

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, THE FOLLOWING DOCUMENTS IN CONNECTION WITH THE DEVELOPMENT OF THE COLLINS PARK ARTIST WORKFORCE HOUSING PROJECT ON THE CITY-OWNED LAND LOCATED AT 224 23RD STREET (THE "PROPERTY"), PURSUANT TO A DEVELOPMENT AGREEMENT AND ASSOCIATED GROUND LEASE: (1) A TERMINATION AND RELEASE OF EASEMENT, IN THE DRAFT FORM ATTACHED TO THIS RESOLUTION AS EXHIBIT "1", RELATING TO A NON-EXCLUSIVE UTILITY EASEMENT IN FAVOR OF FLORIDA POWER & LIGHT ("FPL"), RECORDED IN OFFICIAL RECORDS BOOK 21250, AT PAGE 620, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN A PORTION OF LOT 11, IN BLOCK 2, OF THE AMENDED MAP OF OCEAN FRONT PROPERTY OF THE MIAMI BEACH IMPROVEMENT COMPANY, RECORDED IN PLAT BOOK 5, AT PAGE 7 (THE "PLAT"), THAT PROVIDES ELECTRICAL SERVICES TO THE MIAMI BEACH REGIONAL LIBRARY AT THE PROPERTY; (2) A NEW 10 FOOT WIDE NON-EXCLUSIVE UTILITY EASEMENT IN FAVOR OF FPL, IN THE DRAFT FORM ATTACHED TO THIS RESOLUTION AS EXHIBIT "2", HAVING APPROXIMATELY 1,702 SQUARE FEET AND LYING IN A PORTION OF LOTS 7, 8, 9 AND 11, IN BLOCK 2, OF THE PLAT, REPLACING THE TERMINATED EASEMENT, TO PROVIDE ELECTRICAL SERVICES TO THE LIBRARY; AND (3) A NEW NON-EXCLUSIVE UTILITY EASEMENT IN FAVOR OF FPL, IN THE DRAFT FORM ATTACHED TO THIS RESOLUTION AS EXHIBIT "3", HAVING APPROXIMATELY 1,302 SQUARE FEET AND LYING IN A PORTION OF LOTS 7 AND 9, IN BLOCK 2, OF THE PLAT, TO PROVIDE ELECTRICAL SERVICES TO THE DEVELOPED PROJECT; AND FURTHER, AUTHORIZING THE CITY MANAGER TO FINALIZE AND EXECUTE THE DOCUMENTS.

WHEREAS, the City owns the property located at 224 23rd Street, within the Collins Park Cultural District (the "Property"), which was formerly a 21-space surface parking lot adjacent to the Miami Beach Regional Library (the "Library") and the Collins Park Garage (G12); and

WHEREAS, pursuant to a Declaration of Restrictive Covenants in Lieu of Unity of Title, recorded on March 2, 2022, in Official Records Book 33044, at Page 3500, of the Public Records of Miami-Dade County, Florida ("Public Records"), the Property is a unified development site with the Library, which is owned by the City and operated by Miami-Dade County under an interlocal cooperation agreement; and

WHEREAS, on November 13, 2002, the Mayor and City Commission adopted Resolution No. 2002-25063, approving a Non-exclusive Easement to Florida Power & Light Company (FPL) for the provision of underground distribution facilities, a transformer pad, and a vault at the Library site to supply electrical power, which Non-exclusive Easement is recorded in Official Records Book 21250, at Page 620, of the Public Records ("Recorded Easement"); and

WHEREAS, on January 18, 2019, the City issued Invitation to Negotiate (ITN) 2019-099-KB (the "ITN"), seeking proposals for a mixed-use residential workforce housing development (the "Collins Park Artist Workforce Housing Project" or "Project"), encouraging proposers to include dormitory space for the Miami City Ballet, Inc., a not-for-profit organization with nearby headquarters; and

