

# **“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

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### **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 23<sup>rd</sup> 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]

**“DRAFT”**

Signed, witnessed, executed and acknowledged on this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**CITY OF MIAMI BEACH, FLORIDA:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Rafael E. Granado, City Clerk  
Address: 1700 Convention Center Drive  
Miami Beach, Florida 33139

\_\_\_\_\_  
Eric T. Carpenter, P.E., City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Address: 1700 Convention Center Drive  
Miami Beach, Florida 33139

**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 Eric T. Carpenter, P.E., City Manager of the City of Miami Beach. He 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.

WITNESSES:

FLORIDA POWER & LIGHT COMPANY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Print Name  
Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Individual Signature

\_\_\_\_\_  
Print Name  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

# Non-exclusive EASEMENT

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

CFN 2003R0315781  
 DR Bk 21250 Pgs 0620 - 626; (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

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:

W. Noel  
 (Witness Signature)

Print Name W. Noel  
 (Witness)

Elizabeth Danner  
 (Witness Signature)

Print Name Elizabeth Danner  
 (Witness)

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

Attest: Robert Parcher  
 City Clerk's (Secretary's signature)  
 Print Name: Robert Parcher

Print Address: 1700 Convention Ctr. Dr.  
Miami Beach, FL 33139

[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 21<sup>ST</sup> day of November, 2002, by David Derner, 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 who did (did not) take an oath.

My Commission Expires:

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

Lillian Beauchamp  
 Notary Public, Signature  
 Print Name Lillian Beauchamp

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