

MEMORANDUM

Special Item No. 2

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 26, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving a Temporary Easement Agreement between Miami-Dade County and the City of Miami Beach which grants to Miami-Dade County, for a 28- month period, the use of three temporary easement areas owned by the City of Miami Beach and located at 46th, 53rd and 65th Streets for access and staging to renourish multiple eroded areas of Miami Beach and which provides for payment by the County to the City in an amount not to exceed \$663,000.00, based in part on the number of parking spaces used, per day, to compensate the City of Miami Beach for loss of parking revenue; and authorizing the County Mayor to execute same and exercise the provisions contained therein

Resolution No. R-239-21

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum



Date: March 26, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Approving a Temporary Easement Agreement between Miami-Dade County and the City of Miami Beach for Beach Renourishment Purposes Which Provides for Payment by Miami-Dade County to the City of Miami Beach in an Amount Not to Exceed \$663,000.00 to Compensate the City of Miami Beach for Loss of Parking Revenue; and Authorizing the County Mayor or County Mayor's Designee to Execute said Temporary Easement Agreement and Exercise All Provisions Contained Therein

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the Temporary Easement Agreement between Miami-Dade County and the City of Miami Beach, in substantially the form attached as Attachment 1 to the resolution. The Temporary Easement Agreement between Miami-Dade County and the City of Miami Beach will grant to Miami-Dade County the non-exclusive access and use of a staging area on City property, located at the beachfront parking lots at 46th Street, 53rd Street, and 65th Street in order to provide access to the County or its designee to place sand for a United States Army Corps of Engineers (Army Corps) beach renourishment project. This Temporary Easement Agreement grants to Miami-Dade County, for a 28-month period, the use of three Temporary Easement Areas owned by the City of Miami Beach for necessary beach access and staging to renourish multiple eroded areas along the shoreline of Miami Beach and will require payment by the County to the City in an amount not to exceed \$663,000.00 to compensate the City of Miami Beach for lost parking revenue, to the extent that the City's bond obligations for said parking spaces are unmet for the relevant time period. The attached resolution would also authorize the County Mayor or the County Mayor's designee to execute the Temporary Easement Agreement and exercise the provisions contained therein.

Scope

The three areas included in the Temporary Easement Agreement are located along Miami Beach in Commission District 5, which is represented by Commissioner Eileen Higgins.

Fiscal Impact/Funding Source

Under the proposed Temporary Easement Agreement, the County is required to pay the City of Miami Beach for the loss of parking revenue at the parking areas located at 53rd Street and 65th Street. The area included in the Temporary Easement Agreement at 46th Street does not occupy parking spaces, and therefore, does not have a requirement of payment under the Temporary Easement Agreement. The maximum payment by the County of \$663,000.00 is based on the 28-month term of the Temporary Easement Agreement. Furthermore, the Temporary Easement Agreement states that if revenues have been received by the City of Miami Beach that meet their bond obligations for said parking spaces for the relevant time period, no payment shall be required by the County. However, if the City of Miami Beach's bond revenue obligations for said parking spaces are not met for the relevant time period, but the bond revenue deficit is less than the payment that would otherwise be required for said parking spaces for the relevant time period, then only the amount of the bond revenue deficit shall be due. The actual amount to be paid, not to exceed \$663,000.00, shall be paid from the Capital Beach Erosion Mitigation and Renourishment Program 2000000344, Project Site 3003140,

Fund CO 310, Subfund 310, Index code CPE310PECMB. The available balance as of February 28, 2021 is \$2,993,574.

Track Record/Monitor

The Assistant Director for the Division of Environmental Resources Management in the Department of Regulatory and Economic Resources (RER-DERM), Lee Hefty, will monitor the beach renourishment projects.

Background

On February 9, 2018, the U.S. Congress enacted Title IV, Division B of the Bipartisan Budget Act of 2018, which authorized a cycle of beach nourishment for the Dade County Beach Erosion Control and Hurricane Protection Project in an amount up to \$158,300,000.00 at 100 percent federal expense. Because the two existing federal beach protection project agreements require Miami-Dade County to pay a percentage of the total cost, a new agreement was required. The Project Partnership Agreement between the Department of the Army and Miami-Dade County to conduct nourishment for the Dade County Beach Erosion Control and Hurricane Protection Project at full federal expense was approved by the Board under Resolution No. R-9-19 on January 23, 2019 and was fully executed on February 1, 2019.

Under the new Project Partnership Agreement, the Army Corps planned five phases of beach renourishment work in Miami-Dade County. The fifth and final phase, the Army Corps Supplemental Contract E, or the Miami Beach 2021 Renourishment Project, is estimated between \$40 million and \$50 million and is scheduled to place up to 900,000 cubic yards of sand along the shoreline of Miami Beach.

Pursuant to the federally authorized Dade County Beach Erosion Control and Hurricane Protection Project Agreement, Miami-Dade County, as the Local Sponsor, is required to acquire additional real property interests needed for the beach renourishment work, as determined by the Army Corps. The Army Corps has requested that the County acquire the real property interests contained in the Temporary Easement Agreement, and then once acquired by the County, the Army Corps will require the County to certify those real property interests to the Army Corps for the Miami Beach 2021 Renourishment Project. Therefore, Miami-Dade County has proposed the attached Temporary Easement Agreement with the City of Miami Beach that will allow the County to certify three parking areas owned by the City of Miami Beach to the Army Corps for necessary beach access and staging to conduct the Miami Beach 2021 Renourishment Project. The proposed Temporary Easement Areas in Miami Beach are the 53rd Street Parking Lot, the 46th Street Parking Lot, and the 65th Street Parking Lot. These locations are shown in the Temporary Easement Agreement attached as Attachment 1 to the resolution.

The Temporary Easement Agreement states that authorization for the use of the parking spaces shall require payment by the County to the City of Miami Beach of up to \$10.00 per parking space per day for each day that such parking spaces are reserved and the required payment for such parking spaces shall not exceed \$442,000.00 for the 53rd Street Parking Lot and \$221,000.00 for the 65th Street Parking Lot. If revenues are received that meet the City of Miami Beach's bond obligations for said parking spaces for the relevant time period, no payment from the County will be required. If the bond revenue obligations for said parking spaces are not met for the relevant time period,

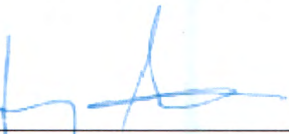
but the bond revenue deficit is less than the payment that would otherwise be required for said parking spaces for the relevant time period, then only the amount of the bond revenue deficit shall be due from the County.

The maximum payment by the County of \$663,000.00 is based on the 28-month term of the Temporary Easement Agreement.

The Army Corps has represented to the County that the deadline by which the Corps needs to receive the County’s real estate certifications is March 29, 2021, and delays in receiving the County’s real estate certifications beyond that date will be detrimental to the execution of the project and funds availability.

Delegation of Authority

The proposed resolution authorizes the County Mayor or County Mayor’s designee to execute the attached Temporary Easement Agreement, exercise the provisions contained therein, and take all actions to effectuate same.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 26, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Special Item No. 2

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved *Danielle Lerner* Mayor
Veto _____
Override _____

Special Item No. 2
3-26-21

RESOLUTION NO. R-239-21

RESOLUTION APPROVING A TEMPORARY EASEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF MIAMI BEACH WHICH GRANTS TO MIAMI-DADE COUNTY, FOR A 28- MONTH PERIOD, THE USE OF THREE TEMPORARY EASEMENT AREAS OWNED BY THE CITY OF MIAMI BEACH AND LOCATED AT 46TH, 53RD AND 65TH STREETS FOR ACCESS AND STAGING TO RENOURISH MULTIPLE ERODED AREAS OF MIAMI BEACH AND WHICH PROVIDES FOR PAYMENT BY THE COUNTY TO THE CITY IN AN AMOUNT NOT TO EXCEED \$663,000.00, BASED IN PART ON THE NUMBER OF PARKING SPACES USED, PER DAY, TO COMPENSATE THE CITY OF MIAMI BEACH FOR LOSS OF PARKING REVENUE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE THE PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves the Temporary Easement Agreement with the City of Miami Beach, in substantially the form attached hereto as Attachment I and made a part hereof, which grants to Miami-Dade County, for a 28-month period, the use of three temporary easement areas located at 46th, 53rd and 65th Streets owned by the City of Miami Beach in order to allow access and staging to renourish multiple eroded beach areas of Miami Beach, and which provides for payment by the County to the City of Miami Beach in an amount not to exceed \$663,000.00, based in part on the number of parking spaces used, per day, to compensate the City of Miami Beach for loss of parking revenue.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the Temporary Easement Agreement, in substantially the form attached as Attachment 1, for and on behalf of Miami-Dade County, to exercise the provisions contained therein, and to take all actions necessary to effectuate same.

Section 3. Pursuant to Resolution No. R-974-09, this Board (1) directs the County Mayor or County Mayor's designee to record the Temporary Easement Agreement in the Public Records of Miami-Dade County, Florida, and to provide a recorded copy of the instruments to the Clerk of the Board within 30 days of recordation, and (2) directs the Clerk of the Board to attach and permanently store a recorded copy together with this Resolution.

The foregoing resolution was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Jose "Pepe" Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	absent
Kionne L. McGhee	absent	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	absent		

The Chairperson thereupon declared this resolution duly passed and adopted this 26th day of March, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in blue ink, appearing to read "ASR", is written over a horizontal line.

Abbie Schwaderer-Raurell

ATTACHMENT 1

This instrument prepared by (and after
recording return to):

Gisela Nanson Torres
Senior Assistant City Attorney
City of Miami Beach
1700 Convention Center Drive
Fourth Floor
Miami Beach, Florida 33139

(Reserved for Clerk of the Court)

TEMPORARY EASEMENT AGREEMENT

This TEMPORARY EASEMENT AGREEMENT ("Agreement") is made and entered into as of the ____ day of ____ 2021 ("Effective Date"), by and between the City of Miami Beach, a municipal corporation of the State Florida (the "City"), with an address of 1700 Convention Center Drive, Miami Beach, Florida 33139, Attention: City Manager, and Miami-Dade County (the "County"), a political subdivision of the State of Florida, 111 NW 1st Street, Miami, Florida 33128.

RECITALS

- A. The City, the County, and the United States Army Corps of Engineers (the "Corps") have jointly coordinated to provide beach material in multiple eroded areas of Miami Beach (the "Joint Project"). Construction of the Federal Dade County Beach Erosion Control and Hurricane Protection Project was authorized by Section 203 of the Flood Control Acts of 1968, Public Law 90-483, as modified by Section 69 of the Water Resources Development Act of 1974, Public Law 93-251, and expanded under a separate authorization in Title I, Chapter IV of the Supplemental Appropriations Act of 1985, Public Law 99-88, and by Section 501 of the Water Resources Development Act of 1986, Public Law 99-662; and
- B. The Corps and the County have entered into a Project Partnership Agreement to undertake a cycle of periodic nourishment for the Joint Project, at full federal expense to the extent that appropriations provided in Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123, enacted February 9, 2018, are available and used for such purpose; and
- C. In furtherance of the Joint Project, the Corps requires the use of certain property owned by the City for access, and has requested that the County enter into this Agreement for same; and
- D. The City owns certain property, described or depicted in the attached Exhibit "A", and described as 53rd Street P-72 and Beachview Park (53rd Street Parking Lot), 46th Street P-71 and Indian Beach Park (46th Street Parking Lot), and 65th Street P-81 and Allison Park (65th Street Parking Lot) (collectively, the "Temporary Easement Areas" or the "Property"), that could be used for equipment staging and access in order to fulfill the goals of the Joint Project.

NOW, THEREFORE, in consideration of the premises, agreements and covenants set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the foregoing recitals are true and correct and further agree as follows:

- 1. The foregoing recitals are incorporated as if fully set forth herein.

2. The City hereby grants to Miami-Dade County, its successors, and assigns, for the use of the County, its agents, employees, contractors, representatives and licensees, for a 28 month period commencing on the Effective Date, the temporary, non-exclusive easement on, over, and upon the Temporary Easement Areas, subject to the terms, conditions, reservations and restrictions set forth herein, for the purpose of access, as well as all other work necessary or incidental to the construction of the Joint Project, including but not limited to borrow and/or deposit fill, erection and removal of temporary structures, staging of vehicles, equipment and materials, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles, in connection with the Joint Project. The only areas of the Property which can be utilized for ingress and egress are the areas of the Property labeled and described as "Access Area" in Exhibit "A". THE EASEMENT USE SHALL BE SUBJECT TO A CITY PUBLIC WORKS RIGHT-OF-WAY PERMIT PROCESS.
3. Assignment. The City acknowledges that any of the rights set forth herein may be assigned, in whole or in part, including but not limited to the County's assignment of this Agreement to the Corps, its agents, contractors, and employees, who shall be performing work and activities on the Property, and the rights and obligations of the parties shall inure to the benefit of and be binding upon their successors and assigns.
4. Parking. A City permit or City authorization shall be required for the actual parking spaces needed at the 53rd Street Parking Lot P-72 and the 65th Street Parking Lot P-81 identified in Exhibit "A", and such permit or authorization shall require payment to the City up of \$10.00 per parking space per day for each day that such parking spaces are reserved with the appropriate City department. In no event shall such reservation exceed either 52 parking spaces per day for the 53rd Street Parking Lot P-72 and 26 parking spaces per day for the 65th Street Parking Lot P-81 or 850 days, and the required payment for such parking spaces shall not exceed \$442,000 for the 53rd Street Parking Lot P-72 and \$221,000 for the 65th Street Parking Lot P-81. Notwithstanding anything stated herein, if revenues have been received by the City that meet the City's bond obligations for said parking spaces for the relevant time period, no payment shall be required. If the City's bond revenue obligations for said parking spaces are not met for the relevant time period, but the bond revenue deficit is less than the payment that would otherwise be required for parking spaces under this paragraph, then only the amount of the bond revenue deficit shall be due.
5. At the 46th Street Parking Lot - The County, and/or its designee, are precluded from using the Temporary Easement Area identified in Exhibit "A" during Art Basel (November 14, 2021 through December 14, 2021 and November 14, 2022 through December 14, 2022) as detailed in the contractor's specifications.
6. Enforcement. The parties shall resolve any disputes, controversies, or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes, as amended.
7. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.
8. Nothing in this Agreement, express or implied, is intended to (i) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (ii) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

EXECUTED as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

THE CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation of the State of Florida

Name: _____

By:
Name: _____

Name: _____

Title: _____

Attest:

By: _____, City Clerk
Rafael E. Granado

Approved as to form and language and for execution:

City Attorney Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by
_____, as _____, for the City of Miami Beach,
Florida.

By: _____
Signature of Notary Public

Printed, typed or stamp

My Commission Expires:

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Name: _____

Name: _____

Attest:

By: _____, County Clerk

Approved as to form and language and for execution:

County Attorney Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by
_____, as _____, for Miami-Dade County.

By: _____
Signature of Notary Public

Printed, typed or stamp

MIAMI-DADE COUNTY, FLORIDA, a
political subdivision of the State of Florida

By:
Name: _____

Title: _____

My Commission Expires:

EXHIBIT "A"

