

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, A TEMPORARY EASEMENT AGREEMENT WITH MIAMI-DADE COUNTY (COUNTY) FOR A NON-EXCLUSIVE ACCESS AND STAGING AREA ON CITY PROPERTY IN ORDER TO PROVIDE 46 STREET AND 53 STREET BEACH ACCESS POINTS TO THE COUNTY OR ITS DESIGNEE TO PLACE CLEAN SAND ON THE CITY'S BEACHES UNDER A US ARMY CORPS OF ENGINEERS BEACH RENOURISHMENT PROGRAM; AND FURTHER AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AGREEMENT.

WHEREAS, the City, State of Florida, Miami-Dade County and US Army Corps of Engineers (US Army Corps) have coordinated to provide beach material in four eroded areas of the Miami Beach, Miami-Dade County, Florida, Erosion Control and Hurricane Protection Project; and

WHEREAS, the lands are located seaward of the erosion control line (ECL) at Miami Beach between Florida Department of Environmental Protection (FDEP) reference monuments R-43 and R-46, R-49 and R-51, R-53 and R-56, and between R-60 to R-61; and

WHEREAS, the County, on behalf of the US Army Corps, requires a staging area in order to stage the vehicles and equipment needed to install the fill along the beach; and

WHEREAS, the City owns upland property from the ECL, legally described or depicted in Exhibit A to the proposed Temporary Easement (the "Temporary Easement Areas"), which would be used as a staging area, subject to the terms, conditions, reservations and restrictions set forth in the Temporary Easement Agreement; and

WHEREAS, the proposed Temporary Easement Agreement (including sketch and legal description of the Temporary Easement Areas) is incorporated herein by reference and attached as Exhibit "1" hereto.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve, in substantial form, a Temporary Easement Agreement with Miami-Dade County (County) for a non-exclusive access and staging area on City property in order to provide 46 street and 53 street beach access points to the County or its designee to place clean sand on the city's beaches under a US Army Corps of Engineers Beach Renourishment Program; and further authorize the City Manager and City Clerk to execute the final agreement.

PASSED and ADOPTED this ____ day of May, 2019.

Dan Gelber, Mayor

ATTEST:

Rafael Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature]

City Attorney *AMT*

5-2-19

Date

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

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

(Reserved for Clerk of the Court)

TEMPORARY EASEMENT AGREEMENT

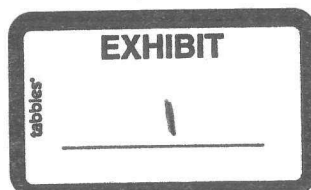
This TEMPORARY EASEMENT AGREEMENT ("Agreement") is made and entered into as of the ____ day of May 2019 ("Effective Date"), by and between the City of Miami Beach, a municipal corporation of the State of Florida (the "City"), with an address of 1700 Convention Center Drive, Miami Beach, Florida 33139, Attention: City Manager, and Miami-Dade County (the "County"), a political subdivision of the State of Florida, 111 NW 1st Street, Miami, Florida 33128.

RECITALS

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

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

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



2. The City hereby grants to Miami-Dade County, its successors, and assigns, for the use of the County, its agents, employees, contractors, representatives and licensees, for a 24 month period commencing on the Effective Date, the temporary, non-exclusive easement on, over, and upon the Temporary Easement Areas, subject to the terms, conditions, reservations and restrictions set forth herein, for the purpose of access, as well as all other work necessary or incidental to the construction of the Joint Project, including but not limited to borrow and/or deposit fill, erection and removal of temporary structures, staging of vehicles, equipment and materials, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles, in connection with the Joint Project. The only areas of the Property which can be utilized for ingress and egress are the areas of the Property labeled and described as "Access Area" in Exhibit "A". THE EASEMENT USE SHALL BE SUBJECT TO A CITY PUBLIC WORKS RIGHT-OF-WAY PERMIT PROCESS.
3. Assignment. The City acknowledges that any of the rights set forth herein may be assigned, in whole or in part, including but not limited to the County's assignment of this Agreement to the Corps, its agents, contractors, and employees, who shall be performing work and activities on the Property, and the rights and obligations of the parties shall inure to the benefit of and be binding upon their successors and assigns.
4. Parking. A City permit or City authorization shall be required for the actual parking spaces needed at the 53rd Street Parking Lot identified in Exhibit "A", and such permit or authorization shall require payment to the City up of \$10.00 per parking space per day for each day that such parking spaces are reserved with the appropriate City department. In no event shall such reservation exceed either 52 parking spaces per day or 730 days, and the required payment for such parking spaces shall not exceed \$379,600.00. Notwithstanding anything stated herein, if revenues have been received by the City that meet the City's bond obligations for said parking spaces for the relevant time period, no payment shall be required. If the City's bond revenue obligations for said parking spaces are not met for the relevant time period, but the bond revenue deficit is less than the payment that would otherwise be required for parking spaces under this paragraph, then only the amount of the bond revenue deficit shall be due.
5. At the 46th Street Parking Lot - The County, and/or its designee, are precluded from using the Temporary Easement Area identified in Exhibit "A" during Art Basel (November 14, 2019 through December 14, 2019) as detailed in the contractor's specifications.
6. Enforcement. The parties shall resolve any disputes, controversies, or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes, as amended.
7. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.
8. Nothing in this Agreement, express or implied, is intended to (i) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (ii) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

