

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE THE FOLLOWING INSTRUMENTS IN CONNECTION WITH THE MIAMI BEACH ALTON-VENETIAN UNDERGROUND TRANSMISSION LINE PROJECT: (1) TWO (2) PERPETUAL, NON-EXCLUSIVE EASEMENTS IN FAVOR OF FLORIDA POWER & LIGHT COMPANY (FPL) IN CONNECTION WITH THE INSTALLATION, OPERATION AND MAINTENANCE OF UNDERGROUND ELECTRIC UTILITY FACILITIES: (I) A TEN (10) FOOT WIDE EASEMENT, HAVING AN AREA OF APPROXIMATELY 3,352 SQUARE FEET, LOCATED AT FLAMINGO PARK, WITHIN IN A PORTION OF LOT 7, BLOCK 63, OF "THE OCEAN BEACH FLORIDA ADDITION NO. 3", RECORDED IN PLAT BOOK 2, AT PAGE 81, FOR A TOTAL ONE-TIME USE FEE OF \$258,500, ATTACHED TO THIS RESOLUTION AS EXHIBIT "A"; AND (II) AN EASEMENT, HAVING AN AREA OF APPROXIMATELY 3,803 SQUARE FEET, LOCATED AT THE MIAMI BEACH GOLF COURSE, ALONG A PORTION OF LOTS 13 AND 14, BLOCK 11-A, OF "SUBDIVISION OF BLOCK 11-A ISLAND VIEW ADDITION", RECORDED IN PLAT BOOK 40, AT PAGE 12, FOR A TOTAL ONE-TIME USE FEE OF \$172,900, ATTACHED TO THIS RESOLUTION AS EXHIBIT "B"; AND (2) THREE (3) LICENSE AND USE AGREEMENTS FOR THE STAGING OF CONSTRUCTION EQUIPMENT AND PARKING OF CONSTRUCTION VEHICLES IN CONNECTION WITH THE PROJECT: (I) A LICENSE AND USE AGREEMENT, FOR USE OF APPROXIMATELY 43,011 SQUARE FEET, LOCATED AT FLAMINGO PARK, ALONG MICHIGAN AVENUE, FOR AN ANNUAL USE FEE OF \$437,300, ATTACHED TO THIS RESOLUTION AS EXHIBIT "C"; (II) A LICENSE AND USE AGREEMENT FOR WORKING AREA, FOR USE OF APPROXIMATELY 10,302 SQUARE FEET, LOCATED AT THE MIAMI BEACH GOLF COURSE, ALONG MICHIGAN AVENUE, FOR AN ANNUAL USE FEE OF \$102,500, ATTACHED TO THIS RESOLUTION AS EXHIBIT "D"; AND (III) A LICENSE AND USE AGREEMENT FOR PIPE PERIMETER, FOR USE OF APPROXIMATELY 35,581 SQUARE FEET, LOCATED AT THE MIAMI BEACH GOLF COURSE, ALONG NORTH MICHIGAN AVENUE AND ALTON ROAD, FOR AN ANNUAL USE FEE OF \$340,000, ATTACHED TO THIS RESOLUTION AS EXHIBIT "E".

WHEREAS, Florida Power & Light Company ("FPL") has a project to construct a new electric substation and underground transmission line to service customers within the City of Miami Beach; and

WHEREAS, the new Alton Substation is located on 4th Street, between Michigan and Lenox Avenues, and its design has been approved by the City's Design Review Board; and

WHEREAS, the new underground transmission line will run from the existing Miami Beach Substation, along an underground path parallel to the MacArthur Causeway, to the new Alton Substation on 4th Street, to the existing Venetian Substation underground along Michigan Avenue to 19th Street; and

WHEREAS, the addition of this new substation and underground transmission line will enhance the reliability and resiliency of the electric grid for the City's FPL customers and FPL has conducted outreach to the communities impacted by the construction of this project through meetings with the neighborhood associations, a public information meeting, and mailing of nearly 16,000 letters with project fact sheet to customers in the area; and

WHEREAS, the new Alton Substation Project will be an unmanned facility that will operate quietly and complement the surrounding community infrastructure and the substation exterior was designed by renowned architect Kobi Karp and was approved by the Miami Beach Design Review Board; and

WHEREAS, the areas impacted are as follows:

- Construction zone roadways, sidewalks, and vegetation along the route will be impacted. However, FPL will be fully restoring impacted sites,
- Locations with permanent easement include Flamingo Park between 11th and 12th Street, and the Miami Beach Golf Course Perimeter on the corner of Dade Boulevard, 19th Street and the North Michigan Avenue intersection,
- Locations with temporary staging include Flamingo Park along Michigan Avenue and 13th Street; the Miami Beach Golf Course Perimeter along North Michigan Avenue and Alton Road; and the Miami Beach Golf Course Manhole Area in the southwest corner at the intersection of Dade Boulevard and North Michigan Avenue,
- FPL will meet the City's requirement of a minimum 6' fencing with windscreens surrounding all work and staging areas; and

WHEREAS, installation of a new underground transmission line will require the transmission power lines to be placed underground and the project timeline has included "no work" periods that the City of Miami Beach requires for high impact events; and

WHEREAS, FPL plans for crews to work during daytime hours and to observe a Monday through Saturday work schedule and open trenching is limited to 4th, 5th, and 19th streets; and

WHEREAS, during the directional bore drilling phase, there will be noise due to equipment; however, FPL has worked with the contractor to reduce equipment noise by placing sound walls around drilling sites and mufflers on the equipment; and

WHEREAS, the Administration recommends approval of the permanent Easements and License and Use Agreements, attached to this Resolution, in order for FPL to move forward with the Miami Beach Alton-Venetian Underground Transmission Line Project.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby approve and authorize the City Manager and the City Clerk to execute the following instruments in connection with the Miami Beach Alton-Venetian Underground Transmission Line project: (1) two (2) perpetual, non-exclusive easements in favor of Florida Power & Light Company (FPL) in connection with the installation, operation and maintenance of underground electric utility facilities: (i) a ten (10) foot wide easement, having an area of approximately 3,352 square feet, located at Flamingo Park, within in a portion of Lot 7, Block 63,

of "The Ocean Beach Florida Addition No. 3", recorded in Plat Book 2, at Page 81, for a total one-time use fee of \$258,500, attached to this Resolution as Exhibit "A"; and (ii) an easement, having an area of approximately 3,803 square feet, located at the Miami Beach Golf Course, along a portion of Lots 13 and 14, Block 11-A, of "Subdivision of Block 11-A Island View Addition", recorded in Plat Book 40, at Page 12, for a total one-time use fee of \$172,900, attached to this Resolution as Exhibit "B"; and (2) three (3) License and Use Agreements for the staging of construction equipment and parking of construction vehicles in connection with the Project: (i) a License and Use Agreement, for use of approximately 43,011 square feet, located at Flamingo Park, along Michigan Avenue, for an annual use fee of \$437,300, attached to this Resolution as Exhibit "C"; (ii) a License and Use Agreement for working area, for use of approximately 10,302 square feet, located at the Miami Beach Golf Course, along Michigan Avenue, for an annual use fee of \$102,500, attached to this Resolution as Exhibit "D"; and (iii) a License and Use Agreement for pipe perimeter, for use of approximately 35,581 square feet, located at the Miami Beach Golf Course, along North Michigan Avenue and Alton Road, for an annual use fee of \$340,000, attached to this Resolution as Exhibit "E".

PASSED and **ADOPTED** this 28th day of July, 2021.

ATTEST:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

7-14-21

Date

Prepared by and Return to:

Ignacio Sarmiento
Florida Power and Light Company
4200 West Flagler Street
Miami, Florida 33134

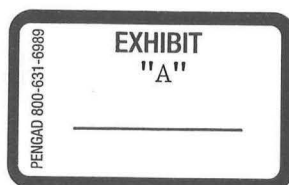
Parcel # 103

Property ID#: 02-3234-000-0050

EASEMENT

THIS EASEMENT dated this ____ day of _____, 2021 is by and between the **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139 ("Owner"), and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, its contractors, agents, successors and assigns, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420 ("Company"). For and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by Company, the receipt and sufficiency whereof is hereby acknowledged by Owner, Owner does hereby grant, bargain, sell and convey to Company, its contractors, agents, successors, and assigns, easement interests and rights for the purposes described and set forth in the attached Exhibit A in, on, over, under, upon and across the lands located in Miami-Dade County, Florida described as Parcel 103 in the attached Exhibit B, each exhibit being incorporated herein by reference.

(Executions and Acknowledgments on following pages.)



IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on the date set forth below.

Signed, sealed and delivered
in the presence of:

CITY OF MIAMI BEACH, FLORIDA
a Florida municipal corporation

Witness Signature:
Print Name: _____

By: _____
Print Name: Alina T. Hudak
Title: City Manager

Witness Signature:
Print Name: _____

Attest: _____
Print Name: _____
Title: _____

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____, as _____ of the **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, on behalf of the City. He/She is Personally Known to me ☐ OR Produced _____ as Identification

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA
Print Name: _____
Commission No.: _____
My Commission Expires: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney 

7-15-21

Date

Exhibit A

Underground Easement Rights To Be Acquired

Parcel 103 (Permanent Underground Transmission Easement). A perpetual, non-exclusive easement for the Company, and its agents, successors and assigns, to be used for the construction, operation and maintenance of an underground electric transmission line, with all rights necessary and convenient for the full use thereof, including cables, wires, fiber optic, markers, boxes, manholes and conduits to be used for the construction, operation and maintenance of the underground transmission line, and all necessary appurtenant equipment (collectively, the "Electrical Facilities"), under, on, through and across the lands located in Miami-Dade County, Florida described as Parcel 103 in Exhibit B attached hereto and incorporated herein by this reference (the "Transmission Easement Area"), together with the rights to repair, reconstruct, inspect, alter, improve, change the voltage as well as the size of, abandon in place, replace with another, remove or relocate within the Transmission Easement Area such Electrical Facilities in, under, on, through and across the Transmission Easement Area, with all rights necessary or convenient for the full enjoyment or use thereof for the above-mentioned purposes;

provided that, except in the event of an emergency, Company will coordinate all work authorized pursuant to this Easement with Owner in order to minimize disruption of the Owner's use of its lands;

provided that, Company accepts the Transmission Easement Area on an "as is" "where is" basis and assumes all risk with respect to the condition thereof, without limitation, thereunder or appurtenant thereto, whether known or unknown to Owner;

provided that, Company shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. For the purposes of this Agreement, "Hazardous Substances" shall mean, without limitation, all hazardous toxic substances, wastes and materials, all pollutants and contaminants and any other similar substances or materials which are included under or regulated by any present or future Environmental Laws. The term "Environmental Laws" means any local, state or federal law, rule or regulation pertaining to protection of human health and the environment, or environmental contamination, clean-up or disclosure including, without limitation, the federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the federal Resource Conservation and Recovery Act of 1976, and any applicable law concerning waste management for the state where the Premises is located, and amendments thereto, and regulations adopted pursuant to all such statutes, as amended. In all events, Company shall be responsible for remediating any damage caused from the release of any Hazardous Substances or Hazardous Wastes on the Transmission Easement Area caused by Company or persons acting under Company;

provided that, no surface structures shall be placed within the Transmission Easement Area by the Company and that the Company shall not restrict vehicular access through, or otherwise enclose, the Transmission Easement Area;

provided that, subject to the Company's acquired easement rights herein, to the extent the Company's use of the Transmission Easement Area results in damage to improvements within the

provided that, any existing buildings or structures, and appurtenances thereto, located within the Transmission Easement Area shall be allowed to remain, and to be maintained, repaired and reconstructed in their current locations, and *provided further that*, to the extent otherwise legally permissible, such existing buildings or structures, and appurtenances thereto, may be enlarged or expanded with the express written consent of the Company which permission shall not be unreasonably withheld or conditioned by Company;

provided that, all notices hereunder shall be in writing and shall be given by (1) established national courier service which maintains delivery records, (ii) hand delivery, or (ii) certified or registered mail, postage prepaid, return receipt requested to the addressees contained herein, effective upon receipt, or upon attempted delivery if delivery is refused;

With copy to: City of Miami Beach
City Manager
1700 Convention Center Drive
Miami Beach, Florida 33139

If to Company: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attention: Corporate Real Estate Department

With copy to:

Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: General Counsel; and

provided that, the parties further agree that nothing contained herein shall be construed or interpreted as (1) denying Owner any remedy or defense available to Owner under the laws of the State of Florida; (2) the consent of Owner to be sued; or (3) a waiver of sovereign immunity by Owner beyond the waiver provided in Section 678.28, Florida Statutes.

Exhibit B

Easement Area

LEGAL DESCRIPTION:

A PORTION OF SECTION 3, TOWNSHIP 54 SOUTH, RANGE 42 EAST, LYING AND BEING IN MIAMI-DADE COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 7, BLOCK 63 OF "OCEAN BEACH FLORIDA ADDITION NO. 3", AS RECORDED IN PLAT BOOK 2, PAGE 81 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA (FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH A 2011 ADJUSTMENT (NAD 83/11), UNITED STATES SURVEY FOOT COORDINATE VALUE: NORTHING (Y) = 527367.5562, EASTING (X) = 940418.2189); THENCE SOUTH 88°00'53" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF 11TH STREET, 791.76 FEET TO THE POINT OF BEGINNING (FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH A 2011 ADJUSTMENT (NAD 83/11), UNITED STATES SURVEY FOOT COORDINATE VALUE: NORTHING (Y) = 527340.1259, EASTING (X) = 939626.9334); THENCE CONTINUE SOUTH 88°00'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 10.00 FEET; THENCE NORTH 02°52'47" WEST, 303.50 FEET TO A POINT ON A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 2007.36 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°54'21", AN ARC LENGTH OF 31.74 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 12TH STREET; THENCE NORTH 88°00'53" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 10.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1997.36 FEET (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 88°01'35" WEST); THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°54'22", AN ARC LENGTH OF 31.59 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02°52'47" EAST, 303.65 FEET TO THE POINT OF BEGINNING

SAID LANDS LYING AND BEING IN THE CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA, CONTAINING 3,352 SQUARE FEET (±0.0770 ACRES) MORE OR LESS.

SURVEY NOTES:

1. PHYSICAL PAPER VERSIONS OF THIS SKETCH AND DESCRIPTION OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. ELECTRONIC VERSIONS OF THIS SKETCH AND DESCRIPTION HAVE BEEN OFFICIALLY SIGNED AND SEALED BY BENJAMIN B. HOYLE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
2. GRID COORDINATES AND BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT (NAD 83/11), AND ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) - REAL TIME KINEMATICS (RTK) METHODS, USING THE TRIMBLE VIRTUAL REFERENCE STATION (VRS) NETWORK AND HAVING A REFERENCE BEARING OF S88°00'53"W ALONG THE NORTH RIGHT-OF-WAY OF 11TH STREET (PLAT BOOK 2, PAGE 81, MIAMI DADE COUNTY RECORDS).
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, AND OTHER INSTRUMENTS OF RECORD BASED UPON CHICAGO TITLE INSURANCE AGENCY, INC., CERTIFICATE NO. 41041 FOR PROPERTY FOLIO NO.: 02-3234-000-0050, EFFECTIVE DATE JULY 27, 2018 AT 6:00 A.M.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. THIS DOCUMENT IS NOT FULL AND COMPLETE WITHOUT ALL SHEETS, CONTAINING A TOTAL OF (2) SHEETS.

CERTIFICATE:

TO: THE CITY OF MIAMI BEACH

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS PREPARED UNDER MY DIRECTION ON APRIL 5, 2021. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KCI TECHNOLOGIES, INC.

