

Date: April 18, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(O)(1)

From: Daniella Levine Cava
Mayor

Resolution No. R-370-23

Subject: Resolution Ratifying an Interlocal Agreement between the City of Miami, the City of Miami's Tenants on Watson Island, and Miami-Dade County Related to an Emergency Project for Relocation of a 36-Inch Water Main

EXECUTIVE SUMMARY

On September 23, 2022, Miami-Dade County, through the Miami-Dade Water and Sewer Department ("WASD"), declared an emergency to mitigate the risk of potential significant damage to a critical 36-inch water transmission main that serves as the primary source of drinking water and fire flow protection for the City of Miami (the "City") and the City of Miami Beach. A copy of the County's Emergency Declaration is attached hereto as Exhibit 1.

The existing water main, located under the SR 836/I-395/I-95 Interchange, was identified by the Florida Department of Transportation ("FDOT") to be in conflict with the foundation for the I-395 Signature Bridge Project and, therefore, needed to be relocated in order to avoid detrimental impacts to the water supply and, in turn, the public's health and safety.

To mitigate the risk, WASD negotiated an Interlocal Agreement with the City and its tenants on Watson Island: (1) to grant the County two (2) temporary construction easements as well as future permanent easements needed for the water main relocation, and (2) to lay out the conditions for the County contractor's work on Watson Island (the "Interlocal Agreement"). A copy of the Interlocal Agreement is attached hereto as Exhibit 2. In addition, the County activated a pool of pre-qualified vendors to competitively procure the relocation of the water main through RTQ-00298, and, after a competitive process, entered into a contract with Lanzo Construction Co., Florida ("Lanzo"), Contract W-20044, to perform the water main relocation work for \$8,151,174.00.

The attached resolution seeks ratification of the Interlocal Agreement by the Board of County Commissioners (the "Board").

RECOMMENDATION

It is recommended that, pursuant to sections 2-9 and 2-10 of the Code of Miami-Dade County, the Board ratify the actions of the County Mayor or County Mayor's designee for the emergency project. Specifically, it is requested that the Board ratify the Interlocal Agreement with the City and its tenants.

SCOPE

This Interlocal Agreement involves installing a 36-inch water main under Biscayne Bay to replace an existing 36-inch water main that provides water to the Cities of Miami and Miami Beach and will impact several Commission districts, including District 3 represented by Commissioner Keon Hardemon; District 5 represented by Commissioner Eileen Higgins; and District 4 represented by Commissioner Micky Steinberg.

DELEGATION OF AUTHORITY

Upon the Board's ratification of the Interlocal Agreement, the County Mayor or County Mayor's designee may continue to exercise all provisions within the Interlocal Agreement, including termination provisions; may accept/release temporary construction easements; and may accept a permanent easement for the relocated water main.

FISCAL IMPACT/FUNDING SOURCE

There will be no fiscal impact to the County related to the Interlocal Agreement because the City and the City's tenants will grant the County all easements needed at no cost.

TRACKING AND MONITORING

WASD Assistant Director of Utility Engineering, Nelson Perez-Jacome, P.E., will oversee the Interlocal Agreement.

BACKGROUND

An existing WASD-owned 36-inch ductile iron water main currently crosses underneath the 395 Interstate (I-395) and runs along the MacArthur Causeway to Miami Beach. This critical transmission main serves as the primary source of water supply and fire flow protection to the downtown Miami area and the South Beach neighborhood. The WASD-owned water main will soon be in conflict with the FDOT Signature Bridge Project and needed to be relocated no later than February 28, 2023.

The relocation of the 36-inch water main requires utilization of horizontal directional drilling ("HDD") technology to route the replacement water main under Biscayne Bay. This methodology requires the excavation of two pits—one near Dan Paul Plaza and the other on Watson Island at 980 MacArthur Causeway. Because the City is the owner of the Watson Island site, WASD needed to obtain two (2) temporary construction easements from the City. Through the Interlocal Agreement, the City granted the County the two (2) temporary non-exclusive construction easements needed on the City property. The two temporary construction easements are attached to the Interlocal Agreement as Exhibits B and C. The Interlocal Agreement also includes various conditions that the County's contractor needed to follow for its work on Watson Island to avoid disrupting the businesses being operated by the City's tenants on Watson Island.

WASD intends to complete the water main relocation and connection by no later than February 28, 2023, and all ancillary work by no later than September 26, 2023. Once the project has been completed, the City will grant the County the permanent utility easements needed for the new relocated water main.

Attachments



Jimmy Morales
Chief Operations Officer

Cruz, Margarita (WASD)

From: Perez-Jacome, Nelson L. (WASD)
Sent: Thursday, March 9, 2023 1:45 PM
To: Aranguiz-Cueto, Marisela (WASD)
Cc: Morejon, Maria (WASD); Cruz, Margarita (WASD); Aguiar, Grethel (WASD)
Subject: FW: Emergency Declaration for the Relocation of the 36-Inch Water Main Located Under the I-395
Attachments: Emergency Directional Drill .pdf

FYI

Nelson Perez-Jacome, P.E., Assistant Director
Utility Engineering
Miami-Dade Water and Sewer Department
3575 S Le Jeune Rd., Miami, FL 33133
Phone: 786-552-8398 | Fax: 786-552-8639
Email: nelson.perez-jacome@miamidade.gov
www.miamidade.gov/water
Connect With Us on [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Perez-Jacome, Nelson L. (WASD)
Sent: Friday, September 23, 2022 4:15 PM
To: Coley, Roy (WASD) <Roy.Coley@miamidade.gov>; Aranguiz, Marisela (WASD) <Marisela.Aranguiz@miamidade.gov>
Cc: Rivera, Reinaldo J. (WASD) <Reinaldo.Rivera@miamidade.gov>; Curiel, Juan A. (WASD) <Juan.Curiel@miamidade.gov>; Adams, Paul (WASD) <Paul.Adams@miamidade.gov>; Palomo, Patty D. (WASD) <Patty.Palomo@miamidade.gov>; Charran, David (WASD) <David.Charran@miamidade.gov>; Vazquez, David (WASD) <David.Vazquez@miamidade.gov>; Cotarelo, Antonio (WASD) <Antonio.Cotarelo@miamidade.gov>; Martinez, Francisco J. (WASD) <Francisco.Martinez2@miamidade.gov>
Subject: Emergency Declaration for the Relocation of the 36-Inch Water Main Located Under the I-395

Good Afternoon,

WASD is declaring an emergency, wherein swift action is necessary, to prevent detrimental impacts to the health and safety of the public.

A 36-inch water main, located under the I-395, has been identified by FDOT to be in conflict with the Signature Bridge Project, specifically with the bridge's structural foundation. The watermain serves as the primary transmission line for the South Beach neighborhood, as well as providing water supply to the Downtown Miami area. Should this watermain be placed out of service, WASD will not be able to provide fire flows to downtown Miami and Miami Beach. Additionally, WASD's ability to provide safe drinking water to Downtown Miami and Miami Beach will be severely impeded. In order to mitigate this issue, the 36-inch water main must be relocated. The attached document shows a conceptual overview of the planned relocation, along with pertinent folio numbers of the impacted properties.

An immediate contract to relocate this watermain is required. The contract will establish a new, subaqueous, crossing from a site near the FTX Arena to Watson Island. We will proceed by utilizing a pool of pre-qualified bidders - RTQ-00298, Trenchless Pipe Installation and Pipe Rehabilitation. Depending on site constraints and proposed site use, the alignment of the drill may vary from what is depicted in the attachment. Thus, Engineering is working with the City of

Miami to identify the exact location of the pipeline and tie-in on Watson Island. Engineering also working with Intergovernmental Affairs should an easement be required for the green area west of the FTX Arena – this area is owned by Miami Dade County.

Although this contract is being done as an emergency, we will coordinate ahead of time with all agencies that have jurisdiction over the installation of this pipe, including DERM, DOH, ACoE, MDTPW, and FEC. This emergency work must be completed by February 2023. By declaring this emergency, WASD can continue to provide drinking water and appropriate fire flows to Downtown Miami and Miami Beach while protecting the health, safety, and welfare of the community in accordance with Implementing Order 3-38, Emergency Purchases.

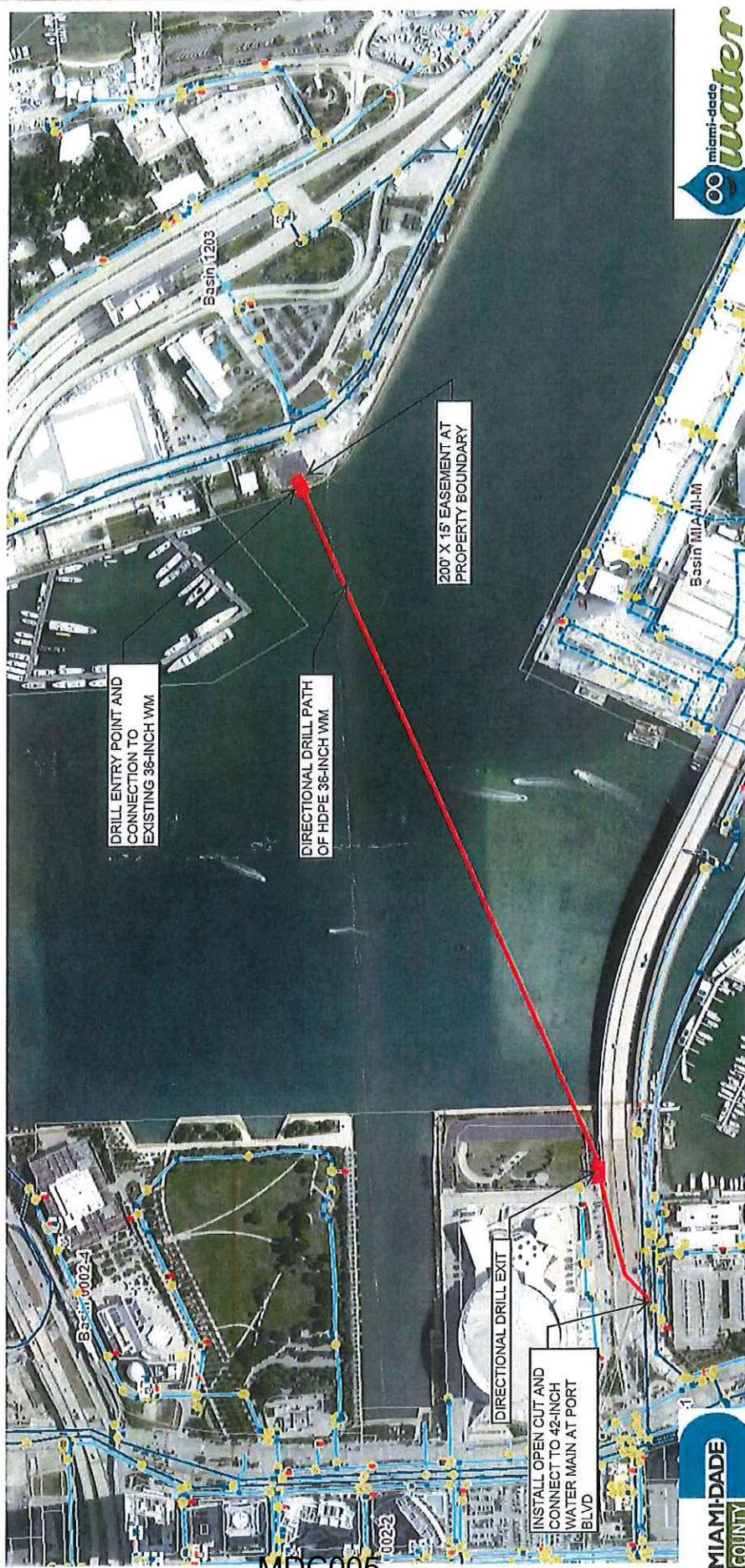
Should you have any questions regarding this emergency, please do not hesitate to contact me.

Sincerely,

Nelson Perez-Jacome, P.E., Assistant Director
Utility Engineering
Miami-Dade Water and Sewer Department
3575 S Le Jeune Rd., Miami, FL 33133
Phone: 786-552-8398 | Fax: 786-552-8639
Email: nelson.perez-jacome@miamidade.gov
www.miamidade.gov/water
Connect With Us on [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



