

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE, IN THE FORM ATTACHED TO THIS RESOLUTION AS EXHIBIT A, THE SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL (BOT FILE NO. 130037916), FOR A FOUR (4) SLIP DOCKING FACILITY AT THE NORTH SHORE POLICE SUBSTATION, LOCATED AT 6860 INDIAN CREEK DRIVE, BY AND BETWEEN THE CITY (LESSEE) AND THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA (LESSOR); SAID LEASE RENEWAL HAVING A TERM OF FIVE (5) YEARS, COMMENCING RETROACTIVELY ON MAY 17, 2017 AND ENDING ON MAY 17, 2022.

WHEREAS, on July 10, 2002, the City, as Lessee, executed a Sovereignty Submerged Lands Lease (BOT No. 130037916) (the "Lease") with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, as Lessor, as recorded in Official Records Book 21098, at Pages 2876 through 2885, of the Public Records of Miami-Dade County, Florida, for a parcel of submerged sovereignty land, located at 6860 Indian Creek Drive (the "Leased Premises"), adjacent to an upland police station; and

WHEREAS, the Lease was for a term of five (5) years, which commenced retroactively on May 17, 2002 and ended on May 16, 2007, with future renewal(s) of said Lease, if any, being at the sole option of Lessor; and

WHEREAS, the Lease authorizes the City to operate an existing four (4) slip docking facility to be used for mooring of municipal City-owned vessels by the Police Department, Fire Department and Marine Patrol; and

WHEREAS, on April 22, 2008, the City and Lessor executed a renewal the Lease, as modified, to reflect a reduction in the leased premises from 17,120 square feet to 10,515, for a term of five (5) years, retroactively commencing on May 17, 2007 and ending on May 17, 2012, with future renewal(s) of said Lease, if any, being at the sole option of Lessor; and

WHEREAS, on December 3, 2012, the City and Lessor executed a renewal of the Lease, for a term of five (5) years, retroactively commencing on May 17, 2012 and ending on May 17, 2017, with future renewal(s) of said Lease, if any, being at the sole option of Lessor; and

WHEREAS, except for a \$648.00 processing fee due at the time of the renewal, there is no annual rent due for the use of the Leased Premises; and

WHEREAS, the Administration recommends the renewal of the Lease for a term of five (5) years, commencing retroactively on May 17, 2017 and ending on May 17, 2022, with future renewal(s) of said Lease, if any, being at the sole option of Lessor.

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 to execute, in the form attached to this Resolution as Exhibit A, the Sovereignty Submerged Lands Fee Waived Lease Renewal (BOT File No. 130037916), for a four (4) slip docking facility at the North Shore Police Substation, located at 6860 Indian Creek Drive, by and between the City (Lessee) and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (Lessor); said Lease renewal having a term of five (5) years, commencing retroactively on May 17, 2017 and ending on May 17, 2022.

PASSED and ADOPTED this ____ day of _____ 2017.

ATTEST:

RAFAEL E. GRANADO, CITY CLERK

PHILIP LEVINE, MAYOR

T:\AGENDA\2017\9 - September\TCED\Submerged Land Lease\Submerged Land Lease Renewal RESO (08-04-17).docx

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Rafael Granado 9/5/17
City Attorney GNT Date

This Instrument Prepared By:
Karen Lee Reecy
Action No. 34648
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS FEE WAIVED LEASE RENEWAL

BOT FILE NO. 130037916

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to City of Miami Beach, Florida, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section 11,
Township 53 South, Range 42 East, in Indian Creek,
Miami-Dade County, Florida, containing 10,515 square feet,
more or less, as is more particularly described and shown
on Attachment A, dated January 24, 2008.

TO HAVE THE USE OF the hereinabove described premises from May 17, 2017, the effective date of this lease renewal, through May 17, 2022, the expiration date of this lease renewal. The terms and conditions on and for which this lease is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate an existing 4-slip docking facility to be used exclusively for mooring of police and municipal city owned vessels in conjunction with an upland police station, without fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 25, as shown and conditioned in Attachment A. All of the foregoing subject to the remaining conditions of this lease.

[02/29]



2. **AGREEMENT TO EXTENT OF USE:** This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease. If at any time during the lease term this lease no longer satisfies the requirements of subparagraph 18-21.011(1)(b)7., Florida Administrative Code, for a fee waived lease, the Lessee shall be required to pay an annual lease fee in accordance with Rule 18-21.011, Florida Administrative Code, and if applicable, remove any structures which may no longer qualify for authorization under this lease.