Benjamin B Hoyle

2021.06.23

'00'04- 13:38:43

BY: BENJAMIN B. HOYLE, P.S.M.
FLORIDA REGISTRATION NO. 6769

**EXHIBIT B - 10' PERMANENT EASEMENT**

\\FL-LAUDERDALE\Z\PROJECTS\511900148 POWER\02L_ALTON-VENETIAN_EASEMENTS\SURVEY\CAD\511900148 SD-ALTON VENETIAN 6_21-06-23.DWG

SKETCH AND DESCRIPTION**FLAMINGO PARK**

A PORTION OF SECTION 3,
TOWNSHIP 54 SOUTH,
RANGE 42 EAST
CITY OF MIAMI BEACH,
MIAMI-DADE COUNTY, FL

DATE 4/5/2021

SCALE AS SHOWN

FIELD BK. N/A

DWG. BY SKN

CHK. BY BBH

DATE

REVISIONS

4/22/21

EASEMENT

6/21/21

AND LEGAL

6/23/21

SCRIVENERS

ERROR

REVISE

NOTES

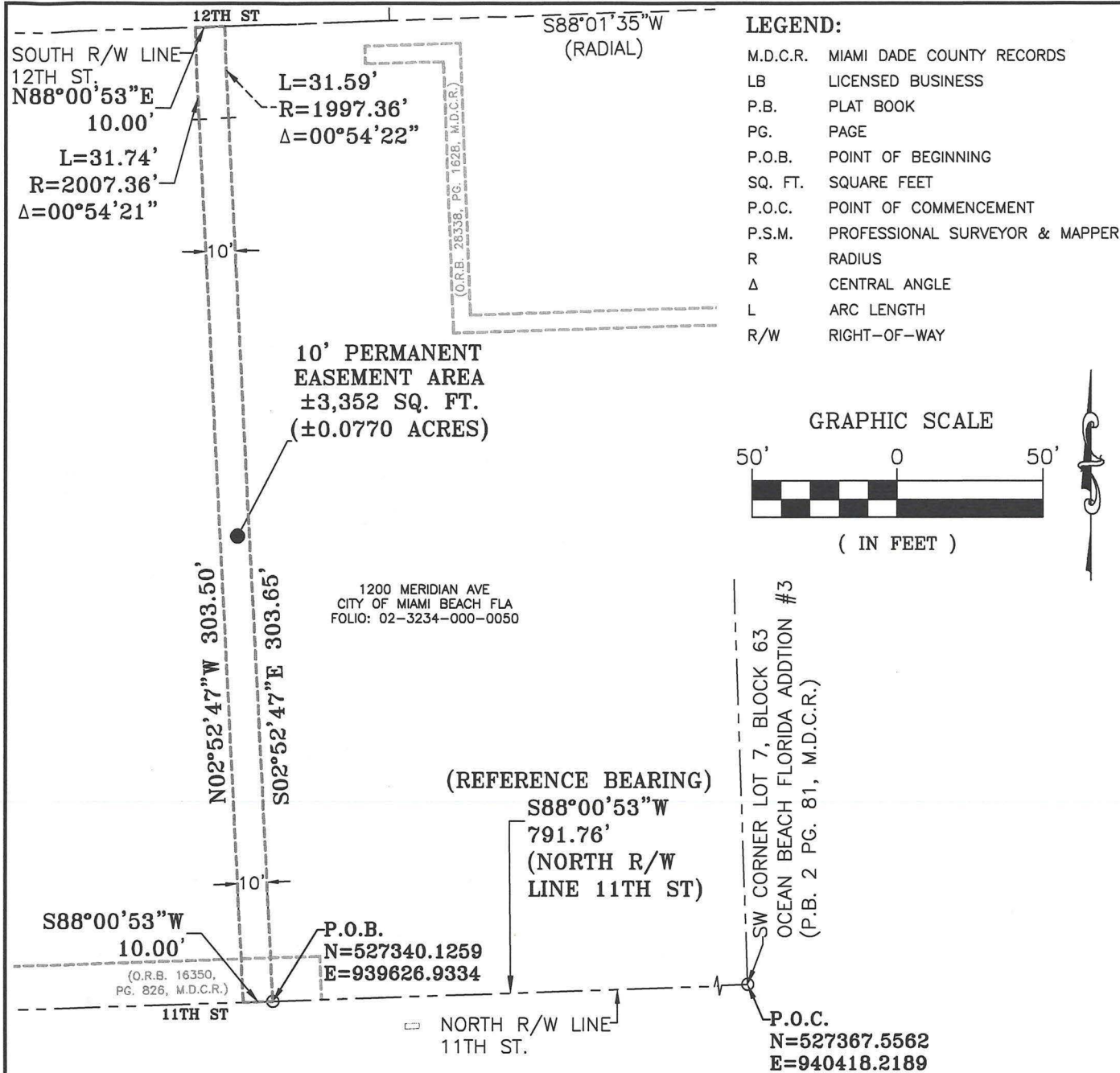


ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS

1425 W Cypress Creek Road, Suite 101
Fort Lauderdale, FL 33309 • 954.776.1616 • www.kci.com

LICENSED BUSINESS NO. 6901

SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 511900148.02L



TITLE ENCUMBRANCES				
CHICAGO TITLE INSURANCE AGENCY, INC.				
CERTIFICATE NUMBER: 41041, EFFECTIVE DATE: JULY 27, 2018 AT 6:00 A.M.				
DOCUMENT NO.	DESCRIPTION	RECORDING DATA SCHEDULE B	AFFECTS	PLOTTED
O.R.B. 16350, PG. 826	NON-EXCLUSIVE SOUTHERN BELL EASEMENT	O.R.B. 16350, PG. 826	YES	YES
O.R.B. 28338, PG. 1628	FPL EASEMENT	O.R.B. 28338, PG. 1628	NO	YES

NOTE:
 THIS DOCUMENT IS NOT
 FULL AND COMPLETE
 WITHOUT ALL SHEETS,
 CONTAINING A TOTAL OF
 (2) SHEETS

EXHIBIT B - 10' PERMANENT EASEMENT

\\FL-LAUDERDALE\Z\PROJECTS\511900148 POWER\02L-ALTON-VENETIAN_EASEMENTS\SURVEY\CAD\511900148 SD-ALTON VENETIAN 6_21-06-23.DWG

SKETCH AND DESCRIPTION FLAMINGO PARK

A PORTION OF SECTION 3,
 TOWNSHIP 54 SOUTH,
 RANGE 42 EAST
 CITY OF MIAMI BEACH,
 MIAMI-DADE COUNTY, FL

DATE 4/5/2021

SCALE AS SHOWN

FIELD BK. N/A

DWG. BY SKN

CHK. BY BBH

DATE REVISIONS

4/22/21 EASEMENT
 AND LEGAL

6/21/21 SCRIVENERS
 ERROR

6/23/21 REVISE
 NOTES

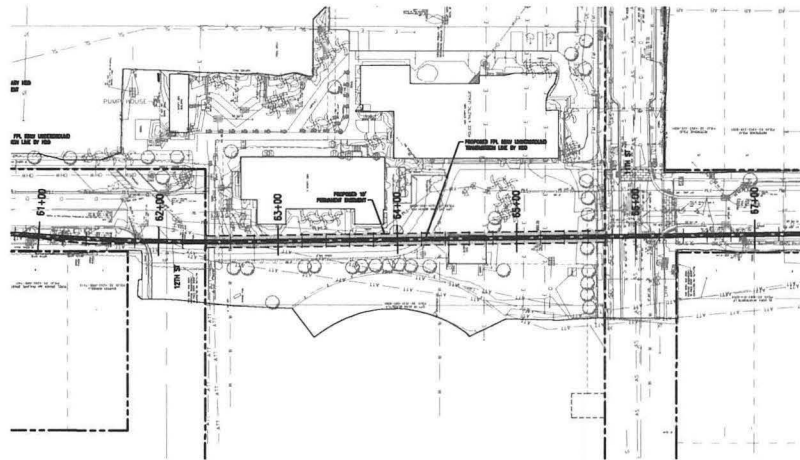


ENGINEERS | PLANNERS | SCIENTISTS
 CONSTRUCTION MANAGERS

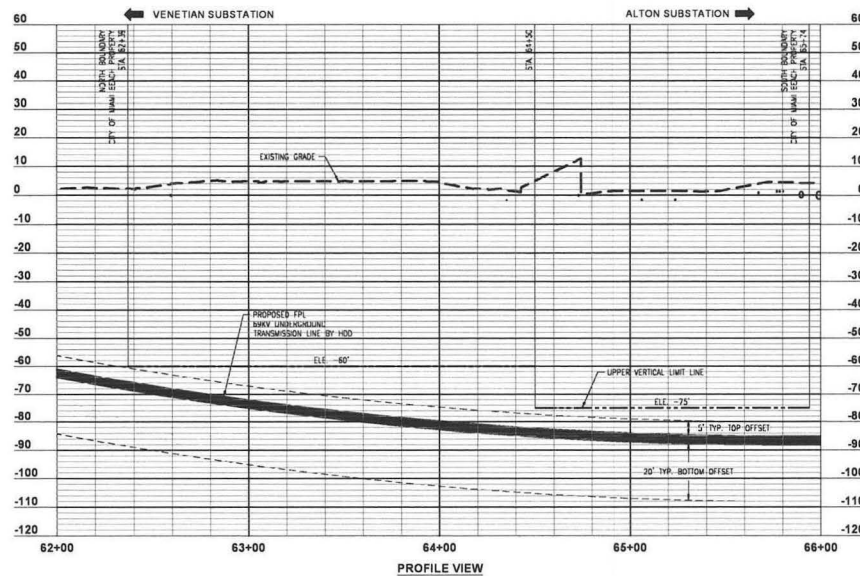
1425 W Cypress Creek Road, Suite 101
 Fort Lauderdale, FL 33309 • 954.776.1616 • www.kci.com

LICENSED BUSINESS NO. 6901

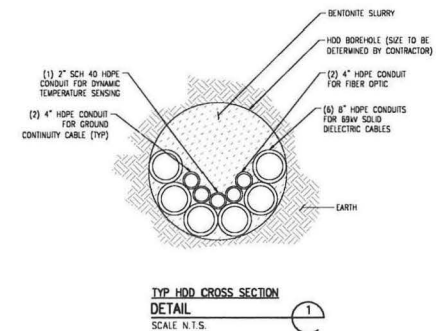
SHEET NO. 2 OF 2 SHEETS
 PROJECT NO. 511900148.02L



PLAN VIEW



PROFILE VIEW



TYP. HDD CROSS SECTION
DETAIL
SCALE N.T.S.



Know what's below.
Call before you dig.



NOTES:

1. THE UTILITIES SHOWN HEREON ARE BASED ON RECORD DOCUMENTS. OTHER FACILITIES MAY EXIST NOT DISCOVERED THROUGH THE RECORD CHECK. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, BOTH HORIZONTAL AND VERTICAL, OF ALL UTILITIES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-432-6770.
2. ALL VERTICAL RADI ARE 400' UNLESS OTHERWISE NOTED.



DATE 06-16-2021				SCALE AS SHOWN				JOB #149370			
FLORIDA POWER & LIGHT				DR DRC				SHEET 1 OF 1			
CH SCG				ER DEJ				REV NO			
APPROVED				COR				0			
DATE 06-16-21				ISSUED FOR PERMIT				MIAMI BEACH TO ALTON & VENETIAN TO ALTON 69KV UNDERGROUND TRANSMISSION LINE			
BY CH COR/APP				REVISION				EXHIBIT B PROFILE EASEMENT FLAMINGO PARK			

Prepared by and Return to:

Ignacio Sarmiento
Florida Power and Light Company
4200 West Flagler Street
Miami, Florida 33134

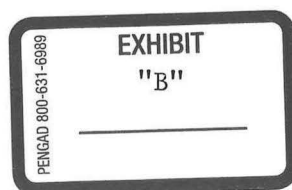
Parcel # 102

Property ID#: 02-3227-000-0100

EASEMENT

THIS EASEMENT dated this ____ day of _____, 2021 is by and between the **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, whose address is 1700 Convention Center Drive, Miami Beach, Florida 33139 ("Owner"), and **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, its contractors, agents, successors and assigns, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420 ("Company"). For and in consideration of the sum of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by Company, the receipt and sufficiency whereof is hereby acknowledged by Owner, Owner does hereby grant, bargain, sell and convey to Company, its contractors, agents, successors, and assigns, easement interests and rights for the purposes described and set forth in the attached Exhibit A in, on, over, under, upon and across the lands located in Miami-Dade County, Florida described as Parcel 102 in the attached Exhibit B, each exhibit being incorporated herein by reference.

(Executions and Acknowledgments on following pages.)



IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on the date set forth below.

Signed, sealed and delivered
in the presence of:

CITY OF MIAMI BEACH, FLORIDA
a Florida municipal corporation

Witness Signature:
Print Name: _____

By: _____
Print Name: Alina T. Hudak
Title: City Manager

Witness Signature:
Print Name: _____

Attest: _____
Print Name: _____
Title: _____

ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____, as _____ of the **CITY OF MIAMI BEACH, FLORIDA**, a Florida municipal corporation, on behalf of the City. He/She is Personally Known to me ☐ OR Produced _____ as Identification

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Print Name: _____

Commission No.: _____

My Commission Expires: _____

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

7-15-21

Date

Exhibit A

Underground Easement Rights To Be Acquired

Parcel 102 (Permanent Underground Transmission Easement). A perpetual, non-exclusive easement for the Company, and its agents, successors and assigns, to be used for the construction, operation and maintenance of an underground electric transmission line, with all rights necessary and convenient for the full use thereof, including cables, wires, fiber optic, markers, boxes, manholes and conduits to be used for the construction, operation and maintenance of the underground transmission line, and all necessary appurtenant equipment (collectively, the "Electrical Facilities"), under, on, through and across the lands located in Miami-Dade County, Florida described as Parcel 102 in Exhibit B attached hereto and incorporated herein by this reference (the "Transmission Easement Area"), together with the rights to repair, reconstruct, inspect, alter, improve, change the voltage as well as the size of, abandon in place, replace with another, remove or relocate within the Transmission Easement Area such Electrical Facilities in, under, on, through and across the Transmission Easement Area, with all rights necessary or convenient for the full enjoyment or use thereof for the above-mentioned purposes;

provided that, except in the event of an emergency, Company will coordinate all work authorized pursuant to this Easement with Owner in order to minimize disruption of the Owner's use of its lands;

provided that, Company accepts the Transmission Easement Area on an "as is" "where is" basis and assumes all risk with respect to the condition thereof, without limitation, thereunder or appurtenant thereto, whether known or unknown to Owner;

provided that, Company shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. For the purposes of this Agreement, "Hazardous Substances" shall mean, without limitation, all hazardous toxic substances, wastes and materials, all pollutants and contaminants and any other similar substances or materials which are included under or regulated by any present or future Environmental Laws. The term "Environmental Laws" means any local, state or federal law, rule or regulation pertaining to protection of human health and the environment, or environmental contamination, clean-up or disclosure including, without limitation, the federal Comprehensive Environmental Response Compensation and Liability Act of 1980, the federal Resource Conservation and Recovery Act of 1976, and any applicable law concerning waste management for the state where the Premises is located, and amendments thereto, and regulations adopted pursuant to all such statutes, as amended. In all events, Company shall be responsible for remediating any damage caused from the release of any Hazardous Substances or Hazardous Wastes on the Transmission Easement Area caused by Company or persons acting under Company;

provided that, no surface structures shall be placed within the Transmission Easement Area by the Company and that the Company shall not restrict vehicular access through, or otherwise enclose, the Transmission Easement Area;

provided that, subject to the Company's acquired easement rights herein, to the extent the Company's use of the Transmission Easement Area results in damage to improvements within the

Transmission Easement Area, the Company will repair or replace such improvements with the same, like or better quality, at their original location (to the extent practicable);

provided that, any existing buildings or structures, and appurtenances thereto, located within the Transmission Easement Area shall be allowed to remain, and to be maintained, repaired and reconstructed in their current locations, and *provided further that*, to the extent otherwise legally permissible, such existing buildings or structures, and appurtenances thereto, may be enlarged or expanded with the express written consent of the Company which permission shall not be unreasonably withheld, delayed or conditioned by Company;

provided that, subject to the foregoing, the following shall be reserved to the owner(s) of each said property, and its agents, successors and assigns (the "Owner"): the right and privilege to use the Transmission Easement Area for all other purposes permitted, except as herein stated, or as might interfere or be inconsistent with the Company's use, occupation, maintenance or enjoyment thereof, *provided that* no building or structures, other than fences, driveways, entry roads, surface parking, sidewalks, landscaping or signs, which do not interfere with the Company's use, will be located or constructed by the Owner on the Transmission Easement Area, without the written permission of the Company, provided further, that the Owner shall not excavate any portion of the Transmission Easement Area without the written permission of the Company. Where provided herein that the Owner's use of the Transmission Easement Area is subject to written permission of the Company, such permission shall not be unreasonably withheld or conditioned by the Company;

provided that, all notices hereunder shall be in writing and shall be given by (1) established national courier service which maintains delivery records, (ii) hand delivery, or (ii) certified or registered mail, postage prepaid, return receipt requested to the addressees contained herein, effective upon receipt, or upon attempted delivery if delivery is refused;

If to Owner: City of Miami Beach, Florida
1700 Convention Center Drive
Miami Beach, Florida 33139
Attention: Parks Department Director

With copy to: City of Miami Beach
City Manager
1700 Convention Center Drive
Miami Beach, Florida 33139

If to Company: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attention: Corporate Real Estate Department

With copy to: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: General Counsel; and

provided that, the parties further agree that nothing contained herein shall be construed or interpreted as (1) denying Owner any remedy or defense available to Owner under the laws of the State of Florida; (2) the consent of Owner to be sued; or (3) a waiver of sovereign immunity by Owner beyond the waiver provided in Section 678.28, Florida Statutes.