MDC005

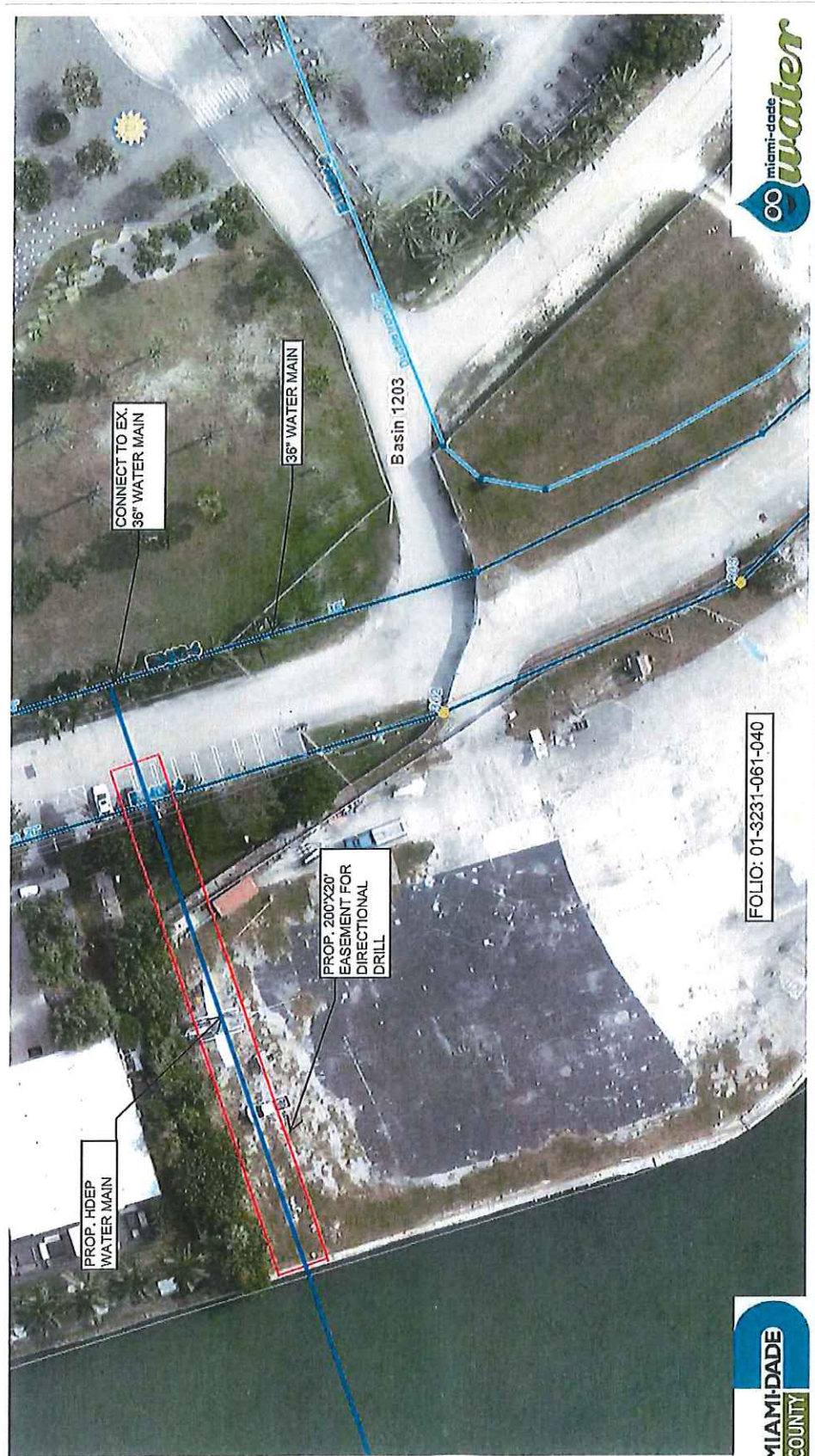
MIAMI-DADE
COUNTY

OPTION 1 FOR EASEMNTN AT PROPERTY BOUNDARY

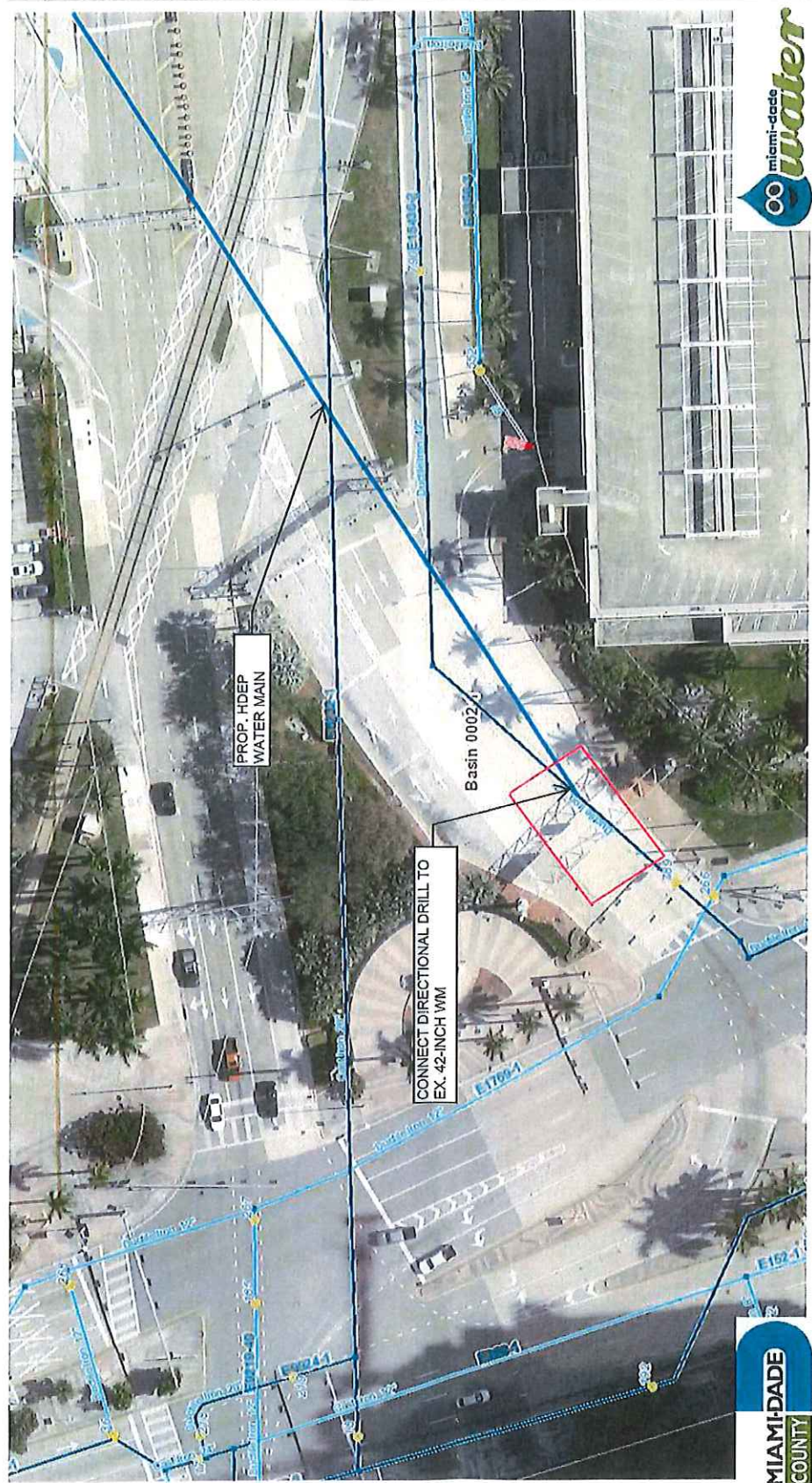


MDC006

OPTION 2 FOR EASEMNTN AT PROPERTY BOUNDARY



DIRECTIONAL DRILL CONNECTION



DIRECTIONAL DRILL PATH AT ARENA PROPERTY

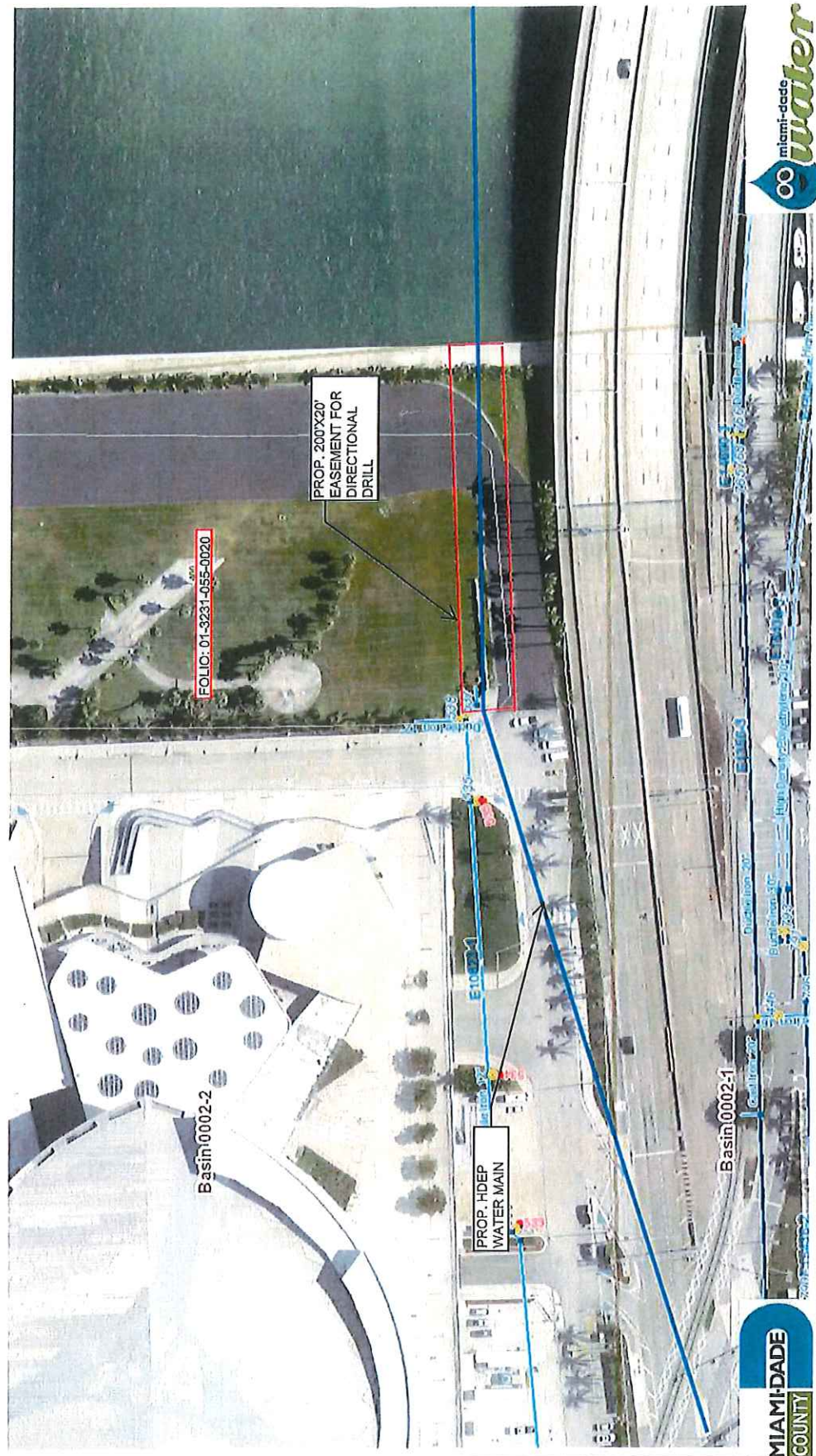


EXHIBIT 2

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF MIAMI
AND
MIAMI-DADE COUNTY
FOR TEMPORARY CONSTRUCTION EASEMENTS
RELATED TO EMERGENCY 36-INCH WATER MAIN**

This INTERLOCAL AGREEMENT ("Agreement"), made and entered into this 16 day of December, 2022 ("Effective Date"), by and between the CITY OF MIAMI, a municipal corporation of the State of Florida ("City"), 444 S.W. 2nd Avenue, Miami, Florida 33130, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose mailing address is c/o Miami-Dade Water and Sewer Department, Box 330316, Miami, FL 33233-0316 ("County") (collectively, the City and County shall be referred to as the "Parties").

RECITALS

WHEREAS, the County, through the Miami-Dade Water and Sewer Department ("WASD"), operates and maintains the Miami-Dade County water and sanitary wastewater systems; and

WHEREAS, the City is the fee simple owner of certain real properties bearing Miami-Dade County Folio No. 01-3231-000-0030 located at Watson Island, Miami, Florida 33132; Miami-Dade County Folio No. 01-3231-061-0040 located at 980 MacArthur Causeway, Miami, Florida 33132; and Miami-Dade County Folio No. 01-3231-061-0030 (together, the "City Properties"), as shown on the "Property Appraisal Summary Report," attached hereto as Composite Exhibit "A"; and

WHEREAS, Island Gardens Deep Harbour, LLC, a Delaware limited liability company, 838 MacArthur Causeway, Miami, Florida 33132 ("IGDH" and/or "Marina Tenant"), is the tenant and leasehold right holder under that certain Marina Component Ground Lease by and between the City and Flagstone Island Gardens, LLC, a Delaware limited liability company, 888 MacArthur Causeway, Miami, Florida 33132 ("Flagstone") dated as of April 13, 2020 and as assigned to IGDH pursuant to that certain Assignment and Assumption of Ground Lease (Marina) from Flagstone to IGDH dated as of April 13, 2020 as recorded in Miami-Dade County Public Records, Book Number 32185, Pages 4698-4702 (the "Marina Ground Lease"); and

WHEREAS, Island Gardens Retail Experience LLC, a Delaware limited liability company, 888 MacArthur Causeway, Miami, Florida 33132 ("IGRE" and/or "Retail Tenant"), is the tenant and leasehold right holder under that certain Retail Component Ground Lease by and between the City and Flagstone dated as of April 13, 2020 and as assigned to IGRE pursuant to that certain Assignment and Assumption of Ground Lease (Retail) from Flagstone to IGRE dated as of April 13, 2020 as recorded in Miami-Dade County Public Records, Book Number 32185, Pages 4686-4691 (the "Retail Ground Lease"); and

WHEREAS, Island Gardens Parking Structures LLC, a Delaware limited liability company, 888 MacArthur Causeway, Miami, Florida 33132 ("IGPS" and/or "Parking Tenant"), is the tenant and leasehold right holder under that certain Parking Component Ground Lease by and between the City and Flagstone dated as of April 13, 2020 and as assigned to IGPS pursuant to that certain Assignment and Assumption of Ground Lease (Parking) from Flagstone to IGPS dated as of April 13, 2020 as recorded in Miami-Dade County Public Records, Book Number 32185, Pages 4692-4697 (the "Parking Ground Lease"); and

WHEREAS, the City and Flagstone are parties to that certain Master Development Agreement by and between the City and Flagstone dated as of April 13, 2020 ("MDA"); and

WHEREAS, Flagstone is the declarant under that certain Mixed Use Project Declaration dated as of April 13, 2020 and as recorded in Miami-Dade County Public Records, Book Number 32185, Pages 4703-4980 (the "Project Declaration"); and

WHEREAS, Flagstone and City entered into the following easement agreements: (1) Temporary Construction Easement Agreement (Parcels A, B & C) by City to and for the benefit of Flagstone, as recorded in Miami-Dade County, Florida public records book number 26102 pages 2922-2955 (hereinafter, the "ABC Easement"); (2) First Amendment Temporary Construction Easement Agreement (Parcels A, B & C) by City to and for the benefit of Flagstone, as recorded in Miami-Dade County, Florida public records book number 26102 pages 3110-3124; (3) Second Amendment Temporary Construction Easement Agreement (Parcels A, B & C) made as of November 14, 2008, by the City to and for the benefit of Flagstone, as recorded in Miami-Dade County, Florida public records book number 26662 pages 0355-0369; (4) South Road Permanent Easement Agreement (Parcel D) made as of October 1, 2008, by the City to and for the benefit of Flagstone, as recorded in Miami-Dade County, Florida public records book number 26598 pages 1416-1438; (5) First Amendment to South Road Permanent Easement Agreement (Parcel D) And Adding a Temporary Easement Thereto made as of October 1, 2008 by the City to and for the benefit of Declarant, as recorded in Miami-Dade County, Florida public records book number 26598 pages 1439-1446; (6) Easement Agreement (Parcel G) made as of October 1, 2008 by City to and for the benefit of Flagstone, as recorded in Miami-Dade County, Florida public records book number 26598 pages 1473-1497; (7) First Amendment Entry Road Permanent Easement Agreement (Parcel G) And Adding a Temporary Easement Thereto made as of October 1, 2008 by City to and for the benefit of Flagstone, as recorded in Miami-Dade County, Florida public records book number 26598 pages 1498-1506; (8) Flagstone Site Temporary Pre-Development Easement Agreement (Parcel H) made as of October 1, 2008 by City to and for the benefit of Flagstone, as recorded in Miami-Dade, Florida public records book number 26598 pages 1507-1532 and (9) Submerged Area Permanent Maintenance Agreement (Parcel E) made as of October 1, 2008 by City to and for the benefit of Flagstone, as recorded in Miami-Dade County, Florida public records book number 26598 pages 1447-1472 (Dredging Agreement), together (1) through (9) (the "External Easements"); and

WHEREAS, pursuant to that certain Amendment and Assignment of External Easements and Dredging Agreement dated as of April 13, 2020 and as recorded in Miami-Dade County Public Records, Book Number 32186, Pages 6-22 ("Amendment and Assignment of External Easement

Agreement”), certain External Easements rights were amended and assigned to Marina Tenant, Retail Tenant, Parking Tenant, Flagstone and Master Association; and

WHEREAS, pursuant to the Marina Ground Lease, Retail Ground Lease, Parking Ground Lease, MDA, External Easements, Amendment and Assignment of External Easement Agreement, and Project Declaration, Marina Tenant, Retail Tenant, Parking Tenant, Flagstone and Master Association have leasehold and/or easement rights to the City Properties; and

WHEREAS, Flagstone, Marina Tenant, Retail Tenant and Parking Tenant (also known collectively as “Developer”) are parties to that certain Agreement for Water and Sanitary Sewer Facilities between the County and the City and Flagstone and IGDH and IGPS and IGRE dated as of November 3, 2022 and as recorded in Miami-Dade Public Records, Book Number 33455, Pages 4523-4552 (the “WASD Agreement”); and

WHEREAS, the County needs to relocate its 36-inch water main that is in conflict with the Florida Department of Transportation’s (“FDOT’s”) Signature Bridge Project by no later than February 1, 2023; and

WHEREAS, the 36-inch water main serves as the primary water transmission line for the South Beach neighborhood and provides water supply to the downtown Miami area; and

WHEREAS, the County has declared the relocation of the 36-inch water main as an emergency project; and

WHEREAS, due to the emergency nature of this project, the County has requested two (2) temporary non-exclusive easements from the City on the City’s Properties for the project; and

WHEREAS, the County will use its best efforts to complete the emergency project by February 28, 2023 but no later than May 1, 2023; and

WHEREAS, once the County has established the specific route for its emergency project and completed the construction of the 36-inch water main, the County will release all temporary non-exclusive easements, and a permanent easement will be given to the County under a separate agreement; and

WHEREAS, in order to accommodate the relocation of the 36-inch water main on the emergency basis, the City has agreed to grant to the County, as of the Effective Date of this Agreement, two (2) temporary non-exclusive easements on the City Properties (the “Temporary Easements”), all as more particularly described herein; and

WHEREAS, the County will fund all costs associated with the removal and relocation of the 36-inch water main project and will own, operate, and maintain the relocated 36-inch water main,

NOW, THEREFORE, in consideration of the mutual promises of the Parties contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct and are incorporated herein as if set out in full in the body of this Agreement.
2. **TERM:** This Agreement shall take effect upon the Effective Date written above, after its execution by the authorized officers of the City and the County and shall terminate upon the satisfaction and completion of all the terms and conditions under this Agreement by no later than May 1, 2023.
3. **GRANT OF EASEMENTS:** Subject to the terms and conditions of this Agreement, the City hereby grants to the County and its employees, agents, contractors and subcontractors the following Temporary Easements:
 - a. Parcel A: Temporary Non-Exclusive Easement over, across and upon approximately 42,559.448 square feet under Folio No. 01-3231-000-0030 (Option A), as more particularly described in Exhibit "B" attached hereto.
 1. The County shall use Parcel A for the following work: emergency installation of a 36-inch HDPE Dimension Ratio 13.5 water main across the bay needed to replace a transmission main that services Miami Beach and Watson Island with an approximate length of 3,000 LF, which will connect to the existing 36-inch water main within an easement on the access road. The County will also use Parcel A in order to excavate for the connection, provide access to the exit pit of the drill, monitor the directional drill, restore the site, and carry out all other appurtenant items of work. Necessary for relocation of the 36-inch water main; and
 - b. Parcel B: Temporary Non-Exclusive Easement over, across and upon approximately 23,350 square feet under Folio No. 01-3231-061-0030 and Folio No. 01-3231-061-0040 (Option B) as particularly described on Exhibit "C" attached hereto.
 1. The County shall use Parcel B for the following work: delivery and storage of the directional drill pipe; HDPE pipe fusing; staging for the Watson Island portion of the work; restoration; temporary fence construction; and excavation in order to connect to the adjacent easement. The County will also use Parcel B to: make the connection to the existing water main in the existing easement, leave a stub out for the property as a connection point, and carry out all other appurtenant items of work necessary for the relocation of the 36-inch water main.

