

**CONVENTION CENTER HOTEL**  
**GARAGE EASEMENT**

**THIS IS AN EASEMENT** made \_\_\_\_\_, 2012, granted by **CITYPLACE SOUTH TOWER II, LLC**, a Florida Limited Liability Company (“CPST II”), whose address is 315 S. Biscayne Blvd., 3rd Floor, Miami, FL 33131, and **CITYPLACE HOTEL, LLC**, a Delaware limited Liability Company, whose address is c/o Related Companies, L.P., 60 Columbus Circle, 19<sup>th</sup> Floor, New York, New York 10023 (“CP Hotel”), hereinafter collectively “Grantor”, in favor of **PALM BEACH COUNTY**, a political subdivision of the State of Florida, whose address is Governmental Center, 301 N. Olive Avenue, West Palm Beach, Florida 33401 (“County”).

**WHEREAS**, County owns the real property described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Hotel Land”); and

**WHEREAS**, County issued a Request for Qualification requesting the submission of qualifications (the “RFQ”) from parties interested in constructing a first class convention Center hotel (the “Hotel”) on the Hotel Land; and

**WHEREAS**, County selected The Related Companies, L.P. (“Related”) to build the Hotel on the Hotel Land, and the County and CP Hotel, an affiliate entity formed by and managed by Related have entered into that certain Hotel Lease of the Hotel Land (“Hotel Lease”), a Development Agreement and other related documents, each dated \_\_\_\_\_, 2012 (the “Project Documents”); and

**WHEREAS**, CPST II is the owner of the real property described on Exhibit “B” attached hereto and by this reference made a part hereof (the “Garage Land”); and

**WHEREAS**, CP Hotel is an affiliate entity formed by and managed by Related; and

**WHEREAS**, CPST II has leased the Garage Land to CP Hotel by lease agreement dated \_\_\_\_\_, 2012 (the “Garage Lease”); and

**WHEREAS**, the Garage Lease provides for CP Hotel to lease the Garage Land from CPST II and for CP Hotel to own all improvements to be constructed on the Garage Land by CP Hotel; and

**WHEREAS**, Related’s submission in response to the RFQ proposed locating the parking for the Hotel on the Garage Land; and

**WHEREAS**, County has requested that Related cause Grantor to grant County an easement relating to the Garage Land to serve the Hotel Land.

**NOW, THEREFORE,** for and in consideration of the sum of Ten Dollars (\$10.00) to the Grantor in hand paid by County, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and County do hereby agree as follows:

1. **Recitals.**

The foregoing recitals are true and correct and incorporated herein by reference.

2. **Grant of Easement**

Grantor does hereby grant to County, its successors and assigns, a perpetual non-exclusive easement for parking, without charge, in, on, over, under, through, and across the Garage Land and any parking improvements constructed thereon, including, without limitation, surface parking lots or parking garages or structures (the "Easement Premises").

3. **Additional Rights**

County shall have the right, but not the obligation, to construct, reconstruct, operate, maintain, repair, replace, and improve the parking facilities within the Easement Premises and all rights and privileges necessary or convenient for the full benefit and the use thereof for the purposes described in this instrument.

4. **Appurtenant To Hotel Land**

This easement shall be an easement appurtenant to the Hotel Land and shall inure to the benefit of County, and its successors and assigns, and shall run with the title to the Hotel Land.

5. **Use Limitation**

The rights granted hereby are for the use and benefit of the Hotel to be constructed on the Hotel Land and the rights granted hereby may only be exercised in conjunction with operation of the Hotel. County acknowledges that County's use and enjoyment of and interest in the Easement is and shall be strictly limited to that specifically granted herein. County further agrees to exercise the rights granted hereunder in a commercially reasonable manner.

6. **Maintenance Responsibility**

Grantor shall be solely responsible for and shall, at all times, maintain and repair at its sole cost and expense the Easement Premises and all parking and other improvements constructed thereon.

7. **No Dedication**

The grant of easement contained herein is for the use and benefit of County, its successors, and assigns and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

8. **Reservation of Rights**

Grantor hereby retains all rights relating to the Easement Premises not specifically conveyed by this Easement including the right to use the Easement Premises and any improvements now existing or constructed hereinafter therein, and the right to grant to third parties additional easements in the Easement Premises or the right to use the improvements therein, provided that the same do not impair the easement rights granted hereby. Such reservation of rights shall include, without limitation, the right to construct additional hotel improvements on the Garage Land or above the parking facilities.

