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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by
or under the supervision of:
Raul Aguila
City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139

This space reserved for recording information

PERPETUAL EASEMENT AGREEMENT

This Perpetual Easement Agreement (this "Agreement") is granted as of the 8th day of May 2012, by **HOUSING AUTHORITY OF THE CITY OF MIAMI BEACH**, a Florida public housing authority, having an address of 200 Alton Road, Miami Beach, Florida 33139 ("Grantor"), to and in favor of **CITY OF MIAMI BEACH**, a Florida municipal corporation, having an address of 1700 Convention Center Drive, Miami Beach, Florida 33139 ("Grantee").

WITNESSETH

Grantor is the owner of those certain tracts or parcels of land situated in the City of Miami Beach, Miami-Dade County, Florida, identified as Parcel A, Parcel B and Parcel C (each, herein so called), and each legally described on **Exhibit A**, attached hereto and made a part hereof, and as shown as Parcel A, Parcel B and Parcel C on the survey attached hereto as **Exhibit B**. As used herein, "Parcel" means each of Parcel A, Parcel B, and Parcel C, which parcels are sometimes hereinafter collectively referred to as the "Parcels".

For and in consideration of Ten ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantee a non-revocable perpetual easement ("Easement") in, upon, over and under Parcel A and Parcel B (collectively, the "Easement Area") for the purpose of developing, constructing, installing, operating, maintaining, repairing, and re-constructing from time to time such public roads, bridges, sidewalks and any other improvements, as deemed necessary or desirable by Grantee, and at Grantee's sole cost and expense (including without limitation connecting Dade Boulevard and West Avenue in accordance with the West Avenue Bridge Project (herein so called)), and for the construction, installation, operation, maintenance, replacement, repair, and improvement of public utilities by Grantee, at Grantee's sole cost and expense. Grantee shall have the right to allow public use (including, without limitation, for public vehicular and/or pedestrian access) of any improvements constructed upon the Easement Area.

CIRCUIT & COUNTY COURTS
CLERK
IN GOD WE TRUST
MIAMI-DADE COUNTY, FLORIDA

Grantor

Grantee

The Easement is granted subject to the following provisions:

1. Grantee shall have the right, at Grantee's sole cost and expense, to patrol, inspect, alter, improve, expand, repair, replace, or rebuild any improvements constructed in the Easement Area, together with all the rights and privileges necessary or desirable for the full enjoyment and use thereof by Grantee and by the public. Grantee shall have the right, at Grantee's sole cost and expense, to enter upon the Easement Area, to the extent deemed necessary by Grantee, to perform, to the extent deemed necessary and desirable by Grantee, any construction, installation, maintenance, replacement, repair and/or improvement of any of Grantee's improvements in the Easement Area. Grantee shall be responsible, at Grantee's sole cost and expense, for performing, or causing to be performed, all maintenance and repair of the Easement Area, to the extent deemed necessary and desirable by Grantee, and Grantor shall have no liability with respect thereto. Grantee shall use commercially reasonable efforts to not unreasonably disturb Grantor's use of Parcel C during construction within the Easement Area. Grantee covenants and agrees to properly maintain the Easement Area and keep the same in good order, free and clear from construction debris, except as may be reasonable during construction and installation of any improvements in the Easement Area, and remove any construction debris as soon as practical thereafter. Grantee covenants and agrees that, without Grantee first obtaining Grantor's prior written consent, Parcel C will not be used by Grantee as a construction staging area and will not be used by Grantee to store equipment, trucks, dirt, supplies, materials, rubble, spoil, or any other materials of Grantee. Grantee shall not dig any open pits, trenches, borings, or holes on or under the Easement Area, except as Grantee shall deem reasonably necessary in connection with Grantee's activities related to construction, installation, operation, maintenance, and/or repair of the Easement Area or of any improvements in the Easement Area. Grantee covenants and agrees that no heavy trucks or equipment associated with Grantee's activities related to construction, installation, maintenance, operation, and/or repair of the Easement Area or of any improvements in the Easement Area shall utilize the entranceways, streets or roadways located on Parcel C, without Grantee first obtaining Grantor's prior written consent.

2. Grantee shall secure, maintain, and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, maintenance, and/or repair, of Grantee's improvements in the Easement Area and, with respect thereto, Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment, and the employment of its workers.

3. Grantor warrants and covenants to Grantee that (a) Grantor has good, marketable, and insurable title to the Easement Area, free and clear of all liens and encumbrances and will defend the title against the claims of all persons whomsoever; and (b) Grantor has good right and lawful authority to (i) enter into and execute this Agreement and to (ii) grant the Easement and other rights described herein.