- c. Parcels A and B may also be used for the placement of permanent utilities, including but not limited to, underground water mains, which shall be addressed in separate future permanent easement agreements.
- d. The City reserves the right to cross and recross all easements and rights of way, provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted herein and shall not disturb the grade of said ground as it now exists. If any granted easement ceases to be used for the above-described purposes, all property rights and/or interest shall revert back to the City.

4. **SPECIAL CONDITIONS:**

- A. The County's design will accommodate the future seawall replacement at Tract C on the ABC Easement (tip elevation to match adjacent marina seawall at -35 feet).
- B. WASD's contractors shall perform the pilot and directional drilling from the mainland and not from the Watson Island side. A sketch showing the layout of the area, including the County's projected route options for the pipe, is attached hereto as Exhibit "D".
- C. WASD's contractor shall implement the use of six (6) foot temporary fencing with privacy screening along both sides of the Temporary Easements.
- D. When possible, WASD's contractors shall access the Temporary Easements from the Parrot Jungle Trail (east) access road and are responsible for any and all requirements to access the temporary easement as well as its restoration upon completion. If FDOT does not consent to the access, WASD's contractor shall access the temporary easement from the MacArthur Causeway (west) access road. The access routes are shown on Exhibit "E," attached hereto.
- E. WASD's contractors shall place and compact asphalt millings over the entirety of the Parcel 4 Permanent Easement D and within that portion of Tract C that is being used as parking facilities where the Temporary Easements are located.
- F. WASD's contractors shall employ the use of steel plates to allow vehicular access to the Marina and to the restaurant known as The Deck at Island Gardens, located at 888 MacArthur Causeway, Miami, Florida 33132 (the "Restaurant") at all times. The watermain tie-in to the existing watermain shall be performed during those days the Restaurant is closed for business (Mondays and Tuesdays).
- G. WASD's contractors shall maintain the Temporary Easements and the MacArthur Causeway access road to the Temporary Easements area in a safe, clean and orderly fashion.
- H. The County shall coordinate the emergency water main point of connection with the Developer's proposed points of connection per the WASD Agreement and Master Agreement 19402b Sub ID 22575 so as not to change the Developer (as defined under the WASD Agreement)'s points of connection as defined in the WASD Agreement. As part of this emergency project, the County shall not cause any change or interference with any of the points of connection as approved under the WASD Agreement or the plans as approved under the WASD Agreement. If the approved points of connection and/or approved plans under the WASD Agreement are affected as a result of this emergency project, the County shall be fully responsible and liable for any and all damages, monetary or otherwise, including any damages resulting from time delays in connection with Developer's future development of the City Properties, to Flagstone,

IGDH, IGRE, IGPS and any and all of its successors in interest and/or assigns and Master Association.

- I. The County will continue its best efforts to identify a resolution to address the 50 impacted parking spaces.
- J. The County agrees that no work shall be performed on the Temporary Easements on the following days:

11/11/22 – 11/22/22

11/28/22 – 12/5/22

12/25/22 – 1/3/23

3/20/23 – 3/28/23

5/2/23 – 5/8/23

- K. Throughout the Term of this Agreement, the County agrees, at its sole cost and expense, to provide vehicular access along the Old MacArthur Causeway right-of-way at all times inclusive of providing alternate roads around the active construction area and to re-direct vehicular traffic.

- 5. **DESCRIPTION:** Immediately upon execution of this Agreement by both Parties with the joinder and consent of Flagstone, Marina Tenant, Retail Tenant, Parking Tenant and Master Association, the City hereby grants and agrees to convey to the County two (2) temporary non-exclusive easements to the Easement Area depicted and described in attached Exhibits "B" and "C". An overview map of the 36-inch water main route is attached hereto as Exhibit "F".
- 6. **TITLE TO THE PROPERTY:** At all times during the term of this Agreement, title to the Property shall remain solely with the City. The County shall not permit any liens or encumbrances to be placed on the Property.
- 7. **INSURANCE/DAMAGE/RESTORATION:** The City and the County shall maintain a self-insured program in accordance with and subject to the limitations and provisions of Section 768.28 of the Florida Statutes. The County shall require that, throughout the Term of this Agreement, all contractors utilized by the County provide certificates of insurance providing, at a minimum, the policies and coverage as stated in attached Exhibit "G" hereto and shall include the City, Flagstone and any and all of its affiliates and subsidiaries, Marina Tenant and any and all of its affiliates and subsidiaries, Retail Tenant and any and all of its affiliates and subsidiaries, Parking Tenant and any and all of its affiliates and subsidiaries and Master Association as an additional insureds in all such certificates. Any damage to the City Properties resulting from or in connection with the Work or the Easement shall be promptly repaired by the County.
- 8. **DEFAULT:** If either Party fails to comply with any material term or condition of this Agreement, or fails to perform any of its obligations hereunder, then that Party shall be in breach of this Agreement and, if the breach is not cured by the defaulting party within thirty (30) days of such defaulting party's receipt of written notice given in the manner prescribed below. Upon the occurrence of a default which is not cured during the cure period, the non-defaulting party shall have all remedies available to it by law.

9. **INDEMNIFICATION:** Subject to the limitations set forth in Section 768.28, Florida Statutes, the County hereby releases, waives, discharges, saves and holds harmless, indemnifies, agrees to defend at its sole cost and expense, and covenants not to sue the City, its officials, employees, departments, instrumentalities, agents and representatives, Flagstone and any and all of its affiliates and subsidiaries, Marina Tenant and any and all of its affiliates and subsidiaries, Retail Tenant and any and all of its affiliates and subsidiaries, Parking Tenant and any and all of its affiliates and subsidiaries and Master Association and their respective officers, agents and employees from and against any claims, demands, liabilities, losses, causes of action, civil actions, of any nature whatsoever arising out of or in connection with this Agreement and the County's, or any of the County's employees', agents', or independent contractors' access to the City Properties, except to the extent caused by the City's or its officials', employees', representatives', agents' or instrumentalities' gross negligence. This section shall survive any expiration or earlier termination of this Agreement. The County shall further require all of its contractors to indemnify, defend, and hold the City, Flagstone and any and all of its affiliates and subsidiaries, Marina Tenant and any and all of its affiliates and subsidiaries, Retail Tenant and any and all of its affiliates and subsidiaries, Parking Tenant and any and all of its affiliates and subsidiaries and Master Association and their respective officers, agents and employees from and against any and all claims, demands, liabilities, losses, causes of action, suits, civil actions of any nature whatsoever arising out of, or in connection with this Agreement except to the extent caused by the City's or its officials', employees', representatives', agents' or instrumentalities' gross negligence or the gross negligence of Flagstone, Marina Tenant, Retail Tenant, Parking Tenant, and Master Association or any of their respective affiliates and subsidiaries.

10. **NOTICES:** Any and all notices required to be given under this Agreement shall be sent by certified mail and via email, addressed as follows:

To the County: Miami-Dade Water and Sewer Department
Attn: Nelson Perez-Jacome
Assistant Director
3071 SW 38 Avenue, 5th Floor
Miami, Florida 33146
Nelson.Perez-Jacome@miamidade.gov

Miami-Dade Water and Sewer Department
Attn: Patty Palomo
Intergovernmental Affairs Division
3071 SW 38 Avenue, Room 152
Miami, Florida 33146
Patty.Palomo@miamidade.gov

To the City: City of Miami
Dept. of Real Estate & Asset Management
444 SW 2nd Avenue, Suite 325
Miami, Florida 33130

City Manager, Arthur Noriega V
City of Miami
444 SW 2nd Avenue, 10th Floor
Miami, Florida 33130

City Attorney, Victoria Méndez
Office of City Attorney
444 SW 2nd Avenue, 9th Floor
Miami, Florida 33130

To Marina Tenant: Island Gardens Deep Harbour, LLC
Attn: Eric Simonton
838 MacArthur Causeway
Miami, Florida 33132
Email: Esimonton@igymarinas.com

To Flagstone: Flagstone Island Gardens, LLC
Attn: Nathalie Goulet-Fusco, Esq.
888 MacArthur Causeway
Miami, Florida 33132
Email: ngoulet@flagstonegroup.com

To Retail Tenant: Island Gardens Retail Experience, LLC
Attn: Nathalie Goulet-Fusco, Esq.
888 MacArthur Causeway
Miami, Florida 33132
Email: ngoulet@flagstonegroup.com

To Parking Tenant: Island Gardens Parking Structures, LLC
Attn: Nathalie Goulet-Fusco, Esq.
888 MacArthur Causeway
Miami, Florida 33132
Email: ngoulet@flagstonegroup.com

To Master Assn: Island Gardens Master Association, Inc.
Attn: Nathalie Goulet-Fusco, Esq.
888 MacArthur Causeway
Miami, Florida 33132
Email: ngoulet@flagstonegroup.com

11. **JOINT PREPARATION:** The Parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties from the other.

12. **THIRD PARTIES BENEFICIARIES:** Flagstone, Marina Tenant, Retail Tenant, Parking Tenant and Master Association, and their successor in interest and/or assigns, are expressly made third party beneficiaries to this Agreement. Nothing in this Agreement, express or implied, is intended to: (a) confer upon any entity or person other than the Parties and their successors or assigns and other than Flagstone, Marina Tenant, Retail Tenant, Parking Tenant and Master Association, and their successors in interest and/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 (b) authorize anyone not a party to this Agreement, except for Flagstone, Marina Tenant, Retail Tenant, Parking Tenant and Master Association, and their successors in interest and/or assigns, to maintain an action pursuant to or based upon this Agreement. Flagstone, Marina Tenant, Retail Tenant, Parking Tenant and Master Association, and their successors in interests and/or assigns, shall have the express right to maintain an action pursuant to or based on this Agreement.
13. **SEVERABILITY:** Should any provisions, paragraphs, sentences, words or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unlawful, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, and the same may be deemed severable by the City or the County, and in such event, the remaining terms and conditions of this Agreement shall remain unmodified and in full force and effect.
14. **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City Manager and the County Mayor or County Mayor's designee and Flagstone, Marina Tenant, Retail Tenant, Parking Tenant and Master Association as joinders to this Agreement, which approval shall not be unreasonably withheld.
15. **COUNTERPARTS/ELECTRONIC SIGNATURES:** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.
16. **ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole agreement of the Parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

17. **APPLICABLE LAW, VENUE AND ATTORNEYS' FEES:** This Agreement shall be governed by the laws of the State of Florida. Venue in any proceedings shall be in Miami-Dade County, Florida. Each Party shall be responsible for its own attorneys' fees and costs.
18. **DISPUTE RESOLUTION:** The Parties agree that prior to instituting any civil action arising out of this Agreement, they will utilize the procedures set forth in the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes. Any and all disputes between the Parties shall be subject to strict adherence and compliance with any and all requirements of Chapter 164, Governmental Disputes, Florida Statutes.
19. **COMPLIANCE WITH LAWS:** The Parties shall comply with applicable federal, state and local laws, codes, ordinances, rules and regulations in performing their respective duties, responsibilities, and obligations pursuant to this Agreement. The Parties shall not unlawfully discriminate in the performance of their respective duties under this Agreement.
20. **PUBLIC RECORDS:** The Parties acknowledge both entities are public agencies within the statutory definition of Florida Statutes and subject to compliance with Chapter 119, Florida Statutes, as amended. Accordingly, all documents, digital or hardcopy, made pursuant to this Agreement are public records and must be maintained and produced in compliance with Florida Statutes and regulations.
21. **E-VERIFY COMPLIANCE:** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Florida Statutes, the County's contractors, and their respective subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. The County shall be in compliance with Section 448.095, Florida Statutes, at all times during the term of this Agreement.

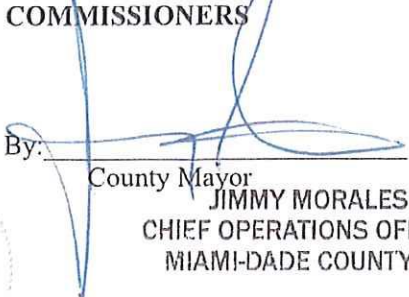
(REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the City and the County have caused this Agreement to be executed as of the date and year first above written:

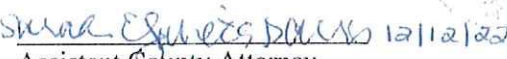
ATTEST:

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

By: 
Harvey Ruvin
Clerk of the Board

By: 
County Mayor
JIMMY MORALES
CHIEF OPERATIONS OFFICER
MIAMI-DADE COUNTY, FL

Approved for Legal Sufficiency:

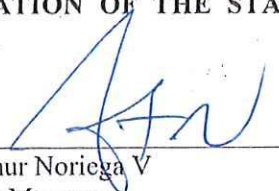
 12/12/22
Assistant County Attorney



ATTEST:

CITY OF MIAMI, A MUNICIPAL
CORPORATION OF THE STATE OF
FLORIDA

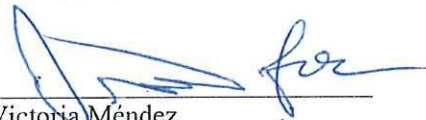
BY: 
Todd B. Hannon
City Clerk

BY: 
Arthur Noriega V
City Manager

Date: 12/15/2022

APPROVED AS TO FORM AND
CORRECTNESS:

APPROVED AS TO INSURANCE
REQUIREMENTS:

BY: 
Victoria Méndez
City Attorney

BY: 
Anne-Marie Sharpe
Risk Management Director

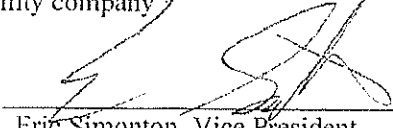
J.A.J.
22-2734

MARINA TENANT JOINDER AND CONSENT

Island Gardens Deep Harbour, LLC hereby joins and consents to this Agreement as of this
16 day of November, 2022.

ISLAND GARDENS DEEP HARBOUR, LLC, a
Delaware limited liability company

By:

Name:  Eric Simonton, Vice President

Date:

11/16/22

FLAGSTONE JOINDER AND CONSENT

Flagstone Island Gardens, LLC hereby joins and consents to this Agreement as of this 17th
day of November, 2022.

FLAGSTONE ISLAND GARDENS, LLC, a Delaware
limited liability company

FLAGSTONE DEVELOPMENT CORPORATION, a
Delaware corporation, its Manager

By: [Signature]
Name: NATHALIE GOULET-FUSCO
Title: Attorney-in-Fact

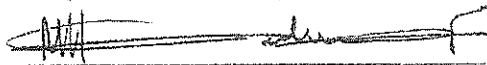
RETAIL TENANT JOINDER AND CONSENT

Island Gardens Retail Experience, LLC hereby joins and consents to this Agreement as of this 17th day of November, 2022.

