

This Document Prepared by:

Harvey Mattel, Esquire
1314 SE 2nd Avenue
Fort Lauderdale, Florida 33316
954.763.5095-telephone

Record and Return to:

Jennifer C. Ruz, Esquire
RUZ & RUZ PL
7355 SW 87th Avenue
Suite 200
Miami, Florida 33173
305.921.9326-telephone

ASSIGNMENT AND ASSUMPTION OF CABANA LEASE

THIS ASSIGNMENT AND ASSUMPTION OF CABANA LEASE (this "Assignment") is made and entered into as of this 18 day of June, 2019, by and between Phillip Caprio Jr. and Gisela Caprio husband and wife, (the "Assignor") and Resort Villa 307 LLC, a Florida limited liability company, (the "Assignee").

WITNESSETH:

WHEREAS, Key Biscayne Ocean Club Limited Partnership, a Delaware limited partnership, as Cabana Lessor (the "Cabana Lessor") entered into that certain Deed of Leasehold Estate (99 year Lease) dated March 20, 2003, in favor of Ronald L. Knoll and Blanca C. Knoll ("Knoll") as evidenced by that certain Memorandum of Lease dated the same date and recorded in Official Records Book 21132, Page 2331, of the Public Records of Miami-Dade County, Florida (the "Cabana Lease"), as assigned to Christian Daes, a married man, in that certain Assignment and Assumption of Cabana Lease dated June 25, 2012 and recorded on July 3, 2012, in Official Records Book 28173, Page 412, of the Public Records of Miami-Dade County, as further assigned to Assignor in that certain Assignment and Assumption of Cabana Lease dated March 31, 2016, recorded on April 7, 2016 in Official Records Book 30028, Page 2741, of the Public Records of Miami-Dade County, Florida, whereby Assignor leases Cabana 606, as more particularly described as:

See attached Exhibit "A"

(the "Cabana"); and

WHEREAS, subject to the terms and provisions of the Declaration of Covenants, Restrictions and Easements for the Ocean Club dated December 13, 1996 and recorded in Official Records Book 17460, Page 3896 and the Amendment to Declaration of Covenants, Restrictions and Easements for the Ocean

Club dated January 26th 2000 and recorded in Official Records Book 18965, Page 4504 of the Public Records of Miami-Dade County, Florida, as the same have been, and may be in the future from time to time be, amended, modified and supplemented (collectively, the "Declaration" capitalized terms used but not otherwise defined herein shall have the meaning provided in the Declaration), Assignor desired to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in and to the Cabana and Cabana Lease.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Assignment:** Assignor does hereby assign, transfer, set over and deliver unto Assignee all of the Assignor's right, title and interest in and to the Cabana and Cabana Lease; provided, however, nothing contained herein shall be construed as a release of Assignor of its duties and obligations with respect to the Cabana and Cabana Lease arising or incurred prior to the date hereof.
2. **Assumption:** Assignee hereby accepts the foregoing assignment and hereby assumes all duties and obligations under and in connection therewith from and after the date hereof.
3. **Representations, Warranties and Covenants:** Assignor hereby represents, warrants and covenants to Assignee and Cabana Lessor that (i) the Cabana Lease is in full force and effect and has not been amended, assigned supplements or otherwise modified except as set forth herein, (ii) Assignor has no defense or offset to the performance of its obligations under the Cabana Lease, (iii) Cabana Lessor is not in default under the Cabana Lease nor does Assignor have knowledge of any facts, circumstances or occurrence that could, with notice or the passage of time, or both, constitute such a defense, (iv) the Cabana and Cabana lease are unencumbered or, if encumbered, all necessary consents, approvals and authorizations to the transfer described herein have been obtained, and (v) Assignor does not now, nor has he ever resided upon, the Cabana, nor any property thereto as Assignor resides and maintains his Homestead at 791 Crandon Boulevard, Unit 1 005, Key Biscayne, Florida 33149. Assignee represents, warrants and covenants to Assignor and Cabana Lessor that (i) Assignee is an Owner of a Unit in The Ocean Club and Permitted Cabana Lessee as required by the Declaration, and (ii) Assignee will strictly adhere to all the terms, conditions, rules and requirements set forth in the Declaration with respect to the Cabana and Cabana Lease.
4. **Indemnification:** Assignor agrees to indemnify and hold Assignee harmless from and against any and all liabilities, losses, costs or expenses (including reasonable attorney's fees through all trial and appellate levels) incurred by Assignee in connection with the Cabana and Cabana Lease arising on or before the date hereof. Assignee agrees to indemnify and hold Assignor harmless from and against any and all liabilities, losses, costs or expenses (including reasonable attorney's fees through all trial and appellate levels) incurred by Assignee in connection with the Cabana and Cabana Lease arising after the date hereof.
5. **Governing Law:** This Assignment and the rights of the parties hereunder shall be governed by, and interpreted in accordance with, the laws of the State of Florida.


