

FIH
draft issued for discussion purposes only
06/03/2020



Prepared by/Record and Return to:

Erin Auble, Esq.
Katz Barron
901 Ponce de Leon Blvd., 10th Floor
Miami, Florida 33134

THIS SPACE FOR RECORDER'S USE

SECOND AMENDMENT TO CART PATH EASEMENT AGREEMENT

This SECOND AMENDMENT TO CART PATH EASEMENT AGREEMENT (hereinafter referred to as this "Amendment") is made as of June 14, 2022, by and among **FI PARCELS, LLC**, a Florida limited liability company ("FIP"), **FISHER ISLAND CLUB, INC.**, a Florida not for profit corporation (the "Club"), and **FISHER ISLAND COMMUNITY ASSOCIATION, INC.**, a Florida not for profit corporation ("FICA").

WITNESSETH:

A. The Club and FICA are parties to that certain Cart Path Easement Agreement dated June 1, 1993 and recorded in Official Records Book 16035, Page 3469, as amended by that certain Amendment to Cart Path Easement Agreement dated July 23, 2004 and recorded in Official Records Book 22512, Page 3896, of the Public Records of Miami-Dade County, Florida (collectively, the "Agreement");

B. FIP holds title to that certain real property legally described in Exhibit "A" attached hereto (the "FIP Property");

C. The location of Cart Paths on the FIP Property has been modified; and

E. FIP, the Club and FICA desire and agree to amend the Agreement to reflect the modified Cart Paths on the FIP Property.

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

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated by reference as if fully set forth herein. Capitalized terms not defined herein shall have the meanings given such terms in the Agreement.

2. AMENDMENT OF CART PATH LEGAL DESCRIPTION. The Sketch & Legal Description appearing at Official Records Book 16035 at Pages 3482 through 3484, of the Public Records of Miami-Dade County, Florida (being part of Exhibit B to the Agreement) is supplemented by the Sketch & Legal Description attached hereto as Exhibit "B".

3. ENTIRE AGREEMENT. This Amendment embodies the entire understanding regarding the subject matter hereof, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

4. COUNTERPART EXECUTION. This Amendment may be executed in separate counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.

IN WITNESS WHEREOF, parties hereto have executed this Amendment, by their respectively duly authorized representatives, as of the day and year first above written.

[SIGNATURE PAGE AND ACKNOWLEDGMENTS FOLLOW]

[Signature page to Second Amendment to Cart Path Easement Agreement]

WITNESSES:

Signed, sealed and delivered
in the presence of:

[Signature]
Witness signature
DEBBIE CURSON
Witness print name

[Signature]
Witness signature
CHARLOTTE OATES
Witness print name

FISHER ISLAND CLUB, INC.,
a Florida not for profit corporation

By: [Signature]
Shane Krige, President

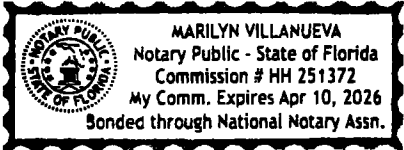
STATE OF FLORIDA

COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, 13 day of June, 2022 by Shane Krige, as President of FISHER ISLAND CLUB, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced Driver License as identification.

[Signature]

[Notary Seal]



Notary Public

Marilyn Villanueva
Name typed, printed or stamped

My Commission Expires: April 10, 2026

(Execution continues on following page)


[Signature page to Second Amendment to Cart Path Easement Agreement]

WITNESSES:

Signed, sealed and delivered
in the presence of:

FI PARCELS, LLC, a Florida limited liability
company

By: FISHER ISLAND CLUB, INC.,
a Florida not for profit corporation, its manager

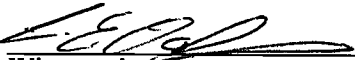


Witness signature
DEBORAH QUINN

Witness print name

By: 

Shane Krige, President




Witness signature
CHARLOTTE OSIG

Witness print name

STATE OF FLORIDA

COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, 13 day of June, 2022 by Shane Krige, as President of FISHER ISLAND CLUB, INC., a Florida not-for-profit corporation, as manager of FI Parcels, LLC, a Florida limited liability company, on behalf of the corporation and company, who is personally known to me or has produced Driver License as identification.



[Notary Seal]



Notary Public

Marilyn Villanueva

Name typed, printed or stamped

My Commission Expires: April 10, 2026

(Execution continues on following page)

[Continuation of signature page to Second Amendment to Cart Path Easement Agreement]

WITNESSES:

FISHER ISLAND COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Marilyn Villanueva
Witness signature
Marilyn Villanueva
Witness print name

By: [Signature]
Robert Sosa, President / CEO

Sonia Bringas
Witness signature
Sonia Bringas
Witness print name

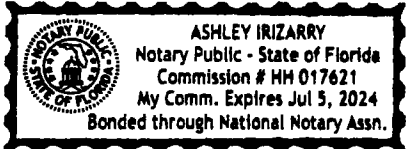
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, 13th day of June, 2022 by Robert Sosa as President of FISHER ISLAND COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public

[Notary Seal]



Ashley Irizarry
Name typed, printed or stamped

My Commission Expires: July 5, 2024

EXHIBIT A**PORTION OF PARCEL 8 (REFERRED TO AS EAST PARCEL 8)**

A PORTION OF TRACT "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128 AT PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTH, NORTHEAST CORNER OF SAID TRACT "A"; THENCE S.01°56'00"E. AT RIGHT ANGLES TO THE NEXT DESCRIBED COURSE FOR 520.00 FEET; THENCE N.88°04'00"E. FOR 300.00 FEET; THENCE S.01°56'00"E. AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES FOR 100.00 FEET, (THE LAST 3 DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF SAID TRACT "A"); THENCE S.88°04'00"W. FOR 345.86 FEET; THENCE N.01°56'00"W. AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES FOR 8.00 FEET; THENCE S.88°04'00"W. FOR 104.14 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 242.00 FEET AND A CENTRAL ANGLE OF 16°56'38" FOR AN ARC DISTANCE OF 71.57 FEET; THENCE N.13°10'55"W. FOR 31.10 FEET; THENCE N.22°57'28"W. FOR 204.61 FEET; THENCE N.01°56'00"W. FOR 70.00 FEET; THENCE N.88°04'00"E. AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES FOR 221.99 FEET; THENCE N.01°56'00"W. FOR 267.60 FEET, THENCE N.43°38'49"W. FOR 56.80 FEET; (THE LAST 4 DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF PORTIONS OF TRACT "A-8", AND TRACT "B-8" OF THE PLAT "LINDISFARNE ON FISHER ISLAND SECTION 8", PLAT BOOK 143 PAGE 9 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE N.88°04'00"E. ALONG THE NORTH BOUNDARY LINE OF SAID TRACT "A" FOR 115.81 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND SUBJECT TO A ROADWAY EASEMENT AS SHOWN ON THE SAID PLAT OF "LINDISFARNE ON FISHER ISLAND SECTION 1", PLAT BOOK 128 PAGE 59 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS

A PORTION OF TRACT "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128 AT PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY NORTHWEST CORNER OF TRACT "A" OF SAID PLAT "LINDISFARNE ON FISHER ISLAND SECTION 1"; THENCE N88°04'00"E ALONG THE NORTH LINE OF SAID TRACT "A" FOR 65.18 FEET; THENCE S01°56'00"E FOR 108.88 FEET; THENCE S80°32'47"W FOR 25.40 FEET; THENCE S01°56'00"E FOR 61.86 FEET; THENCE N22°57'28"W FOR 111.49 FEET TO THE WESTERLY BOUNDARY OF THE AFOREMENTIONED TRACT "A", SAID LINE BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF TRACT "A" OF "BISCAYNE APARTMENTS", PLAT BOOK 163, PAGE 49 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N01°56'00"W ALONG SAID LINE FOR 70.00 FEET TO THE POINT OF BEGINNING.

LESS

A PORTION OF TRACT "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128 AT PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY NORTHWEST CORNER OF TRACT "A" OF SAID PLAT "LINDISFARNE ON FISHER ISLAND SECTION 1"; THENCE S01°56'00"W ALONG THE EASTERLY BOUNDARY OF TRACT "A", "BISCAYNE APARTMENTS", PLAT BOOK 163, PAGE 49 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR 70.00 FEET; THENCE S22°57'28"E FOR 141.23 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE CONTINUE S22°57'28"E FOR 46.86 FEET; THENCE N01°54'50"W FOR 43.73 FEET; THENCE S88°05'10"W FOR 16.83 FEET TO THE POINT OF BEGINNING.

PORTION OF PARCEL 9

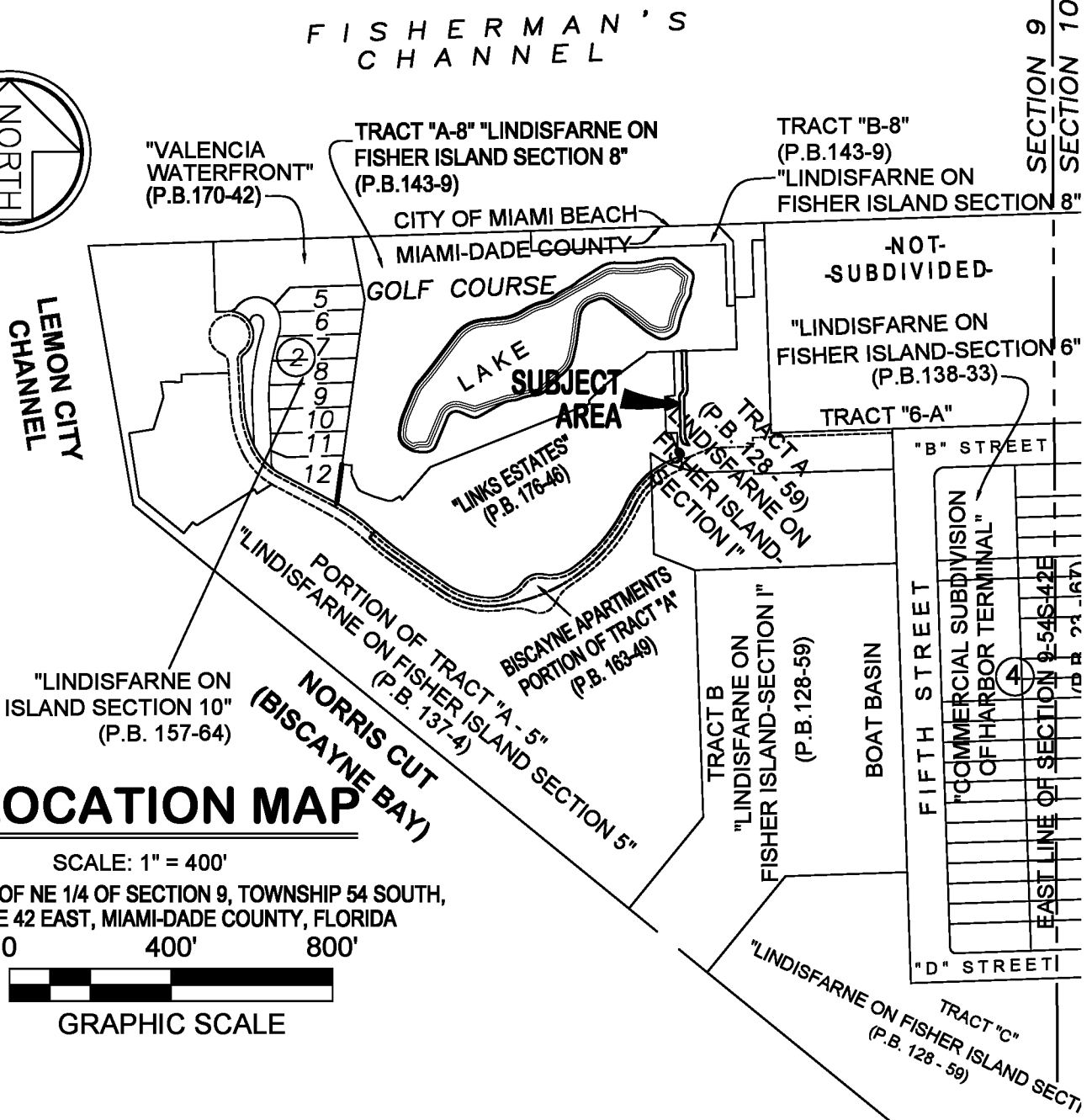
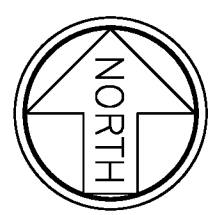
A PORTION OF TRACT "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128 AT PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY NORTHWEST CORNER OF TRACT "A" OF SAID PLAT "LINDISFARNE ON FISHER ISLAND SECTION 1"; THENCE S01°56'00"W ALONG THE EASTERLY BOUNDARY OF TRACT "A", "BISCAYNE APARTMENTS", PLAT BOOK 163, PAGE 49 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR 70.00 FEET; THENCE S22°57'28"E FOR 111.49 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE CONTINUE S22°57'28"E FOR 29.74 FEET; THENCE S88°05'10"W FOR 10.67 FEET; THENCE N01°56'00"W FOR 27.75 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

[see attached]

EXHIBIT "A" SKETCH & LEGAL DESCRIPTION



LOCATION MAP

SCALE: 1" = 400'

A PORTION OF NE 1/4 OF SECTION 9, TOWNSHIP 54 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA

0 400' 800'



GRAPHIC SCALE

LEGAL DESCRIPTION:

BEING A PORTION OF TRACT "A" OF "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, PAGE 59 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF "LINKS ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 176, PAGE 46 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N88°04'00"E ALONG THE NORTHERLY LINE OF TRACT "A" OF SAID "LINDISFARNE ON FISHER ISLAND SECTION 1" PLAT FOR 25.75 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF AN 11'00 FOOT WIDE GOLF CART EASEMENT; THENCE S01°58'13"E FOR 93.73 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 18.50 FEET AND A CENTRAL ANGLE 48°36'25", FOR AN ARC DISTANCE OF 15.69 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 8.25 FEET AND A CENTRAL ANGLE 48°11'08", FOR AN ARC DISTANCE OF 6.94 FEET TO A POINT OF TANGENCY; THENCE S01°30'56"E FOR 97.29 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 20.50 FEET AND A CENTRAL ANGLE 26°18'25", FOR AN ARC DISTANCE OF 9.41 FEET TO A POINT OF TANGENCY; THENCE S27°49'21"E FOR 12.48 FEET TO A POINT ON THE NORTHERLY LINE OF A 60 FOOT ROADWAY EASEMENT RECORDED IN SAID "LINDISFARNE ON FISHER ISLAND SECTION 1" PLAT AND SAID POINT ALSO BEING ON THE NORTHERLY LINE OF A 60 FOOT WATER, SEWER, INGRESS AND EGRESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 12697 AT PAGE 564 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND SAID POINT ALSO BEING THE POINT OF TERMINATION.

THE SIDELINES OF THIS EASEMENT ARE TO BE LENGTHENED OR SHORTENED AS REQUIRED AND DETAILED ON THE ACCOMPANYING SKETCH IN ORDER TO CREATE A CONTIGUOUS STRIP ALONG THE ROUTE DESCRIBED.


ALL LYING AND BEING IN SECTION 9, TOWNSHIP 54 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA.

THIS "SKETCH & LEGAL DESCRIPTION" IS 2 SHEETS AND IS NOT FULL AND COMPLETE UNLESS ACCOMPANIED BY ALL SHEETS.

LEITER, PEREZ & ASSOCIATES, INC.
 LAND DEVELOPMENT CONSULTANTS
 CIVIL ENGINEERS - LAND SURVEYORS
 LAND PLANNERS - ENVIRONMENTAL

520 N.W. 165TH ST. RD., SUITE 208, MIAMI, FLORIDA 33169
 MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411
 E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

THIS "SKETCH & LEGAL DESCRIPTION" WAS PREPARED UNDER MY SUPERVISION.
LEITER, PEREZ & ASSOCIATES, INC.

