

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

MITCHELL SCOTT NOVICK

CIVIL ACTION NO.:

Plaintiff,

vs.

CITY OF MIAMI BEACH, a Florida
municipal corporation, BHI MIAMI
LIMITED CORP., a Delaware Corporation,

Defendants.

_____ /

COMPLAINT FOR DECLARATORY RELIEF
CONCERNING SALE OF PUBLIC WATERFRONT LANDS
AND TRANSFER OF BEACH ACCESS RIGHT-OF-WAY
WITHOUT CITY CHARTER REQUIRED REFERENDA

Plaintiff MITCHELL SCOTT NOVICK (“NOVICK”) sues Defendant, THE CITY OF MIAMI BEACH (the “CITY”), a Florida municipal corporation, and Defendant, BHI MIAMI LIMITED CORP. (“BHI”) a Delaware corporation, and state:

INTRODUCTION

The Plaintiff NOVICK is a resident, business owner, real property owner, taxpayer and registered voter of the City of Miami Beach. This lawsuit concerns the unlawful sale of public waterfront property and transfer of public beach access right-of-way without holding City Charter required referenda. See §1.03(b)(1) and §1.03(d) of the Miami Beach Charter. The Charter *inter alia* mandates that it should be “liberally construed in the favor of the preservation of ...waterfront lands.” The sale and transfer should be declared void.

THE PARTIES, JURISDICTION AND VENUE

1. At 901 Collins Avenue, Miami Beach, Florida, Plaintiff NOVICK resides, owns real property, manages and owns a hotel business, pays taxes, and is registered as a voter in Miami Beach, Florida.

2. Defendant CITY is a political subdivision of the State of Florida.

3. Defendant BHI is the owner of the property located at 100 21st Street, Miami Beach, Miami-Dade County, Florida and conducts business in Miami-Dade County, Florida.

4. Defendant BHI is the beneficiary of the Resolution 2021-31723 vacating the right-of-way, which is the subject of this lawsuit. BHI obtained site plan approval of the Bvlgari Hotel relying upon the development rights derived from the vacation of the beach access right-of-way and transfer of City owned waterfront land.

5. This civil action seeks declaratory relief.

6. This Court has jurisdiction pursuant to Florida Statute §26.012 and Article V, Section 5 of The Constitution of the State of Florida.

7. The amount in controversy involves property and property rights exceeding \$7,400,000 exclusive of attorney's fees and costs, and real property located in Miami-Dade County.

8. All the acts and omissions that give rise to this lawsuit either occurred in Miami-Dade County, Florida or relate to real property and related business transactions in Miami-Dade County, Florida, located within this Court's territorial jurisdiction.

9. Accordingly, venue is proper in this Court.

10. All conditions precedent, if any, to the initiation and maintenance of this action have been performed, have occurred, are excused or have been waived.

**BHI PURCHASES SEAGULL HOTEL
PROPERTY FOR RENOVATION AND EXPANSION**

11. On or about January 9, 2020, Defendant BHI purchased the Seagull Hotel Property at 100 21st Street, Miami Beach, Florida.

12. Defendant BHI purchased the Seagull Hotel Property subject to the existing RM-3 zoning regulations, which *inter alia* provide a limit to the allowed square footage under the Floor Area Ratio ("FAR") development criteria.

13. Defendant BHI is proposing a major renovation of the existing building in order to brand it as a Bvlgari Hotel ("Bvlgari").

14. Defendant BHI seeks to enhance and enlarge the former Seagull Hotel Building by adding additions *inter alia*.

15. Under the City's code, the allowed developable square footage on a development site is limited by the FAR which is fixed and based on a multiple of the square footage of the land.

APPROVAL FOR BVLGARI HOTEL

16. Through its Historic Preservation Board, the CITY entered an order approving a Certificate of Appropriateness for the Bvlgari Hotel which included additional FAR square footage what would be derived from the sale of Miami Beach owned waterfront property and the vacation of the beach access right-of-way as described below.

17. BHI obtained approval from the CITY, including its Historic Preservation Board ("HPB"), for an enhanced and enlarged development plan consisting of a south building addition and an east building addition.

18. The Historic Preservation Board approved BHI's development plan relying on the additional square footage to be added to the building site to increase the square footage of the site to enable an enlargement of the total square footage of the structure calculated from the application of the FAR multiple.

**VACATION OF 21ST STREET BEACH ACCESS AND SALE OF
PUBLIC WATERFRONT PROPERTY**

19. In order for the CITY to gain the power and authority to sell and/or convey any City-owned waterfront property, the Miami Beach City Charter requires that said conveyance be approved by vote of the electorate in a referendum:

Disposition of City Property. The sale, exchange, conveyance, or lease of ten (10) years or longer (including option periods) of City-owned park, recreation, or waterfront property shall require approval of a majority of the voters in a City-wide referendum. This provision shall be liberally construed in the favor of the preservation of all park, recreation, and waterfront lands.

§1.03(b) 1, Miami Beach City Charter.

20. In order for the CITY to gain the power and authority to transfer any interest in a right-of-way that serves as access to the beach from Collins Avenue to the Erosion Control Line (formerly the Atlantic Ocean), the Miami Beach City Charter requires that vacation and transfer be approved by vote of the electorate in a referendum:

Public Beach Rights-of-Way. The sale, exchange, conveyance, lease, or any other transfer of any City interest in a public beach right-of-way (extending eastward from Collins Avenue/Ocean Drive to the erosion control line) shall require approval by a majority vote of the voters in a Citywide referendum, excluding permits of no greater than one year, and excluding the sale, exchange, conveyance, lease or any other transfer not exceeding 10% in width of such public beach right-of-way.

§1.03(d), Miami Beach City Charter.

21. BHI agreed to pay the CITY the sum of Seven Million Four Hundred Thousand Dollars (\$7,400,000) for the City to vacate greater than 10% of the width of the 21st Street right-of-way between Collins Avenue and the Atlantic Ocean. The CITY approved a Resolution vacating the right-of-way along 21st Street. A copy of the Resolution approving the vacation of the right-of-way, Resolution 2021-31723, without the supporting documents, is attached hereto as **Exhibit A. Below is the link to the Resolution with all supporting documents** which is incorporated as if attached hereto:

<https://docmgmt.miamibeachfl.gov/WebLink/DocView.aspx?id=272468&dbid=0&repo=CityClerk>

22. The challenged Resolution 2021-31723 provided that the CITY would vacate and convey part of its right-of-way along 21st Street from Collins Avenue east to allow the land underlying the right-of-way to be unified with the adjacent Seagull Hotel property to create a single development site. This would allow the FAR development rights, by virtue of square footage of the right-of-way, to be incorporated into the Bvlgari Hotel development to add approximately 13,500 square feet of developable area to the Bvlgari hotel.

23. The 21st Street right-of-way is part of a dedicated street formerly known as Park Avenue as described in Plat Book 5, pages 7-8, which extended from Collins Avenue to the Atlantic Ocean pursuant to the Plat. Plat Book 5, pages 7-8 is recorded in the official records of Miami-Dade County, a copy of which is attached hereto as **Exhibit B**.

24. In 1935, Oxford Gardens Inc. conveyed to the CITY all rights, title, interest, claim and estate in the waterfront property for the south half of Park Avenue (now known as 21st Street) extending east of the northeast corner of Lot 1 to the Atlantic Ocean

pursuant to the deed recorded in the official records of Miami-Dade County at Deed Book 1650, Page 119, a copy of which is attached hereto as **Exhibit C**.

25. The CITY and the public have continuously used 21st Street (Park Avenue) from Collins Avenue to the waters of the Atlantic Ocean as a street and/or right of way, beach access and waterfront property. The Plaintiff has used the sidewalk on the south side of 21st Street to walk to the beach and ocean and intends to continue to use that sidewalk as a means of access to the beach and ocean.

26. The CITY, the Board of Trustees of the Internal Improvement Trust Fund for the State of Florida ("State of Florida"), and Miami-Dade County, determined the erosion control line and adopted and approved a plat entitled Establishment of Erosion Control Line ("Erosion Control Line Plat") which was recorded in the official records of Miami-Dade County at Plat Book 105, Page 62, setting forth the erosion control line as it impacts 21st Street. A copy of the relevant portion of the Erosion Control Line Plat as it relates to 21st is attached hereto as **Exhibit D**.

27. The Mayor of the CITY signed the Erosion Control Line Plat pursuant to the authorization provided by Resolution 75-14696, a copy of which is attached hereto as **Exhibit E**.

28. The CITY adopted Resolution 75-14696 as the owners of the lands that abut the erosion control line. Pursuant to said Resolution, the CITY authorized the Mayor and the Clerk to execute all consent agreements required by Miami-Dade County covering all of the land owned by the CITY that abuts the Erosion Control Line.

29. Pursuant to the Erosion Control Line Plat, 21st Street, which was formerly known as Park Avenue, runs from Collins Avenue easterly to the Erosion Control Line.

30. By approving and adapting said plat, the CITY acknowledged that 21st runs easterly to the Erosion Control Line.

31. In order to transfer any interest in a right-of-way that serves access to the beach from Collins Avenue to the Erosion Control Line (formerly the Atlantic Ocean), or to convey waterfront property owned by the City, the Miami Beach City Charter requires that vacation to be approved by vote of the electorate in a referendum.

32. The CITY failed to hold a referendum as required by both §1.03(b)(1) and §1.03 (d) of the Miami Beach City Charter. The CITY's and BHI's Vacation and Right of Way Improvement Agreement for Seagull Hotel Site at 100 21 Street Agreement ("Vacation Agreement") that had been included in the City Commission Agenda and on the online agenda package included provisions that did not allow the closing to transfer and/or convey the right of way under the Vacation Agreement until the related Historic Preservation Order was final.

33. Without notice to the public and without a public hearing, Defendants CITY and BHI behind closed doors modified the Vacation Agreement to allow the CITY to proceed with the vacating and sale of the waterfront property before the Historic Preservation Order was final.

34. The Defendants executed and recorded in the public records the following documents to complete the vacation of the City's beach access right of way including the transfer of City waterfront property and the unification of that property with the Seagull Hotel Site:

(A) Vacation and Right of Way Improvement Agreement for Seagull Hotel Site at 100 21st Street. Recorded on August 18, 2022 at Book 33343, Page 2428 of the Public Records of Miami-Dade County, Florida.

(B) Quit-Claim Deed. Recorded on August 19, 2022 at Book 33346, Page 698 of the Public Records of Miami-Dade County, Florida.

(C) Roadway Easement Agreement - 21 Street. Recorded on August 19, 2022 at Book 33346, Page 716 of the Public Records of Miami-Dade County, Florida.

(D) Declaration of Restrictive Covenants in Lieu of Unity of Title. Recorded on August 19, 2022 at Book 33346, Page 709 of the Public Records of Miami-Dade County, Florida.

(E) Declaration of Restrictive Covenants and Maintenance Agreement. Recorded on August 19, 2022 at Book 33346, Page 730 of the Public Records of Miami-Dade County, Florida.

35. The CITY did not have the power or authority to dispose of the beach access and waterfront parcel unless and until the referendums were held. The CITY's actions were *ultra vires*.

**COUNT I - DECLARATORY JUDGMENT
REGARDING CITY'S FAILURE TO SET A CITYWIDE REFERENDUM FOR
CONVEYANCE OF CITY-OWNED WATERFRONT PROPERTY
AND TRANSFER OF INTEREST IN A PUBLIC BEACH RIGHT-OF-WAY**

36. The allegations set forth in paragraphs 1 through 35 hereinabove are re-alleged herein as if fully set forth below.

37. This is an action for Declaratory Relief pursuant to Chapter 86, Florida Statutes, against the CITY and BHI to declare the rights, status, or other equitable relief

or legal relations of the parties as it relates to the CITY's legal duty, obligation, and responsibility to convey City-owned waterfront property and to transfer the City's interest in a public beach right-of-way.

38. In order to transfer any CITY interest in a public beach right-of-way that serves access to the beach from Collins Avenue to the Erosion Control Line (formerly the Atlantic Ocean), and to transfer waterfront property owned by the City, the Miami Beach City Charter requires that transfer be approved by vote of the electorate in referenda under two provisions of the City Charter.

39. The CITY failed to hold referenda as required by both §1.03(b)(1) and §1.03 (d) of the Miami Beach City Charter.

40. Plaintiff asserts that the CITY has been derelict in its legal duty, obligation and responsibility to provide for legally required Citywide referendums.