Grantor
Grantee

4. Grantor herein retains, reserves and shall continue to enjoy fee ownership, and the surface and subsurface, of its dominant estate in the Easement Area, for any and all purposes not inconsistent with the easements granted hereby.

5. For purposes of the computation of the maximum floor area permitted on Parcel C, the parties herein reaffirm any provisions in that certain Development Agreement entered into between Grantor and Grantee, dated March 15, 2011, and as recorded in OR Book 27630, pages 1050 – 1104, of the Public Records in Miami-Dade County, Florida (the Development Agreement) including, without limitation, Sections 3.11(b), 10(g) and 14(b) of the Development Agreement. Accordingly, Grantee hereby agrees that Grantor and its successors and assigns may include the square footage of the Easement Area in the calculation of the square footage of Parcel C for purposes of determining the FAR (floor area ratio) attributable to Parcel C.

6. During any periods of construction on the Easement Area, Grantee shall cause its contractors to maintain a Commercial General Liability policy and an excess (umbrella) policy from a reputable insurance company or companies qualified to do business in the State of Florida, including at least coverage for employer's liability workers' compensation, automobile, non-owned automobile, contractual liability, and completed operations/products liability. Insurance shall be on an occurrence basis and shall contain a statement that it is primary over any insurance that may be maintained by Grantee or Grantor. The insurance company must be rated no less than "A" as to management, and no less than Class "X" as to strength, by the latest edition of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey. The policy limits for the coverage listed above will not be less than the following:

Bodily Injury/Property Damage/Contractual Liability:	$ 2,000,000
Umbrella:	$10,000,000

Grantee shall, upon written request from Grantor, cause its contractors to furnish to Grantor one or more certificates of insurance evidencing the existence of the insurance required above.

7. Grantee, and Grantee's successors and assigns, shall, to the extent permitted by law, indemnify, defend, and hold harmless Grantor from and against any and all losses, liabilities (including strict liability), claims, causes of action, damages, injuries, liens (including mechanic's liens and materialman's liens), expenses and costs including, without limitation, reasonable attorney's fees of any settlement, judgment or claims of any and every kind whatsoever paid, incurred or suffered, in connection with any damage or liability to persons or property that might arise directly or indirectly during the use of the Easement by, through or under Grantee, in connection with the easements granted hereby or the use of the Easement Area. In addition, Grantee, or Grantee's successors and assigns, shall defend any and all claims asserted against Grantor, or its successors and assigns, in connection with any damage or liability to persons or property that might arise directly or indirectly during the use of the Easement, by, through or under Grantee, in connection with the easements granted hereby or the use of the Easement Area. In such event, Grantee shall be entitled to select counsel of Grantee's choice to defend the claim; however, Grantor shall be permitted, at Grantor's cost and expense, to retain independent counsel to monitor the claim proceeding. Notwithstanding anything contained

Grantor
Grantee

herein to the contrary, Grantee shall not be obligated or liable to Grantor, its successors and assigns, or third parties, for any losses, liabilities (including strict liability), claims, causes of action, damages, injuries, expenses and costs resulting from, arising out of, or incurred in connection with the use of the Easement, by, through or under Grantee, in connection with the easements granted hereby or with the use of the Easement Area, for amounts in excess of those limitations on the statutory waiver of sovereign immunity provided under Section 768.28, Florida Statutes (or any successor statute thereto), or with respect to claims resulting from the willful misconduct or gross negligence of Grantor, or its successors and assigns, and their respective officers, invitees, lessees, employees, agents, licensees, or contractors.

8. Grantee, and Grantee's successors and assigns, shall, to the extent permitted by law, indemnify, defend and hold harmless Grantor from and against any and all losses, liabilities (including strict liability), claims, causes of action, damages, injuries, expenses and costs, including without limitation reasonable attorney's fees of any settlement, judgment or claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Grantor, and its successors and assigns, by any person or entity or governmental agency resulting from, arising out of, or incurred in connection with, the escape, seepage, leakage, spillage, emission, discharge or release of any hazardous substance resulting from Grantee's, or its agents and employees, use of the Easement, in connection with the easements granted hereby or in connection with the use of the Easement Area by Grantee, or its agents and employees, including, without limitation, any losses, liabilities (including strict liability), damage, injuries, expenses and costs, including, without limitation, reasonable attorney's fees of any settlement or judgment or claims asserted or arising under, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendment and Reauthorization Act, the Resource Conservation Recovery Act, the Federal Water Pollution Control Act, the Federal Environmental Pesticides Act, the Clean Water Act, any so called federal, state or local "Superfund" or "Superlien" statute, or any other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability (including strict liability), or standards of conduct concerning any hazardous substance. Grantee, or its successors and assigns, shall defend any and all such claims asserted against Grantor. In such event, Grantee shall be entitled to select counsel of Grantee's choice to defend the claim; however, Grantor shall be permitted, at Grantor's cost and expense, to retain independent counsel to monitor the claim proceeding. Notwithstanding anything contained herein to the contrary, Grantee shall not be obligated or liable to Grantor, or any third parties, for any losses, liabilities (including strict liability), claims, causes of action, damages, injuries, or expenses and costs resulting from, arising out of, or incurred in connection with the use of the Easement by Grantee, or its agents and employees, in connection with the easements granted hereby or with the use of the Easement Area, for amounts in excess of those limitations on the statutory waiver of sovereign immunity provided under Section 768.28, Florida Statutes (or nay successor Statute thereto), or in respect of claims resulting from the intentional or negligent acts of Grantor, or its successors and assigns, and their respective officers, invitees, lessees, employees, agents guests, licensees, or contractors.

9. Grantee shall not create, cause to be created, or suffer or permit to exist any lien, encumbrance or charge upon the Easement Area, or any part thereof or appurtenance thereto, which is not removed within the time period required pursuant to Section 10 below.

Grantor
Grantee

10. If any mechanic's, laborer's, vendor's, materialman's or similar statutory lien is filed against the Easement Area, or any part thereof or appurtenant thereto, as a result of any action of Grantee, its officers, employees, contractors or agents, Grantee shall, within thirty (30) days after Grantee receives notice of the filing of such mechanic's, laborer's, vendor's, materialman's or similar statutory lien, cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. However, Grantee shall not be required to discharge any such lien if Grantee shall have (i) furnished Grantor with, at Grantee's option, a cash deposit, bond, letter of credit from an institutional lender (in form reasonably satisfactory to Grantor) or other security (such as a personal guaranty or title company indemnity) reasonably satisfactory to Grantor, in an amount sufficient to pay the lien with interest and penalties; and (ii) brought an appropriate proceeding to discharge such lien and is prosecuting such proceeding with diligence and continuity.

11. Unless otherwise expressly provided in this Agreement, when either party exercises any of its rights, or renders or performs any of its obligations hereunder, such party shall do so at its sole cost and expense.

12. Time is of the essence with respect to all matters in, and requirements of, this Agreement as to both Grantee and Grantor.

13. Nothing contained herein shall be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.

14. This Agreement may be canceled, changed, modified or amended in whole or in part only by a written and recorded agreement of Grantor and Grantee. In no event shall any amendment of this Agreement ever require the consent or joinder of any one or more of the agents, patrons, customers, employees, tenants, licensees or invitees of Parcel C.

15. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The easements shall be appurtenant to and for the benefit of Grantee and its successors and assigns and shall run with the land for the periods set forth herein.

16. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders. 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, Southern District of Florida, if in

Grantor
Grantee

federal court. BY ENTERING INTO THIS AGREEMENT, GRANTOR AND GRANTEE (AND/OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

17. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

18. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, when received if sent by recognized overnight courier or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the address set forth immediately beneath each party's signature below (or to such other address as either party shall hereafter specify to the other in writing). Any party may change the address for notice purposes by giving written notice thereof to the other parties, which shall be effective upon receipt by each of the other parties. For the present, the parties designate the following as the respective places for giving of notice, to wit:

FOR CITY/GRANTEE:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Jorge M. Gonzalez, City Manager
Fax: (305) 673-7782

With a copy to:

City of Miami Beach
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: Fred Beckman, Director of Public Works
Fax: (305) 673-7028

FOR GRANTOR: HOUSING AUTHORITY OF THE CITY OF MIAMI BEACH

Housing Authority of the City of Miami Beach
200 Alton Road
Miami Beach, Florida 33139
Attn: Executive Director

Grantor
Grantee

19. This Agreement shall be recorded in the public records of Miami-Dade County, Florida.

20. **EACH AND ALL OF THE EASEMENTS, COVENANTS, OBLIGATIONS, AND RIGHTS GRANTED OR CREATED UNDER THE TERMS OF THIS AGREEMENT ARE APPURTENANT TO THE EASEMENT AREA. THE PROVISIONS HEREOF SHALL BE BINDING UPON THE EASEMENT AREA AND SHALL RUN WITH TITLE TO THE EASMENT AREA. THIS PERPETUAL EASEMENT AGREEMENT IS FOR THE SOLE BENEFIT OF GRANTOR AND GRANTEE AND THEIR SUCCESSORS AND ASSIGNS. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS PERPETUAL EASEMENT AGREEMENT AND NO PARTIES (INCLUDING, WITHOUT LIMITATION, MEMBERS OF THE PUBLIC) ARE ENTITLED TO RELY ON THE PROVISIONS HEREOF, OTHER THAN THE GRANTOR AND GRANTEE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.**

21. Whenever a period of time is prescribed in this Agreement for performance of any obligation, there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, inability to obtain labor or materials, war, governmental laws, regulations or restrictions, or any other cause beyond the control of the party obligated for such performance.

22. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

[Signature page follows]

Grantor
Grantee

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement to be effective as of the date set forth above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

HOUSING AUTHORITY OF THE CITY OF MIAMI BEACH, a public housing authority

Print Name Michael O'Hara

By: _____
Name: Miguell Del Campillo
Title: Executive Director

Print Name THOMAS HARRIS

HACMB General Counsel
Approved as to Form and Language and for Execution

Eve A. Boutsis

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

The foregoing instrument was acknowledged before me this 8th day of May, 2012, by Miguell Del Campillo, as Executive Director of Housing Authority of the City of Miami Beach, a public housing authority, on behalf of the public housing authority, who is personally known to me or has produced a N/A driver's license as identification.

Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Roberto Diaz
Commission # EE035865
Expires: OCT. 30, 2014
BONDED THRU ATLANTIC BONDING CO., INC.

Notary Stamp

Grantor
Grantee

GRANTEE:

Signed, sealed and delivered
in the presence of:

CITY OF MIAMI BEACH,
a Florida municipal corporation

Print Name Raul J. Aguila

By: Matti H. Bower
Name: Matti H. Bower
Title: MAYOR

Print Name Elizabeth Damian

City of Miami Beach – City Attorney
Approved as to Form and Language and for Execution

Name: Raul J. Aguila

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

The foregoing instrument was acknowledged before me this 9th day of May, 2012, by Matti H. Bower, as Mayor of the City of Miami Beach, a Florida municipal corporation, on behalf of such municipal corporation, who is personally known to me or has produced a _____ driver's license as identification.

Notary Public

MIRIAM M. MERINO
MY COMMISSION EXPIRES
November 15, 2015
#EE 142165
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Stamp

Grantor
Grantee

EXHIBIT A

LEGAL DESCRIPTION OF PARCEL A, PARCEL B and PARCEL C

PARCEL "A"

BEING A PARCEL OF LAND LYING IN A PORTION LOT 9 , BLOCK 17, ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45, AS RECORDED IN PLAT BOOK 6, PAGE 165 AND A PORTION OF LOT 11, BLOCK 41, ALTON BEACH REALITY CO'S PLAT OF BELLEVIEW SUBDIVISION, AS RECORDED IN PLAT BOOK 6 PAGES 114, AND A PORTION OF PARCEL 2 AS DESCRIBED IN OFFICIAL RECORD BOOK 16504, PAGE 3555 ALL BEING RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCE AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 17 OF SAID ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45; THENCE S88°01'12"W, ALONG THE NORTHERLY RIGHT OF WAY LINE OF 17TH STREET, SAID LINE ALSO BEING THE SOUTHERLY LINE OF BLOCK 17, A DISTANCE OF 135.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 30°47'46", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.69 FEET; THENCE N32°46'34"E RADIAL TO SAID CURVE A DISTANCE OF 13.95 FEET, TO A POINT ON THE SOUTHERLY LINE OF PARCEL II OF AFORESAID OFFICIAL RECORD BOOK 16504, PAGE 3555; THENCE N75°10'30"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 40.55 TO THE POINT OF BEGINNING; THENCE CONTINUE N75°10'30"E ALONG SAID SOUTHERLY LINE TO THE INTERSECTION WITH THE NORTHERLY FACE OF THE SOUTHERLY SEAWALL OF COLLINS CANAL, ALSO BEING THE MEAN HIGH WATER LINE OF COLLINS CANAL, A DISTANCE OF 100.61 FEET; THENCE N58°09'51"E, ALONG SAID NORTHERLY FACE AND MEAN HIGH WATER LINE EXTENDING ACROSS AN EXISTING BASIN, A DISTANCE OF 115.45 FEET; THENCE S01°58'48"E A DISTANCE OF 73.28 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 32°04'40", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE INTERSECTION WITH THE SOUTHERLY LINE OF SAID PARCEL II, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,375 SQUARE FEET OR 0.1 ACRES MORE OR LESS.

PARCEL "B"

BEING A PARCEL OF LAND LYING IN A PORTION LOTS 8 AND 9, BLOCK 17, ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45, AS RECORDED IN PLAT BOOK 6, PAGE 165 AND A PORTION OF LOT 11, BLOCK 41, ALTON BEACH REALITY CO'S PLAT OF BELLEVIEW SUBDIVISION, AS

RECORDED IN PLAT BOOK 6, PAGE 114, AND A PORTION OF PARCEL I AND PARCEL II AS DESCRIBED IN OFFICIAL RECORD BOOK 16504, PAGE 3555 ALL BEING RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCE AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 17, OF SAID ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45; THENCE S88°01'12"W, ALONG THE NORTHERLY RIGHT OF WAY LINE OF 17TH STREET, SAID LINE ALSO BEING THE SOUTHERLY LINE OF BLOCK 17, A DISTANCE OF 125.66 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S88°01'12"W ALONG SAID LINE A DISTANCE OF 9.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 30°47'46", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.69 FEET; THENCE N32°46'34"W RADIAL TO SAID CURVE A DISTANCE OF 13.95 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL II OF AFORESAID OFFICIAL RECORD BOOK 16504, PAGE 3555; THENCE N75°10'30"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 40.56 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 32°04'40" (CHORD WHICH BEARS N14°03'32"E) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 14.00 FEET; THENCE N01°58'48"E, TO THE INTERSECTION WITH THE NORTHERLY FACE OF THE SOUTHERLY SEAWALL OF COLLINS CANAL, ALSO BEING THE MEAN HIGH WATER LINE OF COLLINS CANAL, A DISTANCE OF 73.28 FEET; THENCE N58°09'51"E, ALONG SAID NORTHERLY FACE AND SAID MEAN HIGH WATER LINE, A DISTANCE OF 80.71 FEET; THENCE S01°58'48"E A DISTANCE OF 113.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE TO THE INTERSECTION WITH THE SAID NORTHERLY RIGHT OF WAY LINE OF 17TH STREET AND SAID SOUTHERLY LINE OF BLOCK 17, A DISTANCE OF 39.27 TO THE POINT OF BEGINNING.

CONTAINING 8,465 SQUARE FEET OR 0.2 ACRES MORE OR LESS.

PARCEL "C"

BEING A PARCEL OF LAND LYING IN A PORTION LOTS 7, 8 AND 9, BLOCK 17, ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45, AS RECORDED IN PLAT BOOK 6, PAGE 165 AND A PORTION OF PARCEL I AS DESCRIBED IN OFFICIAL RECORD BOOK 16504, PAGE 3555, ALL BEING RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

BEGIN AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 17, OF SAID PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45; THENCE S88°01'12"W

ALONG THE NORTHERLY RIGHT OF WAY LINE OF 17TH STREET, SAID LINE ALSO BEING THE SOUTHERLY LINE OF BLOCK 17, A DISTANCE OF 125.66, FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET; THENCE N01°58'48"E TO THE INTERSECTION WITH THE NORTHERLY FACE OF THE SOUTHERLY SEAWALL OF COLLINS CANAL, ALSO BEING THE MEAN HIGH WATER LINE OF COLLINS CANAL, A DISTANCE OF 113.46 FEET; THENCE N58°09'51"E ALONG SAID NORTHERLY FACE AND SAID MEAN HIGH WATER LINE, TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 7, SAID LINE ALSO BEING THE WESTERLY LINE OF ALTON COURT, A DISTANCE OF 173.72 FEET; THENCE S01°58'48"E, ALONG SAID LINE, A DISTANCE OF 224.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,239 SQUARE FEET OR 0.6 ACRES MORE OR LESS.

EXHIBIT B

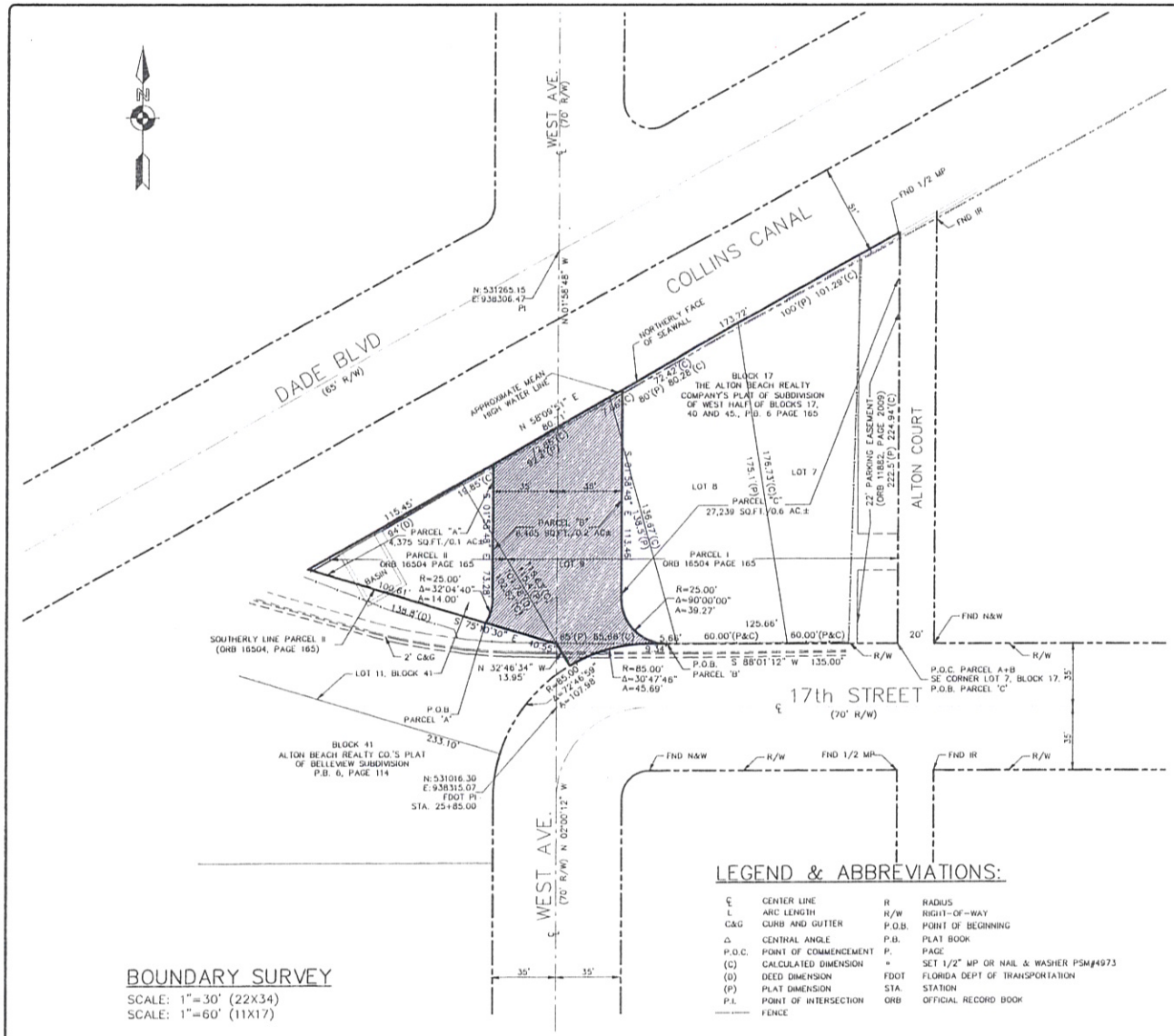
SURVEY OF PARCEL A, PARCEL B and PARCEL C

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the original filed in this office on MAY 14 2012 day of
WITNESS my hand and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By D.C. 6047

CIRCUIT AND COUNTY COURTS · MIAMI-DADE COUNTY, FLORIDA · IN GOD WE TRUST

OR BK 28108 PG 4712
LAST PAGE

EXHIBIT B



BOUNDARY SURVEY
SCALE: 1"=30' (22X34)
SCALE: 1"=60' (11X17)

LEGEND & ABBREVIATIONS:

℄	CENTER LINE	R	RADIUS
L	ARC LENGTH	R/W	RIGHT-OF-WAY
C&G	CURB AND GUTTER	P.O.B.	POINT OF BEGINNING
Δ	CENTRAL ANGLE	P.B.	PLAT BOOK
P.O.C.	POINT OF COMMENCEMENT	P.	PAGE
(C)	CALCULATED DIMENSION	∘	SET 1/2" MP OR NAIL & WASHER PSM#4973
(D)	DEED DIMENSION	FDOT	FLORIDA DEPT OF TRANSPORTATION
(P)	PLAT DIMENSION	STA.	STATION
P.I.	POINT OF INTERSECTION	ORB	OFFICIAL RECORD BOOK
———	FENCE		

LEGAL DESCRIPTION

PARCEL "A"

BEING A PARCEL OF LAND LYING IN A PORTION LOT 9 , BLOCK 17, ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45, AS RECORDED IN PLAT BOOK 6, PAGE 165 AND A PORTION OF LOT 11, BLOCK 41, ALTON BEACH REALITY CO'S PLAT OF BELLEVIEW SUBDIVISION, AS RECORDED IN PLAT BOOK 6 PAGES 114, AND A PORTION OF PARCEL 2 AS DESCRIBED IN OFFICIAL RECORD BOOK 16504, PAGE 3555 ALL BEING RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCE AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 17 OF SAID ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45, THENCE S88°0'12"W, ALONG THE NORTHERLY RIGHT OF WAY LINE OF 17TH STREET, SAID LINE ALSO BEING THE SOUTHERLY LINE OF BLOCK 17, A DISTANCE OF 135.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 30°47'46", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.69 FEET, THENCE N32°46'34"E RADIAL TO SAID CURVE A DISTANCE OF 13.95 FEET, TO A POINT ON THE SOUTHERLY LINE OF PARCEL II OF AFORESAID OFFICIAL RECORD BOOK 16504, PAGE 3555, THENCE N75°10'30"W ALONG SAID SOUTHERLY LINE A DISTANCE OF 40.55 TO THE POINT OF BEGINNING, THENCE CONTINUE N75°10'30"E ALONG SAID SOUTHERLY LINE TO THE INTERSECTION WITH THE NORTHERLY FACE OF THE SOUTHERLY SEAWALL OF COLLINS CANAL, ALSO BEING THE MEAN HIGH WATER LINE OF COLLINS CANAL, A DISTANCE OF 100.61 FEET, THENCE N58°09'51"E, ALONG SAID NORTHERLY FACE AND MEAN HIGH WATER LINE EXTENDING ACROSS AN EXISTING BASIN, A DISTANCE OF 115.45 FEET, THENCE S01°58'48"E A DISTANCE OF 73.28 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 32°04'40", THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE INTERSECTION WITH THE SOUTHERLY LINE OF SAID PARCEL II, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING

CONTAINING 4,375 SQUARE FEET OR 0.1 ACRES MORE OR LESS.

PARCEL "B"

BEING A PARCEL OF LAND LYING IN A PORTION LOTS 8 AND 9, BLOCK 17, ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45, AS RECORDED IN PLAT BOOK 6, PAGE 165 AND A PORTION OF LOT 11, BLOCK 41, ALTON BEACH REALITY CO'S PLAT OF BELLEVIEW SUBDIVISION, AS RECORDED IN PLAT BOOK 6, PAGE 114, AND A PORTION OF PARCEL I AND PARCEL II AS DESCRIBED IN OFFICIAL RECORD BOOK 16504, PAGE 3555 ALL BEING RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCE AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 17, OF SAID ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45, THENCE S88°0'12"W, ALONG THE NORTHERLY RIGHT OF WAY LINE OF 17TH STREET, SAID LINE ALSO BEING THE SOUTHERLY LINE OF BLOCK 17, A DISTANCE OF 125.66 FEET TO THE POINT OF BEGINNING, THENCH CONTINUE S88°0'12"W ALONG SAID LINE A DISTANCE OF 9.34 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 85.00 FEET, A CENTRAL ANGLE OF 30°47'46", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 45.69 FEET, THENCE N32°46'34"W RADIAL TO SAID CURVE A DISTANCE OF 13.95 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL II OF AFORESAID OFFICIAL RECORD BOOK 16504, PAGE 3555, THENCE N75°10'30"E ALONG SAID SOUTHERLY LINE A DISTANCE OF 40.56 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 32°04'40" (CHORD WHICH BEARS N14°03'32"E) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 14.00 FEET, THENCE N01°58'48"E, TO THE INTERSECTION WITH THE NORTHERLY FACE OF THE SOUTHERLY SEAWALL OF COLLINS CANAL, ALSO BEING THE MEAN HIGH WATER LINE OF COLLINS CANAL, A DISTANCE OF 73.28 FEET, THENCE N58°09'51"E, ALONG SAID NORTHERLY FACE AND SAID MEAN HIGH WATER LINE, A DISTANCE OF 80.71 FEET, THENCE S01°58'48"E A DISTANCE OF 113.46 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THENCE SOUTHEASTERLY ALONG ARC OF SAID CURVE TO THE INTERSECTION WITH THE SAID NORTHERLY RIGHT OF WAY LINE OF 17TH STREET AND SAID SOUTHERLY LINE OF BLOCK 17, A DISTANCE OF 39.27 TO THE POINT OF BEGINNING

CONTAINING 8,465 SQUARE FEET OR 0.2 ACRES MORE OR LESS

PARCEL "C"