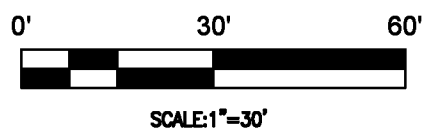
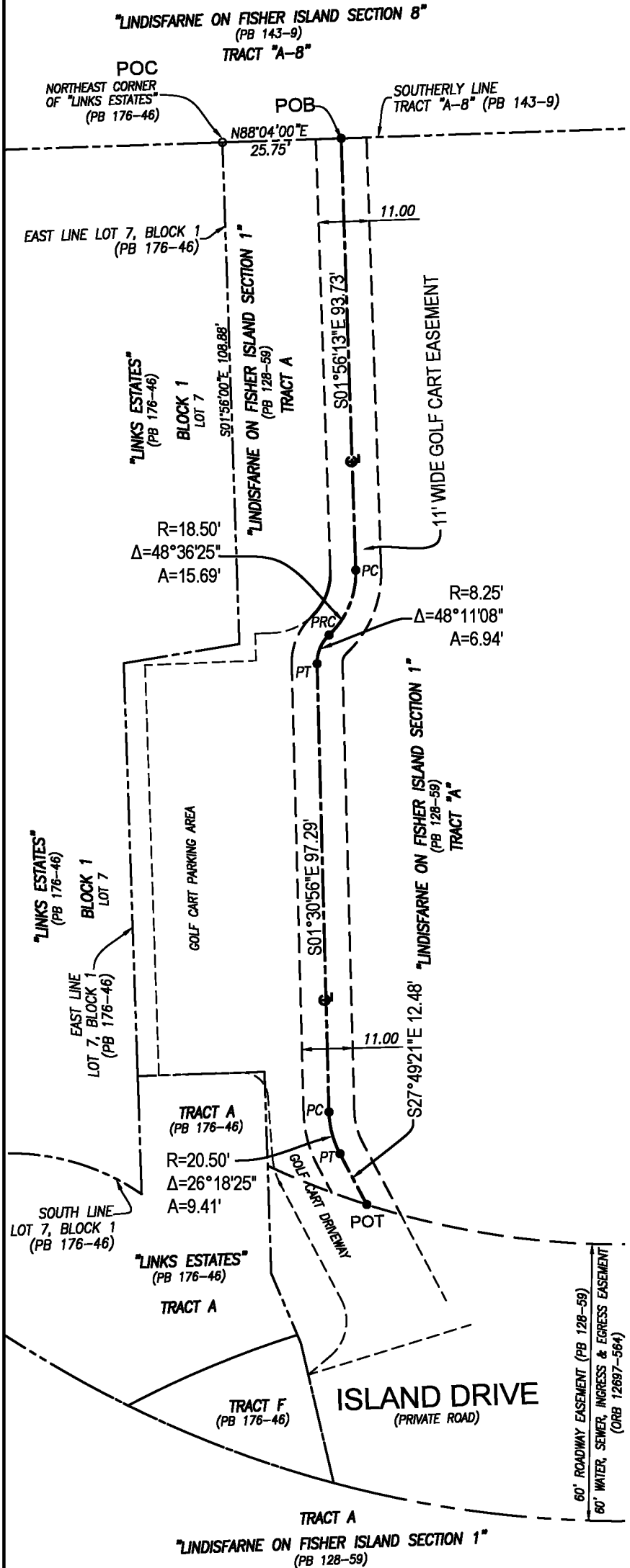
BY: 
GEOFFREY LEITER, PRESIDENT, PROFESSIONAL SURVEYOR & MAPPER #6306, STATE OF FLORIDA

DATE: 6-15-2022 JOB NO. : 22-194 FILE NO.: L-3016

GEOFFREY LEITER
 License Number
 6306

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

EXHIBIT "A" SKETCH & LEGAL DESCRIPTION



NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF S01°56'00"E ALONG THE WEST LINE OF TRACT "A" AS SHOWN ON THE PLAT OF "LINDISFARNE ON FISHER ISLAND SECTION 1", AS RECORDED IN PLAT BOOK 128 AT PAGE 59 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
2. CLIENT: FISHER ISLAND COMMUNITY ASSOCIATION, INC.
3. AREA (CALCULATED): THE SUBJECT EASEMENT CONTAINS 2,590 SQUARE FEET, 0.0595 ACRE, MORE OR LESS.
4. ALL RECORDING REFERENCES HEREON REFER TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
5. LANDS SHOWN HEREON HAVE NOT BEEN ABSTRACTED FOR EASEMENTS, RIGHTS-OF-WAY OR ANY OTHER MATTERS OF RECORD BY THIS FIRM.
6. THE SUBJECT PARCEL LIES IN SECTION 9 TOWNSHIP 54, SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA.
7. THIS IS NOT A SURVEY OF ANY PARCEL OF LAND.

LEGEND:

- ⊙ - CENTER LINE
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK AND PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PT - POINT OF TANGENCY
- PC - POINT OF CURVATURE
- PRC - POINT OF REVERSE CURVE
- POT - POINT OF TERMINATION

THIS "SKETCH & LEGAL DESCRIPTION" IS 2 SHEETS AND IS NOT FULL AND COMPLETE UNLESS ACCOMPANIED BY ALL SHEETS.

LEITER PEREZ & ASSOCIATES, INC.
 LAND DEVELOPMENT CONSULTANTS
 CIVIL ENGINEERS - LAND SURVEYORS
 LAND PLANNERS - ENVIRONMENTAL
 520 N.W. 165TH ST. RD., SUITE 208, MIAMI, FLORIDA 33189
 MIAMI-DADE (305) 652-5133 BROWARD (854) 524-2202 FAX: (305) 652-0411
 E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

Prepared by and return to:

Erin N. Auble, Esq.
Katz Barron
901 Ponce de Leon Blvd, 10th Floor
Coral Gables, FL 33134

RIPARIAN EASEMENT AND GRANT OF RIPARIAN AND LITTORAL RIGHTS

THIS RIPARIAN EASEMENT AND GRANT OF RIPARIAN AND LITTORAL RIGHTS is given as of June 14, 2022, by FI PARCELS, LLC, a Florida limited liability company (“Grantor”), whose address is One Fisher Island Drive, Fisher Island, Florida 33109, to FISHER ISLAND CLUB, INC., a Florida not-for-profit corporation (“Grantee”), whose address is One Fisher Island Drive, Fisher Island, Florida 33109, Attn: President.

WITNESSETH:

WHEREAS, Grantor is the fee simple owner of that certain real property located in Miami-Dade County, Florida, as legally described on the attached Exhibit “A” (“Property”) and, as the owner of the Property, possesses certain riparian and littoral rights to certain real property lying adjacent to the Property and legally described on the attached Exhibit “B” (the “Residents’ Marina”), title to which Residents’ Marina is vested in Grantee; and

WHEREAS, Grantor wishes to grant upon Grantee, and Grantee wishes to obtain from Grantor, all of Grantor’s riparian rights and certain easement rights over and across the Property for the construction, use, maintenance and access to the Residents’ Marina.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, declare and convey unto Grantee a perpetual, non-exclusive easement for ingress and egress over and across the Property for the construction, use, maintenance and access to the Residents’ Marina and all of Grantor’s riparian and littoral rights, as provided below:

1. Riparian and Littoral Rights. Grantor hereby grants and conveys unto Grantee all of Grantor’s riparian and littoral rights associated with the Property for Grantee’s exclusive exercise, use and enjoyment.
2. Purpose of Easement. The easement will be and exist for the purpose of providing access to the Property in favor of the Grantee for the construction, use, maintenance of, and access to, the Residents’ Marina, together with the right of ingress and egress over and across the Property.

3. **Covenants Running with the Land.** The foregoing covenants, restrictions, easements, burdens and limitations shall run with the land and be binding upon the Grantor, its successors and assigns, and shall remain in full force and effect forever.
4. **Partial Invalidity.** If any term, covenant or condition of this Instrument or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Instrument or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition shall be valid and enforceable to the fullest extent permitted by law.
5. **Entire Agreement; Modification.** This Instrument contains the entire agreement between the parties as to the subject matter hereof. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, between the parties other than as herein set forth. No amendment or modification of this Instrument shall be valid unless the same is in writing, signed by the parties hereto and recorded in the Public Records of Miami Dade County, Florida. No waiver of any of the provisions of this Instrument or any other agreement referred to herein shall be valid unless in writing and signed by the party against whom enforcement is sought.
6. **Law Governing.** This Instrument shall be governed by the laws of the State of Florida. The venue of any action brought to enforce or construe this Instrument shall be Miami Dade County, Florida.
7. **Counterparts.** This Instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. **THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS INSTRUMENT, OR THE RELATIONSHIP OF THE PARTIES CREATED HEREBY.**

IN WITNESS WHEREOF, Grantor has executed this instrument on the day and year first above written.

Signed, sealed and delivered in the presence of:

Grantor:

FI PARCELS, LLC, a Florida limited liability company

By: Fisher Island Club, Inc., a Florida not-for-profit corporation

By: Shane Krige
Shane Krige, President

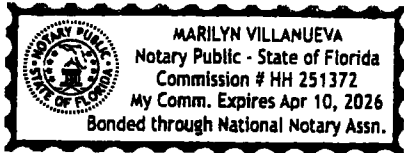
Dee Dee Quasa
Print Name: DEE DEE QUASA

Charlotte Ates
Print Name: CHARLOTTE ATES

STATE OF FLORIDA
COUNTY OF MIAM-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this June 13, 2022 by Shane Krige as President of Fisher Island Club, Inc., a Florida not-for-profit corporation, as manager of FI PARCELS, LLC, a Florida limited liability company, on behalf of the corporation and company, who is personally known to me or who has produced Driver License as identification.

[Notary Seal]



Marilyn V.
Notary Public
Marilyn Villanueva
Name typed, printed or stamped

My Commission Expires: April 10, 2026

ACCEPTANCE OF FISHER ISLAND CLUB, INC.


The undersigned, for and on behalf of Fisher Island Club, Inc., a Florida not-for-profit corporation (the "Club"), accepts the foregoing Riparian Easement and Grant of Riparian and Littoral Rights and agree to undertake all obligations and assume all rights of the Club pursuant thereto .

IN WITNESS WHEREOF, Fisher Island Club, Inc., as Grantee, has executed this instrument as of June 14, 2022.

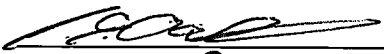
Signed, sealed and delivered
in the presence of:

Grantee:

Fisher Island Club, Inc.,
a Florida not-for-profit corporation


Print Name: DEIDRE QUASON

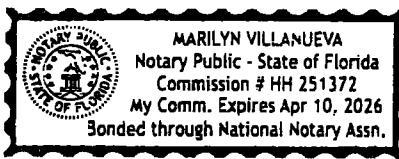
By: 
Shane Krige, President


Print Name: CHARLOTTE OATES

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this June 13, 2022 by Shane Krige as President of Fisher Island Club, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced Driver License as identification.

[Notary Seal]




Notary Public

Marilyn Villanueva
Name typed, printed or stamped

My Commission Expires: April 10, 2026

EXHIBIT "A"
Property

PARCEL 19

A PORTION OF TRACT "A-5" OF "LINDISFARNE ON FISHER ISLAND SECTION 5", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137 AT PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND A PORTION OF TRACT "A", LINDISFARNE ON FISHER ISLAND SECTION 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128, PAGE 59 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "B" OF SAID PLAT OF "LINDISFARNE ON FISHER ISLAND SECTION 1"; THENCE S01°56'00"E ALONG THE WEST LINE OF SAID TRACT "B", BEING THE SAME AS THE EASTERLY LINE OF SAID TRACT "A-5", FOR 612.12 FEET (THE NEXT 12 COURSES BEING ALONG THE EASTERLY LIMITS OF "HARBOR VIEW AT FISHER ISLAND, A CONDOMINIUM" RECORDED IN OFFICIAL RECORDS BOOK 14340, PAGE 2737 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE S88°04'00"W FOR 53.00 FEET; THENCE N01°56'00"W FOR 142.00 FEET; THENCE N88°04'00"E FOR 32.00 FEET; THENCE N01°56'00"W FOR 168.00 FEET; THENCE S88°04'00"W FOR 17.00 FEET; THENCE N01°56'00"W FOR 57.00 FEET; THENCE N88°04'00"E FOR 17.00 FEET; THENCE N01°56'00"W FOR 93.00 FEET; THENCE S88°04'00"W FOR 10.00 FEET; THENCE N01°56'00"W FOR 35.00 FEET; THENCE N88°04'00"E FOR 10.00 FEET; THENCE N01°56'00"W FOR 126.21 FEET; THENCE N68°31'48"W, FOR 86.08 FEET; THENCE N01°56'00"W FOR 100.72 FEET, (THE LAST TWO DESCRIBED COURSES BEING ALONG A PORTION OF THE EASTERLY BOUNDARY OF SAID TRACT "A-5"); THENCE N88°04'00"E, ALONG THE SOUTH LINE OF MARINA VILLAGE CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 13512, PAGE 915 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR 23.00 FEET; THENCE S01°56'00"E, ALONG THE WEST LINE OF MARINA VILLAGE AT FISHER ISLAND CONDOMINIUM NO. THREE AS RECORDED IN OFFICIAL RECORDS BOOK 14575, PAGE 379 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 98.00 FEET (MEASURED), (100.00 FEET DEED); THENCE N88°04'00"E, ALONG THE SOUTH LINE OF SAID MARINA VILLAGE AT FISHER ISLAND CONDOMINIUM NO. THREE, FOR 177.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE S01°56'00"E, ALONG THE WEST LINE OF THE PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 16033 PAGE 4427, FOR 26.00 FEET; THENCE N88°04'00"E, ALONG THE SOUTH LINE OF LANDS AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 16033 PAGE 4427, AND THE SOUTH LINE OF MARINA VILLAGE GARDENS NO. TWO CONDOMINIUM AS RECORDED IN OFFICIAL

RECORDS BOOK 13875, PAGE 1031 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 400.00 FEET; THENCE S01°56'00"E, ALONG THE EAST LINE OF TRACT "A" OF SAID PLAT OF LINDISFARNE ON FISHER ISLAND SECTION 1, FOR 20.00 FEET; THENCE S88° 04'00"W, ALONG THE SOUTH LINE OF SAID TRACT "A", BEING ALSO THE NORTH LINE OF SAID TRACT "B", FOR 500.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
Residents' Marina

TRACT "B" OF LINDISFARNE ON FISHER ISLAND SECTION 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128 AT PAGE 59 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY:

Erica L. English, Esq.
Katz Barron
901 Ponce de Leon Blvd., 10 Floor
Coral Gables, FL 33134

Tax Parcel ID: 30-4210-000-0065

Note to Tax Examiner: This is a conveyance of unencumbered real property a wholly-owned subsidiary to its sole member, with no resulting change in beneficial ownership of the property conveyed, and not in exchange for any ownership interests in the grantee. Pursuant to Sections 201.02 and 201.0201, Fla. Stat. and Crescent Miami Center, LLC v. Department of Revenue, 903 So. 2d 913 (Fla. 2005), this instrument is not subject to documentary stamp taxes.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of June 14, 2022, by **FI PARCELS, LLC**, a Florida limited liability company, whose address is One Fisher Island Drive, Fisher Island, Florida 33109, Attn: Shane Krige, President ("Grantor"), to **FISHER ISLAND CLUB, INC.**, a Florida not-for-profit corporation, whose address is One Fisher Island Drive, Fisher Island, Florida 33109, Attn: Shane Krige, President ("Grantee"). (The terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of limited liability companies and corporations.)

That Grantor, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all that certain real property situate in Miami-Dade County, Florida, more particularly described in the attached Exhibit A (collectively, the "Property").

This Deed is executed by Grantor and accepted by Grantee subject to the following:

1. Taxes and assessments for 2022 and subsequent years; and
2. Existing title matters set forth on Exhibit B.

TOGETHER WITH, all rights of way, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the Property in fee simple forever.

Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, subject only to the exceptions set forth above (as more fully described in Exhibit B), that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by and through Grantor, but none other.

[Remainder of page is intentionally blank; signatures appear on next page]

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

Signed, sealed and delivered in the presence of:

Sign: [Signature]
Print Name: DEBBIE QUASED

GRANTOR:

FI PARCELS, LLC, a Florida limited liability company

By: FISHER ISLAND CLUB, INC., a Florida not-for profit corporation, its manager

Sign: [Signature]
Print Name: CHARLOTTE OATES

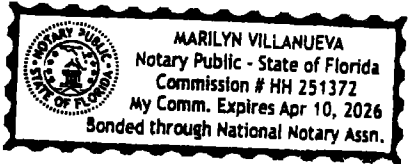
By: [Signature]
Shane Krige, President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

This instrument was acknowledged before me by means of physical presence or online notarization, on June 13, 2022, by Shane Krige, as President of **FISHER ISLAND CLUB, INC.**, a Florida not-for profit corporation, as manager of **FI PARCELS, LLC**, a Florida limited liability company, on behalf of the corporation and the limited liability company. He is personally known to me or produced Driver License as identification.

Marilyn V.
Notary Public
Print Name: Marilyn Villanueva
My commission number: HH 251372
My commission expires: April 10, 2026

[SEAL]



**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

The following real property located in Miami-Dade County:

PORTION OF PARCEL 19

A PORTION OF TRACT "A-5" OF "LINDISFARNE ON FISHER ISLAND SECTION 5", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137 AT PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND A PORTION OF TRACT "A", LINDISFARNE ON FISHER ISLAND SECTION 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128, PAGE 59 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT POINT "A", AS PREVIOUSLY DESCRIBED; THENCE N01°56'00"W, ALONG THE EAST LINE OF SAID MARINA VILLAGE AT FISHER ISLAND CONDOMINIUM NO. THREE, FOR 64.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N01°56'00"W, ALONG THE LAST DESCRIBED COURSE FOR 34.00 FEET; THENCE N88°04'00"E, ALONG THE SOUTH LINE OF SAID MARINA VILLAGE CONDOMINIUM FOR 32.50 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE S01°56'00"E FOR 10.53 FEET; THENCE S43°05'54"W FOR 33.21 FEET; THENCE S88°04'00"W FOR 9.00 FEET TO THE POINT OF BEGINNING. THE LAST THREE DESCRIBED COURSES BEING COINCIDENT WITH THE WESTERLY BOUNDARY OF LANDS AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 16033, PAGE 4427.

TOGETHER WITH:

COMMENCE AT POINT "B", AS PREVIOUSLY DESCRIBED, THENCE N88°04'00"E, ALONG THE SOUTH LINE OF SAID MARINA VILLAGE CONDOMINIUM, FOR 138.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N88°04'00"E, ALONG THE LAST DESCRIBED COURSE FOR 29.50 FEET; THENCE S01°56'00"E, ALONG THE WEST LINE OF SAID MARINA VILLAGE GARDENS NO. TWO CONDOMINIUM, FOR 33.50 FEET; THENCE S88°04'00"W FOR 6.23 FEET; THENCE N46°57'54"W FOR 32.90 FEET; THENCE N01°56'00"W FOR 10.25 FEET TO THE POINT OF BEGINNING. THE LAST THREE DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF LANDS AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 16033, PAGE 4427.