41. Based on the above and foregoing, there is bona fide, actual, present and practical need for a resolution of these interests and a declaration of the respective rights of the parties. Such declaration deals with a present, ascertained or ascertainable state of facts and/or present controversy as to a state of facts; the rights of the parties are dependent upon these facts or the law applicable to the facts; and any antagonistic and adverse interests are all before the Court by proper process.

42. There is a bona fide, actual, present, and practical need for a declaration within the purview of Chapter 86, Florida Statutes that (a) the CITY was required to submit the approval of the conveyance of City-owned waterfront land and the vacating and transferring of the beach access right-of-way to the Citywide electorate, (b) those actions to convey City-owned waterfront land and the vacating and transfer of right of way

providing beach access were ultra vires and (c) the following documents were executed by the CITY without power and authority to do so and should be vacated and set aside:

(A) Vacation and Right of Way Improvement Agreement for Seagull Hotel Site at 100 21st Street. Recorded on August 18, 2022 at Book 33343, Page 2428 of the Public Records of Miami-Dade County, Florida.

(B) Quit-Claim Deed. Recorded on August 19, 2022 at Book 33346, Page 698 of the Public Records of Miami-Dade County, Florida.

43. As a result of this illegal transaction described in the preceding paragraphs, the following documents should also be vacated and set aside:

(A) Roadway Easement Agreement - 21 Street. Recorded on August 19, 2022 at Book 33346, Page 716 of the Public Records of Miami-Dade County, Florida.

(B) Declaration of Restrictive Covenants in Lieu of Unity of Title. Recorded on August 19, 2022 at Book 33346, Page 709 of the Public Records of Miami-Dade County, Florida.

(C) Declaration of Restrictive Covenants and Maintenance Agreement. Recorded on August 19, 2022 at Book 3346, Page 730 of the Public Records of Miami-Dade County, Florida.

44. The CITY's actions and BHI's actions have injured Plaintiff, because Plaintiff has been deprived of his right to vote in a referendum on the vacation of beach access and the disposition of city owned waterfront property. The Plaintiff and the electorate of Miami Beach have been denied due process provided under the Miami Beach City Charter.

45. As a result of the CITY's Commission's approval of the resolution and the agreements vacating of the right-of-way and deed conveying the waterfront property, it has become necessary for Plaintiff to retain counsel in order to represent his interests and to assert the claims set forth herein.

46. Plaintiff does not have an adequate remedy at law and require an adjudication by this Court that the Plaintiff was entitled to have a Citywide referendum, but that the CITY was derelict in and failed to perform its legal duties, obligations and responsibility to set such an election.

47. Due to the parties differing positions regarding whether the City Charter applies to the transfer of public beach right-of-way section and the sale and conveyance of waterfront property, the Plaintiff request that court declare that (a) City Charter §1.03(b)1 and §1.03(d) each apply, (b) that the subject sale, conveyance, and transfer require Citywide referendums and (c) any subject sale, conveyance, and transfer prior to the certification of said referendum elections approving same are illegal and void.

WHEREFORE, Plaintiff MITCHELL SCOTT NOVICK respectfully requests that this Court enter a judgment against the CITY and BHI declaring the parties' rights and duties with respect to whether the CITY was derelict in its legal duty, obligation and responsibility to set City-wide referendums, whether the sale and conveyance of City-owned waterfront land is illegal and void, whether vacation and transfer of the right-of-way is illegal and void, enter an order vacating the Historic Preservation Board Order, enter an order declaring any such sale, conveyance and transfer illegal and void, and setting aside and declaring any such act and resolution illegal and void, vacating all such sale, conveyance and transfer and grant such supplemental relief, including taxable

costs, and such other and further relief as may be deemed just and proper under the circumstances.

**COUNT II – BREACH OF RIGHT TO TRUTH IN
GOVERNMENT CONTAINED IN THE CITIZENS’
BILL OF RIGHTS UNDER MIAMI BEACH CITY CHARTER**

48. The allegations set forth in paragraphs 1 through 35, 44 and 45 hereinabove are re-alleged herein as if fully set forth below.

49. Under the Miami Beach City Charter, Citizens’ Bill of Rights, Truth in Government, “No municipal official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.”

50. As a consequence of this omission of significant facts or the giving of false information, the Resolution approving the conveyance and transfer of 21st Street to BHI omitted the requirement for City-wide referenda.

51. It was not disclosed that the City intended to convey a portion of City owned waterfront property and to transfer beach access to BHI without a referendum.

52. The CITY did not disclose in its papers and presentations before the City Commission that a portion of right-of-way was waterfront property owned in fee simple by the City pursuant to the deed conveying said waterfront property by Oxford Gardens to the City of Miami Beach or that a portion of the right of way was beach access.

53. At the public hearing concerning the Resolution approving the vacation and transfer of the right-of-way, the CITY:

(A) did not disclose that the easternmost portion of the “right-of-way” to be vacated was part of a waterfront parcel owned in fee simple by the City;

(B) did not disclose that the Resolution included the deeding of a portion of the City owned waterfront parcel to BHI;

(C) did not advise or otherwise disclose to the City Commission that, because City-owned waterfront property was being sold and conveyed, a referendum was required under the City Charter.

54. At the public hearing concerning the Resolution approving the vacation and transfer of the right-of-way, the CITY:

(A) did not disclose that the “right-of-way” to be vacated was beach access; and

(B) did not disclose that the Resolution included transfer beach access;

(C) did not advise or otherwise disclose to the City Commission that, because the property being transfer was beach access, a referendum was required under the City Charter.

55. The City officials and employees knowingly omitted significant facts in their public representations to the City Commission that the City Charter referenda provisions related to the sale of public waterfront property and the vacating of beach access were applicable to the Resolution and would require approval by the electorate through city-wide referenda.

56. As a consequence of this affirmative failure to disclose the City’s fee simple ownership and the property was waterfront property and/or misrepresent the City’s did not own the property in fee simple and that the property was not waterfront property, the CITY denied the public its right to know the nature of the transaction and to approve the sale and conveyance by referendum.

57. As a consequence of this affirmative failure to disclose the City's transferring of beach access to BHI and/or misrepresent that the property being vacated was not beach access, the CITY denied the public its right to know the nature of the transaction and to approve the sale and conveyance by referendum.

WHEREFORE, Plaintiff MITCHELL SCOTT NOVICK respectfully requests that this Court enter a judgment declaring that the Plaintiff was deprived of his rights to Truth in Government under the Miami Beach Citizens' Bill of Rights, and awarding Plaintiff his costs and all other remedies under the Miami Beach Citizens' Bill of Rights, along with such further relief as this Court deems just and proper.

Dated November 16, 2022.

Respectfully submitted,

**THE LAW OFFICES OF KENT
HARRISON ROBBINS, P.A.**

Attorney for Plaintiff Novick

242 Northeast 27th Street

Miami, Florida 33137

Telephone: (305) 532-0500

Facsimile: (305) 531-0150

By: /s/ Kent Harrison Robbins

KENT HARRISON ROBBINS

Florida Bar No. 275484

KHR@khrlawoffices.com

ereyes@khrlawoffices.com

assistant@khrlawoffices.com

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, ON SECOND READING/PUBLIC HEARING OF THIS RESOLUTION, THE VACATION OF THAT PORTION OF THE SOUTHERN HALF OF 21ST STREET, GENERALLY LOCATED BETWEEN APPROXIMATELY 150 FEET EAST OF COLLINS AVENUE AND MIAMI BEACH DRIVE, AND CONSISTING OF APPROXIMATELY 6,736 SQUARE FEET IN TOTAL AREA, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" TO THE MEMORANDUM ACCOMPANYING THIS RESOLUTION (THE "ROW"), IN FAVOR OF THE ABUTTING PROPERTY OWNER, BHI LIMITED MIAMI CORPORATION (THE "APPLICANT"); FURTHER, PROVIDING THAT THE VACATION OF THE CITY ROW SHALL BE SUBJECT TO AND CONDITIONED UPON THE APPLICANT'S DELIVERY OF CERTAIN PUBLIC BENEFITS TO THE CITY, INCLUDING A PAYMENT IN THE AMOUNT OF \$7,400,000.00, A MAINTENANCE AGREEMENT PROVIDING FOR THE INSTALLATION AND PERPETUAL MAINTENANCE OF ADDITIONAL LANDSCAPING WITHIN THE CITY'S BEACH ACCESS AND BEACHWALK AREA EAST OF MIAMI BEACH DRIVE AS MORE PARTICULARLY DEPICTED ON EXHIBIT "E" TO THE MEMORANDUM ACCOMPANYING THIS RESOLUTION, AND A PERPETUAL EASEMENT IN FAVOR OF THE CITY OVER THE ROW, TO ENSURE CONTINUED PUBLIC USE OF THE ROW FOR CITY ACCESS, PEDESTRIAN AND VEHICULAR TRAVEL, AND UTILITIES; AND WAIVING, BY 5/7THS VOTE, THE COMPETITIVE BIDDING REQUIREMENT, PURSUANT TO SECTION 82-38 OF THE CITY CODE, FINDING SUCH WAIVER TO BE IN THE BEST INTEREST OF THE CITY; AND FURTHER, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A VACATION AGREEMENT, A COPY OF WHICH IS ATTACHED, IN SUBSTANTIAL FORM, AS EXHIBIT "F" TO THE COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION.

WHEREAS, the City holds a right-of-way dedication to the portion of the southern twenty-five (25) feet of 21 Street located approximately 150 feet east of Collins Avenue and running east for approximately 269.43 feet, consisting of approximately 6,736.28 square feet, and more particularly described in Exhibit "A" to the Memorandum accompanying this Resolution (the "ROW"); and

WHEREAS, BHI Miami Limited Corp. (the "Applicant") owns the property abutting the ROW located at 100 21 Street and identified by tax folio number 02-3226-001-0040 (the "Property"), more particularly described in Exhibit "B" to the Memorandum accompanying this Resolution; and

WHEREAS, Applicant's Property, currently known as the Seagull Hotel, consists of an 8-story structure constructed in 1950, and designed by architect Albert Anis; and

WHEREAS, the Applicant is proposing a major renovation of the existing structure in order to accommodate a new high-end luxury hotel operator, Bulgari Hotels & Resorts (the "Proposed Development"); and

WHEREAS, in conjunction with Proposed Development, the Applicant is requesting that the City vacate the ROW, and submitted its application to the City's Public Works Department with respect thereto; and

WHEREAS, in accordance with Article II, Sections 82-36 through 82-40, of the City Code, prior to approving 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; (2) the proposed vacation shall be transmitted to the Finance and Economic Resiliency Committee ("FERC") for its review; (3) 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; and

WHEREAS, the Applicant is proposing that the Proposed Development be developed as a unified development site, and the ROW and the Applicant's Property would be joined via a unity of title or covenant in lieu of unity of title following the effective date of the vacation, to permit Applicant to utilize the floor area associated with the ROW within the Proposed Development; and

WHEREAS, the Public Works Department obtained an appraisal for the market value of the ROW on January 13, 2021, which appraisal is attached as Exhibit "D" to the Memorandum accompanying this Resolution, and valued the ROW at \$7,400,000; and

WHEREAS, the Applicant obtained an appraisal for the market value of the ROW, which appraisal is attached as Exhibit "C" to the Memorandum accompanying this Resolution, and valued the ROW at \$5,000,000; and

WHEREAS, at the January 22, 2021 FERC meeting, the Applicant accepted the City's higher appraisal value for the ROW at \$7,400,000, and the FERC recommended in favor of the proposed vacation of the ROW, with the vacation of the ROW subject to and conditioned upon the Applicant's delivery of certain public benefits to the City: (1) the Applicant's payment of \$7,400,000 to the City, and (2) the Applicant providing the City with a perpetual easement over the ROW to ensure continued public use of the ROW for City access, public pedestrian and vehicular travel, and the installation and maintenance of utilities; and

WHEREAS, the Applicant has further agreed to the installation and perpetual maintenance, at Applicant's sole cost and expense, of additional landscaping adjacent to the Applicant's Property within the City's Beach Access and Beachwalk area depicted in Exhibit "E" to the Memorandum accompanying this Resolution, to be memorialized in a recorded Maintenance Agreement; and

WHEREAS, on February 10, 2021, the Mayor and City Commission approved the vacation of the ROW on first reading, setting a date for the second reading/public hearing for the vacation of the ROW; and

WHEREAS, on April 27, 2021, following a presentation by the Applicant, the Planning Board approved the vacation of the ROW as required pursuant to Section 1.03(b)(4) of the City Charter; and

WHEREAS, the Planning Department analysis of the vacation, in accordance with Section 82-38 of the City Code, is attached as Exhibit "G" to the Memorandum accompanying this Resolution; and

WHEREAS, Section 82-39(a) of the City Code provides that the lease or sale of public property requires an advertised public bidding process, which requirement may be waived by 5/7th vote of the City Commission; and

WHEREAS, by operation of law, once the City vacates the ROW, the underlying fee interest in the ROW vests with the current abutting property owner; and

WHEREAS, as the only party entitled to the vacated ROW is the Applicant (as the abutting property owner and holder of the appropriate reversionary interests), 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, as explained more fully in the Commission Memorandum accompanying this Resolution, incorporated by reference herein, the proposed vacation requires approval pursuant to Section 1.03 (b)(4) of the City Charter, which requires approval by a majority vote of the Planning Board and a 6/7ths vote of the City Commission; and

WHEREAS, subject to the foregoing approval requirements of the City Charter and City Code, the City Commission has the discretion to approve the vacation if the City Commission finds that the vacation meets the criteria established in Section 82-38 of the City Code and the public benefit proffered is compelling; and

WHEREAS, the vacation of the ROW shall be subject to and conditioned upon the Applicant and City executing a Vacation Agreement, a copy of which is attached, in substantial form, as Exhibit "F" to the Commission Memorandum accompanying this Resolution, that includes the following terms and conditions:

- (1) In consideration of the vacation, Applicant shall pay the City \$7,400,000 as part of its public benefit package, with the schedule of payments discussed below.
- (2) The vacation agreement will provide for the City to convey the ROW to the Applicant at an agreed-upon closing date (prior to the issuance of the building permit for the Proposed Development). As permitted under Section 1.03(c) of the City Charter (discussed more fully below) and Section 118-5 of the City Code, the Applicant, upon obtaining fee ownership of the ROW, would join the ROW and the Applicant's Property via a unity of title and create a unified development site, thereby permitting the aggregation of floor area ("FAR") across the unified abutting parcels.
- (3) As a condition of the proposed vacation, the Applicant would grant a perpetual, non-revocable easement in favor of the City, for the City's continued use of the ROW for vehicular, pedestrian and utility purposes, so that the public's use of 21st Street would not be altered or diminished in any way.

- (4) Applicant and the City shall enter into a Maintenance Agreement providing for installation (prior to the issuance of a Certificate of Occupancy) and perpetual maintenance of additional landscaping at the Applicant's sole cost in the portion of the City's Beach Access and Beachwalk area as depicted in Exhibit "E" to the Commission Memorandum accompanying this Resolution, which area is directly to the east of the ROW, and directly to the east of Applicant's Property (defined below as the "Proposed Maintenance Area").
- (5) Applicant shall pay all of the City's costs in connection with the proposed vacation of the ROW, including any City closing costs, recording fees, or outside legal fees that may be incurred by the City.
- (6) Applicant agrees that City's quit claim deed for the ROW shall contain a reverter clause, to provide for the ROW to revert back to the City in the event Applicant fails to satisfy all conditions of the Vacation Resolution and Vacation Agreement prior to the completion of the Proposed Development (except the installation and maintenance of the landscape improvements depicted in Exhibit "E," which shall be governed by the Maintenance Agreement), and with such reverter being without prejudice to any other rights or remedies that may be available to the City in the event the Applicant fails to satisfy the conditions of the Vacation Resolution/Vacation Agreement.
- (7) Applicant agrees that City shall not issue a Temporary Certificate of Occupancy or final Certificate of Occupancy (whichever comes first) for the Proposed Development until the Applicant has satisfied all conditions of the Vacation Resolution and the Vacation Agreement; and

WHEREAS, in the event the foregoing conditions of the Vacation Resolution or Vacation Agreement are not met, following notice to Applicant and a reasonable opportunity to cure, the Vacation Agreement shall be subject to termination, and in the event of any such termination, this Vacation Resolution shall be null and void; and

WHEREAS, the Applicant has proposed that the public benefit cash payment to the City in the amount of \$7,400,000 would be provided in installment payments, namely:

- (1) the Applicant shall make the first payment to the City, in the amount of \$750,000, within thirty (30) days following the Historic Preservation Board approval for the Proposed Development becoming final and non-appealable (the "First Installment"). The First Installment shall be refundable until the vacation of the ROW is effective pursuant to the terms of the Vacation Agreement; and
- (2) the Applicant shall make the second payment, in the amount of \$3,325,000, prior to the issuance of a building permit for the Proposed Development (the "Second Installment"). The vacation of the ROW shall be effective as of the date the Owner makes the Second Installment. Upon the Owner's payment of the Second Installment, both the First Installment and Second Installment be non-refundable; and

- (3) the Applicant shall make the third payment, in the amount of \$3,325,000, prior to the issuance of a temporary certificate of occupancy allowing public occupancy (the "TCO") or certificate of occupancy (the "CO"), whichever comes first, for the Proposed Development (the "Final Installment"). Further, the Applicant agrees that the City shall not issue the TCO or CO for the Proposed Development until the Final Installment Payment is made. The Final Installment shall be non-refundable; and

WHEREAS, for the reasons as set forth more fully in the Commission Memorandum accompanying this Resolution, the Administration recommends approval of the vacation at second reading/public hearing, subject to the terms and conditions contained in this Resolution and the Vacation Agreement.

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, on Second Reading/Public Hearing of this Resolution, the vacation of that portion of the southern half of 21 Street, generally located between approximately 150 feet east of Collins Avenue and Miami Beach Drive, and consisting of approximately 6,736.28 square feet in total area, as more particularly describe in Exhibit "A" to the Memorandum accompanying this Resolution (the "ROW"), in favor of the abutting property owner, BHI Limited Miami Corporation (the "Applicant"); further, providing that the vacation of the City ROW shall be subject to and conditioned upon the Applicant's delivery of certain public benefits to the City, including a voluntary monetary payment in the amount of \$7,400,000, a maintenance agreement providing for the installation and perpetual maintenance of additional landscaping within the City's beach access and beachwalk area east of Miami beach Drive as more particularly depicted on Exhibit "E" to the memorandum accompanying this Resolution, and a perpetual easement in favor of the City over the ROW, to ensure continued public use of the ROW for City access, pedestrian and vehicular travel, and utilities; further, waiving, by 5/7ths vote, the competitive bidding requirement, pursuant to Section 82-38 of the City Code, finding such waiver to be in the best interest of the City; and further, authorizing the Mayor and City Clerk to execute a Vacation Agreement, a copy of which is attached, in substantial form, as Exhibit "F" to the Memorandum accompanying this Resolution.

PASSED and ADOPTED this 26 day of May, 2021.

ATTEST:

781 6/7/2021
Rafael G. Granado, City Clerk

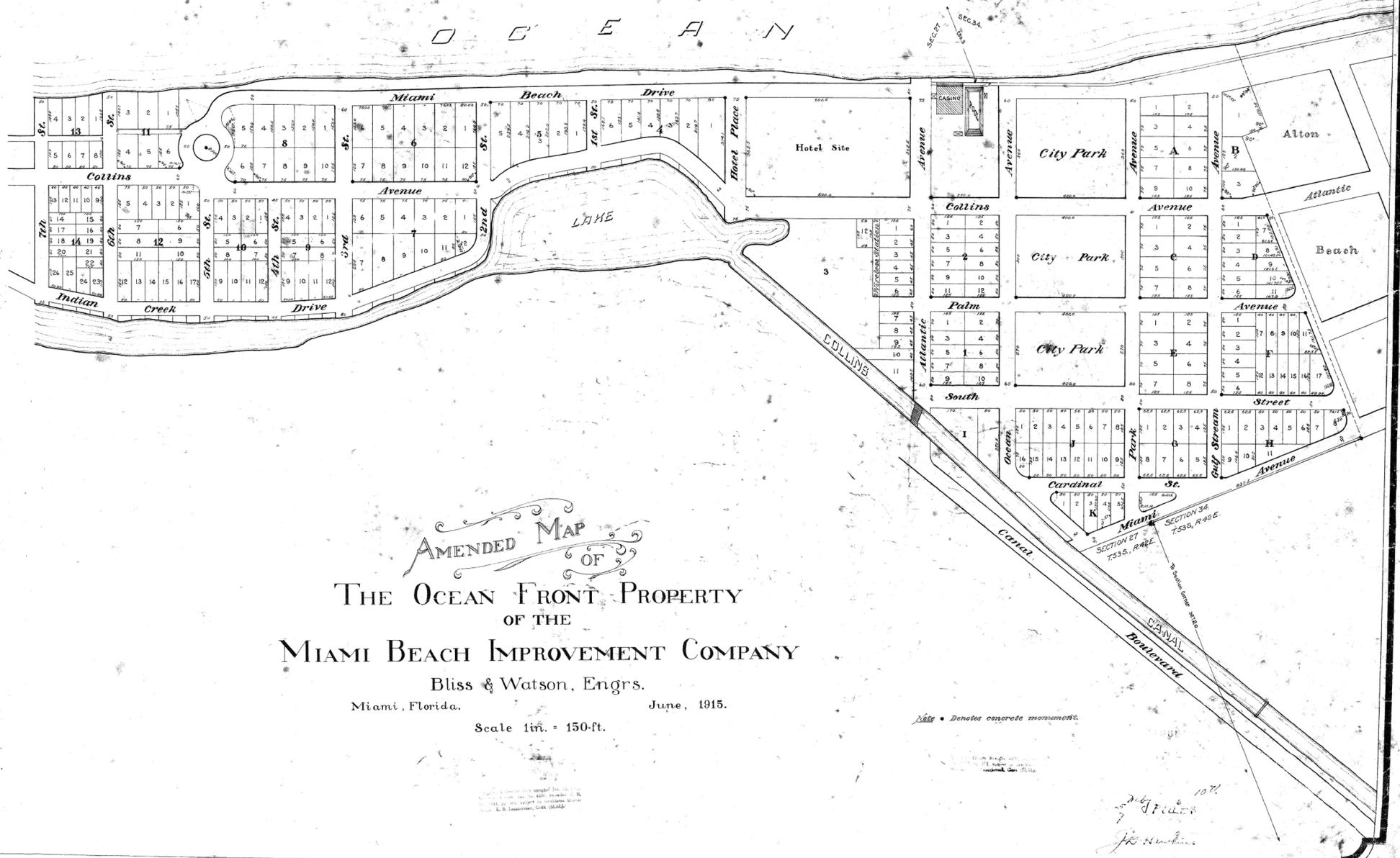
[Signature]
Dan Gelber, Mayor

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**

[Signature] 5-20-21
City Attorney Date



5-7



AMENDED MAP
OF
THE OCEAN FRONT PROPERTY
OF THE
MIAMI BEACH IMPROVEMENT COMPANY
Bliss & Watson, Engrs.
Miami, Florida. June, 1915.
Scale 1 in. = 150 ft.

5-8

KNOW ALL MEN BY THESE PRESENTS

That the Miami Beach Improvement Company is a corporation organized and doing business under and pursuant to the laws of the State of Florida, with its principal office in the City of Miami, Florida, has caused to be made the attached map of all that real estate in Dade County, Florida, bounded and described as follows, to wit:-

Beginning at the intersection of the Westerly line of Miami Avenue as shown on the attached map, with the North line of Section numbered thirty-four (34), of Township numbered Fifty-Three (53) South, of Range numbered forty-two (42) East, which point is East 3272.8 feet from the North-west corner of said Section 34, thence South along the said Westerly line of Miami Avenue, 852.5 feet to the North boundary line of Altan Beach property, thence East along said North boundary line of Altan Beach property, which line is perpendicular to the Westerly line of Miami Avenue, 1172 feet, thence South along a line parallel with Miami Avenue, 100 feet, thence East along a line perpendicular to Miami Avenue, 530 feet more or less, to the low water line of the Atlantic Ocean, thence Northerly along the said low water line of the Atlantic Ocean, 7900 feet more or less to the South line of the property of R.P. Van Camp, as shown on the attached map, thence North 80°35' West along the said South line of the said Van Camp property, and the property of J.H. Snowden, 625 feet more or less to the low water line of Indian Creek, thence Southerly along the said low water line of Indian Creek, the Lake which is a part thereof, and Collins Canal, by the Westerly line of Miami Avenue, thence along said Westerly line of Miami Avenue to the point of beginning. Which real estate is and shall be known as the Ocean Front Property of the Miami Beach Improvement Company.

That the said company does hereby dedicate to the perpetual use of the public, the streets, avenues, drives and alleys, and all riparian rights and submerged lands abutting upon any of said streets, avenues, drives, or alleys, wherever the said streets, avenues, drives, or alleys, adjoin the Atlantic Ocean, Indian Creek, or Lake as shown on the attached map. That the said company does hereby also dedicate to the perpetual use of the public, the right to construct and maintain a public walk, running parallel with the Ocean Front, from the South line of Block B to the South line of Lot 1 of Block 11, as shown on the attached map.

In Witness Whereof, the said Miami Beach Improvement Company, by order of its Board of Directors, as shown by the minutes of said Board under date of ~~January 11, 1915~~ ^{January 11, 1916}, by John S. Collins, its President, Thomas J. Parsons, its Secretary, has caused hereunto its name and seal to be affixed this ~~11th~~ ^{14th} day of ~~January~~ ^{January}, 1915.

Executed in the presence of

Walter D. Nichols
Witness

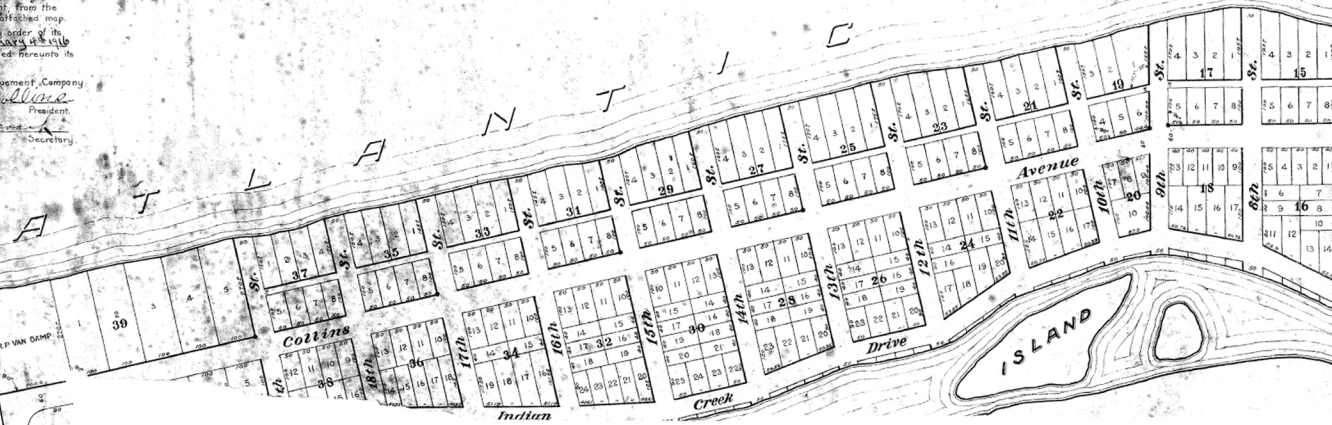
The Miami Beach Improvement Company

By *John S. Collins*
President
Attest: *Thomas J. Parsons*
Secretary

PLAT IS DAMAGED



10735 2560 115
Robert H. Wood



State of Florida } D.S.
County of Dade }

Before me, a notary public, in and for the State of Florida at large, this day personally appeared John S. Collins and Thomas J. Parsons, President and Secretary respectively of the Miami Beach Improvement Company, a corporation of Florida, to me well known to be the persons and officers described in and who executed the foregoing instrument of dedication and severally acknowledged the execution thereof to be their free and voluntary act and deed as such officers for and in behalf of said company, for the uses and purposes herein set out and that they caused to be affixed thereto the official Seal of said corporation as evidence of the execution of said instrument by said company.

Witness my hand and official seal, at Miami in said county and state,

this 14th day of JANUARY, 1916

Notary Public, State of Florida at large.

My commission expires January 14th, 1919

THIS INDENTURE, made this 2nd day of August,

A. D. 1935, between OXFORD GARDENS, INC., a corporation existing under the laws of the State of Florida, party of the first part, and CITY OF MIAMI BEACH, a municipal corporation, of the County of Dade and State of Florida, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable consideration in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, hath remised, released and quit-claimed, and by these presents doth remise, release and quit claim unto the said party of the second part, and its assigns forever, all the right, title, interest, claim and demand which the said party of the first part hath in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Dade, State of Florida, to-wit:

Beginning at a point which is the intersection of the southerly line of Park Avenue, (now 21st Street) and the easterly line of Lot One (1) Block A of the Amended Map of the Ocean Front Property of the Miami Beach Improvement Company; thence Northerly along a line at right angles to the said southerly line of Park Avenue, (now 21st Street) to a point on the centerline of said Park Avenue (now 21st Street); thence Easterly along the said centerline of Park Avenue (now 21st Street) and said centerline produced Easterly to a point on the low water line of the Atlantic Ocean; thence Southerly measuring along the said low water line of the Atlantic Ocean to a point on the southerly line of Park Avenue (now 21st Street) produced Easterly; thence Westerly along said southerly line of Park Avenue (now 21st Street) produced Easterly to the point of beginning; as said Park Avenue, Lot and Block are shown on a plat recorded in Plat Book 1, Pages 7 and 8 of the Public Records of Dade County, Florida, and as said 21st Street is named and designated in Ordinance No. 228.

TO HAVE AND TO HOLD the same, together with all and singular appurtenances thereunto belonging or in anywise appertaining, to all the estate, right, title, interest and whatsoever of the said party of the first part, unto the said party of the second part, its heirs and assigns forever, in equity, to the

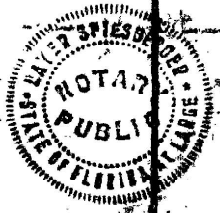
part of the second

EXHIBIT C

COUNTY OF DALLAS

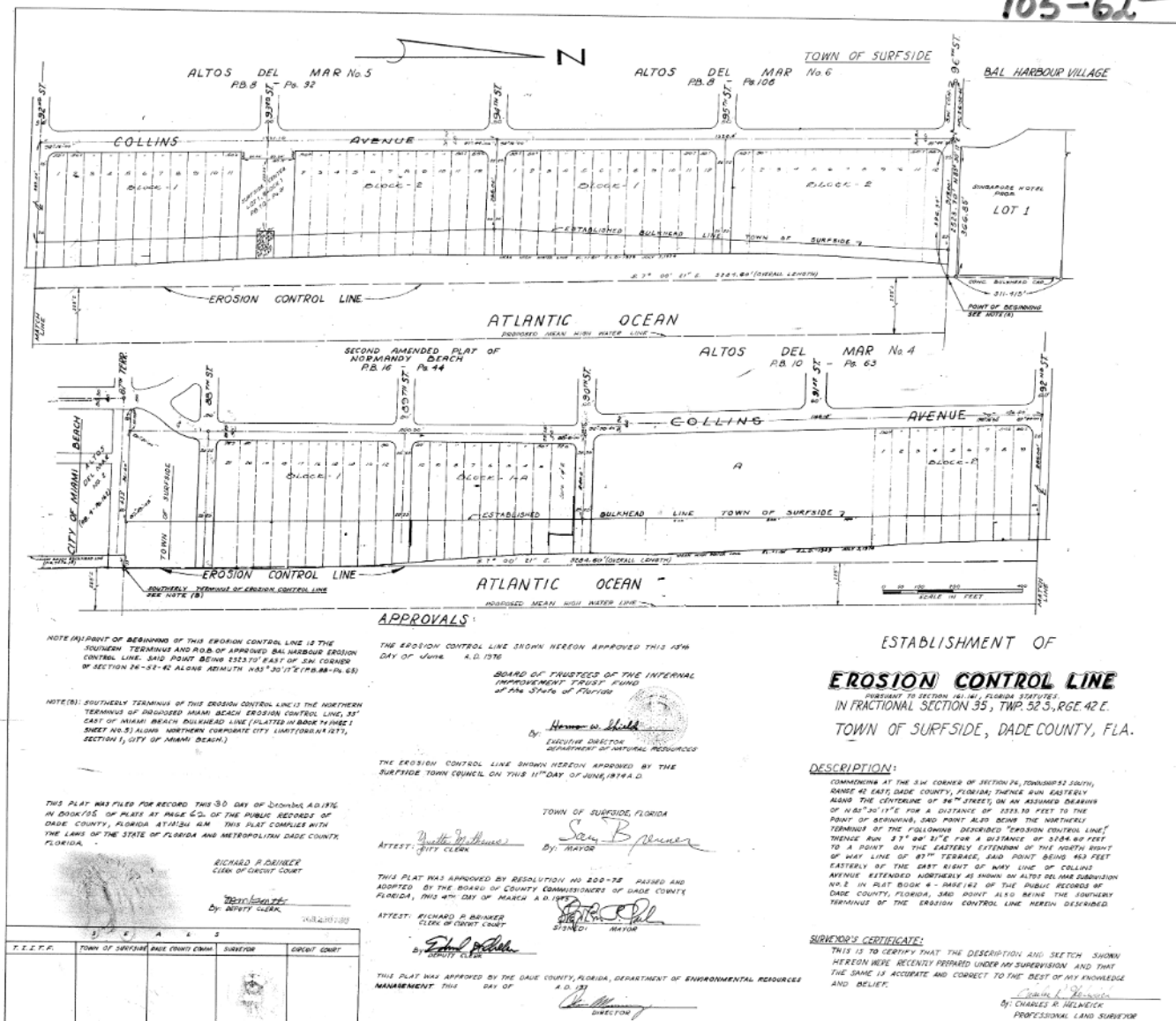
I HEREBY CERTIFY, that on this 5th day of August, A. D. 1955, before me personally appeared CLAYTON E. SHAPPELL and MAX GOODMAN, respectively President and Secretary of OXFORD GARDENS, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to CITY OF MIAMI BEACH, a municipal corporation, and severally acknowledged the execution thereof to be their free act and deed, as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Miami Beach in the County of Dade and State of Florida the day and year last aforesaid.

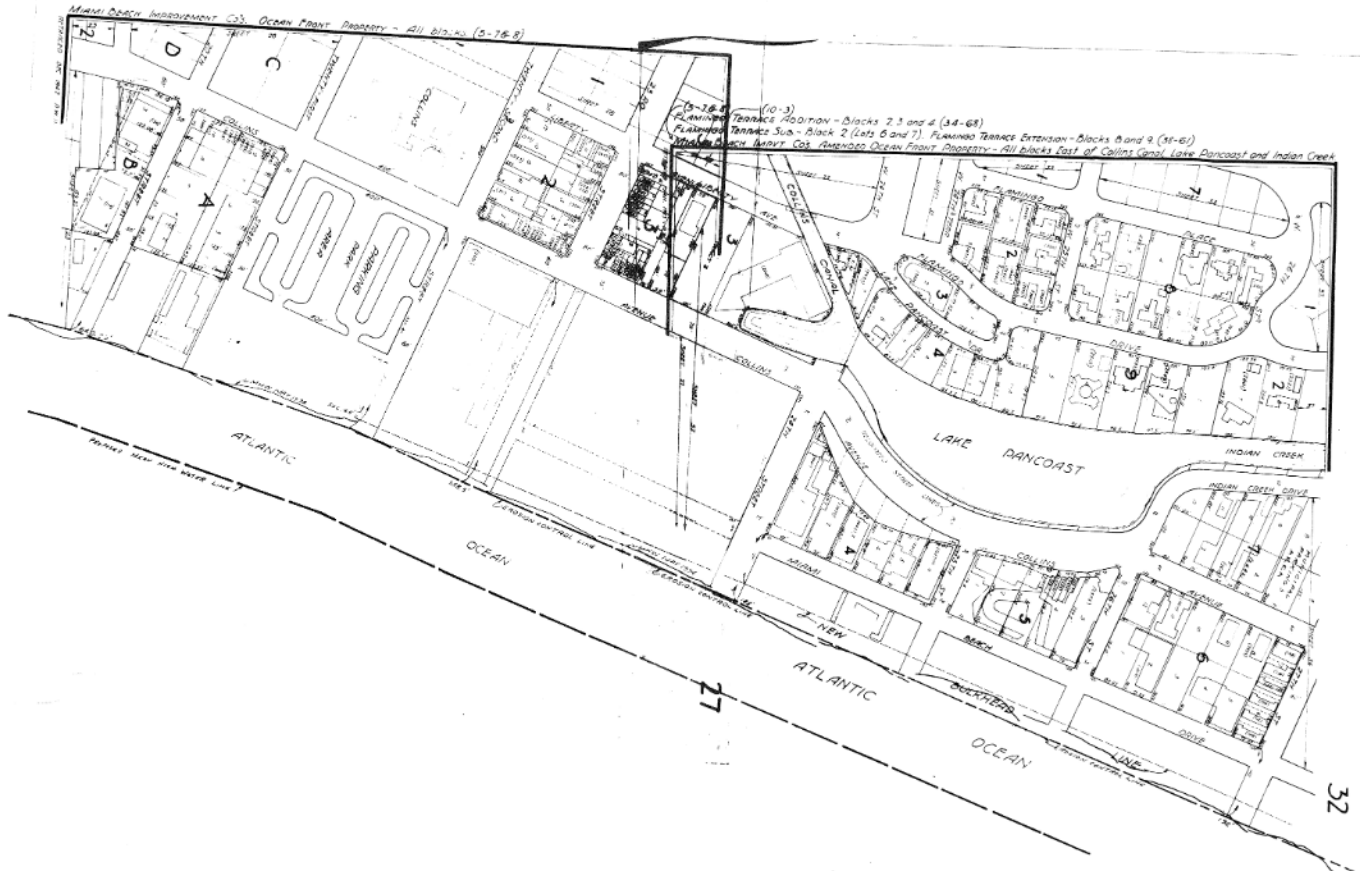


[Signature]
Notary Public, State of Florida
at Large.
My commission expires:
Jan. 4, 1957

105-621



105-62³



THIS MAP WAS MADE BY ME AND I AM RESPONSIBLE FOR THE CORRECTNESS OF THE SAME. I HAVE BEEN AT THE PLACE WHERE THE PLAT WAS MADE AND I HAVE BEEN AT THE PLACE WHERE THE PLAT WAS MADE AND I HAVE BEEN AT THE PLACE WHERE THE PLAT WAS MADE.

FORWARD BY ME, Clerk of the Circuit Court in and for the County of Miami, Dade, Florida.

105-62³

(2-56) OCEAN BEACH ADDITION N/2-Blocks 15-17 and 20-32 (3-81) OCEAN BEACH ADDITION N/2-Blocks 22, 23 and 36-39

(7-123) FISHBAY VILLAS - Blocks 2-66 2nd. FISHBAY FIRST SUB - Blocks 76 & 77
 (2-77)

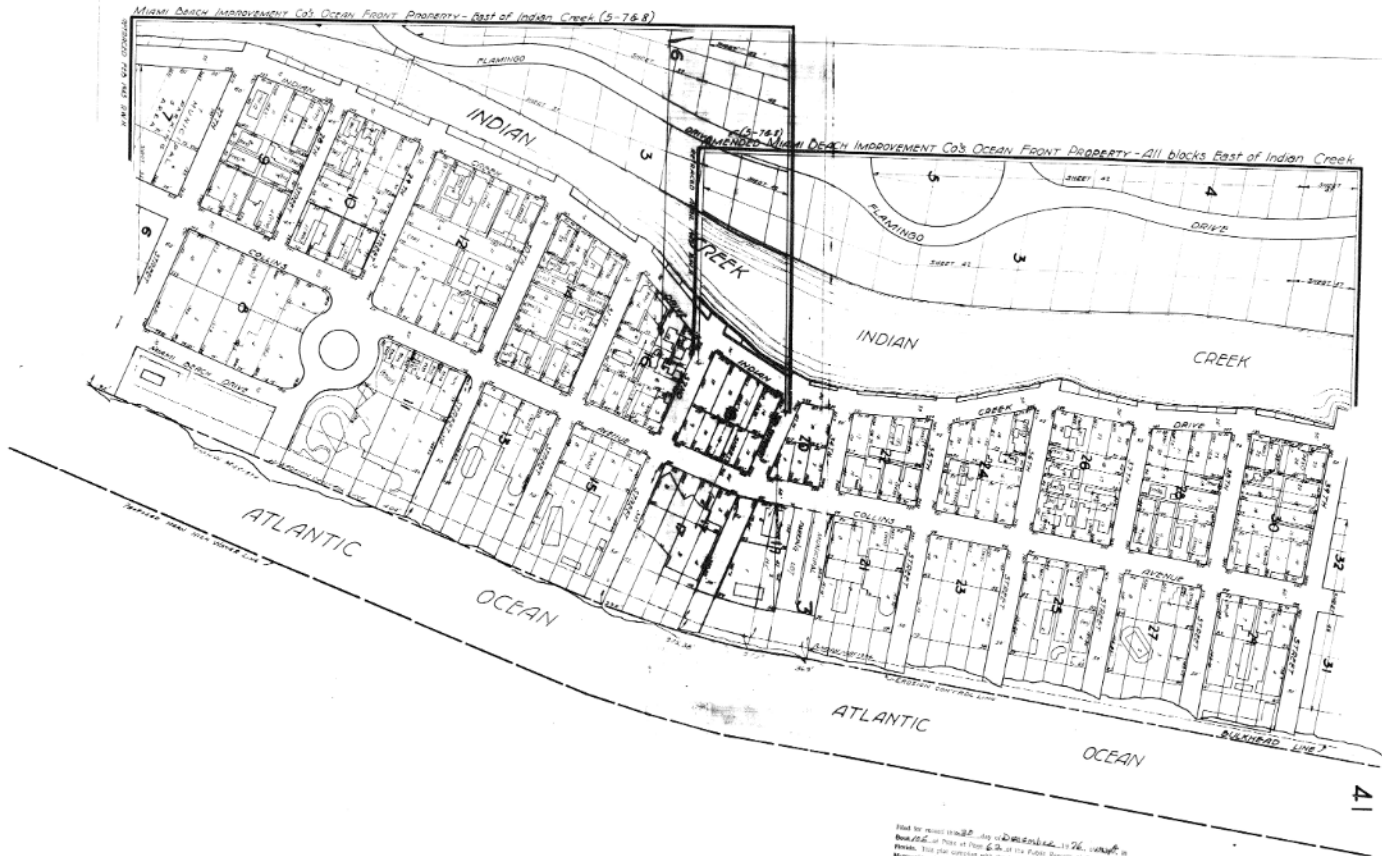
[illegible]

Filed for record this 28 day of December, 1974, at Orlando, in
Book 185 of Deeds in Page 62 at the Public Records of Duval County,
Florida. This was recorded with the issue of the State of Florida and
Hospitoken Duval County, Florida.

WILLIAM J. BARNES, Clerk of the Circuit Court
By: W. J. Barnes
County Clerk

State of Florida
 RICHARD M. BERNARD, Clerk of the Circuit Court
 by Theresa L. [illegible] Deputy Clerk

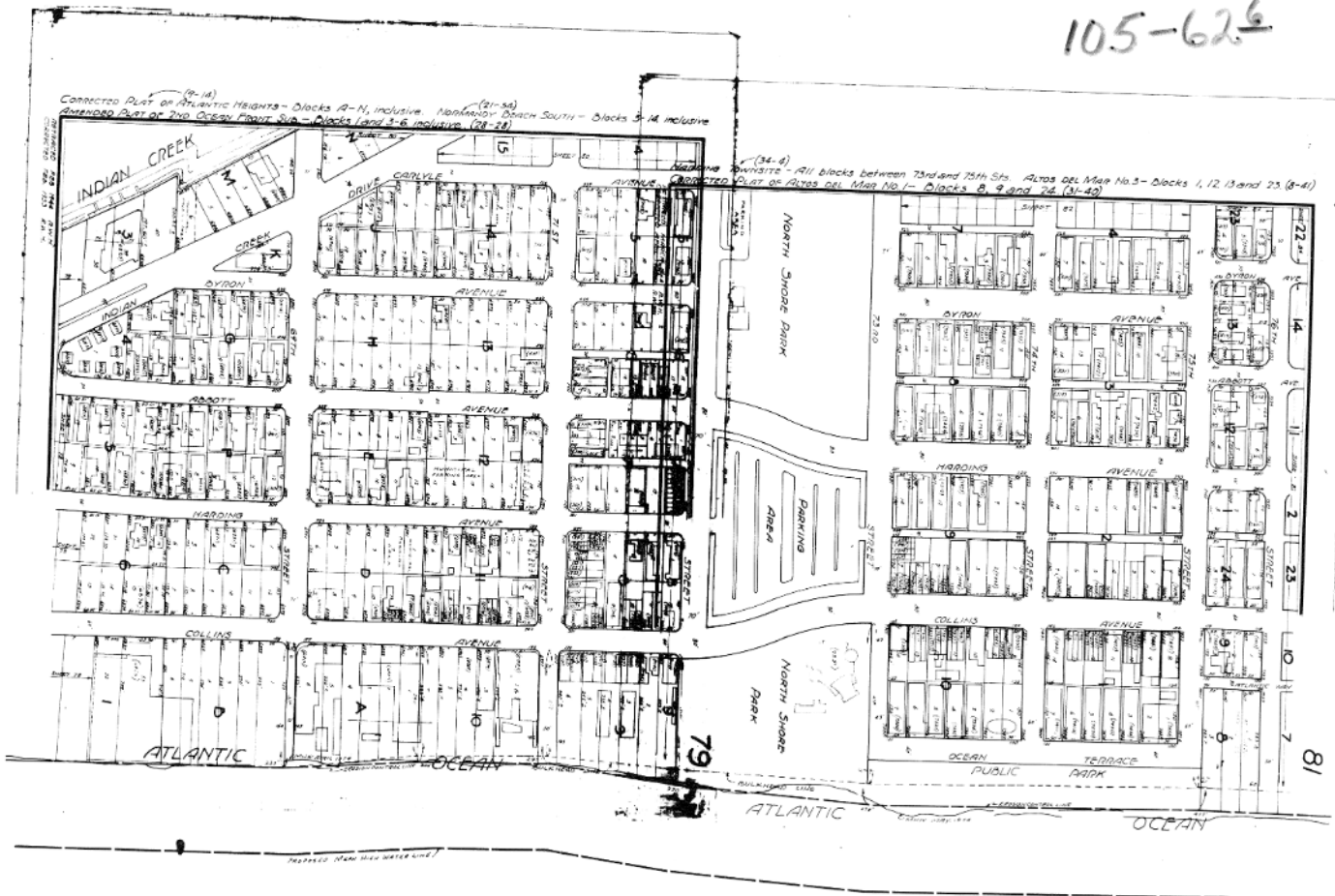
105-625



That to record this plat of land in the public records of Miami County, Florida, the plat be certified with the laws of the State of Florida, and
 RICHARD H. BROWN, Clerk of the Circuit Court
 by *[Signature]* Deputy Clerk



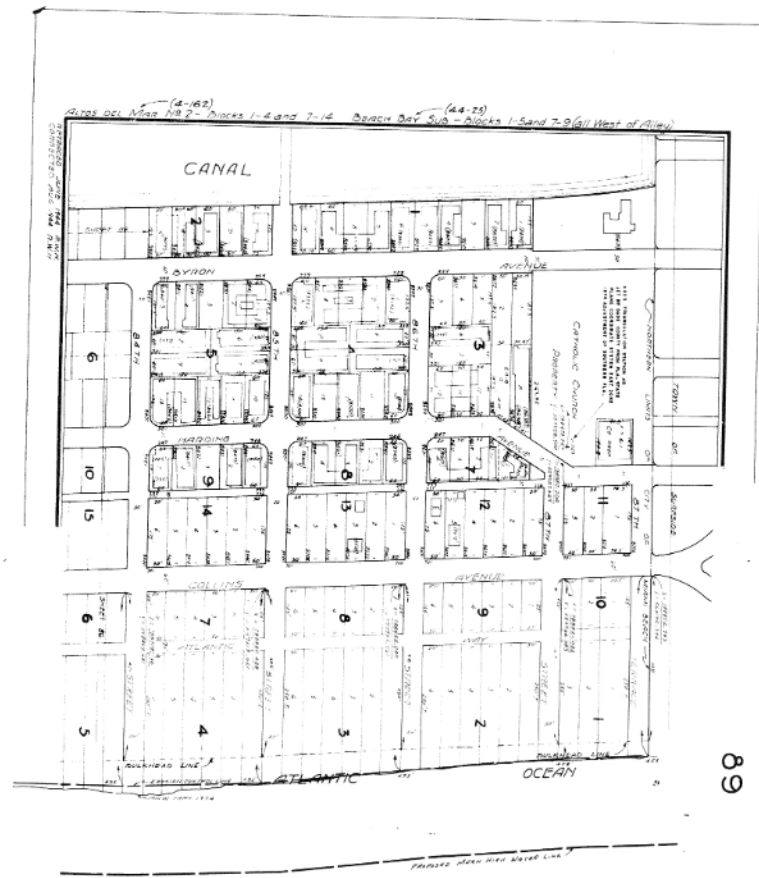
105-626



First for record this plat was filed in the office of the Clerk of the Circuit Court, Dade County, Florida, on the 15th day of June, 1928, at 10:00 A.M. This plat complies with the laws of the State of Florida and the provisions of the Constitution of the State of Florida.