EXECUTED as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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

Name: _____

By:
Name: _____

Name: _____

Title: _____

Attest:

By: _____, City Clerk
Rafael E. Granado

Approved as to form and language and for execution:

City Attorney Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by
_____, as _____, for the City of Miami Beach,
Florida.

By: _____
Signature of Notary Public

Printed, typed or stamp

My Commission Expires:

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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

Name: _____

By:
Name: _____

Name: _____

Title. _____

Attest:

By: _____, County Clerk

Approved as to form and language and for execution:

County Attorney Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by
_____, as _____, for Miami-Dade County.

By: _____
Signature of Notary Public

Printed, typed or stamp

My Commission Expires:

EXHIBIT “A”

LOCATION OF TEMPORARY EASEMENT AREAS AND MAP

EXHIBIT "A"

LEGAL DESCRIPTION:

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

ACCESS AREA:

COMMENCE AT THE NORTHWEST CORNER OF LOT 12, OF SAID "AMENDED PLAT OF THE INDIAN BEACH CORPORATION'S SUBDIVISION; THENCE S 01°32'34" W, ALONG THE WESTERLY RIGHT OF WAY LINE OF COLLINS AVENUE, A DISTANCE 318.73 FEET TO THE POINT OF BEGINNING; THENCE S 82°40'57" E A DISTANCE OF 181.39 FEET; THENCE N 87°39'29" E A DISTANCE OF 38.63 FEET; THENCE S 82°28'49" E A DISTANCE OF 183.71 FEET; THENCE S 86°57'52" E A DISTANCE OF 50.80 FEET TO A POINT HEREINAFTER REFER TO AS POINT "A"; THENCE S 78°13'32" W A DISTANCE OF 29.15 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 123.73 FEET, A CHORD WHICH BEARS N 75°56'14" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°51'17" A DISTANCE OF 40.72 FEET; THENCE N 87°15'08" E TO THE INTERSECTION WITH THE EROSION CONTROL LINE, A DISTANCE OF 20.45 FEET; THENCE S 02°44'52" E ALONG THE EROSION CONTROL LINE A DISTANCE OF 15.77 FEET; THENCE N 89°35'44" W A DISTANCE OF 16.66 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTH HAVING A RADIUS OF 106.32 FEET, A CHORD WHICH BEARS S 75°28'46" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°46'50" A DISTANCE OF 44.13 FEET; THENCE S 64°34'18" W A DISTANCE OF 15.08 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 75.27 FEET, A CHORD WHICH BEARS S 82°09'55" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°44'24" A DISTANCE OF 28.56 FEET; THENCE N 82°29'49" W A DISTANCE OF 210.06 FEET; THENCE S 87°39'29" W A DISTANCE OF 52.33 FEET; THENCE N 82°40'57" W TO THE INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF COLLINS AVENUE, A DISTANCE OF 181.06 FEET; THENCE N 01°32'34" E ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF COLLINS AVENUE, A DISTANCE OF 20.10 FEET TO THE POINT OF BEGINNING.

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

STAGING AREA:

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

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

SURVEYOR'S NOTES:

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


SURVEYOR'S CERTIFICATION:

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

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

04/29/2019

DATE


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

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

ACCEPTED BY:


BRIAN T. BELLINO
CITY SURVEYOR

REVISED
S.T.P.