Exhibit B

Easement Area

LEGAL DESCRIPTION:

A PORTION OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 42 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 14, BLOCK 11-A OF "RESUBDIVISION OF BLOCK 11-A ISLAND VIEW ADDITION", AS RECORDED IN PLAT BOOK 40, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALSO BEING THE NORTHEAST CORNER OF LOT 13 OF SAID BLOCK 11-A; THENCE SOUTH 63°15'48" EAST, A DISTANCE OF 143.02 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY OF MICHIGAN AVENUE, SAID POINT ALSO BEING A POINT ON THE ARC OF A NON TANGENT CURVE CONCAVE NORTHEASTERLY WITH A RADIUS OF 75.00 FEET (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 37°20'52" WEST); THENCE NORTHWESTERLY ALONG SAID CURVE AND SAID EAST RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 21°25'12" AND AN ARC LENGTH OF 28.04 FEET; THENCE NORTH 31°13'18" WEST ALONG SAID EAST RIGHT-OF-WAY A DISTANCE OF 4.11 FEET; THENCE NORTH 01°46'41" WEST A DISTANCE OF 27.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°12'01" AND AN ARC LENGTH OF 22.48 FEET; THENCE NORTH 33°58'41" WEST A DISTANCE OF 85.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 10.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°22'34" AND AN ARC LENGTH OF 15.25 FEET; THENCE SOUTH 58°38'45" WEST 4.52 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY OF MICHIGAN AVENUE; THENCE NORTH 31°13'18" WEST ALONG SAID EAST RIGHT-OF-WAY LINE 20.00 FEET; THENCE NORTH 58°38'45" EAST 4.47 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY WITH A RADIUS OF 30.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 87°22'34" AND AN ARC LENGTH OF 45.75 FEET; THENCE SOUTH 33°58'41" EAST A DISTANCE OF 85.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°12'01" AND AN ARC LENGTH OF 33.72 FEET; THENCE SOUTH 01°46'41" EAST 52.38 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF MIAMI-BEACH, IN MIAMI-DADE COUNTY, FLORIDA, CONTAINING 3,803 SQ. FEET (0.0873 ACRES) MORE OR LESS.

SURVEY NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. GRID BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT (NAD 83/11), AND ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) - REAL TIME KINEMATICS (RTK) METHODS, USING THE TRIMBLE VIRTUAL REFERENCE STATION (VRS) NETWORK AND HAVING A REFERENCE BEARING OF S88°02'58"W ALONG THE SOUTH LINE OF LOT 14, BLOCK 11-A (PLAT BOOK 40, PAGE 12, MIAMI DADE COUNTY RECORDS).
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. THIS DOCUMENT IS NOT FULL AND COMPLETE WITHOUT ALL SHEETS, CONTAINING A TOTAL OF (2) SHEETS.

CERTIFICATE:

TO: THE CITY OF MIAMI BEACH

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS PREPARED UNDER MY DIRECTION ON JULY 25, 2019. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KCI TECHNOLOGIES

Benjamin B Hoyle

2021.06.23

'00'04- 13:52:04



BY: BENJAMIN B. HOYLE, P.S.M.
FLORIDA REGISTRATION NO. 6769

EXHIBIT B - 20' PERMANENT EASEMENT

Z:\PROJECTS\511900148 POWER\02L_ALTON-VENETIAN_EASEMENTS\SURVEY\CAD\511900148 SD-ALTON VENETIAN 4.2-REV210623.DWG

**SKETCH AND DESCRIPTION
MIAMI BEACH GOLF CLUB**

A PORTION OF SECTION
34, TOWNSHIP 53 SOUTH,
RANGE 42 EAST
CITY OF MIAMI BEACH,
MIAMI-DADE COUNTY, FL

DATE 7/25/2019

SCALE AS SHOWN

FIELD BK. N/A

DWG. BY SKN

CHK. BY BBH

DATE

6/23/21

REVISIONS

REVISE
NOTES



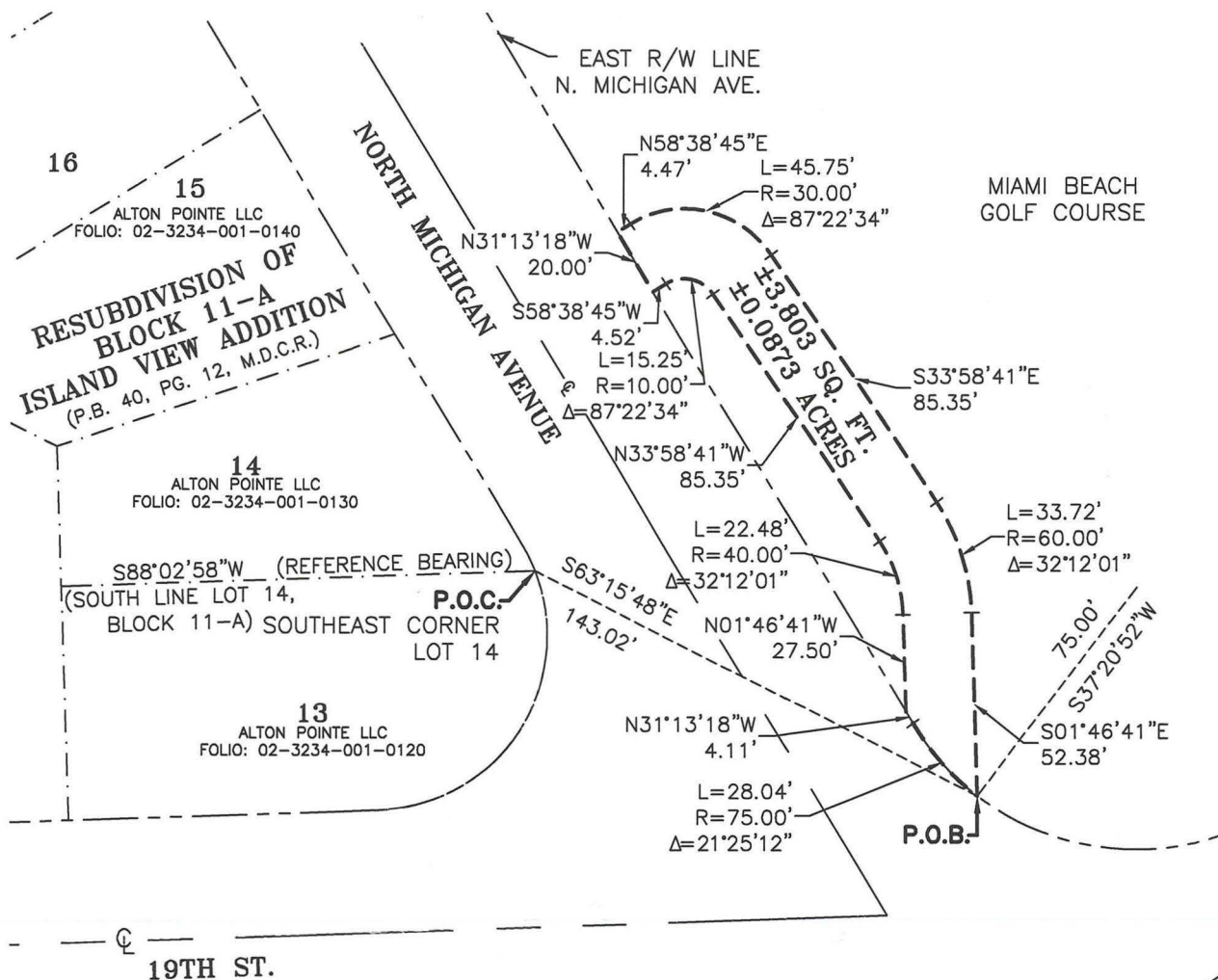
ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS

6500 N. Andrews Avenue • Fort Lauderdale, FL 33309

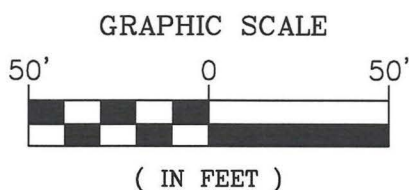
954.776.1616 • www.kci.com

LICENSED BUSINESS NO. 6901

SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 511900148.02L



NOTE:
THIS DOCUMENT IS NOT
FULL AND COMPLETE
WITHOUT ALL SHEETS,
CONTAINING A TOTAL OF
(2) SHEETS



LEGEND:

M.D.C.R. MIAMI DADE COUNTY RECORDS
 LB LICENSED BUSINESS
 P.B. PLAT BOOK
 PG. PAGE
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT
 P.L.S. PROFESSIONAL LAND SURVEYOR
 R RADIUS
 Δ CENTRAL ANGLE
 L ARC LENGTH
 SQ. FT. SQUARE FEET
 R/W RIGHT-OF-WAY

EXHIBIT B - 20' PERMANENT EASEMENT

Z:\PROJECTS\511900148 POWER\02L ALTON-VENETIAN_EASEMENTS\SURVEY\CAD\511900148 SD-ALTON VENETIAN 4.2-REV210623.DWG

SKETCH AND DESCRIPTION MIAMI BEACH GOLF CLUB

A PORTION OF SECTION
34, TOWNSHIP 53 SOUTH,
RANGE 42 EAST
CITY OF MIAMI BEACH,
MIAMI-DADE COUNTY, FL

DATE 7/25/2019

SCALE AS SHOWN

FIELD BK. N/A

DWG. BY SKN

CHK. BY BBH

DATE

REVISIONS

6/23/21

REVISE
NOTES

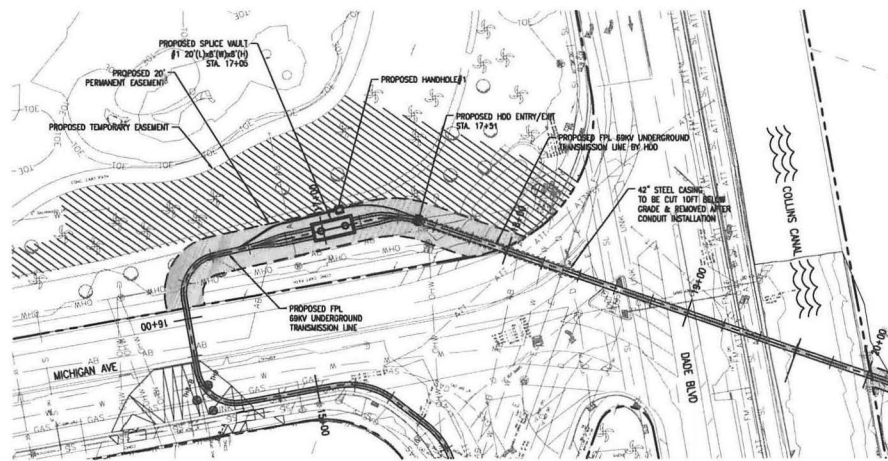


ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS

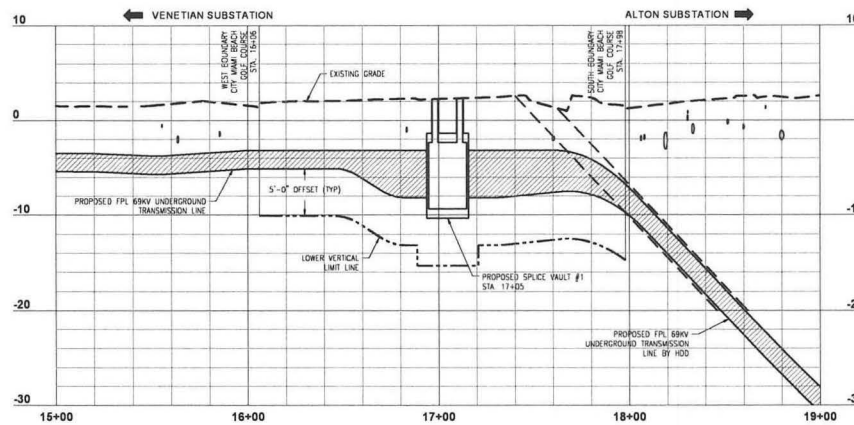
6500 N. Andrews Avenue • Fort Lauderdale, FL 33309
954.776.1616 • www.kci.com

LICENSED BUSINESS NO. 6901

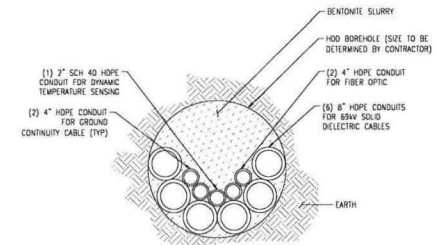
SHEET NO. 2 OF 2 SHEETS
PROJECT NO. 511900148.02L



PLAN VIEW



PROFILE VIEW



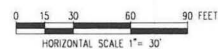
TYP HDD CROSS SECTION

DETAIL

SCALE N.T.S.

NOTES:

1. THE UTILITIES SHOWN HEREON ARE BASED ON RECORD DOCUMENTS. OTHER FACILITIES MAY EXIST NOT DISCOVERED THROUGH THE RECORD CHECK. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION, BOTH HORIZONTAL AND VERTICAL, OF ALL UTILITIES THROUGH THE APPROPRIATE UTILITY COMPANIES. CALL BEFORE YOU DIG, 811 OR 1-800-432-4370.
2. ALL VERTICAL RADI ARE 400' UNLESS OTHERWISE NOTED.
3. ALL TREES IN PERMANENT EASEMENT TO BE REMOVED BY THE CONTRACTOR.
4. ALL TREES IN THE TEMPORARY CONSTRUCTION EASEMENT TO BE REMOVED OR TRIMMED BY THE CONTRACTOR AS DETERMINED BY THE CONTRACTOR TO PERFORM THE WORK.
5. WITHIN THE CITY OF MIAMI BEACH RIGHT OF WAY, ASPHALT RESTORATION WILL BE 25' FROM BOTH SIDES OF TRENCH.



DATE 06-22-2021		SCALE AS SHOWN		MIAMI BEACH TO ALTON & VENETIAN TO ALTON 69kV UNDERGROUND TRANSMISSION LINE		JOB #149370	
FLORIDA POWER & LIGHT		DR DRC		ER DEJ		SHEET 1 OF 1	
CH SCG		COR		APPROVED		EXHIBIT B	
REV NO		BY CH COR APP		ER NO		PROFILE EASEMENT	
06-22-21		ISSUED FOR PERMIT		DRC SCC		MIAMI BEACH GOLF CLUB	
REV NO		BY CH COR APP		ER NO		0	

LICENSE AND USE AGREEMENT

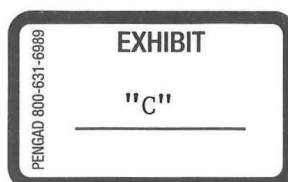
THIS LICENSE AND USE AGREEMENT ("Agreement") is made effective this _____ day of _____, 2021 ("Effective Date") by and between the CITY OF MIAMI BEACH, FLORIDA, a Florida municipal corporation ("City" or "Licensor"), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("Licensee"). Licensor and Licensee may also sometimes be referred to individually as a "Party" and collectively as the "Parties".

NOW, THEREFORE, and in consideration of the mutual promises, covenants, agreements, terms and conditions, herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto do agree as follows:

1. City Manager's Designee. For purposes of administering this Agreement on behalf of the City, the City Manager's Designee shall be the Parks and Recreation Director.
2. Permitted Uses. Licensor hereby grants to Licensee a license to occupy and use that certain portion of the City's property as more particularly described in the sketch and legal description attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Staging Site"), subject to all of the terms and conditions hereof.

Licensee may occupy and use the Staging Sites solely for the purpose of staging construction equipment, parking construction vehicles, and storage of construction materials, including pvc pipes and cable reels, in connection with the utility undergrounding work being undertaken by the Licensee along Michigan Avenue with the Staging Site being located in Flamingo Park at the southeast corner of the intersection of 13th Street & Michigan Avenue, which is the subject of City of Miami Beach permit number RWP0220-5378 (hereinafter referred to as the "Project"). As a condition precedent to using the Staging Site, Licensee shall be required to install an at least six (6) foot high construction fence with windscreen around the Staging Site. Licensee shall be responsible for securing any required governmental approvals/permits from the City's Building Department in connection with the installation of the fence and the approved uses. During the term of this Agreement, Licensee shall be responsible for maintaining, repairing and replacing, as needed, the windscreen and fence in order to keep it in good repair. Licensee shall only be permitted to access the Staging Site from the existing driveway. Licensee shall be responsible for removing the existing two (2) bollards along the existing driveway and, upon termination or expiration of this Agreement, re-installing them as part of the restoration process described in Section 13.