9. **Run with Land**

All of the benefits, burdens, covenants and agreements herein shall constitute covenants running with the land, shall be binding upon and/or shall accrue to the benefit of any and all persons or entities, their respective successors, assigns, heirs, and personal representatives, having or hereafter acquiring any right title or interest in or to all or any portion of the Garage Land or the Hotel Land.

10. **Assignability**

This Easement is an easement appurtenant to the Hotel Land and may not be transferred or assigned separately or apart from the Garage Land.

11. **Remedies**

In the event County fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, Grantor's sole remedy shall be the right of specific performance thereof.

12. **Termination of Easement**

Notwithstanding any of the foregoing provisions, in the event CP Hotel terminates the Project Documents in accordance with Section 2.7 of the Hotel Lease, then CP Hotel, in its sole discretion, shall have the right to terminate this Easement, County and Grantor shall record a Memorandum of Termination of Easement in the Public Records of Palm Beach County, Florida, and neither party shall have any further duty or obligation to the other under this Garage Easement subsequent to such termination.

13. **Miscellaneous**

This Easement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

No party shall be considered the author of this Easement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Easement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

This Easement contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

**REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**



\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC

State of \_\_\_\_\_ at Large

My Commission Expires

ATTEST:  
SHARON R. BOCK, CLERK AND  
COMPTROLLER

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Shelley Vana, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Department Director

EXHIBIT A TO GARAGE EASEMENT

LEGAL DESCRIPTION OF THE HOTEL LAND

EXHIBIT "A"

LEGAL DESCRIPTION AND SKETCH  
OF TRACT "2" AND A PORTION OF TRACT "A",  
CITYPLACE PLAT NO. 2

LEGAL DESCRIPTION:

A PORTION OF CITYPLACE PLAT NO. 2 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 90, PAGES 33-37, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 21 AND 28, TOWNSHIP 43 SOUTH, RANGE 43 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT "2", CITYPLACE PLAT NO. 2, PLAT BOOK 90, PAGES 33-37, SAID PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

TOGETHER WITH:

A PORTION OF TRACT "A" (FLORIDA AVENUE) AS SHOWN ON CITYPLACE PLAT NO. 2 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, PAGES 33-37 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "A", SAID CORNER BEING ON THE EAST BOUNDARY OF TRACT "2" AS SHOWN ON SAID PLAT, SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY OF THE EAST BOUND LANE OF OKEECHOBEE BOULEVARD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD NO. 704, SECTION 93280-0000, SHEETS 5, 6 AND 7 OF 8; THENCE SOUTH 58°55'53" EAST, A DISTANCE OF 49.13 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 233.50 FEET, A CENTRAL ANGLE OF 60°07'58", A DISTANCE OF 245.06 FEET TO A POINT OF CUSP, SAID POINT BEING ON THE WEST BOUNDARY OF SAID TRACT "A", SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY OF SAID FLORIDA AVENUE, SAID POINT ALSO BEING ON SAID EAST BOUNDARY OF TRACT "2"; THENCE NORTHERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 45°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF TANGENCY; THENCE NORTH 43°47'55" WEST, A DISTANCE OF 152.55 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 128.00 FEET, A CENTRAL ANGLE OF 41°57'41", A DISTANCE OF 93.74 FEET TO THE POINT OF BEGINNING, THE LAST THREE (3) COURSES AND DISTANCES BEING ALONG SAID WEST BOUNDARY OF TRACT "A", THE LAST THREE (3) COURSES AND DISTANCES ALSO BEING ALONG SAID WEST RIGHT-OF-WAY OF FLORIDA AVENUE, THE LAST THREE (3) COURSES AND DISTANCES ALSO BEING ALONG SAID EAST BOUNDARY OF TRACT "2".

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA AND CONTAIN 149,372 SQUARE FEET OR 3.4291 ACRES MORE OR LESS.

CONTINUED ON SHEET 2 OF 4.


PROJECT NO. 2005009-24	SHEET 1 OF 4	PROJECT: CONVENTION CENTER HOTEL SITE LEGAL DESCRIPTION & SKETCH	SCALE(S) NOTED APPROVED: J.H.H. DRAWN: C.D. CHECKED: N.J.H. DATE: 04/14/05 FIELD BOOK NO.	NO.	REVISION	BY	DATE
		DESIGN FILE NAME 2005009-24b.DGN		DRAWING NO. S-1-05-2346			
			PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS				
			ENGINEERING SERVICES				
			160 AUSTRALIAN AVENUE WEST PALM BEACH, FL 33406				



EXHIBIT "A"

LEGAL DESCRIPTION AND SKETCH  
OF TRACT "2" AND A PORTION OF TRACT "A".  
CITYPLACE PLAT NO. 2

NO SEARCH OF THE PUBLIC RECORDS HAS BEEN MADE BY THE SIGNING SURVEYOR.  
THIS IS NOT A SURVEY.