ISLAND GARDENS RETAIL EXPERIENCE, LLC, a Delaware limited liability company

FLAGSTONE ASSET MANAGEMENT, LLC, a Delaware corporation, its Manager

By:



Name:

Nathalie Goulet-Fusco

Title:

Attorney-in-Fact

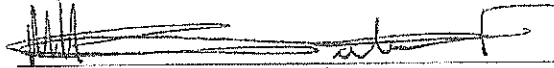
PARKING TENANT JOINDER AND CONSENT

Island Gardens Parking Structures, LLC hereby joins and consents to this Agreement as of this 17th day of November, 2022.

ISLAND GARDENS PARKING STRUCTURES, LLC, a Delaware limited liability company

FLAGSTONE ASSET MANAGEMENT, LLC, a Delaware corporation, its Manager

By:



Name:

Nathalie Goulet-Fusco

Title:

Attorney-in-Fact

MASTER ASSOCIATION JOINDER AND CONSENT

Island Gardens Master Association, Inc. hereby joins and consents to this Agreement as of this 17th day of November, 2022.

**ISLAND GARDENS MASTER ASSOCIATION, INC., a Florida
Not for Profit Corporation**

By:

Name:

Title:

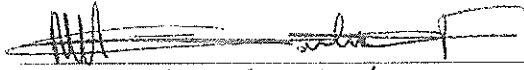

Nathalie Goulet-Fuso
Director / Secretary



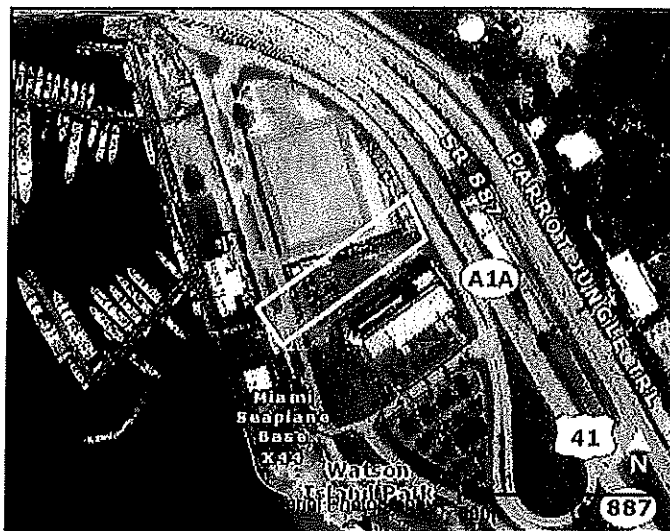
EXHIBIT A

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/16/2022

Property Information	
Folio:	01-3231-061-0030
Property Address:	
Owner	CITY OF MIAMI DEPT OF P&D ASSET MANAGEMENT DIVISION
Mailing Address	444 SW 2 AVE #325 MIAMI, FL 33130-1910
PA Primary Zone	8002 PARKS & RECREATION
Primary Land Use	8040 VACANT GOVERNMENTAL : MUNICIPAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	72,940 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	\$2,188,200	\$2,188,200	\$2,188,200
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$2,188,200	\$2,188,200	\$2,188,200
Assessed Value	\$187,892	\$170,811	\$155,283

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$2,000,308	\$2,017,389	\$2,032,917
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
WATSON ISLAND SOUTHWEST PB 166-11 T-21420 TRACT C LOT SIZE 72940 SQ FT M/L FAU 01 3132 000 0010 & 0012	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$187,892	\$170,811	\$155,283
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,188,200	\$2,188,200	\$2,188,200
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$187,892	\$170,811	\$155,283
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$187,892	\$170,811	\$155,283

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

MDC026

EXHIBIT A

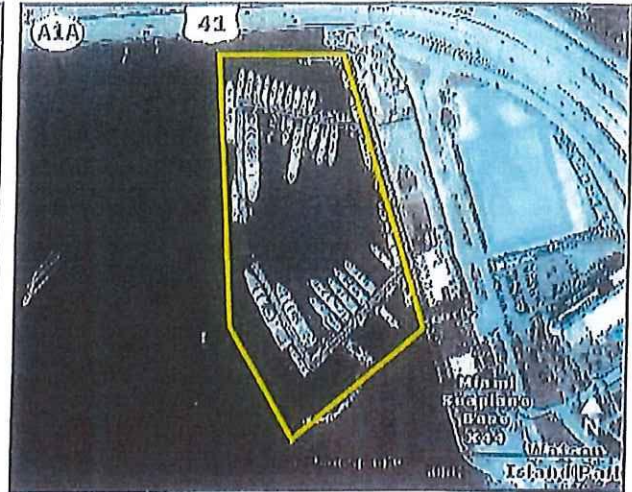


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 10/11/2022

Property Information	
Folio:	01-3231-000-0030
Property Address:	
Owner	CITY OF MIAMI
Mailing Address	444 SW 2 AVE 3FL MIAMI, FL 33130
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	2061 AIRPORT/TERMINAL OR MARINA : AIRPORT/TERMINAL OR MARINA
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	501,656 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	\$581,656	\$581,656	\$581,656
Building Value	\$7,910,344	\$7,538,344	\$7,060,344
XF Value	\$0	\$0	\$0
Market Value	\$8,500,000	\$8,120,000	\$7,650,000
Assessed Value	\$8,166,647	\$5,606,043	\$5,096,403

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$2,333,353	\$2,513,957	\$2,553,597
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description
31 53 42 13.353 AC M/L
BEG AT NW COR OF TR B OF WATSON
ISLAND SOUTHWEST PB 166-11 TH
S 17 DEG E 924.70FT S 49 DEG W
550.92FT N 31 DEG W 428.44FT

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$8,166,647	\$5,606,043	\$5,096,403
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$8,500,000	\$8,120,000	\$7,650,000
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$8,166,647	\$5,606,043	\$5,096,403
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$8,166,647	\$5,606,043	\$5,096,403

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/discclaimer.asp>

Version:

MDC027

EXHIBIT A



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/28/2022

Property Information	
Folio:	01-3231-001-0040
Property Address:	900 MACARTHUR CSWY Miami, FL 33132-0000
Owner	CITY OF MIAMI DEPT OF P&D ASSET MANAGEMENT DIVISION
Mailing Address	444 SW 2 AVE #325 MIAMI, FL 33130-1910
PA Primary Zone	0002 PARKS & RECREATION
Primary Land Use	0040 MUNICIPAL : MUNICIPAL
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	67,081 Sq.Ft
Lot Size	802,000 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2022	2021	2020
Land Value	\$24,060,240	\$24,060,240	\$24,060,240
Building Value	\$0,775,866	\$7,814,776	\$7,806,796
XF Value	\$874,656	\$884,836	\$884,609
Market Value	\$33,710,762	\$32,759,850	\$32,861,645
Assessed Value	\$19,600,167	\$17,727,416	\$16,115,833

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	\$14,210,595	\$15,032,434	\$16,746,712
Municipal	Exemption	\$19,600,167	\$17,727,416	\$16,115,833

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description	
WATSON ISLAND SOUTHWEST PB 166-11 T-21420 TRACT D LOT SIZE 802000 SQ FT M/L FAU 01 3132 000 0010 & 0012	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$19,600,167	\$17,727,416	\$16,115,833
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$33,710,762	\$32,759,850	\$32,861,645
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$19,600,167	\$17,727,416	\$16,115,833
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$19,600,167	\$17,727,416	\$16,115,833
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

EXHIBIT B

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

Name: Victoria Mendez
Address: Office of the City Attorney
City of Miami
444 SW 2nd Avenue, 9th Floor
Miami, Florida 33130
Folio No. 01-3231-061-0040
Folio No. 01-3231-000-0030

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (hereinafter called "EASEMENT"), made this 11th day of December, 2022, between THE CITY OF MIAMI, a municipal corporation of the State of Florida, (hereinafter called "GRANTOR"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose mailing address is c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, FL 33233-0316, (hereinafter called "GRANTEE") (collectively, GRANTOR and GRANTEE referred to herein as the "Parties").

WITNESSETH:

THAT the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged by the GRANTOR, has granted and does hereby grant to the GRANTEE, its successors and assigns, forever, an easement for the exclusive right and privilege of constructing and operating a 36-inch water main ("FACILITIES") on and within the property of the GRANTOR, shown and legally described on EXHIBIT "A" attached hereto and made a part hereof ("EASEMENT AREA"), including but not limited to, the right to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect the FACILITIES, and all appurtenant equipment thereto, including, but not limited to, fire hydrants, and/or water transmission and distribution facilities and all appurtenant equipment, with the right to remove or demolish, with no obligation to repair or replace same, any obstructions placed on the easement, including pavers, or similar obstructions that may extend up to twenty-five (25) feet vertically above the finished grade over the easement, as may be necessary to carry out any right granted herein,

with the full right of ingress thereto and egress therefrom on the express condition that it is used for the express purposes provided herein.

The FACILITIES shall be substantially as provided in the attached EXHIBIT "A". The GRANTEE shall regulate the installation and future operations of the FACILITIES so as not to conflict with normal operations of the GRANTOR; however, the GRANTEE shall have full right to enter upon the EASEMENT AREA at any time when normal operations or emergency repairs of the FACILITIES are required.

Subject to the limitations of Section 768.28, Florida Statutes, by acceptance of this instrument, the GRANTEE agrees to indemnify and hold harmless the GRANTOR from any and against all suits, claims, judgments, and all loss, damage, costs or charges, including attorney's fees and court costs, arising directly or indirectly from the installation, maintenance, repair, use or existence of the FACILITIES within the EASEMENT AREA. The GRANTEE acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. This indemnification shall survive any cancellation or release of this EASEMENT. The GRANTEE shall provide to the GRANTOR a letter of self-insurance approved by the GRANTOR'S Risk Management Department.

Any contractors utilized by the GRANTEE in connection with activities undertaken in this EASEMENT shall: (1) indemnify the GRANTOR and the GRANTEE for the negligent acts or omissions of the contractor and its subcontractors in connection with any activities undertaken on the EASEMENT AREA, and (2) obtain and provide to the GRANTOR a certificate of insurance in accordance with EXHIBIT "B" attached hereto.

The GRANTOR shall be given written notice and the opportunity by the GRANTEE to attend all preconstruction meetings on installation work of the FACILITIES within the EASEMENT AREA and shall be notified in writing well in advance of the actual start of construction within the EASEMENT AREA. It is further understood and agreed by and between the Parties hereto that the GRANTOR reserves for itself, its heirs and assigns, all other rights not specifically granted herein, including but not limited to, the right to construct streets, cross and recross said EASEMENT AREA.

The GRANTEE shall be held responsible for any damage to adjacent property as a result of the installation and future operation of the FACILITIES, and further, shall restore asphalt, pavement, concrete sidewalks, curb and gutter, and grass and landscaping to a

condition the same or better than the existing condition at the completion of the construction of the FACILITIES.

The GRANTEE during the course of installation and future operation of the FACILITIES shall not encroach beyond the boundaries of the EASEMENT AREA or any other easement that may be granted by the GRANTOR. Should this EASEMENT be abandoned or discontinued by law or otherwise, or no longer be of use for the purposes provided herein, or if the GRANTEE does not comply with any term, covenant or condition of this instrument, then this EASEMENT shall automatically cease and revert with the right of immediate possession and right of entry to the GRANTOR or its successors in interest.

The GRANTOR does hereby affirm that it has full power and authority to grant this EASEMENT, and the GRANTEE accepts the property in "as is" condition.

All notices or other communications will be deemed to have been given and received: (i) upon receipt if personally delivered; (ii) on the transmission date for facsimile and email communications if such transmission was made on a business day, or if not, then on the next business day, if such transmission is error-free; or (iii) three (3) business days after posting in the U.S. Mail for any communication that is sent by first class U.S. mail or certified mail and addressed to:

TO GRANTEE:
Miami-Dade County
Director
Department of Water and Sewer
P.O. Box 330316
Miami, Florida 33233-0316

WITH COPIES TO:
Miami-Dade County
Chief, Intergovernmental Affairs
Department of Water and Sewer
3071 SW 38 Avenue, Room 152
Miami, Florida 33146

TO GRANTOR:
CITY OF MIAMI
City Manager
City of Miami
3500 Pan American Drive
Miami, FL 33133

WITH COPIES TO:
City of Miami
City Attorney
444 SW 2 Avenue, Suite 945
Miami, FL 33130

City of Miami
Director of Real Estate and Asset
Management
444 SW 2 Avenue, Suite 325
Miami, FL 33130

or to such other address as any party may designate by notice complying with the terms of this paragraph.

Any disputes between the Parties under this instrument will be resolved in accordance with the Florida Governmental Conflict Resolution Act, Ch. 164, Fla. Stat., as amended from time to time.

This EASEMENT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed Agreement upon request.

[Signatures appear on next page]

IN WITNESS WHEREOF, the GRANTOR herein has caused these presents to be executed in its name on the day and year first above written. Attestation of this EASEMENT by the City Clerk shall constitute evidence of approval by the City of Miami.

CITY OF MIAMI, a municipal
corporation of the State of Florida



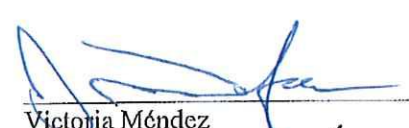
Arthur Noriega V
City Manager

ATTEST:



Todd B. Hannon
City Clerk

Approved as to Form and
Legal Sufficiency:



Victoria Méndez
City Attorney

J.A.J
00-2784

Approved as to Insurance
Requirements:



Ann-Marie Sharpe
Risk Management Director

IN WITNESS WHEREOF, the GRANTEE, by its County Mayor or County Mayor's designee, has caused the easement to be accepted and delivered on this 11 day of December, 2022.

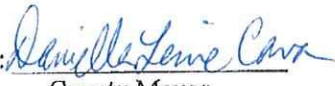
ATTEST:

Harvey Ruvin,
Clerk of the Board,

MIAMI-DADE COUNTY,

By: 

Deputy Clerk

By: 

County Mayor

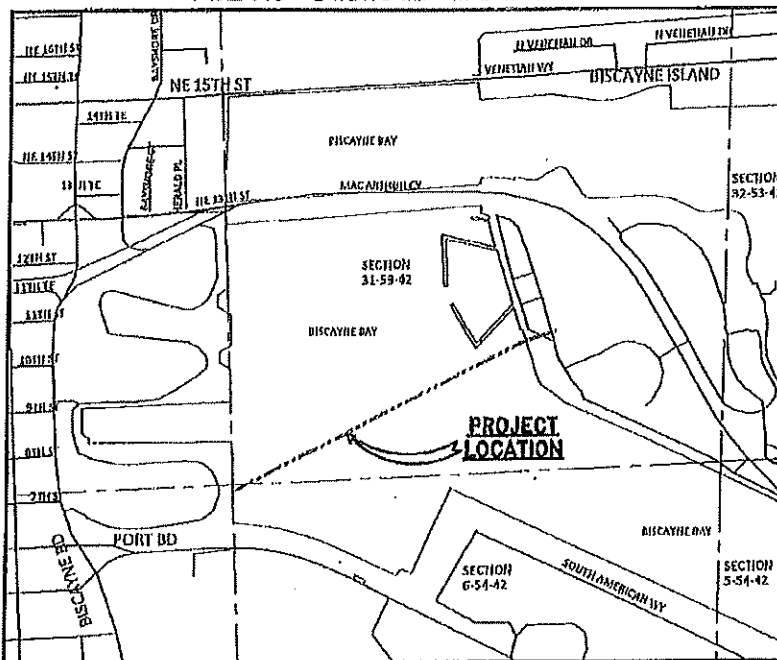


Approved as to Form and
Legal Sufficiency:

 for Sarah Davis
Assistant County Attorney

**SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
FOR TEMPORARY EASEMENT "A"
MIAMI-DADE COUNTY
SEC.31-TWN.53S-RGE.42E
SEC.6-TWN.54S-RGE.42E**

EXHIBIT "A"
**THIS DOCUMENT IS
NOT VALID WITHOUT
ALL SHEETS**



SURVEYOR NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS "SKETCH & LEGAL DESCRIPTION" HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENT(S) OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN, WHERE THE EASTERLY LINE AS SHOWN IN PB 154, PG. 37 "MARITIME ARENA" BEARS N01°59'30"W. ALL DISTANCES AS SHOWN ARE BASED ON THE U.S SURVEY FOOT.
6. SURVEY REFERENCES (ALL FROM MIAMI-DADE PUBLIC RECORDS):
 - a. PLAT BOOK 154, PAGE 37
 - b. DEED BOOK 3130, PAGE 257
 - c. PLAT BOOK 166, PAGE 11
7. SINCE NO OTHER INFORMATION WAS FURNISHED OTHER THAN WHAT IS CITED IN THE SOURCES OF DATA, THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

ABBREVIATIONS:

(D) = DEED
(C) = CALCULATED
(R) = RECORD
(M) = MEASURED
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
POT = POINT OF TERMINATION
PL = PROPERTY LINE
N.T.S. = NOT TO SCALE

I HEREBY CERTIFY THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEVE AND FURTHER, THAT SAID SKETCH MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO RULE 6J-17, FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

Jose R. Batista
JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6777
3576 S.W. Le Jeune Rd, Miami, FL
33146 WASH (788) 268-5106
Date: 10/14/2022

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

THIS IS NOT A BOUNDARY SURVEY

**WATSON ISLAND SOUTH TEMPORARY CONSTRUCTION
EASEMENT "A"**

MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE WATER AND SEWER DEPARTMENT

DATE: OCTOBER 14 2022

SCALE: N.T.S.