3. No Improper Use. Licensee will not use, nor suffer or permit any person to use, in any manner whatsoever, the Staging Site for any illegal use, or for any other purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. Licensee will protect, indemnify, and forever save and keep harmless the City, its officials, employees, contractors, and agents from and against damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation, or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of Licensee, or any official, director, agent, contractor, or servant of Licensee arising out of Licensee's use of the Staging Site; provided, however, that Licensee shall not be liable for special, punitive, or consequential damages. In the event of any violation of the terms of this Section 3 of the Agreement by Licensee, the City shall have the right to suspend the use of the Staging Site should Licensee fail to correct any such violation within seventy-two (72) hours following written notice of the nature and extent of such violation. Such suspension shall continue until the violation is cured.



4. Use Fee. Licensee shall pay the City a "Use Fee" in the amount of \$437,300 per year. The Use Fee shall be payable in advance, on a monthly basis, in the amount of \$36,441.67 per month, due on the first day of each month during the term of this Agreement. The Use Fee for any partial month shall be prorated, based upon the number of days in the given month.

5. Term/Termination.

A. Term. The term of this Agreement shall commence upon the date of the last Party to execute this Agreement, which shall be referenced as the "Effective Date" on page 1 (above) of this Agreement, and shall expire upon the earlier of: (a) one (1) year from the Effective Date; (b) issuance, by the City's Building Department, of a certificate of completion for the Project; or (c) upon written notification from Licensee that use of the Staging Site is no longer be necessary, whichever occurs first.

B. Termination for Cause. If Licensee shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause after the expiration of the below notice and cure period. Prior to exercising its option to terminate for cause, the City shall notify Licensee of its violation of the particular term(s) of this Agreement and shall grant Licensee thirty (30) days to cure such default. In the event that a default is not reasonably susceptible to being cured within the thirty (30) day cure period, the Licensee shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default. Except with respect to remediations which may be required under Section 11(B), which may reasonably require an extended cure period, all other cure periods shall not exceed one hundred twenty (120) days from the date of written notice thereof. In the event Licensee cures any default pursuant to this subsection, it shall promptly provide the City Manager's designee with written notice of same. If such default remains uncured at the end of the cure period, the City may terminate this Agreement upon delivering written notice of termination to Licensee. Upon termination, the Parties shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement, except those that expressly survive termination hereof including, without limitation, Sections 7, 11(B) and 13.

Notwithstanding the above, Licensee shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by Licensee. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Licensee. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees; provided, however, Licensee shall not be liable for special, punitive, or consequential damages.

6. Performance Bond or Alternate Security. Prior to commencing using the Staging Site, Licensee shall furnish to the City Manager or City Manager's designee a payment and performance bond, in the sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars, for which Licensee shall bind itself for the faithful performance of the terms and conditions of this Agreement. A cash deposit, irrevocable letter of credit, or certificate of deposit may also suffice, as determined by the City Manager or City Manager's designee, in his/her sole and reasonable discretion. The form of the performance bond or alternate security shall be reasonably approved by the City's Chief Financial Officer. In the event that a certificate of deposit is approved, it shall be a Fifty Thousand and 00/100 (\$50,000.00) Dollar one-year certificate of deposit in favor of the City, which shall be automatically

renewed, the original of which shall be held by the City's Chief Financial Officer. Licensee shall be required to maintain said performance bond or alternate security in full force and effect throughout the term of this Agreement. Licensee shall have an affirmative duty to notify the City Manager or City Manager's designee, in writing, in the event said performance bond or alternate security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Licensee, except in an event of default, in which case the City shall be entitled to all interest that accrues after the date of default.

7. Indemnification. Licensee shall indemnify, hold harmless and defend the City, and its officials, directors, members, employees, contractors, agents, and servants from and against any and all actions (whether at law or inequity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from Licensee's performance of its activities under this Agreement or use of the Staging Site. To that extent, Licensee shall pay all such claims or losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals; provided, however, Licensee shall not be liable for special, punitive, or consequential damages.

This Section 7 shall survive the termination or earlier expiration of this Agreement.

8. Insurance. Licensee shall not commence use of the Staging Site under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the City's Risk Manager. Licensee shall carry and maintain the following insurance coverages during the term of this Agreement:

- A. Worker's Compensation Insurance as required by Florida, with Statutory limits and Employer's Liability Insurance limit of no less than \$1,000,000 per accident for bodily injury or disease.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury for vehicles while in the Licensee's care, custody and control with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate. City of Miami Beach must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Additional Insured Status

The City of Miami Beach must be covered as an additional insured with respect to liability arising out of work or operations performed by or on behalf of the Licensee.

Waiver of Subrogation

Licensee hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of the Licensee may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Miami Beach has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Verification of Coverage

Licensee shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Section. All certificates of insurance and endorsements are to be received prior to any work commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Licensee's obligation to provide them. Timely renewal certificates will be provided to the City as coverage renews. Licensee's insurance shall be primary and not contributory for direct claims arising out of the Agreement under the Commercial General Liability policy. In the event of an alleged claim under this Agreement, the City reserves the right, upon reasonable notice to Licensee, to examine the original or true copies of all insurance policies, including endorsements, required by these specifications. Licensee agrees to permit such inspection at the offices of Licensee.

Special Risks or Circumstances

The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder

CITY OF MIAMI BEACH
c/o INSURANCE TRACKING SERVICES
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139

Compliance with the foregoing requirements shall not relieve Licensee of his liability and obligation under this section or under any other section of this Agreement.

Self-Insurance

Licensee may meet the requirements in this Section 8 using any combination of primary, umbrella/excess, or self-insurance programs. Upon the request of the City, Licensee shall provide the City with written evidence of an established self-insurance program meeting the requirements of this Agreement.

9. Inspection. The City shall have the right to inspect the Staging Site (including, without limitation, Licensee's Property thereon) at any time by the City Manager's designee or by any other municipal, County, State officer, or officers of any other agency(ies) having responsibility and/or jurisdiction for inspections of such operations upon at least twenty-four hours prior written notice, except in the event of an emergency. Licensee hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference with Licensee's operations as a result of inspection by any public agency(ies) or officials, (including, without limitation, by reason of any such public agency or official in enforcing any laws, ordinances, or regulations as a result thereof), unless caused by the City's gross negligence or intentional misconduct.

10. Safety and Workmanship. Licensee shall coordinate all work to the Staging Site with the City Manager's designee in order to minimize impact on the City's operations. Licensee shall take all necessary and reasonable safety precautions, secure the Staging Site by appropriate construction fencing with a dust curtain, and coordinate with the City Manager's designee to assure

the safety of City employees, contractors, residents, guests, invitees, visitors, and the general public at all times during the Term.

Licensee shall resolve any safety or workmanship issues to the conditions reasonably mandated by the City.

11. No Dangerous Materials.

- A. Licensee agrees not to use or permit the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida, on or within the Staging Site, or on any City property and/or right of way. Notwithstanding the foregoing, Licensee shall be permitted to store construction equipment, construction vehicles, and construction materials, including pvc pipes in connection with the Project at the Staging Site. Further, for purposes of this Agreement, materials in the process of being prepared and laid out for installation, and/or equipment actively working or in the process being readied for installation of Licensee's improvements shall not be considered storage.
- B. Licensee shall indemnify and hold the City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Licensee of any "hazardous substance" or "petroleum products" on, under, in or upon the Staging Site as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder; provided, however, Licensee shall have no liability in the event of the willful misconduct or gross negligence of the City, its agents, servants or employees. The provisions of this Section 11.B shall survive the termination or earlier expiration of this Agreement.

12. Storm Water Pollution Prevention Plan. Licensee shall submit a Storm-water Pollution Prevention Plan for the Staging Site within sixty (60) days of the Effective Date. The purpose of this Plan is to reduce the potential of sediments and construction debris from entering the City's storm water system from the Licensee's construction staging activities:

- A. The Licensee should describe and provide indication on a site map of all erosion and sediment controls and storm water best management practices to reduce erosion, sedimentation, and storm water pollution. These controls may include silt fences, entrance/exit controls, storm drain inlet protection, and reinforced soil retaining systems. The Licensee should establish a maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.
- B. The Licensee should implement good housekeeping techniques to reduce contamination of storm water runoff. The Licensee should describe in detail controls for the following potential pollutants:
 - (i) waste disposal, this may include construction debris, chemicals, litter, and sanitary waste;
 - (ii) offsite vehicle tracking from construction entrances/exits; and
 - (iii) the storage, application, generation and migration of all toxic substances.

- C. The Licensee should implement good housekeeping techniques to eliminate contamination of site from machinery oil and fluid, temporary construction bathroom facility, contaminated soil or any other contaminated material.

13. Surrender of Staging Area/Licensee's Obligation for Restoration. Prior to expiration, or earlier termination of this Agreement, Licensee shall immediately surrender the Staging Site, remove Licensee's property from the Staging Site, and restore the Staging Site to the same condition as existed immediately prior to the Effective Date of this Agreement.

Licensee's obligation to observe or perform this covenant shall survive the expiration or earlier termination of this Agreement. Continued occupancy of the Staging Site after expiration, or early termination, of the Agreement shall constitute trespass by the Licensee, and may be prosecuted as such. Additionally, the Use Fee shall continue to accrue until such time as Licensee has completely surrendered the Staging Site, removed all of Licensee's property and restored the Staging Site.

14. Construction of Agreement. The Parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other. The Parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

15. Notices. All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of Licensors and Licensee listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO LICENSEE: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
(561) 805-2599
Attn: Ray Madison

With copy to: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: General Counsel

TO LICENSOR: City of Miami Beach
Parks and Recreation Director
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7000, Ext. 7010

With copy to:

City of Miami Beach
City Manager
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7000, Ext. 6399

16. Entire Agreement. The making, execution and delivery of this Agreement by Licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This Agreement embodies the entire understanding of the Parties and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement. For purposes of this Agreement, a facsimile, electronic or PDF copy shall be deemed to be an original.

[Signatures appear on following page]

EXECUTED as of the day and year first above written.

Attest:

LICENSOR:
CITY OF MIAMI BEACH, FLORIDA
a Florida Municipal Corporation

City Clerk

By: _____

Name: Alina T. Hudak

Title: City Manager

Date

LICENSEE:

FLORIDA POWER & LIGHT COMPANY, a Florida
corporation

Witness

Signature

By: _____

Print Name

Name: _____

Signature

Title: _____

Print Name

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney 

7-15-21
Date

EXHIBIT "A"

STAGING SITE

10

LEGAL DESCRIPTION:

A PORTION OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 42 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 95 OF "OCEAN BEACH FLORIDA ADDITION NO. 3", AS RECORDED IN PLAT BOOK 2, PAGE 81 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA (FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH A 2011 ADJUSTMENT (NAD 83/11), UNITED STATES SURVEY FOOT COORDINATE VALUE: NORTHING (Y) = 527739.4538, EASTING (X) = 939594.8411); THENCE NORTH 23°11'54" EAST, 164.50 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF MICHIGAN AVENUE (FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH A 2011 ADJUSTMENT (NAD 83/11), UNITED STATES SURVEY FOOT COORDINATE VALUE: NORTHING (Y) = 527890.6573, EASTING (X) = 939659.6416); THENCE NORTH 01°59'07" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 182.27 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY NORTH 44°48'48" EAST, 35.53 FEET; THENCE NORTH 88°01'14" EAST, 193.98 FEET; THENCE SOUTH 01°27'57" EAST, 108.37 FEET TO A POINT ON A 4 FOOT FENCE LINE; THE FOLLOWING THREE (3) CALLS BEING ALONG A 4 FOOT FENCE LINE: (1) THENCE SOUTH 85°55'23" WEST, 27.07 FEET; (2) THENCE SOUTH 01°09'54" EAST, 13.29 FEET; (3) THENCE NORTH 89°23'45" WEST, 75.14 FEET TO A POINT ON A 6 FOOT FENCE LINE; THE FOLLOWING TWO (2) CALLS BEING ALONG SAID 6 FOOT FENCE: (1) THENCE SOUTH 01°09'54" EAST, 16.14 FEET; (2) THENCE SOUTH 87°42'16" WEST, 115.72 FEET TO THE POINT OF BEGINNING

SAID LANDS LYING AND BEING IN THE CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA, CONTAINING 43,011 SQUARE FEET (±0.9874 ACRES) MORE OR LESS.

SURVEY NOTES:

1. PHYSICAL PAPER VERSIONS OF THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. ELECTRONIC VERSIONS OF THIS SURVEY MAP HAVE BEEN OFFICIALLY SIGNED AND SEALED BY BENJAMIN B. HOYLE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
2. GRID BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH THE 2011 ADJUSTMENT (NAD 83/11), AND ESTABLISHED BY GLOBAL POSITIONING SYSTEM (GPS) - REAL TIME KINEMATICS (RTK) METHODS, USING THE TRIMBLE VIRTUAL REFERENCE STATION (VRS) NETWORK AND HAVING A REFERENCE BEARING OF N01°59'07"W ALONG THE EAST RIGHT-OF-WAY OF MICHIGAN AVENUE (MANGO AVE., PLAT BOOK 2, PAGE 81, MIAMI DADE COUNTY RECORDS).
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO THE CITY OF MIAMI BEACH

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS PREPARED UNDER MY DIRECTION ON NOVEMBER 24, 2020. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KCI TECHNOLOGIES, INCORPORATED

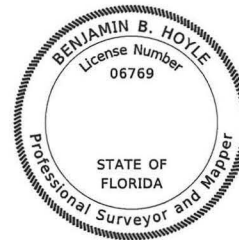
Benjamin B
Hoyle

2020.11.24

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BY: BENJAMIN B. HOYLE, P.S.M.
FLORIDA REGISTRATION NO. 6769

TEMPORARY EASEMENT



Z:\PROJECTS\511900148 POWER\02L\ALTON-VENETIAN_EASEMENTS\SURVEY\CAD\AV_TEMP_HDD_WORK_AREA-FLAMINGO_PARK\511900148 SD-AV_TEMP_HDD_WORK_AREA-FLAMINGO_PARK.DWG

