

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, FOLLOWING A DULY NOTICED PUBLIC HEARING, AS REQUIRED PURSUANT TO SECTION 82-37(a)(2) OF THE CITY CODE, APPROVING THE VACATION OF 25 FEET OF A 50 FOOT RIGHT-OF-WAY (CITY'S ROW), LOCATED AT THE WESTERLY END OF WEST 59TH STREET, AS SHOWN ON THE LA GORCE-GOLF SUBDIVISION, DATED APRIL 8, 1925, AT PLAT BOOK 14, PAGE 43, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, CONSISTING OF 5036 SQUARE FEET ("VACATED AREA"), WHICH VACATED AREA IS DELINEATED IN THE ATTACHED COMPOSITE EXHIBIT "A", IN FAVOR OF THE ADJACENT PROPERTY OWNER AMBASSA HOLDINGS, INC., (THE APPLICANT); AND FURTHER CONDITIONING THE VACATION ON: (1) THE GRANT OF A QUIT CLAIM DEED TO THE APPLICANT BY THE CITY FOR THE VACATED AREA, ATTACHED HERETO AS EXHIBIT B; (2) THE GRANT OF A QUIT CLAIM DEED BY THE APPLICANT TO THE CITY FOR THE NORTHERN HALF OF APPLICANT'S UNENCUMBERED PARCEL LOCATED ON LOT 25, BETWEEN THE CITY'S ROW AND BISCAYNE BAY (UNENCUMBERED PARCEL), ATTACHED HERETO AS EXHIBIT C; (3) THE GRANT OF AN EASEMENT FROM APPLICANT TO THE CITY ACROSS THE VACATED AREA FOR PUBLIC PURPOSE USE; AND ALONG THE SOUTHERN PORTION OF THE APPLICANT'S UNENCUMBERED PARCEL TO ALLOW THE CITY TO PROVIDE A PUBLIC UTILITY EASEMENT TO BISCAYNE BAY, ATTACHED HERETO AS EXHIBIT D; AND (4) APPLICANT'S PAYMENT OF A VOLUNTARY MONETARY CONTRIBUTION, IN THE AMOUNT OF \$300,000; WHICH VACATION IS SUPPORTED BY THE ANALYSIS PREPARED PURSUANT TO SECTION 82-38, OF THE CITY CODE, BY THE CITY'S PLANNING DEPARTMENT; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE QUIT CLAIM DEED.

WHEREAS, the Subdivision Plat of La Gorce-Golf Subdivision, dated April 8, 1925, delineates that the City owns a 50 foot right-of-way, that is known as the "West 59th Street end," which is located westerly of North Bay Road and approximately 30 feet east of Biscayne Bay (the City's ROW); and

WHEREAS, the City ROW does not extend to Biscayne Bay and, in fact, the right-of-way ends approximately 30 feet from the waterway (See Composite Exhibit A); and

WHEREAS, south of, adjacent to and abutting the City's ROW, there is a single family home located at 5860 North Bay Road; and

WHEREAS, Ambassa Holdings, Inc. (hereinafter "the Applicant") is the owner of 5860 North Bay Road; and

WHEREAS, the Applicant also owns an approximately 50 foot wide by 30 foot long, unencumbered parcel (hereinafter "Unencumbered Parcel"), known as Lot 25, to the west of the City's ROW, which Unencumbered Parcel is adjacent to Biscayne Bay, to the west, and the City's ROW to the east; and

WHEREAS, the Applicant is requesting that the City vacate the southern half of the City ROW, as identified in Composite Exhibit A, in exchange for the northern half of the Applicant's Unencumbered Parcel, also identified in Composite Exhibit A; and

WHEREAS, the Applicant seeks to have the City vacate half of the City's ROW, in order to allow the Applicant to build a new single family home without intrusion into setbacks; and

WHEREAS, in exchange, by obtaining title to the northern half of the Unencumbered Parcel, the City would have unimpeded access to Biscayne Bay; and

WHEREAS, in addition, the Applicant shall also grant the City an easement throughout the vacated portion of the City's ROW, so that the City may install utilities, including an underground stormwater pump station and lines within the easement area; and

WHEREAS, pursuant to City Code Section 82-37(a)(1), the vacation request was referred by the City Manager to the Finance and Citywide Projects Committee, and was heard on February 17, 2017; and

WHEREAS, the City and the Applicant prepared appraisals relating to the area being vacated and the Applicant's property proposed to be deeded to the City; and

WHEREAS, the City obtained an independent appraisal from Lee H. Waronker, MAI, SRA of the fair market value of the proposed vacated right-of-way, valuing the vacation at \$250,000 (for the southern half of the City's ROW); and

WHEREAS, should the City Commission approve the proposed vacation of half of the City's ROW, and the transfer of ownership to the City of the northern half of the Unencumbered Parcel, the City would be responsible for the seawall associated with the waterfront land;

WHEREAS, as the City desires to create pocket parks and access to Biscayne Bay (and the Blue Ways of Miami Dade County), the City would need to ensure that the old seawall is elevated and rebuilt to the City's standards; and

WHEREAS, as the City had not contemplated responsibility for the seawall, and due to the proposed vacation, the Applicant has agreed to provide the City a voluntary contribution of \$300,000, which would be used by the City for a public purpose, including but not limited to construction of the seawall; and

WHEREAS, the vacation of half of the City's ROW, shall be contingent upon:

- a) the Applicant deeding to the City the northern 25 foot portion of the Unencumbered Parcel to the City via quit claim deed, so that the City has a continuous, 25 foot long easement from the southern end of North Bay Road at the West 59th Street end to Biscayne Bay; and
- b) the Applicant providing an easement across the vacated City ROW, as well as the remaining portion of the Unencumbered Parcel that is not deeded to the City, in order to create a 25 foot long continuous easement the northern portion of North Bay Road at the West 59th Street end to Biscayne Bay; and
- c) the Applicant paying a \$300,000 voluntary contribution to the City to be used for a public purpose; and

WHEREAS, Section 177.085, Florida Statutes provides that, upon the abandonment of a right-of-way, all rights to the former right-of-way revert to the owners of the lots abutting such right-of-way; and

WHEREAS, a City may vacate roads when the vacation is in the public interest, or when the street is no longer required for public use and convenience; and

WHEREAS, as only half of the City's ROW is being proposed for vacation, the only person eligible to title of said vacated City ROW is Applicant; and

WHEREAS, Applicant, as the owner of the adjacent and adjoining Property to the City's ROW, has requested that the City vacate half of the right-of-way, and has submitted its application to the City's Public Works Department; and

WHEREAS, pursuant to the City's existing administrative policies and procedures to consider the vacation of the City streets, alleys, and/or rights of way, which also require compliance with Article II, Sections 82-36 through 82-40 of the City Code (which establish the procedures governing the sale or lease of public property), in addition to the aforesaid application, prior to considering a request for vacation, the following requirements must be satisfied:

- 1) The title of the Resolution approving the proposed vacation shall be heard by the City Commission on two separate meeting dates, with the second reading to be accompanied by a duly noticed public hearing, in order to obtain citizen input into the proposed vacation; and

2) The proposed vacation shall be transmitted to the Finance and Citywide Projects Committee ("Committee") for its review (Note: The Committee reviewed the proposed vacation at its February 17, 2017); and

3) In order for the City Commission and the public to be fully appraised of all conditions relating to the proposed vacation, the City's Planning Department shall prepare a written planning analysis, to be submitted to the City Commission concurrent with its consideration of the proposed vacation; and