DRAWN BY: A.R.

S-477 1 of 6

**SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
FOR TEMPORARY EASEMENT "A"
MIAMI-DADE COUNTY
SEC.31-TWN.53S-RGE.42E
SEC.6-TWN.54S-RGE.42E**

**EXHIBIT "A"
THIS DOCUMENT IS
NOT VALID WITHOUT
ALL SHEETS**

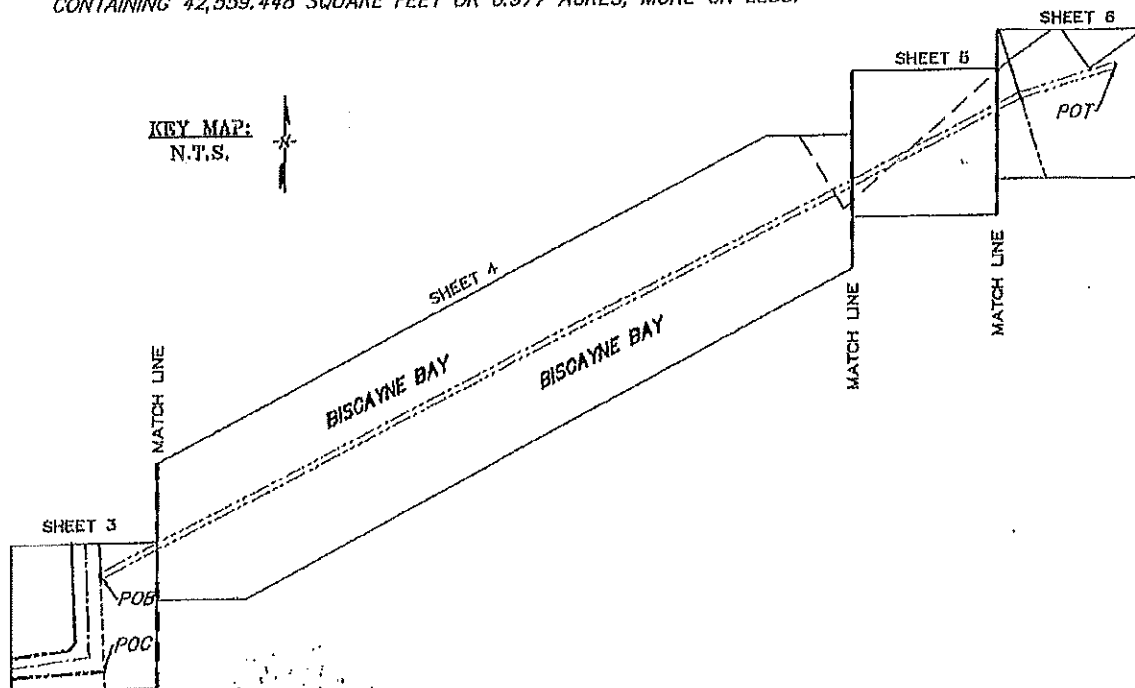
LEGAL DESCRIPTION FOR TEMPORARY EASEMENT "A":

A STRIP OF LAND FIFTEEN (15) FEET IN WIDTH CONTAINED IN THE INTERNAL IMPROVEMENT FUND OF THE STATE OF FLORIDA TO CITY OF MIAMI RECORDED IN BOOK 3130, PAGE 257 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF THE SUBMERGED LANDS, SANDBARS, MARSH AND OTHER LANDS BEING IN BISCAYNE BAY, IN SECTION 31, TOWNSHIP 53 SOUTH, RANGE 42 EAST AND IN SECTION 6, TOWNSHIP 54 SOUTH, RANGE 42 EAST IN MIAMI-DADE COUNTY, FLORIDA, AND ALSO BEING A PORTION OF TRACT "D" OF WATSON ISLAND SOUTHWEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 166, PAGE 11 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF MARITIME ARENA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 154, PAGE 37 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 01°59'30" WEST ALONG THE EASTERLY LINE OF SAID PLAT, WHICH IS ALSO THE DADE COUNTY BULKHEAD LINE AS PER PLAT BOOK 74, PAGE 18 A DISTANCE OF 238.72 FEET TO THE POINT OF BEGINNING; THENCE NORTH 63°17'34" EAST, A DISTANCE OF 2,587.48 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT "D"; THENCE NORTH 72°47'45" EAST, A DISTANCE OF 249.81 FEET TO THE POINT OF TERMINATION.

THE SIDE LINES OF THE EASEMENT ARE TO BE LENGTHENED OR SHORTENED AT ANGLE POINTS AND INTERSECTION POINTS TO FORM A CONTIGUOUS STRIP OF LAND ALONG THE ROUTE DESCRIBED AND TO TERMINATE ON THE WEST AT THE EASTERLY BOUNDARY LINE OF SAID PLAT OF MARITIME ARENA AND TO TERMINATE ON THE EAST AT A LINE THAT PASSES THROUGH THE POINT OF TERMINATION WITH A BEARING OF SOUTH 17°28'00" EAST.

CONTAINING 42,559.448 SQUARE FEET OR 0.977 ACRES, MORE OR LESS.



Jose R. Batista
JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6777
3575 S. Le Jeune Rd. Miami, FL
33146 WASH. (718) 250-5100
Date: 10/14/2022

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

THIS IS NOT A BOUNDARY SURVEY	
WATSON ISLAND SOUTH TEMPORARY CONSTRUCTION EASEMENT "A"	
MIAMI-DADE COUNTY, FLORIDA	
MIAMI-DADE WATER AND SEWER DEPARTMENT	
DATE: OCTOBER 14 2022	SCALE: N.T.S.
DRAWN BY: A.R.	S-477 2 of 6

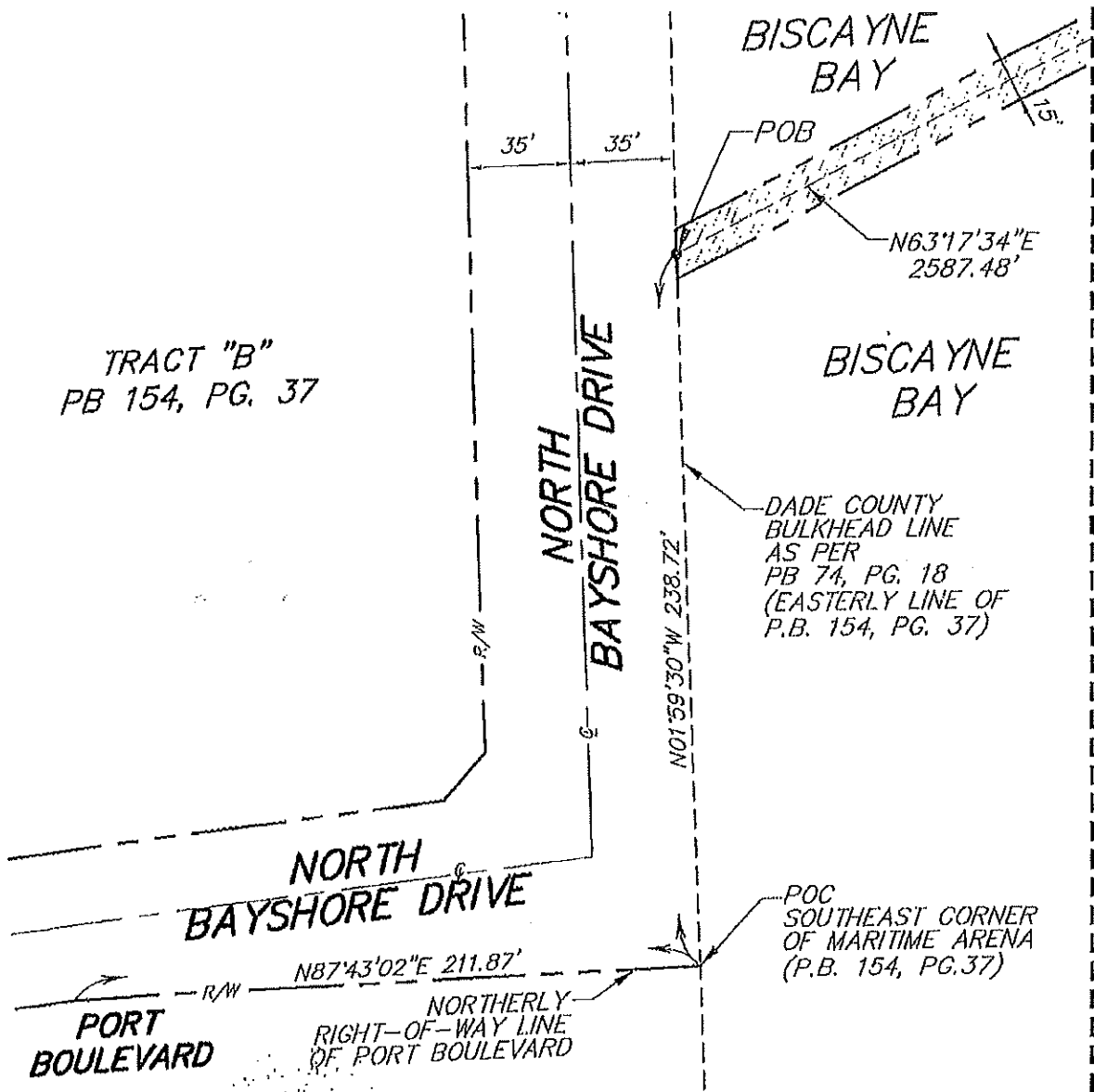


NOT TO SCALE

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
FOR TEMPORARY EASEMENT "A"
MIAMI-DADE COUNTY
SEC. 31-TWN. 53S-RGE. 42E
SEC. 6-TWN. 54S-RGE. 42E

EXHIBIT "A"
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TRACT "B"
PB 154, PG. 37



CONTINUED SHEET P-4

JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6777
3576 S.W. 1st Avenue Rd, Miami, FL
33146 WASH (786) 288-8198
Date: 10/14/2022

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WATSON ISLAND SOUTH TEMPORARY CONSTRUCTION
EASEMENT "A"

MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE WATER AND SEWER DEPARTMENT

DATE: OCTOBER 14 2022

SCALE: N.T.S.

DRAWN BY: A.R.

S-477 8 of 8

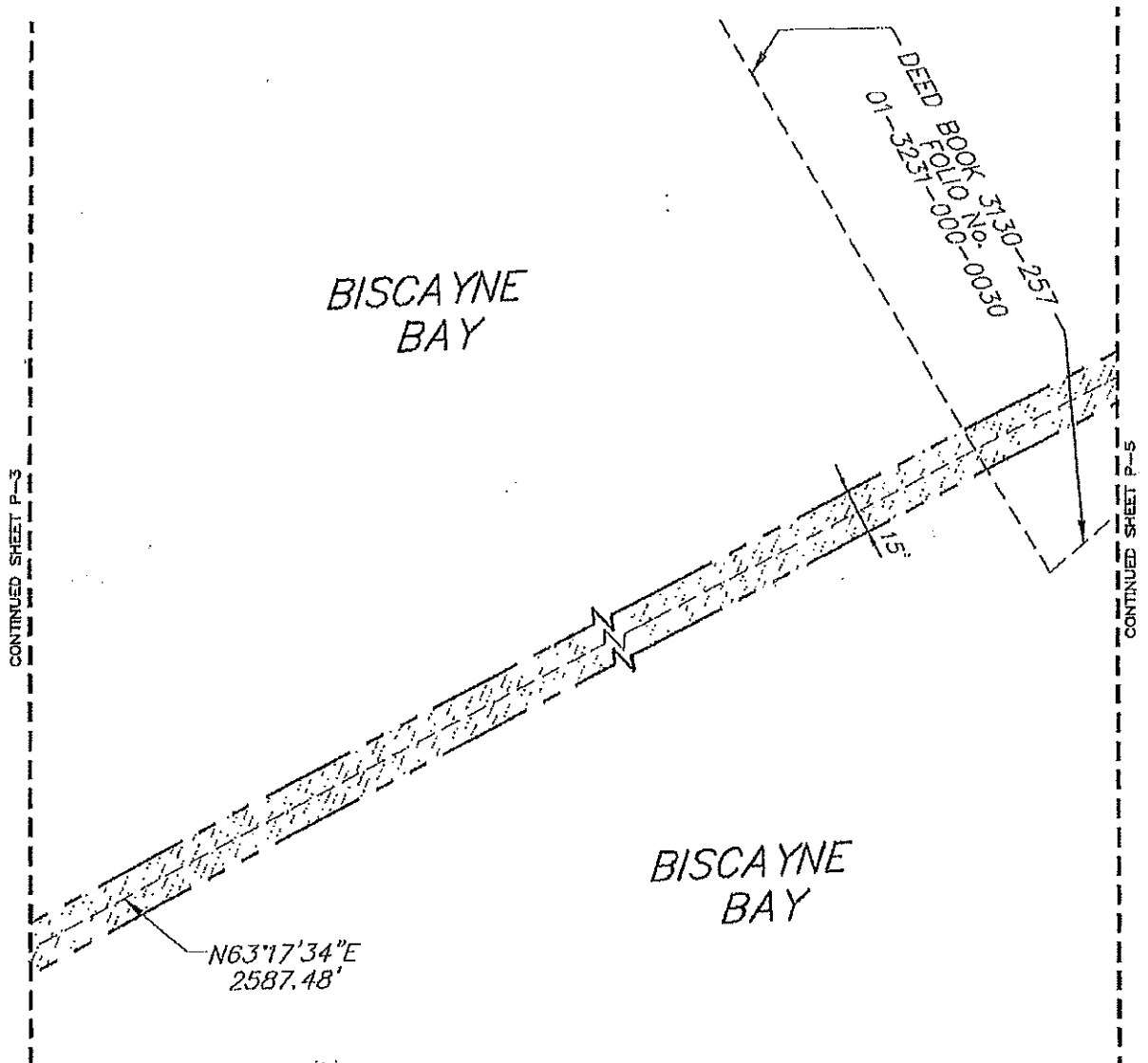
MDC037



NOT TO SCALE

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
FOR TEMPORARY EASEMENT "A"
MIAMI-DADE COUNTY
SEC.31-TWN.53S-RGE.42E
SEC.6-TWN.54S-RGE.42E

EXHIBIT 'A'
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JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 8777
3575 S. Le Jeune Rd. Miami, FL
33146-1150 (786) 283-5186
Date: 10/14/2022

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
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THIS IS NOT A BOUNDARY SURVEY

WATSON ISLAND SOUTH TEMPORARY CONSTRUCTION
EASEMENT "A"

MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE WATER AND SEWER DEPARTMENT

DATE: OCTOBER 14 2022

SCALE: N.T.S.

DRAWN BY: A.R.