WILLIAM A. BARNES, Clerk of the Circuit Court, Dade County, Florida.

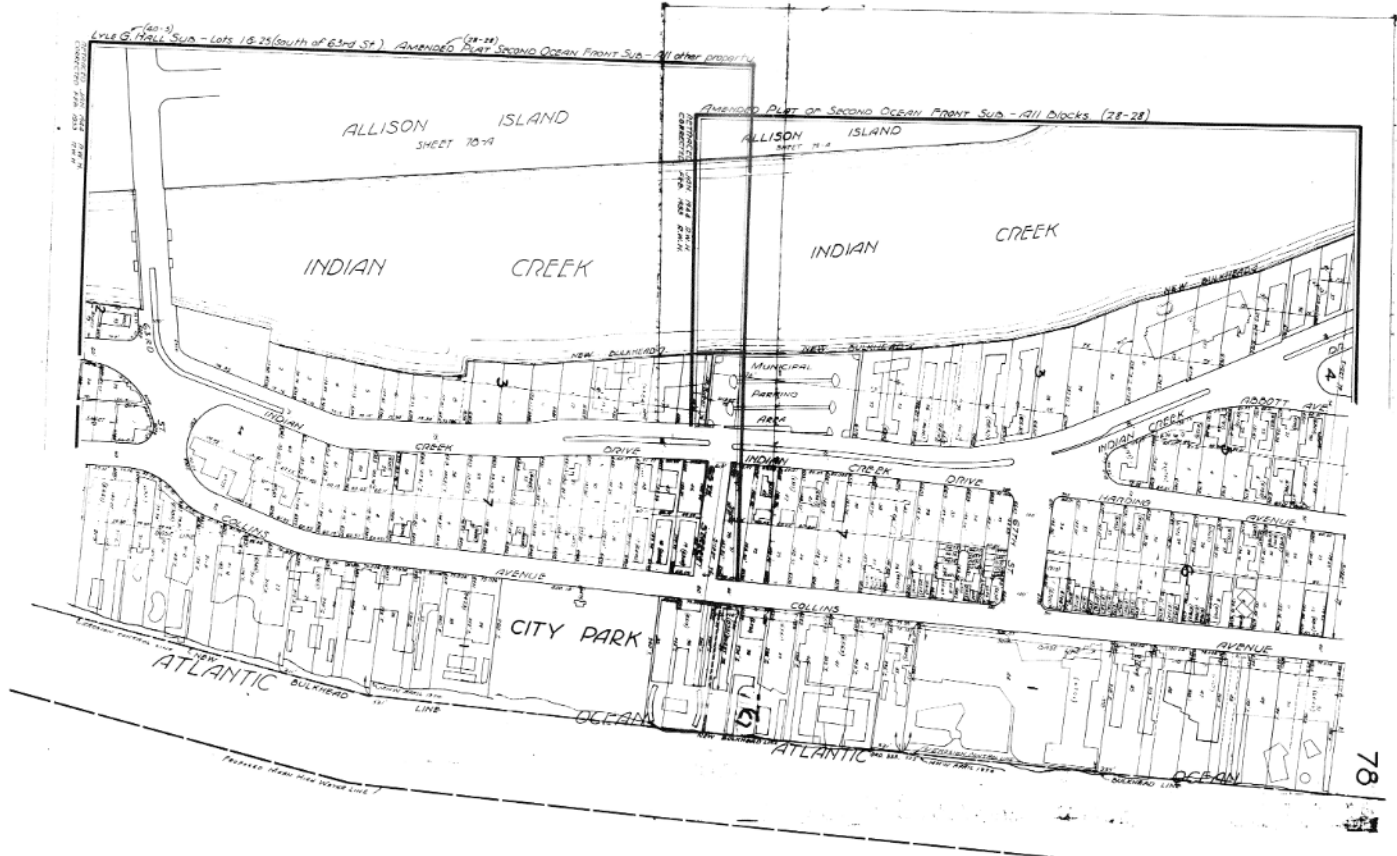
105-627



89

Find the record in 35, on the 1st page, 1924, which is
 Book 35 of Page 69 of the Public Records of Cook County,
 Illinois. This plat complies with the laws of the State of Illinois and
 the regulations of the Cook County Board of Supervisors.
 BY: [Signature] Clerk of the Circuit Court
 [Signature] Deputy Clerk

105-629

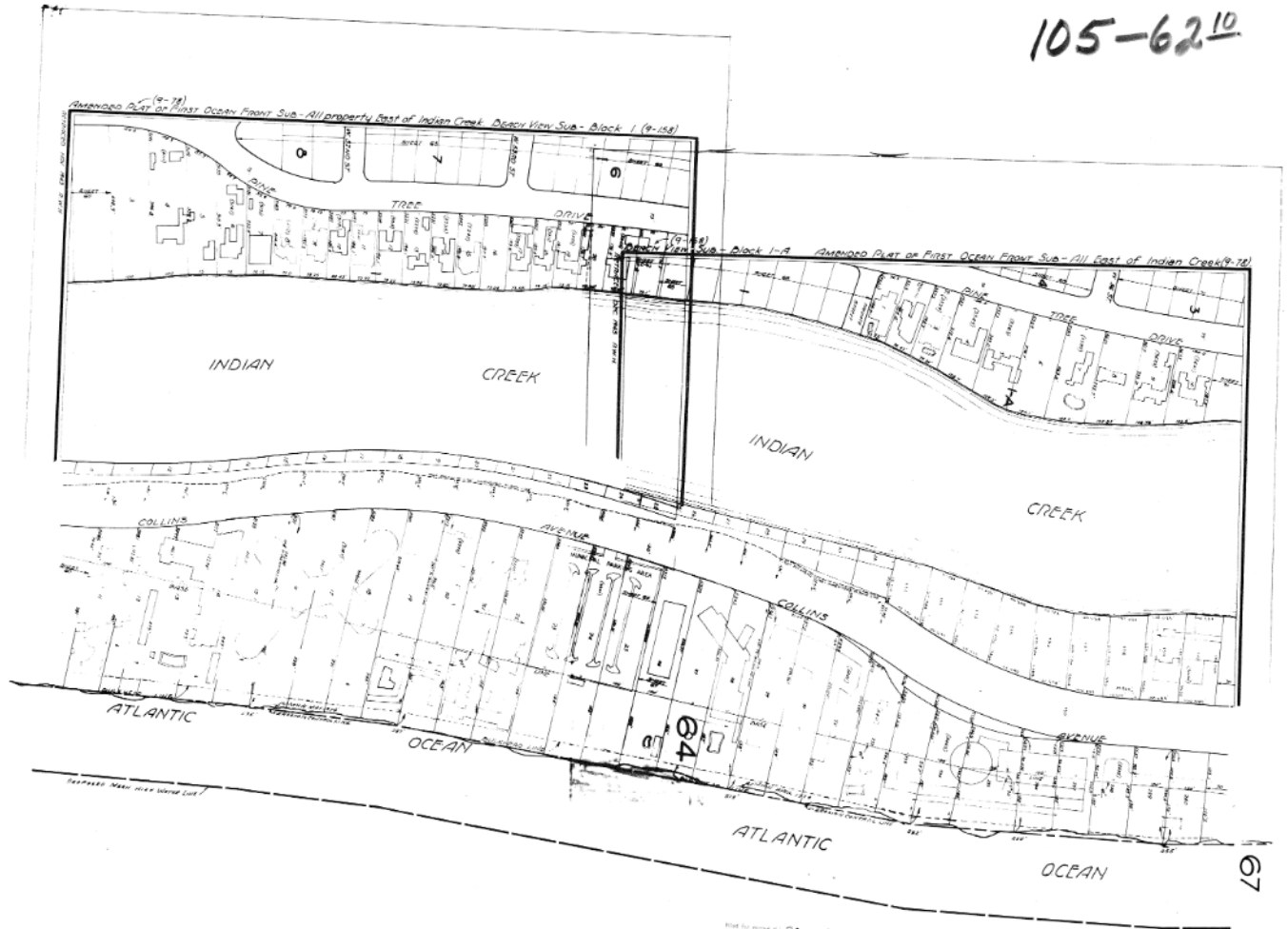


First for record this plat was filed in the Public Records of Dade County, Florida, on the 15th day of May, 1976, pursuant to the provisions of Chapter 218, Florida Statutes, and the laws of the State of Florida and the Metropolitan Dade County, Florida.

WITNESSED BY: BRUNER, Clerk of the Circuit Court
 J. H. Bruner, Deputy Clerk



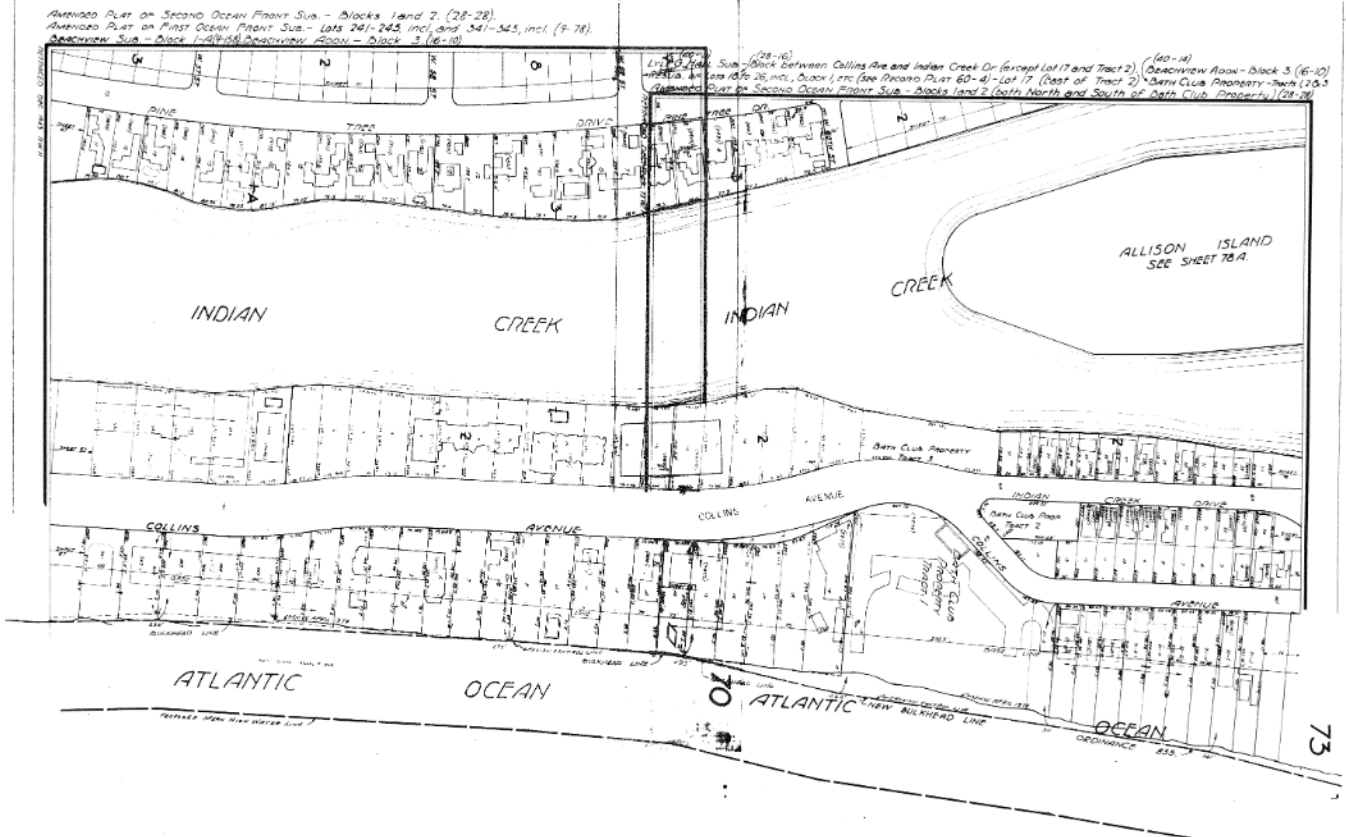
105-62¹⁰



That to have the 30 day deadline in 1974, it was 12 days at the time of the 42nd session of the Board. This was because the Board of the State of Florida was not in session in 1974.

REMOVED TO BE REPEATED: One of the 42nd session of the Board of the State of Florida was not in session in 1974.

