

This instrument prepared by:

Name: Raul J. Aguila, City Attorney  
Address: Office of the City Attorney  
1700 Convention Center Drive, 4<sup>th</sup> Floor  
Miami Beach, FL 33139

(Space reserved for Clerk)

**UTILITY EASEMENT AGREEMENT  
FOR SANITARY SEWER CLEAN-OUTS**

**THIS GRANT OF A UTILITY EASEMENT AGREEMENT FOR SANITARY SEWER CLEAN-OUTS** (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), between the 1212 Lincoln Road Commercial Condominium Association, Inc., a Florida Not For Profit Corporation, and its successors and assigns (hereinafter called "Grantor") and the City of Miami Beach, Florida (the "City"), a municipal corporation of the State of Florida, and its successors and assigns (hereinafter called "Grantee").

**WITNESSETH:**

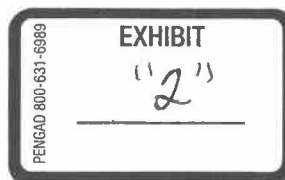
**WHEREAS**, the property located at 1614-1624 Alton Road (Folio Nos. 02-3234-018-0130, 0140, 0150, and 0160), in the City of Miami Beach, Florida (the "City"), as more particularly described in **EXHIBIT "A"** hereto (the "Grantor's Property"), was submitted to the condominium form of ownership by 1212 Lincoln, LLC, a Florida limited liability company ("Developer") and ARRP 1600 Alton, LLC, a Florida limited liability company ("ARRP") (collectively, "Grantor's predecessors in interest"), under the name of *1212 Lincoln Road Commercial Condominium* (the "Condominium"), pursuant to that certain Declaration of Condominium (the "Declaration"), recorded in Official Records Book 31786, at Page 3233, of the Public Records of Miami-Dade County, Florida; and

**WHEREAS**, pursuant to the Declaration, Grantor has authority to enter into this Agreement and bind the property/unit owners; and

**WHEREAS**, Grantor's predecessors in interest obtained approval by the City's Design Review Board ("DRB") (DRB File No. 0416-0015) for the construction of a new five-story mixed-use building with accessory parking to replace five (5) one and two-story buildings on the Grantor's Property; and

**WHEREAS**, pursuant to DRB File No. 0416-0015, the DRB also approved the demolition of one (1) two-story bank building located at 1628-1634 Alton Road (Folio Nos. 02-3234-018-0170 and 0180), owned by Developer; and

**WHEREAS**, during the installation process, the contractor discovered that existing facilities near the right of way line prevented the installation of two required sanitary sewer clean-outs (the "Sewer Clean-Outs") within the public right of way, requiring the installation to be on Grantor's Property; and



**WHEREAS**, in order to address this development issue, Grantor offered to convey to the City a perpetual, non-exclusive utility easement on the Grantor's Property for the City to access, construct, install, operate, maintain, repair replace and upgrade the Sewer Clean-Outs; and

**WHEREAS**, on May 12, 2020, the Mayor and City Commission adopted Resolution No. \_\_\_\_\_, authorizing the City Manager to accept this Easement (as defined in Section 2), along with a companion easement for use and maintenance of a Water Meter, together with accompanying meter box on the Grantor's Property.

**NOW THEREFORE**, for and in consideration of ten and no/100 dollars (\$10.00) and other good and valuable consideration, the receipt of which is acknowledged, the parties hereby mutually covenant and agree as follows:

### **GRANT OF EASEMENT**

1. **Recitals.** The above recitals are true and correct and are hereby incorporated into this Agreement.

2. **Consideration and Description.** the Grantor, for and in consideration of the approval of the City to allow the City's Sewer Clean-Outs to be installed on the Grantor's Property, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee, a perpetual, non-exclusive easement (the "Easement") on, over, and under a portion of Grantor's Property, as such property is more specifically described and delineated in **EXHIBIT "B,"** attached hereto and made a part hereof (the "Easement Area") to access, construct, install, operate, maintain, repair replace and upgrade two Sewer Clean-Outs, together with the non-exclusive right of ingress, egress and regress over Grantor's Property for access to the Easement Area.