CERTIFIED TO:

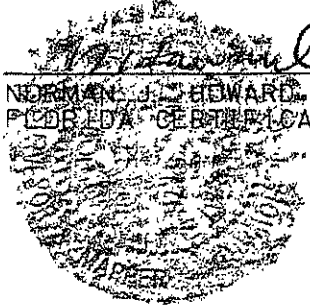
PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA.  
CHICAGO TITLE INSURANCE COMPANY

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

THIS INSTRUMENT PREPARED BY:  
NORMAN J. HOWARD, P.S.M.  
IN THE OFFICE OF THE COUNTY ENGINEER  
160 AUSTRALIAN AVENUE, ROOM #405  
WEST PALM BEACH, FLORIDA 33406

  
\_\_\_\_\_  
NORMAN J. HOWARD, P.S.M.  
FLORIDA CERTIFICATE NO. 5776

4-22-05  
DATE




PROJECT NO.  
2005009-24  
SHEET 2  
OF 4

PROJECT:  
CONVENTION CENTER  
HOTEL SITE  
LEGAL DESCRIPTION &  
SKETCH  
DESIGN FILE NAME: 2005009-24b.DGN  
DRAWING NO.: S-1-05-2346

NO.	REVISION	BY	DATE

SCALE AS NOTED  
APPROVED: J.H.H.  
DRAWN: C.D.  
CHECKED: N.J.H.  
DATE: 04/14/05  
FIELD BOOK NO.

PALM BEACH COUNTY  
ENGINEERING AND PUBLIC WORKS



ENGINEERING SERVICES

160 AUSTRALIAN AVENUE  
WEST PALM BEACH, FL 33406

EXHIBIT "A"



FLORIDA DEPARTMENT  
OF TRANSPORTATION  
RIGHT-OF-WAY MAP  
STATE ROAD NO 704  
SECTION 93280-0000  
OKEECHOBEE BOULEVARD  
ORB. 6694, PG. 1909

SCALE: 1" = 200'

1. R = 2236.83'  
D = 03° 12' 21"  
L = 125.16'
2. S43° 03' 52" E, 58.29'
3. S0° 52' 09" W, 27.83'
4. S58° 55' 53" E, 49.13'
5. R = 233.50'  
D = 60° 07' 58"  
L = 245.06'
6. R = 50.00'  
D = 45° 00' 00"  
L = 39.27'
7. N43° 47' 55" W, 152.55'
8. R = 128.00'  
D = 41° 57' 41"  
L = 93.74'
9. N1° 12' 05" E, 243.57'
10. N88° 47' 55" W, 25.05'
11. N1° 12' 05" E, 195.19'
12. R = 77.28'  
D = 28° 23' 56"  
L = 38.31'
13. N88° 47' 55" W, 290.04'
14. N1° 12' 05" E, 234.13'
15. R = 128.00'  
D = 02° 42' 23"  
L = 6.05'