LOCATION OF TEMPORARY EASEMENT AREAS AND MAP

46TH STREET PARKING LOT

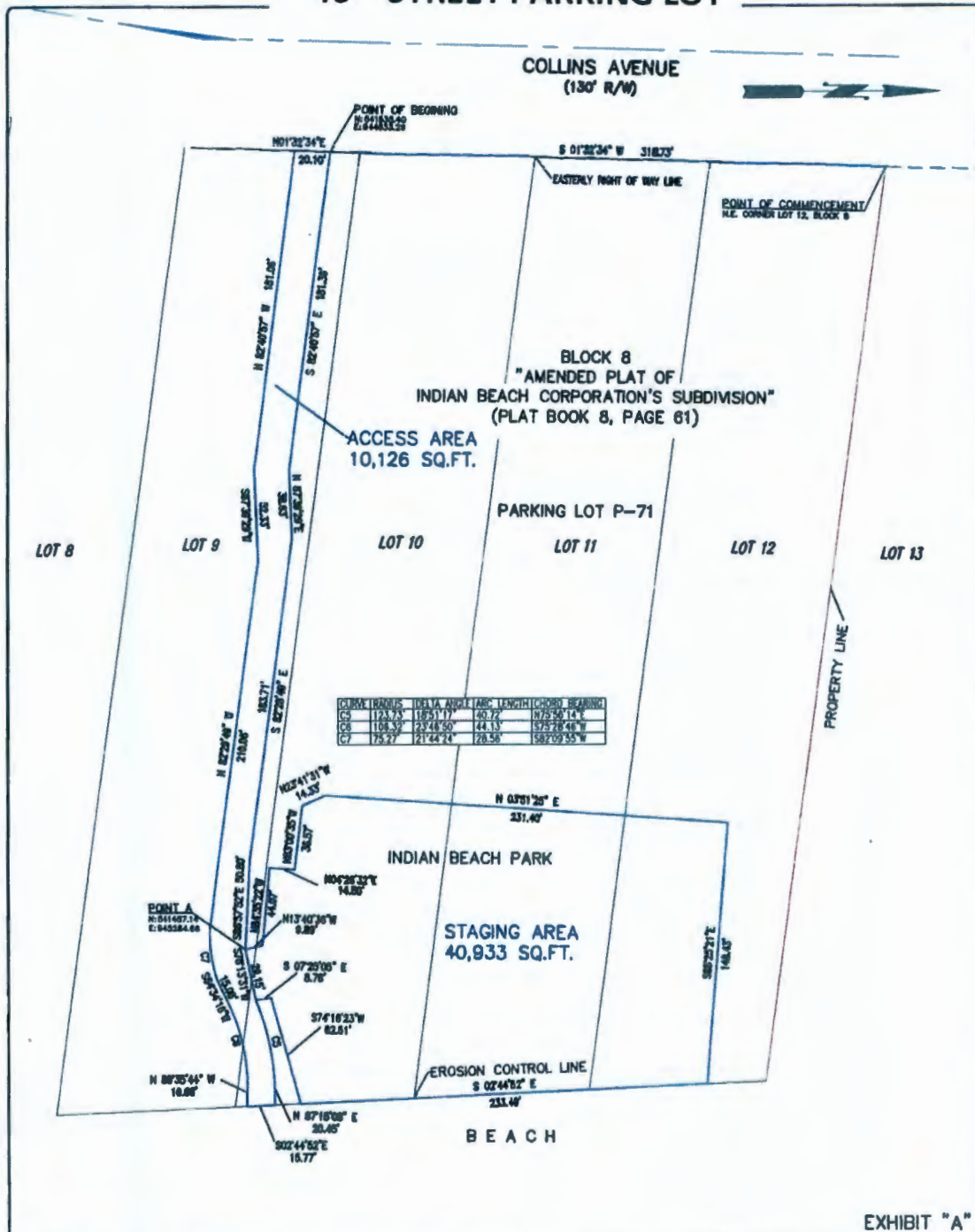


EXHIBIT "A"

MIAMI BEACH PUBLIC WORKS DEPARTMENT 1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139	ACCEPTED BY:	REVISED	TITLE:	SKETCH OF DESCRIPTION 46TH STREET P-71 AND INDIAN BEACH PARK ACCESS AREA AND STAGING AREA	AS2
	BRIAN T. BELLINO CITY SURVEYOR	DATE			

46TH STREET PARKING LOT

LEGAL DESCRIPTION:

BEING A PARCEL OF LAND LYING IN A PORTION OF LOTS 9, 10, 11, AND 12 BLOCK 8 "AMENDED PLAT OF THE INDIAN BEACH CORPORATIONS'S SUBDIVISION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 61, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ACCESS AREA:

COMMENCE AT THE NORTHWEST CORNER OF LOT 12, OF SAID "AMENDED PLAT OF THE INDIAN BEACH CORPORATION'S SUBDIVISION; THENCE S 01°32'34" W, ALONG THE WESTERLY RIGHT OF WAY LINE OF COLLINS AVENUE, A DISTANCE 318.73 FEET TO THE POINT OF BEGINNING; THENCE S 82°40'57" E A DISTANCE OF 181.39 FEET; THENCE N 87°39'29" E A DISTANCE OF 38.63 FEET; THENCE S 82°28'49" E A DISTANCE OF 183.71 FEET; THENCE S 86°57'52" E A DISTANCE OF 50.80 FEET TO A POINT HEREINAFTER REFER TO AS POINT "A"; THENCE S 78°13'32" W A DISTANCE OF 29.15 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 123.73 FEET, A CHORD WHICH BEARS N 75°56'14" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°51'17" A DISTANCE OF 40.72 FEET; THENCE N 87°15'08" E TO THE INTERSECTION WITH THE EROSION CONTROL LINE, A DISTANCE OF 20.45 FEET; THENCE S 02°44'52" E ALONG THE EROSION CONTROL LINE A DISTANCE OF 15.77 FEET; THENCE N 89°35'44" W A DISTANCE OF 16.86 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTH HAVING A RADIUS OF 108.32 FEET, A CHORD WHICH BEARS S 75°28'46" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°46'50" A DISTANCE OF 44.13 FEET; THENCE S 64°34'18" W A DISTANCE OF 15.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 75.27 FEET, A CHORD WHICH BEARS S 82°09'55" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°44'24" A DISTANCE OF 28.56 FEET; THENCE N 82°29'49" W A DISTANCE OF 210.06 FEET; THENCE S 87°39'29" W A DISTANCE OF 52.33 FEET; THENCE N 82°40'57" W TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF COLLINS AVENUE, A DISTANCE OF 181.06 FEET; THENCE N 01°32'34" E ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF COLLINS AVENUE, A DISTANCE OF 20.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,126 SQUARE FEET OR 0.2 ACRES MORE OR LESS.