TITLE:

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

AS1

COLLINS AVENUE
(130' R/W)



POINT OF BEGINNING
N: 541535.40
E: 944833.29

POINT OF COMMENCEMENT
N.E. CORNER LOT 12, BLOCK 8

BLOCK 8
"AMENDED PLAT OF
INDIAN BEACH CORPORATION'S SUBDIVISION"
(PLAT BOOK 8, PAGE 61)

ACCESS AREA
10,126 SQ.FT.

PARKING LOT P-71

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING
C5	123.73'	18°51'17"	40.72'	N75°56'14"E
C6	106.32'	23°46'50"	44.13'	S75°28'46"W
C7	75.27'	21°44'24"	28.56'	S82°09'55"W

INDIAN BEACH PARK

STAGING AREA
40,933 SQ.FT.

EROSION CONTROL LINE
S 02°44'52" E

BEACH

PROPERTY LINE

POINT A
N: 541487.14
E: 945284.00

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

ACCEPTED BY:

REVISED

TITLE:

SKETCH OF DESCRIPTION
46TH STREET P-71 AND INDIAN BEACH PARK

ACCESS AREA AND STAGING AREA

AS2

EXHIBIT "A"

BRIAN T. BELLINO
CITY SURVEYOR

EXHIBIT "A"

LEGAL DESCRIPTION:

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

ACCESS AREA:

COMMENCE AT THE NORTHWEST CORNER OF LOT 25, OF SAID "AMENDED PLAT OF FIRST OCEAN FRONT SUBDIVISION", SAID POINT ALSO BEING A POINT ON A CURVE CONCAVE TO THE EAST, A CHORD WHICH BEARS S 10°18'12" E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG THE EASTERLY RIGHT OF WAY LINE OF COLLINS AVENUE, THROUGH A CENTRAL ANGLE OF 01°55'15" A DISTANCE OF 150.10 FEET TO THE POINT OF BEGINNING; THENCE S 82°32'40" E A DISTANCE OF 64.38 FEET; THENCE S 07°35'40" W A DISTANCE OF 96.70 FEET; THENCE S 42°13'34" W A DISTANCE OF 37.53 FEET TO POINT HEREINAFTER REFERED TO AS POINT "A"; THENCE N 07°22'59" E A DISTANCE OF 112.15 FEET; THENCE N 82°21'39" W TO THE INTERSECTION WITH THE SAID EASTERLY RIGHT OF WAY LINE OF COLLINS AVENUE, DISTANCE OF 43.08 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 4477.44 FEET, A CHORD WHICH BEARS N 09°14'43" E; THENCE NORTHERLY EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°11'42" A DISTANCE OF 15.25 FEET TO THE POINT OF BEGINNING;

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

STAGING AREA:

BEGIN AT POINT "A"; THENCE N 42°13'34" E A DISTANCE OF 51.62 FEET; THENCE S 82°30'47" E A DISTANCE OF 232.10 FEET; THENCE S 38°57'16" E A DISTANCE OF 59.94 FEET TO A POINT HEREINAFTER REFERED TO AS POINT "B"; THENCE S 04°55'11" W A DISTANCE OF 17.30 FEET; THENCE N 82°47'51" W A DISTANCE OF 305.20 FEET; THENCE N 05°47'27" E A DISTANCE OF 17.69 FEET TO POINT "A" SAID POINT ALSO BEING THE POINT OF BEGINNING.

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

ACCESS AREA:

BEGIN AT POINT "B"; THENCE N 38°57'16" W A DISTANCE OF 9.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 63.00 FEET, A CHORD WHICH BEARS S 80°04'22" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 64°42'46" A DISTANCE OF 71.16 FEET; THENCE S 88°41'50" E A DISTANCE OF 171.07 FEET TO THE INTERSECTION WITH THE EROSION CONTROL LINE; THENCE S 04°27'03" W. ALONG THE EROSION CONTROL LINE, A DISTANCE OF 18.70 FEET; THENCE N 89°06'13" W A DISTANCE OF 167.46 FEET; THENCE N 48°14'51" W A DISTANCE OF 28.35 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 60.11 FEET, A CHORD WHICH BEARS N 82°42'22" W; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°36'46" A DISTANCE OF 42.60 FEET TO POINT "B" SAID POINT ALSO BEING THE POINT OF BEGINNING.

CONTAINING 4,091 SQUARE FEET OR 0.1 ACRES MORE OR LESS..