SKETCH AND DESCRIPTION FLAMINGO PARK

A PORTION OF SECTION 34,
TOWNSHIP 53 SOUTH,
RANGE 42 EAST
CITY OF MIAMI BEACH,
MIAMI-DADE COUNTY, FL

DATE 11/24/2020

SCALE AS SHOWN

FIELD BK. N/A

DWG. BY SKN

CHK. BY BBH

DATE	REVISIONS

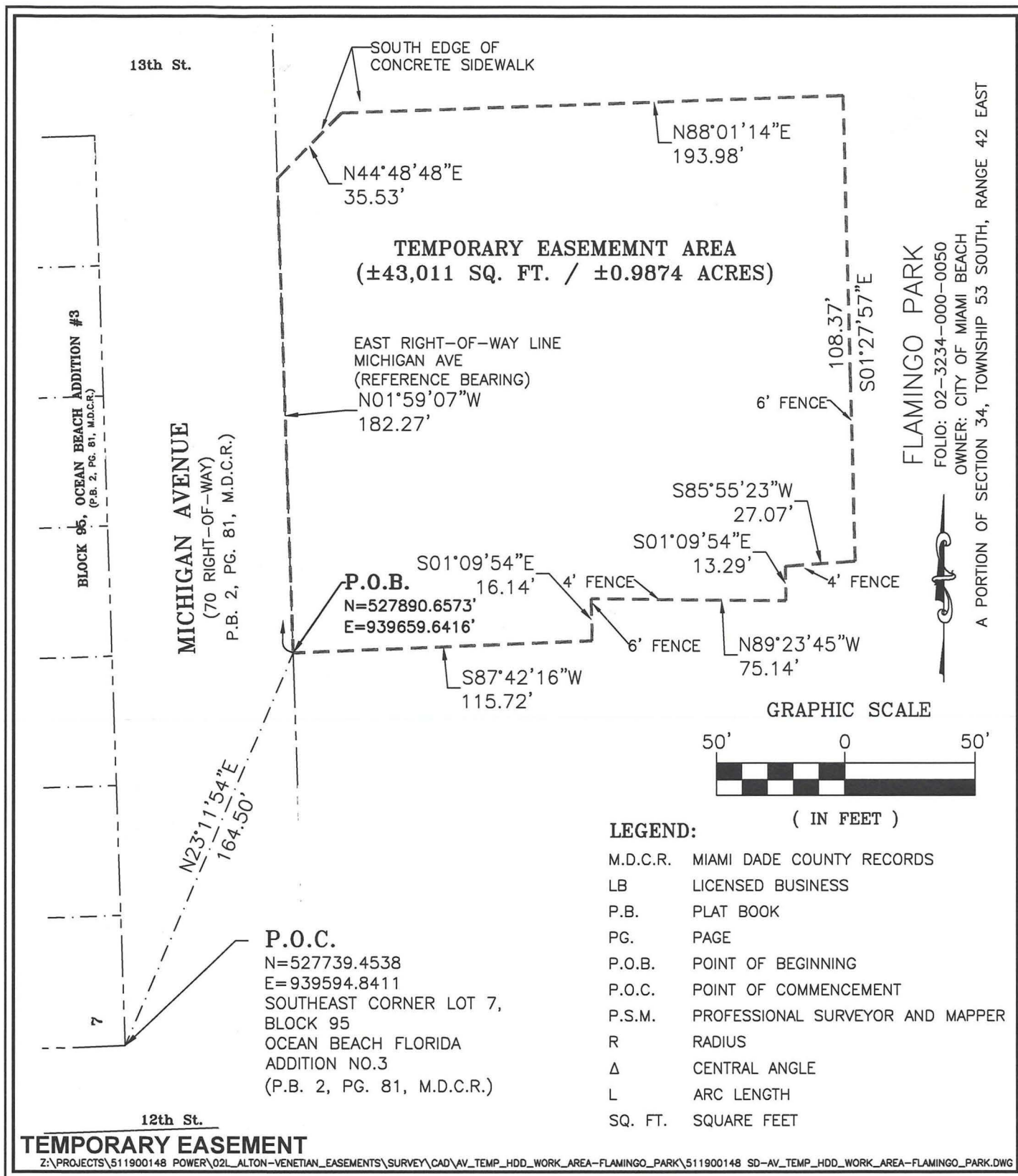


ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS

6500 N. Andrews Avenue • Fort Lauderdale, FL 33309
954.776.1616 • www.kci.com

LICENSED BUSINESS NO. 6901

SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 511900148.02L



SKETCH AND DESCRIPTION FLAMINGO PARK

A PORTION OF SECTION 34,
TOWNSHIP 53 SOUTH,
RANGE 42 EAST
CITY OF MIAMI BEACH,
MIAMI-DADE COUNTY, FL

DATE 11/24/2020

SCALE AS SHOWN

FIELD BK. N/A

DWG. BY SKN

CHK. BY BBH

DATE REVISIONS



ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS

6500 N. Andrews Avenue • Fort Lauderdale, FL 33309
954.776.1616 • www.kci.com
LICENSED BUSINESS NO. 6901

SHEET NO. 2 OF 2 SHEETS
PROJECT NO. 511900148.02L

LICENSE AND USE AGREEMENT

THIS LICENSE AND USE AGREEMENT ("Agreement") is made effective this _____ day of _____, 2021 ("Effective Date") by and between the CITY OF MIAMI BEACH, FLORIDA, a Florida municipal corporation ("City" or "Licensor"), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("Licensee"). Licensor and Licensee may also sometimes be referred to individually as a "Party" and collectively as the "Parties".

NOW, THEREFORE, and in consideration of the mutual promises, covenants, agreements, terms and conditions, herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto do agree as follows:

1. City Manager's Designee. For purposes of administering this Agreement on behalf of the City, the City Manager's Designee shall be the Parks and Recreation Director.
2. Permitted Uses. Licensor hereby grants to Licensee a license to occupy and use that certain portion of the City's property as more particularly described in the sketch and legal description attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Staging Site"), subject to all of the terms and conditions hereof.

Licensee may occupy and use the Staging Sites solely for the purpose of staging construction equipment, parking construction vehicles, and storage of construction materials, including pvc pipes and cable reels, in connection with the utility undergrounding work being undertaken by the Licensee along Michigan Avenue with the Staging Site being located in the southwest corner of the Miami Beach Golf Club property at the intersection of Dade Boulevard and N Michigan Ave, which is the subject of City of Miami Beach permit number RWP0220-5378 (hereinafter referred to as the "Project"). As a condition precedent to using the Staging Site, Licensee shall be required to install an at least six (6) foot high construction fence with windscreen around the Staging Site. Licensee shall be responsible for securing any required governmental approvals/permits from the City's Building Department in connection with the installation of the fence and the approved uses. During the term of this Agreement, Licensee shall be responsible for maintaining, repairing and replacing, as needed, the windscreen and fence in order to keep it in good repair. Licensee shall only be permitted to access the Staging Site from the public right-of-way, through an area mutually agreed upon by the parties and reflected on Exhibit "A". If at the time the parties execute this Agreement the access point has not been determined, Exhibit "A" shall be amended to include the access point once determined.

3. No Improper Use. Licensee will not use, nor suffer or permit any person to use, in any manner whatsoever, the Staging Site for any illegal use, or for any other purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. Licensee will protect, indemnify, and forever save and keep harmless the City, its officials, employees, contractors, and agents from and against damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation, or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of Licensee, or any official, director, agent, contractor, or servant of Licensee arising out of Licensee's use of the Staging Site; provided, however, Licensee shall not be liable for special, punitive, or consequential damages. In the event of any violation of the terms of this Section 3 of the Agreement by Licensee, the City shall have the right to suspend the use of the Staging Site should Licensee fail to correct any such violation within seventy-two (72) hours following written notice of the nature and extent of such violation. Such suspension shall continue until the violation is cured.



4. Use Fee. Licensee shall pay the City a "Use Fee" in the amount of \$102,500 per year. The Use Fee shall be payable in advance, on a monthly basis, in the amount of \$8,541.67 per month, due on the first day of each month during the term of this Agreement. The Use Fee for any partial month shall be prorated, based upon the number of days in the given month.

5. Term/Termination.

A. Term. The term of this Agreement shall commence upon the date of the last Party to execute this Agreement, which shall be referenced as the "Effective Date" on page 1 (above) of this Agreement, and shall expire upon the earlier of: (a) one (1) year from the Effective Date; (b) issuance, by the City's Building Department, of a certificate of completion for the Project; or (c) upon written notification from Licensee that use of the Staging Site is no longer be necessary, whichever occurs first.

B. Termination for Cause. If Licensee shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause after the expiration of the below notice and cure period. Prior to exercising its option to terminate for cause, the City shall notify Licensee of its violation of the particular term(s) of this Agreement and shall grant Licensee thirty (30) days to cure such default. In the event that a default is not reasonably susceptible to being cured within the thirty (30) day cure period, the Licensee shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default. Except with respect to remediations which may be required under Section 11(B), which may reasonably require an extended cure period, all other cure periods shall not exceed one hundred twenty (120) days from the date of written notice thereof. In the event Licensee cures any default pursuant to this subsection, it shall promptly provide the City Manager's designee with written notice of same. If such default remains uncured at the end of the cure period, the City may terminate this Agreement upon delivering written notice of termination to Licensee. Upon termination, the Parties shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement, except those that expressly survive termination hereof including, without limitation, Sections 7, 11(B) and 13.

Notwithstanding the above, Licensee shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by Licensee. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Licensee. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees; provided, however, Licensee shall not be liable for special, punitive, or consequential damages.

6. Performance Bond or Alternate Security. Prior to commencing using the Staging Site, Licensee shall furnish to the City Manager or City Manager's designee a payment and performance bond, in the sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars, for which Licensee shall bind itself for the faithful performance of the terms and conditions of this Agreement. A cash deposit, irrevocable letter of credit, or certificate of deposit may also suffice, as determined by the City Manager or City Manager's designee, in his/her sole and reasonable discretion. The form of the performance bond or alternate security shall be reasonably approved by the City's Chief Financial Officer. In the event that a certificate of deposit is approved, it shall be a Fifty Thousand and 00/100 (\$50,000.00) Dollar one-year certificate of deposit in favor of the City, which shall be automatically

renewed, the original of which shall be held by the City's Chief Financial Officer. Licensee shall be required to maintain said performance bond or alternate security in full force and effect throughout the term of this Agreement. Licensee shall have an affirmative duty to notify the City Manager or City Manager's designee, in writing, in the event said performance bond or alternate security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Licensee, except in an event of default, in which case the City shall be entitled to all interest that accrues after the date of default.

7. Indemnification. Licensee shall indemnify, hold harmless and defend the City, and its officials, directors, members, employees, contractors, agents, and servants from and against any and all actions (whether at law or inequity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from Licensee's performance of its activities under this Agreement or use of the Staging Site. To that extent, Licensee shall pay all such claims or losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals; provided, however, Licensee shall not be liable for special, punitive, or consequential damages.

This Section 7 shall survive the termination or earlier expiration of this Agreement.

8. Insurance. Licensee shall not commence use of the Staging Site under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the City's Risk Manager. Licensee shall carry and maintain the following insurance coverages during the term of this Agreement:

- A. Worker's Compensation Insurance as required by Florida, with Statutory limits and Employer's Liability Insurance limit of no less than \$1,000,000 per accident for bodily injury or disease.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury for vehicles while in the Licensee's care, custody and control with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate. City of Miami Beach must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Additional Insured Status

The City of Miami Beach must be covered as an additional insured with respect to liability arising out of work or operations performed by or on behalf of the Licensee.

Waiver of Subrogation

Licensee hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of the Licensee may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Miami Beach has received a waiver of subrogation endorsement from the insurer. Acceptability of Insurers. The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+"

as to management and no less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick New Jersey, or its equivalent.

Acceptability of Insurers

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Verification of Coverage

Licensee shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Section. All certificates of insurance and endorsements are to be received prior to any work commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Licensee's obligation to provide them. Timely renewal certificates will be provided to the City as coverage renews. Licensee's insurance shall be primary and not contributory for direct claims arising out of the Agreement under the Commercial General Liability policy. In the event of an alleged claim under this Agreement, the City reserves the right, upon reasonable notice to Licensee, to examine the original or true copies of all insurance policies, including endorsements, required by these specifications. Licensee agrees to permit such inspection at the offices of Licensee.

Special Risks or Circumstances

The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder

CITY OF MIAMI BEACH
c/o INSURANCE TRACKING SERVICES
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139

Compliance with the foregoing requirements shall not relieve Licensee of his liability and obligation under this section or under any other section of this Agreement.

Self-Insurance

Licensee may meet the requirements in this Section 8 using any combination of primary, umbrella/excess, or self-insurance programs. Upon the request of the City, Licensee shall provide the City with written evidence of an established self-insurance program meeting the requirements of this Agreement.

9. Inspection. The City shall have the right to inspect the Staging Site (including, without limitation, Licensee's Property thereon) at any time by the City Manager's designee or by any other municipal, County, State officer, or officers of any other agency(ies) having responsibility and/or jurisdiction for inspections of such operations upon at least twenty-four hours prior written notice, except in the event of an emergency. Licensee hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference with Licensee's operations as a result of inspection by any public agency(ies) or officials, (including, without limitation, by reason of any such public agency or official in enforcing any laws, ordinances, or regulations as a result thereof), unless caused by the City's gross negligence or intentional misconduct.

10. Safety and Workmanship. Licensee shall coordinate all work to the Staging Site with the City Manager's designee in order to minimize impact on the City's operations. Licensee shall take

all necessary and reasonable safety precautions, secure the Staging Site by appropriate construction fencing with a dust curtain, and coordinate with the City Manager's designee to assure the safety of City employees, contractors, residents, guests, invitees, visitors, and the general public at all times during the Term.

Licensee shall resolve any safety or workmanship issues to the conditions reasonably mandated by the City.

11. No Dangerous Materials.

- A. Licensee agrees not to use or permit the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida, on or within the Staging Site, or on any City property and/or right of way. Notwithstanding the foregoing, Licensee shall be permitted to store construction equipment, construction vehicles, and construction materials, including pvc pipes in connection with the Project at the Staging Site. Further, for purposes of this Agreement, materials in the process of being prepared and laid out for installation, and/or equipment actively working or in the process being readied for installation of Licensee's improvements shall not be considered storage.
- B. Licensee shall indemnify and hold the City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Licensee of any "hazardous substance" or "petroleum products" on, under, in or upon the Staging Site as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder; provided, however, Licensee shall have no liability in the event of the willful misconduct or gross negligence of the City, its agents, servants or employees. The provisions of this Section 11.B shall survive the termination or earlier expiration of this Agreement.

12. Storm Water Pollution Prevention Plan. Licensee shall submit a Storm-water Pollution Prevention Plan for the Staging Site within sixty (60) days of the Effective Date. The purpose of this Plan is to reduce the potential of sediments and construction debris from entering the City's storm water system from the Licensee's construction staging activities:

- A. The Licensee should describe and provide indication on a site map of all erosion and sediment controls and storm water best management practices to reduce erosion, sedimentation, and storm water pollution. These controls may include silt fences, entrance/exit controls, storm drain inlet protection, and reinforced soil retaining systems. The Licensee should establish a maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.
- B. The Licensee should implement good housekeeping techniques to reduce contamination of storm water runoff. The Licensee should describe in detail controls for the following potential pollutants:
 - (i) waste disposal, this may include construction debris, chemicals, litter, and sanitary waste;
 - (ii) offsite vehicle tracking from construction entrances/exits; and
 - (iii) the storage, application, generation and migration of all toxic substances.

- C. The Licensee should implement good housekeeping techniques to eliminate contamination of site from machinery oil and fluid, temporary construction bathroom facility, contaminated soil or any other contaminated material.

13. Surrender of Staging Area/Licensee's Obligation for Restoration. Prior to expiration, or earlier termination of this Agreement, Licensee shall immediately surrender the Staging Site, remove Licensee's property from the Staging Site, and restore the Staging Site to the same condition as existed immediately prior to the Effective Date of this Agreement.

Licensee's obligation to observe or perform this covenant shall survive the expiration or earlier termination of this Agreement. Continued occupancy of the Staging Site after expiration, or early termination, of the Agreement shall constitute trespass by the Licensee, and may be prosecuted as such. Additionally, the Use Fee shall continue to accrue until such time as Licensee has completely surrendered the Staging Site, removed all of Licensee's property and restored the Staging Site.

14. Construction of Agreement. The Parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other. The Parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

15. Notices. All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of Licensor and Licensee listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO LICENSEE: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
(561) 805-2599
Attn: Ray Madison

With copy to: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: General Counsel

TO LICENSOR: City of Miami Beach
Parks and Recreation Director
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7000, Ext. 6399

With copy to:

City of Miami Beach
City Manager
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7000, Ext. 6399

16. Entire Agreement. The making, execution and delivery of this Agreement by Licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This Agreement embodies the entire understanding of the Parties and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement. For purposes of this Agreement, a facsimile, electronic or PDF copy shall be deemed to be an original.

[Signatures appear on following page]

EXECUTED as of the day and year first above written.

Attest:

LICENSOR:
CITY OF MIAMI BEACH, FLORIDA
a Florida Municipal Corporation

City Clerk

By: _____

Name: Alina T. Hudak

Title: City Manager

Date

LICENSEE:

Witness

FLORIDA POWER & LIGHT COMPANY, a Florida
corporation

Signature

By: _____

Print Name

Name: _____

Signature

Title: _____

Print Name

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Signature]
City Attorney

7-15-21
Date

EXHIBIT "A"
STAGING SITE

LEGAL DESCRIPTION:

A PORTION OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 42 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 14, BLOCK 11-A OF "RESUBDIVISION OF BLOCK 11-A ISLAND VIEW ADDITION", AS RECORDED IN PLAT BOOK 40, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALSO BEING THE NORTHEAST CORNER OF LOT 13 OF SAID BLOCK 11-A (FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH A 1990 ADJUSTMENT (NAD 83/90), UNITED STATES SURVEY FOOT COORDINATE VALUE: NORTHING (Y) = 532166.0398, EASTING (X) = 939393.5833); THENCE SOUTH 68°54'38" EAST, A DISTANCE OF 135.56 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE RIGHT-OF-WAY LINE FOR MICHIGAN AVENUE AS SHOWN ON THE BOUNDARY SURVEY OF THE MIAMI BEACH GOLF CLUB, PREPARED BY F.R. ALEMAN AND ASSOCIATES WITH A DATE OF JUNE 10TH, 2016, SIGNED BY FRANK PARUAS (FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH A 1990 ADJUSTMENT (NAD 83/90), UNITED STATES SURVEY FOOT COORDINATE VALUE: NORTHING (Y) = 532117.2621, EASTING (X) = 939520.0637), THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 01°46'33" WEST, 36.90 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 60.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°12'00", 33.72 FEET; THENCE NORTH 33°58'33" WEST, 85.34 FEET; THENCE NORTH 22°31'27" WEST, 13.63 FEET; THENCE NORTH 34°18'40" WEST, 57.82 FEET; THENCE NORTH 55°41'20" EAST, 36.65 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 98.67 FEET (A RADIAL LINE THROUGH SAID POINT BEARS NORTH 46°59'48" EAST); THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°23'36", 43.73 FEET TO A POINT OF REVERSE CURVATURE WITH A TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 75.81 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°53'52", 52.79 FEET TO A POINT OF REVERSE CURVATURE WITH A TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 70.49 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°51'42", 25.66 FEET; TO A POINT OF REVERSE CURVATURE WITH A TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 84.25 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°17'56", 19.55 FEET; TO A POINT OF COMPOUND CURVATURE WITH A TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 48.55 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°58'58", 21.57 FEET; THENCE SOUTH 01°56'16" EAST, 115.34 FEET TO A POINT ON THE AFOREMENTIONED NORTHEAST RIGHT-OF-WAY, ALSO BEING A POINT ON A NON TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 107.20 FEET (A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 31°22'21" WEST); THENCE ALONG THE ARC OF SAID CURVE AND AFOREMENTIONED RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 23°39'34", 44.27 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF MIAMI-BEACH, IN MIAMI-DADE COUNTY, FLORIDA, CONTAINING 10,302 SQUARE FEET (0.2365 ACRES) MORE OR LESS.

