



CFN 2010R0409973  
 OR Bk 27323 Pgs 2099 - 2113 (15pgs)  
 RECORDED 06/17/2010 10:56:22  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Easement Agreement") is entered into as of the 7 day of JUNE, 2010, by and between the MIAMI WOMAN'S CLUB, a non-profit Florida corporation (the "Grantor"), and the CITY OF MIAMI, a municipal corporation of the State of Florida (the "City"):

RECITALS:

A. The Grantor is the owner in fee simple of the land located at 1737 North Bayshore Drive, Miami, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

B. The Grantor and the OMNI REDEVELOPMENT DISTRICT COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the "CRA") entered into that certain Grant Agreement dated November 18, 2008 (the "Grant Agreement"), and that certain Addendum to the Grant Agreement dated June 18, 2009 (the "Addendum"). Pursuant to the Grant Agreement and Addendum, Grantor is required to grant the City, in perpetuity, 23-foot wide pedestrian easement running over the entire length of the Property, as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Baywalk Easement Area").

C. Grantor desires to grant the City an easement over and across the Baywalk Easement Area, as hereinafter provided.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and the City hereby agree as follows:

1. Recitals. The Recitals to this Easement Agreement are true, correct and incorporated herein by reference.

2. Grant of Pedestrian Baywalk Easement. Grantor does hereby grant, give and convey to the City, its successors and assigns, a perpetual easement for any appropriate public purposes, including but not limited to, pedestrian ingress, egress and access over and across the Baywalk Easement Area (the "Baywalk Easement").

3. Design and Construction of Baywalk. The City shall have the right, but not the obligation, to design, construct a baywalk, landscaping and related improvements (collectively, the "Improvements") within the Baywalk Easement Area. The City shall have the right to remove any improvements currently located within the Baywalk Easement Area, including, but not limited to the existing fence.

4. Rights Reserved by Grantor. Grantor hereby reserves unto itself, its successors and assigns as follows:

(a) the right of ingress and egress across, the Baywalk Easement Area by Grantor, its successors, assigns and guests, invitees and persons doing business with Grantor, including the use of the waterfront abutting the Baywalk Easement Area for

*15 Part*

permissible marina and other purposes, public and private, in accordance with all applicable laws, provided such uses do not interfere with the use of the Baywalk Easement by the public; and

(b) the right to install and maintain underground facilities for utilities within the Baywalk Easement Area, provided Grantor promptly repairs any damage to the Improvements resulting from the insulation and/or repair of underground facilities.

5. Maintenance of Baywalk. Upon completion of construction of the Improvements by the City, the completed Improvements shall be perpetually maintained by the Grantor in good, clean and first-class condition. "First Class Condition" shall require, at a minimum, that the replacement materials used on the Improvements shall be of better or equal quality than that used in its initial construction.

6. Insurance; Indemnity and Hold Harmless.

(a) Insurance. Prior to commencing the construction of the Improvements, the City's contractor for said Improvements shall obtain the insurance required by the City's Risk Management Administrator and provide the Grantor with evidence, consisting of certificates or policies of insurance and bonds issued by Florida insurers and/or sureties rated B:VII or better per A.M. Best's Key Rating Guide, latest edition, of: (a) builder's risk insurance for the full replacement cost of the Improvements, and (b) general liability insurance in such form and amounts as may be reasonably required by the City's Risk Management Administrator. The amount of insurance coverage required will not be less than the amounts set forth in Exhibit "B", "Insurance Requirements," attached hereto. Said insurance policies shall name the Grantor as an additional insured. The foregoing insurance coverage shall be maintained in effect by City from the commencement of construction of the Improvements until completion of the Improvements. The Grantor shall be given at least 30 days prior written notice of any cancellation, lapse, or material modification of said insurance coverage.

(b) Insurance for Maintenance. The Grantor shall provide the City's Risk Management Administrator with evidence of general liability insurance in such form and amounts as may be reasonably required by the City's Risk Management Administrator, and in amounts not less than the amounts set forth in Exhibit "B-1". Evidence shall consist of certificates or policies of insurance issued by Florida insurers rated B:VII or better per A.M. Best's Key Rating Guide, latest edition. Said insurance policies shall name the City as an additional insured. The foregoing insurance coverage shall be maintained continuously in effect. The City shall be given at least 30 days prior written notice of any cancellation, lapse, or material modification of said insurance coverage.