3. **SUBMITTING ANNUAL CERTIFIED FINANCIAL RECORDS:** Within 30 days after each anniversary of the effective date of this lease, the Lessee shall submit annual certified financial records of income and expenses to the State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, 3900 Commonwealth Blvd, MS 130, Tallahassee, FL 32399. "Income" is defined in subsection 18-21.003(31), Florida Administrative Code. The submitted financial records shall be certified by a certified public accountant.

4. **EXAMINATION OF LESSEE'S RECORDS:** The Lessor is hereby specifically authorized and empowered to examine, for the term of this lease including any renewals, plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

5. **MAINTENANCE OF LESSEE'S RECORDS:** The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the term of this lease and any renewals plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

6. **PROPERTY RIGHTS:** The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

7. **INTEREST IN RIPARIAN UPLAND PROPERTY:** During the term of this lease, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

8. ASSIGNMENT OF LEASE: This lease shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

9. LIABILITY/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature at its expense. Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims.

10. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

City of Miami Beach, Florida
Attn: Mark Milisits, Asset Manager
1700 Convention Center Drive
Miami Beach, Florida 33139

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

11. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease.

12. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

13. MAINTENANCE OF FACILITY/RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. No dock or pier shall be constructed in any manner that would cause harm to wildlife. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

14. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease or upon lands adjacent to and used as an adjunct of the leased area.

15. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

16. PERMISSION GRANTED: Upon expiration or cancellation of this lease all permission granted hereunder shall cease and terminate.

17. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

18. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 10 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

19. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 18 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

20. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease agreement and shall be grounds for immediate termination of this lease agreement at the option of the Lessor.

21. AMENDMENTS/MODIFICATIONS: This lease is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the facility.

22. ADVERTISEMENT/SIGNS NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

23. USACE AUTHORIZATION: Prior to commencement of construction and/or activities authorized herein, the Lessee shall obtain the U.S. Army Corps of Engineers (USACE) permit if it is required by the USACE. Any modifications to the construction and/or activities authorized herein that may be required by the USACE shall require consideration by and the prior written approval of the Lessor prior to the commencement of construction and/or any activities on sovereign, submerged lands.

24. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

25. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

26. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

Original Signature

(SEAL)

Print/Type Name of Witness

BY: _____

Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

Original Signature

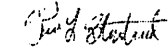
Print/Type Name of Witness

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:



7/25/2017

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No. _____

WITNESSES:

City of Miami Beach, Florida

(SEAL)

Original Signature

BY: _____

Original Signature of Executing Authority

Typed/Printed Name of Witness

Jimmy L. Morales

Typed/Printed Name of Executing Authority

Original Signature

City Manager

Title of Executing Authority

Typed/Printed Name of Witness

"LESSEE"

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Jimmy L. Morales as City Manager, for and on behalf of City of Miami Beach, Florida. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