S-477 4 of 6

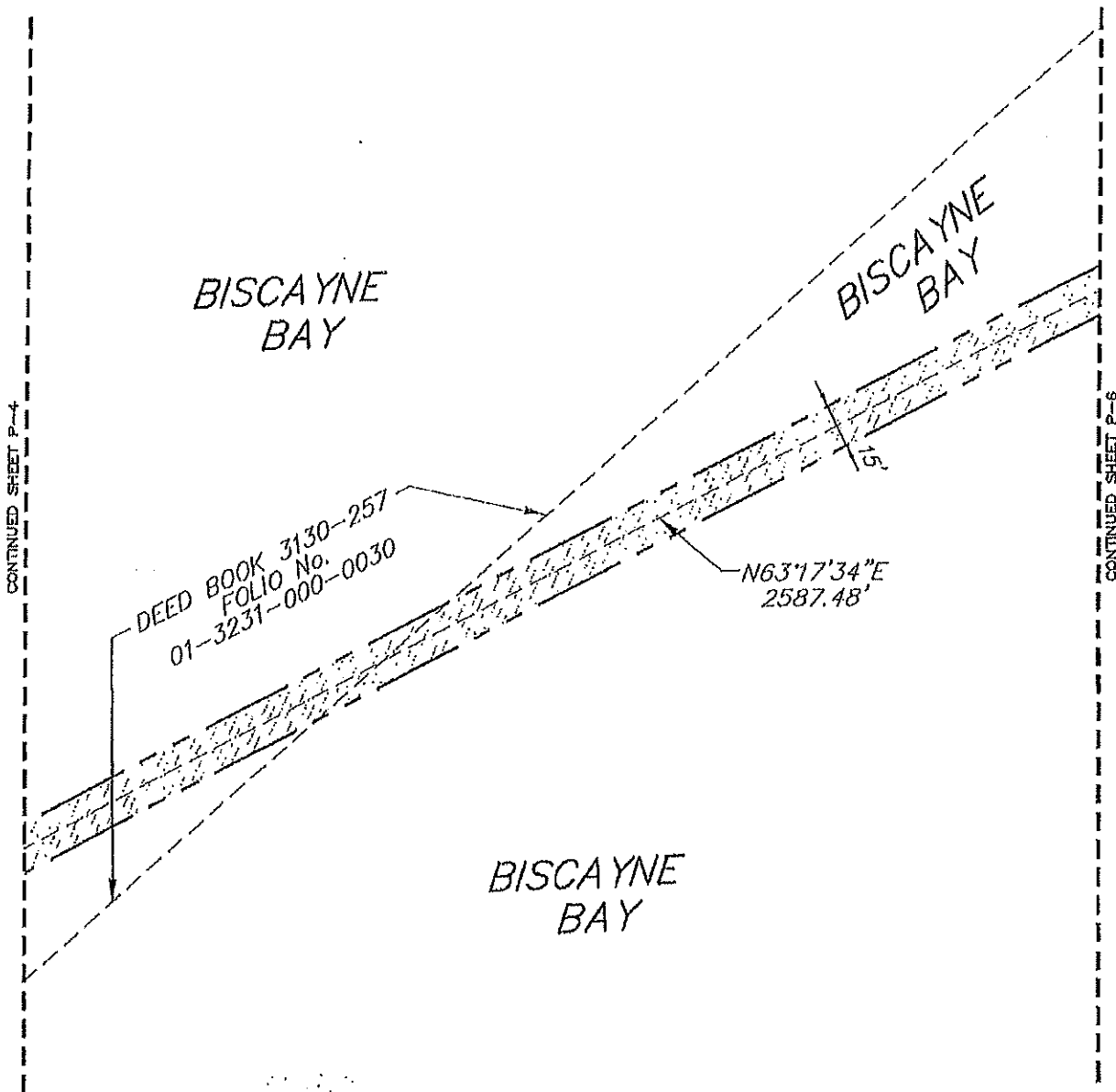
MDC038



NOT TO SCALE

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
FOR TEMPORARY EASEMENT "A"
MIAMI-DADE COUNTY
SEC.31-TWN.53S-RGE.42E
SEC.6-TWN.54S-RGE.42E

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Jose R. Batista
JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6777
3575 S. Le Jeune Rd., Miami, FL
33146 WASH (706) 288-6196
Date: 10/14/2022

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THIS IS NOT A BOUNDARY SURVEY

WATSON ISLAND SOUTH TEMPORARY CONSTRUCTION
EASEMENT "A"

MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE WATER AND SEWER DEPARTMENT

DATE: OCTOBER 14 2022

SCALE: N.T.S.

DRAWN BY: A.R.

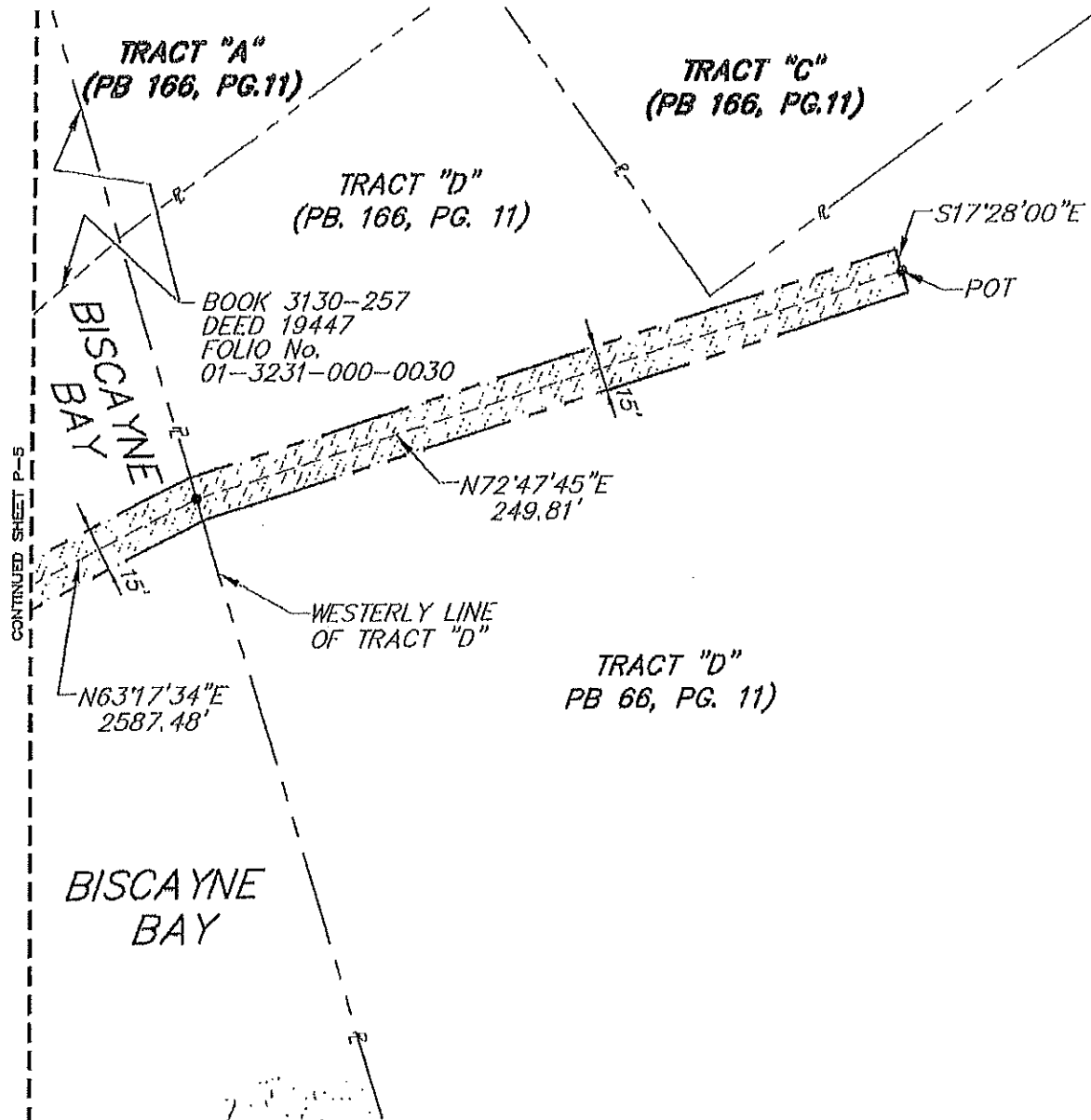
S-477 5 of 6



NOT TO SCALE

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
FOR TEMPORARY EASEMENT "A"
MIAMI-DADE COUNTY
SEC.31-TWN.53S-RGE.42E
SEC.6-TWN.54S-RGE.42E

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Jose R. Batista
JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6777
3575 S. Le Jeune Rd. Miami, FL
33146 WASH. (786) 788-5196
Date: 10/14/2022

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THIS IS NOT A BOUNDARY SURVEY

WATSON ISLAND SOUTH TEMPORARY CONSTRUCTION
EASEMENT "A"

MIAMI-DADE COUNTY, FLORIDA

MIAMI-DADE WATER AND SEWER DEPARTMENT

DATE: OCTOBER 14 2022

SCALE: N.T.S.

DRAWN BY: A.R.

S-477 6 of 6

MDC040

EXHIBIT "B"
INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury and Property Damage Liability	
Each Occurrence	\$2,000,000
General Aggregate Limit	\$4,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$2,000,000

B. Endorsements Required

City of Miami, Flagstone, IGDH, IGRE, IGPS and Master Association listed as
Additional Insureds
Contingent and Contractual Liability
Premises and Operations Liability
Explosion, Collapse and Underground Hazard
Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability	
Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required

City of Miami, Flagstone, IGDH, IGRE, IGPS and Master Association listed
as additional insureds

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella Policy

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

City of Miami, Flagstone, IGDH, IGRE, IGPS and Master Association listed as additional Insureds. Coverage is excess follow form over the general liability and auto policies

The above policies shall provide the City of Miami, Flagstone, Marina Tenant, Retail Tenant, Parking Tenant and Master Association with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

EXHIBIT C

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

Name: Victoria Mendez
Address: Office of the City Attorney
City of Miami
444 SW 2nd Avenue, 9th Floor
Miami, Florida 33130
Folio No. 01-3231-061-0040
Folio No. 01-3231-000-0030

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (hereinafter called "EASEMENT"), made this 10th day of December, 2022, between THE CITY OF MIAMI, a municipal corporation of the State of Florida, (hereinafter called "GRANTOR"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose mailing address is c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, FL 33233-0316, (hereinafter called "GRANTEE") (collectively, GRANTOR and GRANTEE referred to herein as the "Parties").

WITNESSETH:

THAT the GRANTOR, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged by the GRANTOR, has granted and does hereby grant to the GRANTEE, its successors and assigns, forever, an easement for the exclusive right and privilege of constructing and operating a 36-inch water main ("FACILITIES") on and within the property of the GRANTOR, shown and legally described on EXHIBIT "A" attached hereto and made a part hereof ("EASEMENT AREA"), including but not limited to, the right to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect the FACILITIES, and all appurtenant equipment thereto, including, but not limited to, fire hydrants, and/or water transmission and distribution facilities and all appurtenant equipment, with the right to remove or demolish, with no obligation to repair or replace same, any obstructions placed on the easement, including pavers, or similar obstructions that may extend up to twenty-five (25) feet vertically above the finished grade over the easement, as may be necessary to carry out any right granted herein,

with the full right of ingress thereto and egress therefrom on the express condition that it is used for the express purposes provided herein.

The FACILITIES shall be substantially as provided in the attached EXHIBIT "A". The GRANTEE shall regulate the installation and future operations of the FACILITIES so as not to conflict with normal operations of the GRANTOR; however, the GRANTEE shall have full right to enter upon the EASEMENT AREA at any time when normal operations or emergency repairs of the FACILITIES are required.

Subject to the limitations of Section 768.28, Florida Statutes, by acceptance of this instrument, the GRANTEE agrees to indemnify and hold harmless the GRANTOR from any and against all suits, claims, judgments, and all loss, damage, costs or charges, including attorney's fees and court costs, arising directly or indirectly from the installation, maintenance, repair, use or existence of the FACILITIES within the EASEMENT AREA. The GRANTEE acknowledges its liability for torts to the extent provided and allowed under Section 768.28, Florida Statutes. This indemnification shall survive any cancellation or release of this EASEMENT. The GRANTEE shall provide to the GRANTOR a letter of self-insurance approved by the GRANTOR'S Risk Management Department.

Any contractors utilized by the GRANTEE in connection with activities undertaken in this EASEMENT shall: (1) indemnify the GRANTOR and the GRANTEE for the negligent acts or omissions of the contractor and its subcontractors in connection with any activities undertaken on the EASEMENT AREA, and (2) obtain and provide to the GRANTOR a certificate of insurance in accordance with EXHIBIT "B" attached hereto.

The GRANTOR shall be given written notice and the opportunity by the GRANTEE to attend all preconstruction meetings on installation work of the FACILITIES within the EASEMENT AREA and shall be notified in writing well in advance of the actual start of construction within the EASEMENT AREA. It is further understood and agreed by and between the Parties hereto that the GRANTOR reserves for itself, its heirs and assigns, all other rights not specifically granted herein, including but not limited to, the right to construct streets, cross and recross said EASEMENT AREA.

The GRANTEE shall be held responsible for any damage to adjacent property as a result of the installation and future operation of the FACILITIES, and further, shall restore asphalt, pavement, concrete sidewalks, curb and gutter, and grass and landscaping to a

condition the same or better than the existing condition at the completion of the construction of the FACILITIES.

The GRANTEE during the course of installation and future operation of the FACILITIES shall not encroach beyond the boundaries of the EASEMENT AREA or any other easement that may be granted by the GRANTOR. Should this EASEMENT be abandoned or discontinued by law or otherwise, or no longer be of use for the purposes provided herein, or if the GRANTEE does not comply with any term, covenant or condition of this instrument, then this EASEMENT shall automatically cease and revert with the right of immediate possession and right of entry to the GRANTOR or its successors in interest.

The GRANTOR does hereby affirm that it has full power and authority to grant this EASEMENT, and the GRANTEE accepts the property in "as is" condition.

All notices or other communications will be deemed to have been given and received: (i) upon receipt if personally delivered; (ii) on the transmission date for facsimile and email communications if such transmission was made on a business day, or if not, then on the next business day, if such transmission is error-free; or (iii) three (3) business days after posting in the U.S. Mail for any communication that is sent by first class U.S. mail or certified mail and addressed to:

TO GRANTEE:
Miami-Dade County
Director
Department of Water and Sewer
P.O. Box 330316
Miami, Florida 33233-0316

WITH COPIES TO:
Miami-Dade County
Chief, Intergovernmental Affairs
Department of Water and Sewer
3071 SW 38 Avenue, Room 152
Miami, Florida 33146

TO GRANTOR:
CITY OF MIAMI
City Manager
City of Miami
3500 Pan American Drive
Miami, FL 33133

WITH COPIES TO:
City of Miami
City Attorney
444 SW 2 Avenue, Suite 945
Miami, FL 33130

City of Miami
Director of Real Estate and Asset
Management
444 SW 2 Avenue, Suite 325
Miami, FL 33130

or to such other address as any party may designate by notice complying with the terms of this paragraph.

Any disputes between the Parties under this instrument will be resolved in accordance with the Florida Governmental Conflict Resolution Act, Ch. 164, Fla. Stat., as amended from time to time.

This EASEMENT may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed Agreement upon request.

[Signatures appear on next page]

IN WITNESS WHEREOF, the GRANTOR herein has caused these presents to be executed in its name on the day and year first above written. Attestation of this EASEMENT by the City Clerk shall constitute evidence of approval by the City of Miami.

CITY OF MIAMI, a municipal
corporation of the State of Florida



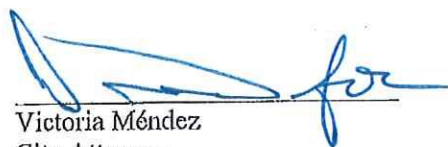
Arthur Noriega V
City Manager

ATTEST:



Todd B. Hammon
City Clerk

Approved as to Form and
Legal Sufficiency:



Victoria Méndez
City Attorney

Approved as to Insurance
Requirements:



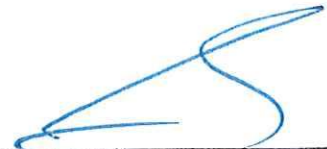
Ann-Marie Sharpe
Risk Management Director

IN WITNESS WHEREOF, the GRANTEE, by its County Mayor or County Mayor's designee, has caused the easement to be accepted and delivered on this 16 day of Dec, 2022.

