, amended, or modified in accordance with **Paragraph 9** hereof, the Planning Director, or his or her successor, shall execute a written instrument effectuating and acknowledging such modification, amendment, or release. No release, amendment or modification shall be effective without the approval of the Director or his successor.

11. Enforcement shall be by action against any parties or persons violating or attempting to violate any of these covenants. The prevailing party in any action or suit arising out of or pertaining to this Covenant in Lieu of Unity of Title 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.

12. Invalidation of any one of these covenants, by judgment of Court, in no way shall affect any of the other provisions, which shall remain in full force and effect.

13. 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.

14. This Covenant in Lieu of Unity of Title shall be recorded in the public records of Miami-Dade County at the WP Owner's expense.

15. In the event of a violation of this Covenant in Lieu of Unity of Title or the violation by any portion of the Total Properties of any applicable law, rule or regulation (collectively, a "Violation"), the City is hereby authorized to withhold any future permits, to refuse to make any inspections or grant any approvals, and/or to pursue any other rights or remedies available to the City (collectively, the "Remedies"), for the applicable portion of the Total Properties that is causing a Violation, until such time as the same is cured.

16. In the event an Owner subjects all or a part of its portion of the Total Properties to a condominium regime of ownership and/or a declaration of restrictions under a property owner association, the condominium, homeowner and/or other similar association created thereby shall be deemed to be the Owner of such portion of the Total Properties under this Covenant in Lieu of Unity of Title and shall in all instances be deemed to be designated as the party to grant or withhold the consent of the Owner under this Covenant in Lieu of Unity of Title with respect thereto. The Other Owners shall have the right to rely upon this

designation for all purposes hereunder and shall have the right to rely upon the authority of the board of such association or any officer of such association.

17. HHP Owner covenants and agrees to reasonably cooperate with WP Owner and its representatives and to execute any and all documents reasonably required for the transfer of the FAR contemplated by **Paragraph 6** hereof and for the redevelopment of the Washington Properties and the related site plan approval process, including, but not limited to, appearance at public hearings, city staff meetings, or other meetings related to the site plan approval as may be reasonably requested by WP Owner. HHP Owner's cooperation shall be at no cost or expense to the HHP Owner and, if any such costs or expenses are to be so incurred, then the HHP Owner shall have no obligation to undertake such cooperative actions, unless reimbursed by the WP Owner.

18. The distribution of allowable FAR contemplated herein shall be subject to the review and approval of the Planning Director, and shall be in full accordance with the applicable provisions of the Land Development Regulations of the Code of the City of Miami Beach.

[SIGNATURE PAGES TO FOLLOW]

Signed, witnessed, executed and acknowledged this 26 day of April, 2017.

**WITNESSES:**

Print Name: Jonathan D. Beloff

Print Name: SHERRY GOMEZ

**WP OWNER:**

**WASHINGTON GARDENS, INC.**, a Florida corporation

By: _____

Name: James Resnick
Title: Vice - President

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

The foregoing instrument was acknowledged before me this 26 day of April, 2017, by James Resnick who is the Vice President of WASHINGTON GARDENS, INC., a Florida corporation, who executed the foregoing document on behalf of such corporation, who [ ✓ ] is personally known to me, or [ ] has produced _____ as identification.

[NOTARIAL SEAL]

JONATHAN D. BELOFF
Notary Public - State of Florida
My Comm. Expires Jan 19, 2019
Commission # FF 162819
Bonded through National Notary Assn.

Notary: _____
Print Name: Jonathan D. Beloff
Notary Public, State of Florida
My commission expires:

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

**WITNESSES:**

Print Name: **Jonathan D. Beloff**

Print Name: SHERRY GOMEZ

**WASHINGTON GARDENS MB, LLC**, a Florida limited liability company

By: _____

Name: James Resnick

Title: Authorized Member

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

The foregoing instrument was acknowledged before me this 25 day of April, 2017, by James Resnick, as Authorized Member of WASHINGTON GARDENS MB, LLC, a Florida limited liability company, on behalf of the company, who [X] is personally known to me, or [ ] has produced _____ as identification.