4) The City shall obtain an independent appraisal of the fair market value of the property proposed to be vacated, which shall include a definition of the property based on proposed and possible issues including, without limitation, the highest and best use of the property by the Applicant (Note: An appraisal was obtained by the City's Public Works Department and provided to the Finance Committee at its February 17, 2017 meeting); and

WHEREAS, although the City's procedures for the lease or sale of public property also requires an advertised public bidding process, the requirement may be waived by 5/7th vote; in this case, and due to the nature of the law pertaining to the vacation of rights-of-ways, the City Administration recommends that the Mayor and City Commission waive the competitive bidding requirement, finding that the public interest is served by waiving such condition; and

WHEREAS, the Administration, through its Public Works Department, hereby represents that the Applicant has complied with the application requirements and submittals in accordance with the City's Guidelines for Vacation or Abandonment of Streets or Other Rights-of-Way; and

WHEREAS, at its July 26, 2017 meeting, pursuant to City Code Section 82-38, the City Commission approved the Resolution on First Reading, and scheduled a public hearing to consider the request for the proposed vacation; and

WHEREAS, at the July 26, 2017 meeting, the Administration requested and received the authorization from the City Commission to waive the competitive bidding requirements of 82-39(a), be waived, as by operation of law, the adjacent property owners are the owners of a vacated right-of-way; and

WHEREAS, pursuant to City Code Section 82-38, the Planning Department has prepared a report of the six (6) criteria elements for vacating City Property, a copy of which is attached to the Public Works Staff Report; and

WHEREAS, the impact on adjacent properties would be positive, as the access easement along the southern boundary of the proposed vacated City right-of-way would be improved, maintained, and secured by the Applicant; and

WHEREAS, the City has determined that there is public purpose to the right-of-way vacation, as it ensures that the community's needs are met, by providing water front access to the public; and

WHEREAS, the City Administration recommends schedule second reading, public hearing and approving the vacation of the southern half of the City's Parcel under the terms and conditions of this resolution.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission following a duly noticed public hearing, as required pursuant to section 82-37(a)(2), of the City Code, approving the vacation of 25 feet of a 50 foot right-of-way (City's ROW), located at the westerly end of West 59th Street, as shown on the La Gorce-Golf Subdivision, dated April 8, 1925, at Plat Book 14, page 43, of the Public Records Of Miami-Dade County, consisting of 5036 square feet ("Vacated Area"), which Vacated Area is delineated in the attached Composite Exhibit "A", in favor of the adjacent property owner Ambassa Holdings, Inc., (the Applicant); and further conditioning the vacation on: (1) the grant of a quit claim deed to the Applicant by the City for the Vacated Area, attached hereto as Exhibit B; (2) the grant of a quit claim deed by the Applicant to the City for the northern half of Applicant's unencumbered parcel located on Lot 25, between the City's Row and Biscayne Bay (Unencumbered Parcel), attached hereto as Exhibit C; (3) the grant of an easement from Applicant to the City across the Vacated Area for public purpose use; and along the southern portion of the Applicant's Unencumbered Parcel to allow the City to provide a public utility easement to Biscayne Bay, attached hereto as Exhibit D; and (4) Applicant's payment of a voluntary monetary contribution, in the amount of \$300,000; which vacation is supported by the analysis prepared pursuant to Section 82-38, of the City Code, by the City's Planning Department; and authorizing the Mayor and City Clerk to execute the vacation.

PASSED AND ADOPTED this ____ day of September, 2017.

ATTEST:

Philip Levine, Mayor

Rafael Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

[Handwritten Signature]

City Attorney

8/22/17

Composite Exhibit A

1

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
Ambassa Holdings Inc.
prepared by:



HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

LEGAL DESCRIPTION:

A portion of land lying and being in Parcel "B" as per Quit-Claim Deed as recorded in Official Records Book 28992 at Page 1851, in the Public Records of Miami-Dade County, Florida; lying Westerly of West 59th Street of "LAGORCE-GOLF SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 14, at Page 43, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Tract "A" of "SUBDIVISION OF LOT 24, BLOCK 1 LA GORCE GOLF SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 38, at Page 67, of the Public Records of Miami-Dade County, Florida; thence S 70°12'34" E for 30.20 feet along the southwesterly line of said Tract "A" to the beginning of a non-tangent curve concave Westerly and having a radius 940.00 feet, to which beginning of curve a radial bears N 85°43'12" E; thence Southerly along said curve through a central angle of 01°39'35" an arc distance of 27.21 feet; thence N 70°12'34" W for 31.69 feet, more or less to the mean high water line of Biscayne Bay; thence Northerly meandering along the mean high water line of Biscayne Bay for 26.65 feet more or less to the Point of Beginning.

Containing 775 Square feet more or less by calculation.

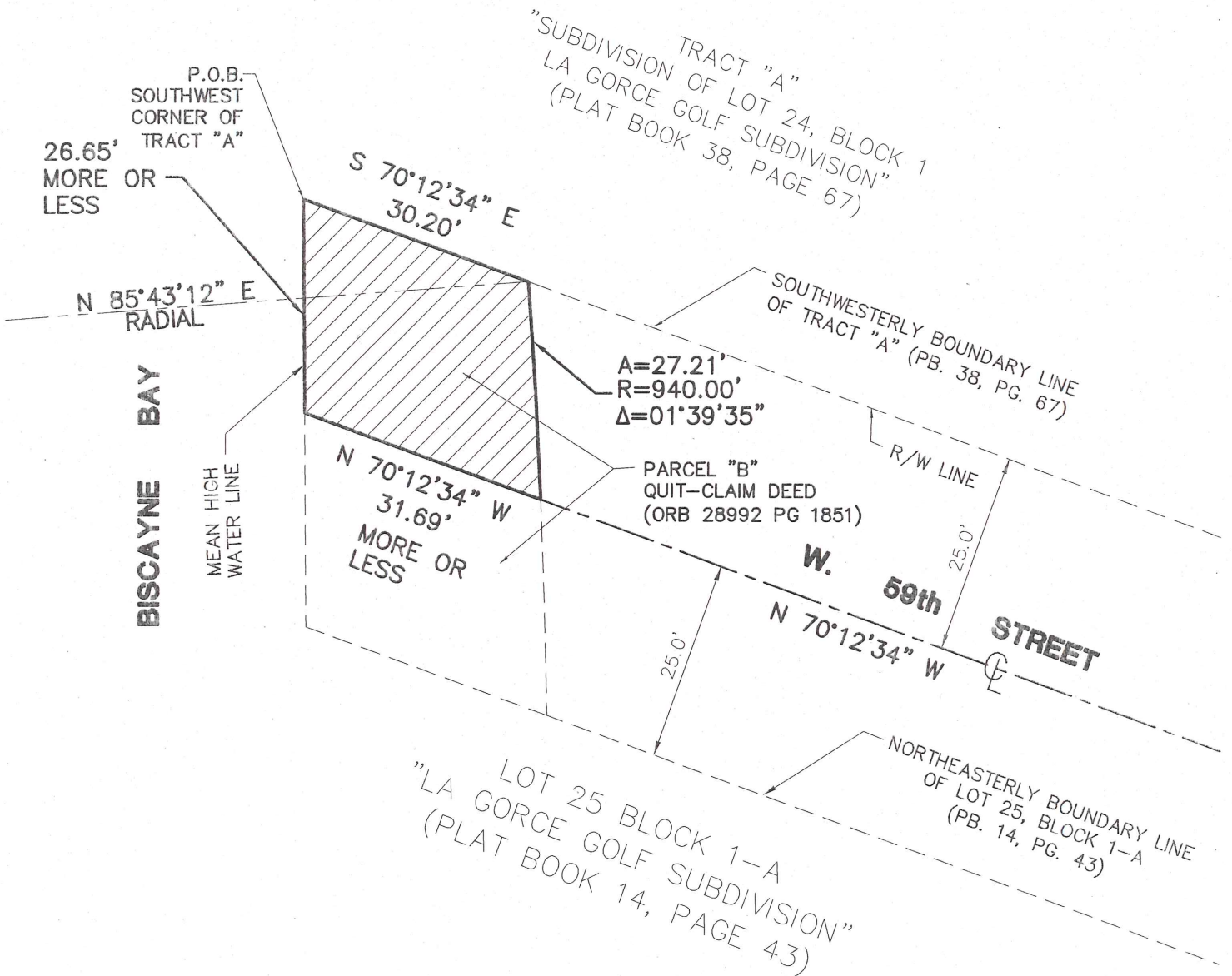
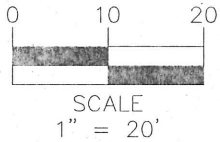
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

for
Ambassa Holding Inc.