WHEREAS, on January 13, 2021, the Mayor and City Commission adopted Resolution No. 2021-31553, approving a Development Agreement with Servitas, LLC ("Servitas" or "Developer"), the sole remaining proposer under the ITN for the development of the Collins Park Artist Workforce Housing Project, containing residential workforce housing units for artists, teachers, and other income-eligible tenants; dormitory housing intended for use by Miami City Ballet, Inc. (the "Ballet"), to support the Miami City Ballet's dance education and other programs or, if an agreement with the Ballet could not be reached, additional workforce housing units; and ground floor retail or cultural space; and

WHEREAS, on January 13, 2021, in a companion agenda item, the Mayor and City Commission adopted Resolution No. 2021-31554, approving a Ground Lease Agreement with Community Finance Corporation, a not-for-profit corporation, or an affiliate thereof for the development, financing, construction and operation of the Project (the "Ground Lease"); and

WHEREAS, on May 17, 2023, the Mayor and City Commission adopted Resolution No. 2023-32619, approving revisions to the Ground Lease between the City and CFC—MB I, LLC, a wholly owned affiliate of Community Finance Corporation ("Lessee"), to reflect the City's additional monetary contribution to the Project, which Ground Lease was executed by the City and Lessee as of June 1, 2023; and

WHEREAS, the Project broke ground on July 27, 2023, construction is approximately 75% complete, and the Project is anticipated to reach substantial completion by spring 2025; and

WHEREAS, the Project will feature a 7-story housing facility, having approximately 74,000 square feet, and including public or cultural arts space on a portion of the ground floor, dormitory housing for the Miami City Ballet's dance education program, and 80 workforce housing units, prioritizing income-eligible artists, educators, City employees, veterans, and other members of the Miami Beach workforce; and

WHEREAS, development of the Project necessitates the termination of the existing Recorded Easement for FPL services to the Library, and replacing it with a new 10-foot-wide perpetual, non-exclusive Easement, in the draft form attached to this Resolution as Exhibit "2", having approximately 1,702 square feet, located along the perimeter of the Property, to maintain electrical service to the Library; and

WHEREAS, connecting the Project to the FPL power system requires the installation of an FPL vault room on the Property, and FPL has requested a perpetual, non-exclusive Easement within the Project site, in the draft form attached to this Resolution as Exhibit "3", having approximately 1,302 square feet, to accommodate the vault and related facilities; and

WHEREAS, in order to permit FPL to access, construct, operate, and maintain above-ground and related below-ground facilities to ensure electrical service for both the Library and the Project, the Administration recommends that the Mayor and City Commission approve, in substantial form: (1) the Termination and Release of Easement, in the draft form attached to this Resolution as Exhibit "1", terminating and releasing the Recorded Easement; (2) a new 10 foot wide non-exclusive utility Easement in favor of FPL, in the draft form attached to this Resolution as Exhibit "2"; and (3) a new non-exclusive utility Easement in favor of FPL, in the draft form attached to this Resolution as Exhibit "3"; and further, authorize the City Manager to finalize and execute the documents.

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, in substantial form, the following documents in connection with the development of the Collins Park Artist Workforce Housing Project on the City-owned land located at 224 23rd Street (the "Property"), pursuant to a Development Agreement and associated Ground Lease: (1) a Termination and

Release of Easement, in the draft form attached to this Resolution as Exhibit "1", relating to a Non-exclusive Utility Easement in favor of Florida Power & Light ("FPL"), recorded in Official Records Book 21250, at Page 620, of the Public Records of Miami-Dade County, Florida, lying in a portion of Lot 11, in Block 2, of the Amended Map of Ocean Front Property of the Miami Beach Improvement Company, recorded in Plat Book 5, at Page 7 (the "Plat"), that provides electrical services to the Miami Beach Regional Library at the Property; (2) a new 10 foot wide non-exclusive utility Easement in favor of FPL, in the draft form attached to this Resolution as Exhibit "2", having approximately 1,702 square feet and lying in a portion of Lots 7, 8, 9 and 11, in Block 2, of the Plat, replacing the terminated easement, to provide electrical services to the Library; and (3) a new non-exclusive utility Easement in favor of FPL, in the draft form attached to this Resolution as Exhibit "3", having approximately 1,302 square feet and lying in a portion of Lots 7 and 9, in Block 2, of the Plat, to provide electrical services to the developed Project; and further, authorize the City Manager to finalize and execute the documents.