SURVEY NOTES:

1. PHYSICAL PAPER VERSIONS OF THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. ELECTRONIC VERSIONS OF THIS SURVEY MAP HAVE BEEN OFFICIALLY SIGNED AND SEALED BY BENJAMIN B. HOYLE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
2. GRID BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH A 1990 ADJUSTMENT (NAD 83/90), AND ARE BASED ON THE BOUNDARY SURVEY OF THE MIAMI BEACH GOLF CLUB, PREPARED BY F.R. ALEMAN AND ASSOCIATES WITH A DATE OF JUNE 10TH, 2016, SIGNED BY FRANK PARUAS AND HAVING A REFERENCE BEARING OF NORTH 31°23'38" WEST ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF MICHIGAN AVENUE AS SHOWN ON SAID BOUNDARY SURVEY.
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO THE CITY OF MIAMI BEACH

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS PREPARED UNDER MY DIRECTION ON NOVEMBER 24, 2020. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KCI TECHNOLOGIES, INCORPORATED

Benjamin B Hoyle

2020.11.24

'00'05- 14:44:28

BY: BENJAMIN B. HOYLE, P.S.M.
FLORIDA REGISTRATION NO. 6769

TEMPORARY EASEMENT

Z:\PROJECTS\511900148 POWER\02L-ALTON-VENETIAN-EASEMENTS\SURVEY\CAD\AV_TEMP_HDD_WORK_AREA-GOLF_COURSE\511900148 SD-AV_TEMP_HDD_WORK_AREA-GOLF_COURSE.DWG



SKETCH AND DESCRIPTION

MIAMI BEACH GOLF CLUB
A PORTION OF SECTION
34, TOWNSHIP 53 SOUTH,
RANGE 42 EAST
CITY OF MIAMI BEACH,
MIAMI-DADE COUNTY, FL

DATE 11/24/2020
SCALE AS SHOWN
FIELD BK. N/A
DWG. BY SKN
CHK. BY BBH

DATE	REVISIONS

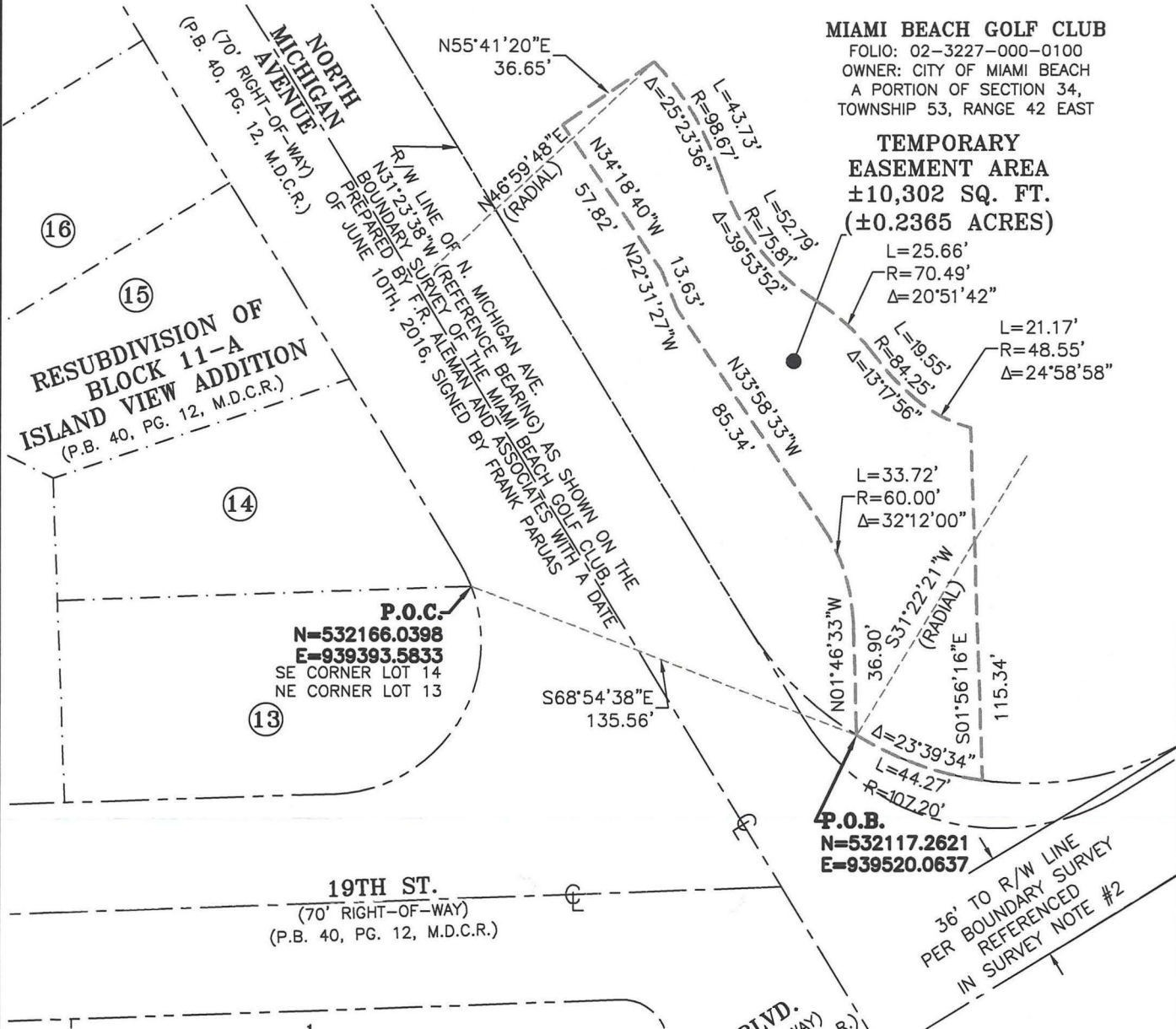


ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS
6500 N. Andrews Avenue • Fort Lauderdale, FL 33309
954.776.1616 • www.kci.com
LICENSED BUSINESS NO. 6901

SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 511900148.02L

MIAMI BEACH GOLF CLUB
 FOLIO: 02-3227-000-0100
 OWNER: CITY OF MIAMI BEACH
 A PORTION OF SECTION 34,
 TOWNSHIP 53, RANGE 42 EAST

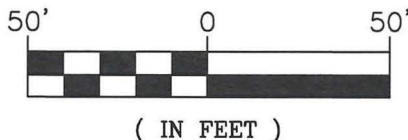
**TEMPORARY
 EASEMENT AREA**
±10,302 SQ. FT.
(±0.2365 ACRES)



LEGEND:

E	EASTING (X) COORDINATE	P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
LB	LICENSED BUSINESS	R	RADIUS
M.D.C.R.	MIAMI DADE COUNTY RECORDS	R/W	RIGHT-OF-WAY
N	NORTHING (Y) COORDINATE	SQ. FT.	SQUARE FEET
P.B.	PLAT BOOK	Δ	CENTRAL ANGLE
PG.	PAGE	L	ARC LENGTH
P.O.B.	POINT OF BEGINNING	CL	CENTERLINE
P.O.C.	POINT OF COMMENCEMENT	⑬	LOT NUMBER

GRAPHIC SCALE



TEMPORARY EASEMENT

Z:\PROJECTS\511900148 POWER\02L-ALTON-VENETIAN-EASEMENTS\SURVEY\CAD\AV_TEMP_HDD_WORK_AREA-GOLF_COURSE\511900148 SD-AV_TEMP_HDD_WORK_AREA-GOLF_COURSE.DWG

**SKETCH AND DESCRIPTION
 MIAMI BEACH GOLF CLUB**

A PORTION OF SECTION
 34, TOWNSHIP 53 SOUTH,
 RANGE 42 EAST
 CITY OF MIAMI BEACH,
 MIAMI-DADE COUNTY, FL

DATE 11/24/2020
 SCALE AS SHOWN
 FIELD BK. N/A
 DWG. BY SKN
 CHK. BY BBH

DATE	REVISIONS



ENGINEERS | PLANNERS | SCIENTISTS
 CONSTRUCTION MANAGERS
 6500 N. Andrews Avenue • Fort Lauderdale, FL 33309
 954.776.1616 • www.kci.com
 LICENSED BUSINESS NO. 6901

SHEET NO. 2 OF 2 SHEETS
 PROJECT NO. 511900148.02L

LICENSE AND USE AGREEMENT

THIS LICENSE AND USE AGREEMENT ("Agreement") is made effective this _____ day of _____, 2021 ("Effective Date") by and between the CITY OF MIAMI BEACH, FLORIDA, a Florida municipal corporation ("City" or "Licensor"), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("Licensee"). Licensor and Licensee may also sometimes be referred to individually as a "Party" and collectively as the "Parties".

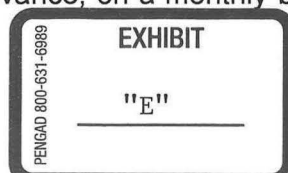
NOW, THEREFORE, and in consideration of the mutual promises, covenants, agreements, terms and conditions, herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto do agree as follows:

1. City Manager's Designee. For purposes of administering this Agreement on behalf of the City, the City Manager's Designee shall be the Parks and Recreation Director.
2. Permitted Uses. Licensor hereby grants to Licensee a license to occupy and use that certain portion of the City's property as more particularly described in the sketch and legal description attached hereto as **Exhibit "A"** and incorporated herein by this reference ("Staging Site"), subject to all of the terms and conditions hereof.

Licensee may occupy and use the Staging Sites solely for the purpose of staging construction equipment, parking construction vehicles, and storage of construction materials, including pvc pipes and cable reels, in connection with the utility undergrounding work being undertaken by the Licensee along Michigan Avenue with the Staging Site being located along the western perimeter of the Miami Beach Golf Club property, which is the subject of City of Miami Beach permit number RWP0220-5378 (hereinafter referred to as the "Project"). As a condition precedent to using the Staging Site, Licensee shall be required to install an at least six (6) foot high construction fence with windscreen around the Staging Site. Licensee shall be responsible for securing any required governmental approvals/permits from the City's Building Department in connection with the installation of the fence and the approved uses. During the term of this Agreement, Licensee shall be responsible for maintaining, repairing and replacing, as needed, the windscreen and fence in order to keep it in good repair. Licensee shall only be permitted to access the Staging Site from the public right-of-way, through an area mutually agreed upon by the parties and reflected on Exhibit "A". If at the time the parties execute this Agreement the access point has not been determined, Exhibit "A" shall be amended to include the access point once determined.

3. No Improper Use. Licensee will not use, nor suffer or permit any person to use, in any manner whatsoever, the Staging Site for any illegal use, or for any other purpose in violation of any Federal, State, County, or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. Licensee will protect, indemnify, and forever save and keep harmless the City, its officials, employees, contractors, and agents from and against damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation, or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of Licensee, or any official, director, agent, contractor, or servant of Licensee arising out of Licensee's use of the Staging Site; provided, however, Licensee shall not be liable for special, punitive, or consequential damages. In the event of any violation of the terms of this Section 3 of the Agreement by Licensee, the City shall have the right to suspend the use of the Staging Site should Licensee fail to correct any such violation within seventy-two (72) hours following written notice of the nature and extent of such violation. Such suspension shall continue until the violation is cured.

4. Use Fee. Licensee shall pay the City a "Use Fee" in the amount of \$340,000 per year. The Use Fee shall be payable in advance, on a monthly basis, in the amount of \$28,333.33 per



month, due on the first day of each month during the term of this Agreement. The Use Fee for any partial month shall be prorated, based upon the number of days in the given month.

5. Term/Termination.

A. Term. The term of this Agreement shall commence upon the date of the last Party to execute this Agreement, which shall be referenced as the "Effective Date" on page 1 (above) of this Agreement, and shall expire upon the earlier of: (a) one (1) year from the Effective Date; (b) issuance, by the City's Building Department, of a certificate of completion for the Project; or (c) upon written notification from Licensee that use of the Staging Site is no longer be necessary, whichever occurs first.

B. Termination for Cause. If Licensee shall fail to fulfill in a timely manner, or otherwise violates, any of the covenants, agreements, or stipulations material to this Agreement, the City, through its City Manager, shall thereupon have the right to terminate this Agreement for cause after the expiration of the below notice and cure period. Prior to exercising its option to terminate for cause, the City shall notify Licensee of its violation of the particular term(s) of this Agreement and shall grant Licensee thirty (30) days to cure such default. In the event that a default is not reasonably susceptible to being cured within the thirty (30) day cure period, the Licensee shall not be considered in default if it shall, within such period, commence with due diligence and dispatch to cure such default and thereafter completes with dispatch and due diligence the curing of such default. Except with respect to remediations which may be required under Section 11(B), which may reasonably require an extended cure period, all other cure periods shall not exceed one hundred twenty (120) days from the date of written notice thereof. In the event Licensee cures any default pursuant to this subsection, it shall promptly provide the City Manager's designee with written notice of same. If such default remains uncured at the end of the cure period, the City may terminate this Agreement upon delivering written notice of termination to Licensee. Upon termination, the Parties shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement, except those that expressly survive termination hereof including, without limitation, Sections 7, 11(B) and 13.

Notwithstanding the above, Licensee shall not be relieved of liability to the City for damages sustained by the City by any breach of the Agreement by Licensee. The City, at its sole option and discretion, shall be entitled to bring any and all legal/equitable actions that it deems to be in its best interest in order to enforce the City's rights and remedies against Licensee. The City shall be entitled to recover all costs of such actions, including reasonable attorneys' fees; provided, however, Licensee shall not be liable for special, punitive, or consequential damages.

6. Performance Bond or Alternate Security. Prior to commencing using the Staging Site, Licensee shall furnish to the City Manager or City Manager's designee a payment and performance bond, in the sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars, for which Licensee shall bind itself for the faithful performance of the terms and conditions of this Agreement. A cash deposit, irrevocable letter of credit, or certificate of deposit may also suffice, as determined by the City Manager or City Manager's designee, in his/her sole and reasonable discretion. The form of the performance bond or alternate security shall be reasonably approved by the City's Chief Financial Officer. In the event that a certificate of deposit is approved, it shall be a Fifty Thousand and 00/100 (\$50,000.00) Dollar one-year certificate of deposit in favor of the City, which shall be automatically renewed, the original of which shall be held by the City's Chief Financial Officer. Licensee shall be required to maintain said performance bond or alternate security in full force and effect throughout

the term of this Agreement. Licensee shall have an affirmative duty to notify the City Manager or City Manager's designee, in writing, in the event said performance bond or alternate security lapses or otherwise expires. All interest that accrues in connection with any financial instrument or sum of money referenced above shall be the property of Licensee, except in an event of default, in which case the City shall be entitled to all interest that accrues after the date of default.

7. Indemnification. Licensee shall indemnify, hold harmless and defend the City, and its officials, directors, members, employees, contractors, agents, and servants from and against any and all actions (whether at law or inequity), claims, liabilities, losses, and expenses, including, but not limited to, attorneys' fees and costs, for personal, economic or bodily injury, wrongful death, loss of or damage to property, which may arise or be alleged to have arisen from Licensee's performance of its activities under this Agreement or use of the Staging Site. To that extent, Licensee shall pay all such claims or losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs and attorneys' fees expended by the City in the defense of such claims and losses, including appeals; provided, however, Licensee shall not be liable for special, punitive, or consequential damages.

This Section 7 shall survive the termination or earlier expiration of this Agreement.

8. Insurance. Licensee shall not commence use of the Staging Site under this Agreement until all insurance required under this section has been obtained and such insurance has been approved by the City's Risk Manager. Licensee shall carry and maintain the following insurance coverages during the term of this Agreement:

- A. Worker's Compensation Insurance as required by Florida, with Statutory limits and Employer's Liability Insurance limit of no less than \$1,000,000 per accident for bodily injury or disease.
- B. Commercial General Liability Insurance on an occurrence basis, including products and completed operations, contractual liability, property damage, bodily injury and personal & advertising injury for vehicles while in the Licensee's care, custody and control with limits no less than \$1,000,000 per occurrence, and \$2,000,000 general aggregate. City of Miami Beach must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Additional Insured Status

The City of Miami Beach must be covered as an additional insured with respect to liability arising out of work or operations performed by or on behalf of the Licensee.