(c) Hold Harmless and Indemnify. Grantor, its successors and assigns, hereby covenant not to sue, hold harmless, indemnify, and defend the City, the CRA and their respective officers or employees in any and all actions, claims, demands, costs, expenses, liabilities or damages arising or accruing by virtue of acts of omissions of Grantor, its agents, servants, representatives, successors and assigns. This hold harmless, indemnity and covenant not to sue includes, without limitation, any and all claims for personal injury, wrongful death, damage to or loss of property, violation of applicable laws, codes, rules, construction, architectural, or design

decisions, actions or omissions. The duty to defend may be complied with, at the option of the City Attorney, by either paying reasonable attorney's fees for the cost incurred by the City in its defense, or by selecting defense counsel, the cost of which shall be borne by Grantor. The obligations under this section shall survive the expiration or cancellation of this Easement Agreement.

7. Miscellaneous.

(a) Enforcement. The provisions of this Easement Agreement may be enforced by all appropriate actions in law and in equity by any party to this Easement Agreement. In order to expedite the conclusion of the actions brought pursuant to this Easement Agreement, the parties, their successors and assigns will not demand jury trial nor file permissive counterclaims outside the bounds of this Easement Agreement in such actions. The parties expressly waive the right to a jury trial in connection with any matter arising under this Easement Agreement.

(b) Counterparts. This Easement Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

(c) The City Officials. The "City" is a municipal corporation, and the City Manager as its Chief Administrative Officer, is empowered to make all decisions with regard to this Easement Agreement on behalf of the City, unless otherwise provided by law or by resolution of the City Commission.

(d) Successors and Assigns. This Easement Agreement shall inure to the benefit of and be binding upon the Grantor and its successors and assigns.

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

(f) Notices. Any and all notices required or desired to be given hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand (including recognized overnight courier services, such as Federal Express) or three (3) business days after deposit in the United States mail, by registered or certified mail, return receipt requested, postage prepaid, and addressed to the recipient at the address for such party set forth in the introductory paragraph to this Easement Agreement (or to such other address as any party hereunder shall hereafter specify to the other in writing).

City of Miami:

City of Miami  
444 S.W. 2<sup>nd</sup> Avenue, 10<sup>th</sup> Floor  
Miami, Florida 33130  
Attn: Pedro G. Hernandez, City Manager

With a copy to:

Office of the City Attorney  
444 S.W. 2<sup>nd</sup> Avenue, Suite 945  
Miami, Florida 33130  
Attn: Julie O. Bru  
City Attorney

Grantor:

Miami Woman's Club  
1737 North Bayshore Drive  
Miami, Florida 33132  
Attn: Noreen Timoney  
President

(g) Severability. In the event any term or provision of this Easement Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Easement Agreement shall be construed in full force and effect.

(h) Exhibits. All of the Exhibits attached to this Easement Agreement are incorporated in, and made a part of, this Easement Agreement.

(i) Amendments; Termination. This Easement Agreement may not be amended, modified or terminated except by written agreement of the parties hereto.

8. Covenants Running with the Land. It is intended that the terms, conditions, covenants, rights, obligations and burdens set forth in this Easement Agreement shall constitute covenants running with the title to the Property.

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

10. Governing Law. This Easement Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. Venue for all actions under this Easement Agreement shall be in Miami-Dade County, Florida.

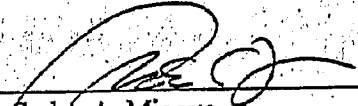
11. Third Party Beneficiaries. Neither the City nor Grantor intends to directly or substantially benefit a third party by this Easement Agreement. Therefore, the parties agree there are no third party beneficiaries to this Easement Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Easement Agreement.

[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]

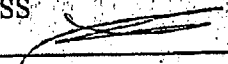


CITY:

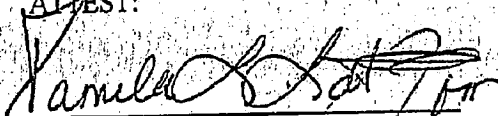
CITY OF MIAMI, a municipal corporation of the  
State of Florida

By:   
Name: Carlos A. Migoya  
Title: City Manager

APPROVED AS TO FORM AND  
CORRECTNESS

  
Julie Bru, City Attorney *RSR*

ATTEST:

  
Priscilla Thompson, City Clerk

APPROVED AS TO INSURANCE  
REQUIREMENTS:


  
Risk Management Administrator  
*Lee Ann Brechy*

EXHIBIT "A"

DESCRIPTION OF BAYWALK EASEMENT AREA

The East twenty three (23) feet of the following described parcel:

Lot 3, less the South 20 feet thereof that lies East of the West 250 feet thereof and on the eastern twenty three (23) feet of all of Lot 4, Amended Plat of Miramar Plaza, according to the plat thereof as recorded in Plat Book 33, Page 18, Public records of Miami-Dade County, Florida.