PASSED and **ADOPTED** this ____ day of _____, 2024.

Steven Meiner, Mayor

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney *[Signature]*

11/26/2024
Date

“DRAFT”

EXHIBIT “1”

This instrument prepared by or under the supervision of
(and after recording should be returned to):

Name: Ricardo J. Dopico, City Attorney
Address: City of Miami Beach, Florida
Office of the City Attorney, 4th Floor
1700 Convention Center Drive
Miami Beach, Florida 33139

Folio No. 02-3226-001-0460

TERMINATION AND RELEASE OF EASEMENT

THIS TERMINATION AND RELEASE OF EASEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2024, by and among the **CITY OF MIAMI BEACH, FLORIDA**, a municipal corporation of the State of Florida, located at 1700 Convention Center Drive, Miami Beach, Florida 33139 (the “**City**”), owner of the property located at 224 23rd Street, Miami Beach, Florida 33139 (the “**Property**”), the **FLORIDA POWER & LIGHT COMPANY (“FPL”)**, and **CFC-MB I, LLC**, a liability company organized and existing under the laws of the State of Arizona (the “**Ground Lessee**”).

WHEREAS, the City is fee simple owner of the Property, more particularly described in **Exhibit “A”**, which is leased to the Ground Lessee pursuant to that certain Ground Lease Agreement, dated as of June 1, 2023, by and between the City and Ground Lessee; and

WHEREAS, the Property is encumbered by a 10-foot perpetual, recorded utility easement in favor of FPL, which includes underground distribution facilities, a transformer pad and a vault, to supply electrical power to the public library on the Property (the “**Easement**”); and

WHEREAS, the Easement runs across the Property, and is recorded in Official Records Book 21250, at Page 620, of the Public Records of Miami-Dade County, Florida, a copy of which is attached hereto as **Exhibit “B”**, and is more particularly described as follows:

Commence at the northwest corner of Lot 11, Block 2, as shown in AMENDED MAP OF OCEAN FRONT PROPERTY OF THE MIAMI BEACH IMPROVEMENT COMPANY, recorded in Plat Book 5, at Page 7 and 8, Public Records of Miami-Dade County, Florida; thence South 19° 57' 10.6" West, along the west line of said Block 2 for a distance of 64.00 feet to the POINT OF BEGINNING; thence South 70° 02' 49.4" East, parallel to the north line of said Block 2 for distance of 134.42 feet; thence South 19° 57' 10.6" West for a distance of 36.00 feet, thence South 70° 02' 49.4" East for a distance of 12.58 feet; thence South 19° 57' 10.6" West for a distance of 10.00 feet; thence North 70° 02' 49.4" West for a distance of 12.58 feet; thence South 19° 57' 10.6" West for a distance of 4.00 feet; thence South 70° 02' 49.4" East for 0 distance of 6.25 feet; thence South 19° 57' 10.6" West for a distance of 11.83 feet; thence North 70° 02' 49.4" West for a distance of 16.25 feet; thence North 19° 57' 10.6" East for a distance of 51.83 feet; thence North 70° 02' 49.4" West for a distance of 124.42 feet to a point. Said point located in the west line of the above-mentioned Block 2; thence North 19° 57' 10.6" East, along the west line of said Block 2 for a distance of 10.00 feet to the POINT OF BEGINNING.

“DRAFT”

WHEREAS, in connection with the unified development of the Property, which will include the development of the Collins Park Artist Workforce Housing Project, alongside the existing library, the Easement will need to be terminated and released and a new easement granted in favor of FPL, at a different location on the Property; and

WHEREAS, on October 30, 2024, the Mayor and City Commission adopted Resolution No. 2024-_____, approving and authorizing the City Manager and City Clerk to execute: (1) this Agreement, terminating and releasing the Easement, and (2) a new easement in favor of FPL, replacing the terminated easement, to provide electrical services to the existing Library.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner, City and Ground Lessee agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Easement is hereby fully canceled, terminated, extinguished and released and shall have no further force or effect and shall no longer bind the Property set forth therein.
3. Owner, City and Ground Lessee hereby direct the Clerk of the Court, Miami-Dade County, Florida to cancel the same of record.

[Signatures on following Pages]

Notary: _____
 Print Name: _____
 NOTARY PUBLIC, STATE OF _____
 My commission expires _____

“DRAFT”

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2024.

WITNESSES:

FLORIDA POWER & LIGHT COMPANY:

Signature

Individual Signature

Print Name

Print Name

Address: _____

Signature

Individual Signature

Print Name

Print Name

Address: _____

STATE OF _____)

SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024 by _____ who is personally known to me or produced _____ as identification and did not take an oath.

[NOTARIAL SEAL]

Notary: _____

Print Name: _____

NOTARY PUBLIC, STATE OF _____

My commission expires _____

“DRAFT”

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2024.

GROUND LESSEE:

WITNESSES:

CFC-MB I, LLC, an Arizona limited liability company

Individual Signature

Print Name

Address: _____

Individual Signature

Print Name

Address: _____

BY: COMMUNITY FINANCE CORPORATION, an Arizona nonprofit corporation, its sole member

Individual Signature

Print Name

STATE OF _____)

COUNTY OF _____)

SS:

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024 by _____, as _____ of **COMMUNITY FINANCE CORPORATION**, an Arizona nonprofit corporation, as sole member of **CFC-MB I LLC**, an Arizona limited liability company, who is personally known to me or produced _____ as identification and did not take an oath.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

“DRAFT”

Exhibit “A”

Legal Description of Property

Folio Number: 02-3226-001-0460

Lots 7, 9 and 11, less the Northern 10 feet for right of way, and the northern 25 feet of Lots 10 and 12, Block 2, Amended Map of The Ocean Front Property of the Miami Beach Improvement Company, according to the map or plat thereof, as recorded in Plat Book 5, Page 7, Public Records of Miami-Dade County, Florida.

“DRAFT”

Exhibit “B”

Recorded Easement



Work Order No. _____

Non-exclusive EASEMENT

CFN 2003R0315781
 DR Bk 21250 Pgs 0620 - 6261 (7pgs)
 RECORDED 05/15/2003 09:22:33
 DEED DOC TAX 0.60
 SURTAX 0.45
 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

Sec. 34, Twp. 53, S, Rge. 42 E

This Instrument Prepared by

 Parcel I.D. # 02 3226 001 0460
 (Maintained by County Appraiser)

 Name: Raul Aguila, Esq.
 Co. Name: City of Miami Beach
 Address: 1700 Convention Ctr. Dr.
Miami Beach, FL 33139

The undersigned, City of Miami Beach, Florida (Grantor), in consideration of the payment of \$10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns (Grantee), a non-exclusive easement forever for the construction, operation and maintenance of ~~overhead~~ and underground electric utility facilities, a transformer pad and vault (including wire, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10' feet in width described as follows:

See attached Exhibit "A" for Miami Beach Regional Library

Together with the right to permit any other person, firm or corporation to ~~attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same~~ only for grantee's communication purposes: the right of ingress and egress to said easement at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside the easement area which might interfere with or fall upon the lines or systems of ~~communications or~~ power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights herein above granted on the land heretofore described. This easement area will revert to the grantor and all rights discontinued when its use is not required for the intended property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on November 13, 2002
 Signed, sealed and delivered
 in the presence of:

CITY OF MIAMI BEACH/GRANTOR

 By: [Signature]
 Mayor's (President's signature)
Print Name: DAVID DERMER
 Print Address: 1700 Convention Ctr. Dr
Miami Beach, FL., 33139
Print Name [Signature]

(Witness Signature)

(Witness)

 Attest: [Signature]
 City Clerk's (Secretary's signature)
Print Name: Robert Parcher
 Print Address: 1700 Convention Ctr. Dr
Miami Beach, FL., 33139
Print Name [Signature]

(Witness)

**APPROVED AS TO
 FORM & LANGUAGE
 & FOR EXECUTION**
[Signature] 11-6-02
 City Attorney Date

(Corporate Seal)

STATE OF Florida AND COUNTY OF Miami-Dade. The foregoing instrument was acknowledged before me this 21ST day of November, 2002, by David Dermer, and Robert Parcher, respectively the Mayor and City Clerk of the City of Miami Beach, a Florida corporation/municipality, on behalf of said municipality corporation, who are personally known to me or have produced as identification and acknowledged (did not) take an oath.

My Commission Expires:

 OFFICIAL NOTARY SEAL
 LILLIAN BEAUCHAMP
 NOTARY PUBLIC STATE OF FLORIDA
 COMMISSION NO. DD109289
 MY COMMISSION EXP. APR. 29, 2006

[Signature]
 Notary Public, Signature
 Print Name Lillian Beauchamp

F:\WORK\BALLYGK\EASEMENT\regis - proceed.doc

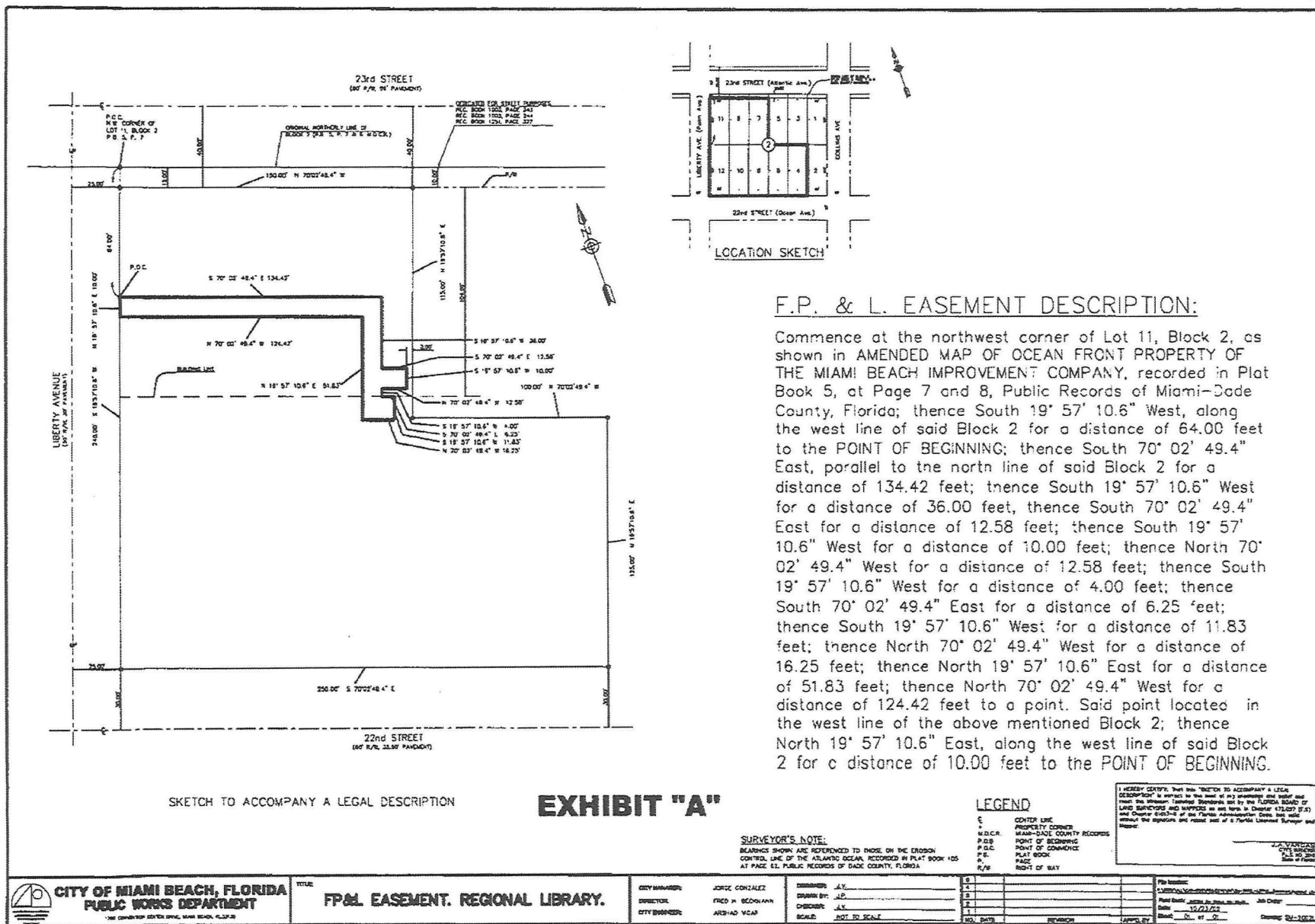


EXHIBIT "2"

"DRAFT"

UNDERGROUND EASEMENT
(BUSINESS)

Work Request No. _____

Sec. 34, Twp 53, Rge 42 E

Parcel I.D. 02-3226-001-0460
(Maintained by County Appraiser)

This Instrument Prepared By
Name: Gisela Torres Esq.