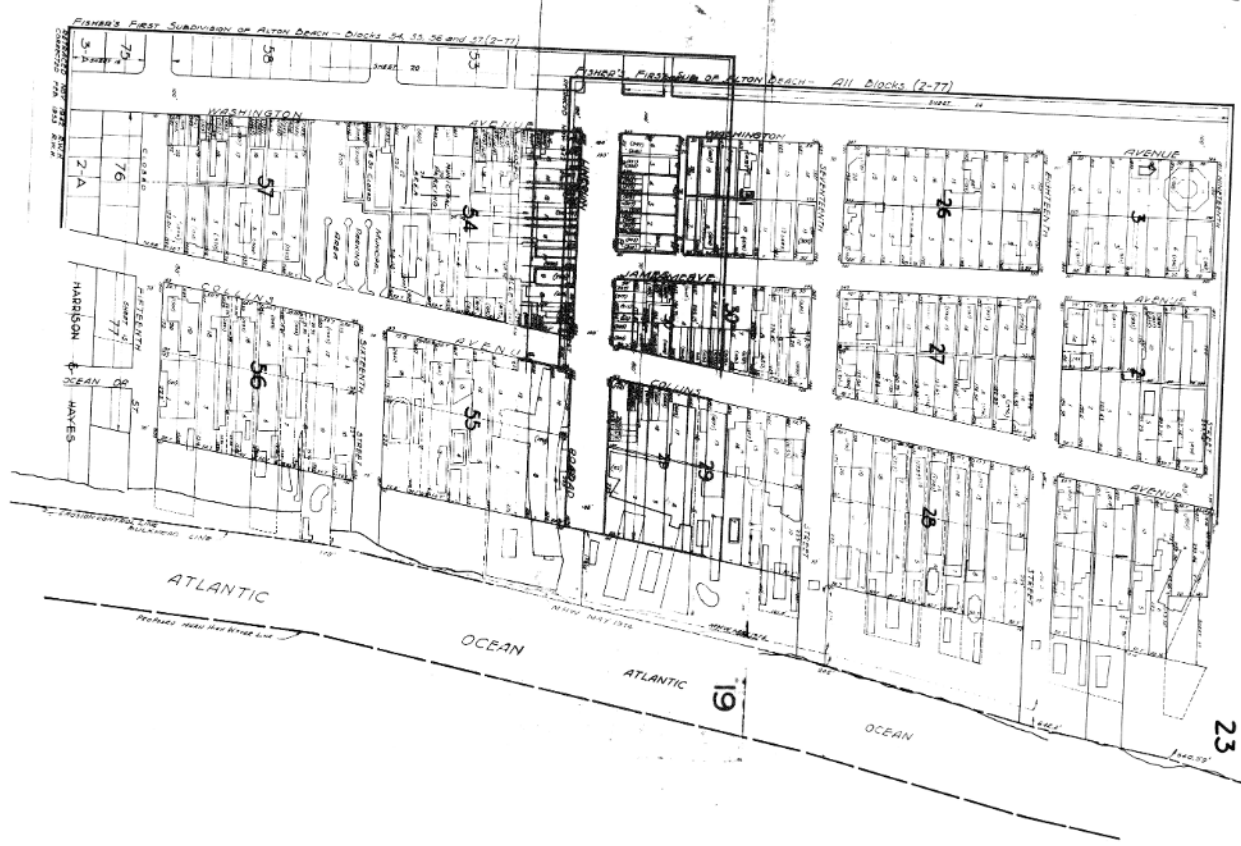
105-62¹¹



Read the record books of the Department of the State of Florida, Office of the State Engineer, for the purpose of ascertaining the location of the State of Florida and the location of the State of Florida.



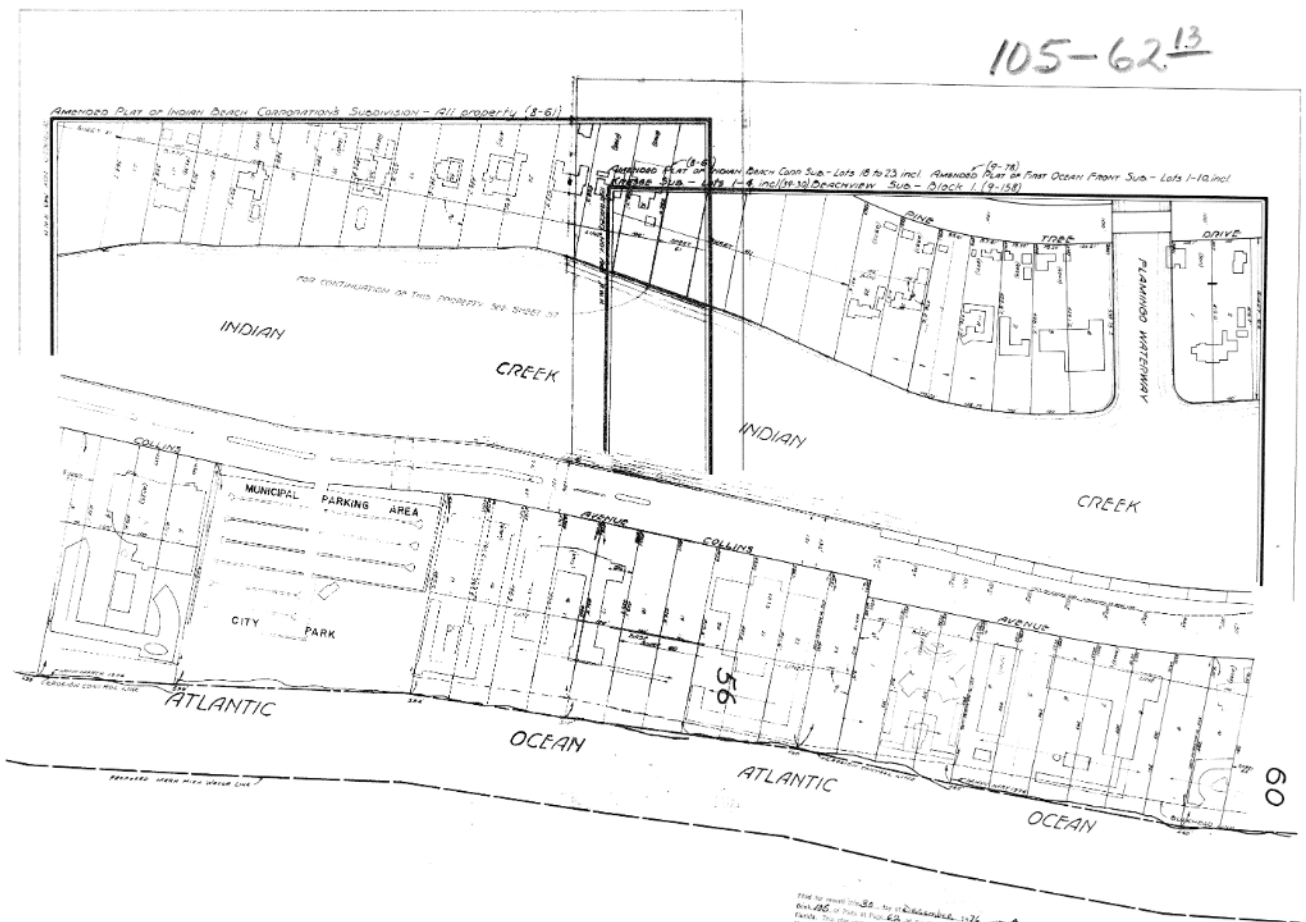
105-6212



That for record this plat is acknowledged to be correct by the undersigned, the Clerk of the County of Duval, Florida, this 28th day of May, 1936, at the County Clerk's Office, Jacksonville, Florida.

W. J. [Signature]
County Clerk

105-62¹³



This plat is subject to the provisions of the Florida Statutes, Chapter 218, and the rules of the Florida Department of Transportation, Chapter 61A, and the rules of the Florida Department of Transportation, Chapter 61A, and the rules of the Florida Department of Transportation, Chapter 61A.

FORWARDED BY: [Signature]

DATE: [Date]

AMENDED MARIAN MARCH BROS. CO. OCEAN FRONT PROPERTY - All Blocks East of Indian Creek (5-78.B)

INDIAN CREEK

CRICK

INDIAN CREEK

COLLINS AVENUE

LOT 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45

INDIAN BEACH COOPERATION SUB. - Lots A, 1-5 incl. B and 45 (5-78.B)

MARIAN MARCH BROS. CO. OCEAN FRONT PROPERTY - Blocks 38 and 40 - J. B. Van Camp PROPERTY

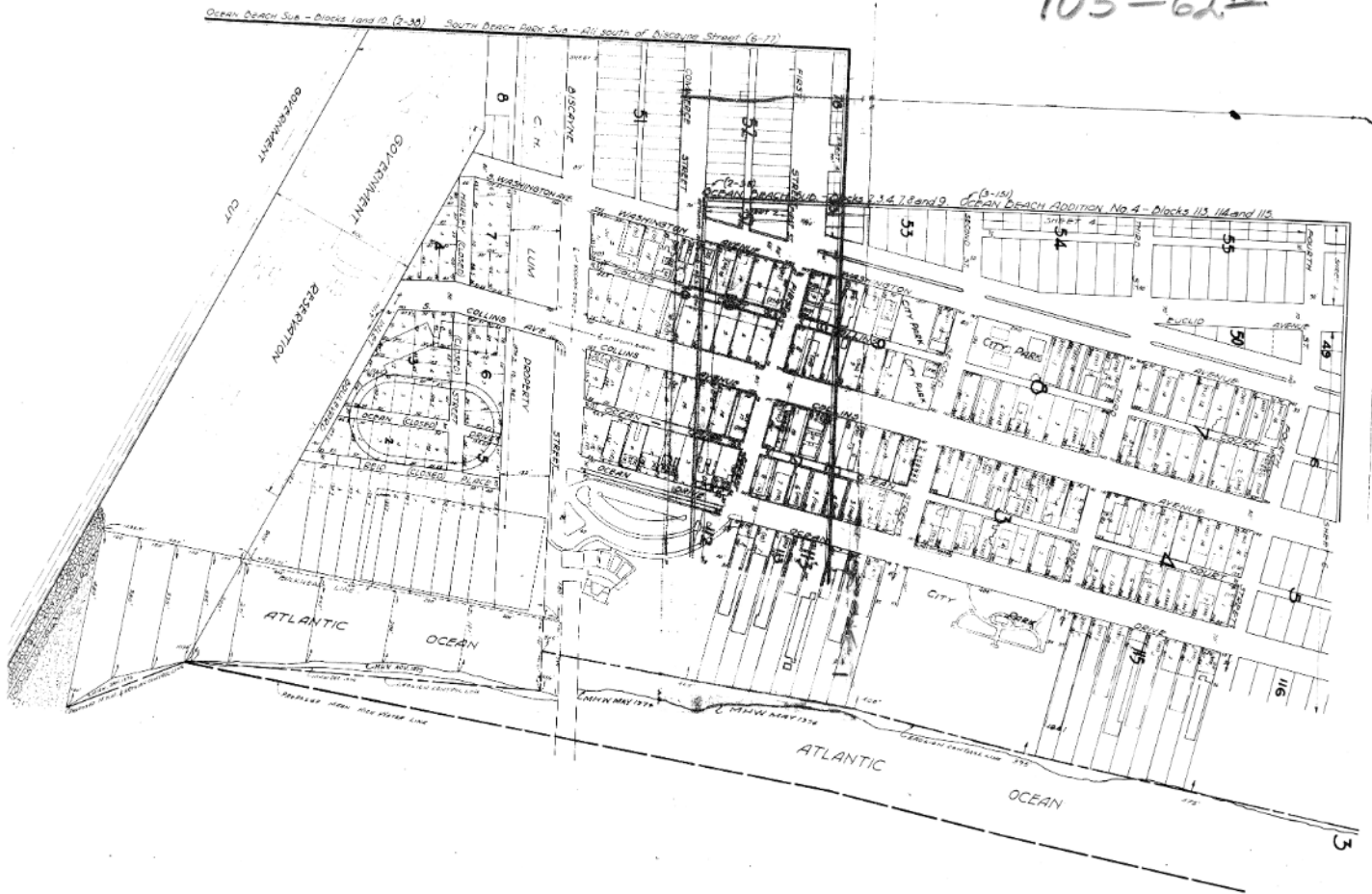
J. B. Van Camp

1924

Send for record from 3d day of December 1926, return to
that of 1st of Feb. 62 of the Public Records of State Court,
Palmer. Two full volumes with the laws of the State of Florida and
Bills of the Senate and House of Representatives.

ALFRED R. GORDON, Clerk of the Circuit Court
at Tallahassee, Florida.