EXHIBIT B**PERMITTED EXCEPTIONS**

1. Reservations contained in Deed No. 16,936 from the Trustees of the Internal Improvement Fund of the State of Florida, recorded August 13, 1920 in Deed Book 230, Page 5, of the Public Records of Miami-Dade County, Florida. Note: The right of entry has been released pursuant to S270.11, F.S.
2. Terms, provisions, restrictive covenants, conditions, reservations, rights, and duties as contained in that Second Substituted Declaration of Restrictive Covenants Governing Development of Fisher Island, including any amendments or modifications thereto, recorded April 7, 1989 in Official Records Book 14063, Page 977, of the Public Records of Miami-Dade County, Florida.
3. Agreement for the Construction of Sanitary Sewage Facilities and for the Disposal of Sanitary Sewage for Lindisfarne on Fisher Island recorded March 9, 1982 in Official Records Book 11373, Page 1146, of the Public Records of Miami-Dade County, Florida.
4. Agreement for the Construction of Water Facilities and for the Provision of Water Service for Lindisfarne on Fisher Island recorded March 9, 1982 in Official Records Book 11373, Page 1173, of the Public Records of Miami-Dade County, Florida.
5. Easement(s) granted to Metropolitan Dade County by instrument recorded November 12, 1985 in Official Records Book 12697, Page 564; as modified by Partial Release of Grant of Easement, recorded February 13, 2002 in Official Records Book 20201, Page 4948; and by Partial Release of Grant of Easement, recorded April 7, 2005 in Official Records Book 23245, Page 2277, of the Public Records of Miami-Dade County, Florida.
6. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of LINDISFARNE ON FISHER ISLAND - SECTION 1, recorded February 25, 1986 in Plat Book 128, Page 59, of the Public Records of Miami-Dade County, Florida.
7. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of LINDISFARNE ON FISHER ISLAND SECTION 5, as recorded in Plat Book 137, Page 4, of the Public Records of Miami-Dade County, Florida (Parcel 19).
8. Terms, provisions, restrictive covenants, conditions, reservations, rights, duties and easements contained in Master Covenants for Fisher Island, which contains provisions for a private charge or assessments, including any amendments or modifications thereto, recorded September 5, 1986, in Book 13008, Page 2052; and amended and supplemented by instruments recorded in Book 13719, Page 1627; Book 14179, Page 1402; Book 14972, Page 308; Book 15084, Page 409; Book 16033, Page 4572; Book 16853, Page 550; Book 18606, Page 2811; Book 18629, Page 14; Book 19117, Page 832; Book 20249, Page 3509; Book 20444, Page 3365; Book 21791, Page 3677; Book 25714, Page 384; Book 26838, Page 4363; Book 31453, Page 368, including

that certain Supplemental Declaration recorded in Official Records Book 32237, Page 281, of the Public Records of Miami-Dade County, Florida.

9. Easement granted to Florida Power & Light Company by instrument recorded June 8, 1987 in Official Records Book 13303, Page 2998, of the Public Records of Miami-Dade County, Florida.
10. Covenant Running With the Land in Lieu of Unity of Title recorded September 19, 1989, in Book 14258, Page 1363, of the Public Records of Miami-Dade County, Florida.
11. Easement granted to Florida Power & Light Company recorded March 30, 1990, in Book 14490, Page 2114, of the Public Records of Miami-Dade County, Florida.
12. Easement granted to Metropolitan Dade County by instrument recorded April 19, 1990 in Official Records Book 14514, Page 3757, of the Public Records of Miami-Dade County, Florida.
13. Easement granted to Metropolitan Dade County recorded November 9, 1990, in Book 14778, Page 1573, of the Public Records of Miami-Dade County, Florida.
14. Encroachment Agreement, recorded August 27, 1993 in Official Records Book 16035, Page 3508, of the Public Records of Miami-Dade County, Florida.
15. Seawall Easement Agreement, recorded August 27, 1993 in Official Records Book 16035, Page 3558, of the Public Records of Miami-Dade County, Florida.
16. Terms and conditions of Riparian Easement and Grant of Riparian and Littoral Rights by and between FI Parcels, LLC and Fisher Island Club, Inc. dated and recorded contemporaneously herewith in the Public Records of Miami-Dade County, Florida.

THIS INSTRUMENT PREPARED BY:

Erica L. English, Esq.
Katz Barron
901 Ponce de Leon Blvd., 10 Floor
Coral Gables, FL 33134

AFTER RECORDING RETURN TO:

Joseph S. Giannell, Esq.
PeytonBolin, PL
3343 West Commercial Blvd., Suite 100
Fort Lauderdale, FL 33309

Tax Parcel IDs:
30-4210-009-0010
30-4209-002-0011
30-4210-000-0065
30-4209-000-0065
02-4204-000-0041
02-4204-000-0040

Note to Tax Examiner: This conveyance is a transfer of unencumbered real property for no consideration. Accordingly, pursuant to Section 12B-4.014(2)(a) Fla. Admin. Code, no documentary stamp taxes are due.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (this "Deed") is made as of June 14, 2022, by **FI PARCELS, LLC**, a Florida limited liability company, whose address is One Fisher Island Drive, Fisher Island, Florida 33109, Attn: Shane Krige, President ("Grantor"), to **FISHER ISLAND COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is One Fisher Island Drive, Fisher Island, Florida 33109, Attn: Robert Sosa, President ("Grantee"). (The terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of limited liability companies and corporations.)

That Grantor, for the general welfare of the Fisher Island community, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee all that certain real property situate in Miami-Dade County, Florida, more particularly described in the attached Exhibit A (collectively, the "Property").

This Deed is executed by Grantor and accepted by Grantee subject to the following:

1. Taxes and assessments for 2022 and subsequent years;
2. Existing title matters set forth on Exhibit B; and

3. Covenants and restrictions set forth on Exhibit C.

TOGETHER WITH, all rights of way, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the Property in fee simple forever.

Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple, subject only to the exceptions and conditions set forth above (as more fully described in Exhibits B and C), that Grantor has good right and lawful authority to sell and convey the Property, and that Grantor fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by and through Grantor, but none other.

[Remainder of page is intentionally blank; signatures appear on next page]

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

Signed, sealed and delivered in the presence of:

Sign: [Signature]
Print Name: DEBORAH QUASCO

GRANTOR:
FI PARCELS, LLC, a Florida limited liability company

By: FISHER ISLAND CLUB, INC., a Florida not-for profit corporation, its manager

Sign: [Signature]
Print Name: CHARLOTTE OTES

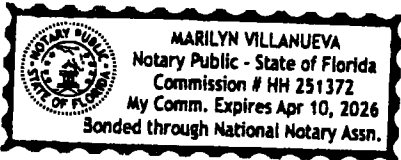
By: [Signature]
Shane Krige, President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

This instrument was acknowledged before me by means of physical presence or online notarization, on June 13, 2022, by Shane Krige, as President of **FISHER ISLAND CLUB, INC.**, a Florida not-for profit corporation, as manager of **FI PARCELS, LLC**, a Florida limited liability company, on behalf of the corporation and the limited liability company. He is personally known to me or produced Driver License as identification.

[Signature]
Notary Public
Print Name: Marilyn Villanueva
My commission number: HH 251372
My commission expires: April 10, 2026

[SEAL]



**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

The following real property located in Miami-Dade County:

PARCEL 6

A PORTION OF TRACT "A-7", "LINDISFARNE ON FISHER ISLAND SECTION 7", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGE 97 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT "A-7"; THENCE N88°04'00"E FOR 55.97 FEET; THENCE N24°47'00"E FOR 159.63 FEET; THENCE N88°04'00"E FOR 193.23 FEET; THENCE S01°56'00"E FOR 142.59 FEET; THENCE N88°04'00"E FOR 219.31 FEET, (THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE SOUTHERLY BOUNDARY OF SAID TRACT "A-7"); THENCE N01°56'00"W FOR 84.12 FEET, THE LAST DESCRIBED COURSE BEING COINCIDENT WITH THE WESTERLY BOUNDARY LINE OF TRACT "C-9", "LINDISFARNE ON FISHER ISLAND SECTION 9", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 149, PAGE 86 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N65°13'00"W FOR 169.78 FEET; THENCE N24°47'00"E FOR 400.00 FEET; THENCE S88°12'40"W FOR 469.22 FEET; THENCE S64°53'29"E FOR 144.67 FEET; THENCE S24°47'00"W FOR 507.32 FEET TO THE POINT OF BEGINNING. THE LAST FIVE COURSES BEING COINCIDENT WITH THE EASTERLY, NORTHERLY, AND WESTERLY BOUNDARY OF SAID TRACT "A-7".

PORTION OF PARCEL 8 (REFERRED TO AS EAST PARCEL 8)

A PORTION OF TRACT "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128 AT PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTH, NORTHEAST CORNER OF SAID TRACT "A"; THENCE S.01°56'00"E. AT RIGHT ANGLES TO THE NEXT DESCRIBED COURSE FOR 520.00 FEET; THENCE N.88°04'00"E. FOR 300.00 FEET; THENCE S.01°56'00"E. AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES FOR 100.00 FEET, (THE LAST 3 DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF SAID TRACT "A"); THENCE S.88°04'00"W. FOR 345.86 FEET; THENCE N.01°56'00"W. AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES FOR 8.00 FEET; THENCE S.88°04'00"W. FOR 104.14 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 242.00 FEET AND A CENTRAL ANGLE OF 16°56'38" FOR AN ARC

DISTANCE OF 71.57 FEET; THENCE N.13°10'55"W. FOR 31.10 FEET; THENCE N.22°57'28"W. FOR 204.61 FEET; THENCE N.01°56'00"W. FOR 70.00 FEET; THENCE N.88°04'00"E. AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES FOR 221.99 FEET; THENCE N.01°56'00"W. FOR 267.60 FEET, THENCE N.43°38'49"W. FOR 56.80 FEET; (THE LAST 4 DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF PORTIONS OF TRACT "A-8", AND TRACT "B-8" OF THE PLAT "LINDISFARNE ON FISHER ISLAND SECTION 8", PLAT BOOK 143 PAGE 9 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE N.88°04'00"E. ALONG THE NORTH BOUNDARY LINE OF SAID TRACT "A" FOR 115.81 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND SUBJECT TO A ROADWAY EASEMENT AS SHOWN ON THE SAID PLAT OF "LINDISFARNE ON FISHER ISLAND SECTION 1", PLAT BOOK 128 PAGE 59 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS

A PORTION OF TRACT "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128 AT PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY NORTHWEST CORNER OF TRACT "A" OF SAID PLAT "LINDISFARNE ON FISHER ISLAND SECTION 1"; THENCE N88°04'00"E ALONG THE NORTH LINE OF SAID TRACT "A" FOR 65.18 FEET; THENCE S01°56'00"E FOR 108.88 FEET; THENCE S80°32'47"W FOR 25.40 FEET; THENCE S01°56'00"E FOR 61.86 FEET; THENCE N22°57'28"W FOR 111.49 FEET TO THE WESTERLY BOUNDARY OF THE AFOREMENTIONED TRACT "A", SAID LINE BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF TRACT "A" OF "BISCAYNE APARTMENTS", PLAT BOOK 163, PAGE 49 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N01°56'00"W ALONG SAID LINE FOR 70.00 FEET TO THE POINT OF BEGINNING.

LESS

A PORTION OF TRACT "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128 AT PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY NORTHWEST CORNER OF TRACT "A" OF SAID PLAT "LINDISFARNE ON FISHER ISLAND SECTION 1"; THENCE S01°56'00"W ALONG THE EASTERLY BOUNDARY OF TRACT "A", "BISCAYNE APARTMENTS", PLAT BOOK 163, PAGE 49 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR 70.00 FEET; THENCE S22°57'28"E FOR 141.23 FEET TO THE POINT OF

BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE CONTINUE S22°57'28"E FOR 46.86 FEET; THENCE N01°54'50"W FOR 43.73 FEET; THENCE S88°05'10"W FOR 16.83 FEET TO THE POINT OF BEGINNING.

PORTION OF PARCEL 9

A PORTION OF TRACT "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128 AT PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY NORTHWEST CORNER OF TRACT "A" OF SAID PLAT "LINDISFARNE ON FISHER ISLAND SECTION 1"; THENCE S01°56'00"W ALONG THE EASTERLY BOUNDARY OF TRACT "A", "BISCAYNE APARTMENTS", PLAT BOOK 163, PAGE 49 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR 70.00 FEET; THENCE S22°57'28"E FOR 111.49 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE CONTINUE S22°57'28"E FOR 29.74 FEET; THENCE S88°05'10"W FOR 10.67 FEET; THENCE N01°56'00"W FOR 27.75 FEET TO THE POINT OF BEGINNING.

PARCEL 14

A PORTION OF TRACT "F", "LINDISFARNE ON FISHER ISLAND SECTION 2", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 133 AT PAGE 22 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHWEST CORNER OF SAID TRACT "F", SAID CORNER ALSO DESCRIBED ON THE PLAT OF "LINDISFARNE ON FISHER ISLAND SECTION 2", AS THE NORTHEAST CORNER OF TRACT "D", "LINDISFARNE ON FISHER ISLAND SECTION 1", PLAT BOOK 128, PAGE 59 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S72°30'00"E ALONG THE NORTHERLY BOUNDARY OF SAID TRACT "F" FOR 213.02 FEET; THENCE S17°30'00"W AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR 27.50 FEET TO A POINT ON A CURVE, SAID POINT BEARS N52°52'39"E FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CURVE; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 367.94 FEET AND A CENTRAL ANGLE OF 68°40'55" FOR AN ARC DISTANCE OF 441.05 FEET; THENCE S11°56'02"W FOR 122.10 FEET; THENCE S89°07'22"W FOR 129.08 FEET; THENCE N31°33'30"E FOR 184.25 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET AND A CENTRAL ANGLE OF 104°03'30" FOR AN ARC DISTANCE OF 544.85 FEET, (THE LAST 2 DESCRIBED COURSES BEING COINCIDENT WITH THE WESTERLY BOUNDARY OF SAID TRACT "F"); THENCE N17°30'00"E FOR 27.50 FEET TO THE POINT OF BEGINNING.

PARCEL 17

A PORTION OF "D" STREET AS SHOWN ON "COMMERCIAL SUBDIVISION OF HARBOR TERMINAL", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT

BOOK 23, PAGE 67 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID "D" STREET BEING VACATED BY CITY OF MIAMI BEACH RESOLUTION NO. 89-19628, TOGETHER WITH A PORTION OF TRACT "C", LINDISFARNE ON FISHER ISLAND SECTION 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128, PAGE 59 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE ENTIRE PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID PLAT OF COMMERCIAL SUBDIVISION OF HARBOR TERMINAL; THENCE N88°04'00"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID "D" STREET FOR 500.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE N01°56'00"W FOR 70.00 FEET; THENCE N88°04'00"E, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID "D" STREET FOR 65.00 FEET; THENCE S01°56'00"E FOR 70.00 FEET; THENCE S88°04'00"W, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID "D" STREET FOR 27.50 FEET; THENCE S01°56'00"E FOR 115.45 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 322.50 FEET, AND A CENTRAL ANGLE OF 70°34'00" FOR 397.20 FEET TO A POINT OF TANGENCY; THENCE S72°30'00"E FOR 12.19 FEET, (THE LAST THREE COURSES BEING ALONG THE EASTERLY AND NORTHEASTERLY BOUNDARY OF SAID TRACT "C"); THENCE S39°10'00"W, ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID TRACT "C", FOR 370.94 FEET; THENCE N50°50'00"W, ALONG THE NORTHEASTERLY BOUNDARY LINE OF A SEAPLANE EASEMENT, AS SHOWN WITHIN SAID TRACT "C" ON SAID PLAT, FOR 25.00 FEET; THENCE N39°10'00"E, ALONG THE SOUTHEASTERLY BOUNDARY LINE OF BAYSIDE VILLAGE EAST CONDOMINIUM, AS RECORDED IN OFFICIAL RECORD BOOK 13718, PAGE 1001 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 332.40 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, WITH THE CENTER POINT BEARING N21°38'30"E FROM THIS LAST DESCRIBED POINT; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 66°25'30" FOR 405.77 FEET TO A POINT OF TANGENCY; THENCE N01°56'00"W FOR 115.45 FEET, (THE LAST TWO DESCRIBED COURSES BEING ALONG THE NORTHEASTERLY BOUNDARY OF SAID BAYSIDE VILLAGE EAST CONDOMINIUM); THENCE S88°04'00"W, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID "D" STREET, FOR 10.00 FEET TO THE POINT OF BEGINNING.