ATTEST:

Harvey Ruvin,
Clerk of the Board,

MIAMI-DADE COUNTY,

By: 
Deputy Clerk

By: 
County Mayor

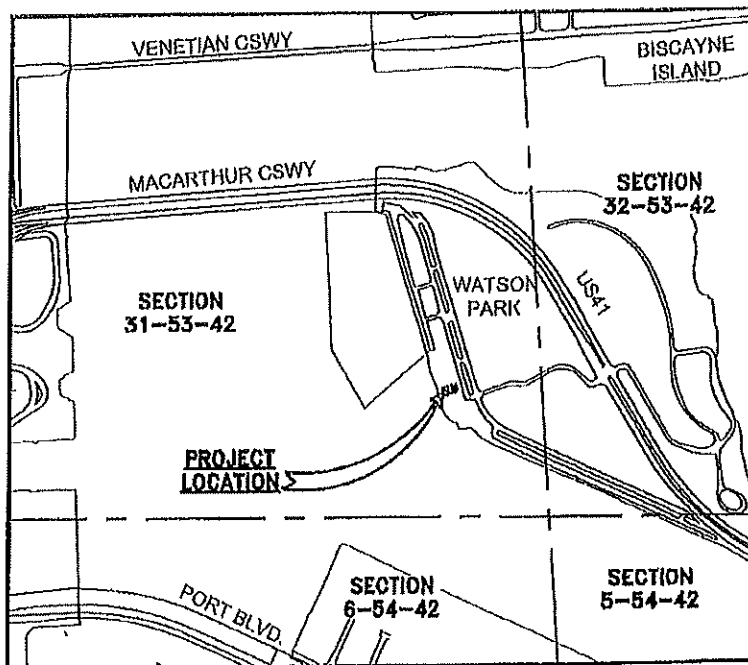


Approved as to Form and
Legal Sufficiency:

 for Sarah Davis
Assistant County Attorney

**SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
FOR TEMPORARY EASEMENT "B"
MIAMI-DADE COUNTY
SEC.31-TWN.53S-RGE.42E**

**EXHIBIT 'A'
THIS DOCUMENT IS
NOT VALID WITHOUT
ALL SHEETS**



SURVEYOR NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THIS "SKETCH & LEGAL DESCRIPTION" HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON.
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENT(S) OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.
5. BEARINGS ARE BASED ON AN ASSUMED MERIDIAN, WHERE THE SOUTHWESTERLY BULKHEAD LINE AS SHOWN IN PB. 166, PG. 11 BEARS N17°12'21"W. ALL DISTANCES AS SHOWN ARE BASED ON THE US SURVEY FOOT.
6. SURVEY REFERENCES (ALL FROM MIAMI-DADE PUBLIC RECORDS):
a. PLAT BOOK 166, PAGE 11
7. SINCE NO OTHER INFORMATION WAS FURNISHED OTHER THAN WHAT IS CITED IN THE SOURCES OF DATA, THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

ABBREVIATIONS:

(D) = DEED
(C) = CALCULATED
(R) = RECORD
(M) = MEASURED
ORB = OFFICIAL RECORDS BOOK
PB = PLAT BOOK
PG = PAGE
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PL = PROPERTY LINE

I HEREBY CERTIFY THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PERFORMED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEVE AND FURTHER, THAT SAID SKETCH MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO RULE 63-17, FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

Jose R. Batista
JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6777
3575 S. Le Jeune Rd. Miami, FL
33146 WA30 (786) 209-6196
Date: 10/14/2022

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THIS IS NOT A BOUNDARY SURVEY

**WATSON ISLAND SOUTH
(50'x471' TEMPORARY CONSTRUCTION EASEMENT "B")
MIAMI-DADE COUNTY, FLORIDA**

MIAMI-DADE WATER AND SEWER DEPARTMENT

DATE: OCTOBER 13, 2022

SCALE: N.T.S.

DRAWN BY: E.M.P.

S-470 1 of 4

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
FOR TEMPORARY EASEMENT "B"
MIAMI-DADE COUNTY
SEC.31-TWN.53S-RGE.42E

EXHIBIT 'A'
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LEGAL DESCRIPTION FOR TEMPORARY EASEMENT "B":

A 50 FEET WIDE STRIP OF LAND IN PORTIONS OF TRACT "C" AND TRACT "D" OF WATSON ISLAND SOUTHWEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 166 AT PAGE 11, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A":

A PORTION OF TRACT "C" OF WATSON ISLAND SOUTHWEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 166 AT PAGE 11, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST MOST SOUTHERLY POINT OF SAID TRACT "C"; THENCE NORTH 54°07'39" EAST ALONG THE SOUTHERLY LINE OF SAID TRACT "C"; A DISTANCE OF 67.92 FEET TO THE POINT OF BEGINNING; THENCE NORTH 17°28'00" WEST, A DISTANCE OF 5.27 FEET; THENCE NORTH 54°07'39" EAST ALONG A LINE PARALLEL WITH AND 5.00 FEET NORTH OF THE SOUTHERLY LINE OF SAID TRACT "C"; A DISTANCE OF 462.86 FEET TO A POINT ON THE EASTERLY LINE OF SAID TRACT "C"; THENCE SOUTH 26°22'36" EAST ALONG THE EASTERLY LINE OF SAID TRACT "C"; A DISTANCE OF 5.07 FEET; THENCE SOUTH 54°07'39" WEST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 463.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,316.38 SQUARE FEET OR 0.0532 ACRES, MORE OR LESS.

AND

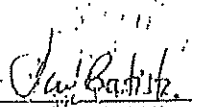
PARCEL "B":

A PORTION OF TRACT "D" OF WATSON ISLAND SOUTHWEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 166 AT PAGE 11, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST MOST SOUTHERLY POINT OF TRACT "C" OF WATSON ISLAND SOUTHWEST; THENCE NORTH 54°07'39" EAST ALONG THE SOUTHERLY LINE OF SAID TRACT "C"; A DISTANCE OF 67.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 54°07'39" EAST ALONG SAID LINE, A DISTANCE OF 463.69 FEET TO THE EAST MOST SOUTHERLY CORNER OF TRACT "C" OF SAID WATSON ISLAND SOUTHWEST PLAT; THENCE SOUTH 26°22'36" EAST ALONG THE EASTERLY LINE OF SAID TRACT "D"; A DISTANCE OF 45.63 FEET; THENCE SOUTH 54°07'39" WEST ALONG A LINE PARALLEL WITH AND 45.00 FEET SOUTH OF SAID SOUTHERLY LINE OF SAID TRACT "C"; A DISTANCE OF 471.14 FEET; THENCE NORTH 17°28'00" WEST, A DISTANCE OF 47.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 21,033.62 SQUARE FEET OR 0.4829 ACRES, MORE OR LESS.

FOR A TOTAL AREA OF 23,350 SQUARE FEET OR 0.536 ACRES, MORE OR LESS.


JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6777
3575 S. Le Jeune Rd. Miami, FL
33146 (708) 289-6196
Date: 10/13/2022

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

THIS IS NOT A BOUNDARY SURVEY	
WATSON ISLAND SOUTH	
(50'x471' TEMPORARY CONSTRUCTION EASEMENT "B")	
MIAMI-DADE COUNTY, FLORIDA	
MIAMI-DADE WATER AND SEWER DEPARTMENT	
DATE: OCTOBER 13, 2022	SCALE: N.T.S.
DRAWN BY: E.M.P.	S-470 2 of 4

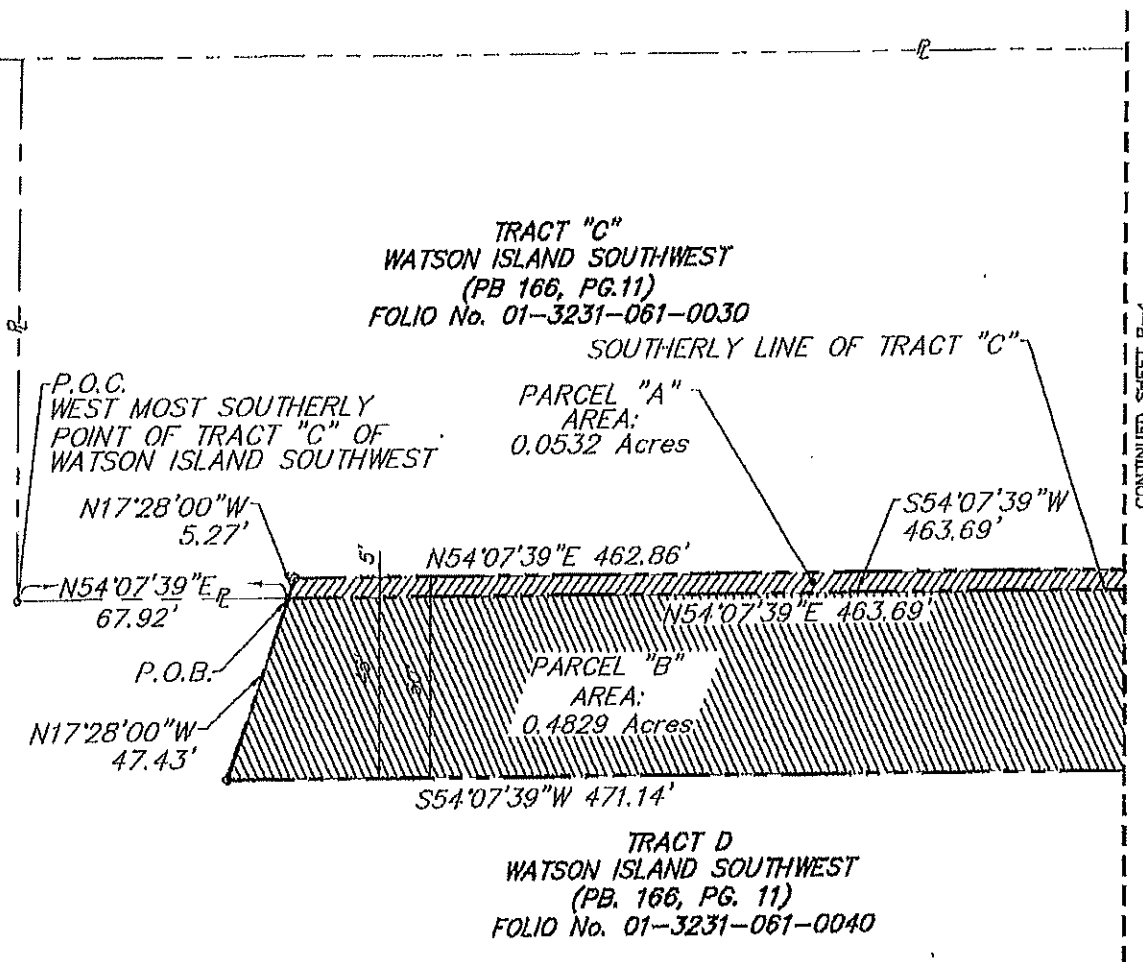
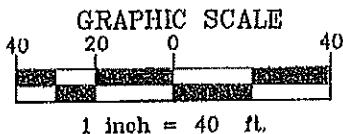
MDC050



SCALE: 1"=40'

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
FOR TEMPORARY EASEMENT "B"
MIAMI-DADE COUNTY
SEC.31-TWN.53S-RGE.42E

EXHIBIT 'A'
THIS DOCUMENT IS
NOT VALID WITHOUT
ALL SHEETS



Jose R. Batista
JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6777
3376 S. Le Jeune Rd. Miami, FL
33146 WASD (786) 268-5198
Date: 10/13/2022

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

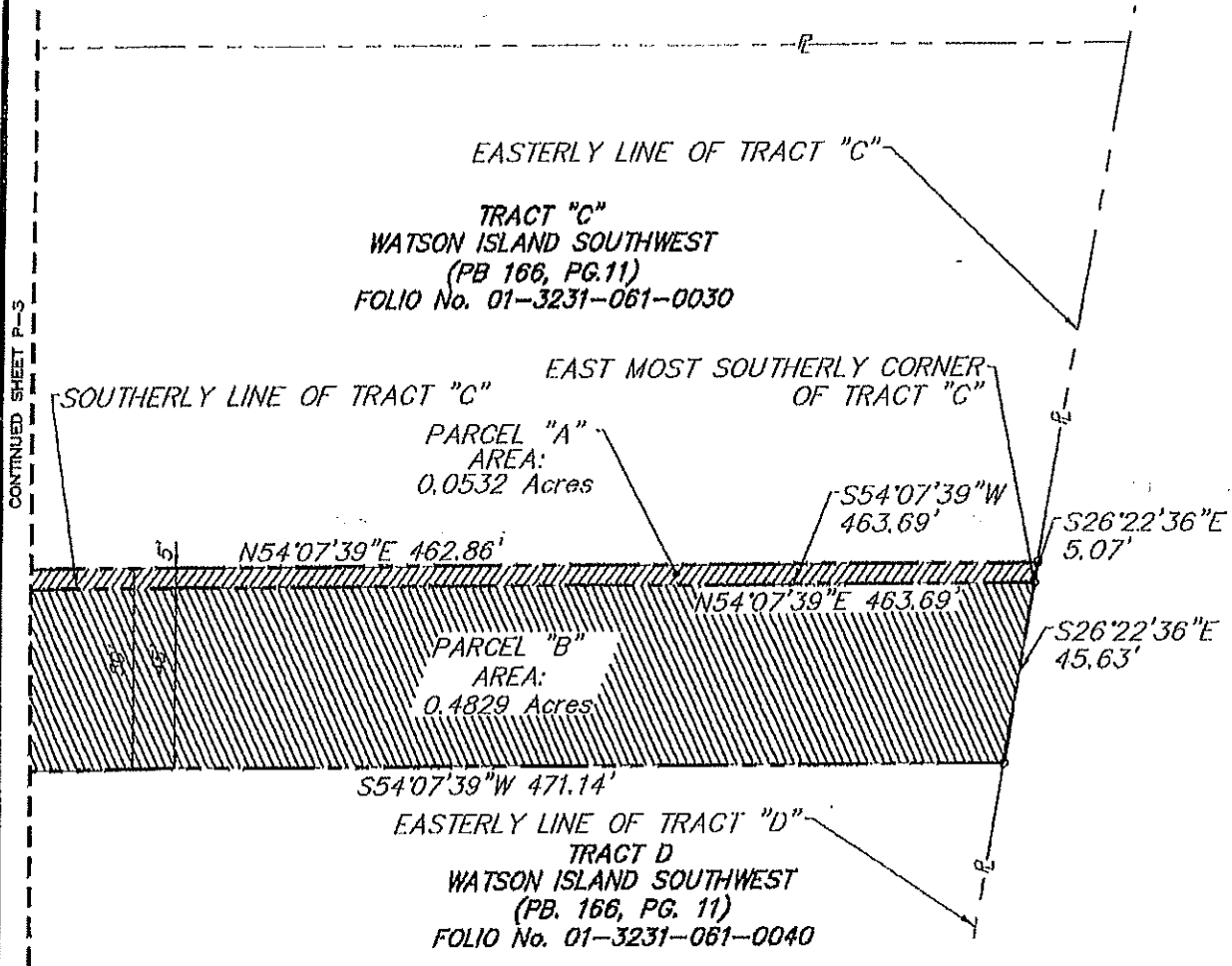
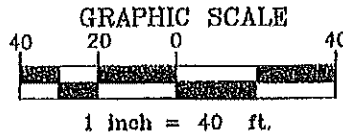
THIS IS NOT A BOUNDARY SURVEY	
WATSON ISLAND SOUTH	
(50'x471' TEMPORARY CONSTRUCTION EASEMENT "B")	
MIAMI-DADE COUNTY, FLORIDA	
MIAMI-DADE WATER AND SEWER DEPARTMENT	
DATE: OCTOBER 13, 2022	SCALE: 1"=40'
DRAWN BY: E.M.P.	S-470 3 of 4

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION
FOR TEMPORARY EASEMENT "B"
MIAMI-DADE COUNTY
SEC.31-TWN.53S-RGE.42E

EXHIBIT 'A'
THIS DOCUMENT IS
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SCALE: 1"=40'



Jose R. Batista
JOSE R. BATISTA, P.S.M.
Professional Surveyor and Mapper
State of Florida - License No. 6777
3578 S. Le Juane Rd. Miami, FL
33146-1450 (786) 260-5196
Date: 10/13/2022

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

THIS IS NOT A BOUNDARY SURVEY	
WATSON ISLAND SOUTH	
(60'x471' TEMPORARY CONSTRUCTION EASEMENT "B")	
MIAMI-DADE COUNTY, FLORIDA	
MIAMI-DADE WATER AND SEWER DEPARTMENT	
DATE: OCTOBER 13, 2022	SCALE: 1"=40'
DRAWN BY: E.M.P.	S-470 4 of 4