Signature of Notary Public

Notary Public, State of _____

Commission/Serial No. _____

Printed, Typed or Stamped Name

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Raul Quintana

City Attorney

9-5-17

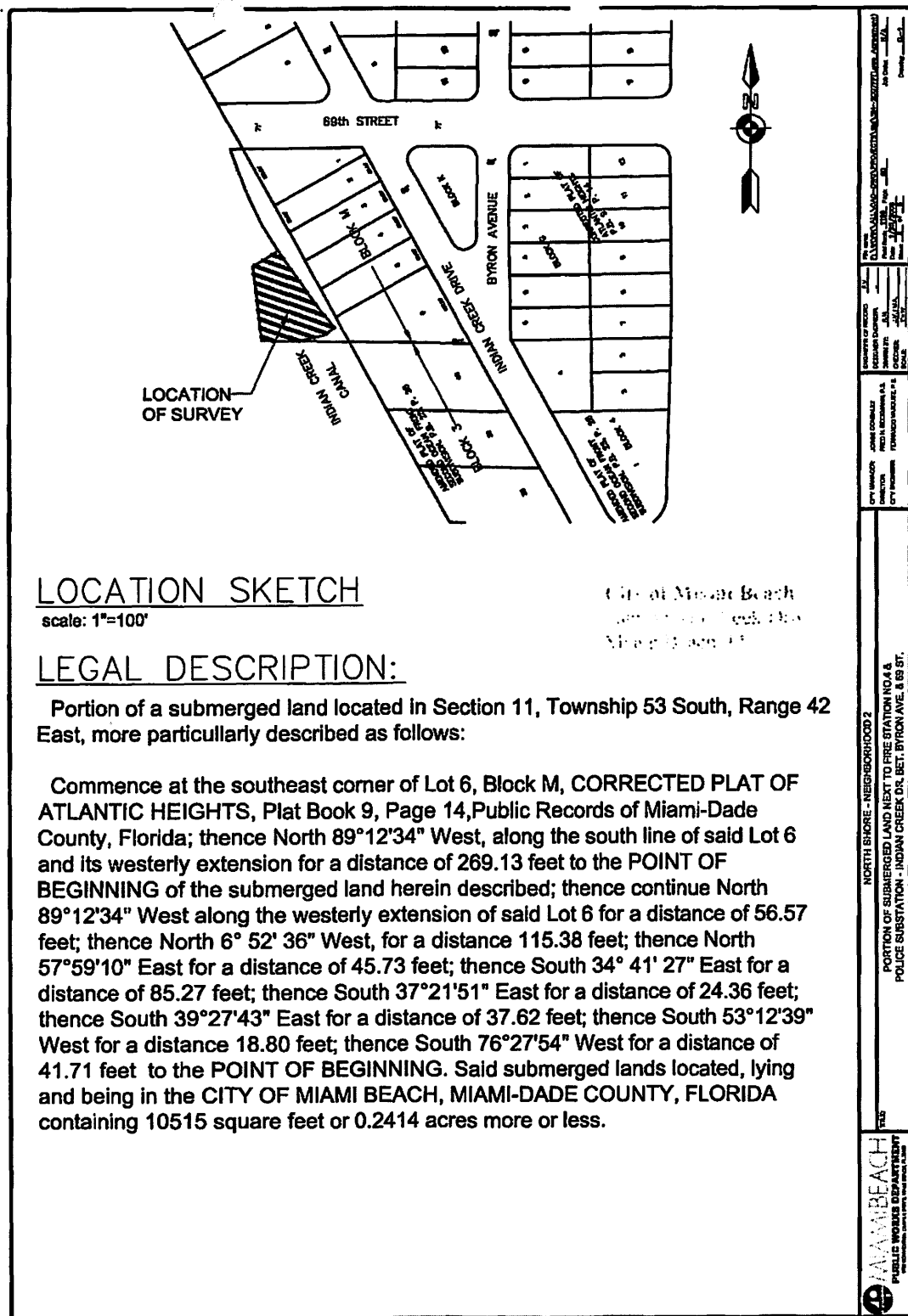
Date

BOT 130037916 Action 34648

City of Miami Beach, Florida



6860 Indian Creek Dr



LEGEND

C.B. CATCH BASIN
 C.B.S. CONCRETE BLOCK STRUCTURE
 C.&G. CURB AND GUTTER
 CL. CENTER LINE
 CL. CLEAR
 C.L.F. CHAIN LINK FENCE
 C.M. CONCRETE MONUMENT
 CAL. CALCULATED
 CONC. CONCRETE
 D.H. DRILL HOLE
 ENC. ENCROACHMENT
 F.F. FINISH FLOOR ELEVATION
 I.P. IRON PIPE
 M.H. MANHOLE
 PL. PROPERTY LINE
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCE
 P.P. POWER POLE
 R/W RIGHT-OF-WAY
 SWK. SIDEWALK
 WM. WATER METER
 W.V. WATER VALVE
 Δ CENTRAL ANGLE
 SUL SAFE UPLAND LINE

L. ARC LENGTH
 E.B. ELECTRIC BOX
 MW. MONITORING WELL
 STREET LIGHT
 TRAFFIC LT. POLE
 WOOD FENCE
 CAL. CALCULATED
 F.F. FINISH FLOOR ELEVATION
 M.D.C.R. MIAMI-DADE COUNTY RECORDS
 GRASS AREA
 DENOTES EXISTING ELEVATION
 REC. RECORD DISTANCE OR ANGLE
 MEAS. MEASURED DISTANCE OR ANGLE
 TRAFFIC LIGHT PULL BOX
 TELEPHONE PULL BOX
 ELECTRIC MANHOLE
 CATCH BASIN TYPE F
 STORM MANHOLE

SURVEYOR NOTES:

THE SPECIFIC PURPOSE OF THIS SURVEY IS TO SHOW THE BOUNDARIES OF THE SUBMERGED LAND LEASE DESCRIPTION FOR THE MIAMI BEACH POLICE STATION DOCK.

THIS IS A FIELD SURVEY.

COORDINATES SHOWN REFER TO NAD 1983 FROM MIAMI BEACH GIS MAP

BEARINGS REFER TO THE ORIGINAL WEST RIGHT-OF-WAY OF

INDIAN CREEK DRIVE (S29°06'00"E) AS SHOWN IN P.B. 28, P. 28, M.D.C.R.

ELEVATIONS SHOWN REFER TO N.G.V.D., 1929.