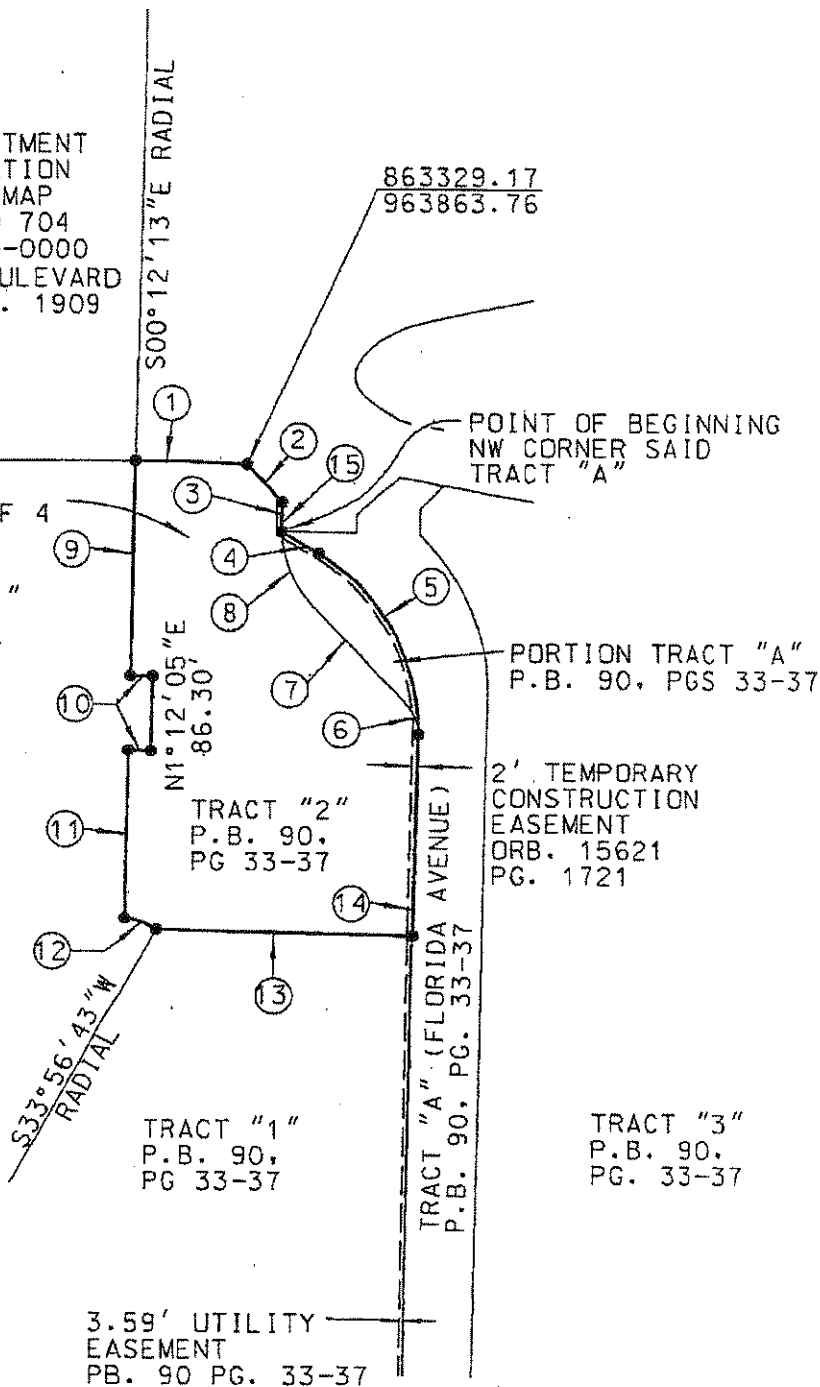
DETAIL  
SEE SHEET 4 OF 4

TRACT "1"  
P.B. 90,  
PG 33-37

TRACT "2"  
P.B. 90,  
PG 33-37

TRACT "1"  
P.B. 90,  
PG 33-37

TRACT "3"  
P.B. 90,  
PG. 33-37



LEGEND

- P.B. = PLAT BOOK
- PG. = PAGE
- ORB. = OFFICIAL RECORD BOOK
- R = RADIUS
- D = CENTRAL ANGLE
- L = ARC LENGTH
- = SET <sup>5</sup>/<sub>8</sub>" REBAR & CAP  
"NORMAN HOWARD PSM 5776", UNLESS NOTED

THIS IS NOT A SURVEY.

EXHIBIT "A"



SCALE: 1" = 80'

R = 128.00'  
D = 02° 42' 23"  
L = 6.05'

10' GAS EASEMENT P.B. 90. PG. 33-37

CENTERLINE OF 25' DE  
P.B. 90. PG. 33-37

CENTERLINE OF 15'  
BELLSOUTH EASEMENT  
P.B. 90. PG. 33-37

DRAINAGE  
EASEMENT  
ORB. 15621  
PG. 1677

ORB. 15621  
PG. 1690

2' TEMPORARY  
CONSTRUCTION  
EASEMENT  
ORB. 15621  
PG. 1721

TRACT "2"

3.59' UTILITY EASEMENT  
PB. 90 PG. 33-37

THIS IS NOT A SURVEY.

EXHIBIT B TO GARAGE EASEMENT

LEGAL DESCRIPTION OF THE GARAGE LAND

Tract 2, Plat of CITYPLACE SOUTH TOWER, as recorded in Plat Book 111,  
Pages 108 to 109, of the Public Records of Palm Beach County, Florida