PARCEL 18

A PORTION OF TRACT "C", LINDISFARNE ON FISHER ISLAND SECTION 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128, PAGE 59 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF COMMERCIAL SUBDIVISION OF HARBOR TERMINAL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 67 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N88°04'00"E ALONG THE SOUTH RIGHT-OF-WAY LINE OF "D" STREET AS

SHOWN ON SAID PLAT, BEING ALSO THE NORTH BOUNDARY LINE OF SAID TRACT "C" FOR 378.63 FEET; THENCE S23°25'14"W FOR 248.40 FEET; THENCE S23°34'46"E FOR 105.00 FEET; THENCE S39°10'00"W FOR 227.57 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND, (THE LAST FOUR DESCRIBED COURSES BEING COINCIDENT WITH THE NORTHERLY AND SOUTHEASTERLY BOUNDARY LINES OF BAYSIDE VILLAGE CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 13008, PAGE 2084 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE S71°51'30"E ALONG THE SOUTHWESTERLY BOUNDARY LINE OF BAYSIDE VILLAGE EAST CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 13718, PAGE 1001 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR 116.03 FEET; THENCE N39°10'00"E FOR 36.41 FEET; THENCE S50°50'00"E FOR 300.00 FEET; THENCE S39°10'00"W ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID TRACT "C" FOR 118.00 FEET ; THENCE N50°50'00"W FOR 208.50 FEET; THENCE N39°10'00"E FOR 8.00 FEET, (THE LAST FIVE DESCRIBED COURSES BEING COINCIDENT WITH THE SEAPLANE EASEMENT BOUNDARY WITHIN TRACT "C" AS SHOWN ON SAID PLAT); THENCE N50°50'00"W ALONG THE SOUTHWESTERLY BOUNDARY LINE OF SAID SEAPLANE EASEMENT AND THE NORTHWEST EXTENSION THEREOF FOR 199.78 FEET, (THE LAST THREE DESCRIBED COURSES BEING ALSO COINCIDENT WITH THE SOUTHWESTERLY BOUNDARY OF SAID TRACT "C"); THENCE N39°10'00"E, ALONG THE SOUTHEASTERLY BOUNDARY OF SAID BAYSIDE VILLAGE CONDOMINIUM, FOR 31.97 FEET TO THE POINT OF BEGINNING.

PARCEL 19

A PORTION OF TRACT "A-5" OF "LINDISFARNE ON FISHER ISLAND SECTION 5", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 137 AT PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND A PORTION OF TRACT "A", LINDISFARNE ON FISHER ISLAND SECTION 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128, PAGE 59 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "B" OF SAID PLAT OF "LINDISFARNE ON FISHER ISLAND SECTION 1"; THENCE S01°56'00"E ALONG THE WEST LINE OF SAID TRACT "B", BEING THE SAME AS THE EASTERLY LINE OF SAID TRACT "A-5", FOR 612.12 FEET (THE NEXT 12 COURSES BEING ALONG THE EASTERLY LIMITS OF "HARBOR VIEW AT FISHER ISLAND, A CONDOMINIUM" RECORDED IN OFFICIAL RECORDS BOOK 14340, PAGE 2737 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE S88°04'00"W FOR 53.00 FEET; THENCE N01°56'00"W FOR 142.00 FEET; THENCE N88°04'00"E FOR 32.00 FEET; THENCE N01°56'00"W FOR 168.00 FEET; THENCE S88°04'00"W FOR 17.00 FEET; THENCE N01°56'00"W FOR 57.00 FEET; THENCE N88°04'00"E FOR 17.00 FEET; THENCE N01°56'00"W FOR 93.00 FEET; THENCE S88°04'00"W FOR 10.00 FEET;

THENCE N01°56'00"W FOR 35.00 FEET; THENCE N88°04'00"E FOR 10.00 FEET; THENCE N01°56'00"W FOR 126.21 FEET; THENCE N68°31'48"W, FOR 86.08 FEET; THENCE N01°56'00"W FOR 100.72 FEET, (THE LAST TWO DESCRIBED COURSES BEING ALONG A PORTION OF THE EASTERLY BOUNDARY OF SAID TRACT "A-5"); THENCE N88°04'00"E, ALONG THE SOUTH LINE OF MARINA VILLAGE CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 13512, PAGE 915 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR 23.00 FEET; THENCE S01°56'00"E, ALONG THE WEST LINE OF MARINA VILLAGE AT FISHER ISLAND CONDOMINIUM NO. THREE AS RECORDED IN OFFICIAL RECORDS BOOK 14575, PAGE 379 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 98.00 FEET (MEASURED), (100.00 FEET DEED); THENCE N88°04'00"E, ALONG THE SOUTH LINE OF SAID MARINA VILLAGE AT FISHER ISLAND CONDOMINIUM NO. THREE, FOR 177.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE S01°56'00"E, ALONG THE WEST LINE OF THE PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 16033 PAGE 4427, FOR 26.00 FEET; THENCE N88°04'00"E, ALONG THE SOUTH LINE OF LANDS AS DESCRIBED IN SAID OFFICIAL RECORDS BOOK 16033 PAGE 4427, AND THE SOUTH LINE OF MARINA VILLAGE GARDENS NO. TWO CONDOMINIUM AS RECORDED IN OFFICIAL RECORDS BOOK 13875, PAGE 1031 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, FOR 400.00 FEET; THENCE S01°56'00"E, ALONG THE EAST LINE OF TRACT "A" OF SAID PLAT OF LINDISFARNE ON FISHER ISLAND SECTION 1, FOR 20.00 FEET; THENCE S88° 04'00"W, ALONG THE SOUTH LINE OF SAID TRACT "A", BEING ALSO THE NORTH LINE OF SAID TRACT "B", FOR 500.00 FEET TO THE POINT OF BEGINNING.

PARCEL 22

A PARCEL OF LAND BEING A PART OF TERMINAL ISLAND, LOCATED IN SECTION 4, TOWNSHIP 54 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA.

COMMENCE AT A POINT WHICH IS 1580.00 FEET NORTH OF AND 2015.00 FEET WEST OF THE S.E. CORNER OF SECTION 4, PARTICULARLY DEFINED AS BEING AT THE INTERSECTION OF THE CENTER LINE OF THE ROADWAY OF THE ORIGINAL COUNTY CAUSEWAY VIADUCT AND THE FACE OF THE WEST BRIDGE ABUTMENT; THENCE RUN S.67°05'00"W., A DISTANCE OF 58.70 FEET; THENCE RUN S.31°43'00"E., A DISTANCE OF 64.75 FEET; THE NEXT FOUR COURSES ARE ALONG THE SOUTHERLY BOUNDARY OF THE COUNTY CAUSEWAY; THENCE RUN S.67°05'00"W., A DISTANCE OF 158.21 FEET TO A POINT OF CURVATURE (P.C.) OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 243.86 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°15'30", A DISTANCE OF 26.64 FEET TO A POINT OF COMPOUND CURVATURE (P.C.C.) OF A CIRCULAR CURVE HAVING A RADIUS OF 1566.95 FEET; THENCE CONTINUE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°32'58", A DISTANCE OF 753.435 FEET

TO THE POINT OF BEGINNING (P.O.B.) OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE ON THE LAST MENTIONED COURSE THROUGH A CENTRAL ANGLE $3^{\circ}22'35.84''$, A DISTANCE OF 92.345 FEET; THENCE RUN $S.25^{\circ}29'00''W.$, A DISTANCE OF 66.93 FEET TO THE NORTHERLY SHORE OF THE MIAMI SHIP CHANNEL; THENCE RUN $S64^{\circ}31'00''E.$ ALONG THE NORTHERLY SHORE OF THE MIAMI SHIP CHANNEL, A DISTANCE OF 90.00 FEET; THENCE RUN $N.25^{\circ}29'00''E.$, A DISTANCE OF 87.55 FEET TO THE POINT OF BEGINNING.

PARCEL 24

A PARCEL OF LAND BEING A PART OF TERMINAL ISLAND, LOCATED IN SECTION 4, TOWNSHIP 54 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA.

COMMENCE AT A POINT WHICH IS 1580.00 FEET NORTH OF AND 2015.00 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 42 EAST, SAID POINT BEING THE INTERSECTION OF THE CENTER LINE OF THE ROADWAY OF THE ORIGINAL MIAMI CAUSEWAY CONCRETE VIADUCT WITH THE FACE OF THE ADJOINING CONCRETE PARAPET, BEARING OF SAID CENTER LINE BEING SOUTH $67^{\circ}05'$ WEST, A DISTANCE OF 58.70 FEET TO A POINT; THENCE SOUTH $31^{\circ}43'$ EAST, A DISTANCE OF 64.75 FEET TO A POINT, SAID POINT BEING ON THE SOUTH WALL OF THE MIAMI CAUSEWAY; THENCE SOUTH $67^{\circ}05'$ WEST, A DISTANCE OF 158.21 FEET TO A POINT, SAID POINT BEING A POINT OF CURVE OF A CIRCULAR CURVE; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A CIRCULAR CURVE DEFLECTING TO THE RIGHT, SAID CURVE HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF $6^{\circ}15'30''$ AND A RADIUS OF 243.86 FEET, A DISTANCE OF 26.64 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUE ALONG THE ARC OF A CIRCULAR CURVE DEFLECTING TO THE RIGHT, SAID CURVE HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF $34^{\circ}38'$, A RADIUS OF 1566.95 FEET, A DISTANCE 947.17 FEET TO A POINT, SAID POINT BEING ON THE SOUTH WALL OF THE MIAMI CAUSEWAY AND 100.42 FEET NORTH OF THE NORTH BOTTOM EDGE OF THE MUNICIPAL CHANNEL, ALSO BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; FROM SAID POINT OF BEGINNING, RUN SOUTH $25^{\circ}29'$ WEST A DISTANCE OF 50.42 FEET TO A POINT, SAID POINT BEING 50 FEET NORTH OF THE NORTH BOTTOM EDGE OF THE MUNICIPAL CHANNEL; THENCE RUN SOUTH $64^{\circ}31'$ EAST A DISTANCE OF 100.00 FEET TO THE WEST PROPERTY LINE OF FLORIDA POWER & LIGHT COMPANY; THENCE RUN NORTH $25^{\circ}29'$ EAST A DISTANCE OF 66.91 FEET TO THE SOUTH WALL OF THE MIAMI CAUSEWAY; THENCE RUN IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTH WALL OF THE MIAMI CAUSEWAY ALONG THE ARC OF A CIRCULAR CURVE DEFLECTING TO THE RIGHT AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF $3^{\circ}42'24''$, A RADIUS OF 1566.95 FEET, A DISTANCE OF 101.37 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**PERMITTED EXCEPTIONS**

1. Reservations contained in Deed No. 16,936 from the Trustees of the Internal Improvement Fund of the State of Florida, recorded August 13, 1920 in Deed Book 230, Page 5, of the Public Records of Miami-Dade County, Florida. Note: The right of entry has been released pursuant to S270.11, F.S. (Parcels 6, East Parcel 8, Portion of Parcel 9, 14, 17, 18, and 19).
2. Reservations contained in Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded March 13, 1924, in Deed Book 396, Page 443, of the Public Records of Miami-Dade County, Florida. Note: The right of entry and exploration has been released pursuant to Section 270.11, F.S. (Parcels 22 and 24)
3. Easement granted to City of Miami Beach, Florida, recorded July 21, 1925 in Deed Book 681, Page 129, of the Public Records of Miami-Dade County, Florida (Parcel 6).
4. Covenants, conditions, restrictions and easements contained in Agreement recorded October 25, 1932, in Deed Book 1503, Page 164, of the Public Records of Miami-Dade County, Florida (Parcel 22).
5. Roadway Easement from Ferry Slip to Commercial Subdivision of Harbor Terminal Island as set forth in instrument recorded January 13, 1938 in Deed Book 1859, Page 165, of the Public Records of Miami-Dade County, Florida (Parcel 6).
6. Easement granted to City of Miami Beach, Florida, recorded January 13, 1938 in Deed Book 1859, Page 177, of the Public Records of Miami-Dade County, Florida (Parcels 6 and 14).
7. Easement for Water Mains in favor of the City of Miami Beach recorded January 13, 1938, in Deed Book 1859, Page 180, of the Public Records of Miami-Dade County, Florida (Parcel 22).
8. Easement for Water Mains in favor of the City of Miami Beach recorded February 13, 1939, in Deed Book 1945, Page 183, of the Public Records of Miami-Dade County, Florida (Parcel 22).
9. Reservations contained in Deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded July 11, 1949, in Deed Book 3161, Page 397, of the Public Records of Miami-Dade County, Florida. Note: The right of entry and exploration has been released pursuant to Section 270.11, F.S. (Parcel 14)
10. Easements and other rights created by Stipulated Final Judgment recorded July 15, 1976 in Official Records Book 9383, Page 267, of the Public Records of Miami-Dade County, Florida (Parcels 6 and East Parcel 8).

11. Terms, provisions, restrictive covenants, conditions, reservations, rights, and duties as contained in that Second Substituted Declaration of Restrictive Covenants Governing Development of Fisher Island, including any amendments or modifications thereto, recorded April 7, 1989 in Official Records Book 14063, Page 977, of the Public Records of Miami-Dade County, Florida (Parcels 6, East Parcel 8, Portion of Parcel 9, 14, 17, 18, and 19).
12. Agreement for the Construction of Sanitary Sewage Facilities and for the Disposal of Sanitary Sewage for Lindisfarne on Fisher Island recorded March 9, 1982 in Official Records Book 11373, Page 1146, of the Public Records of Miami-Dade County, Florida (Parcels 6, East Parcel 8, Portion of Parcel 9, 14, 17, 18, and 19).
13. Agreement for the Construction of Water Facilities and for the Provision of Water Service for Lindisfarne on Fisher Island recorded March 9, 1982 in Official Records Book 11373, Page 1173, of the Public Records of Miami-Dade County, Florida (Parcels 6, East Parcel 8, Portion of Parcel 9, 14, 17, 18, and 19).
14. Easements granted to Florida Power & Light Company recorded July 28, 1983, in Book 11860, Page 1070, of the Public Records of Miami-Dade County, Florida (Parcels 14 and 17).
15. Covenants, conditions, and restrictions contained in Special Warranty Deed recorded January 20, 1984, in Book 12032, Page 1802, of the Public Records of Miami-Dade County, Florida (Parcel 22).
16. Unity of Title recorded June 14, 1984, in Book 12177, Page 2183, of the Public Records of Miami-Dade County, Florida (Parcels 22 and 24).
17. Covenants, conditions and restrictions contained in Declaration of Restrictions recorded November 15, 1984, in Book 12328, Page 2014, of the Public Records of Miami-Dade County, Florida (Parcels 22 and 24).
18. Easement(s) granted to Metropolitan Dade County by instrument recorded November 12, 1985 in Official Records Book 12697, Page 564; as modified by Partial Release of Grant of Easement, recorded February 13, 2002 in Official Records Book 20201, Page 4948; and by Partial Release of Grant of Easement, recorded April 7, 2005 in Official Records Book 23245, Page 2277, of the Public Records of Miami-Dade County, Florida (Parcels East Parcel 8, 14, 17 and 19).
19. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of LINDISFARNE ON FISHER ISLAND - SECTION 1, recorded February 25, 1986 in Plat Book 128, Page 59, of the Public Records of Miami-Dade County, Florida (East Parcel 8, Portion of Parcel 9, and Parcels 17, 18, and 19).
20. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of LINDISFARNE ON FISHER ISLAND SECTION 2, as recorded in Plat Book 133, Page 22, of the Public Records of Miami-Dade County, Florida (Parcel 14).

21. Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of LINDISFARNE ON FISHER ISLAND SECTION 5, as recorded in Plat Book 137, Page 4, of the Public Records of Miami-Dade County, Florida (Parcel 19).
22. Terms, provisions, restrictive covenants, conditions, reservations, rights, duties and easements contained in Master Covenants for Fisher Island, which contains provisions for a private charge or assessments, including any amendments or modifications thereto, recorded September 5, 1986, in Book 13008, Page 2052; and amended and supplemented by instruments recorded in Book 13719, Page 1627; Book 14179, Page 1402; Book 14972, Page 308; Book 15084, Page 409; Book 16033, Page 4572; Book 16853, Page 550; Book 18606, Page 2811; Book 18629, Page 14; Book 19117, Page 832; Book 20249, Page 3509; Book 20444, Page 3365; Book 21791, Page 3677; Book 25714, Page 384; Book 26838, Page 4363; Book 31453, Page 368, including that certain Supplemental Declaration recorded in Official Records Book 32237, Page 281, of the Public Records of Miami-Dade County, Florida (All Parcels).
23. Easement granted to Florida Power & Light Company by instrument recorded June 8, 1987 in Official Records Book 13303, Page 2998, of the Public Records of Miami-Dade County, Florida (Parcels East Parcel 8 and 19).
24. Covenant Running With the Land in Lieu of Unity of Title recorded May 12, 1988, in Book 13676, Page 1294, of the Public Records of Miami-Dade County, Florida (Parcel 14).
25. Grant of Easement to Metropolitan Dade County recorded May 20, 1988, in Book 13685, Page 2891, of the Public Records of Miami-Dade County, Florida (Parcel 14).
26. Covenant Running With the Land in Lieu of Unity of Title recorded September 19, 1989, in Book 14258, Page 1363, of the Public Records of Miami-Dade County, Florida (Portion of Parcel 9 and Parcel 19).
27. Easement granted to Florida Power & Light Company recorded March 30, 1990, in Book 14490, Page 2114, of the Public Records of Miami-Dade County, Florida (Parcel 19).
28. Easement granted to Florida Power & Light Company by instrument recorded April 13, 1990 in Official Records Book 14507, Page 2900, of the Public Records of Miami-Dade County, Florida (East Parcel 8).
29. Easement granted to Metropolitan Dade County by instrument recorded April 19, 1990 in Official Records Book 14514, Page 3757, of the Public Records of Miami-Dade County, Florida (Parcels East Parcel 8 and 19).
30. Easements, restrictions, dedications and other matters as shown on the Plat of LINDISFARNE ON FISHER ISLAND SECTION 7, recorded November 27, 1990 in Plat Book 139, Page 97, of the Public Records of Miami-Dade County, Florida (Parcel 6).
31. Easement granted to Metropolitan Dade County recorded November 9, 1990, in Book 14778, Page 1573, of the Public Records of Miami-Dade County, Florida (Parcel 19).