EXHIBIT "B"
INSURANCE REQUIREMENTS

I. Commercial General Liability

- A. Limits of Liability
- | | |
|---|-------------|
| Bodily Injury and Property Damage Liability | |
| Each Occurrence | \$2,000,000 |
| General Aggregate Limit | \$4,000,000 |
| Products/Completed Operations | \$2,000,000 |
| Personal and Advertising Injury | \$2,000,000 |
- B. Endorsements Required
- City of Miami, Flagstone, IGDH, IGRE, IGPS and Master Association listed as Additional Insureds
- Contingent and Contractual Liability
- Premises and Operations Liability
- Explosion, Collapse and Underground Hazard
- Primary Insurance Clause Endorsement

II. Business Automobile Liability

- A. Limits of Liability
- | | |
|--|-------------|
| Bodily Injury and Property Damage Liability | |
| Combined Single Limit | |
| Any Auto | |
| Including Hired, Borrowed or Non-Owned Autos | |
| Any One Accident | \$1,000,000 |
- B. Endorsements Required
- City of Miami, Flagstone, IGDH, IGRE, IGPS and Master Association listed as additional insureds

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

Employer's Liability

- A. Limits of Liability
\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella Policy

- A. Limits of Liability
Bodily Injury and Property Damage Liability
Each Occurrence \$2,000,000
Aggregate \$2,000,000

City of Miami, Flagstone, IGDH, IGRE, IGPS and Master Association listed as additional Insureds. Coverage is excess follow form over the general liability and auto policies

The above policies shall provide the City of Miami, Flagstone, Marina Tenant, Retail Tenant, Parking Tenant and Master Association with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change, or in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

EXHIBIT D

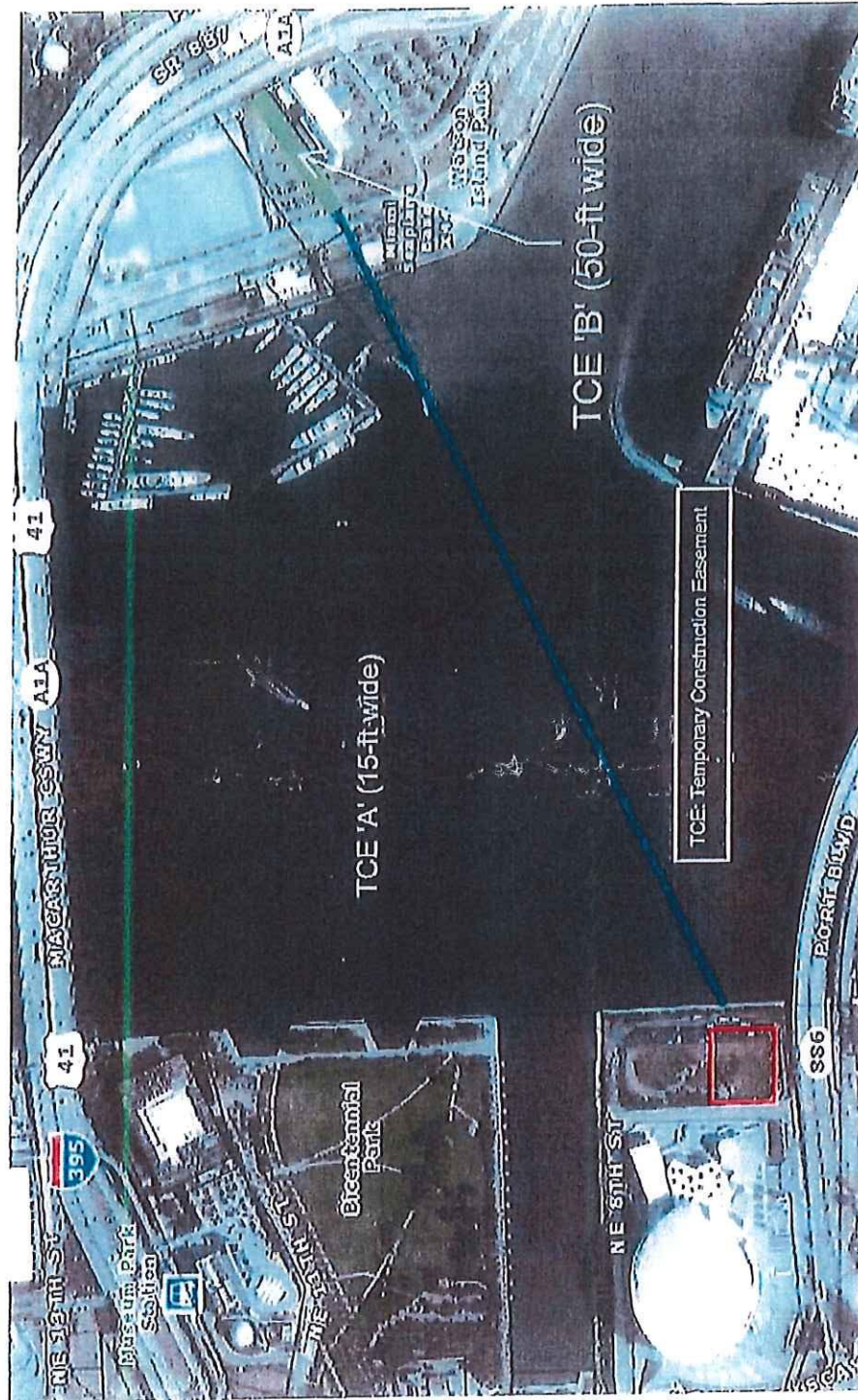


EXHIBIT E

EXHIBIT FOR TEMPORARY CONSTRUCTION EASEMENT ACCESS

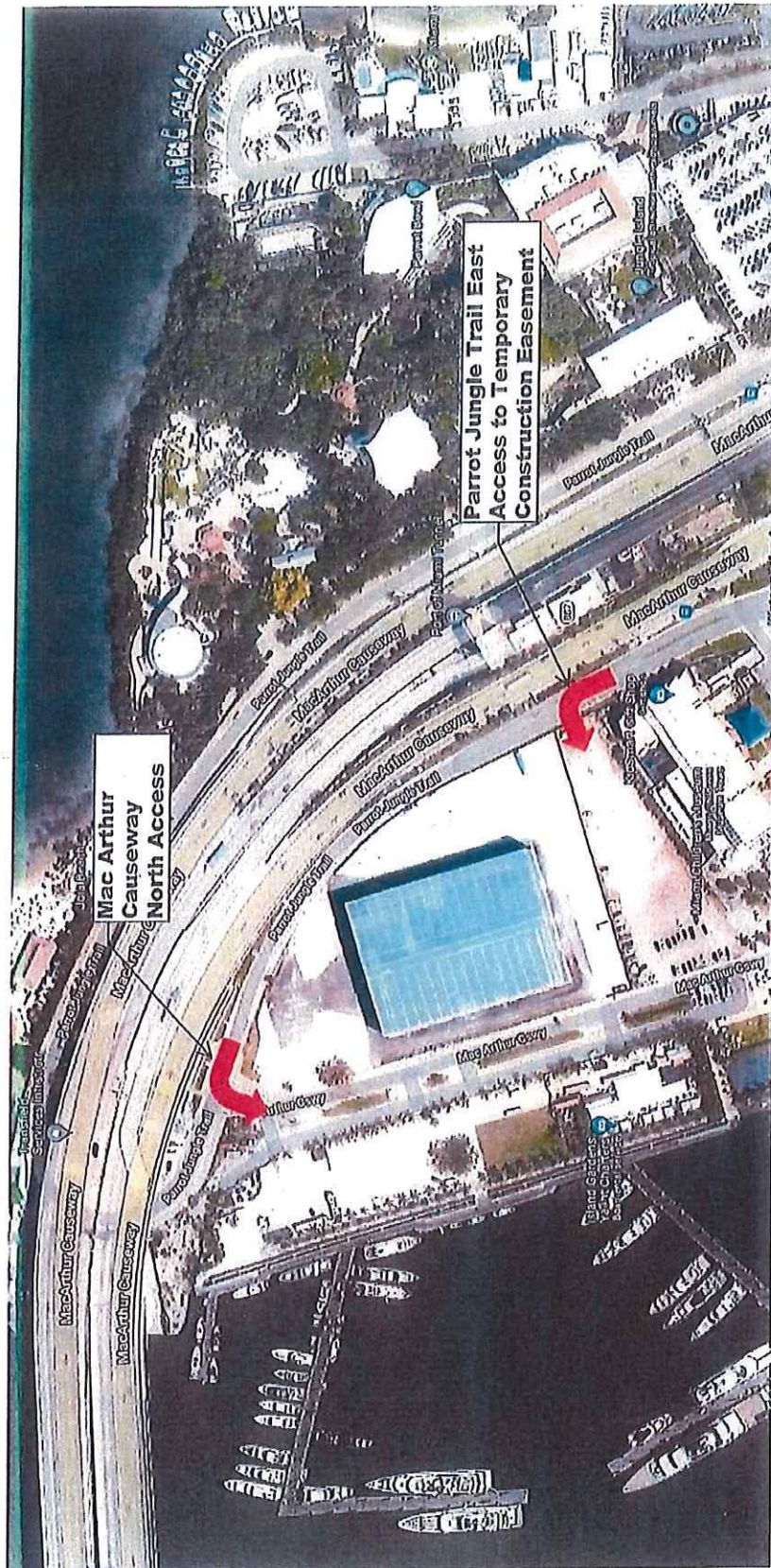
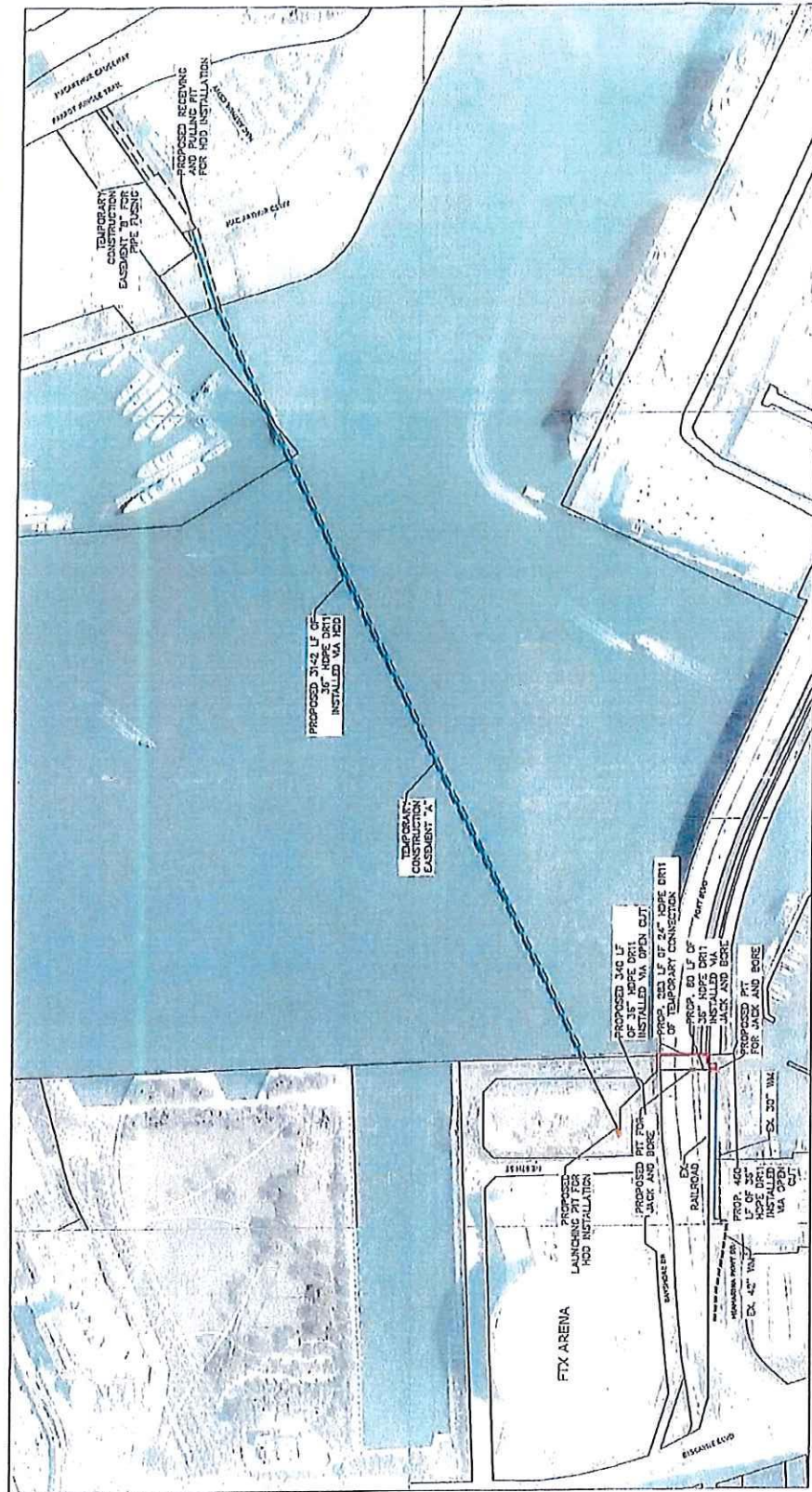


EXHIBIT F



CGS
CONSULTANTS

EMERGENCY DIRECTIONAL DRILL OF 36-INCH HDPE TO WATSON ISLAND

EXHIBIT G

INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$2,000,000
General Aggregate Limit	\$4,000,000
Products/Completed Operations	\$2,000,000
Personal and Advertising Injury	\$2,000,000

B. Endorsements Required

City of Miami, Flagstone, IGDH, IGRE, IGPS and Master Association listed as Additional Insureds
Contingent and Contractual Liability
Premises and Operations Liability
Explosion, Collapse and Underground Hazard
Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required

City of Miami, Flagstone, IGDH, IGRE, IGPS and Master Association listed as additional insureds

III. Worker's Compensation

Limits of Liability
Statutory-State of Florida
Waiver of subrogation

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A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident.
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella Policy

A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$2,000,000
Aggregate	\$2,000,000

City of Miami, Flagstone, IGDH, IGRE, IGPS and Master Association listed as additional Insureds. Coverage is excess follow form over the general liability and auto policies

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Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: April 18, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(O)(1)

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 _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)
4-18-23

RESOLUTION NO. _____ R-370-23

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIAMI, THE CITY OF MIAMI'S TENANTS ON WATSON ISLAND, AND MIAMI-DADE COUNTY, PURSUANT TO SECTIONS 2-9 AND 2-10, CODE OF MIAMI-DADE COUNTY, FLORIDA RELATED TO AN EMERGENCY PROJECT FOR RELOCATION OF A 36-INCH WATER MAIN, INCLUDING CONVEYANCE OF TEMPORARY CONSTRUCTION AND PERMANENT EASEMENTS FROM THE CITY OF MIAMI TO THE COUNTY; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED THEREIN, ACCEPT AND RELEASE THE TEMPORARY CONSTRUCTION EASEMENTS REQUIRED FOR THE PROJECT, AND ACCEPT A PERMANENT EASEMENT FROM THE CITY OF MIAMI FOR THE RELOCATED 36-INCH WATER MAIN

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

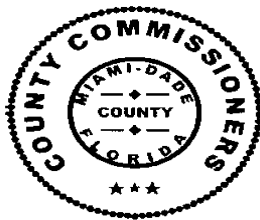
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that, pursuant to sections 2-9 and 2-10 of the Code of Miami-Dade County, Florida, this Board ratifies the County Mayor or County Mayor's designee's execution of an Interlocal Agreement between the City of Miami, the City of Miami's tenants on Watson Island, and Miami-Dade County, in substantially the form attached to the accompanying memorandum and made a part hereof, related to an emergency project to relocate a 36-inch water main, which provides water to the downtown Miami area and the City of Miami Beach. The Interlocal Agreement sets out the conditions under which the County's contractor can work on Watson Island and includes conveyance of temporary

construction and permanent easements from the City to the County. The Board also authorizes the County Mayor or County Mayor's designee to exercise the provisions contained in the Interlocal Agreement, to accept and release the temporary construction easements required for the project, and to accept a permanent easement from the City of Miami for the relocated 36-inch water main.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of April, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis