

This instrument prepared by/Return to:

Name: Gisela Nanson Torres  
Senior Assistant City Attorney  
Address: Office of the City Attorney  
1700 Convention Center Drive, 4<sup>th</sup> Floor  
Miami Beach, Florida 33139

(Space reserved for Clerk)

**UTILITY EASEMENT AGREEMENT**

16<sup>th</sup> THIS GRANT OF A UTILITY EASEMENT AGREEMENT (the "Agreement") is made this day of March, 2021 ("Effective Date"), between MOUNT SINAI MEDICAL CENTER OF FLORIDA, INC., a Florida not-for-profit corporation, as owner and grantor, and its successors and assigns (hereinafter called "Grantor") and the CITY OF MIAMI BEACH, FLORIDA, a municipal corporation of the State of Florida (the "City"), as grantee, and its successors and assigns (hereinafter called "Grantee").

**WITNESSETH:**

**WHEREAS**, Grantor is the owner of that certain improved real property located within the City's municipal jurisdiction, with a street address of 4300 Alton Road, Miami Beach, Miami-Dade County, Florida, and more particularly described in **EXHIBIT "A"**, attached hereto and made a part hereof (the "Grantor's Property"); and

**WHEREAS**, in connection with the development of Grantor's property, Grantor has agreed to convey to the City the following two (2) perpetual, non-exclusive Easements (as more particularly described in Section 2 below) for the City to access, construct, install, operate, maintain, repair, replace and upgrade the following City utility infrastructures: Easement "A", having approximately 226 square feet, shall contain one (1) -12 inch fire service line, one (1) - 8 inch domestic service line, one (1) 6 inch domestic meter; and Easement "B", having approximately 1,291 square feet, shall contain one (1) -12 inch fire service line, one (1) - 8 inch domestic service line, one (1) - 4 inch irrigation/cooling tower service line, one (1) - 6 inch domestic meter, and one (1) - 4 inch irrigation/cooling tower meter) (collectively, the "City's Utility Infrastructure"); and

**WHEREAS**, on December 9, 2020, the Mayor and City Commission adopted Resolution No. 2020-31518, authorizing the Mayor and City Clerk to execute and accept these Easements (as defined in Section 2) on the Grantor's Property.

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

**GRANT OF EASEMENT**

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

2. **Consideration and Description.** the Grantor, for and in consideration of the installation of the City's Utility Infrastructure, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants to the Grantee two (2) perpetual, non-exclusive easements (the "Easements") on, over, and under a portion of Grantor's Property, as such portion of Grantor's property is more specifically described and delineated in **EXHIBIT "B,"** attached hereto and made a part hereof (the "Easement Area") to access, construct, install, operate, maintain, repair, replace and upgrade the City's Utility Infrastructure, together with the non-exclusive right of ingress, egress and regress on, over and through the portion of the roadways, parking areas and other portions of the Grantor's Property that are located adjacent to the Easement Area or may be reasonably necessary for access to the Easement Area, subject to the terms, conditions and restrictions set forth in this Agreement.

3. **Uses.**

3.1 The Grantee shall use the Easements and the Easement Area during the Term provided herein for the express purposes provided in Section 2 hereof, which will include, without limitation, use of the Easement Area for taking readings, inspecting the Water Meters, and performing work in connection with the construction, installation, operation, maintenance, repair, replacement and upgrade of the City's Utility Infrastructure. Grantee may utilize the Easement Area during the Term without Grantor's prior written approval at any time or times.

3.2 The Grantor hereby reserves all rights of ownership in and to the Easement Area that are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over, under and/or across the Easement Area. Grantor shall be prohibited from materially obstructing the Grantee's access to, or use of, the Easement Area. The Grantor shall not construct, or permit to be constructed, any structural foundations on or over the Easement Area; provided, however, the Grantor may construct and maintain within the Easement Area improvements such as, without limitation, water service pipe, bends, fittings, valves, meter, backflow preventer, proposed fire service pipe, asphalt pavement, parking lots, curb gutter, sidewalk, landscaping, and irrigation, which are not a part of the City's Utility Infrastructure, improvements now or hereafter located within the Easement Area.

4. **Inspection.** It is hereby agreed that any City official has the right, during normal business hours, to enter and investigate the use of the Easement Area to verify compliance with the conditions of this Agreement and the requirements of the City's Building, Public Works, Zoning and Land Development Regulations.

5. **Term.** This Agreement shall remain in full force and effect and shall be binding upon the Grantor, its successors in interest and assigns, for a period of thirty (30) years, and for successive ten (10) year periods thereafter, from the date of this Agreement is recorded in the Public Records of Miami-Dade County, Florida ("Term"). This time period will be automatically renewed unless released upon a petition for removal, modification or amendment of condition is approved by an act of the City Commission. The Easements and rights granted herein shall be perpetual and shall be possessed and enjoyed by the Grantee, its successors and assigns, for the purposes stated herein.

6. **Maintenance.** At all times during the Term, the City's Utility Infrastructure, from the point of connection at the 12 inch water main to the terminal point of the water meters, shall remain property of the Grantee and Grantee, at its sole cost and expense, shall maintain the City's Utility

Infrastructure and shall make all repairs as deemed necessary by Grantee, in its reasonable discretion; provided, however, that Grantor shall be responsible for reimbursing Grantee for any damage to the City's Utility Infrastructure caused by Grantor, its officers, employees, contractors, agents and invitees. The maintenance, repair and replacement of any other portions of the Easement Area including, without limitation, the repair and replacement of any other attachments, excluding the City's Utility Infrastructure, shall remain Grantor's responsibility. In the event the City is required to perform repairs or improvements on the City's Utility Infrastructure, the City shall not be liable to replace decorative features (such as pavers, lighting, landscaping other than sod/grass, etc.) to existing conditions. The Grantor shall be responsible for replacing decorative features to existing conditions or removing these items prior to work being performed by the City.

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

AS TO GRANTOR: Mount Sinai Medical Center of Florida, Inc.  
4300 Alton Road  
Warner Building, 5<sup>th</sup> Floor  
Miami Beach, Florida 33140  
Attention: Chief Operating Officer

WITH COPIES TO: Mount Sinai Medical Center of Florida, Inc.  
4300 Alton Road  
Warner Building, 5<sup>th</sup> Floor  
Miami Beach, Florida 33140  
Attention: General Counsel

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

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

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

## 8. **Miscellaneous Terms and Conditions**

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

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

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

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

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

8.6 Entire Agreement; Modifications. This Agreement sets forth the entire agreement between the parties specifically relating to the subject matter of the Easements granted hereby and there are no other agreements or understandings between them relating to Grantee's use of the Easement Area. This Agreement may not be modified, released or terminated, except by agreement in writing executed by the parties hereto or their respective successors and/or assigns, and in the case of Grantee, approved by the Mayor and City Commission of the City of Miami Beach. No modification or amendment of this Agreement shall be effective unless in writing and recorded in the Public Records of Miami-Dade County, Florida.

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

8.8 Grantor Representations. Grantor covenants, warrants and represents that Grantor is the fee simple owner of Grantor's Property and has the right title and capacity to grant the perpetual Easements granted herein.

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

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

8.11 Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which shall be deemed an original, but all of which (when taken together) shall constitute one and the same instrument.

8.12 Titles of Paragraphs and Sections. The titles of the several parts, paragraphs and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

8.13 No Joint Venture or Partnership. This Agreement is not intended nor shall it be construed to create a joint venture or partnership between the parties and neither party shall constitute the agent of the other for any purpose.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]





## Exhibit "A"

## Grantor's Property

Commencing at a concrete monument at Southeast corner of the Southwest One Quarter (SW 1/4) of Section 22, Township 53 South, Range 42 East, which is the Southeast corner of Government Lot 4, Township 53 South, Range 42 East, Miami-Dade County, Florida, run Westerly along the South line of said Section 22, the bearing of said South line being South 88 degrees, Eighteen minutes West as shown on a plat entitled "MAP OF THAT PORTION OF TOWNSHIP 53 SOUTH, RANGE 42 EAST", lying between Biscayne Bay and the Atlantic Ocean in Miami-Dade County, Florida, Bliss and Watson, Engineers, dated February 1918, as recorded in Plat Book 5 at page 40 of the Public Records of Miami-Dade County, Florida, a distance of 356.19 feet to a point;

Thence run North 09 degrees, 37 minutes East, a distance of 268.77 feet; Thence run North 24 degrees, 22 minutes, 43 seconds West, a distance of 15.0 feet to Station 194+94.0426 (back) of the Construction centerline of State Road 25, as shown on a Florida State Road Right of way Map entitled "RIGHT-OF-WAY MAP SEC. 8709-402, SR 25 MIAMI-DADE COUNTY, FLORIDA", revised as of August 7, 1958, Sheets 1 and 2;

Thence run South 65 degrees, 37 minutes, 17 seconds West, a distance of 1456.7770 feet to the Point of Curvature (P.C.) of a circular curve (Centerline of Construction equals 180+37.2656);

Thence run Southwesterly along the centerline of construction of State Road 25, along the arc of a circular curve deflecting to the right, having for its elements a central angle of 25 degrees, 25 minutes, 34 seconds, a radius of 3819.72 feet, a distance of 1695.0747 feet to the Point of Tangency (PT) of said curve;

Thence run North 88 degrees, 57 minutes, 09 seconds West tangent to the last mentioned circular curve, along the centerline of construction of State Road 25, a distance of 573.19 feet to a point, said point being Station 157+69 on the centerline of Construction of State Road 25;

Thence run along a line deflecting 90 degrees to the right, North 01 degrees, 02 minutes, 51 seconds East, a distance of 116.0 feet to the Point of Beginning of the tract of land herein described, said point of beginning also being the Point of Curvature (PC) of a circular curve;

Thence run Northeasterly along the Easterly shore of Biscayne Bay, along the arc of a circular curve deflecting to the left, having for its elements a central angle of 48 degrees, 24 minutes, 18 seconds, a radius of 556.210 feet, a distance of 469.90 feet to the Point of Tangency (PT) of said circular curve, the Southerly tangent of said circular curve having a bearing of South 88 degrees, 57 minutes, 09 seconds East; (bearing of Chord being North 66 degrees, 50 minutes, 42 seconds, East; Chord distance being 456.05 feet);

Thence run Northeasterly, North 42 degrees, 38 minutes, 33 seconds East, tangent to said circular curve, a distance of 1146.608 feet to a point, said point being the Northwesternly corner of a parcel of submerged land (now filled) deeded by the Trustees of the Internal Improvement



Fund of the State of Florida to the Alton Beach Realty Company; Deed No. 16801, dated September 9, 1919 - comprising 21.5 Acres, more or less; also described in Deed Book 2277, page 133, Public Records of Miami-Dade County, Florida from Miami Beach Bay Shore Company to the United States of America, recorded March 23, 1943;

Thence run North 48 degrees, 51 minutes, 00.3 seconds East, a distance of 1006.079 feet to a point;

Thence run North 52 degrees, 47 minutes, 05.56 seconds East, a distance of 302.87 feet to a point on the Northerly line of Lot 41, Block 1, NAUTILUS SUBDIVISION as recorded in Plat Book 8, page 95 of the Public Records of Miami-Dade County, Florida.

Thence run in a Northeasterly direction, meandering the Northwesterly line of Lot 41, a distance of 93 feet, plus or minus. The Chord of the aforementioned meander line, concave to the Southeast, having a bearing of North 51 degrees, 41 minutes, 56 seconds East, and a distance of 92.03 feet;

Thence run North 77 degrees, 57 minutes, 59 seconds East, along the Northerly line of said Lot 41, a distance of 144.75 feet to a point, said point being the Southwesterly corner of Lot 40, Block 1 of the aforementioned NAUTILUS SUBDIVISION;

Thence run South 86 degrees, 11 minutes, 38 seconds East, along the South line of said Lot 40, a distance of 229.31 feet to the Southeasterly corner of said Lot 40, said point being on the Westerly line of North Bay Road as shown on aforementioned plat of NAUTILUS SUBDIVISION;

Thence run North 73 degrees, 19 minutes, 02 seconds East, along the southerly line of said North Bay Road, a distance of 43.64 feet to a point on a circular curve;

Thence deflecting to the right run along the arc of the last mentioned circular curve, having for its elements a central angle of 71 degrees, 05 minutes, 35 seconds, a radius of 10.0 feet (bearing of Chord being South 57 degrees, 43 minutes, 43.5 seconds East, Chord distance being 11.63 feet), a distance of 12.41 feet to the Point of Reverse Curvature (PRC) of a circular curve;

Thence deflecting to the left, run along the arc of a circular curve, having for its elements a central angle of 7 degrees, 02 minutes, 04 seconds, a radius of 343.23 feet, (bearing of Chord being South 25 degrees, 41 minutes, 58 seconds East, Chord distance being 42.12 feet), a distance of 42.14 feet to the Point of Compound Curvature (PCC) of a circular curve;

Thence deflecting to the left run along the arc of the last mentioned curve, having for its elements a central angle of 19 degrees, 43 minutes, 00 seconds, a radius of 660.0 feet, (bearing of Chord being South 39 degrees, 04 minutes, 30 seconds East, Chord distance being 226.0 feet), a distance of 227.11 feet to a point, said point being at the intersection of a circular curve, said point also being at the intersection of the Southwesterly line of aforementioned North Bay Road with the Westerly Right-of-Way line of Ramp "D" - State Road 25;

Thence deflecting to the right run along the said Westerly Right-of-Way line of Ramp "D" of State Road 25, along the arc of a circular curve concave to the West, having for its elements a central angle of 02 degrees, 15 minutes, 58 seconds, a radius of 671.58 feet, (bearing of Chord being South 28 degrees, 20 minutes, 58 seconds West, Chord distance being 26.56 feet), a distance of 26.56 feet to the Point of Tangency (PT) of said curve;

Thence continue along the Westerly Right-of-Way line of Ramp "D" of State Road 25, run South 29 degrees, 28 minutes, 45 seconds West, tangent to the last mentioned circular curve, a distance of 350.864 feet to the Point of Tangency (PT) of a circular curve concave to the Southeast;

Thence continue along the aforementioned Right-of-Way line, run along the arc of the last mentioned circular curve, having for its elements a central angle of 01 degrees, 26 minutes, 42 seconds, a radius of 914.51 feet, a distance of 23.07 feet to a point; (bearing of Chord being South 28 degrees, 45 minutes, 23.5 seconds West, Chord distance being 23.07 feet);

Thence continue along the aforementioned Right-of-Way, along a line radial to the last mentioned circular curve, run North 61 degrees, 57 minutes, 58 seconds West, a distance of 20.0 feet to a point, said point being on the arc of a circular curve concave to the Southeast;

Thence run along the arc of the last mentioned curve concave to the Southeast, having for its elements a central angle of 17 degrees, 21 minutes, 16 seconds, a radius of 934.51 feet (bearing of Chord being South 19 degrees, 21 minutes, 24 seconds West, Chord distance being 281.98 feet), a distance of 283.06 feet to a point;

Thence deflecting to the right run North 60 degrees, 04 minutes, 14 seconds West, along the aforementioned Right-of-Way line, a distance of 21.12 feet to a point;

Thence run North 56 degrees, 37 minutes, 29 seconds West, a distance of 2.20 feet to a point on the arc of a circular curve concave to the Southeast;

Thence continue along aforementioned Right-of-Way line, run along the arc of the last mentioned circular curve, having for its elements a central angle of 08 degrees, 40 minutes, 07 seconds, a radius of 956.51 feet (bearing of Chord being South 06 degrees, 48 minutes, 47 seconds West, Chord distance being 144.57 feet), a distance of 144.72 feet to the Point of Tangency (PT) of the last mentioned circular curve;

Thence run South 02 degrees, 28 minutes, 43 seconds West, along the Northwesterly Right-of-Way line of Ramp "D" of State Road 25, along a line tangent to the last mentioned circular curve, a distance of 136.207 feet to a point on a circular curve concave to the Northwest;

Thence continue along the above mentioned Right-of-Way line, along the arc of the last mentioned circular curve, having for its elements a central angle of 49 degrees, 39 minutes, 02 seconds, a radius of 687.34 feet (bearing of Chord being South 27 degrees, 42 minutes, 01 seconds West, Chord distance being 577.16 feet), a distance of 595.624 feet to a point;

Thence run South 66 degrees, 27 minutes, 37 seconds West along the said Northwesterly Right-of-Way line of Ramp "D" of State Road 25 and thence along the Northerly Limited Access Line of State Road 25 (Julia Tuttle Causeway), a distance of 259.38 feet to a point on the arc of a circular curve concave to the Northwest;

Thence run along the said Northerly Limited Access Line of State Road 25, along the arc of the last mentioned circular curve, having for its elements a central angle of 22 degrees, 28 minutes, 01.51 seconds, a radius of 3703.72 feet, (bearing of Chord being South 79 degrees, 48 minutes,

50.24 seconds West, Chord distance being 1443.03 feet), a distance of 1452.32 feet to a point, said point being the Point of Tangency (PT) of a circular curve concave to the Northwest;

Thence run North 88 degrees, 57 minutes, 09 seconds West, along the said Northerly Limited Access Line of State Road 25, tangent to the last mentioned circular curve, a distance of 573.19 feet to the Point of Beginning of the tract of land herein described.

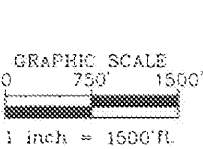
LESS AND EXCEPTING THEREFROM, the land as conveyed to Mount Sinai Medical Office Building, II, Inc., in that Special Warranty Deed recorded in Official Records Book 24351, Page 386, of the Public Records of Miami-Dade County, being more particularly described as follows:

Commence at the Southeasterly corner of Lot 40, Block 1, "Nautilus Subdivision" as recorded in Plat Book 8 at Page 95 of the public records of Miami-Dade County, Florida. Thence along the Southerly line of Lot 40 N86°11'38"W 229.31', thence along the Northerly face of the existing concrete bulkhead S77°57'59"W 144.75', thence along the Northerly face of the existing concrete bulkhead S51°41'56"W 92.03', thence along the Northerly face of the existing concrete bulkhead S52°47'05"W 302.87' to the Point of Beginning (P.O.B.) Thence along the Northerly face of existing concrete bulkhead S48°51'00"W 178.67', thence continue S48°51'00"W 240.37', thence S46°46'07"E 32.02', thence along a curve concave to the Southeast having a radius of 62.92', central angle of 04°56'26", with a curve length of 5.43', thence N84°55'21"E 166.01', thence continue N84°55'21"E 215.84', thence N77°05'06"E 31.38', thence N05°46'34"W 326.92' to the Northerly face of the existing concrete bulkhead, thence along the Northerly face of the existing concrete bulkhead S52°47'05"W 114.51' to the Point of Beginning (P.O.B.).

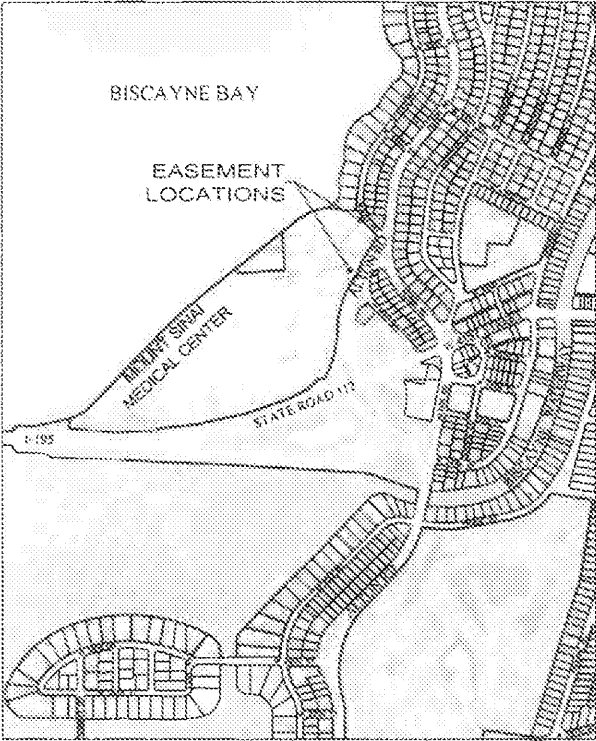
Exhibit "B"  
Easement Area

**EXHIBIT "B"**  
**SKETCH TO ACCOMPANY**  
**LEGAL DESCRIPTION**  
**MOUNT SINAI MEDICAL CENTER**  
**EASEMENT**

4300 ALTON ROAD, MIAMI BEACH, FLORIDA, 33140  
 PUBLIC WORKS DEPARTMENT PERMIT # RWP0419-4332  
 SECTION 22, TOWNSHIP 53 SOUTH, RANGE 42 EAST



LOCATION SKETCH



NOTES:

1. This is not a Boundary Survey (no points were found or set).
2. Legal description limits determined by client based on Point of Service Plans prepared by Kimley Horn (Sheet C7.09, Project No.: 144544001).
3. Bearings shown hereon are based on the Westerly Right of Way line of Alton Road at North Bay Road, referenced from the Florida Department of Transportation RIGHT OF WAY CONTROL SURVEY (State Road No. 907/Alton Road, Section 87037-001, Miami-Dade County, FL, prepared by Biscayne Engineering, completed on June 16th, 2020), having a bearing of North 29°06'37" East.
4. Legal description limits lie within Folio: 02-3222-011-0360.
5. Easements and/or restrictions of record were not considered and are not shown hereon. Ownership subject to an opinion of title.
6. The minimum vertical clearance of this easement is 25 feet (as determined by the client).
7. The easement limits described hereon form a closed geometric figure.
8. This Sketch to Accompany Legal Description is valid only when all three (3) sheets are combined, forming the complete document.

SURVEYOR'S CERTIFICATE:

I hereby certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mappers as referenced in Rule 5J-17 Florida Administrative Code pursuant to Section 472-027 Florida Statutes.

Certified to: City of Miami Beach

Biscayne Engineering Company, Inc.  
 529 West Flagler Street, Miami, FL 33130  
 (305)-324-7671  
 State of Florida Department of Agriculture  
 LB-0060129  
 Date: 10-30-2020

Digitally signed  
 by Alberto J  
 Rabionet  
 Date: 2020.11.24  
 14:39:57 -05'00'

*Alberto J. Rabionet*



Alberto J. Rabionet, PSM, For The Firm  
 Professional Surveyor and Mapper No. 7218  
 State of Florida

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17-062, F.A.C. THIS ITEM HAS BEEN DIGITALLY SIGNED. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LEGEND & ABBREVIATIONS:

- C = CENTER LINE
- LB = LICENSED BUSINESS
- L = ARC LENGTH
- PUB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- R = RADIUS
- S.F. = SQUARE FEET
- (R) = PER RECORD
- Δ = CENTRAL ANGLE
- ± = MORE OR LESS

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

PROJECT: MOUNT SINAI MEDICAL CENTER EASEMENT THIS IS NOT A SURVEY

DRAWING No. 2321-SS-07

DATE: 10/30/2020	REV DATE:	BEC ORDER # 03-86960	SHEET 1 OF 3	DRAWN BY AJR	CLIENT MOUNT SINAI MEDICAL CENTER
		SURVEYORS ENGINEERS PLANNERS SINCE 1955	529 W. FLAGLER ST., MIAMI, FL 33130 TEL. (305) 324-7671	449 NW 35TH ST., BOCA RATON, FL 33431 TEL. (561) 609-2329	E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM

**EXHIBIT "B"**  
**SKETCH TO ACCOMPANY**  
**LEGAL DESCRIPTION**  
**MOUNT SINAI MEDICAL CENTER**  
**EASEMENT**

4300 ALTON ROAD, MIAMI BEACH, FLORIDA, 33140  
 PUBLIC WORKS DEPARTMENT PERMIT # RWP0419-4332  
 SECTION 22, TOWNSHIP 53 SOUTH, RANGE 42 EAST

LEGAL DESCRIPTION:

A portion of Lot 41, Block 1, Nautilus Subdivision, as recorded in Plat Book 8, Page 95, of the Public Records of Miami-Dade County, Florida, lying in Section 22, Township 53 South, Range 42 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Westerly Right of Way of Alton Road and the Southerly Right of Way of North Bay Road, as shown on the Florida Department of Transportation RIGHT OF WAY CONTROL SURVEY (State Road No. 907/Alton Road, Section 87037-001, Miami-Dade County, FL, prepared by Biscayne Engineering, completed on June 16th, 2020), being a point on the arc of a circular curve, concave to the Northeast, and with said point of Non-Tangent intersection bearing South 40°41'56" West from the center of said curve; thence Northwesterly along the arc of said curve, having a radius of 660.00 feet and a central angle of 13°44'45", also being said Southerly Right of Way of North Bay Road, a distance of 158.34 feet to the POINT OF BEGINNING of EASEMENT "A"; thence continue Northwesterly along the arc of said curve, having a central angle of 01°33'40", a distance of 17.98 feet to a point of Non-Tangency; thence South 55°03'52" West, a distance of 6.64 feet; thence South 29°08'31" West, a distance of 10.49 feet; thence South 60°51'29" East, a distance of 16.28 feet; thence North 40°31'09" East, a distance of 4.97 feet; thence North 55°05'58" East, a distance of 4.10 feet to the POINT OF BEGINNING of EASEMENT "A";

Containing 226 square feet (0.005 Acres) more or less;

TOGETHER WITH:

A portion of Lot 41, Block 1, Nautilus Subdivision, as recorded in Plat Book 8, Page 95, of the Public Records of Miami-Dade County, Florida, lying in Section 22, Township 53 South, Range 42 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at said intersection of the Westerly Right of Way of Alton Road and the Southerly Right of Way of North Bay Road, as shown on said Florida Department of Transportation RIGHT OF WAY CONTROL SURVEY, being a point on the arc of a circular curve, concave to the Northwest, and with said point of Non-Tangent intersection bearing South 63°09'21" East from the center of said curve; thence Southwesterly along the arc of said curve, having a radius of 571.58 feet and a central angle of 02°15'58", also being said Westerly Right of Way of Alton Road, a distance of 26.56 feet to a point of Tangency; thence South 29°06'37" West, along said Westerly Right of Way of Alton Road, a distance of 282.75 feet to the POINT OF BEGINNING of EASEMENT "B"; thence North 60°53'23" West, a distance of 8.38 feet; thence South 89°49'02" West, a distance of 75.93 feet; thence South 00°10'58" East, a distance of 24.14 feet; thence North 89°49'02" East, a distance of 14.93 feet; thence North 00°10'58" West, a distance of 10.06 feet; thence North 89°49'02" East, a distance of 55.45 feet; thence South 60°53'23" East, a distance of 6.33 feet; thence North 29°06'37" East, along said Westerly Right of Way of Alton Road, a distance of 15.00 feet to the POINT OF BEGINNING of EASEMENT "B";

Containing 1,291 square feet (0.030 Acres) more or less.


Lying and being in the City of Miami Beach, Florida.

THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

PROJECT: MOUNT SINAI MEDICAL CENTER EASEMENT THIS IS NOT A SURVEY

DRAWING No. 2321-SS-07

DATE: 10/30/2020	REV DATE:	BEC ORDER # 03-86960	SHEET 2 OF 3	DRAWN BY/CLIENT AJR MOUNT SINAI MEDICAL CENTER
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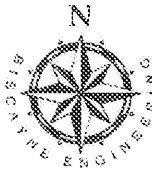
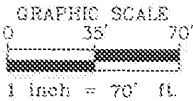
	SURVEYORS ENGINEERS PLANNERS • SINCE 1888 •	529 W. FLAGLER ST, MIAMI, FL 33130 TEL (305) 324-7671	449 NW 35TH ST, BOCA RATON, FL 33431 TEL. (561) 609-2329
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E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM

**EXHIBIT "B"**  
**SKETCH TO ACCOMPANY**  
**LEGAL DESCRIPTION**  
**MOUNT SINAI MEDICAL CENTER**  
**EASEMENT**

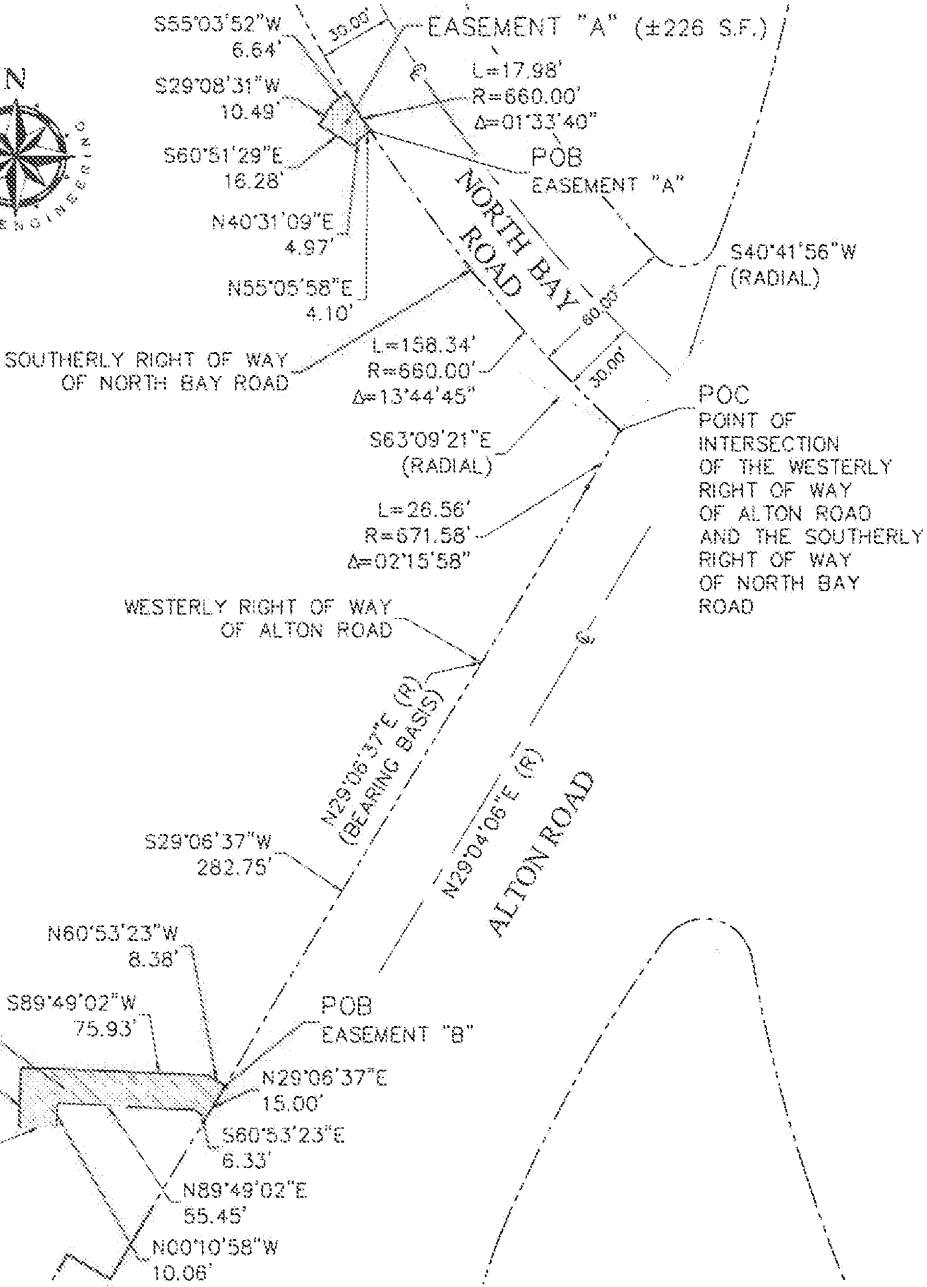
4300 ALTON ROAD, MIAMI BEACH, FLORIDA 33140  
 PUBLIC WORKS DEPARTMENT PERMIT # RWP0419-4332  
 SECTION 22, TOWNSHIP 53 SOUTH, RANGE 42 EAST

**SKETCH OF LEGAL DESCRIPTION**



LOT 41  
 BLOCK 1  
 NAUTILUS SUBDIVISION  
 (PLAT BOOK 8, PAGE 96)

MOUNT SINAI  
 MEDICAL CENTER



THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

PROJECT: MOUNT SINAI MEDICAL CENTER EASEMENT THIS IS NOT A SURVEY

DRAWING No. 2321-SS-07

DATE: 10/30/2020	REV DATE:	BEC ORDER # 03-88960	SHEET 3 OF 3	DRAWN BY AJR	CLIENT MOUNT SINAI MEDICAL CENTER
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	SURVEYORS ENGINEERS PLANNERS SINCE 1898	529 W. FLAGLER ST, MIAMI, FL 33130 TEL. (305) 324-7871	449 NW 35TH ST, BOCA RATON, FL 33431 TEL. (561) 609-2329
	E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM		

## RESOLUTION NO. 2020-31518

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, IN THE FORM ATTACHED TO THIS RESOLUTION, A UTILITY EASEMENT AGREEMENT WITH MOUNT SINAI MEDICAL CENTER OF FLORIDA, INC; SAID AGREEMENT GRANTING THE CITY THE FOLLOWING TWO (2) PERPETUAL, NON-EXCLUSIVE UTILITY EASEMENTS, TO INSTALL, OPERATE, MAINTAIN, REPAIR, REPLACE AND UPGRADE THE FOLLOWING UTILITY INFRASTRUCTURE ON PROPERTY LOCATED AT 4300 ALTON ROAD: EASEMENT "A", HAVING APPROXIMATELY 226 SQUARE FEET, SHALL CONTAIN ONE (1) -12 INCH FIRE SERVICE LINE, ONE (1) - 8 INCH DOMESTIC SERVICE LINE, ONE (1) 6 INCH DOMESTIC METER; AND EASEMENT "B", HAVING APPROXIMATELY 1,291 SQUARE FEET, SHALL CONTAIN ONE (1) -12 INCH FIRE SERVICE LINE, ONE (1) - 8 INCH DOMESTIC SERVICE LINE, ONE (1) - 4 INCH IRRIGATION/COOLING TOWER SERVICE LINE, ONE (1) - 6 INCH DOMESTIC METER, AND ONE (1) - 4 INCH IRRIGATION/COOLING TOWER METER, BOTH EASEMENTS LYING ON A PORTION OF LOT 41, BLOCK 1, NAUTILUS SUBDIVISION, AS RECORDED IN PLAT BOOK 8, PAGE 95, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN CONNECTION WITH THE MOUNT SINAI MEDICAL CENTER'S NEW BED TOWER, SURGERY, ED AND RENOVATIONS PROJECT.

WHEREAS, Mount Sinai Medical Center of Florida Inc. ("Mount Sinai"), property owner of the property located at 4300 Alton Road ("Property"), is seeking to obtain approval of two utility easements for the City of Miami Beach, branching from North Bay Road and Alton Road in order to provide access to the City maintained water infrastructure; and

WHEREAS, this water infrastructure serves the campus' domestic water lines, fire lines, and cooling tower line; and

WHEREAS, this effort commenced with the construction of a new 12 inch diameter fire line and 8 inch diameter domestic service line loop on the campus to increase service capacity as well as upgrade the backflow preventers; and

WHEREAS, Mount Sinai has agreed to grant the City two utility easements, lying on a portion of Lot 41, Block 1, Nautilus Subdivision, as recorded in Plat Book 8, Page 95, of the Public Records of Miami-Dade County, Florida, in order to install, operate, maintain, repair, replace and upgrade the following utility infrastructure: Easement "A", having approximately 226 square feet, shall contain one (1) -12 inch fire service line, one (1) - 8 inch domestic service line, one (1) 6 inch domestic meter; and Easement "B", having approximately 1,291 square feet, shall contain one (1) -12 inch fire service line, one (1) - 8 inch domestic service line, one (1) - 4 inch irrigation/cooling tower service line, one (1) - 6 inch domestic meter, and one (1) - 4 inch irrigation/cooling tower meter; and

WHEREAS, since the City is required to maintain the water infrastructure from the water main to the water meters, and including the water meters located on the Mount Sinai Property,



the Administration recommends the execution of the Utility Easement Agreement, incorporated herein by reference and attached as Exhibit "1" hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Clerk hereby approve and authorize the Mayor and City Clerk to execute, in the form attached to this Resolution, a Utility Easement Agreement with Mount Sinai Medical Center of Florida, Inc.; said Agreement granting the City the following two (2) perpetual, non-exclusive utility easements, to install, operate, maintain, repair, replace and upgrade the following utility infrastructure on property located at 4300 Alton Road: Easement "A", having approximately 226 square feet, shall contain one (1) -12 inch fire service line, one (1) - 8 inch domestic service line, one (1) 6 inch domestic meter; and Easement "B", having approximately 1,291 square feet, shall contain one (1) -12 inch fire service line, one (1) - 8 inch domestic service line, one (1) - 4 inch irrigation/cooling tower service line, one (1) - 6 inch domestic meter, and one (1) - 4 inch irrigation/cooling tower meter, both easements lying on a portion of Lot 41, Block 1, Nautilus Subdivision, as recorded in Plat Book 8, Page 95, of the Public Records of Miami-Dade County, Florida, in connection with the Mount Sinai Medical Center's new Bed Tower, Surgery, ED and Renovations Project.

PASSED and ADOPTED this 9 day of December, 2020.

Dan Gelber, Mayor

ATTEST:

12/10/2020  
Rafael E. Granado, City Clerk



APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

City Attorney

11/30/2020  
Date