BENCH MARK G-313

ELEVATION 8.24

LOCATION: U.S. COAST GUARD AND GEODETIC BRASS DISC, SET IN N.E. CORNER OF SEWER PUMP STATION, CENTER OF PARKING LOT AT 72 ST & HARDING AVE. 100% SEAWALL.

JAN 30 2008

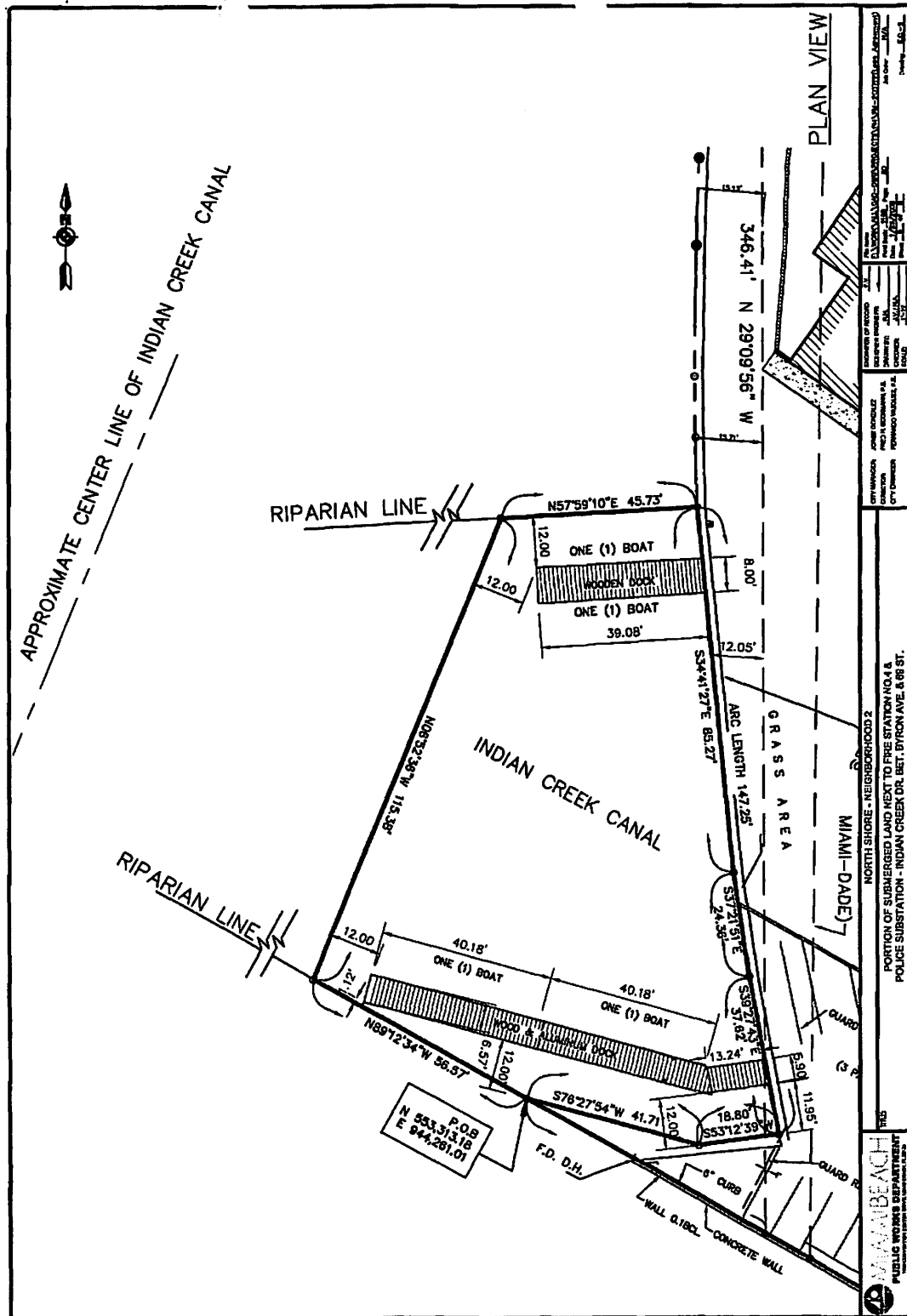
I HEREBY CERTIFY: That this "SPECIFIC PURPOSE SURVEY" is correct and meets the Minimum Technical Standards for Land Surveying in the State Florida as set forth in Chapter 472.027 (F.S.) and Chapter 61G17-6 of the Florida Administrative Code. Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.