3. **Uses.**

3.1 The Grantee shall use the Easement and the Easement Area during the Term provided herein for the express purposes provided in Section 2 hereof, which will include, without limitation, use of two Sanitary Sewer Clean-Outs, as needed by the Grantee, through its designated City Department, to unblock any clogs or backups from the Grantor's Property line to the point of connection at the sanitary sewer main line. Grantee may utilize the Easement Area during the Term without Grantor's prior written approval at any time or times.

3.2 The Grantor shall have the right to full use and enjoyment of Grantor's Property, except for such use as may unreasonably interfere with the exercise by the Grantee of the rights granted under this Agreement. Grantor shall be prohibited from obstructing Grantee's access to, or use of, the Easement Area. GRANTOR shall not construct, or permit to be constructed, any structure or improvement, on or over the Easement Area.

4. **Inspection.** It is hereby agreed that any City official has the right, during normal business hours, to enter and investigate the use of the Grantor's Property to verify compliance with the conditions of this Agreement and the requirements of the City's building, public works, zoning and land development regulations.

5. **Term.** This Agreement shall remain in full force and effect and shall be binding upon the Grantor, its successors in interest and assigns, for a period of thirty (30) years, and for successive ten (10) year periods thereafter, from the date of this Agreement is recorded in the

Public Records of Miami-Dade County, Florida ("Term"). This time period will be automatically renewed unless released upon a petition for removal, modification or amendment of condition is approved by an act of the City Commission. The Easement and rights granted herein shall be perpetual and shall be possessed and enjoyed by the Grantee, its successors and assigns, for the purposes stated herein.

6. **Maintenance**. At all times during the Term, the Sewer Clean-Outs shall remain property of the Grantee and Grantee, at its sole cost and expense, shall maintain the Sewer Clean-Outs and shall make all repairs as deemed necessary by Grantee, in its reasonable discretion; provided, however, that Grantor shall be responsible for reimbursing Grantee for any damage caused by Grantor, its officers, employees, contractors, agents and invitees. The maintenance, repair and replacement of any other portions of the Easement Area including, without limitation, the repair and replacement of any other attachments, including the sanitary sewer service line shall remain Grantor's responsibility.

7. **Notices**. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by messenger or courier service; or mailed (airmail, if international) by registered or certified mail (postage prepaid), return receipt requested; or sent by any form of overnight mail service, addressed to:

AS TO GRANTOR: 1212 Lincoln Road Commercial Condominium Association, Inc.  
Attn: Legal Department  
2200 Biscayne Boulevard  
Miami, Florida 33137

WITH COPIES TO: Bercow, Radell Fernandez Larkin & Tapanes  
Attn: Graham Penn, Esq.  
200 S. Biscayne Boulevard,  
Suite 850  
Miami, Florida 33131

AS TO GRANTEE: City of Miami Beach  
Attn: City Manager  
1700 Convention Center Drive, 4<sup>th</sup> Floor  
Miami Beach, FL 33139

WITH COPIES TO: City of Miami Beach  
Attn: City Attorney  
1700 Convention Center Drive, 4<sup>th</sup> Floor  
Miami Beach, FL 33139

Or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered: (i) on the date delivered if by personal delivery; (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (iii) on the day after mailing by any form of overnight mail service.

8. **Miscellaneous Terms and Conditions**

8.1 **Sovereign Immunity.** Nothing contained herein shall be construed as a waiver of GRANTEE'S Right of sovereign immunity.

8.2 **Construction.** For purposes of construction by a Court, the parties hereto acknowledge that both parties hereto participated in the drafting of this document.