6. **Counterparts:** This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

7. **Prevailing Parties:** If any party commences an action against the other part to interpret or enforce any of the terms of this Assignment or as the result of a breach by the other part of any term hereof, the losing (or defaulting) party shall pay to the prevailing party all reasonable attorney's fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the actions is prosecuted to a final judgment.

8. **Parties Bound:** This Assignment shall be binding upon, and inure to the benefit of, the parties to this Assignment.

IN WITNESS WHEREOF, this Assignment has been signed, sealed and delivered the parties as of the date first above written.

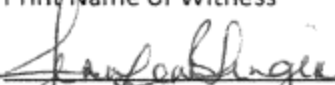
Signed or acknowledged in the presence of:



Witness

Oscar Foster

Print Name of Witness



Witness

Jennifer R. Singer

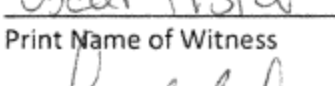
Print Name of Witness



Witness

Oscar Foster

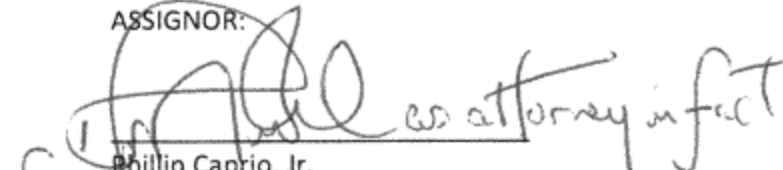
Print Name of Witness




Witness

Jennifer R. Singer

Print Name of Witness

ASSIGNOR:

for Phillip Caprio, Jr. as attorney in fact


for Gisela Caprio as attorney in fact

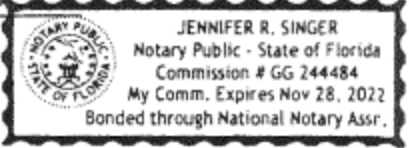
STATE OF FLORIDA)
COUNTY OF Broward)

Harvey Mittel as attorney in fact for

The foregoing instrument was acknowledged before me by Phillip Caprio, Jr., who is personally known to me or have () produced a _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 18 day of June 2019.

Jennifer R. Singer
Notary Public
State of Florida



Harvey Mittel as attorney in fact for

STATE OF FLORIDA)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by Gisela Caprio, who is personally known to me or have () produced a _____ as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 18 day of June 2019.

Jennifer R. Singer
Notary Public
State of Florida



ASSIGNEE:

Resort Villa 307 LLC,
a Florida limited liability company

Jennifer Ruz
Witness

Jennifer Ruz

Print Name of Witness

Amel Morales
Witness

Witness

Amel Morales

Print Name of Witness

By: Angela Ruiz
Angela Ruiz, Manager

STATE OF FLORIDA
COUNTY OF miami-dade

The foregoing instrument was acknowledged before me by Angela Ruiz, as Manager of Resort Villa 307 LLC, who is personally known to me or have produced a Drivers license as identification.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 28 day of June, 2019.

Jennifer Ruz
Notary Public
State of Florida



Exhibit "A"**Legal Description****Cabana 606**

A portion of Tract "G", of FIRST ADDITION TO BISCAYNE KEY ESTATES, according to the plat thereof, as recorded in Plat Book 53, Page 19, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southwest corner of Tract "F" of said Plat of FIRST ADDITION TO BISCAYNE KEY ESTATES; thence N 89°25'00" E along the South line of said Tract "F" also being the centerline of Sea View Drive and along the South line of said Tract "G" for 1,582.75 feet; thence departing said South line of Tract "G", N 00°35'00" W at right angles to the previously described course for 735.96 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence N 01°26'33" W for 12.59 feet; thence N 88°50'28" E for 23.50 feet; thence S 06°14'02" E for 0.23 feet; thence N 86°42'28" E for 0.77 feet; thence N 03°18'56" W for 0.41 feet; thence N 87°22'52" E for 6.25 feet; thence N 02°37'08" W for 0.32 feet; thence N 86°30'46" E for 2.88 feet; thence S 03°29'14" E for 13.35 feet; thence S 86°30'46" W for 2.91 feet; thence N 02°39'42" W for 0.32 feet; thence S 87°20'18" W for 6.24 feet; thence N 02°28'58" W for 0.36 feet; thence S 87°19'02" W for 0.78 feet; thence S 03°29'21" E for 0.43 feet; thence S 88°50'28" W for 23.95 feet to the POINT OF BEGINNING.

LEGAL DESCRIPTION:

A portion of Tract "C" of FIRST ADDITION TO BISCAYNE KEY ESTATES, according to the plat thereof as recorded in Plat Book 63 of Page 19 of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southwest corner of Tract "F" of said plot of FIRST ADDITION TO BISCAYNE KEY ESTATES; thence N 88°25'00" E along the South line of said Tract "F" also being the centerline of Sea View Drive and along the South line of said Tract "C" for 1,582.75 feet; thence departing said South line of Tract "C", N 00°35'00" W at right angles to the previously described course for 735.86 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence N 01°26'33" W for 12.59 feet; thence N 88°50'28" E for 23.50 feet; thence S 06°14'02" E for 0.33 feet; thence N 88°47'28" E for 0.77 feet; thence N 03°18'54" W for 0.41 feet; thence N 87°22'52" E for 8.75 feet; thence N 02°37'05" W for 0.32 feet; thence N 88°30'46" E for 2.88 feet; thence S 03°29'14" E for 13.35 feet; thence S 88°30'44" W for 2.91 feet; thence N 02°36'42" W for 0.32 feet; thence S 87°20'18" W for 6.24 feet; thence N 02°28'58" W for 0.36 feet; thence S 87°19'02" W for 0.76 feet; thence S 03°28'21" E for 0.43 feet; thence S 88°30'28" W for 23.85 feet to the POINT OF BEGINNING. The above described perimetrical boundary lies between elevation +0.67 feet and elevation 16.72 feet relative to the National Geodetic Vertical Datum of 1929, and containing 426 square feet, or 0.0098 acres, more or less.

SURVEYOR'S NOTES:

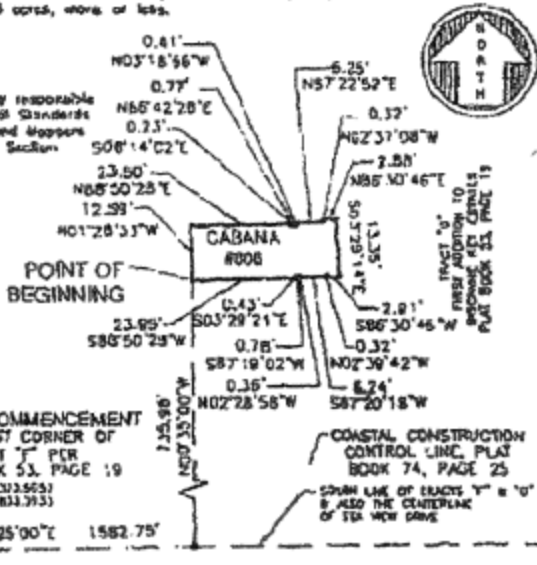
- This site lies in Section 4, Township 35 South, Range 42 East, Village of Key Biscayne, Miami-Dade County, Florida.
- Bearings herein are referred to an assumed value of N 88°25'00" E for the South line of Tract "C".
- Lands shown herein were not obstructed for observations and/or rights-of-way of records.
- This is not a "Boundary Survey" but a Record Survey to show the location of the cabana shown hereon.
- Lands shown hereon containing 426 square feet, or 0.0098 acres, more or less.

SURVEYOR'S CERTIFICATION:

I hereby certify that this "Record Survey" was made under my responsible charge on August 30, 2001, and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61C17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3853



(IN FEET)
1 inch = 30 ft.

THE OCEAN CLUB - OCEAN TOWER TWO CABANA

Drawn By	REP
Ord. No.	011243
Rel. Dwg.	819B-006
Plotted:	9/4/01 4:38a

Record Survey - Cabana #606

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS AND MAPPERS
100 Northeast 180th Street / North Miami Beach, Florida, 33162
Ph. 305-853-4493 / Fax 305-853-9102

Date	August 30, 2001
Scale	1" = 30'
Job No.	9533/011243
Dwg. No.	1101A-006-6
Sheet	2 of 3

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

That **PHILLIP CAPRIO, JR.** has made, constituted and appointed, and by these presents do make, constitute and appoint, **HARVEY MATTEL OR JENNIFER SINGER** true and lawful attorney for him, and in his name, place and stead, to execute Quit Claim Deed, Owner's Affidavit, Assignment and Assumption of Cabana Lease, Closing Statement, and any other documents of any kind or nature required, as may be necessary to consummate the Assignment and Assumption of Cabana Lease to Resort Villa 307 LLC, a Florida limited liability company, located at 797 Crandon Boulevard, Cabana 606, Key Biscayne, Florida 33149, having a legal description of:

Cabana No. 606:

A portion of Tract "G" of FIRST ADDITION TO BISCAYNE KEY ESTATES, according to the Plat thereof, as recorded in Plat Book 53, Page 19, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

Commence at the Southwest corner of Tract "F" of said Plat of FIRST ADDITION TO BISCAYNE KEY ESTATES; thence N 89°25 '00" E along the South line of said Tract "F" also being the centerline of Sea View Drive and along the South line of said Tract "G" for 1,582.75 feet; thence departing said South line of Tract "G", N 00°35 '00" W at right angles to the previously described course for 735.96 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence N 01°26'33" W for 12.59 feet; thence N 88°50'28" E for 23.50 feet; thence S 06°14'02" E for 0.23 feet; thence N 86°42'28" E for 0.77 feet; thence N 03°18'56" W for 0.41 feet; thence N 87°22'52" E for 6.25 feet; thence N 02°37'08" W for 0.32 feet; thence N 86°30'46" E for 2.88 feet; thence S 03°29'14" E for 13.35 feet; thence S 86°30'46" W for 2.91 feet; thence N 02°39'42" W for 0.32 feet; thence S 87°20'18" W for 6.24 feet; thence N 02°28'58" W for 0.36 feet; thence S 87°19'02" W for 0.78 feet; thence S 03°29'21" E for 0.43 feet; thence S 88°50'28" W for 23.95 feet to the POINT OF BEGINNING.

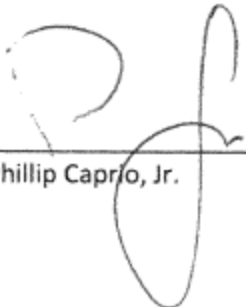
giving and granting unto **HARVEY MATTEL OR JENNIFER SINGER**, said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as he might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that **HARVEY MATTEL OR JENNIFER SINGER**, said attorney or their substitute shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1 day of Jun, 2019.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

Mark W. Baxter
Witness

Mark Baxter
Print Name of Witness



Phillip Caprio, Jr.

[Signature]
Witness

Yaderkys Sarabia
Print Name of Witness

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 1 day of Jun, 2019, by Phillip Caprio, Jr. who is personally known to me or who has produced identification as shown below.

My Commission Expires: 05/26/2023

My Commission No: GG139461

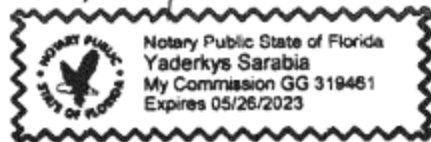
[Signature]
Notary Public
Yaderkys Sarabia
Print Name of Notary Public

Notary check one:

Person or Persons signing document personally known to me.

Person or Persons signing document provided the following form of identification:

Type: Driver license
Serial No: C1606797302150



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS

That **GISELA CAPRIO** has made, constituted and appointed, and by these presents do make, constitute and appoint, **HARVEY MATTEL OR JENNIFER SINGER** true and lawful attorney for her, and in her name, place and stead, to execute a Quit Claim Deed, Owner's Affidavit, Assignment and Assumption of Cabana Lease, Closing Statement, and any other documents of any kind or nature required, as may be necessary to consummate the Assignment and Assumption of Cabana Lease to Resort Villa 307 LLC, a Florida limited liability company, located at 797 Crandon Boulevard, Cabana 606, Key Biscayne, Florida 33149, having a legal description of:

Cabana No. 606:

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giving and granting unto **HARVEY MATTEL OR JENNIFER SINGER**, said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully, to all intents and purposes, as he might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that **HARVEY MATTEL OR JENNIFER SINGER**, said attorney or their substitute shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 1 day of Jun, 2019.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

Mark Baxter
Witness

Gisela Caprio
Gisela Caprio

Mark Baxter
Print Name of Witness

[Signature]
Witness
Yaderkys Sarabia
Print Name of Witness

STATE OF FLORIDA
COUNTY OF Miami-Dade

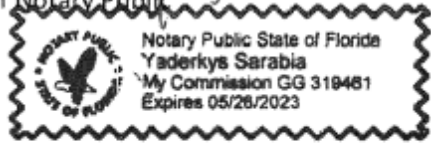
The foregoing instrument was acknowledged before me this 1 day of Jun, 2019, by Gisela Caprio who is personally known to me or who has produced identification as shown below.

My Commission Expires:
My Commission No: GG 319461

[Signature]
Notary Public
Yaderkys Sarabia
Print Name of Notary Public

Notary check one:

- Person or Persons signing document personally known to me.
- Person or Persons signing document provided the following form of identification:



Type: Driver license
Serial No: C160 289756240