Co. Name: City of Miami Beach, Florida
Address: 1700 Convention Center Dr
Miami Beach, Florida 33139

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with electric service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

City of Miami Beach

(Witness' Signature)

By: _____

Print Name: _____
(Witness)

Print Name: _____

Print Address: _____

Print Title: _____

Print Address: _____

(Witness' Signature)

Print Name: _____

Print Address: _____

STATE OF FLORIDA AND COUNTY OF MIAMI-DADE. The foregoing instrument was acknowledged before me by [] physical presence or [] on-line notarization, this _____ day of _____, 20__, by _____, the _____ of the City of Miami Beach, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires: _____

"Draft"

Non-Exclusive Underground Easement (Business) - 02-3226-001-0460

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2024.

GROUND LESSEE:

WITNESSES:

CFC-MB I, LLC, an Arizona limited liability company

Individual Signature

Print Name

Address: _____

Individual Signature

Print Name

Address: _____

BY: COMMUNITY FINANCE CORPORATION, an Arizona nonprofit corporation, its sole member

Individual Signature

Print Name

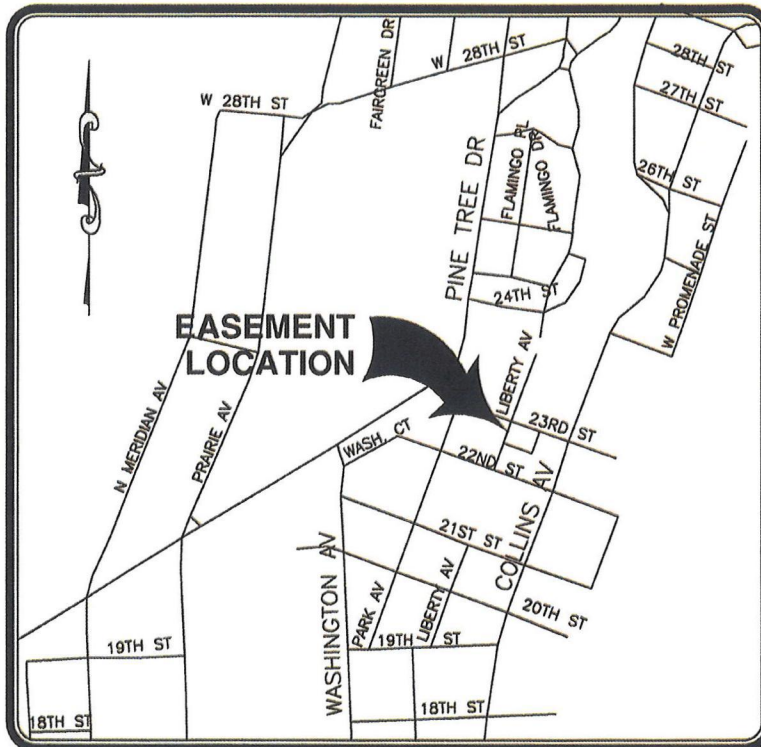
STATE OF _____)
COUNTY OF _____)