prepared by:



LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING



LEGEND

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| P.B. | = PLAT BOOK | R/W | = RIGHT OF WAY |
| PG. | = PAGE | (C) | = CALCULATED DISTANCE |
| SEC. | = SECTION | (M) | = MEASURED DISTANCE |
| ⊕ | = CENTERLINE | P.O.C. | = POINT OF COMENCEMENT |
| | | P.O.B. | = POINT OF BEGINNING |

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
Flagler Global Logistics
prepared by:



HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

LEGAL DESCRIPTION:

A portion of land lying and being in Parcel "B" as per Quit-Claim Deed as recorded in Official Records Book 28992 at Page 1851, in the Public Records of Miami-Dade County, Florida; lying Westerly of West 59th Street of "LAGORCE-GOLF SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 14, at Page 43, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Tract A of said plat of "SUBDIVISION OF LOT 24, BLOCK 1 LA GORCE GOLF SUBDIVISION"; thence Southerly meandering along the mean high water line of Biscayne Bay, more or less for 26.65 feet to the westerly extension of West 59th Street of "LAGORCE-GOLF SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 14, at Page 43, of the Public Records of Miami-Dade County, also being the Point of Beginning of the hereinafter described parcel; thence easterly along the said westerly extension of West 59th Street, S 70°12'34" E for 31.69 feet, to the beginning of a non-tangent curve concave Westerly and having a radius 940.00 feet, to which beginning of curve a radial bears N 87°22'42" E; thence Southerly along said curve through a central angle of 01°38'20" and an arc distance of 26.89 feet; thence along the said northeasterly boundary line of Lot 25, N 70°12'34" W for 32.12 feet, more or less to the mean high water line of Biscayne Bay; thence Northerly meandering along the mean high water line of Biscayne Bay for 26.73 feet more or less to the Point of Beginning.

Containing 799 Square feet more or less by calculation.

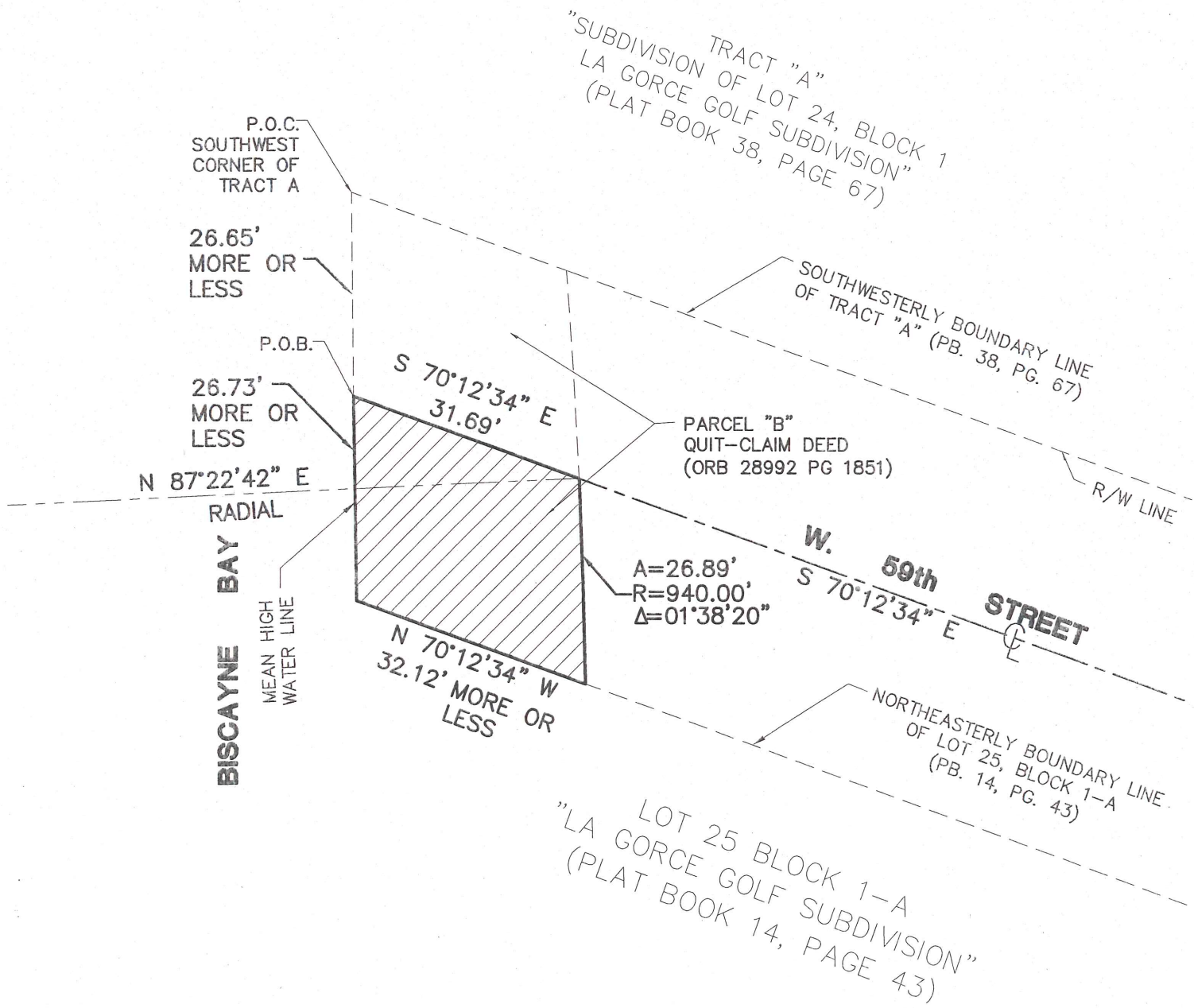
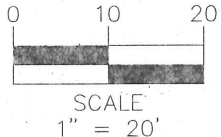
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

for
Ambassa Holding Inc.

prepared by:



LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING



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SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
Ambassa Holdings Inc.

prepared by:



LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

LEGAL DESCRIPTION:

A portion of land lying and being in West 59th Street of "LAGORCE-GOLF SUBDIVISION", in Section 15, Township 53 South, Range 42 East, according to the Plat thereof, as recorded in Plat Book 14, at Page 43, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Lot 25, Block 1-A of "LA GORCE GOLF SUBDIVISION", according to the Plat thereof, recorded in Plat Book 14, at Page 43, or the Public Records of Miami-Dade County, Florida; thence Northwesterly along the Northeasterly line of said Lot 25, N 70°12'34" W for 196.69 feet to the beginning a non-tangent curve concave Westerly and having a radius of 940.00 feet, to which beginning of curve a radial bears N 89°01'02" E; thence Northerly along said curve through a central angle of 01°38'20" an arc distance of 26.89 feet; thence S 70°12'34" E for 206.40 feet to the beginning of a non-tangent curve concave Easterly and having a radius of 1651.00 feet, to which beginning of curve a radial bears N 70°12'34" W thence Southerly along said curve through a central angle of 00°52'42" an arc distance of 25.00 feet to the Point of Beginning.