EXHIBIT "B"

**INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE  
FROM GENERAL CONTRACTOR**

**I. Commercial General Liability (Primary & Non Contributory)**

**A. Limits of Liability**

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$1,000,000

**B. Endorsements Required**

City of Miami included as an Additional Insured  
Contingent Liability  
Contractual Liability  
Waiver of Subrogation  
Premises/Operations Liability  
Explosion, Collapse and Underground Hazard  
Loading and Unloading  
Mobile Equipment (Contractors Equipment) whether owned, leased,  
Borrowed, or rented by the contractor or employees of the contractor

**II. Business Automobile Liability**

**A. Limits of Liability**

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

**B. Endorsements Required**

City of Miami included as an Additional Insured

**III. Worker's Compensation**

Limits of Liability  
Statutory-State of Florida  
Waiver of subrogation



**IV. Employer's Liability**

**A. Limits of Liability**

- \$1,000,000 for bodily injury caused by an accident, each accident.
- \$1,000,000 for bodily injury caused by disease, each employee
- \$1,000,000 for bodily injury caused by disease, policy limit

**V. Owner's & Contractor's Protective**

**A. Limits of Liability**

- |                 |             |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
| Aggregate       | \$1,000,000 |

**VI. Umbrella Policy**

**A. Limits of Liability**

- |                 |             |
|-----------------|-------------|
| Each Occurrence | \$2,000,000 |
| Aggregate       | \$2,000,000 |

**VII. Payment and Performance Bond (Full amount of the Project)  
City of Miami included as obligee**

**VIII. Builders' Risk**

Causes of Loss: All Risk-Specific Coverage Project Location  
Valuation: Replacement Cost  
Deductible: \$5,000 All other Perils  
5% maximum on Wind

A. Limit-at Site \$ \_\_\_\_\_

**B. Coverage Extensions:**

- Materials, supplies and similar property owned by others for which you are responsible.
- Full coverage up to policy limits for equipment breakdown.
- Temporary storage/transit coverage.
- Full coverage up to policy limits for site preparation, re-excavation, re-preparation and re-grade in the event of a loss.
- Fences, scaffolding, construction forms coverage and signs
- Valuable papers coverage for blueprints, site plans and similar documents.
- Trees, shrubs, sod, plants while at premises.
- Flood, including inundation, rain, seepage and water damage.

- New ordinance or law; reimbursement for any resulting loss of value to the undamaged portion, and required demolition expenses, including construction necessary to repair, rebuild or re-construct damaged parts.
- Temporary structures, cribbing and false work built or erected at construction site.
- Unintentional errors and omissions in reporting clause
- Debris Removal.

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.

EXHIBIT "B-1"

**INSURANCE REQUIREMENTS FOR A CERTIFICATE OF INSURANCE  
(MAINTENANCE OF EASEMENT MIAMI WOMANS CLUB)**

**I. Commercial General Liability (Primary & Non Contributory)**

**A. Limits of Liability**

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$1,000,000

**B. Endorsements Required**

City of Miami included as an Additional Insured  
Contingent Liability  
Contractual Liability  
Waiver of Subrogation  
Premises/Operations Liability  
Explosion, Collapse and Underground Hazard

**II. Business Automobile Liability**

**A. Limits of Liability**

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Any Auto, Owned Autos, Scheduled Autos, Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 1,000,000

**B. Endorsements Required**

City of Miami included as an Additional Insured

**III. Worker's Compensation**

Limits of Liability  
Statutory-State of Florida  
Waiver of subrogation

**Employer's Liability**

**B. Limits of Liability**

\$1,000,000 for bodily injury caused by an accident, each accident.  
\$1,000,000 for bodily injury caused by disease, each employee

\$1,000,000 for bodily injury caused by disease, policy limit

**IV. Umbrella Policy**

<b>B. Limits of Liability</b>	
Each Occurrence	\$1,000,000
Aggregate	\$1,000,000

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.



**City of Miami  
Certified Copy**

City Hall  
3500 Pan American Drive  
Miami, FL 33133  
www.miamigov.com

37-11-18-00  
2011-11-18

File Number: 09-01043

Enactment Number: R-09-0532

A RESOLUTION OF THE MIAMI CITY COMMISSION, WITH ATTACHMENT(S), AUTHORIZING THE CITY MANAGER TO ACCEPT FROM THE MIAMI WOMAN'S CLUB ("CLUB"), IN PERPETUITY, AN APPROXIMATELY TWENTY-THREE (23) FOOT WIDE BAYWALK EASEMENT, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A", ATTACHED AND INCORPORATED, OF THE PROPERTY LOCATED AT 1737 NORTH BAYSHORE DRIVE, MIAMI, FLORIDA, FOR THE CONSTRUCTION OF THE BAYWALK TO BE USED AS A PERMANENT PUBLIC ACCESS TO THE WATERFRONT; FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT OF EASEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, AND ALL DOCUMENTS WHICH ARE NECESSARY TO EFFECTUATE SAID CONVEYANCE.