SS:

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024 by _____, as _____ of COMMUNITY FINANCE CORPORATION, an Arizona nonprofit corporation, as sole member of CFC-MB I LLC, an Arizona limited liability company, who is personally known to me or produced _____ as identification and did not take an oath.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____



TOWNSHIP 53S - RANGE 42E - SECTION 27

LOCATION MAP

N.T.S.

LEGAL DESCRIPTION: (10' FLORIDA POWER & LIGHT COMPANY EASEMENT)

A PORTION OF LOTS 7, 8, 9 AND 11, BLOCK 2, ACCORDING TO THE PLAT OF "AMENDED MAP OF THE OCEAN FRONT PROPERTY OF THE MIAMI BEACH IMPROVEMENT COMPANY", AS RECORDED IN PLAT BOOK 5 AT PAGE 7 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 11; THENCE ALONG THE WEST LINE OF SAID LOT 11, SOUTH 19°24'55" WEST 100.00 FEET TO POINT OF BEGINNING;

THENCE SOUTH 70°05'35" EAST 147.00 FEET; THENCE SOUTH 19°54'25" WEST 10.00 FEET; THENCE NORTH 70°05'35" WEST 12.58 FEET; THENCE SOUTH 19°54'25" WEST 4.00 FEET; THENCE SOUTH 70°05'35" EAST 6.25 FEET; THENCE SOUTH 19°54'25" WEST 11.83 FEET; THENCE NORTH 70°05'35" WEST 16.25 FEET; THENCE NORTH 19°54'25" EAST 15.83 FEET; THENCE NORTH 70°05'35" WEST 124.42 FEET; THENCE ALONG SAID WEST LINE OF LOT 11, NORTH 19°54'25" EAST 10.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN CITY OF MIAMI BEACH, MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 1702 SQUARE FEET (0.039 ACRES) MORE OR LESS.

SEE SHEET 2 OF 2 FOR SKETCH

SKETCH & DESCRIPTIONTHIS SKETCH DOES NOT
REPRESENT A BOUNDARY SURVEY

9/24/24	REVISE EASEMENT		LP	MR	
DATE	REVISIONS		DRN	CHK	
DRAWN BY:	SE	CHECKED BY:	MR		

CERTIFIED TO:

CITY OF MIAMI BEACH

Martin P

Rossi

Digitally signed by
Martin P Rossi
Date: 2024.09.26
06:59:11 -04'00'

No. 5857

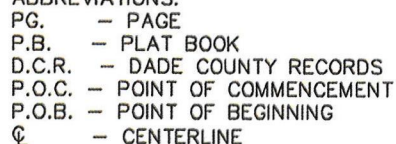
MILLER**EGG****STATE OF FLORIDA****PROFESSIONAL SURVEYOR**

South Florida Office: 5747 N. Andrews Way
Ft. Lauderdale, Florida - 33309-2364
954-436-7000 - Fax: 954-436-8664
www.millerlegg.com

I HEREBY CERTIFY THAT THIS SKETCH MEETS
STANDARDS OF PRACTICE AS SET FORTH BY THE
FLORIDA DEPARTMENT OF AGRICULTURE AND
CONSUMER SERVICES OF PROFESSIONAL
SURVEYORS AND MAPPERS IN CHAPTER 5J-17,
FLORIDA ADMINISTRATIVE CODE PURSUANT TO
SECTION 172.027, FLORIDA STATUTES,
DATED THIS 29th DAY OF JULY, 2021 A.D.