Notary: _____

Print Name: **Jonathan D. Beloff**

Notary Public, State of Florida

My commission expires:

[NOTARIAL SEAL]

JONATHAN D. BELOFF
Notary Public - State of Florida
My Comm. Expires Jan 19, 2019
Commission # FF 162819
Bonded through National Notary Assn.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

**WITNESSES:**

Print Name: Michelle Muniz

Print Name: KATHY DUGARTE

**HHP OWNER:**

**HADDON HALL HOTEL OWNER, LLC,**
a Delaware limited Liability Company

By: Walter P. Schmidt
Name: Walter P. Schmidt
Title: Vice President

STATE OF New York )
)
COUNTY OF New York ) SS:

The foregoing instrument was acknowledged before me this 27 day of April, 2017, by Walter P. Schmidt, as Vice President of HADDON HALL HOTEL OWNER, LLC, a Delaware limited liability company, on behalf of the company, who [ ✓ ] is personally known to me, or [ ] has produced personally known to me as identification.

[NOTARIAL SEAL]
ANN J WALDEMAR
Notary Public, State of New York
NO. 01WA6214102
Qualified in Westchester County
My Commission Expires 11.30.2017

Notary: Ann J. Waldemar
Print Name: Ann J. Waldemar
Notary Public, State of ~~Florida~~ New York
My commission expires: November 30, 2017
Commission No. 01WA6214102

**CONSENT**

The undersigned, being the Lender under that certain Consolidated, Amended and Restated Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of February 28, 2017, and recorded March 1, 2017 in Official Records Book 30440, Page 3206, of the Public Records of Miami-Dade County, Florida, hereby consents to this Covenant.

**ACREFI HOLDINGS J-I, LLC,**
a Delaware limited liability company

By: ACREFI MORTGAGE LENDING, LLC,
its managing member

By: ACREFI OPERATING, LLC,
its managing member

By: APOLLO COMMERCIAL REAL ESTATE FINANCE, INC.,
its managing member

By: _____
Name: Jai Agarwal
Title: Authorized Signatory

STATE OF NY )
) ss:
COUNTY OF NY )

The foregoing instrument was acknowledged before me this 27 day of April, 2017, by JAI AGARWAL, as Authorized Signatory of Apollo Commercial Real Estate Finance, Inc., as managing member of ACREFI Operating, LLC, as managing member of ACREFI Mortgage Lending, LLC, as managing member of ACREFI Holdings J-I, LLC, a Delaware limited liability company, who executed the foregoing document on behalf of the corporation, who [X] is personally known to me, or [ ] has produced _____ KNOWN TO ME as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: ELVIRA ALTIMARI-JAEGER

Notary Public, State of ~~Florida~~ NY
My commission expires:

ELVIRA ALTIMARI-JAEGER
Notary Public, State of New York
No. 01AL6113151
Qualified in Nassau County
Commission Expires July 19, 2020

## CONSENT

The undersigned, being the Mortgagee under that certain Purchase Money Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated June 30, 2015 and recorded in Official Records Book 29679, Page 2988 of the Public Records of Miami-Dade County, Florida, hereby consents to this Covenant.

**1515 WASHINGTON AVENUE PROPERTIES, L.C.,**
a Florida limited liability company

By: _____
Name: Burl Sostchin
Title: Manager

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

The foregoing instrument was acknowledged before me this 24 day of April, 2017, by Burl Sostchin, as Manager of Washington Avenue Properties, L.C., a Florida limited liability company, who executed the foregoing document on behalf of such association. who [ ] is personally known to me, or [ ✓ ] has produced Dr. License as identification.

[NOTARIAL SEAL]

JONATHAN D. BELOFF
Notary Public - State of Florida
My Comm. Expires Jan 19, 2019
Commission # FF 162819
Bonded through National Notary Assn.

Notary: _____
Print Name: **Jonathan D. Beloff**

Notary Public, State of Florida
My commission expires:

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Nick Ellalloggis
City Attorney

4-27-17
Date

City Planning Director

4-27-17
Date

# EXHIBIT "A"

Washington Properties Legal Description

The West 100.00 feet of Lot 20 and the West 100.00 feet of the South ½ of Lot 19, Block 57 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.

