

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

Alberto Pisani, P.E.
Senior Professional Engineer
Miami-Dade County Department of
Regulatory and Economic Resources
701 NW 1st Court, 5th Floor
Miami, Florida 33136-3912

(Reserved for Clerk of the Court)

TEMPORARY EASEMENT AGREEMENT

This TEMPORARY EASEMENT AGREEMENT (“Agreement”) is made and entered into as of the 29th day of July 2023 (“Effective Date”), by and between the City of Miami Beach, a municipal corporation of the State Florida (the "City"), with an address of 1700 Convention Center Drive, Miami Beach, Florida 33139, Attention: City Manager, and Miami-Dade County (the “County”), a political subdivision of the State of Florida, 111 NW 1st Street, Miami, Florida 33128.

RECITALS

- A. The City, the County, and the United States Army Corps of Engineers (the “Corps”) have jointly coordinated to provide beach material in multiple eroded areas of Miami Beach (the “Joint Project”). Construction of the Federal Dade County Beach Erosion Control and Hurricane Protection Project was authorized by Section 203 of the Flood Control Acts of 1968, Public Law 90-483, as modified by Section 69 of the Water Resources Development Act of 1974, Public Law 93-251, and expanded under a separate authorization in Title I, Chapter IV of the Supplemental Appropriations Act of 1985, Public Law 99-88, and by Section 501 of the Water Resources Development Act of 1986, Public Law 99-662; and
- B. The Corps and the County have entered into a Project Partnership Agreement to undertake a cycle of periodic nourishment for the Joint Project, at full federal expense to the extent that appropriations provided in Title IV, Division B of the Bipartisan Budget Act of 2018, Public Law 115-123, enacted February 9, 2018, are available and used for such purpose; and
- C. In furtherance of the Joint Project, the Corps requires the use of certain property owned by the City for access, and has requested that the County enter into an Agreement for same; and
- D. The City owns certain property, described or depicted in the attached Exhibit “A”, and described as the 46th Street P-71 and Indian Beach Park (46th Street Parking Lot), (also referred to herein as the “Temporary Easement Areas” or the “Property”), that could be used for equipment staging and access in order to fulfill the goals of the Joint Project; and
- E. The City and the County entered into a 28-month Temporary Easement Agreement with an effective date of March 29th, 2021, as recorded in BK 32421, Pgs 354-364, for the purpose of providing use of certain City-owned property, including the 46th Street Parking Lot, to the Corps for the Joint Project, and that 28-month Temporary Easement Agreement expires on July 28, 2023; and
- F. The Corps requested that the property authorizations in the 28 month Temporary Easement Agreement be extended for an additional nine (9) months for use of the 46th Street Parking Lot Temporary Easement Area during the additional nine (9) month period; and
- G. The City and the County intend to provide the requested time extension by entering into this Agreement,

which shall be effective July 29, 2023 (Effective Date).

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

1. The foregoing recitals are incorporated as if fully set forth herein.
2. The City hereby grants to Miami-Dade County, its successors, and assigns, for the use of the County, its agents, employees, contractors, representatives and licensees, for a 9 month period commencing on the Effective Date, the temporary, non-exclusive easement on, over, and upon the Temporary Easement Areas, subject to the terms, conditions, reservations and restrictions set forth herein, for the purpose of access, as well as all other work necessary or incidental to the construction of the Joint Project, including but not limited to borrow and/or deposit fill, erection and removal of temporary structures, staging of vehicles, equipment and materials, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles, in connection with the Joint Project. The only areas of the Property which can be utilized for ingress and egress are the areas of the Property labeled and described as "Access Area" in Exhibit "A". THE EASEMENT USE SHALL BE SUBJECT TO A CITY PUBLIC WORKS RIGHT-OF-WAY PERMIT PROCESS.
3. Assignment. The City acknowledges that any of the rights set forth herein may be assigned, in whole or in part, including but not limited to the County's assignment of this Agreement to the Corps, its agents, contractors, and employees, who shall be performing work and activities on the Property, and the rights and obligations of the parties shall inure to the benefit of and be binding upon their successors and assigns.
4. At the 46th Street Parking Lot – During the entire 9 month period of the term, the County shall have use of the spoil area of the 46th Street Parking Lot which does not include active parking spaces, and this spoil area is same as the Staging Area identified in Exhibit "A". The County and/or its designee, are precluded from using the Temporary Easement Area for the 46th Street Parking Lot during Art Basel (November 14, 2023 through December 14, 2023) as detailed in the contractor's specifications.
5. Enforcement. The parties shall resolve any disputes, controversies, or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes, as amended.
6. Nothing herein shall constitute a waiver of Section 768.28 of the Florida Statutes or shall be construed as impacting or modifying the protections set forth therein.
7. Nothing in this Agreement, express or implied, is intended to (i) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (ii) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

EXECUTED as of the date and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Name: _____

Name: _____

Attest:

By: _____, City Clerk
Rafael E. Granado

Approved as to form and language and for execution:

City Attorney Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by
_____, as _____, for the City of Miami Beach, Florida.