8.3 **City's Governmental Capacity/No Waiver of City Police Powers.** Grantor confirms that it has full power and authority to grant this Easement. Nothing in this Agreement or in the parties' acts or omissions in connection herewith shall be deemed in any manner to waive, impair, limit, or otherwise affect the authority of the Grantee in the discharge of its police or governmental powers.

8.4 **Remedies.** An action to enforce the terms and conditions of this Agreement may be brought by the Grantee and may be, at law or in equity, against any party or person violating or attempting to violate any provision of this Agreement or provisions of the Building, City Code, Zoning or Land Development Regulations, either to restrain violations or to recover damages.

8.5 **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, Grantor and Grantee and their respective successors and assigns.

8.6 **Entire Agreement; Modifications.** This Agreement sets forth the entire agreement between the parties specifically relating to the subject matter of the Easement granted hereby and there are no other agreements or understandings between them relating to Grantee's use of the Easement Area. This Agreement may not be modified, released or terminated except by written agreement, executed by the parties hereto or their respective successors and/or assigns, and in the case of Grantee, approved by the Mayor and City Commission of the City of Miami Beach.

8.7 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court for the Southern District of Florida, if in federal court.

8.8 **Grantor Representations.** Grantor covenants, warrants and represents (i) that Grantor is the fee simple owner of Grantor's Property and has the right title and capacity to grant the perpetual Easement granted herein, and (ii) there are no lienholders on the Grantor's Property.

8.9 **Easements and Covenants Run with the Land.** Each and all of the easements, covenants, obligations and rights granted or created under the terms of this Agreement are appurtenant to Grantor's Property.

8.10 **Recording.** This Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, by Grantee at the cost of Grantor.

**TO HAVE AND TO HOLD** the same unto Grantee, its successors and assigns forever, and Grantor will defend the title to Grantor's Property against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, the Grantor herein has caused these presents to be executed in its name on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Witnesses:

\_\_\_\_\_  
Signature

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

1212 Lincoln Road Commercial Condominium  
Association, Inc., a Florida not for profit corporation  
Address: 2200 Biscayne Boulevard  
Miami, Florida 33137

\_\_\_\_\_  
Signature

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

By: \_\_\_\_\_  
David B. Smith, President

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

SS:

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by David Smith, as President of the 1212 Lincoln Road Commercial Condominium Association, Inc., a Florida not for profit corporation, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large  
(NOTARY SEAL)

My Commission Expires:

**IN WITNESS WHEREOF**, the Grantee herein has caused these presents to be executed in its name on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF MIAMI-DADE    )

The forgoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation of the State of Florida, on behalf of said municipal corporation, who is personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

[NOTARIAL SEAL]

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

## Mortgage Joinder and Consent

to

### Utility Easement Agreement for Sanitary Sewer Clean-Outs

Truist Bank, a North Carolina banking corporation, as successor by merger to SunTrust Bank ("Mortgagee"), as owner and holder of that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing by and among 1212 Lincoln, LLC, a Florida limited liability company ("1212 Lincoln"), ARRP 1600 Alton, LLC, a Florida limited liability company ("ARRP 1600") and Mortgagee, recorded on June 4, 2019, in Official Records Book 31470, at Page 91, of the Public Records of Miami-Dade County, Florida (the "Mortgage"), including the following related security instruments: Assignment of Leases and Rents, recorded on June 4, 2019, in Official Records Book 31470, at Page 113, of the Public Records of Miami-Dade County, Florida, and Uniform Commercial Code Financing Statement Form, recorded on June 4, 2019, in Official Records Book 31470, at Page 125, of the Public Records of Miami-Dade County, Florida, hereby joins in and consents to the granting of this Utility Easement Agreement for Sanitary Sewer Clean-Outs (the "Agreement") in favor of the City of Miami Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, all in accordance with the terms and conditions set forth in this Agreement. Mortgagee agrees that in the event Mortgagee or any other party shall obtain title to the Grantor's Property through foreclosure or deed-in-lieu of foreclosure, the Agreement shall be binding upon the entity obtaining title as the then owner of Grantor's Property.

Witnesses

Truist Bank

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of \_\_\_\_ physical presence or \_\_\_\_ online notarization on this \_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_ as \_\_\_\_\_ on behalf of Truist Bank, a North Carolina banking corporation. He or she is \_\_\_\_ personally known to me or, \_\_\_\_ produced \_\_\_\_\_ as identification.

Notary Public – State of \_\_\_\_\_

\_\_\_\_\_  
Print Name; \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Exhibit "A"**

**Grantor's Property**



CONDOMINIUM PARCEL

THE WEST 47.50 FEET OF LOTS 1 AND 2, BLOCK 45, "COMMERCIAL SUBDIVISION OF THE ALTON BEACH REALTY COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE CITY OF MIAMI BEACH, FLORIDA, SAID PARCEL BEING THAT CERTAIN AIRSPACE LYING BELOW A HORIZONTAL PLANE AT ELEVATION 24.83 FEET NATIONAL GEODETIC VERTICAL DATUM OF 1929. (N.G.V.D. 29).

TOGETHER WITH:

LOTS 3, 4, 5, 6 AND 7, BLOCK 45, "COMMERCIAL SUBDIVISION OF THE ALTON BEACH REALTY COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE CITY OF MIAMI BEACH, FLORIDA

TOGETHER WITH:

THE WEST 84.05 FEET OF LOTS 1 AND 2, BLOCK 45, "COMMERCIAL SUBDIVISION OF THE ALTON BEACH REALTY COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE CITY OF MIAMI BEACH, FLORIDA, SAID PARCEL BEING THAT CERTAIN AIRSPACE STARTING AT AND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION 24.83 FEET NATIONAL GEODETIC VERTICAL DATUM OF 1929. (N.G.V.D. M29).

TOGETHER WITH:

THE NORTH 42.30 FEET OF LOT 2, BLOCK 45, LESS THE WEST 84.05 FEET THEREOF, "COMMERCIAL SUBDIVISION OF THE ALTON BEACH REALTY COMPANY", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE CITY OF MIAMI BEACH, FLORIDA, SAID PARCEL BEING THAT CERTAIN AIRSPACE STARTING AT AND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION 24.83 FEET NATIONAL GEODETIC VERTICAL DATUM OF 1929. (N.G.V.D. 29).

AND TOGETHER WITH:

ALL RIGHTS BENEFITTING THE "CONDOMINIUM PARCEL" UNDER THAT CERTAIN EASEMENT AGREEMENT BETWEEN ARRP 1600 ALTON, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND 1212 LINCOLN, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED JANUARY 17, 2020, RECORDED ON JANUARY 17, 2020, IN OFFICIAL RECORDS BOOK 31784, AT PAGE 2711, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**Exhibit "B"**  
**Easement Area**

# COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011  
DAVIE, FLORIDA 33314  
CERTIFICATE OF AUTHORIZATION : LB # 6448  
PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 8101-16

CLIENT :  
1212 LINCOLN, LLC

## LAND DESCRIPTION AND SKETCH

### LAND DESCRIPTION:

A PORTION OF LOTS 3 AND 4, BLOCK 45, OF COMMERCIAL SUBDIVISION, ALTON BEACH REALTY COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND TEN (10) FEET WIDE, THE CENTERLINE OF WHICH BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4;

THENCE SOUTH 00°00'00" WEST ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 45.60 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 6.50 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

THE SIDE LINES OF THESE EASEMENTS ARE TO BE SHORTENED OR LENGTHENED, SO AS TO INTERSECT THE RELEVANT LOT, BLOCK, TRACT, BUILDING OR EASEMENT LINES.

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF LOT 7, BLOCK 45, OF COMMERCIAL SUBDIVISION, ALTON BEACH REALTY COMPANY, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS A STRIP OF LAND TEN (10) FEET WIDE, THE CENTERLINE OF WHICH BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 7;

THENCE NORTH 00°00'00" EAST ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 19.40 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE NORTH 90°00'00" EAST, A DISTANCE OF 6.50 FEET TO THE POINT OF TERMINATION OF SAID CENTERLINE.

THE SIDE LINES OF THESE EASEMENTS ARE TO BE SHORTENED OR LENGTHENED, SO AS TO INTERSECT THE RELEVANT LOT, BLOCK, TRACT, BUILDING OR EASEMENT LINES.

SAID LAND SITUATE, LYING AND BEING IN THE CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA.

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	02/13/20	----	AM	REC

LAND  
DESCRIPTION &  
SKETCH FOR  
10' SEWER LINE  
EASEMENT

PROPERTY ADDRESS :  
1600-1624 ALTON ROAD

SCALE: N/A

SHEET 1 OF 3

# COUSINS SURVEYORS & ASSOCIATES, INC.

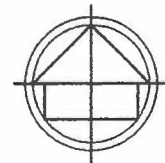
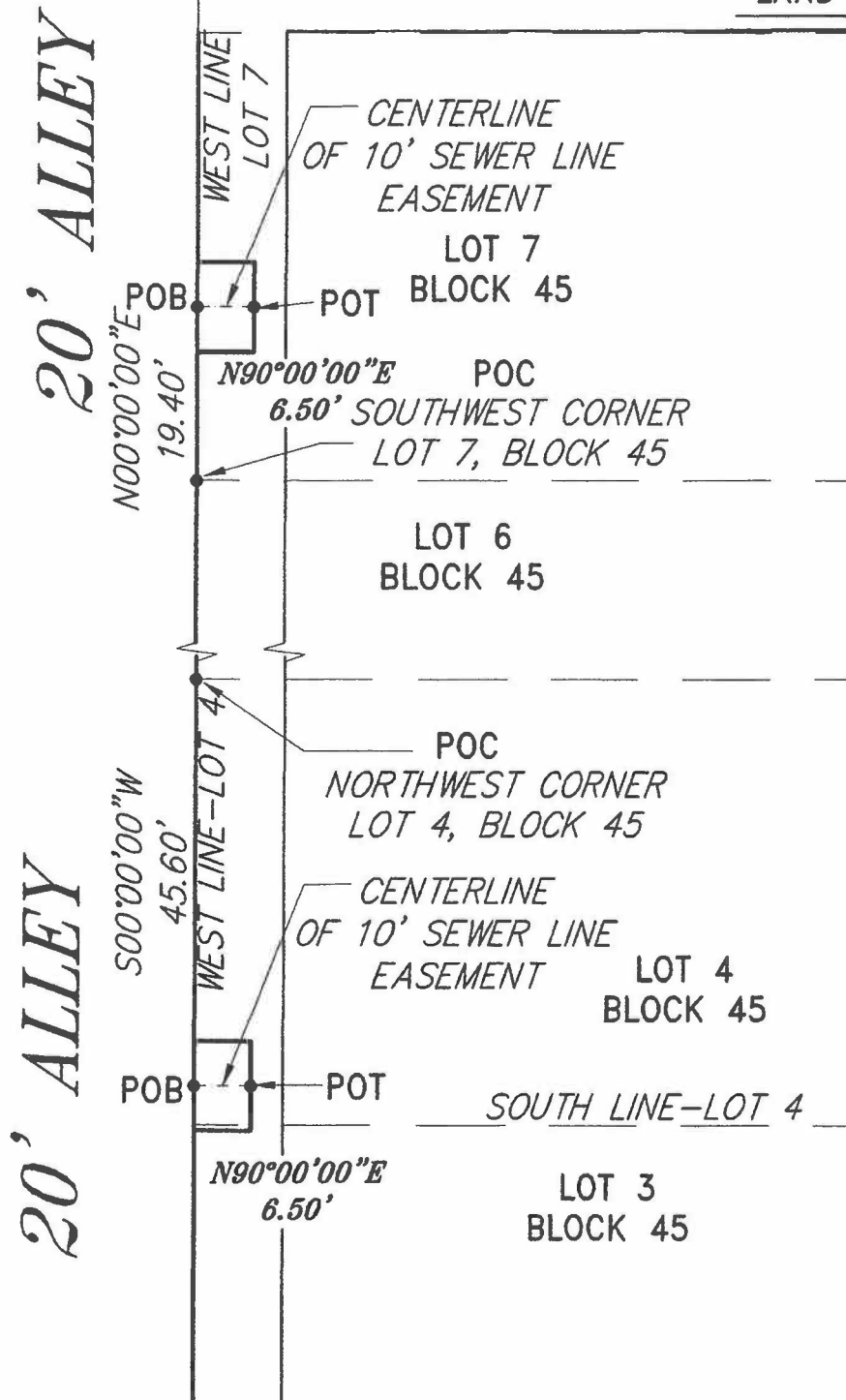


3921 SW 47TH AVENUE, SUITE 1011  
DAVIE, FLORIDA 33314  
CERTIFICATE OF AUTHORIZATION : LB # 6448  
PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 8101-16

CLIENT :  
1212 LINCOLN, LLC

## LAND DESCRIPTION AND SKETCH



### LEGEND:

CKD	CHECKED BY
DWN	DRAWN BY
FB/PG	FIELD BOOK AND PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
P.B.	PLAT BOOK
M/D.C.R.	MIAMI/DADE COUNTY RECORDS

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	02/13/20	----	AM	REC

LAND  
DESCRIPTION &  
SKETCH FOR  
10' SEWER LINE  
EASEMENT

PROPERTY ADDRESS :  
1600-1624 ALTON ROAD

SCALE: 1" = 20'

SHEET 2 OF 3

# COUSINS SURVEYORS & ASSOCIATES, INC.



3921 SW 47TH AVENUE, SUITE 1011  
DAVIE, FLORIDA 33314  
CERTIFICATE OF AUTHORIZATION : LB # 6448  
PHONE (954) 689-7766 FAX (954) 689-7799

PROJECT NUMBER : 8101-16

CLIENT :  
1212 LINCOLN, LLC

## LAND DESCRIPTION AND SKETCH

### NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. DATA SHOWN HEREON DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.
4. THE LAND DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
5. BEARINGS SHOWN HEREON ARE ASSUMED.
6. THIS "LEGAL DESCRIPTION AND SKETCH" IS CERTIFIED TO THE CITY OF MIAMI BEACH.

I HEREBY CERTIFY THAT THE ATTACHED "LAND DESCRIPTION AND SKETCH" IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION IN FEBRUARY, 2020. I FURTHER CERTIFY THAT THIS "LAND DESCRIPTION AND SKETCH" MEETS THE STANDARD OF PRACTICE FOR SURVEYING IN THE STATE OF FLORIDA ACCORDING TO CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE. PURSUANT TO SECTION 472.027, FLORIDA STATUTES. SUBJECT TO THE QUALIFICATIONS NOTED HEREON.



Digitally signed by  
Richard E. Cousins  
Date: 2020.05.07  
12:48:36 -04'00'

FOR THE FIRM, BY: -----

RICHARD E. COUSINS  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION NO. 4188

THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY RICHARD E.  
COUSINS PSM#4188 OR ELECTRONICALLY SEALED PER FS.

REVISIONS	DATE	FB/PG	DWN	CKD
LAND DESCRIPTION & SKETCH	02/13/20	----	AM	REC

LAND  
DESCRIPTION &  
SKETCH FOR  
10' SEWER LINE  
EASEMENT

PROPERTY ADDRESS :  
1600-1624 ALTON ROAD

SCALE: N/A

SHEET 3 OF 3