BEING A PARCEL OF LAND LYING IN A PORTION LOTS 7, 8 AND 9, BLOCK 17, ALTON REALITY COMPANY'S PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45, AS RECORDED IN PLAT BOOK 6, PAGE 165 AND A PORTION OF PARCEL I AS DESCRIBED IN OFFICIAL RECORD BOOK 16504, PAGE 3555, ALL BEING RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

BEGIN AT THE SOUTHEAST CORNER OF LOT 7, BLOCK 17, OF SAID PLAT OF SUBDIVISION OF WEST HALF OF BLOCKS 17, 40 AND 45, THENCE S88°0'12"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF 17TH STREET, SAID LINE ALSO BEING THE SOUTHERLY LINE OF BLOCK 17, A DISTANCE OF 125.66, FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.27 FEET, THENCE N01°58'48"E TO THE INTERSECTION WITH THE NORTHERLY FACE OF THE SOUTHERLY SEAWALL OF COLLINS CANAL, ALSO BEING THE MEAN HIGH WATER LINE OF COLLINS CANAL, A DISTANCE OF 113.46 FEET, THENCE N58°09'51"E ALONG SAID NORTHERLY FACE AND SAID MEAN HIGH WATER LINE, TO THE INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 7, SAID LINE ALSO BEING THE WESTERLY FACE OF THE SOUTHERLY SEAWALL OF COLLINS CANAL, ALSO BEING THE MEAN HIGH WATER LINE OF COLLINS CANAL, A DISTANCE OF 173.72 FEET, THENCE S01°58'48"E, ALONG SAID LINE, A DISTANCE OF 224.94 FEET TO THE POINT OF BEGINNING

CONTAINING 27,239 SQUARE FEET OR 0.6 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983 ADJUSTMENT OF 1990 (NAD 83-90).

2. BEARINGS AND STATE PLANE COORDINATES AS SHOWN HEREON ARE RELATIVE TO FDOT PROJECT NETWORK CONTROL SPECIFIC PURPOSE SURVEY OF BASELINE SURVEY OF WEST AVENUE AND DADE BOULEVARD AND ARE BASED UPON FOUND SURVEY CONTROL POINTS, BRASS DISK STAMPED BM&PS 87-11-P801, POINT NAME C01, LOCATED SOUTHERLY OF THE CENTER LINE OF DADE BOULEVARD AND THE NORTHERLY EXTENSION OF BAY ROAD FOUND BRASS DISK STAMPED BM&PS 87-11-P803, POINT NAME C03, LOCATED AT THE SOUTHWEST CORNER OF THE INTERSECTION OF BAY ROAD AND LINCOLN ROAD.

3. UNDERGROUND AND AERIAL IMPROVEMENTS HAVE NOT BEEN LOCATED.

4. THE LOCATION OF THE APPROXIMATE MEAN HIGH WATER LINE DOES NOT PURPORT TO S.S. CHAPTER 177, PART 2, FLORIDA COASTAL MAPPING ACT OF 1974. THIS NOTE IS REQUIRED BY THE STATE OF FLORIDA.

I HEREBY CERTIFY: that this "BOUNDARY SURVEY" is correct and meets the Minimum Technical Standards for Land Surveying in the State Florida as set fourth in Chapter 472.027 (F.S.) and Chapter 5J-17 of the Florida Administrative Code.
Not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper.

BRIAN T. BELLINO
CITY SURVEYOR
P.S.M. No.4973
STATE OF FLORIDA

MARCH 23, 2012
DATE

MIAMIBEACH
PUBLIC WORKS DEPARTMENT
1700 CONVENTION CENTER DRIVE, MIAMI BEACH, FL 33139

NEIGHBORHOOD: CITY CENTER NEIGHBORHOOD NO. 9
TITLE: BOUNDARY SURVEY OF PROPOSED BRIDGE SITE AT WEST AV & DADE BLVD

CITY MANAGER: JORGE GONZALEZ
DIRECTOR: FRED H. BECKMANN, P.E.
ACTING CITY ENGINEER: RICHARD W. SALTRICK, P.E.

ENGINEER OF RECORD:
DESIGN ENGINEER:
DRAWN BY: L.F.
CHECKER: B.B.
SCALE: AS SHOWN

NO	DATE	REVISION	APP'D BY
5			
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File name: F:\WORK\ALL\CAD-DWG\PROJECTS\SM\SM-2012E(Prop Bridge West Av & SM-2012E.dwg
Field Book: N/A Page: N/A Job Order: N/A
Date: 3/23/2012
Sheet: 1 of 1 Drawing: EC-1