32. Easement granted to Florida Power & Light Company by instrument recorded January 29, 1991 in Official Records Book 14876, Page 338, of the Public Records of Miami-Dade County, Florida (East Parcel 8).
33. Terms, provisions and conditions of that Sovereignty Submerged Lands Lease No. 130566739; as evidenced by that Modified Sovereignty Submerged Lands Lease by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Island Developers, Ltd., a Florida limited partnership recorded August 22, 1991 in Official Records Book 15160, Page 1837; as modified by Sovereignty Submerged Lands Lease Modification to Reflect Change in Ownership by and between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Fisher Island Holdings, LLC, a Florida limited liability company recorded May 16, 2001 in Official Records Book 19664, Page 3221, of the Public Records of Miami-Dade County, Florida; as affected by unrecorded Sovereignty Submerged Lands Extended Lease Renewal effective date May 28, 2016 by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as Lessor and Fisher Island Holdings, LLC, as Lessee (Parcels 22 and 24).
34. Sovereignty Submerged Lands Lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as Lessor, and Island Developers, Limited, a Florida limited partnership, as Lessee, recorded June 7, 1993, in Book 15941, Page 576, of the Public Records of Miami-Dade County, Florida; as modified by Modified Sovereignty Submerged Lands Lease recorded May 2, 1995, in Book 16767, Page 3820, of the Public Records of Miami-Dade County, Florida; Assignment of Sovereignty Submerged Lands Lease recorded August 2, 1995, in Book 16869, Page 3010, of the Public Records of Miami-Dade County, Florida; Modified Sovereignty Submerged Lands Lease recorded December 10, 1997, in Book 17899, Page 3981; and Sovereignty Submerged Lands Lease Renewal and Modification recorded in Book 31574, Page 2500, of the Public Records of Miami-Dade County, Florida (Parcel 18).
35. Sovereignty Submerged Lands Easement between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida and Island Developers, Limited, a Florida limited partnership, recorded June 7, 1993, in Book 15941, Page 583, of the Public Records of Miami-Dade County, Florida; as modified by Modified Sovereignty Submerged Lands Easement recorded July 19, 1995, in Book 16853, Page 3478, of the Public Records of Miami-Dade County, Florida; and Assignment of Sovereignty Submerged Lands Easement recorded October 18, 1995, in Book 16955, Page 299, of the Public Records of Miami-Dade County, Florida (Parcel 18).
36. Cable Easement Agreement, recorded August 27, 1993 in Official Records Book 16035, Page 3449, of the Public Records of Miami-Dade County, Florida (East Parcel 8).
37. Cart Path Easement Agreement, recorded August 27, 1993 in Official Records Book 16035, Page 3469, of the Public Records of Miami-Dade County, Florida; as modified by Amended Cart Path Easement Agreement, recorded July 26, 2004 in Official Records Book 22512, Page 3896, of the Public Records of Miami-Dade County, Florida; as modified by Second Amended Cart Path Easement Agreement, recorded contemporaneously herewith (East Parcel 8).

38. Boat Basin Easement Agreement recorded August 27, 1993, in Book 16035, Page 3487, of the Public Records of Miami-Dade County, Florida (Parcel 18).
39. Encroachment Agreement, recorded August 27, 1993 in Official Records Book 16035, Page 3508, of the Public Records of Miami-Dade County, Florida (East Parcel 8, Portion of Parcel 9, Parcels 14 and 19).
40. Beach Access Easement Agreement recorded August 27, 1993, in Book 16035, Page 3527, of the Public Records of Miami-Dade County, Florida (Parcel 14).
41. Golf Parking Easement Agreement, recorded August 27, 1993 in Official Records Book 16035, Page 3543, as modified by Amendment to Golf Parking Easement Agreement recorded in Official Records Book 32237, Page 272 of the Public Records of Miami-Dade County, Florida (East Parcel 8).
42. Seawall Easement Agreement, recorded August 27, 1993 in Official Records Book 16035, Page 3558, of the Public Records of Miami-Dade County, Florida (Parcels East Parcel 8, 14, 17, 18 and 19).
43. Perpetual Access Easement in favor of the United States of America recorded July 18, 1995 in Official Records Book 16853, Page 573, of the Public Records of Miami-Dade County, Florida (Parcel 6).
44. Assignment and Acceptance of Easements and Permits by the City of Miami Beach in favor of the Miami-Dade Water and Sewer Authority as noted in instrument recorded July 3, 2000 in Official Records Book 19179, Page 3188, of the Public Records of Miami-Dade County, Florida (Parcels 6 and East Parcel 8).
45. Easement granted to Florida Power & Light Company by instrument recorded November 15, 2002 in Official Records Book 20804, Page 4085, of the Public Records of Miami-Dade County, Florida (East Parcel 8).
46. Covenant Running with The Land in Lieu of Unity of Title recorded September 20, 2010, in Book 27426, Page 1264, of the Public Records of Miami-Dade County, Florida (Parcels 17 and 18).
47. Covenant Running with the Land, recorded December 16, 2010 in Official Records Book 27523, Page 2830, of the Public Records of Miami-Dade County, Florida (East Parcel 8).
48. Easement granted to Miami-Dade County by instrument recorded July 15, 2011 in Official Records Book 27757, Page 4384, of the Public Records of Miami-Dade County, Florida (East Parcel 8).
49. Easement granted to Miami-Dade County recorded July 21, 2011, in Book 27764, Page 4308, of the Public Records of Miami-Dade County, Florida (Parcel 17).

50. Terms, provisions, and easements contained in Stipulated Order of Taking and Final Judgment, together with exhibits attached thereto, recorded September 9, 2014, in Book 29302, Page 2519, of the Public Records of Miami-Dade County, Florida (Parcel 17).
51. Easement Agreement by and between the United States of America, Department of the Army and PDS Development LLC. as evidenced by Department of the Army Consent to Easement to Use Corps of Engineers Right-of-Way Consent No. DACW17-9-16-0118 recorded August 2, 2016 in Official Records Book 30176, Page 1652, of the Public Records of Miami-Dade County, Florida. (Parcel 6).
52. Easement granted to Florida Power & Light Company by instrument recorded November 7, 2016 in Official Records Book 30298, Page 2183, of the Public Records of Miami-Dade County, Florida (East Parcel 8).
53. Easement granted to Fisher Island Club, Inc., recorded October 26, 2017, in Book 30733, Page 4176, of the Public Records of Miami-Dade County, Florida (Parcel 14).
54. Riparian Easement in favor of Fisher Island Club, Inc., recorded March 28, 2018, in Book 30914, Page 1575, of the Public Records of Miami-Dade County, Florida (Parcel 18).
55. Easement granted to Florida Power & Light Company, recorded July 27, 2018, in Book 31077, Page 4737, of the Public Records of Miami-Dade County, Florida (Parcel 6).
56. Easement granted to Florida Power & Light Company by instrument recorded July 27, 2018 in Official Records Book 31077, Page 4739, of the Public Records of Miami-Dade County, Florida (Parcel 6).
57. Declaration of Easements (Boat Basin) between PDS Development LLC, a Delaware limited liability company, and Fisher Island Holdings, LLC, a Florida limited liability company, dated July 10, 2019, recorded July 12, 2019 in Official Records Book 31522, Page 16, of the Public Records of Miami-Dade County, Florida (Parcel 6).
58. Terms and conditions of the Agreement for Water and Sanitary Sewer Facilities by and between Miami-Dade County and Fisher Island Holdings, LLC, a Florida limited liability company recorded March 30, 2020 in Official Records Book 31876, Page 84, of the Public Records of Miami-Dade County, Florida (East Parcel 8).
59. Underground Easement (Business) by and between FI Parcels, LLC and Florida Power & Light Company dated September 8, 2021 and recorded on September 21, 2021 in Official Records Book 32746, Page 3826, of the Public Records of Miami-Dade County, Florida (Parcel 8).
60. Easement (Business) by Fisher Island Club, Inc. to Florida Power & Light Company dated October 4, 2021 and recorded on November 17, 2021 in Official Records Book 32856, Page 1571, of the Public Records of Miami-Dade County, Florida, as affected by Grant of Easement by FI Parcels, LLC to Florida Power & Light Company dated and recorded contemporaneously herewith in the Public Records of Miami-Dade County, Florida (Parcel 14).

- 61. Terms and conditions of Riparian Easement and Grant of Riparian and Littoral Rights by and between FI Parcels, LLC and Fisher Island Club, Inc. dated and recorded contemporaneously herewith in the Public Records of Miami-Dade County, Florida (Parcel 19).**
- 62. Terms and conditions of Easement by and between FI Parcels, LLC and Marina Village at Fisher Island Condominium No. Three, Inc. dated and recorded contemporaneously herewith in the Public Records of Miami-Dade County, Florida (Parcel 8).**

EXHIBIT C

COVENANTS AND RESTRICTIONS

The Property shall be subject to the following covenants, conditions and restrictions, which shall run with title to the Property:

1. Parcel 6 Restrictions and Development Limitations. Grantee covenants to Grantor that any future use or development undertaken on Parcel 6 shall conform to the development limitations in this Section 1, as follows:

a. In no event shall any future structures be constructed or enlarged on Parcel 6 in a manner that either (a) reduces the setbacks required under the then existing Miami-Dade County zoning regulations (i.e., no variances may be pursued) or (b) exceeds the height of the mail facility building located on Parcel 6 as of the date of this conveyance.

b. Grantee agrees to honor and maintain any existing utilities or easements located within Parcel 6.

c. Grantor acknowledges that the hours of operation of the ferry service on Parcel 6 shall not be restricted.

2. East Parcel 8 Restrictions and Development Limitations. Grantee covenants to Grantor that any development undertaken on East Parcel 8 shall conform to the development limitations in this Section 2, as follows:

a. The maximum building height for any structures to be developed on East Parcel 8 shall be limited to a maximum of 2 stories and 25 feet in height. The building height for purposes of this Section 2 shall be measured from the average grade of the finished floor elevation ("FFE") of the lowest floor (not including basements) of the structures to be developed on East Parcel 8.

b. All mechanical equipment serving the future development on East Parcel 8 shall be located at the ground level and may not be elevated beyond the limits hereinafter described. Grantee shall take all reasonable efforts to design, permit and locate all mechanical equipment (including generators) in a manner that permits it to be located and installed as provided in this Section 2, including flood proofing. However, in no event shall any mechanical equipment serving the future development on East Parcel 8 be located at roof level or be roof-mounted. In the event that the location and installation of mechanical equipment at the finished grade is not permitted under applicable code and regulations, Grantee shall locate all such mechanical equipment at the minimal elevation level nearest to the finished grade as permitted by applicable code and regulations for installation of such equipment or at Grantee's sole option and expense, Grantee may install same within the building envelope (i.e., entirely within the building, including the second floor, subject, for the avoidance of doubt, to the height limitations herein). In all events, all mechanical equipment shall be effectively screened from view of the adjacent residences or intended residences on Parcel 9, as more particularly described on Exhibit D attached hereto (referred to hereafter as "Parcel 9").

c. In no event may the furniture, fixtures and equipment (“FFE”) on East Parcel 8 be designed, filled, graded or improved to exceed a ground floor elevation equal to the base flood elevation plus 1 foot.

d. Any development on East Parcel 8 shall maintain a minimum building setback of 20 feet from those property lines that are adjacent to or abutting Parcel 9 (the “Landscape Buffer”). The Landscape Buffer shall include a 6-foot CBS wall along the western boundary of East Parcel 8 and landscaping as designed and installed by Grantor at its sole cost and expense. The wall and landscaping within the Landscape Buffer shall be constructed by Grantor at its sole cost and expense as part of its development of Grantor’s development on Parcel 9. Grantee shall thereafter be responsible for maintaining the landscaping within the Landscape Buffer in good condition.

e. The proposed trash compactor facility of East Parcel 8 must remain in its existing location or may be relocated within East Parcel 8 with Grantor’s reasonable approval and provided that it may not be setback closer than its existing location to Parcel 9. In furtherance of Section 3.a. below, all mechanical repair and trash compactor and ancillary waste disposal uses on East Parcel 8 must be conducted within a three-wall enclosure with a landscaped roof structure that remains open along the eastern portion of East Parcel 8 and fully screened from the view of the proposed residential uses on Parcel 9. Additionally, no windows or openings shall be permitted along those portions of East Parcel 8 abutting the proposed residential uses on Parcel 9 unless required by applicable codes or ordinances notwithstanding the commercially reasonable efforts of Grantee to design a structure to avoid any such windows or openings along those portions of East Parcel 8 abutting the proposed residential uses on Parcel 9. In the event that Grantee desires to implement a clerestory along those portions of East Parcel 8 abutting the proposed residential uses on Parcel 9 Development, Grantor and Grantee shall discuss the same in good faith.

3. Parcel 6 and East Parcel 8 Restrictions and Development Limitations. Grantee covenants to Grantor that any future use or development undertaken on Parcel 6 and/or East Parcel 8 shall conform to the development limitations in this Section 3, as follows:

a. Grantee covenants and agrees to limit the hours of operation of any mechanical repairs, trash compactor operations and any ancillary uses thereto on Parcel 6 and East Parcel 8 to regular and customary business working hours (7:00 AM to 7:00 PM) and shall take measures to ensure that any noise or odor related with said uses does not cause a disturbance or create a nuisance to the abutting or adjacent residential development and to otherwise comply with Section 21-28 of the Miami-Dade County Code of Ordinances. Notwithstanding the foregoing, commercial and residential ferry operations on Parcel 6 and/or East Parcel 8 shall not be subject to any limits on hours of operation.

b. Grantee shall design and construct the mechanical repair and trash compactor facilities with appropriate noise level reduction materials and sufficient odor eliminators and other devices (such as filters, air cleaners, scrubbers, or other similar equipment) as may be necessary to abate any noise, odors, or fumes that may emanate from the uses on Parcel 6 and/or East Parcel 8; provided, that such design and construction need not be undertaken unless and until (a) Grantee relocates the trash compactor, in which case such design and construction will be at Grantee’s

sole cost and expense or (b) Grantor directs Grantee to do so (with the trash compactor remaining at its current location), in which case the design and construction will be at Grantor's sole cost and expense. Additionally, Grantee covenants and agrees to prohibit any other uses or activities on Parcel 6 and/or East Parcel 8 that may cause any unreasonably loud, excessive, unnecessary or unusual noise or odor and to otherwise comply with Section 21-28 of the Miami-Dade County Code of Ordinance, provided that Grantor agrees the level of noise, odor or disturbance from operations on Parcel 6 and/or or East Parcel 8 as of the recording of this Deed will be at acceptable levels under the standards contained in this Deed.

EXHIBIT D**LEGAL DESCRIPTION OF PARCEL 9**

(Land described in this Exhibit D is not being conveyed and is benefited by certain restrictions imposed on the lands being conveyed, as more particularly described in Exhibit C)

PARCEL 9:

A portion of Tract A of BISCAYNE APARTMENTS, according to the plat thereof, as recorded in Plat Book 163, Page 49, of the Public Records of Miami-Dade County, Florida, TOGETHER WITH a portion of Tract A of LINDISFARNE ON FISHER ISLAND SECTION 1, according to the plat thereof, as recorded in Plat Book 128, Page 59, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

A portion of Fisher Island lying within Section 9, Township 54 South, Range 42 East, Miami-Dade County, Florida, TOGETHER WITH a portion of Tract A of LINDISFARNE ON FISHER ISLAND SECTION 1, according to the plat thereof, as recorded in Plat Book 128, Page 59, of the Public Records of Miami-Dade County, Florida, TOGETHER WITH a portion of Tract A-8 of LINDISFARNE ON FISHER ISLAND SECTION 8, according to the plat thereof, as recorded in Plat Book 143, Page 9, of the Public Records of Miami-Dade County, Florida, all being more particularly described as follows:

Commence at the most North, Northeasterly corner of said Tract A of LINDISFARNE ON FISHER ISLAND SECTION 1; thence South 88°04'00" West, along the North line of said Tract A for 115.81 feet; thence South 43°38'49" East for 56.80 feet; thence South 01°56'00" East for 267.60 feet; thence South 88°04'00" West for 221.99 feet to the Point of Beginning of the hereinafter described parcel (the last 3 described courses being along the Northeasterly boundary of said plat of LINDISFARNE ON FISHER ISLAND SECTION 8); thence South 01°56'00" East along the Westerly boundary line of said plat of LINDISFARNE ON FISHER ISLAND SECTION 1 for 70.00 feet; thence South 22°57'28" East for 204.61 feet; thence South 13°10'55" East for 31.10 feet to a point on a curve, said point bears South 15°00'38" West from the radius point of the following described curve; thence Northwesterly along a circular curve to the right, concave to the Northeast, having a radius of 242.00 feet and a central angle of 14°59'22" for an arc distance of 63.31 feet to a point of compound curvature; thence continue Northwesterly along a circular curve to the right, concave to the Northeast, having a radius of 334.56 feet and a central angle of 04°33'25" for an arc distance of 26.61 feet; thence South 01°56'00" East along the Westerly boundary line of said plat of LINDISFARNE ON FISHER ISLAND SECTION 1 for 44.34 feet to a point on a curve, said point bears North 38°36'31" West from the radius point of the following described curve; thence Southwesterly along a circular curve to the left, concave to the Southeast, having a radius of 221.00 feet and a central angle of 26°31'39" for an arc distance of 102.32 feet to a point of reverse curvature; thence Southwesterly along the arc of a curve, having a radius of 406.00 feet and a central angle of 29°47'30" for an arc distance of 211.10 feet to a point of compound curvature; thence Westerly along the arc of a curve, having a radius of 91.00 feet and a central angle of 46°34'10" for an arc distance of 73.96 feet to a point of reverse curvature; thence Westerly along the arc of a curve, having a radius of 53.00 feet and a central angle of 64°45'14" for an arc distance of 59.90 feet to a point of reverse curvature; thence Southwesterly along the arc of a curve, having a radius of 91.00 feet and a central angle of 48°16'04" for an arc distance of 76.66 feet to a point of compound curvature; thence Westerly and Northwesterly along the arc of a curve, having a radius of 182.00 feet and a central angle of 40°29'40" for an arc distance of 128.63 feet to a point of tangency; thence North 54°46'00" West for 149.85 feet to a point of curvature; thence Northwesterly, along the arc of a circular curve to the right, having a radius of 539.00 feet and a central angle of 07°34'28" for 71.26 feet (the next 2 courses being along the Southeasterly boundary line of said plat of LINDISFARNE ON FISHER ISLAND SECTION 8); thence

North 40°47'12" East for 209.81 feet; thence North 68°19'42" East for 425.01 feet; thence North 21°40'18" West for 7.05 feet to a point on the arc of a circular curve to the right, concave to the Southeast, said point bears North 47°33'53" West from the radius point of the following described curve; thence Northeasterly along the arc of said curve, having a radius of 472.65 feet, and a central angle of 10°17'32" for an arc distance of 84.90 feet to a point of tangency; thence North 52°43'39" East for 53.75 feet to a point of curvature of a circular curve to the right, concave to the Southeast; thence Northeasterly along the arc of said curve, having a radius of 583.16 feet and a central angle of 03°27'37" for an arc distance of 35.22 feet to a point of reverse curvature; thence Northeasterly along the arc of a curve, having a radius of 36.19 feet and a central angle of 23°19'31" for an arc distance of 14.73 feet to the Point of Beginning.