Waiver of Subrogation

Licensee hereby grants to City of Miami Beach a waiver of any right to subrogation which any insurer of the Licensee may acquire against the City of Miami Beach by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Miami Beach has received a waiver of subrogation endorsement from the insurer. Acceptability of Insurers. The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and no less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick New Jersey, or its equivalent.

Acceptability of Insurers

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than "B+" as to management and not less than "Class VI" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Verification of Coverage

Licensee shall provide the required insurance certificates, endorsements or applicable policy language effecting coverage required by this Section. All certificates of insurance and endorsements are to be received prior to any work commencing. However, failure to obtain the required coverage prior to the work beginning shall not waive the Licensee's obligation to provide them. Timely renewal certificates will be provided to the City as coverage renews. Licensee's insurance shall be primary and not contributory for direct claims arising out of the Agreement under the Commercial General Liability policy. In the event of an alleged claim under this Agreement, the City reserves the right, upon reasonable notice to Licensee, to examine the original or true copies of all insurance policies, including endorsements, required by these specifications. Licensee agrees to permit such inspection at the offices of Licensee.

Special Risks or Circumstances

The City of Miami Beach reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder

CITY OF MIAMI BEACH
c/o INSURANCE TRACKING SERVICES
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139

Compliance with the foregoing requirements shall not relieve Licensee of his liability and obligation under this section or under any other section of this Agreement.

Self-Insurance

Licensee may meet the requirements in this Section 8 using any combination of primary, umbrella/excess, or self-insurance programs. Upon the request of the City, Licensee shall provide the City with written evidence of an established self-insurance program meeting the requirements of this Agreement.

9. Inspection. The City shall have the right to inspect the Staging Site (including, without limitation, Licensee's Property thereon) at any time by the City Manager's designee or by any other municipal, County, State officer, or officers of any other agency(ies) having responsibility and/or jurisdiction for inspections of such operations upon at least twenty-four hours prior written notice, except in the event of an emergency. Licensee hereby waives all claims against the City for compensation for loss or damage sustained by reason of any interference with Licensee's operations as a result of inspection by any public agency(ies) or officials, (including, without limitation, by reason of any such public agency or official in enforcing any laws, ordinances, or regulations as a result thereof), unless caused by the City's gross negligence or intentional misconduct.

10. Safety and Workmanship. Licensee shall coordinate all work to the Staging Site with the City Manager's designee in order to minimize impact on the City's operations. Licensee shall take all necessary and reasonable safety precautions, secure the Staging Site by appropriate construction fencing with a dust curtain, and coordinate with the City Manager's designee to assure

the safety of City employees, contractors, residents, guests, invitees, visitors, and the general public at all times during the Term.

Licensee shall resolve any safety or workmanship issues to the conditions reasonably mandated by the City.

11. No Dangerous Materials.

- A. Licensee agrees not to use or permit the storage and/or use of gasoline, fuel oils, diesel, illuminating oils, oil lamps, combustible powered electricity producing generators, turpentine, benzene, naphtha, propane, natural gas, or other similar substances, combustible materials, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of Florida, on or within the Staging Site, or on any City property and/or right of way. Notwithstanding the foregoing, Licensee shall be permitted to store construction equipment, construction vehicles, and construction materials, including pvc pipes in connection with the Project at the Staging Site. Further, for purposes of this Agreement, materials in the process of being prepared and laid out for installation, and/or equipment actively working or in the process being readied for installation of Licensee's improvements shall not be considered storage.
- B. Licensee shall indemnify and hold the City harmless from any loss, damage, cost, or expense of the City, including, without limitation, reasonable attorney's fees, incurred as a result of, arising from, or connected with the placement by Licensee of any "hazardous substance" or "petroleum products" on, under, in or upon the Staging Site as those terms are defined by applicable Federal and State Statute, or any environmental rules and environmental regulations promulgated thereunder; provided, however, Licensee shall have no liability in the event of the willful misconduct or gross negligence of the City, its agents, servants or employees. The provisions of this Section 11.B shall survive the termination or earlier expiration of this Agreement.

12. Storm Water Pollution Prevention Plan. Licensee shall submit a Storm-water Pollution Prevention Plan for the Staging Site within sixty (60) days of the Effective Date. The purpose of this Plan is to reduce the potential of sediments and construction debris from entering the City's storm water system from the Licensee's construction staging activities:

- A. The Licensee should describe and provide indication on a site map of all erosion and sediment controls and storm water best management practices to reduce erosion, sedimentation, and storm water pollution. These controls may include silt fences, entrance/exit controls, storm drain inlet protection, and reinforced soil retaining systems. The Licensee should establish a maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.
- B. The Licensee should implement good housekeeping techniques to reduce contamination of storm water runoff. The Licensee should describe in detail controls for the following potential pollutants:
 - (i) waste disposal, this may include construction debris, chemicals, litter, and sanitary waste;
 - (ii) offsite vehicle tracking from construction entrances/exits; and
 - (iii) the storage, application, generation and migration of all toxic substances.

- C. The Licensee should implement good housekeeping techniques to eliminate contamination of site from machinery oil and fluid, temporary construction bathroom facility, contaminated soil or any other contaminated material.

13. Surrender of Staging Area/Licensee's Obligation for Restoration. Prior to expiration, or earlier termination of this Agreement, Licensee shall immediately surrender the Staging Site, remove Licensee's property from the Staging Site, and restore the Staging Site to the same condition as existed immediately prior to the Effective Date of this Agreement.

Licensee's obligation to observe or perform this covenant shall survive the expiration or earlier termination of this Agreement. Continued occupancy of the Staging Site after expiration, or early termination, of the Agreement shall constitute trespass by the Licensee, and may be prosecuted as such. Additionally, the Use Fee shall continue to accrue until such time as Licensee has completely surrendered the Staging Site, removed all of Licensee's property and restored the Staging Site.

14. Construction of Agreement. The Parties to this Agreement have substantially contributed to the drafting and negotiation of this Agreement, and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other. The Parties acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent legal advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

15. Notices. All notices and communications in writing required or permitted hereunder may be delivered personally to the representatives of Licensors and Licensee listed below or may be mailed by registered mail, postage prepaid (or airmailed if addressed to an address outside of the city of dispatch).

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO LICENSEE: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
(561) 805-2599
Attn: Ray Madison

With copy to: Florida Power & Light Company
700 Universe Boulevard
Juno Beach, Florida 33408
Attn: General Counsel

TO LICENSOR: City of Miami Beach
Parks and Recreation Director
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7000, Ext. 6399

With copy to:

City of Miami Beach
City Manager
1700 Convention Center Drive
Miami Beach, Florida 33139
(305) 673-7000, Ext. 6399

16. Entire Agreement. The making, execution and delivery of this Agreement by Licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This Agreement embodies the entire understanding of the Parties and there are no further or other agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which together shall constitute one and the same agreement. For purposes of this Agreement, a facsimile, electronic or PDF copy shall be deemed to be an original.

[Signatures appear on following page]

EXECUTED as of the day and year first above written.

Attest:

LICENSOR:
CITY OF MIAMI BEACH, FLORIDA
a Florida Municipal Corporation

City Clerk

By: _____

Name: Alina T. Hudak

Title: City Manager

Date

LICENSEE:

Witness

FLORIDA POWER & LIGHT COMPANY, a Florida
corporation

Signature

By: _____

Print Name

Name: _____

Signature

Title: _____

Print Name

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney 

7-15-21
Date

EXHIBIT "A"
STAGING SITE

LEGAL DESCRIPTION:
SEE SHEET 2

SURVEY NOTES:

1. PHYSICAL PAPER VERSIONS OF THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. ELECTRONIC VERSIONS OF THIS SURVEY MAP HAVE BEEN OFFICIALLY SIGNED AND SEALED BY BENJAMIN B. HOYLE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.
2. GRID BEARINGS AND COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH A 1990 ADJUSTMENT (NAD 83/90), AND ARE BASED ON THE BOUNDARY SURVEY OF THE MIAMI BEACH GOLF CLUB, PREPARED BY F.R. ALEMAN AND ASSOCIATES WITH A DATE OF JUNE 10TH, 2016, SIGNED BY FRANK PARUAS AND HAVING A REFERENCE BEARING OF NORTH 31°23'38" WEST ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF MICHIGAN AVENUE AS SHOWN ON SAID BOUNDARY SURVEY.
3. THIS IS NOT A SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
5. THE LEGAL DESCRIPTION SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO THE CITY OF MIAMI BEACH

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS DEPICTED TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION AS PREPARED UNDER MY DIRECTION ON NOVEMBER 24, 2020. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, SUBJECT TO THE QUALIFICATIONS NOTED HEREON.

KCI TECHNOLOGIES, INCORPORATED

BY: BENJAMIN B. HOYLE, P.S.M.
FLORIDA REGISTRATION NO. 6769

TEMPORARY EASEMENT

Benjamin B
Hoyle
2020.11.24
'00'05- 14:41:02



Z:\PROJECTS\511900148 POWER\02L_ALTON-VENETIAN_EASEMENTS\SURVEY\CAD\AV_TEMP_PIPE_LAYDOWN\511900148 SD-AV_TEMP_PIPE_LAYDOWN_GOLF_COURSE.DWG

**SKETCH AND DESCRIPTION
MIAMI BEACH GOLF CLUB**

A PORTION OF SECTIONS 27
AND 34, TOWNSHIP 53 SOUTH,
RANGE 42 EAST
CITY OF MIAMI BEACH,
MIAMI-DADE COUNTY, FL

DATE	11/24/2020
SCALE	AS SHOWN
FIELD BK.	N/A
DWG. BY	SKN
CHK. BY	BBH

DATE	REVISIONS



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LICENSED BUSINESS NO. 6901

SHEET NO. 1 OF 8 SHEETS
PROJECT NO. 511900148.02L

LEGAL DESCRIPTION:

A PORTION OF SECTIONS 27 AND 34, TOWNSHIP 53 SOUTH, RANGE 42 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 14, BLOCK 11-A OF "RESUBDIVISION OF BLOCK 11-A ISLAND VIEW ADDITION", AS RECORDED IN PLAT BOOK 40, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALSO BEING THE NORTHEAST CORNER OF LOT 13 OF SAID BLOCK 11-A (FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH A 1990 ADJUSTMENT (NAD 83/90), UNITED STATES SURVEY FOOT COORDINATE VALUE: NORTHING (Y) = 532166.0398, EASTING (X) = 939393.5833); THENCE SOUTH 68°54'38" EAST, 135.56 FEET TO A POINT ON THE NORTHEAST RIGHT-OF-WAY LINE FOR MICHIGAN AVENUE AS SHOWN ON THE BOUNDARY SURVEY OF THE MIAMI BEACH GOLF CLUB, PREPARED BY F.R. ALEMAN AND ASSOCIATES WITH A DATE OF JUNE 10TH, 2016, SIGNED BY FRANK PARUAS; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 01°46'33" WEST, 36.90 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 60.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°12'00", 33.72 FEET; THENCE NORTH 33°58'33" WEST, 85.34 FEET; THENCE NORTH 22°31'27" WEST, 13.63 FEET; THENCE NORTH 34°18'40" WEST, 57.82 FEET TO THE POINT OF BEGINNING (FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, MERCATOR PROJECTION, NORTH AMERICAN DATUM OF 1983 WITH A 1990 ADJUSTMENT (NAD 83/90), UNITED STATES SURVEY FOOT COORDINATE VALUE: NORTHING (Y) = 532316.9305, EASTING (X) = 939423.2006), THENCE NORTH 34°18'40" WEST, 55.45 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 630.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°34'27", AN ARC DISTANCE OF 72.29 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°11'35", AN ARC DISTANCE OF 47.63 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 160.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°51'39", AN ARC DISTANCE OF 21.95 FEET; THENCE NORTH 30°33'10" WEST, 82.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 60.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°05'37", AN ARC DISTANCE OF 63.98 FEET; THENCE NORTH 30°32'27" EAST, 232.05 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF ALTON ROAD AS SHOWN ON SAID BOUNDARY SURVEY OF THE MIAMI BEACH GOLF CLUB; THE NEXT SEVEN (7) CALLS ARE ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF ALTON ROAD: 1) THENCE NORTH 39°19'22" EAST, 151.98 FEET; 2) THENCE NORTH 50°40'38" WEST, 3.00 FEET; 3) THENCE NORTH 39°19'22" EAST, 166.86 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 801.39 FEET; 4) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°32'09", AN ARC DISTANCE OF 35.47 FEET; 5) THENCE NORTH 53°12'47" WEST, 4.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 797.39 FEET (A RADIAL LINE PASSING THROUGH SAID POINT BEARS SOUTH 53°12'47" EAST); 6) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 38°37'30", AN ARC DISTANCE OF 537.55; 7) THENCE NORTH 01°50'17" WEST, 416.75 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 88°09'43" EAST, 22.00 FEET TO A POINT ON A LINE EAST OF AND PARALLEL TO SAID EASTERLY RIGHT-OF-WAY LINE OF ALTON ROAD; THENCE ALONG SAID PARALLEL LINE SOUTH 01°50'17" EAST, 416.75 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 819.39 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 41°09'41", AN ARC DISTANCE OF 588.65 FEET; THENCE SOUTH 39°19'22" WEST, 317.68 FEET; THENCE DEPARTING SAID PARALLEL LINE SOUTH 30°32'27" WEST, 230.90 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 61°05'37", AN ARC DISTANCE OF 47.98 FEET; THENCE SOUTH 30°33'10" EAST, 82.58 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°51'39", AN ARC DISTANCE OF 24.01 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 135.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°11'35", AN ARC DISTANCE OF 42.87 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 645.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°34'27", AN ARC DISTANCE OF 74.01 FEET; THENCE SOUTH 34°18'40" EAST, 55.45 FEET; THENCE SOUTH 55°41'20" WEST, 15.00 FEET TO THE POINT OF BEGINNING

SAID LANDS LYING AND BEING IN THE CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA, CONTAINING 35,581 SQUARE FEET (±0.8168 ACRES) MORE OR LESS.