Together with:
Commencing at the Northwest corner of Lot 5, Block 76 of the aforementioned subdivision, thence run 70.00 feet North along the East right-of-way line of Washington Avenue to the Point of Beginning, thence run East 100.00 feet along the South line of Lot 20, thence run South 70.00 feet and 100.00 feet East of and parallel to the East right-of-way line of Washington Avenue, thence run West 100.00 feet along the North line of Lot 5 to the Point of Beginning.

FOLIO No. 02-3234-019-1180

And

Lot 18 and the North ½ of Lot 19, Block 57, 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

FOLIO No. 02-3234-019-1170

**EXHIBIT "B"**

**FAR Analysis**

| Building Name | Allowed FAR | Existing FAR | FAR Transfer | Remaining FAR |
|---|---|---|---|---|
| Campton Building | 36,000 | 16,633 | 15,000 | 4,367 |
| Pool Property | 21,750 | 5,970 | 15,000 | 780 |
| Haddon Hall | 63,140 | 43,084 | 10,000 | 10,056 |

EXHIBIT B (Continued)

| PROPERTY AREA CALCULATION | |
|---|---|
| **LIST OF PARCELS** | |
| **OE** | |
| OE1 (NORTH) | 13,125 SF |
| OE2 (SOUTH) | 14,500 SF |
| OE TOTALS | 27,625 SF |
| **HADDON HALL** | |
| HH1 | 18,000 SF |
| HH2 | 31,570 SF |
| HH3 | 10,875 SF |
| HH TOTALS | 60,445 SF |
| **GRAND TOTAL** | **88,070 SF** |

| DEVELOPMENT REGULATIONS | | | |
|---|---|---|---|
| | | ALLOWED/ REQUIRED | PROPOSED |
| F.A.R. | 2.00 X 88,070 SQ.FT. | 176,140 SF | 160,937 SF |

**EXISTING FAR SCHEDULE BY PARCEL**

| | OE1 | OE2 | HH1 | HH2 | HH3 | TOTAL |
|---|---|---|---|---|---|---|
| PARCEL AREA | 13,125 | 14,500 | 18,000 | 31,570 | 10,875 | 88,070 |
| EXISTING F.A.R. | 9,215 | 11,458 | 16,633 | 43,084 | 5,970 | 86,360 |
| AVAILABLE | 17,035 | 17,542 | 19,367 | 20,056 | 15,780 | 89,780 |
| MAX F.A.R. | 26,250 | 29,000 | 36,000 | 63,140 | 21,750 | 176,140 |

**PROPOSED DISTRIBUTION OF FAR**

| | | |
|---|---|---|
| HH1 | 16,633 SF | (EXIST.) |
| HH2 | 43,084 SF | (EXIST.) |
| HH3 | 5,970 SF | (EXIST.) |
| SUBTOTAL | 65,687 SF | |
| OE1 | 26,250 SF | 9,215 (EXIST.) + 17,035 (PROP) |
| OE2 | 29,000 SF | 11,458 (EXIST.) + 17,542 (PROP) |
| | 10,000 SF | (FROM HH1) |
| | 15,000 SF | (FROM HH2) |
| | 15,000 SF | (FROM HH3) |
| SUBTOTAL | 95,250 SF | |
| TOTAL F.A.R. PROPOSED FOR UNIFIED SITE | | 160,937 SF |

| | |
|---|---|
| **TOTAL F.A.R. ALLOWED** | **176,140 SF** |
| **TOTAL F.A.R. PROPOSED FOR UNIFIED SITE** | **160,937 SF** |
| TOTAL REMAINING FOR FUTURE DEVELOPMENT | 15,203 SF |

# OE WASHINGTON AVE

MIAMI BEACH, FL

NICHOLS BROSCH WURST WOLFE & ASSOCIATES, INC. Architecture & Planning

03-14-15

EXH B

Q:\1557\70-OE WASHINGTON AVE\04-PRODUCTION\02-REVIT\01-CENTRAL FILES\1570 WASHINGTON AND 15TH.rvt
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**EXHIBIT "C"**

Haddon Hall Properties Legal Description

Folio No. 02-3234-019-1190:

Haddon Hall Hotel Property:

Lots 1 and 2, and Strip lying North and adjacent thereto, Block 76, 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.