TOGETHER WITH

A portion of Tract "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", according to the plat thereof as recorded in Plat Book 128 at Page 59, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the most Westerly Northwest corner of Tract "A" of said plat "LINDISFARNE ON FISHER ISLAND SECTION 1"; thence S01°56'00"W along the Easterly boundary of Tract "A", "BISCAYNE APARTMENTS", Plat Book 163, Page 49 of the Public Records of Miami-Dade County, Florida for 70.00 feet; thence S22°57'28"E for 141.23 feet to the POINT OF BEGINNING of the hereinafter described Parcel; thence continue S22°57'28"E for 46.86 feet; thence N01°54'50"W for 43.73 feet; thence S88°05'10"W for 16.83 feet to the POINT OF BEGINNING.

LESS

A portion of Tract "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", according to the plat thereof as recorded in Plat Book 128 at page 59, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the most Westerly Northwest corner of Tract "A" of said plat "LINDISFARNE ON FISHER ISLAND SECTION 1"; thence S01°56'00"W along the Easterly boundary of Tract "A", "BISCAYNE APARTMENTS", Plat Book 163, Page 49 of the Public Records of Miami-Dade County, Florida for 70.00 feet; thence S22°57'28"E for 111.49 feet to the POINT OF BEGINNING of the hereinafter described Parcel; thence continue S22°57'28"E for 29.74 feet; thence S88°05'10"W for 10.67 feet; thence N01°56'00"W for 27.75 feet to the POINT OF BEGINNING.

This Instrument prepared by:
Katz Barron
901 Ponce de Leon Blvd., 10th ft
Coral Gables, FL 33134
Erin N. Auble, Esq.

Parcel No: 30-4210-000-0065

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (“Grant of Easement”) is made as of October 4, 2022 (“Effective Date”) by **FI PARCELS, LLC**, a Florida limited liability company (“Grantor”), and the **FLORIDA POWER & LIGHT COMPANY**, its affiliates, licensees, agents, successors, and assigns (“FPL”).

RECITALS:

WHEREAS, Fisher Island Club, Inc., a Florida not-for-profit corporation (“**FIC**”) granted that certain Easement (Business) to FPL dated October 4, 2021 and recorded on November 17, 2021 in Official Records Book 32856, Page 1571, of the Public Records of Miami-Dade County, Florida (“**Easement**”), affecting the real property described on Exhibit “A” (“**Easement Area**”); and

WHEREAS, Grantor holds fee simple title to the Easement Area.

NOW THEREFORE, for and in consideration of the payment of \$1,00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby joins in and grants the Easement.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on June 13, 2022 as of the Effective Date.

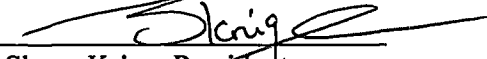
Witnesses:

FI Parcels, LLC, a Florida limited liability company

Signature: 
Print name: DEREK QUASON

By: Fisher Island Club, Inc., a Florida not-for-profit corporation

Signature: 
Print name: CHARLOTTE QUASON

By: 
Shane Krige, President

Address:
One Fisher Island Drive,
Fisher Island, FL 33109

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

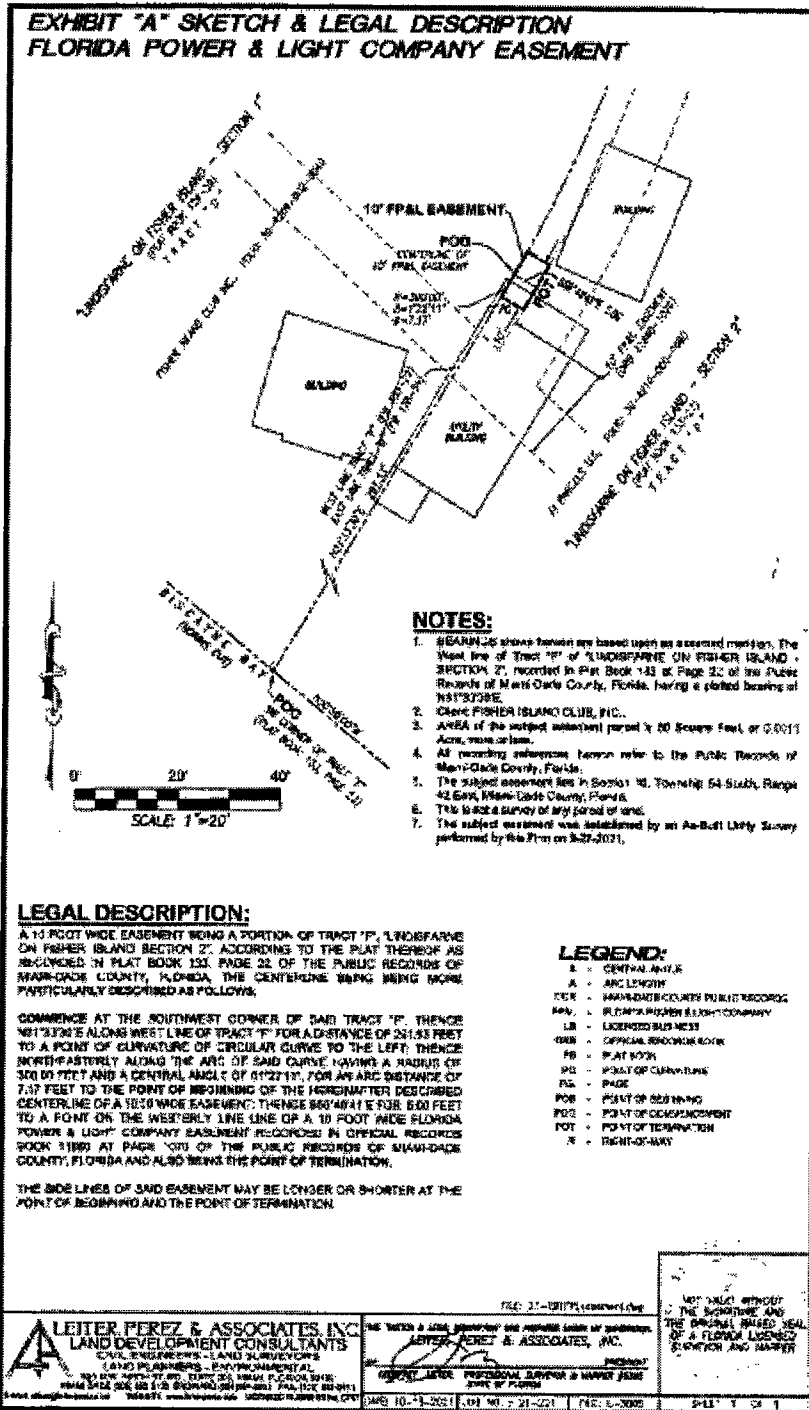
This instrument was acknowledged before me by means of physical presence or online notarization, on June 13, 2022, by Shane Krige, as President of FISHER ISLAND CLUB, INC., a Florida not-for profit corporation, as manager of FI PARCELS, LLC, a Florida limited liability company, on behalf of the corporation and the limited liability company. He is personally known to me or produced Driver License as identification.

Marilyn V.
Notary Public
Print Name: Marilyn Villanueva
My commission number: HH 251372
My commission expires: April 10, 2026

[SEAL]



Exhibit "A"



This instrument prepared by:
Erica L. English, Esq.
Katz, Barron, Friedberg, English & Allen, P.A.
901 Ponce de Leon Blvd., 10th Floor
Coral Gables, Florida 33134
305-856-2444

Tax Parcel ID: 30-4209-002-0011; 30-4209-002-0015

GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made effective as of June 14, 2022 (the "Effective Date") by FI PARCELS, LLC, a Florida limited liability company ("Grantor"), with offices located at One Fisher Island Drive, Fisher Island, Florida 33109, Attn: Shane Krige, President. The real property described on Exhibit "A" attached hereto and made a part hereof ("Parking Easement Area") and the real property described on Exhibit "B" attached hereto and made a part hereof (the "Sign Easement Area"; collectively with the Parking Easement Area, the "Easement Area") are portions of the real property of Grantor legally described in Exhibit "C" attached hereto.

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant unto MARINA VILLAGE AT FISHER ISLAND CONDOMINIUM NO. THREE ASSOCIATION, a Florida not-for-profit corporation (the "Grantee"), with offices located at 40304 Fisher Island Drive, Fisher Island, Florida 33019, Attn: President, subject to the terms and conditions set forth below, (1) an exclusive, perpetual easement for use of the portion of the Parking Easement Area that is striped and improved as parking spaces for parking for owners, tenants and invitees of Marina Village At Fisher Island Condominium No. Three according to the Declaration of Condominium thereof, as recorded in Official Records Book 14575, Page 379, of the Public Records of Miami-Dade County, Florida, as amended from time to time (the "Condominium"), (2) a non-exclusive, perpetual easement for pedestrian vehicular ingress and egress from and to Fisher Island Drive to and from the Parking Easement Area, subject to the Cart Path Easement (defined below), and (3) an exclusive, perpetual easement for use of the Sign Easement Area for signage.

Grantor and Grantee further agree as follows:

1. Reservation of Rights. Grantor hereby reserves and retains all other property rights in and to the Easement Area.
2. Cart Path Easement. The Easement granted herein is subject and subordinate to the easement rights granted pursuant to that certain Cart Path Easement Agreement recorded in Official Records Book 16035, Page 3469, of the Public Records of Miami-Dade County, Florida, as amended by Amendment to Cart Path Easement Agreement recorded in Official Records

Book 22512, Page 3896, of the Public Records of Miami-Dade County, Florida, as further amended by Second Amendment to Cart Path Easement Agreement recorded contemporaneously herewith in the Public Records of Miami-Dade County, Florida (collectively, the "Cart Path Easement").

3. Signage. Grantee shall be entitled to install in the Sign Easement Area signage indicating that the portion of the Parking Easement Area that is striped and improved as parking spaces as reserved for owners, tenants and invitees of the Condominium. Such signage shall conform to the style of existing directional signage on Fisher Island Drive and shall be subject to approval by Fisher Island Community Association, Inc., in accordance with the Master Covenants for Fisher Island, recorded September 5, 1986, in Book 13008, Page 2052; amended and supplemented.

4. Repair and Maintenance. Grantee shall be responsible for the maintenance, repair, and replacement of all improvements (including without limitation paving, striping, curbing, utility, drainage, signage and traffic control improvements) in, on or under the Easement Area (collectively, the "Work"), at Grantee's expense and in accordance with applicable laws and permits. Grantee shall obtain from all governmental authorities the necessary permits and approvals for the Work Improvements. Grantee shall cause any construction or other liens that are filed against the Easement Area or any part thereof for labor, services or materials furnished by or under Grantee in connection with the Work to be paid or discharged by transfer to bond or otherwise within thirty (30) days after written notice. Not later than ten (10) calendar days prior to submitting for a permit from the applicable governmental authorities to perform Work on the Easement Area, Grantee shall submit to Grantor for Grantor's approval, a complete copy of the permit package, including without limitation, depictions or drawings of such Work for Grantor's approval, which shall not be unreasonably withheld, conditioned or delayed. If Grantor fails to approve or reject such submittal in writing within ten (10) calendar days after receipt, then such submission shall be deemed approved by Grantor for the purposes hereof. It is understood and agreed that Grantor's approval, if granted, does not constitute an express or implied warranty of fitness for a particular purpose, nor a warranty of the design, construction or future operation of any such Work.

5. Indemnity: Grantee agrees to protect, defend, indemnify and hold harmless Grantor, its members, officers, directors, agents, contractors, employees, and any persons or entities owning or controlling, or under common control or affiliation with Grantor, its members, officers, directors, agents, contractors, and employees (individually, a "Grantor Party" and, collectively, the "Grantor Parties") from and against, and, to the extent paid, reimburse it on demand for, any and all damages, as well as penalties, fines, interest payments, any judgment, cost, expense (including reasonable attorneys' fees incurred in defense of the indemnified claim and to enforce this indemnity) or loss suffered or incurred by, any or all of the Grantor Parties, growing out of (i) the use or occupancy of the Easement Area by Grantee, its employees, agents, invitees or contractors (collectively, the "Grantee Parties"), (ii) violation or claim of violation of any agreement, applicable law, judgment, decree or order of any court or administrative tribunal resulting from use of the Easement Area; (iii) any act, omission, negligence or willful misconduct of Grantee or the Grantee Parties, and (iv) Grantee's failure to comply with the terms

and provisions of this Easement and/or any applicable laws, rules, orders or regulations. This Section shall survive the expiration or earlier termination of this Easement.

6. **Insurance:** Grantee shall carry and maintain at all times and at Grantee's sole expense, (i) commercial general liability insurance for bodily injury and property damage (including contractual liability coverage) in an amount of not less than \$1,000,000 per occurrence / \$2,000,000 aggregate (aggregate limit may be provided by primary commercial general liability insurance and an "umbrella" policy), (ii) workers' compensation insurance policy as required by the applicable state law, (iii) employers' liability insurance with limits of not less than \$500,000, and (iv) automobile liability insurance with combined single limit coverage of at least \$1,000,000 for all owned, leased/hired or non-owned vehicles. Each policy shall name Grantor and any other Grantor Parties designated as additional insureds, shall provide for at least thirty (30) days written notice to Grantor prior to any cancellation of the same, shall be endorsed to be primary coverage with any coverage to be provided by Grantor being secondary, shall be issued with an insurance carrier or carriers rated A-X or better according to A. M. Best Company Rating Guide, and shall contain a waiver of subrogation clause in favor of the Grantor and any other Grantor Parties designated by it. Prior to the Effective Date, and thereafter upon Grantor's request, Grantee shall send to Grantor certificates of insurance, endorsements and/or receipts or other documents (including copies of policies) satisfactory to Grantor evidencing the insurance coverage required herein and the payment of all premiums and other charges due in connection therewith. Each policy shall provide that it shall not be canceled, amended or reduced without thirty (30) days (fifteen (15) days if the basis for cancellation is non-payment of premiums) prior written notice to the additional insured(s) and it shall not be invalidated or reduced by any act of any of the Grantor Parties or the Grantee Parties. Grantee shall deliver to the designated additional insureds an original certificate of insurance evidencing the required coverages within ten (10) days after the date hereof and within thirty (30) days prior to the expiration of any policy already in effect.

Notwithstanding anything to the contrary herein, to the extent permitted by law and without affecting the coverage provided by insurance required to be maintained hereunder, Grantee waives any right to recover against Grantor (and its contractors, agents, officers, directors and employees) on account of any and all claims Grantee may have against either of them (and their respective contractors, agents, officers, directors and employees) to the extent of the proceeds realized from the insurance actually carried, or required to be carried hereunder.

7. **Grantor Warranty.** Grantor warrants and covenants that Grantor is has full right and lawful authority to grant this Easement.

8. **Attorneys' Fees.** If either party brings an action at law or in equity to enforce or interpret this Easement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation, including, but not limited to, appellate proceedings and in exercising and enforcing such right of recovery, in addition to any other remedy granted.

9. **Successors and Assigns.** The terms "Grantor" and "Grantee", wherever used in this instrument, are intended in each instance to include the successors and assigns of Grantor

and Grantee; provided however, that any liability or obligation of Grantor as to future events shall terminate upon the transfer of ownership of the Easement Area.

10. Miscellaneous. This Easement shall be governed by and construed in accordance with the laws of the State of Florida. This Easement represents the final agreement among the parties with respect to the subject matter hereof. This Easement shall not be construed strictly for or against either Grantor or Grantee. This Easement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument. All notices to shall be in writing and delivered personally, by nationally recognized overnight courier services, with proof of delivery, or by certified mail return receipt requested, with proof of delivery, to Grantor or Grantee, as the case may be, at the respective addresses set forth above (or to any substitute address of which notice is given to the other party in accordance with this provision). This Easement may not be amended or modified except by written agreement executed by the parties hereto, or their successors and/or assigns.

11. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE EVENT OF A DEFAULT BY GRANTOR HEREUNDER, OR FOR ANY OTHER REASON, GRANTOR SHALL NOT BE LIABLE TO GRANTEE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, LOSS OF PROFITS OR INCIDENTAL DAMAGES WHATSOEVER.