Martin P. Rossi
MARTIN P. ROSSI
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA REGISTRATION No. 5857
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER
CERTIFICATE OF AUTHORIZATION: LB6680

PROJECT NO.
20-00141FILE NO.
SH-1



FILE NO.
SH-2

EXHIBIT "3"

"DRAFT"

UNDERGROUND EASEMENT
(BUSINESS)

Work Request No. _____

Sec.34, Twp 53, Rge 42 E

Parcel I.D. 02-3226-001-0460
(Maintained by County Appraiser)

This Instrument Prepared By

Name: Gisela Torres Esq.
Co. Name: City of Miami Beach, Florida
Address: 1700 Convention Center Dr
Miami Beach, Florida 33139

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with electric service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

City of Miami Beach

(Witness' Signature)

Print Name: _____

(Witness)

Print Address: _____

By: _____

Print Name: _____

Print Title: _____

Print Address: _____

(Witness' Signature)

Print Name: _____

(Witness)

Print Address: _____

STATE OF FLORIDA AND COUNTY OF MIAMI-DADE. The foregoing instrument was acknowledged before me by [] physical presence or [] on-line notarization, this _____ day of _____, 20__, by _____, the _____ of the City of Miami Beach, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.

(Type of Identification)

My Commission Expires: _____

"Draft"

Non-Exclusive Underground Easement (Business) - 02-3226-001-0460

Signed, witnessed, executed and acknowledged on this ____ day of _____, 2024.

GROUND LESSEE:

WITNESSES:

CFC-MB I, LLC, an Arizona limited liability company

Individual Signature

BY: COMMUNITY FINANCE CORPORATION, an Arizona nonprofit corporation, its sole member

Print Name

Address: _____

Individual Signature

Print Name

Individual Signature

Print Name

Address: _____

STATE OF _____)
COUNTY OF _____)

SS:

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024 by _____, as _____ of COMMUNITY FINANCE CORPORATION, an Arizona nonprofit corporation, as sole member of CFC-MB I LLC, an Arizona limited liability company, who is personally known to me or produced _____ as identification and did not take an oath.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
NOTARY PUBLIC, STATE OF _____
My commission expires _____

LOCATION MAP

N.T.S.

A PORTION OF LOTS 7 AND 9, BLOCK 2, OF "AMENDED MAP OF THE OCEAN FRONT PROPERTY OF THE MIAMI BEACH IMPROVEMENT COMPANY", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5 AT PAGE 7 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 11 OF SAID BLOCK 2; THENCE ALONG THE WEST LINE OF SAID LOT 11, SOUTH 19°24'55" WEST 10.00 FEET; THENCE ALONG SOUTH RIGHT-OF-WAY LINE OF 23rd STREET ALSO BEING A LINE 10.00 FEET SOUTH AND PARALLEL WITH THE NORTH LINE OF SAID BLOCK 2, SOUTH 70°05'35" EAST 94.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 70°05'35" EAST 10.00 FEET; THENCE SOUTH 19°54'17" WEST 76.56 FEET; THENCE NORTH 70°05'43" WEST 38.41 FEET; THENCE NORTH 19°54'17" EAST 20.45 FEET; THENCE SOUTH 70°05'43" EAST 24.13 FEET; THENCE SOUTH 19°54'17" WEST 10.45 FEET; THENCE SOUTH 70°05'43" EAST 4.29 FEET; THENCE NORTH 19°54'17" EAST 66.56 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF MIAMI-BEACH, MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 1302 SQUARE FEET (0.030 ACRES) MORE OR LESS.

SKETCH & DESCRIPTION

THIS SKETCH DOES NOT
REPRESENT A BOUNDARY SURVEY

[illegible]



ABBREVIATIONS:

MILLER  **LEGG**

Certificate of Authorization L.B. 6680

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY

FILE NO.
SH-2