CERTIFIED TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA

1/24/08
 DATE

P.S.M. No. 2916, STATE OF FLORIDA

DEPT. OF ENV. PROTECTION
 WEST PALM BEACH
 NORTH SHORE - NEIGHBORHOOD 2
 PORTION OF SUBMERGED LAND NEXT TO FIRE STATION NO. 4 &
 POLICE SUBSTATION - INDIAN CREEK DR. SET. BYRON AVE. & 66 ST.
 MIAMI BEACH
 PUBLIC WORKS DEPARTMENT
 1/24/08



WARRANTY DEED
(FROM CORPORATION TO CORPORATION)

PAPCO'S FORM R. E. 3536

PAPCO PUBLISHING CORPORATION
MIAMI 22, FLORIDA

This Indenture, Made this 3rd day of May, A. D. 1951

BETWEEN BLUE OCEAN VILLAS INC., a Florida corporation

_____ a corporation
existing under the laws of the State of Florida, having its principal place of
business in the County of Dade and State of Florida

and lawfully authorized to transact business in the State of Florida, party of the first part, and
CITY OF MIAMI BEACH

a corporation existing under the laws of the State of Florida, having its
principal place of business in the County of Dade and State of Florida
and lawfully authorized to transact business in the State of Florida, party of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of
Ten Dollars and other good and valuable consideration

to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged,
has granted, bargained and sold to the said party of the second part, its successors and assigns forever,
the following described land situate, lying and being in the County of Dade

and State of Florida, to-wit:

That portion of Lot One (1) through Lot Six (6) in Block "N" of
ATLANTIC HEIGHTS as shown on the corrected Plat thereof, recorded in
Plat Book 9, Page 14, of the public records of Dade County, Florida,
said portion being more fully described as follows:

Begin at the northeasterly corner of Lot One (1) in Block "N" of
ATLANTIC HEIGHTS; thence run southeasterly along the northeasterly
line of said Block "N" a distance of Three Hundred Eleven and Fifty-
nine one-hundredths (311.59) feet to the point of curvature of a
curve having a radius of Twenty (20) feet, said curve being at the
southeasterly corner of Lot Six (6) in said Block "N"; thence run
along said curve deflecting to the right to a point, said point being
Nine (9) feet southwesterly of the northeasterly line of said Block
"N" produced southeasterly, said Nine (9) feet being measured at right
angles to the northeasterly line of said Block "N", produced south-
easterly; thence run northwesterly along a straight line parallel to
and Nine (9) feet southwesterly of the northeasterly line of said
Block "N" to a point on the northwesterly line of said Lot Six (6),
said Nine (9) feet being measured at right angles to the northeasterly
line of said Block "N"; thence run northwesterly along a straight
line to a point on the southeasterly line of Lot Two (2) of said
Block "N", said point being Ten (10) feet southwesterly of the north-
easterly line of said Block "N" and measured at right angles to the
northeasterly line of said Block "N"; thence run northwesterly along
a line parallel to and ten (10) feet southwesterly of the northeasterly
line of said Block "N" to a point on the northerly line of Lot One
(1) of said Block "N"; thence run easterly along the northerly line of
said Lot One (1) to the northeasterly line of said Block "N".

And the said party of the first part does hereby fully warrant the title to said land, and will defend
the same against the lawful claims of all persons whomsoever.

RECEIVED

OCT 25 2007

DEPT of ENVIRONMENTAL PROTECTION
WEST PALM BEACH

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

Attest: [Signature] Secretary. By [Signature] President.

Signed, sealed and delivered in the presence of us:

[Signature]
STATE OF FLORIDA, UNITED STATES EMBASSY
CITY AND PROVINCE OF HABANA
REPUBLIC OF CUBA

SS:



I HEREBY CERTIFY, that on this 3rd day of July, A.D. 1946

before me personally appeared

J. P. BENITO President and Secretary respectively of
BLUE OCEAN VILLAS INC., a corporation under the laws of

the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Havana, Cuba
in the County of Republic of Cuba and State of
the day and year last aforesaid

[Signature]
VICE CONSUL OF THE UNITED STATES
OF AMERICA

STATE OF FLORIDA
COUNTY OF DADE
On this 23 day of July
A.D. 1946, o'clock m., this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages 418 of Book
3481 in the public records of said County.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court of the 11th Judicial Circuit of said State in and for said County. RECORD VERIFIED
E. B. LEATHERMAN Clerk.

ABSTRACT OF DESCRIPTION

Dated 19
TO mB
Blue
FROM CORPORATION TO CORPORATION
Parcels Form R. E. 325
23-75



FILED FOR RECORD
1301 AUG 23 AM 10:29
E. B. LEATHERMAN
CLERK, DADE CO. FLA.