SURVEYOR'S NOTES:

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


SURVEYOR'S CERTIFICATION:

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

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

04/29/2019

DATE


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

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

ACCEPTED BY:



BRIAN T. BELLINO
CITY SURVEYOR

REVISED
B.T.B.

TITLE:

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

AS3

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Feet
Acres

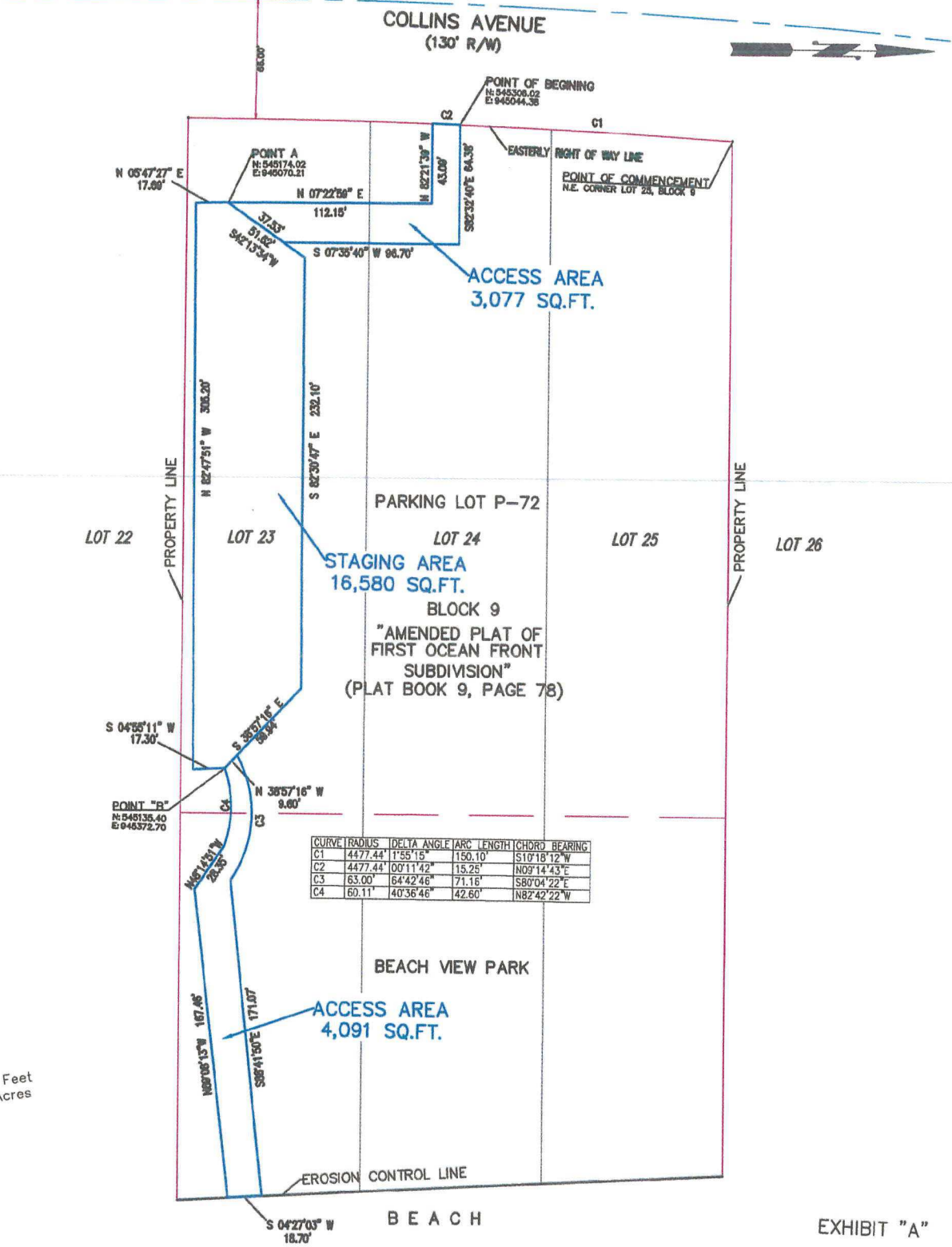


EXHIBIT "A"

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

ACCEPTED BY:
BRIAN T. BELLINO
CITY SURVEYOR

REVISED
B.T.B.

TITLE:
SKETCH OF DESCRIPTION
53RD STREET P-72 AND BEACH VIEW PARK
ACCESS AND STAGING AREAS

AS4