STAGING AREA:

BEGIN AT SAID POINT "A"; THENCE N 13°40'36" W A DISTANCE OF 9.89 FEET; THENCE N 84°35'22" W A DISTANCE OF 44.07 FEET; THENCE N 04°26'32" E A DISTANCE OF 14.50 FEET; THENCE N 83°00'35" W A DISTANCE OF 36.57 FEET; THENCE N 23°41'31" W A DISTANCE OF 14.33 FEET; THENCE N 03°51'25" E A DISTANCE OF 231.40 FEET; THENCE S 85°25'21" E, TO THE INTERSECTION WITH THE EROSION CONTROL LINE, A DISTANCE OF 148.43 FEET; THENCE S 02°44'52" E, ALONG THE EROSION CONTROL LINE, A DISTANCE OF 233.49 FEET; THENCE S 74°16'23" W A DISTANCE OF 62.51 FEET; THENCE S 07°25'05" E A DISTANCE OF 8.78 FEET; THENCE N 78°13'31" E A DISTANCE OF 29.15 FEET TO POINT "A" SAID POINT ALSO BEGINNING THE POINT OF BEGINNING.

CONTAINING 40,933 SQUARE FEET OR 0.9 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A "BOUNDARY SURVEY", THIS IS ONLY A GRAPHIC REPRESENTATION (SKETCH) OF THE LEGAL DESCRIPTION SHOWN HEREON.
2. BEARINGS SHOWN ARE RELATIVE TO THE EROSION CONTROL LINE WHICH IS ASSUMED TO BEAR S02°44'52"E.
3. LAND SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAYS OF RECORDS AND A TITLE REPORT WAS NOT PERFORMED FOR SAID LANDS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THIS "SKETCH AND LEGAL DESCRIPTION" IS CORRECT AND MEETS THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING IN THE STATE FLORIDA AS SET FORTH IN CHAPTER 472.027 (F.S.) AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

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

04/29/2019

DATE



BRIAN T. BELLINO, PSM
CITY SURVEYOR MANAGER
SURVEYOR AND MAPPER #4973
STATE OF FLORIDA

MIAMI BEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENT CREEK CENTER DRIVE, MIAMI BEACH, FL 33139

ACCEPTED BY:


BRIAN T. BELLINO
CITY SURVEYOR

REVISED


BRIAN T. BELLINO
CITY SURVEYOR

TITLE:

LEGAL DESCRIPTION, SURVEYOR'S NOTES
AND CERTIFICATION
46TH STREET P-71 AND INDIAN BEACH PARK
ACCESS AREA AND STAGING AREA

AS1

53RD STREET PARKING LOT

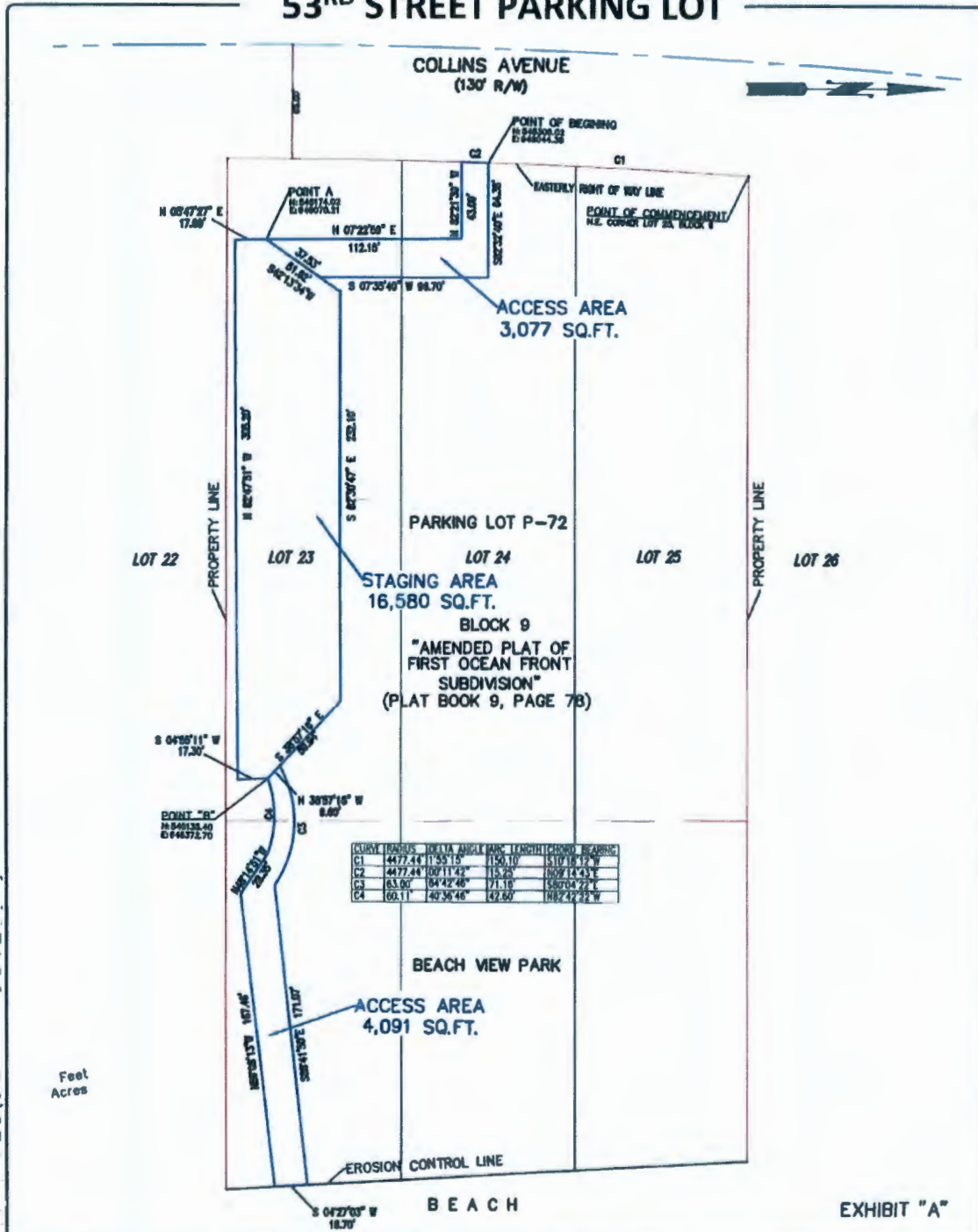


EXHIBIT "A"

MIAMI BEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENT ROAD, SUITE 100, MIAMI BEACH, FL 33138

ACCEPTED BY

REVISED

DATE

SKETCH OF DESCRIPTION

53RD STREET P-72 AND BEACH VIEW PARK

ACCESS AND STAGING AREAS

AS4

BRIAN T. BELLINO
CITY SURVEYOR

53RD STREET PARKING LOT

LEGAL DESCRIPTION:

BEING A PARCELS OF LAND LYING IN A PORTION OF LOTS 23, 24, AND 25 BLOCK 9, "AMENDED PLAT OF FIRST OCEAN FRONT SUBDIVISION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 78, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ACCESS AREA:

COMMENCE AT THE NORTHWEST CORNER OF LOT 25, OF SAID "AMENDED PLAT OF FIRST OCEAN FRONT SUBDIVISION", SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE TO THE EAST, A CHORD WHICH BEARS S 10°18'12" E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY RIGHT OF WAY LINE OF COLLINS AVENUE, THROUGH A CENTRAL ANGLE OF 01°55'15" A DISTANCE OF 150.10 FEET TO THE POINT OF BEGINNING; THENCE S 82°32'40" E A DISTANCE OF 64.38 FEET; THENCE S 07°35'40" W A DISTANCE OF 96.70 FEET; THENCE S 42°13'34" W A DISTANCE OF 37.53 FEET TO POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE N 07°22'58" E A DISTANCE OF 112.15 FEET; THENCE N 82°21'38" W TO THE INTERSECTION WITH THE SAID EASTERLY RIGHT OF WAY LINE OF COLLINS AVENUE, DISTANCE OF 43.08 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 4477.44 FEET, A CHORD WHICH BEARS N 09°14'43" E; THENCE NORTHERLY EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°11'42" A DISTANCE OF 15.25 FEET TO THE POINT OF BEGINNING;

CONTAINING 3,077 SQUARE FEET OR 0.1 ACRES MORE OR LESS.

STAGING AREA:

BEGIN AT POINT "A"; THENCE N 42°13'34" E A DISTANCE OF 51.82 FEET; THENCE S 82°30'47" E A DISTANCE OF 232.10 FEET; THENCE S 38°37'16" E A DISTANCE OF 58.94 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "B"; THENCE S 04°55'11" W A DISTANCE OF 17.30 FEET; THENCE N 82°47'51" W A DISTANCE OF 305.20 FEET; THENCE N 05°47'27" E A DISTANCE OF 17.68 FEET TO POINT "A" SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINING 16,580 SQUARE FEET OR 0.4 ACRES MORE OR LESS:

ACCESS AREA:

BEGIN AT POINT "B"; THENCE N 38°37'16" W A DISTANCE OF 9.80 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 63.00 FEET, A CHORD WHICH BEARS S 80°04'22" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°42'48" A DISTANCE OF 71.18 FEET; THENCE S 88°41'50" E A DISTANCE OF 171.07 FEET TO THE INTERSECTION WITH THE EROSION CONTROL LINE; THENCE S 04°27'03" W, ALONG THE EROSION CONTROL LINE, A DISTANCE OF 18.70 FEET; THENCE N 89°06'13" W A DISTANCE OF 167.48 FEET; THENCE N 48°14'51" W A DISTANCE OF 28.38 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 60.11 FEET, A CHORD WHICH BEARS N 82°42'22" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°38'48" A DISTANCE OF 42.60 FEET TO POINT "B" SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINING 4,081 SQUARE FEET OR 0.1 ACRES MORE OR LESS..

SURVEYOR'S NOTES:

1. THIS IS NOT A "BOUNDARY SURVEY". THIS IS ONLY A GRAPHIC REPRESENTATION (SKETCH) OF THE LEGAL DESCRIPTION SHOWN HEREON.
2. BEARINGS SHOWN ARE RELATIVE TO THE EROSION CONTROL LINE WHICH IS ASSUMED TO BEAR S04°27'03"W.
3. LAND SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAYS OF RECORDS AND A TITLE REPORT WAS NOT PERFORMED FOR SAID LANDS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THIS "SKETCH AND LEGAL DESCRIPTION" IS CORRECT AND MEETS THE STANDARD OF PRACTICE FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH IN CHAPTER 472.027 (F.S.) AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

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

04/29/2019

DATE


BRIAN T. BELLINO, PSM
CITY SURVEYOR MANAGER
SURVEYOR AND MAPPER #4973
STATE OF FLORIDA

MIAMI BEACH
PUBLIC WORKS DEPARTMENT
1100 COLLINS AVENUE CENTER DRIVE, MIAMI BEACH, FL 33138

ACCEPTED BY:


BRIAN T. BELLINO
CITY SURVEYOR

REVISED
BY:

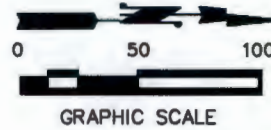
TITLE
LEGAL DESCRIPTION, SURVEYOR'S NOTES
AND CERTIFICATION
53RD STREET P-72 AND BEACH VIEW PARK
ACCESS AND STAGING AREAS

AS3

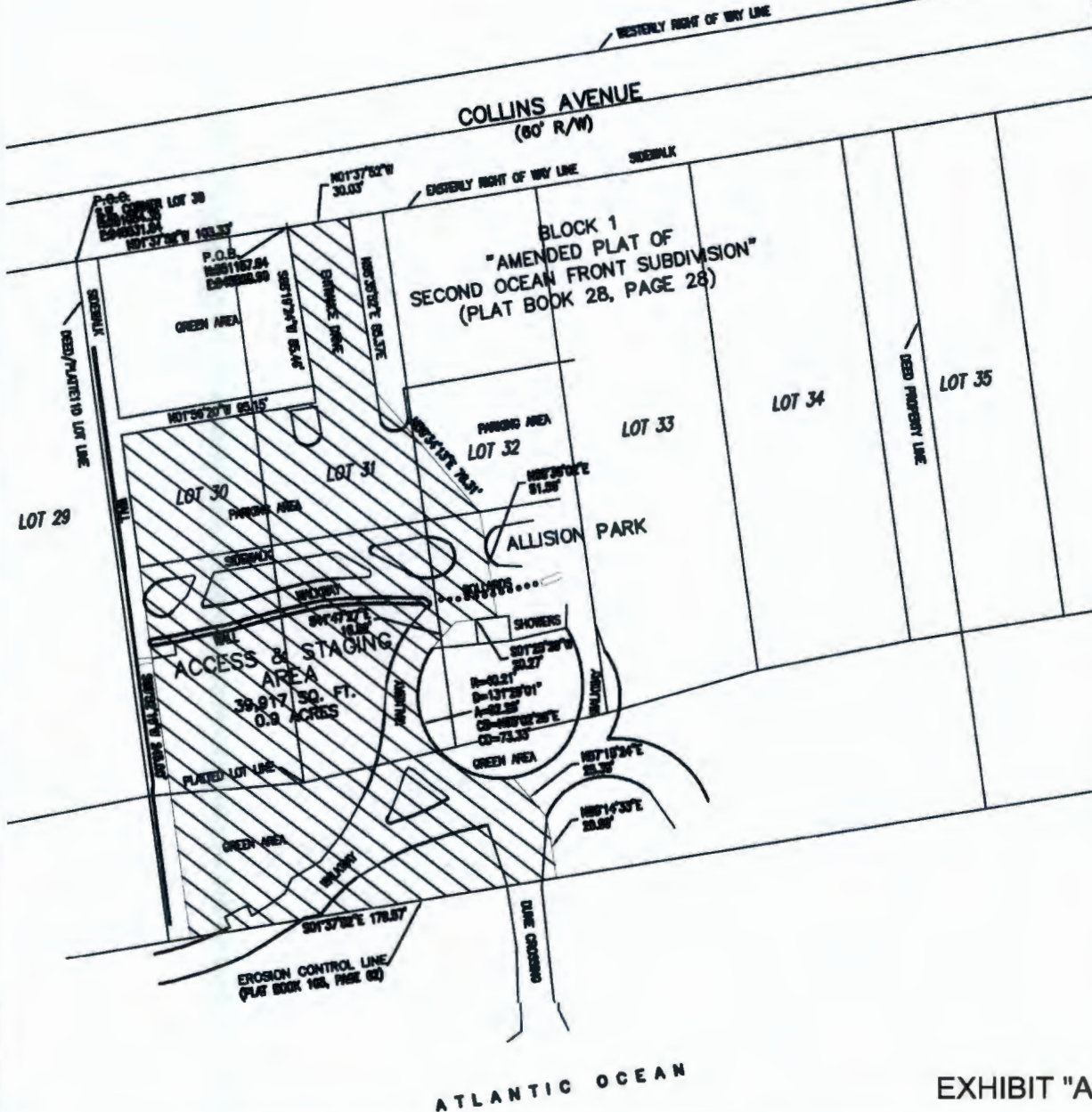
65th STREET PARKING LOT

LEGEND & ABBREVIATIONS:

POC	POINT OF COMMENCEMENT	R=	RADIUS
POB	POINT OF BEGINNING	D=	DELTA/CENTRAL ANGLE
R/W	RIGHT-OF-WAY	A=	ARC DISTANCE
N:	NORTHING COORDINATE	CB=	CHORD BEARING
E:	EASTING COORDINATE	CD=	CHORD DISTANCE
SQ.FT.	SQUARE FEET	PG.	PAGE



65th STREET
(60' R/W)



MIAMI BEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139

ACCEPTED BY:

REVISED
B.T.S.

TITLE:

SKETCH OF DESCRIPTION
ALLISON PARK - ACCESS & STAGING AREA
COLLINS AVE / 65TH STREET

AS5

THE AREAS LABELED "PARKING AREA" IN THE ABOVE SKETCH IDENTIFY PARKING LOT P-81

65th STREET PARKING LOT

EXHIBIT "A"

LEGAL DESCRIPTION:

BEING AN ACCESS AND STAGING AREA, LYING IN A PORTION OF LOTS 30, 31, AND 31 BLOCK 1, "AMENDED PLAT OF SECOND OCEAN FRONT SUBDIVISION" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 28, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 30 OF SAID "AMENDED PLAT OF SECOND OCEAN FRONT SUBDIVISION", SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY OF COLLINS AVENUE; THENCE N 01°37'32" W ALONG THE EASTERLY RIGHT OF WAY LINE OF COLLINS AVENUE A DISTANCE OF 103.33 FEET TO THE POINT OF BEGINNING; THENCE N 01°37'32" W CONTINUE ALONG THE EASTERLY RIGHT OF WAY LINE OF COLLINS AVENUE A DISTANCE OF 30.03 FEET; THENCE N 88°35'52" E A DISTANCE OF 85.37 FEET; THENCE N 56°34'13" E A DISTANCE OF 76.31 FEET; THENCE N 88°36'02" E A DISTANCE OF 51.56 FEET; THENCE S 01°25'29" W A DISTANCE OF 20.27 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 40.21 FEET, THE CHORD WHICH BEARS N 85°02'26" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 131°29'01" A DISTANCE OF 92.28 FEET; THENCE N 57°15'24" E A DISTANCE OF 25.38 FEET; THENCE N 88°14'33" E TO THE INTERSECTION WITH THE "EROSION CONTROL LINE" AS RECORDED IN PLAT BOOK 105 PAGE 6 A DISTANCE OF 29.99 FEET; THENCE S 01°37'32" E ALONG SAID "EROSION CONTROL LINE" A DISTANCE OF 179.57 FEET; THENCE S 89°52'19" W A DISTANCE OF 245.00 FEET; THENCE N 01°56'20" W A DISTANCE OF 95.15 FEET; THENCE S 88°19'24" W TO THE INTERSECTION WITH THE SAID EASTERLY RIGHT OF WAY LINE OF COLLINS AVENUE A DISTANCE OF 85.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 38,917 SQUARE FEET OR 0.9 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A "BOUNDARY SURVEY". THIS IS ONLY A GRAPHIC REPRESENTATION (SKETCH) OF THE LEGAL DESCRIPTION SHOWN HEREON.
2. BEARINGS SHOWN ARE RELATIVE TO THE EASTERLY RIGHT OF WAY OF COLLINS AVE ACCORDING TO THE FLORIDA DEPARTMENT RIGHT OF WAY MAP WHICH IS REFERENCED TO BEAR N01°37'52"W.
3. OWNERSHIP IS SUBJECT TO OPINION OF TITLE. THE LAND SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS AND/OR RIGHTS OF WAYS OF RECORDS A TITLE REPORT WAS NOT PERFORMED FOR SAID LANDS.
4. COORDINATES SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN DATUM OF 83/2011.
5. EXHIBIT "A" CONSISTS OF TWO SHEETS, SHEET AS5 AND AS6. THIS DOCUMENT IS NOT FULL AND COMPLETE WITHOUT ALL SHEETS.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THIS "SKETCH AND LEGAL DESCRIPTION" IS CORRECT AND MEETS THE STANDARD OF PRACTICE FOR SURVEYING AND MAPPING IN THE STATE OF FLORIDA AS SET FORTH IN CHAPTER 472.027 (F.S.) AND CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY BRIAN T. BELLINO, PSM No. 4973 ON March 4, 2021.



B. T. Bellino 3/4/21
DATE
BRIAN T. BELLINO, PSM
CITY SURVEYOR MANAGER
SURVEYOR AND MAPPER #4973
STATE OF FLORIDA

MIAMI BEACH
PUBLIC WORKS DEPARTMENT
SOUTHERN AVENUE, MIAMI BEACH, FL 33139

ACQUITTED BY
SPEC. OFF. OF
CITY SURVEYOR

REVIEWED
B.T.B.

LEGAL DESCRIPTION & NOTES
ALLISON PARK - ACCESS & STAGING AREA
COLLINS AVE / 65TH STREET

AS6