Haddon Hall Pool Property:

South ½ of Lot 19 and all of Lot 20, Less the West 100 Feet thereof, and Strip lying South and adjacent thereto, Block 57, 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.

Campton Building Property:

Lot 3, 4 and 5, in Block 76, 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 Dade County, Florida .

**EXHIBIT "C" (continued)**

Overall Legal Description of Haddon Hall Properties

PARCEL 1:

Lots One (1) and Two (2) of Block Seventy-Six (76) of FISHER'S FIRST SUBDIVISION OF ALTON BEACH, according to the plat thereof as recorded in Plat Book 2, Page 77, of the Public Records of Miami - Dade County, Florida, and also the following described land: That part of vacated Fifteenth Street formerly known as Avenue D, described as follows: Begin at the Northeast corner of Lot 1 of Block 76 of FISHER'S FIRST SUBDIVISION OF ALTON BEACH, according to the plat thereof as recorded in Plat Book 2, Page 77, of the Public Records of Miami - Dade County, Florida; thence Northeasterly along West line of Collins Avenue a distance of 70. 98 feet to the Southeast corner of Lot 1, of Block 57 of the aforesaid subdivision; thence Westerly along the Southerly line of Lot 1, Block 57 of the aforesaid subdivision a distance of 172.01 feet, more or less, to a point where the Westerly line of Lot 2 of Block 76 of the aforesaid subdivision extended Northerly intersects the Southerly line of Lot 1, of Block 57 of the aforesaid subdivision; thence Southerly a distance of 70 feet to the Northwest corner of Lot 2 of Block 76 of the aforesaid subdivision; thence Easterly along the Northerly line of Lots 2 and 1 of Block 76 of the aforesaid subdivision, a distance of 155.21 feet to the Point of Beginning.

AND

PARCEL 2:

Commencing at the Northwest corner of Lot 5, Block 76, of FISHER'S FIRST SUBDIVISION OF ALTON BEACH, as same is shown upon a recorded Plat of said subdivision, recorded in Plat Book 2, Page 77, of the Public Records of Miami - Dade County, Florida; thence run East along the North line or said Block 76, a distance of one hundred (100) feet to the Point of Beginning of the Tract of land herein described:

From said Point of Beginning run North along a line deflecting 90 degrees to the left, said line being parallel to and one hundred (100) feet distant Easterly from the Easterly line of Washington Avenue, as above recorded, a distance of one hundred forty-five (145) feet to a point on the North line of the South 1/2 of Lot 19, Block 57, FISHER'S FIRST SUBDIVISION OF ALTON BEACH, as recorded in Plat Book 2, Page 77, of the Public Records of Miami – Dade County, Florida: thence run Easterly along a line deflecting 90 degrees to the right along the North line of the South 1/2 of Lot 19, Block 57, a distance of seventy-five (75) feet to a point on the West line of Lot 2, of said Block 57, thence run Southerly along a line deflecting 90 degrees to the right along the dividing line between Lots 1 and 2, and Lot 20 and the South 1/2 of Lot 19, Block 57, a distance

of seventy-five (75) feet to a point, said point being the Southeasterly corner of Lot 20, or the Southwesterly corner of Lot 1, of said Block 57; thence run Southeasterly along a line deflecting to the left 04 ° 05' 08.2", a distance of 70.178 feet to a point, said point being the Northeasterly corner of Lot 3, of said Block 76, FISHER'S FIRST SUBDIVISION; thence run Westerly along a line deflecting to the right 94° 05' 08.2" along the Northerly line of said Block 76, a distance of eighty (80) feet to the Point of Beginning of the tract of land herein described.

TOGETHER with the easement described on Page 2 of that certain Deed from Daniel I. Taradash to Haddon Hall Corp., dated May 12, 1952, filed June 13, 1952 in Deed Book 3609, Page 25, of the Public Records of Miami - Dade County, Florida, but subject to the terms of such easement.