Containing 5,036 Square feet more or less by calculation.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

for
Ambassa Holding Inc.

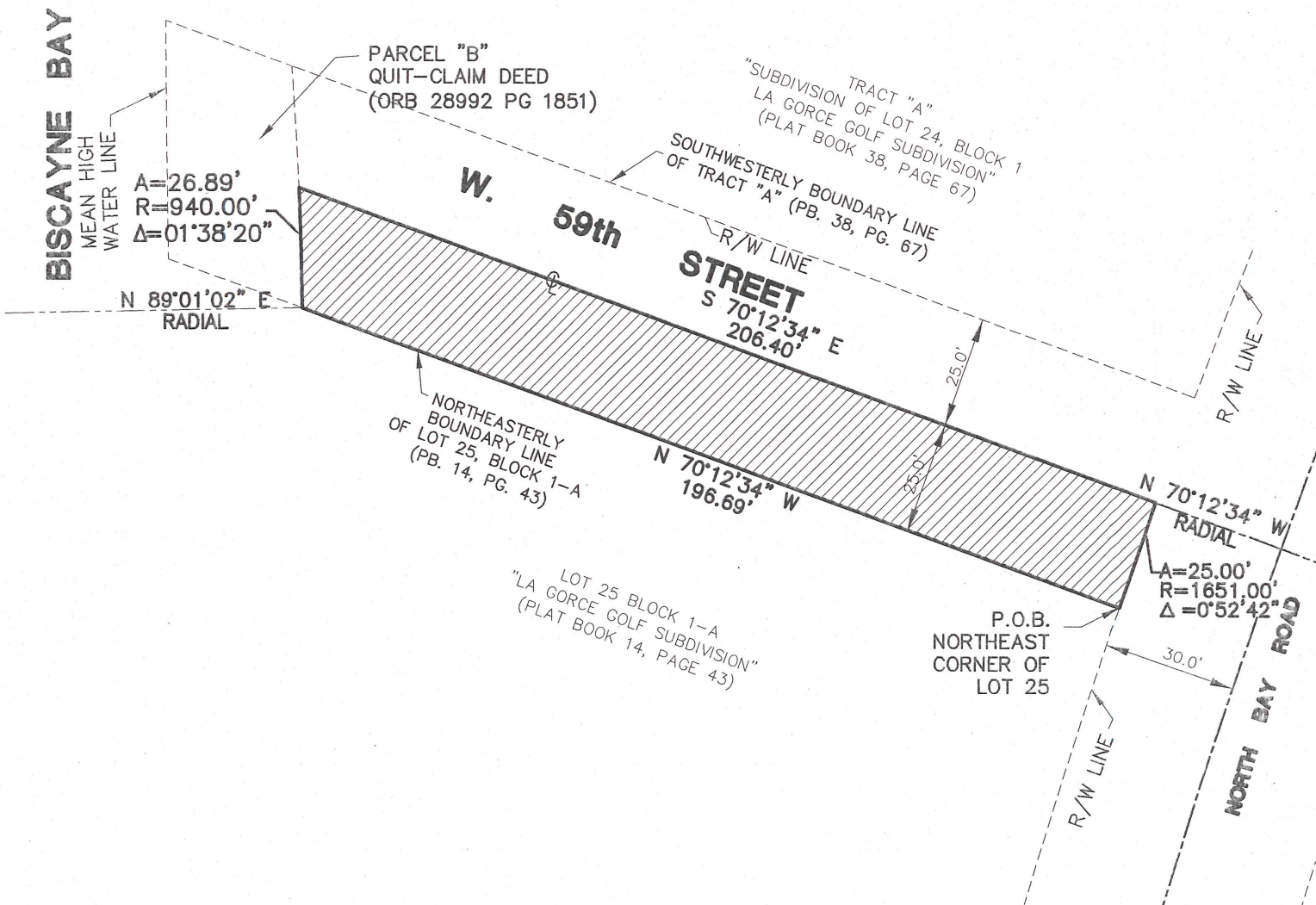
prepared by:



LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING



NOT TO SCALE



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SKETCH TO ACCOMPANY LEGAL DESCRIPTION

for
Ambassa Holding Inc.

prepared by:



LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
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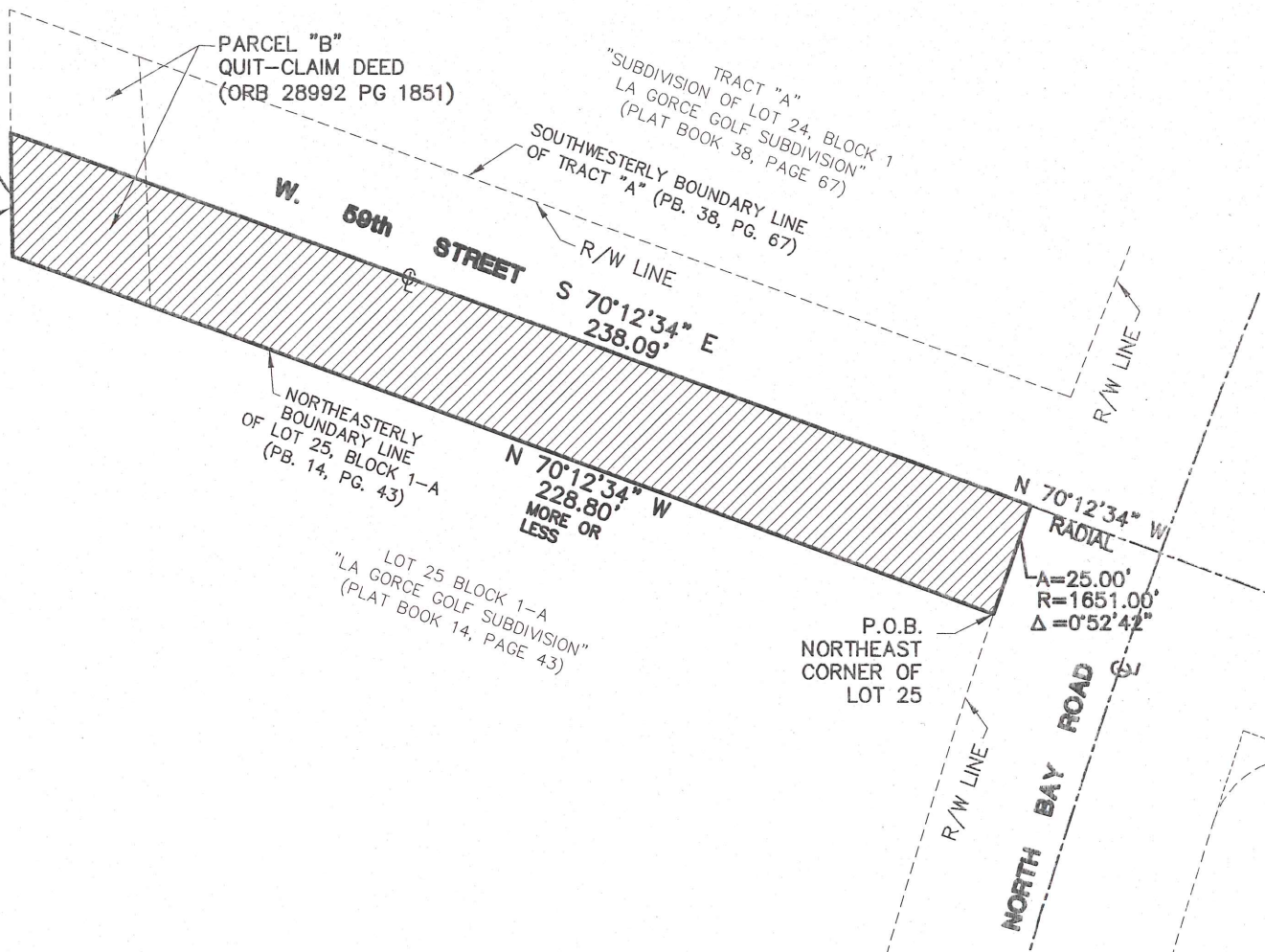


NOT TO SCALE

BISCAYNE BAY

26.73'
MORE OR
LESS

MEAN HIGH
WATER LINE



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SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
Ambassa Holdings Inc.
prepared by:



HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

LEGAL DESCRIPTION:

A portion of land lying and being in Parcel "B" as per Quit-Claim Deed as recorded in Official Records Book 28992 at Page 1851, in the Public Records of Miami-Dade County, Florida lying Westerly of West 59th Street and also a portion of West 59th Street of "LAGORCE-GOLF SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 14, at Page 43, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northeast corner of Lot 25, Block 1-A of "LA GORCE GOLF SUBDIVISION", according to the Plat thereof, recorded in Plat Book 14, at Page 43, or the Public Records of Miami-Dade County, Florida; thence Northwesterly along the Northeasterly line of the said Lot 25, N 70°12'34" W for 228.60 feet, more or less to the mean high water line of Biscayne Bay; thence Northerly meandering along the mean high water line of Biscayne Bay, for 26.73 feet, more or less; thence S 70°12'34" E for 238.09 feet, more or less to the beginning of a non-tangent curve concave Easterly and having a radius of 1651.00 feet, to which beginning of curve a radial bears N 70°12'34" W thence Southerly along said curve through a central angle of 00°52'42" an arc distance of 25.00 feet to the Point of Beginning.

Containing 5,835 Square feet more or less by calculation.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

for

Ambassa Holding Inc.

prepared by:



HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

SOURCES OF DATA:

Plat of "SUBDIVISION OF LOT 24, BLOCK 1 LA GORCE GOLF SUBDIVISION" a recorded in Plat Book 38, at Page 67 of the public records of Miami-Dade County, Florida.

Plat of "LA GORCE GOLF SUBDIVISION" a recorded in Plat Book 14, at Page 43 of the public records of Miami-Dade County, Florida.

Quit-Claim Deed as recorded in Official Records Book 28992 at Page 1851, in the Public Records of Miami-Dade County, Florida

Bearings as shown hereon are based upon the Center Line of W 59th Street, with an assumed bearing of N70°12'34"W.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than what appears on the underlying Plat of record. Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

LIMITATIONS:

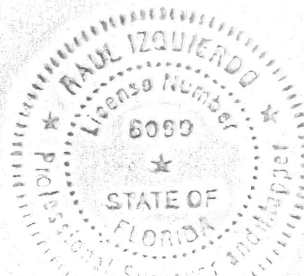
Since no other information other than what is cited in the Sources of Data were furnished, the Client is hereby advised that there may legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear. This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

By:  Date: 6/1/2017

Raul Izquierdo, P.S.M.
For The Firm
Professional Surveyor and Mapper LS6099
HADONNE CORP.
Land Surveyors and Mappers
Certificate of Authorization LB7097
1985 NW 88 Court, Suite 201
Doral, Florida 33172
305.266.1188 phone
305.207.6845 fax



NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 61G17-6 of the Florida Administrative Code.

Exhibit B

This Document
Prepared By and Return to:

Michael J. Marrero, Esquire
Bercow Radell Fernandez & Larkin, PLLC
200 S. Biscayne Blvd, Suite 850
Miami, Florida 33131

(Reserved for Clerk of Court)

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, made as of this ____ day of _____, 2017 (the “Effective Date”), by AMBASSA HOLDINGS, INC., a Florida limited liability company, whose mailing address is: 10800 Biscayne Blvd Suite 820, North Miami, Florida (the “Grantor”) to the City of Miami Beach, Florida, a municipal corporation whose address is 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the “Grantee”):

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described property being situated in Miami-Dade County, Florida, and legally described as follows:

See attached Exhibit “A” (the “Property”)

TO HAVE AND TO HOLD the same together with all the tenements, hereditaments and appurtenances thereunto belonging.

It is the intent of the Grantor, by this instrument, to convey the Property to Grantee, subject to and contingent upon the terms and conditions approving and granting the Grantee’s vacation of abutting property to Grantor, as provided in Miami Beach Resolution No. _____, a certified copy of which is attached hereto and incorporated herein as **Exhibit “B”** and that certain Easement Agreement entered into on the ____ day of _____, 2017, by and between the Grantor and Grantee, which is recorded in Official Records Book _____, Page _____ of the Public Records of Miami-Dade County, Florida (the “Easement Agreement”).

Further, pursuant to the Easement Agreement, the conveyance of the Property by the Grantor to Grantee herein is subject to the following reservation of rights in favor of the Grantor:

1. The Grantor, its employees, contractors, or representatives, shall have a non-exclusive, perpetual, public access easement over the entirety of the Property, in order to provide

access to the public and utility access to the Grantor and any public utility provider to any and all utilities located under the Property for maintenance and installation rights (the "City Easement").

2. The City Easement may be temporarily blocked for a reasonable amount of time during construction and for future repairs, as reasonably required for construction activities on adjacent property owned by the Grantee or its affiliates and for future utility installation.

3. The City Easement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto, as applicable.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses:

City of Miami Beach

Print Name: _____

By: _____
Philip Levine, Mayor

Print Name:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by Philip Levine, as Mayor of the City of Miami Beach, who is personally known to me or who has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

Notary Public, State of Florida

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
VACATION RESOLUTION

Exhibit C

This Document
Prepared By and Return to:

Michael J. Marrero, Esquire
Bercow Radell Fernandez & Larkin, PLLC
200 S. Biscayne Blvd, Suite 850
Miami, Florida 33131

(Reserved for Clerk of Court)

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, made as of this ____ day of _____, 2017 (the “Effective Date”), by the City of Miami Beach, Florida, a municipal corporation whose address is 1700 Convention Center Drive, Miami Beach, Florida, 33139 (the “Grantor”) to AMBASSA HOLDINGS, INC., a Florida limited liability company, whose mailing address is: 10800 Biscayne Blvd Suite 820, North Miami, Florida (the “Grantee”):

WITNESSETH, that the Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described property being situated in Miami-Dade County, Florida, and legally described as follows:

See attached Exhibit “A” (the “Property”)

TO HAVE AND TO HOLD the same together with all the tenements, hereditaments and appurtenances thereunto belonging.

It is the intent of the Grantor, by this instrument, to convey the Property to Grantee, subject to and contingent upon the terms and conditions approving and granting the Grantor’s vacation of the Property to Grantee, as provided in Miami Beach Resolution No. _____, a certified copy of which is attached hereto and incorporated herein as **Exhibit “B”** and that certain Easement Agreement entered into on the ____ day of _____, 2017, by and between the Grantor and Grantee, which is recorded in Official Records Book _____, Page _____ of the Public Records of Miami-Dade County, Florida (the “Easement Agreement”).

.
.

Further, pursuant to the Development Agreement, the conveyance of the Property by the Grantor to Grantee herein is subject to the following reservation of rights in favor of the Grantor:

1. The Grantor, its employees, contractors, or representatives, shall have a non-exclusive, perpetual, public access easement over the entirety of the Property, in order to provide

access to the public and utility access to the Grantor and any public utility provider to any and all utilities located under the Property for maintenance and installation rights (the "City Easement").

2. The City Easement may be temporarily blocked for a reasonable amount of time during construction and for future repairs, as reasonably required for construction activities on adjacent property owned by the Grantee or its affiliates and for future utility installation.

3. The City Easement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto, as applicable.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses:

City of Miami Beach

Print Name: _____

By: _____
Philip Levine, Mayor

Print Name:

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by Philip Levine, as Mayor of the City of Miami Beach, who is personally known to me or who has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

Notary Public, State of Florida

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B
VACATION RESOLUTION

Exhibit D

This instrument prepared by:

Michael J. Marrero, Esq.
Bercow Radell Fernandez & Larkin, PLLC
200 S. Biscayne Blvd, Suite 850
Miami, Florida 33131

(Reserved for Clerk of Court)

STORMWATER UTILITY EASEMENT AGREEMENT

THIS STORMWATER UTILITY EASEMENT AGREEMENT ("Easement Agreement"), is made this ____ day of _____, 2017, by Ambassa Holdings, LLC ("Ambassa") regarding a portion of its property located at 5860 North Bay Road, within the City's municipal jurisdiction and the City Of Miami Beach, a Florida municipal corporation, as City ("City").

WITNESSETH:

WHEREAS, Ambassa owns a single-family home property as described in Exhibit "A"; and,

WHEREAS, Ambassa has conveyed to City a portion of land, described in Exhibit "B" to provide the City and its stormwater utility direct access from North Bay Road to the bay; and,

WHEREAS, City has conveyed to Ambassa a portion of land, described in Exhibit "C" adjacent to Ambassa's property to normalize the shape of Ambassa's lot; and

WHEREAS, in exchange for City providing the vacation and quit claim deed to Ambassa, as contemplated by City of Miami Beach Resolution 2017-_____ (executed June ____, 2017), Ambassa provides the City a Stormwater Utility Easement along the area described in Exhibit "D"; and

WHEREAS, Ambassa desires to provide the City with the new perpetual right and easement to lay, access, and maintain underground water, sewer, and stormwater pipes, within the area described in Exhibit "D", for the purposes set forth in this Stormwater Utility Easement Agreement.

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

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

2. **Consideration and Description.** Ambassa for and in consideration of the approval to vacate the right-of-way held by the City, and other good and valuable consideration,

the receipt and sufficiency of which are hereby acknowledged, hereby grants unto City, its officers, agents, employees, contractors, successors and assigns, a non-exclusive, perpetual and irrevocable stormwater utility easement, under, upon and through the land in Miami-Dade, County, Florida, referenced herein as the "Property", as more particularly described in Exhibit "D".

3. **Term of Easement.** The easement and rights granted herein shall be perpetual and shall be possessed and enjoyed by the City, its successors and assigns, for the purposes stated herein.

4. **Rights and Restrictions of Ambassa.** Ambassa shall have the right to full use and enjoyment of the Property, except for such use as may unreasonably interfere with the exercise by the City of the rights granted herein. Ambassa shall not construct, or permit to be constructed, any structure or obstruction on or over the easement area, or which otherwise interferes with the City's easement to lay, access, construct, install, and maintain underground or any other aspect of the following: potable water, waste water, stormwater pipes; within the area described in Composite Exhibit "A", and authorized pursuant to this instrument.

6. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of Ambassa and City.

7. **Amendments; Termination.** This Agreement may not be amended, modified or terminated except by written agreement of all of the parties hereto or their respective successors and/or assigns.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written.

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

10. **City and Affiliates.** City agrees to release Ambassa, from and, to the extent provided by, and subject to the limitations under, Section 768.28, Florida Statutes (as same may be amended from time to time), indemnify them from any and losses, expenses, liens, claims, demands and causes of action of every kind and character for personal injury, property damage or any other liability, damages, fines or penalties, including, costs, attorney's fees and settlement, resulting from, arising out of or in any way connected to the use of the Property by the City, City's Affiliates, guests or invitees of the City, except to the extent that the same are the direct result of the negligence or willful misconduct of Ambassa, or Ambassa's employees, contractors, visitors, guests, invitees, agents and/or representatives.

12. **Maintenance.** The City shall be responsible for the maintenance, repair and installation of any pipes or electrical lines or equipment within the Property.

13. **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 the Property. The provisions hereof shall run with the land, shall be binding on and shall inure to the benefit of the parties hereto, their successors and assigns.

TO HAVE AND TO HOLD the same unto City, its successors and assigns forever, and Ambassa will defend the title to the Property against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Ambassa and City have caused these presents to be executed in their name, and their corporate seal to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first above written.

[Signatures and acknowledgements appear immediately following this page.
Remainder of page intentionally blank.]

AMBASSA

Signed, sealed and delivered in the presence of:

AMBASSA HOLDINGS, LLC

Print Name: _____

Ambassa/Owner
CHRISTIAN DE BERDOUARE

Print Name: _____

[Notary signature continued on following page.]

Before me, a Notary Public in and for said County and State, personally appeared _____, and _____, who is (are) personally known to me or who has (have) produced _____ as identification and who did not take an oath, and who acknowledged the execution of the foregoing instrument.

WITNESS my hand and Notarial Seal this _____ day of _____, 2017.

My Commission Expires:

Notary Public

(Printed)

(Type, print or stamp name under signature)

Title or rank and serial number, if any

CITY:

ATTEST:

CITY OF MIAMI BEACH

City Clerk

Mayor
1700 Convention Center Drive
Miami Beach, Florida 33139

APPROVED AS TO FORM
AND LANGUAGE AND
FOR EXECUTION

City Attorney

Dated

City Engineer

Dated

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
Ambassa Holdings Inc.
prepared by:



HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

1



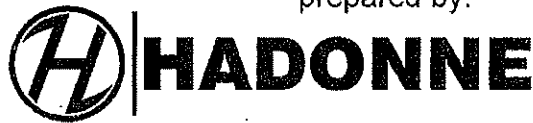
LEGAL DESCRIPTION:

A Portion of land lying and being in West 59TH Street of "SUBDIVISION OF LOT 24, BLOCK 1 LA GORCE GOLF SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 38, at Page 67, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

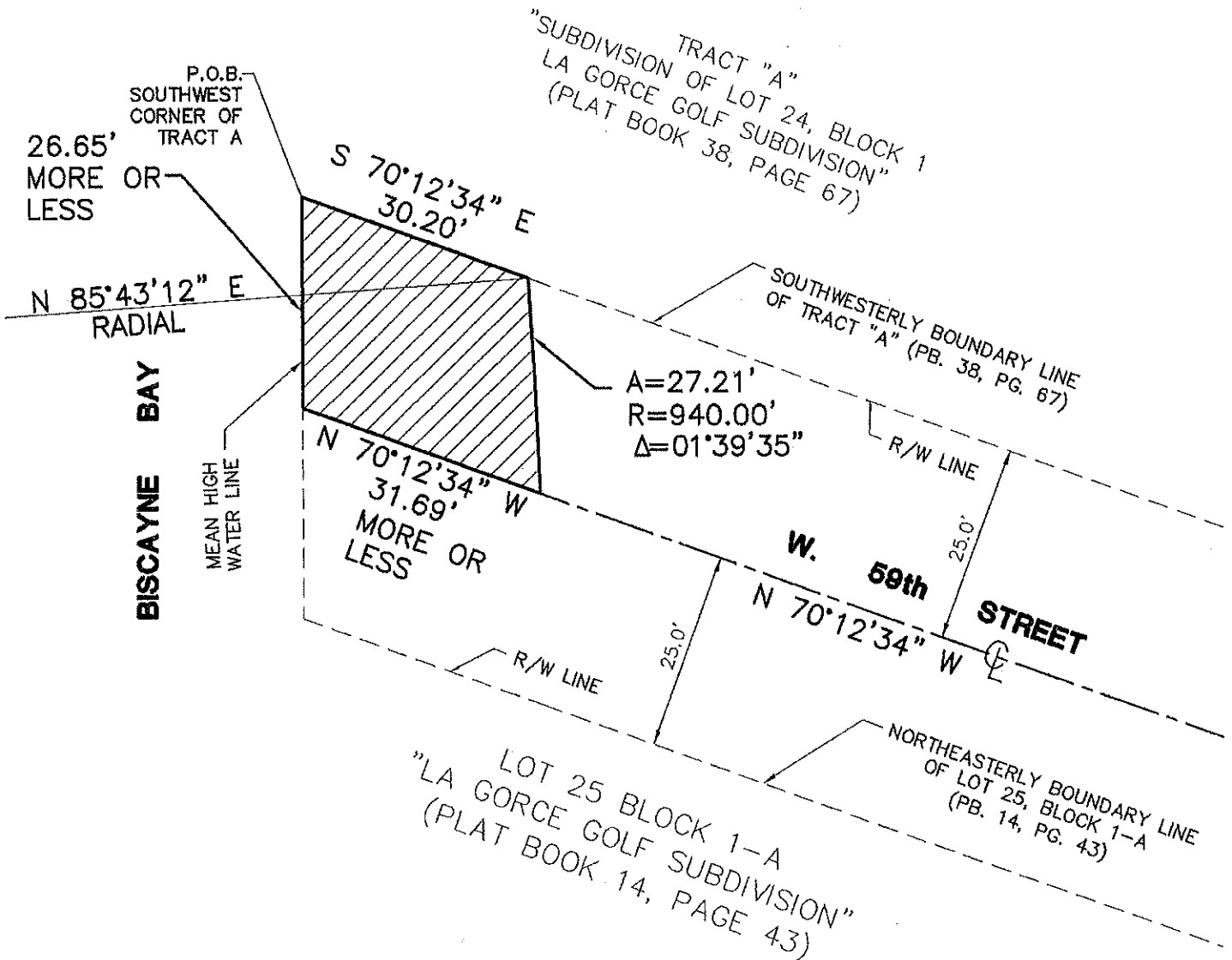
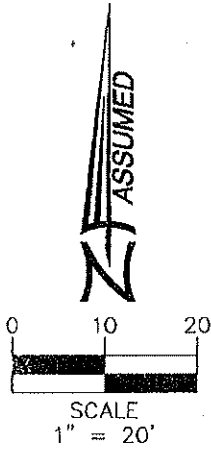
Begin at the Southwest corner of Tract A of said plat of "SUBDIVISION OF LOT 24, BLOCK 1 LA GORCE GOLF SUBDIVISION"; thence S 70°12'34" E for 30.20 feet, along the southwesterly line of said Tract "A" to the beginning of a non-tangent curve concave Westerly and having a radius 940.00 feet, to which beginning of curve a radial bears N 85°43'12" E thence Southerly along said curve through a central angle of 01°39'35" an arc distance of 27.21 feet; thence N 70°12'34" W for 29.81 feet more or less to the mean high water line of Biscayne Bay; thence Northerly meandering the mean high water line of Biscayne Bay for 26.65 feet to the Point of Beginning.

Containing 750 Square feet more or less by calculation.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
Ambassa Holding Inc.
prepared by:



LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING



LEGEND

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| P.B. | = PLAT BOOK | R/W | = RIGHT OF WAY |
| PG. | = PAGE | (C) | = CALCULATED DISTANCE |
| SEC. | = SECTION | (M) | = MEASURED DISTANCE |
| ⊕ | = CENTERLINE | P.O.C. | = POINT OF COMMENCEMENT |
| | | P.O.B. | = POINT OF BEGINNING |

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
Ambassa Holdings Inc.
prepared by:



HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

3



LEGAL DESCRIPTION:

A Portion of land lying and being in West 59TH Street of "SUBDIVISION OF LOT 24, BLOCK 1 LA GORCE GOLF SUBDIVISION", in Section 15, Township 53 South, Range 42 East, according to the Plat thereof, as recorded in Plat Book 14, at Page 43, of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Tract A of Section 15, Township 53 South, Range 42 East, according to the Plat thereof, as recorded in Plat Book 14, at Page 43, of the Public Records of Miami Dade County, Florida, thence S 70°12'34" E for 30.20 feet; to the beginning of a non-tangent curve concave Westerly and having a radius 940.00 feet, to which beginning of curve a radial bears N 87°22'42" W thence Southerly along said curve through a central angle of 01°39'42" an arc distance of 25.00 feet; thence N 70°12'34" W for 236.40 feet; thence S 18°55'23" W for 24.55 feet; thence S 70°12'34" E for 216.69 feet; thence N 01°48'08" W for 26.89 feet to the Point of Beginning.

Containing 5779 Square feet more or less by calculation.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
Ambassa Holding Inc.
prepared by:

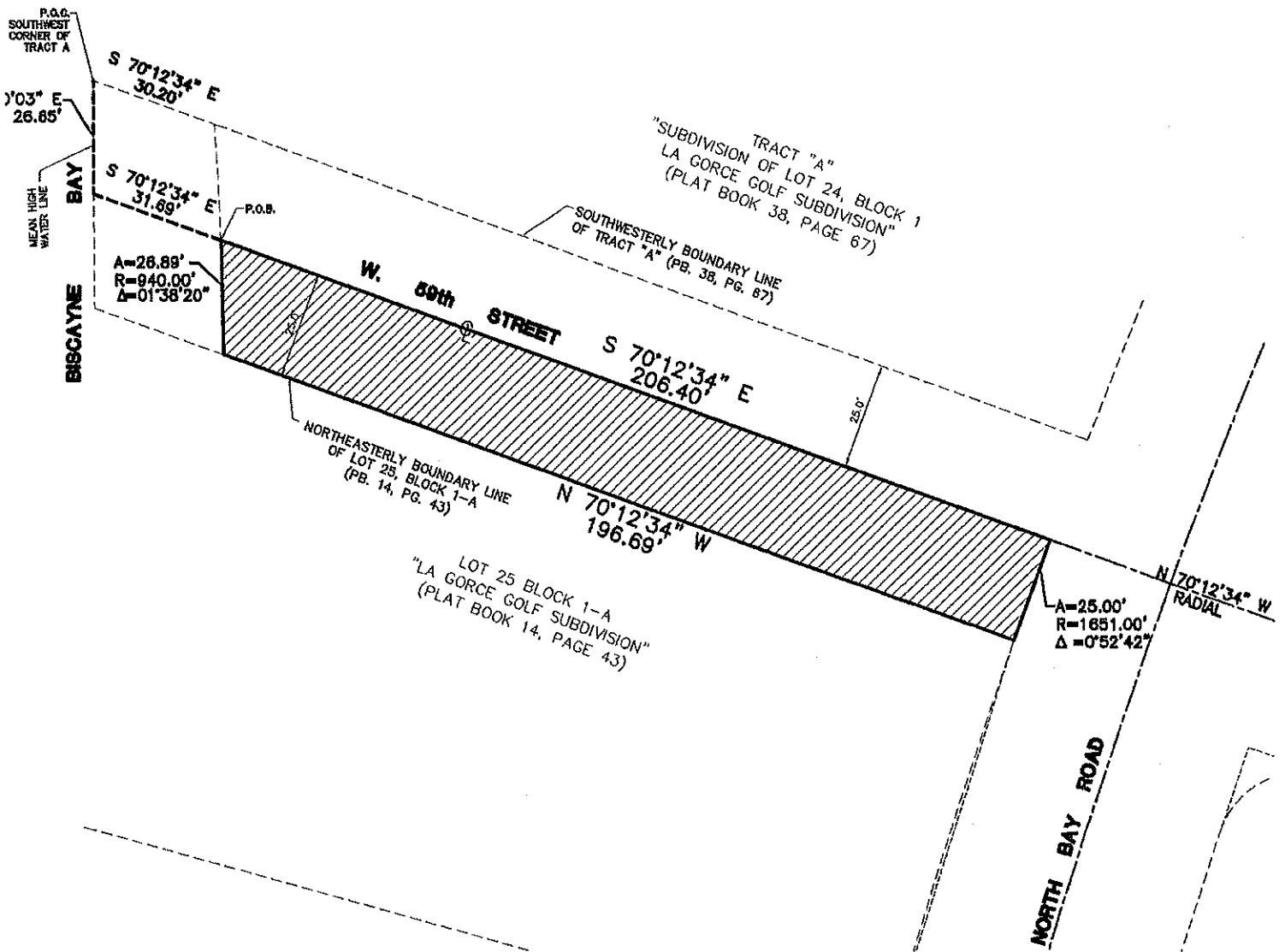


HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER-SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING



NOT TO SCALE



LEGEND

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| P.B. | = PLAT BOOK | R/W | = RIGHT OF WAY |
| PG. | = PAGE | (C) | = CALCULATED DISTANCE |
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| | | P.O.B. | = POINT OF BEGINNING |

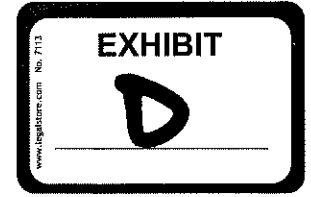
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
Ambassa Holdings Inc.
prepared by:



HADONNE

LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING

4



LEGAL DESCRIPTION:

A Portion of land lying and being in West 59TH Street of "SUBDIVISION OF LOT 24, BLOCK 1 LA GORCE GOLF SUBDIVISION", in Section 15, Township 53 South, Range 42 East, according to the Plat thereof, as recorded in Plat Book 14, at Page 43, of the Public Records of Miami Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Tract A of "SUBDIVISION OF LOT 24, BLOCK 1 LA GORCE GOLF SUBDIVISION", according to the Plat thereof, as recorded in Plat Book 14, at Page 43, of the Public Records of Miami Dade County, Florida, thence to the beginning of a non-tangent curve concave Westerly and having a radius 912.51 feet, to which beginning of curve a radial bears N 84°56'47" E thence Southerly along said curve through a central angle of 01°43'05" an arc distance of 27.36 feet; thence S 70°12'34" E for 256.21 feet; thence to the beginning of a non-tangent curve concave Westerly and having a radius 1631.00 feet, to which beginning of curve a radial bears N 70°12'34" W thence Southerly along said curve through a central angle of 00°52'42" an arc distance of 25.00 feet; thence N 70°12'34" W for 246.16 feet more or less to the water's edge of Biscayne Bay; thence Northerly meandering the water's edge of Biscayne Bay more or less for 27.02 feet to the Point of Beginning.

Containing 6,277 Square feet more or less by calculation.

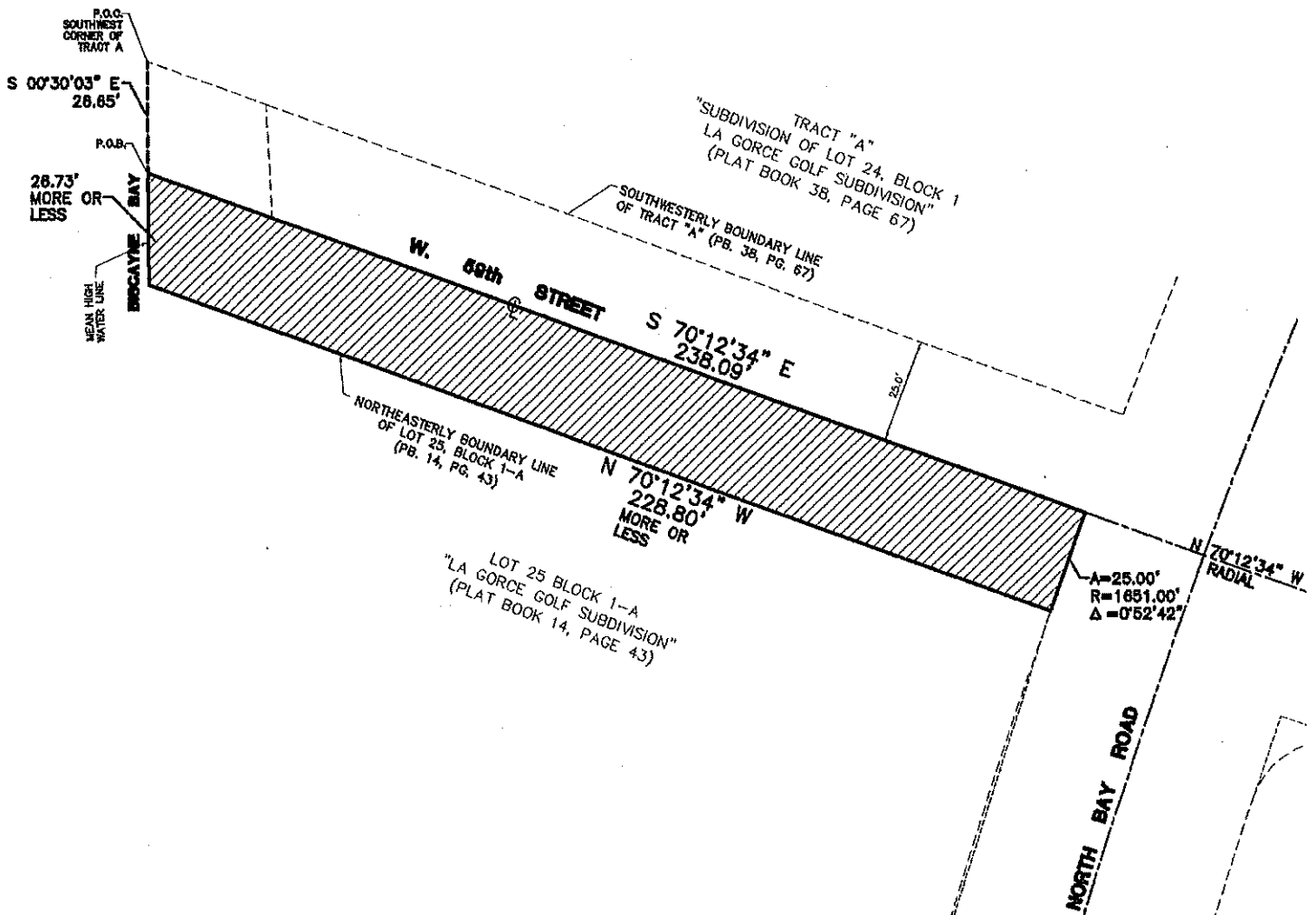
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
for
Ambassa Holding Inc.
prepared by:



LAND SURVEYOR AND MAPPERS
3D LASER SCANNING
UTILITY COORDINATION
SUBSURFACE UTILITY ENGINEERING



NOT TO SCALE



LEGEND

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