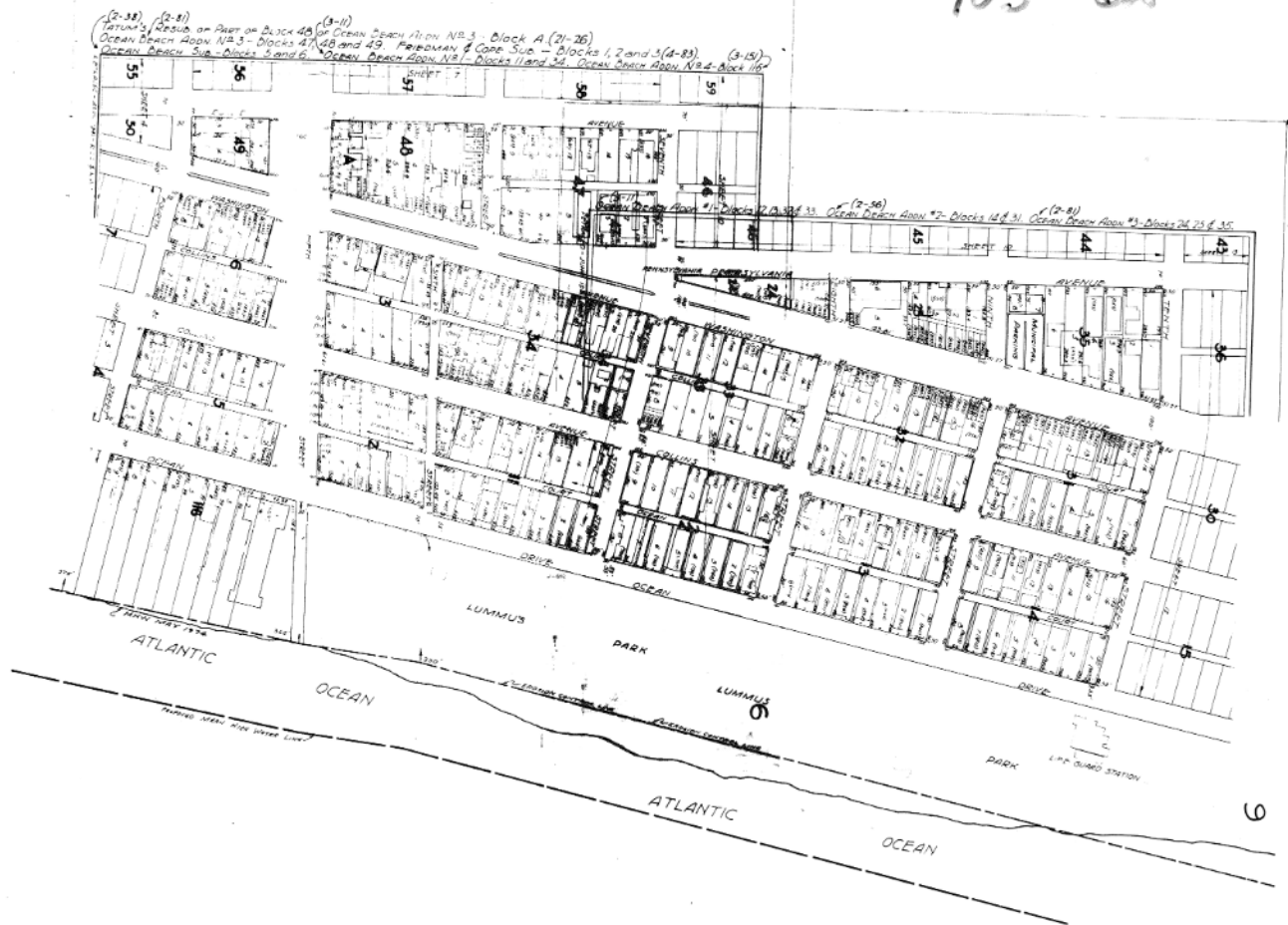
105-6215



This is to certify that the above described land is situated in
 Duval County, at the place of the Public Records of said County.
 and that the same is in accordance with the laws of the State of Florida.
 Witness my hand and seal this 14th day of March, 1914.

EDWARD P. HENNING, CLERK

105-6216



That the above plat was duly adopted by the Board of Directors of the City of Miami, Florida, on the 10th day of December, 1924, and is hereby approved and ordered to be recorded by the City Clerk of said City.

W. H. HARRIS, City Clerk of the City of Miami, Florida.

105-6216

Three hand-drawn maps of Haulover Beach, Florida, showing the Atlantic Ocean, Haulover Beach Park, and the proposed mean high water line. The maps are labeled "Section 4, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100" and include a scale bar and a north arrow.

The top map shows the beach area from Section 4 to Section 100, with the Atlantic Ocean to the north and Haulover Beach Park to the south. The proposed mean high water line is shown as a dashed line. The beach is divided into sections, with the first section labeled "Section 4" and the last section labeled "Section 100". The beach is also labeled "Haulover Beach Park" and "Tatum's Ocean Beach Park (P.B. 5-35)".

The middle map shows the beach area from Section 11 to Section 100, with the Atlantic Ocean to the north and Haulover Beach Park to the south. The proposed mean high water line is shown as a dashed line. The beach is divided into sections, with the first section labeled "Section 11" and the last section labeled "Section 100". The beach is also labeled "Haulover Beach Park" and "Tatum's Ocean Beach Park (P.B. 5-35)".

The bottom map shows the beach area from Section 11 to Section 100, with the Atlantic Ocean to the north and Haulover Beach Park to the south. The proposed mean high water line is shown as a dashed line. The beach is divided into sections, with the first section labeled "Section 11" and the last section labeled "Section 100". The beach is also labeled "Haulover Beach Park" and "Tatum's Ocean Beach Park (P.B. 5-35)".

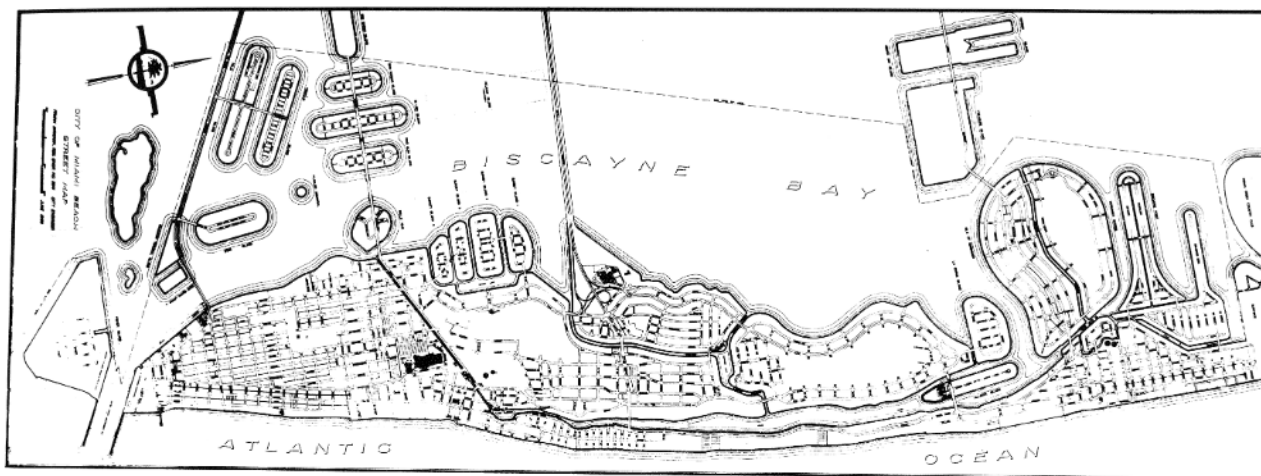
On the right side of the maps, there is a title block with the following text:

PLAT
SECTION 4
ESTABLISHMENT OF
EROSION CONTROL LINE
(PURSUANT TO SECTION 191.161, FLORIDA STATUTES)
LYING WITHIN FRACTIONAL SECTIONS 4, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100
— DADE COUNTY, FLORIDA —

Below the title block, there is a scale bar and a north arrow.

| SEALS | | | |
|-----------|------------------|----------|---------------|
| F.I.L.E.# | JUDE COUNTY DAWG | SURVEYOR | DEPUTY SURVEY |
| | | | |

Coastal Engineering, W.C. No. 24-5242-24



APPROVALS:

ESTABLISHMENT OF
EROSION CONTROL LINE

PURSUANT TO SECTION 161.01, FLORIDA STATUTES

CITY OF MIAMI BEACH
DADE COUNTY FLORIDA

THE EROSION CONTROL LINE SHOWN HEREON APPROVED THIS 15th
DAY OF June A.D. 1976

BOARD OF TRUSTEES OF THE
INTERNAL IMPROVEMENT TRUST FUND
of the State of Florida

By: Harmon W. Smith
EXECUTIVE DIRECTOR, DEPARTMENT OF NATURAL RESOURCES

THE EROSION CONTROL LINE SHOWN HEREON APPROVED BY
RESOLUTION NO. 75-14896 ON THIS 16th DAY OF APRIL A.D. 1975



CITY OF MIAMI BEACH, FLORIDA

Attest: Blaine Matthews
CITY CLERK

By: Franklin
MAYOR

THIS PLAT WAS FILED FOR RECORD THIS 30 DAY OF DEC. A.D. 1976
IN BOOK 185 OF PLATS AT PAGE 62 OF THE PUBLIC RECORDS OF
DADE COUNTY, FLORIDA AT 10:34 AM. THIS PLAT COMPLIES WITH
THE LAWS OF THE STATE OF FLORIDA AND METROPOLITAN DADE
COUNTY, FLORIDA.

RICHARD P. BRINKER
CLERK OF CIRCUIT COURT

By: Franklin
DEPUTY CLERK

THIS PLAT WAS APPROVED BY RESOLUTION NO. 200-75 PASSED AND
ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY,
FLORIDA, THIS 4th DAY OF MARCH A.D. 1975

Attest: RICHARD P. BRINKER
CLERK OF CIRCUIT COURT

By: Edmund White
DEPUTY CLERK

Signed: Franklin
MAYOR

THIS PLAT WAS APPROVED BY THE DADE COUNTY, FLORIDA, DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT THIS DAY OF _____ A.D. 1976

By: John M. Smith
DIRECTOR

THIS IS TO CERTIFY THE DESCRIPTION CONFORMS WITH
THE EROSION CONTROL LINE AS SHOWN HEREIN AND THAT THE SAME
IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND
BELIEF.

By: William P. Neilson
WILLIAM P. NEILSON
REGISTERED LAND SURVEYOR
CERTIFICATE NO. 972 STATE OF FLA.

RESOLUTION NO. 75-14696

A RESOLUTION AUTHORIZING MAYOR AND CITY CLERK
TO EXECUTE AND DELIVER CONSENTS TO ESTABLISH-
MENT OF EROSION CONTROL LINE.

WHEREAS, the United States government and the govern-
ment of the State of Florida and Dade County are about to engage
in a cooperative effort of beach nourishment, hurricane pro-
tection, and erosion control; and

WHEREAS, such program requires the cooperation of owners
of property abutting mean high water along the beaches involved;
and

WHEREAS, Chapter 161, Florida Statutes, empowers the
Trustees of the Internal Improvement Trust Fund to establish an
erosion control line at the request of the authorized local
government, provided that the owners of more than 50% of the
number of lineal feet of property abutting the proposed line
consent thereto in writing; and

WHEREAS, the establishment of such a line and the
restoration or creation of public beaches seaward of said line
will be of considerable benefit to the owners as well as to the
public; and

WHEREAS, the City of Miami Beach is the owner of certain
parcels of land abutting the proposed erosion control line; and

WHEREAS, the proper officials of Metropolitan Dade
County have requested the City of Miami Beach to execute and
deliver appropriate consent agreements covering the parcels of
land owned by the City abutting the proposed erosion control line;
and

WHEREAS, the execution and delivery of said forms of
consent is necessary for the establishment of a proposed erosion
control line, and is in conformity with law;

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COUNCIL
OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and the City
Clerk be and they are hereby authorized to execute and deliver
the required consents covering all parcels of land owned by the
City of Miami Beach abutting the proposed erosion control line.

PASSED and ADOPTED this 16th day of April, 1975.

107-100000-100000
107-100000-100000
107-100000-100000
107-100000-100000
107-100000-100000


Mayor

Attest:


City Clerk

ORIGINAL
RESOLUTION NO. 75-14696
(Authorizing Mayor and City Clerk to execute and deliver consents to establishment of erosion control line)