12. WAIVER OF JURY TRIAL. ALL PARTIES TO THIS EASEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LAWSUIT, PROCEEDINGS OR COUNTERCLAIM BASED UPON, OR ARISING OUT OF THIS EASEMENT OR ANY DOCUMENT EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF EITHER PARTY. THIS PROVISION FOR WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT FOR EACH PARTY TO ENTER INTO THIS EASEMENT.

(nothing further appears on this page; execution page follows)

IN WITNESS WHEREOF, the undersigned has executed this Grant of Easement as of the Effective Date.

Signed in the presence of:

GRANTEE:

MARINA VILLAGE AT FISHER ISLAND CONDOMINIUM NO. THREE ASSOCIATION, INC., a Florida not-for-profit corporation

C. S. Oates
[Sign & Print] CHARLOTTE OATES

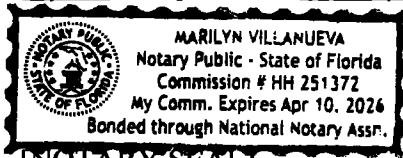
Julie L. Doll
[Sign & Print] Julie L. Doll

By: *[Signature]*
Name: DESIREE CAUSON
Title: PRESIDENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

SS:

The foregoing Grant of Easement was acknowledged before me, a notary public, physical presence or online notarization, at the County and State last aforesaid, on this 13 day of June, 2022, by Desiree Causon, as President of MARINA VILLAGE AT FISHER ISLAND CONDOMINIUM NO. THREE ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me, or has produced Driver License as proof of identification.



[NOTARY SEAL]

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Marilyn Villanueva
[PRINT NOTARY'S NAME]

My Commission Expires:

(execution continues on following page)

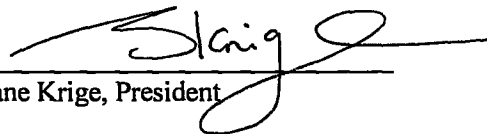
Signed, sealed and delivered in the presence of:


GRANTOR:

FI PARCELS, LLC, a Florida limited liability company

By: FISHER ISLAND CLUB, INC., a Florida corporation not-for-profit, its manager


[Sign & Print] DEBRA CUSSON

By: 
Shane Krige, President


[Sign & Print] CHARLOTTE OATES

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

The foregoing Grant of Easement was acknowledged before me, a notary public, physical presence or online notarization, at the County and State last aforesaid, on this 13 day of June, 2022 by Shane Krige, as President of FISHER ISLAND CLUB, INC., a Florida corporation not-for-profit, as manager of FI PARCELS, LLC, a Florida limited liability company, on behalf of the corporation and company, who [] is personally known to me, or has produced Driver License as proof of identification.



NOTARY PUBLIC, STATE OF FLORIDA

[NOTARY SEAL]

Marilyn Villanueva

[PRINT NOTARY'S NAME]

My Commission Expires:

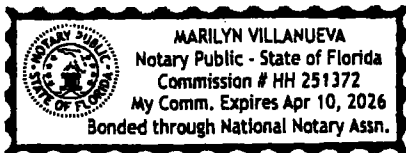


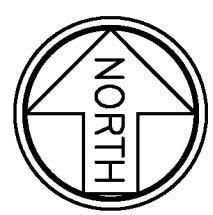
EXHIBIT "A"

Parking Easement Area

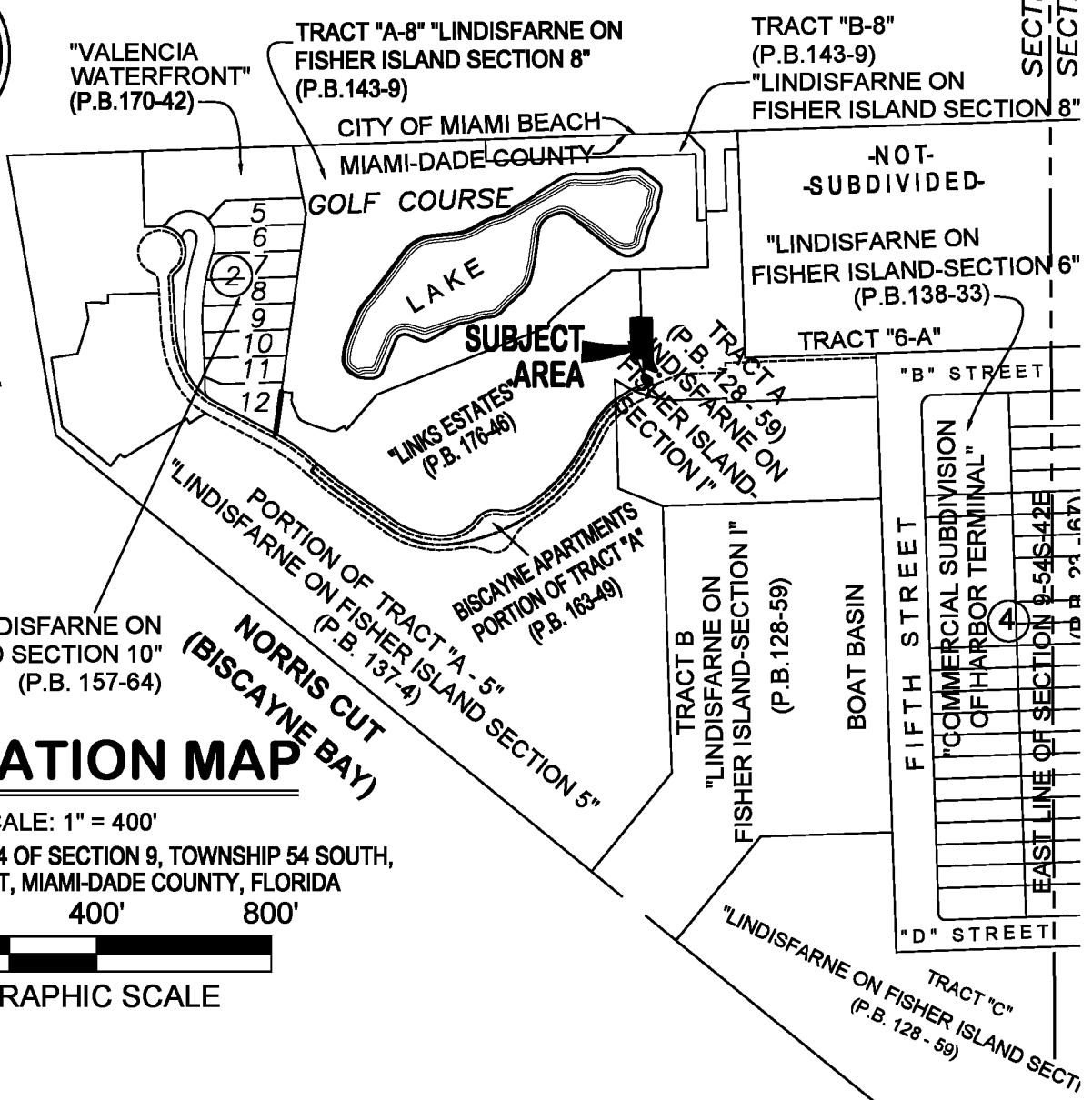
(See attached)

EXHIBIT "A" SKETCH & LEGAL DESCRIPTION

FISHERMAN'S CHANNEL



LEMON CITY CHANNEL



LOCATION MAP

SCALE: 1" = 400'

A PORTION OF NE 1/4 OF SECTION 9, TOWNSHIP 54 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA

0 400' 800'



GRAPHIC SCALE

LEGAL DESCRIPTION:

BEING A PORTION OF TRACT "A" OF "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 128, PAGE 59 AND A PORTION OF TRACT "A" OF "LINKS ESTATES", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 176, PAGE 46, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID "LINKS ESTATES" PLAT; THENCE S01°58'00"E FOR 108.88 FEET; THENCE S80°32'47"W FOR 25.40 FEET, THE LAST 2 COURSES BEING ALONG THE EASTERLY LINE OF SAID "LINKS ESTATES" PLAT; THENCE S84°50'45"E FOR 4.63 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE N87°39'42"E FOR 24.05 FEET; S88°22'04"E FOR 18.76 FEET; THENCE S01°30'56"E FOR 97.29 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 26°18'25", FOR AN ARC DISTANCE OF 6.89 FEET TO A POINT OF TANGENCY; THENCE S27°49'21"E FOR 38.92 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A" AND A POINT ON THE ARC OF CIRCULAR CURVE, SAID POINT BEARING S15°20'14"W FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 182.00 FEET AND A CENTRAL ANGLE OF 9°15'26" FOR AN ARC DISTANCE OF 29.42 FEET TO A NON-TANGENT POINT; THENCE N04°15'41"W FOR 15.73 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 5.50 FEET AND A CENTRAL ANGLE OF 87°39'09", FOR AN ARC DISTANCE OF 8.41 FEET TO A POINT ON THE NORTH LINE OF TRACT "A" OF SAID "LINKS ESTATES" PLAT AND A POINT OF TANGENCY; THENCE N88°05'10"E ALONG THE NORTH LINE OF TRACT "A" OF SAID "LINKS ESTATES" PLAT FOR 17.97 FEET; THENCE N01°58'00"W FOR 89.05 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A 3' X 3' SIGN EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT AFORESAID POINT "A"; THENCE S27°49'21"E FOR 9.95 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED EASEMENT; THENCE N62°10'39"E FOR 3.00 FEET; THENCE S27°49'21"E FOR 3.00 FEET; THENCE S62°10'39"W FOR 3.00 FEET; THENCE N27°49'21"W FOR 3.00 FEET TO THE POINT OF BEGINNING.


ALL LYING AND BEING IN SECTION 9, TOWNSHIP 54 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA.

THIS "SKETCH & LEGAL DESCRIPTION" IS 2 SHEETS AND IS NOT FULL AND COMPLETE UNLESS ACCOMPANIED BY ALL SHEETS.

LEITER, PEREZ & ASSOCIATES, INC.
 LAND DEVELOPMENT CONSULTANTS
 CIVIL ENGINEERS - LAND SURVEYORS
 LAND PLANNERS - ENVIRONMENTAL

520 N.W. 165TH ST. RD., SUITE 208, MIAMI, FLORIDA 33189
 MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411
 E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

THIS "SKETCH & LEGAL DESCRIPTION" WAS PREPARED UNDER MY SUPERVISION.
LEITER, PEREZ & ASSOCIATES, INC.

BY: 
 GEOFFREY LEITER, PRESIDENT, PROFESSIONAL SURVEYOR & MAPPER #6366,
 STATE OF FLORIDA

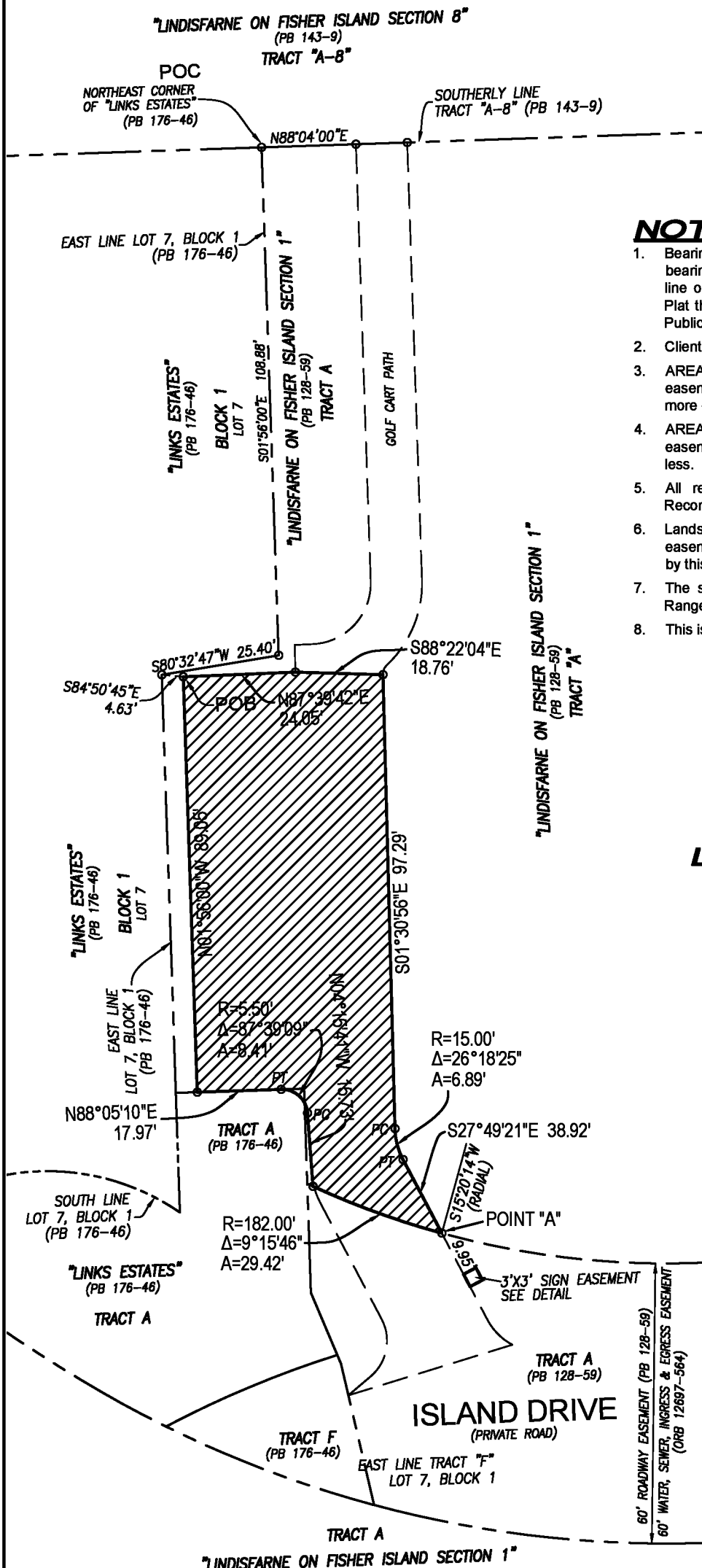
DATE: 6-15-2022 JOB NO. : 22-194 FILE NO.: L-

GEOFFREY LEITER
 License Number 6996

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

EXHIBIT "A" SKETCH & LEGAL DESCRIPTION

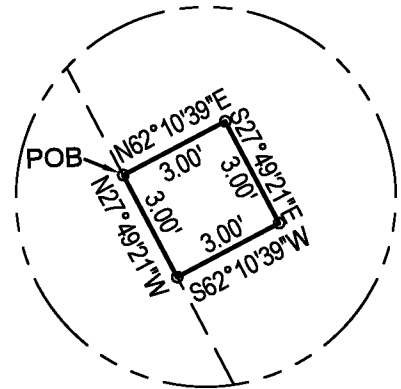


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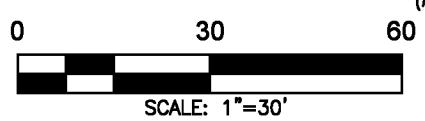
1. Bearings shown hereon are based on an assumed bearing of S01°56'00"E along the most Northerly East line of Lot 7, Block 1, "Links Estates" according to the Plat thereof, recorded in Plat Book 176, Page 46 of the Public Records of Miami-Dade County, Florida.
2. Client: Fisher Island Club, Inc.
3. AREA PARKING EASEMENT (Calculated): The subject easement contains 4,317 Square Feet, 0.0991 Acre, more or less.
4. AREA SIGN EASEMENT (Calculated): The subject easement contains 9 Square Feet, 0.0002 Acre, more or less.
5. All recording references hereon refer to the Public Records of Miami-Dade County, Florida.
6. Lands shown hereon have not been abstracted for easements, rights-of-way or any other matters of record by this firm.
7. The subject easement Section 9 Township 54, South, Range 42 East, Miami-Dade County, Florida.
8. This is not a survey of any parcel of land.

LEGEND:

- AC - ACRES
- SF - SQUARE FEET
- ORB - OFFICIAL RECORDS BOOK
- PB - PLAT BOOK AND PAGE
- POC - POINT OF COMMENCEMENT
- POB - POINT OF BEGINNING
- PC - POINT OF CURVATURE
- PT - POINT OF TANGENCY



SIGN EASEMENT DETAIL
SCALE: 1"=5'



THIS "SKETCH & LEGAL DESCRIPTION" IS 2 SHEETS AND IS NOT FULL AND COMPLETE UNLESS ACCOMPANIED BY ALL SHEETS.