WHEREAS, the Miami Woman's Club ("Club") is the owner in fee simple of the land located at 1737 North Bayshore Drive, Miami, Florida, more particularly described in Exhibit "A", attached and incorporated (the "Property"); and

WHEREAS, on January 28, 2008, the Miami Woman's Club requested a grant from the Board of Commissioners of the Omni Redevelopment District Community Redevelopment Agency (the "Omni CRA"), in the amount of \$3,750,000, to underwrite costs associated with repairs and 40-year recertification of its building at the Property; and

WHEREAS, on February 25, 2008, the Board of Commissioners of the Omni CRA authorized a grant, in an amount not to exceed \$1,800,000, to the Miami Woman's Club, for repairs and recertification and directed the Executive Director of the Omni CRA to include the remaining portion requested in the next fiscal year's budget; and

WHEREAS, on April 27, 2009, the Omni CRA authorized a grant, in an amount not to exceed \$1,950,000, for a total amount not to exceed \$3,750,000, to the Miami Woman's Club for the required repairs in connection with the 40-year recertification; and

WHEREAS, the Miami Woman's Club and the Omni CRA entered into a Grant Agreement dated November 18, 2008, and as a condition of the Grant Agreement, the grantor is required to grant the City of Miami ("City"), in perpetuity, an approximately twenty-three (23) foot wide pedestrian easement running over the entire length of the Property; and

WHEREAS, the grantor granted, to the City, its successors and assigns, a perpetual easement for any appropriate public proposes, including but not limited to, pedestrian ingress, egress and access over and across the Baywalk Easement Area; and

WHEREAS, the City has the right, but not the obligation, to design, construct a baywalk,

landscaping and related improvements within the Baywalk Easement Area; and

WHEREAS, the City has the right to remove any improvements currently located within the Baywalk Easement Area, including, but not limited to the existing fence; and

WHEREAS, the Omni CRA may fund the construction of the baywalk granted in this easement; and

WHEREAS, upon completion of construction of the improvements by the City, the completed improvements shall be perpetually maintained by the Club in good, clean and first-class condition;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

Section 2. The City Manager is authorized{1} to accept from the Miami Woman's Club, in perpetuity, an approximately twenty-three (23) foot wide baywalk easement, as more particularly described in Exhibit "A", attached and incorporated, of the Property, for the construction of the baywalk to be used as a permanent public access to the waterfront.

Section 3. The City Manager is further authorized{1} to execute the Grant of Easement, in substantially the attached form, and all documents which are necessary to effectuate said conveyance.

Section 4. This Resolution shall become effective immediately upon its adoption and signature of the Mayor.{2}

Date: OCTOBER 8, 2009  
Action: CONTINUED

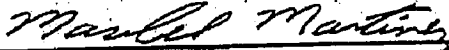
Date: DECEMBER 10, 2009  
Mover: COMMISSIONER SUAREZ  
Second: VICE CHAIRMAN CAROLLO  
Vote: AYES: 3 - COMMISSIONER CAROLLO, SARNOFF AND SUAREZ  
Action: ADOPTED WITH MODIFICATIONS

Date: DECEMBER 16, 2009  
Action: SIGNED BY THE MAYOR

File Number: 09-01043

Enactment Number: R-09-0532

I, Priscilla A. Thompson, City Clerk of the City of Miami, Florida, and keeper of the records thereof, do hereby certify that this constitutes a true and correct copy of Resolution No. R-09-0532, with attachments, passed by the City Commission on 12/10/2009.

  
\_\_\_\_\_  
City Clerk, Deputy Clerk (for P. A. Thompson,  
City Clerk)

December 30, 2009

\_\_\_\_\_  
Date Certified

- {1} The herein authorization is further subject to compliance with all requirements that may be imposed by the City Attorney, including but not limited to those prescribed by applicable City Charter and Code provisions
- {2} If the Mayor does not sign this Resolution, it shall become effective at the end of ten calendar days from the date it was passed and adopted. If the Mayor vetoes this Resolution, it shall become effective immediately upon override of the veto by the City Commission.