TEMPORARY EASEMENT

Z:\PROJECTS\511900148 POWER\02L ALTON-VENETIAN EASEMENTS\SURVEY\CAD\AV_TEMP_PIPE_LAYDOWN\511900148 SD-AV_TEMP_PIPE_LAYDOWN_GOLF_COURSE.DWG

SKETCH AND DESCRIPTION MIAMI BEACH GOLF CLUB

A PORTION OF SECTIONS 27
AND 34, TOWNSHIP 53 SOUTH,
RANGE 42 EAST
CITY OF MIAMI BEACH,
MIAMI-DADE COUNTY, FL

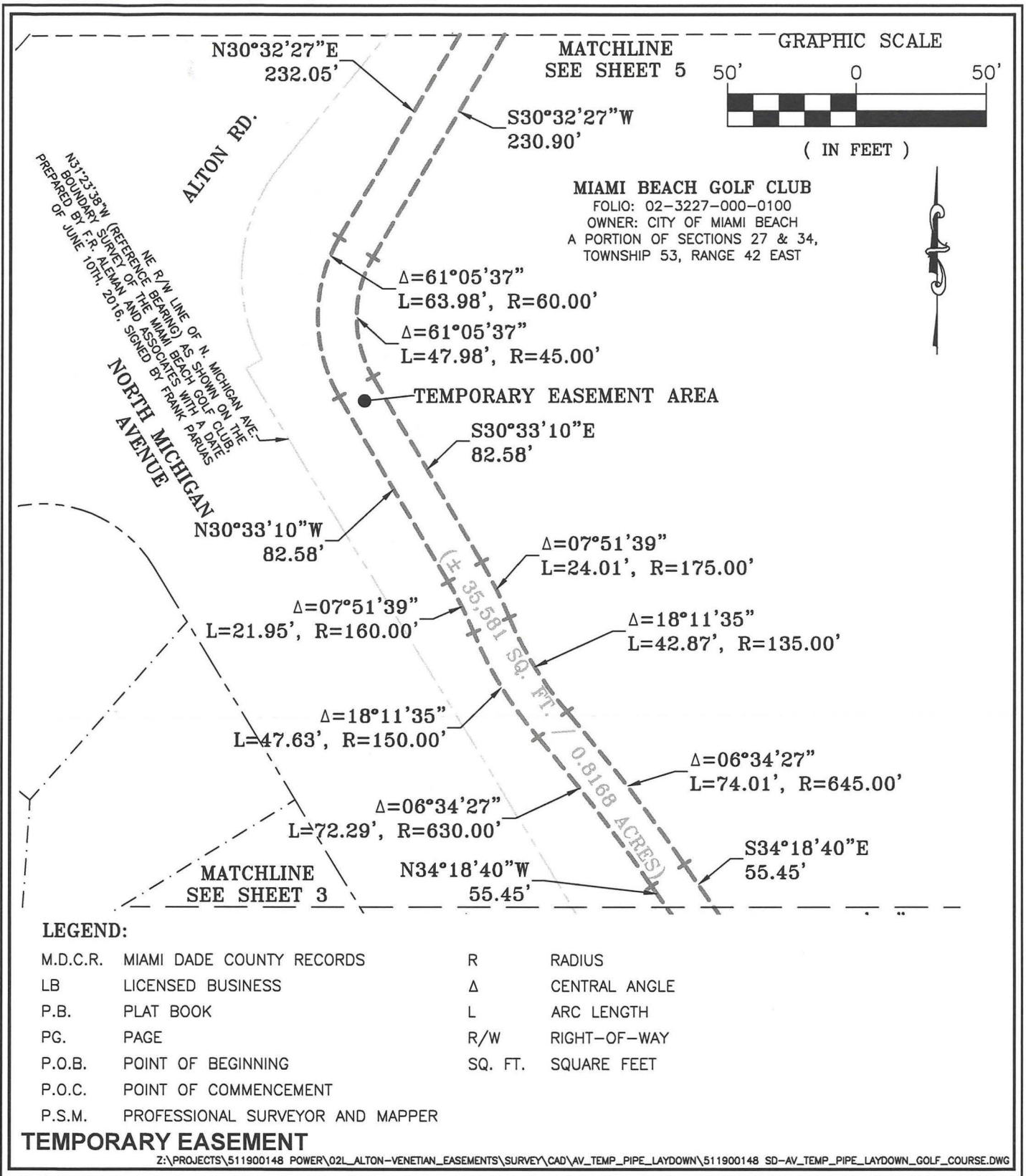
DATE 11/24/2020
SCALE AS SHOWN
FIELD BK. N/A
DWG. BY SKN
CHK. BY BBH

DATE	REVISIONS



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SHEET NO. 2 OF 8 SHEETS
PROJECT NO. 511900148.02L



SKETCH AND DESCRIPTION MIAMI BEACH GOLF CLUB

A PORTION OF SECTIONS 27
AND 34, TOWNSHIP 53 SOUTH,
RANGE 42 EAST
CITY OF MIAMI BEACH,
MIAMI-DADE COUNTY, FL

DATE 11/24/2020

SCALE AS SHOWN

FIELD BK. N/A

DWG. BY SKN

CHK. BY BBH

DATE REVISIONS



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LICENSED BUSINESS NO. 6901

SHEET NO. 4 OF 8 SHEETS
PROJECT NO. 511900148.02L

MATCHLINE
SEE SHEET 6

ALTON RD.

TEMPORARY EASEMENT AREA

N50°40'38"W
3.00'

N39°19'22"E 151.98'

N39°19'22"E 166.86'

(± 35,581 SQ. FT. / 0.8168 ACRES)

S39°19'22"W 317.68'

E R/W LINE OF ALTON ROAD
BOUNDARY SURVEY OF THE MIAMI BEACH GOLF CLUB
PREPARED BY F.R. ALEMAN AND ASSOCIATES WITH A DATE
OF JUNE 10TH, 2016, SIGNED BY FRANK PARRAS

N30°32'27"E 232.05'

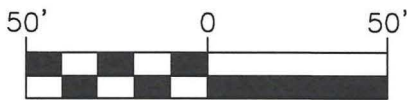
S30°32'27"W 230.90'

MIAMI BEACH GOLF CLUB

FOLIO: 02-3227-000-0100
OWNER: CITY OF MIAMI BEACH
A PORTION OF SECTIONS 27 & 34,
TOWNSHIP 53, RANGE 42 EAST

MATCHLINE
SEE SHEET 4

GRAPHIC SCALE



(IN FEET)

LEGEND:

M.D.C.R. MIAMI DADE COUNTY RECORDS
LB LICENSED BUSINESS
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
R RADIUS
Δ CENTRAL ANGLE
L ARC LENGTH
R/W RIGHT-OF-WAY
SQ. FT. SQUARE FEET

TEMPORARY EASEMENT

Z:\PROJECTS\511900148 POWER\02L-ALTON-VENETIAN_EASEMENTS\SURVEY\CAD\AV_TEMP_PIPE_LAYDOWN\511900148 SD-AV_TEMP_PIPE_LAYDOWN_GOLF_COURSE.DWG

SKETCH AND DESCRIPTION MIAMI BEACH GOLF CLUB

A PORTION OF SECTIONS 27
AND 34, TOWNSHIP 53 SOUTH,
RANGE 42 EAST
CITY OF MIAMI BEACH,
MIAMI-DADE COUNTY, FL

DATE 11/24/2020

SCALE AS SHOWN

FIELD BK. N/A

DWG. BY SKN

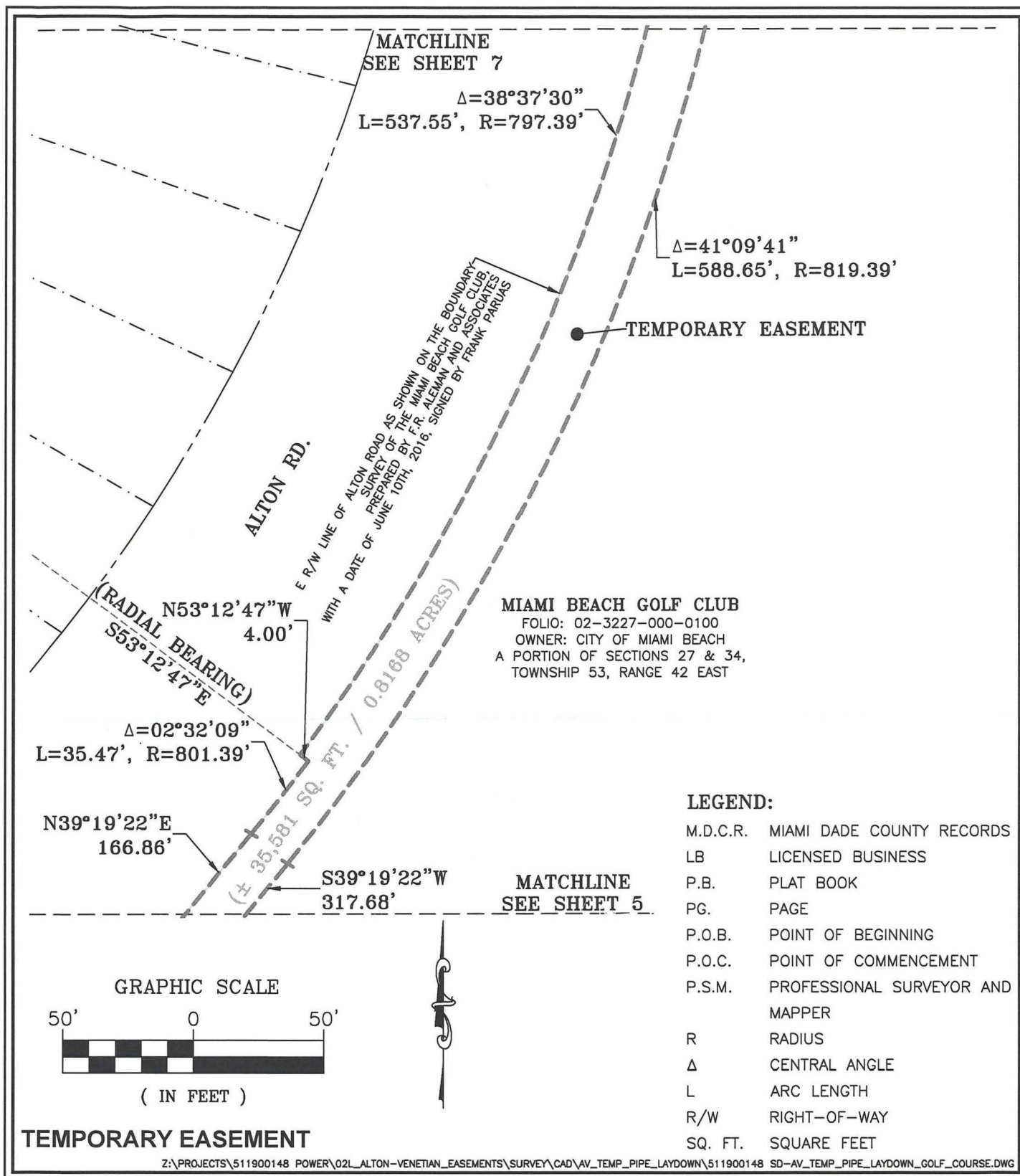
CHK. BY BBH

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SHEET NO. 5 OF 8 SHEETS
PROJECT NO. 511900148.02L



SKETCH AND DESCRIPTION MIAMI BEACH GOLF CLUB

A PORTION OF SECTIONS 27
AND 34, TOWNSHIP 53 SOUTH,
RANGE 42 EAST
CITY OF MIAMI BEACH,
MIAMI-DADE COUNTY, FL

DATE 11/24/2020

SCALE AS SHOWN

FIELD BK. N/A

DWG. BY SKN

CHK. BY BBH

DATE REVISIONS



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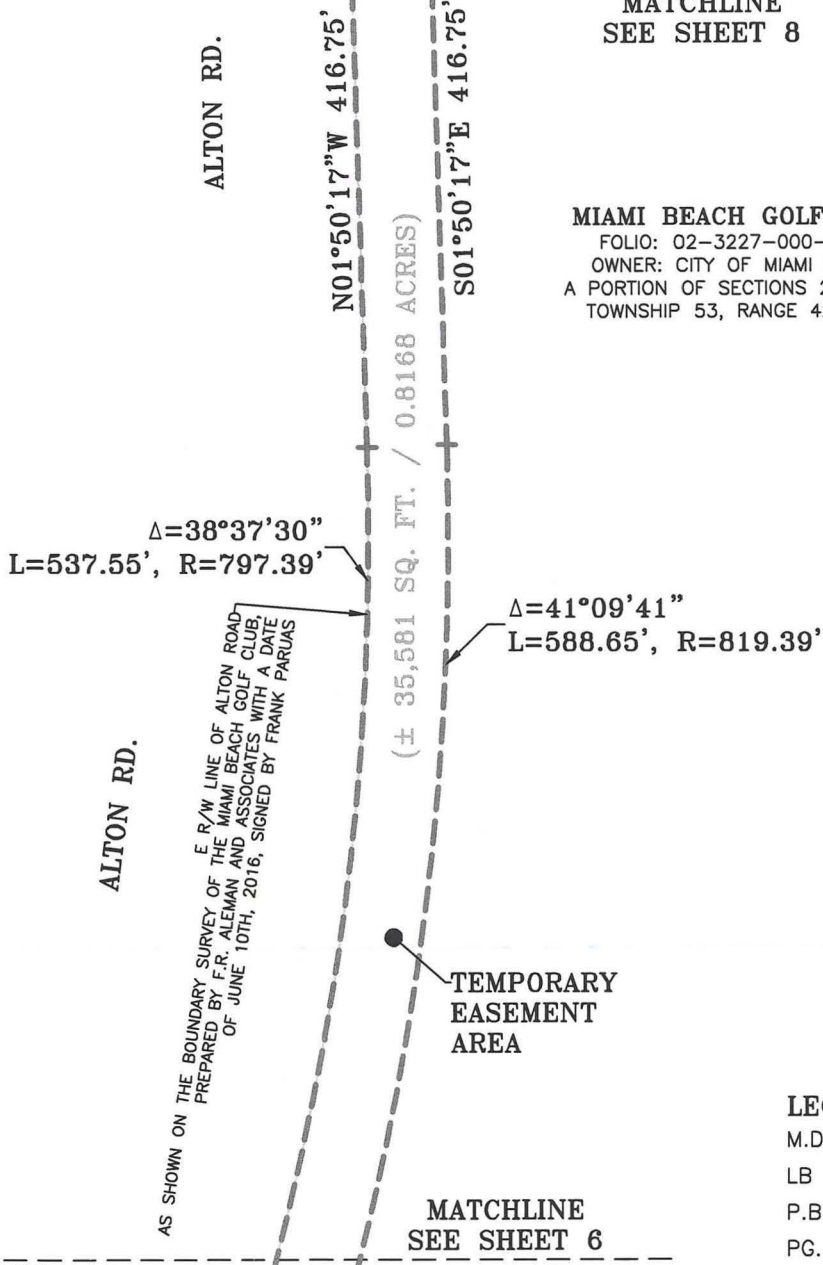
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LICENSED BUSINESS NO. 6901

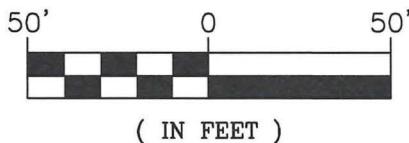
SHEET NO. 6 OF 8 SHEETS
PROJECT NO. 511900148.02L

MATCHLINE
SEE SHEET 8

MIAMI BEACH GOLF CLUB
FOLIO: 02-3227-000-0100
OWNER: CITY OF MIAMI BEACH
A PORTION OF SECTIONS 27 & 34,
TOWNSHIP 53, RANGE 42 EAST



GRAPHIC SCALE



LEGEND:

M.D.C.R. MIAMI DADE COUNTY RECORDS
LB LICENSED BUSINESS
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
R RADIUS
 Δ CENTRAL ANGLE
L ARC LENGTH
R/W RIGHT-OF-WAY
SQ. FT. SQUARE FEET

TEMPORARY EASEMENT

Z:\PROJECTS\511900148 POWER\02\ALTON-VENETIAN_EASEMENTS\SURVEY\CAD\AV_TEMP_PIPE_LAYDOWN\511900148 SD-AV_TEMP_PIPE_LAYDOWN_GOLF_COURSE.DWG

SKETCH AND DESCRIPTION
MIAMI BEACH GOLF CLUB

A PORTION OF SECTIONS 27
AND 34, TOWNSHIP 53 SOUTH,
RANGE 42 EAST
CITY OF MIAMI BEACH,
MIAMI-DADE COUNTY, FL

DATE 11/24/2020
SCALE AS SHOWN
FIELD BK. N/A
DWG. BY SKN
CHK. BY BBH

DATE	REVISIONS



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LICENSED BUSINESS NO. 6901

SHEET NO. 7 OF 8 SHEETS
PROJECT NO. 511900148.02L

ALTON RD.

E R/W LINE OF ALTON ROAD
N01°50'17"W AS SHOWN ON THE
BOUNDARY SURVEY OF THE MIAMI BEACH GOLF CLUB,
PREPARED BY F.R. ALEMAN AND ASSOCIATES WITH A DATE
OF JUNE 10TH, 2016, SIGNED BY FRANK PARUAS

N88°09'43"E
22.00'

(± 35,581 SQ. FT. / 0.8168 ACRES)

MIAMI BEACH GOLF CLUB
FOLIO: 02-3227-000-0100
OWNER: CITY OF MIAMI BEACH
A PORTION OF SECTIONS 27 & 34,
TOWNSHIP 53, RANGE 42 EAST

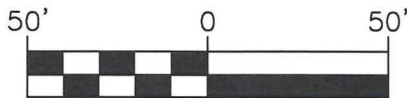
N01°50'17"W
416.75'

S01°50'17"E
416.75'

TEMPORARY
EASEMENT
AREA

MATCHLINE
SEE SHEET 7

GRAPHIC SCALE



(IN FEET)

LEGEND:

M.D.C.R. MIAMI DADE COUNTY RECORDS
LB LICENSED BUSINESS
P.B. PLAT BOOK
PG. PAGE
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
P.S.M. PROFESSIONAL SURVEYOR AND MAPPER
R RADIUS
Δ CENTRAL ANGLE
L ARC LENGTH
R/W RIGHT-OF-WAY
SQ. FT. SQUARE FEET

TEMPORARY EASEMENT

Z:\PROJECTS\511900148 POWER\02L-ALTON-VENETIAN_EASEMENTS\SURVE\CAD\AV_TEMP_PIPE_LAYDOWN\511900148 SD-AV_TEMP_PIPE_LAYDOWN_GOLF_COURSE.DWG

**SKETCH AND DESCRIPTION
MIAMI BEACH GOLF CLUB**

A PORTION OF SECTIONS 27
AND 34, TOWNSHIP 53 SOUTH,
RANGE 42 EAST
CITY OF MIAMI BEACH,
MIAMI-DADE COUNTY, FL

DATE 11/24/2020

SCALE AS SHOWN

FIELD BK. N/A

DWG. BY SKN

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SHEET NO. 8 OF 8 SHEETS
PROJECT NO. 511900148.02L