By: _____
Signature of Notary Public

Printed, typed or stamp

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

By:
Name: _____

Title: _____

My Commission Expires:

EXHIBIT "A"

LOCATION OF TEMPORARY EASEMENT AREAS AND MAP

46TH STREET PARKING LOT

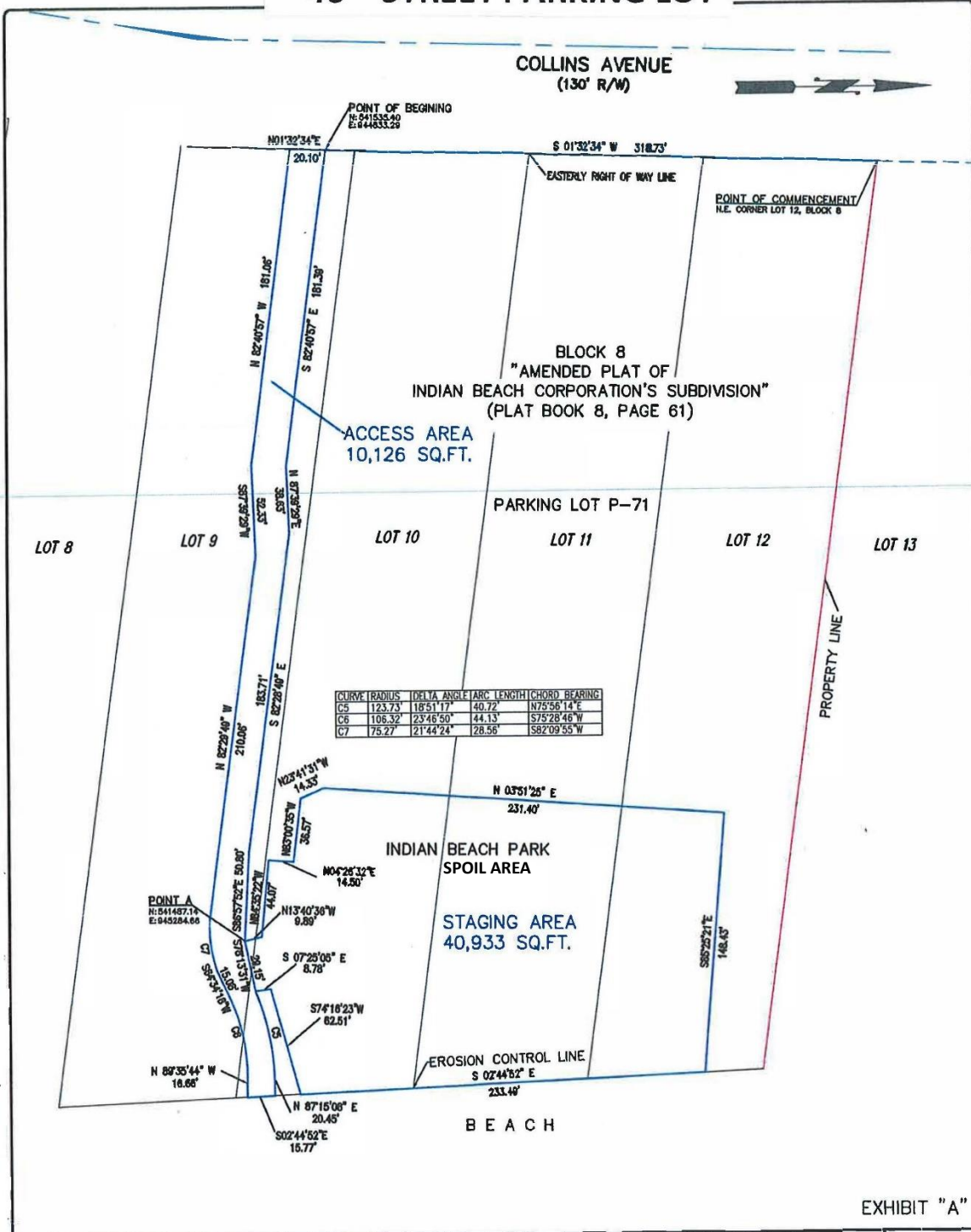


EXHIBIT "A"

MIAMI BEACH PUBLIC WORKS DEPARTMENT <small>1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33132</small>	ACCEPTED BY:	REVISED	TITLE:	SKETCH OF DESCRIPTION 46TH STREET P-71 AND INDIAN BEACH PARK ACCESS AREA AND STAGING AREA	AS2
	BRIAN T. BELLINO CITY SURVEYOR	B.T.B. _____ _____ _____	_____ _____ _____		

46TH STREET PARKING LOT

LEGAL DESCRIPTION:

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

ACCESS AREA:

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

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

STAGING AREA:

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

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

SURVEYOR'S NOTES:

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

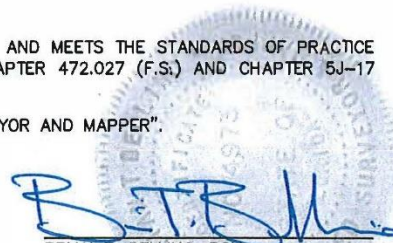
SURVEYOR'S CERTIFICATION:

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

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

04/29/2019

DATE



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

MIAMI BEACH
PUBLIC WORKS DEPARTMENT
1709 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139

ACCEPTED BY:


BRIAN T. BELLINO
CITY SURVEYOR

REVISED

B.T.B.

TITLE:

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

AS1