LEITER, PEREZ & ASSOCIATES, INC.
LAND DEVELOPMENT CONSULTANTS
 CIVIL ENGINEERS - LAND SURVEYORS
 LAND PLANNERS - ENVIRONMENTAL
 520 N.W. 165TH ST. RD., SUITE 208, MIAMI, FLORIDA 33169
 MIAMI-DADE (305) 652-5133 BROWARD (954) 524-2202 FAX: (305) 652-0411
 E-Mail: office@leiterperez.com WEBSITE: www.leiterperez.com LICENSED BUSINESS No. 6787

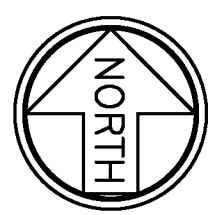
EXHIBIT B

Sign Easement Area

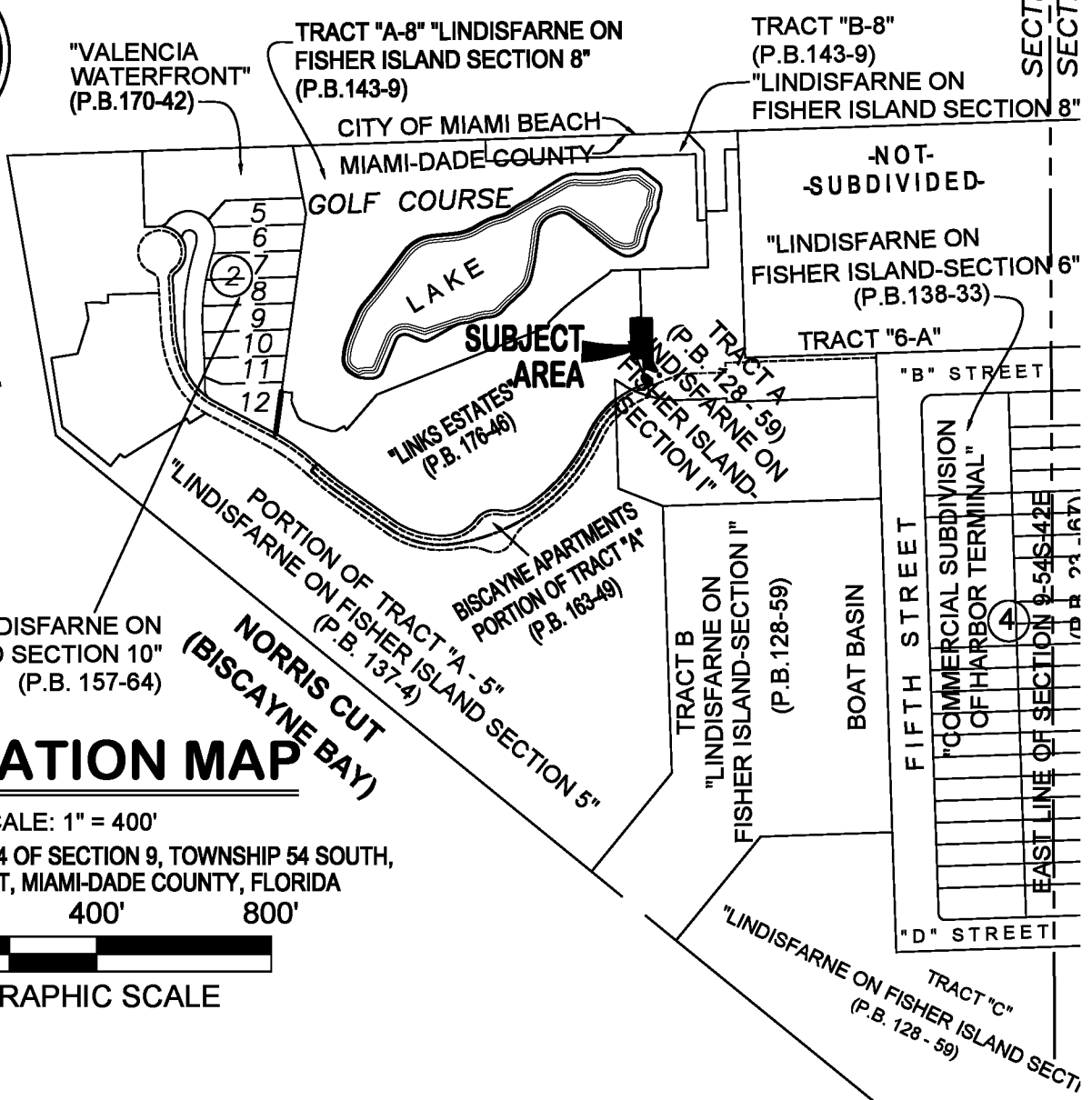
(See attached)

EXHIBIT "A" SKETCH & LEGAL DESCRIPTION

FISHERMAN'S CHANNEL



LEMON CITY CHANNEL



LOCATION MAP

SCALE: 1" = 400'

A PORTION OF NE 1/4 OF SECTION 9, TOWNSHIP 54 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA

0 400' 800'



GRAPHIC SCALE

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THIS "SKETCH & LEGAL DESCRIPTION" WAS PREPARED UNDER MY SUPERVISION.
LEITER, PEREZ & ASSOCIATES, INC.

BY: 
 GEOFFREY LEITER, PRESIDENT, PROFESSIONAL SURVEYOR & MAPPER #6366,
 STATE OF FLORIDA

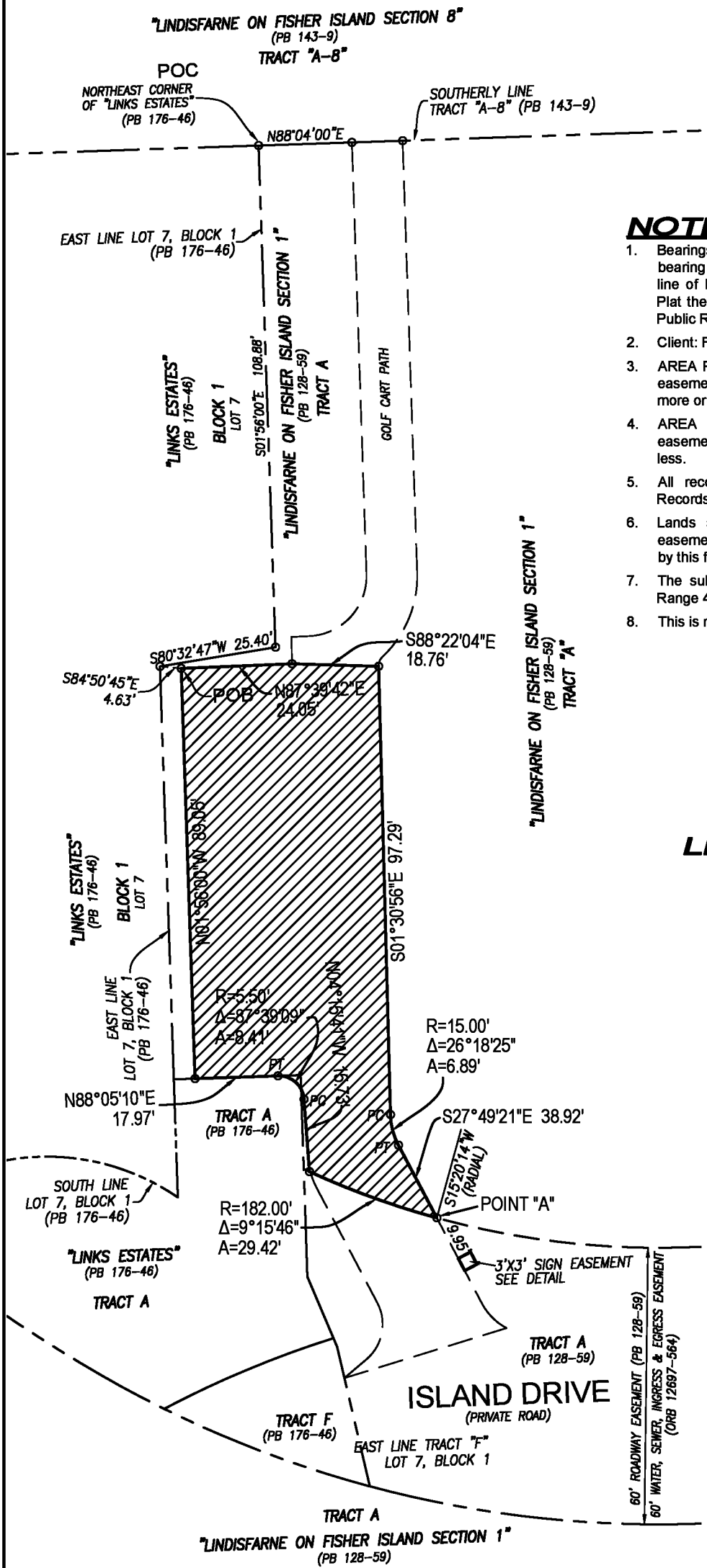
DATE: 6-15-2022 JOB NO.: 22-194 FILE NO.: L-

GEOFFREY LEITER
 License Number 6996

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

EXHIBIT "A" SKETCH & LEGAL DESCRIPTION

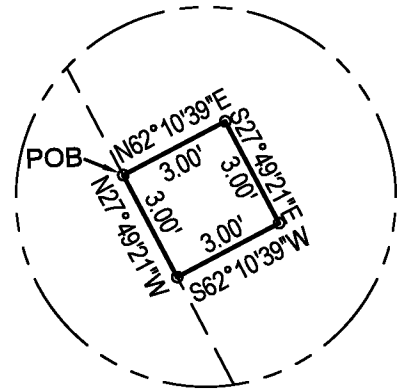


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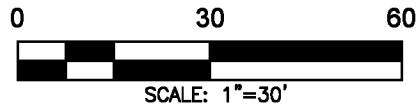
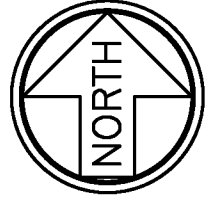
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2. Client: Fisher Island Club, Inc.
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4. AREA SIGN EASEMENT (Calculated): The subject easement contains 9 Square Feet, 0.0002 Acre, more or less.
5. All recording references hereon refer to the Public Records of Miami-Dade County, Florida.
6. Lands shown hereon have not been abstracted for easements, rights-of-way or any other matters of record by this firm.
7. The subject easement Section 9 Township 54, South, Range 42 East, Miami-Dade County, Florida.
8. This is not a survey of any parcel of land.

LEGEND:

- AC - ACRES
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SIGN EASEMENT DETAIL
SCALE: 1"=5'



THIS "SKETCH & LEGAL DESCRIPTION" IS 2 SHEETS AND IS NOT FULL AND COMPLETE UNLESS ACCOMPANIED BY ALL SHEETS.

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EXHIBIT C**PORTION OF PARCEL 8 (REFERRED TO AS EAST PARCEL 8)**

A PORTION OF TRACT "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128 AT PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTH, NORTHEAST CORNER OF SAID TRACT "A"; THENCE S.01°56'00"E. AT RIGHT ANGLES TO THE NEXT DESCRIBED COURSE FOR 520.00 FEET; THENCE N.88°04'00"E. FOR 300.00 FEET; THENCE S.01°56'00"E. AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES FOR 100.00 FEET, (THE LAST 3 DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF SAID TRACT "A"); THENCE S.88°04'00"W. FOR 345.86 FEET; THENCE N.01°56'00"W. AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES FOR 8.00 FEET; THENCE S.88°04'00"W. FOR 104.14 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 242.00 FEET AND A CENTRAL ANGLE OF 16°56'38" FOR AN ARC DISTANCE OF 71.57 FEET; THENCE N.13°10'55"W. FOR 31.10 FEET; THENCE N.22°57'28"W. FOR 204.61 FEET; THENCE N.01°56'00"W. FOR 70.00 FEET; THENCE N.88°04'00"E. AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES FOR 221.99 FEET; THENCE N.01°56'00"W. FOR 267.60 FEET, THENCE N.43°38'49"W. FOR 56.80 FEET; (THE LAST 4 DESCRIBED COURSES BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF PORTIONS OF TRACT "A-8", AND TRACT "B-8" OF THE PLAT "LINDISFARNE ON FISHER ISLAND SECTION 8", PLAT BOOK 143 PAGE 9 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE N.88°04'00"E. ALONG THE NORTH BOUNDARY LINE OF SAID TRACT "A" FOR 115.81 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND SUBJECT TO A ROADWAY EASEMENT AS SHOWN ON THE SAID PLAT OF "LINDISFARNE ON FISHER ISLAND SECTION 1", PLAT BOOK 128 PAGE 59 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS

A PORTION OF TRACT "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128 AT PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST WESTERLY NORTHWEST CORNER OF TRACT "A" OF SAID PLAT "LINDISFARNE ON FISHER ISLAND SECTION 1"; THENCE N88°04'00"E ALONG THE NORTH LINE OF SAID TRACT "A" FOR 65.18 FEET; THENCE S01°56'00"E FOR 108.88 FEET; THENCE S80°32'47"W FOR 25.40 FEET; THENCE S01°56'00"E FOR 61.86 FEET; THENCE N22°57'28"W FOR 111.49 FEET TO THE WESTERLY BOUNDARY OF THE AFOREMENTIONED TRACT "A", SAID LINE BEING COINCIDENT WITH THE EASTERLY BOUNDARY OF TRACT "A" OF "BISCAYNE APARTMENTS", PLAT BOOK 163, PAGE 49 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N01°56'00"W ALONG SAID LINE FOR 70.00 FEET TO THE POINT OF BEGINNING.

LESS

A PORTION OF TRACT "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128 AT PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY NORTHWEST CORNER OF TRACT "A" OF SAID PLAT "LINDISFARNE ON FISHER ISLAND SECTION 1"; THENCE S01°56'00"W ALONG THE EASTERLY BOUNDARY OF TRACT "A", "BISCAYNE APARTMENTS", PLAT BOOK 163, PAGE 49 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR 70.00 FEET; THENCE S22°57'28"E FOR 141.23 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE CONTINUE S22°57'28"E FOR 46.86 FEET; THENCE N01°54'50"W FOR 43.73 FEET; THENCE S88°05'10"W FOR 16.83 FEET TO THE POINT OF BEGINNING.

PORTION OF PARCEL 9

A PORTION OF TRACT "A", "LINDISFARNE ON FISHER ISLAND SECTION 1", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 128 AT PAGE 59, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY NORTHWEST CORNER OF TRACT "A" OF SAID PLAT "LINDISFARNE ON FISHER ISLAND SECTION 1"; THENCE S01°56'00"W ALONG THE EASTERLY BOUNDARY OF TRACT "A", "BISCAYNE APARTMENTS", PLAT BOOK 163, PAGE 49 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR 70.00 FEET; THENCE S22°57'28"E FOR 111.49 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE CONTINUE S22°57'28"E FOR 29.74 FEET; THENCE S88°05'10"W FOR 10.67 FEET; THENCE N01°56'00"W FOR 27.75 FEET TO THE POINT OF BEGINNING.

Prepared by/Record and Return to:

Erica L. English, Esq.
Katz Barron
901 Ponce de Leon Blvd., 10th Floor
Miami, Florida 33134

THIS SPACE FOR RECORDER'S USE

TERMINATION AND RELEASE OF GOLF PARKING EASEMENT AGREEMENT

This **TERMINATION AND RELEASE OF GOLF PARKING EASEMENT AGREEMENT** (hereinafter referred to as this "Termination") is made as of June 14, 2022 ("Effective Date"), by and among **FISHER ISLAND HOLDINGS, LLC**, a Florida limited liability company, as successor to Island Developers, Ltd., a Florida limited partnership (hereinafter, the "Developer"), and **FISHER ISLAND CLUB, INC.**, a Florida not for profit corporation (the "Club").

WITNESSETH:

A. The Club and Developer are parties to that certain Golf Parking Easement Agreement dated June 1, 1993 and recorded in Official Records Book 16035, Page 3543, of the Public Records of Miami-Dade County, Florida (the "Original Easement"), as previously modified by that certain Modification of Golf Parking Easement Agreement dated November 24, 2020 and recorded in Official Records Book 32237, Page 272 of the Public Records of Miami-Dade County, Florida (the "Amendment"; collectively with the Original Easement, the "Easement"); and

B. The Developer desires and agrees to terminate, release and vacate the Easement granted to it by the Club upon and subject to the terms and conditions set forth herein.

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

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated by reference as if fully set forth herein.

2. **TERMINATION AND RELEASE OF EASEMENT.** The Easement is terminated and released as of the Effective Date.

3. **ENTIRE AGREEMENT.** This Termination embodies the entire understanding regarding the subject matter hereof, and supersedes all prior discussions and agreements between

the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

4. COUNTERPART EXECUTION. This Termination may be executed in separate counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.

IN WITNESS WHEREOF, parties hereto have executed this Termination, by their respectively duly authorized representatives, as of the day and year first above written.

[SIGNATURE PAGE AND ACKNOWLEDGMENTS FOLLOW]

[Signature page to Termination and Release of Golf Parking Easement Agreement]

WITNESSES:

Signed, sealed and delivered
in the presence of:

FISHER ISLAND CLUB, INC.,
a Florida not for profit corporation

[Signature]
Witness signature
DEBORAH CUNSO
Witness print name

By: [Signature]
Name: SHANE KRIGE
Title: President / CEO

[Signature]
Witness signature
CHARLOTTE OATES
Witness print name

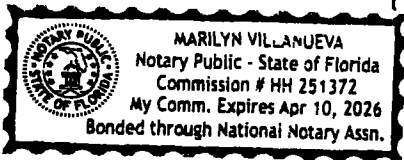
STATE OF FLORIDA

COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, 13 day of June, 2022 by Shane Krige as President of FISHER ISLAND CLUB, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced Driver License as identification.

[Signature]

[Notary Seal]



Notary Public

Marilyn Villanueva

Name typed, printed or stamped

My Commission Expires: April 10, 2026

(Execution continues on following page)

[Continuation of signature page to Termination and Release of Golf Parking Easement Agreement]

[Signature]
Witness signature
Jennifer Fritz
Witness print name

[Signature]
Witness signature
Lorena Fonseca
Witness print name

FISHER ISLAND HOLDINGS, LLC,
a Florida limited liability company

By: [Signature]
Name: MARK REID
Title: SECRETARY & TREASURER

STATE OF Florida

COUNTY OF miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, 13 day of June, 2022 by Mark Reid as Secretary/Treasurer, of FISHER ISLAND HOLDINGS, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Signature]


[Notary Seal]

Notary Public

Lee Ann Ryan

Name typed, printed or stamped

My Commission Expires: September 2, 2024

 **LEE ANN RYAN**
Commission # GG 983977
Expires September 2, 2024
Bonded Thru Budget Notary Services