

MEMORANDUM

Agenda Item No. 8(L)(1)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 23, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving an interlocal agreement with the Florida Department of Transportation, Florida's Turnpike Enterprise (FDOT) in connection with FDOT's construction of an interchange and related roadway improvements at the intersection of the Homestead Extension of the Florida Turnpike (HEFT) and NW 170 Street; declaring County property as surplus contingent upon certain conditions; authorizing the conveyance of County-owned property to FDOT and release of certain County interests for nominal monetary consideration pursuant to Florida Statute sections 125.38; authorizing the acceptance of property by the County from FDOT for nominal monetary consideration; authorizing the County Mayor to execute interlocal agreement, to perform all acts necessary to effectuate such agreement and to exercise any rights conferred therein; and directing the County Mayor to record County property interests

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.




Abigail Price-Williams
County Attorney



APW/smm

Date: July 23, 2019

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez 
Mayor

Subject: Interlocal Agreement with the Florida Department of Transportation, through its Florida Turnpike Enterprise (FDOT) in Connection with the FDOT's Construction of an Interchange and Related Improvements at the Intersection of the Homestead Extension of the Florida Turnpike (HEFT) and NW 170th Street

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution authorizing the County Mayor or designee to execute an Interlocal Agreement (Agreement) with the Florida Department of Transportation, through its Florida Turnpike Enterprise (FDOT) in connection with FDOT's construction of an interchange and related roadway improvements at the intersection of the Homestead Extension of the Florida Turnpike (HEFT) and NW 170th Street; and to perform all acts necessary as outlined in the Agreement to accomplish the relocation and replacement of the impacted segments of the County's canals in a manner that maintains the continuous flow of these canals during and after the construction of the Project.

Scope

The properties, including the segments of canals impacted by the FDOT project that are the subject of this Agreement, are located within Commissioner Jose "Pepe" Diaz's District 12.

Fiscal Impact/Funding Source

There is no fiscal impact to the County resulting from the construction of the interchange. FDOT is providing all necessary funding for the project and shall be solely responsible for all costs and expenses related to the project, including all costs and expense needed to replace and relocate the impacted segments of the County's existing canals. However, this agreement does include language anticipating the future assumption by the County requested by FDOT of an approximate ¼ mile segment of new canal maintenance area, as further described below. Assumption of this maintenance area is estimated at \$10,000 annually and will not create a significant impact since the County already maintains the adjacent, connecting canal areas. Canal maintenance will be funded by the Stormwater Utility, in the same way that canal maintenance over miles of existing County canals is currently funded, and the current balance as of June 30, 2019 is \$6,783,961.

Track Record/Monitor

The Water Control Section Manager within the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, Maria D. Molina, P.E., will be responsible for tasks related to this Agreement.

Background

FDOT has been working on expanding and improving SR 821 (HEFT) and has planned the construction of an interchange at NW 170th Street. The FDOT project is intended to improve mobility,

alleviate traffic congestion, provide additional travel options, and accommodate future growth and development in the area at no cost to the County.

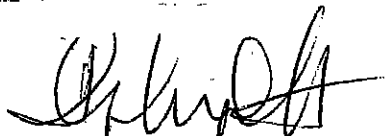
The construction of this interchange and related roadway improvements will impact certain segments of County owned and maintained canals, necessitating their relocation to accommodate the planned scope of the interchange. As part of this project, FDOT has requested assurance, prior to the execution of the project's construction contract, of the County's intent to convey and release the canal property interests that are needed for this project. These property interests are located along NW 107th Avenue and NW 170th Street, both intersecting County roads, and are legally described and depicted as exhibits to the attached Agreement. The Agreement also requires FDOT to construct and convey a fully-functional replacement canal and canal properties to the County before the County would convey and release to FDOT the County canal property interests that FDOT needs for its project. To this end, the Agreement includes exhibits depicting the future property interests to be conveyed by FDOT to the County in order to replace the County's existing canal interests.

The construction of the interchange project is anticipated to have a 5 year duration and the conveyance and acceptance by the County of the related property interests will occur as certain project milestones are met. These milestones are described in the attached Agreement and have been memorialized through the Class III permit(s) that have been issued to FDOT in connection with this project. The Class III permits are issued through RER's Division of Environmental Resources Management (RER-DERM) and require that the existing County canal remain fully functional until such time as FDOT has constructed the replacement canal and conveyed the replacement property to the County.

The Agreement also includes language effectuating a future maintenance arrangement over an area of FDOT owned canal (approximate ¼ mile segment depicted in Exhibit I to the Agreement) that is being improved as part of the larger interchange project. The County wishes to assume responsibility for the maintenance of this FDOT-owned canal segment because it connects the flow of the County-owned Golden Glades canal and NW 107th Avenue canal. Because the County already maintains these adjacent canals, assumption of the maintenance of this segment which connects their flow will not create a significant impact to the County and will assure that service levels are maintained throughout the County owned network.

Delegation of Authority

This resolution delegates authority to the County Mayor or designee, and to the Chair or Vice Chair of this Board, as appropriate, to accept and execute such deeds and easements from FDOT, and to approve and execute such deeds and easement from the County to FDOT, and to execute such releases of canal property, all per the respective legal instruments and the corresponding legal descriptions that are attached as exhibits to the Agreement. In light of ongoing design by the FDOT, this resolution also delegates authority to the County Mayor or designee to review and approve revised acreage and legal descriptions as may be necessary and appropriate for these conveyances, provided that the terms and conditions are not less favorable to the County and the total acreage to be transferred or released does not increase or decrease by more than 10% to the County's detriment.



Jack Osterholt, Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: July 23, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(L)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 8(L)(1)

Veto _____

7-23-19

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S TURNPIKE ENTERPRISE (FDOT) IN CONNECTION WITH FDOT'S CONSTRUCTION OF AN INTERCHANGE AND RELATED ROADWAY IMPROVEMENTS AT THE INTERSECTION OF THE HOMESTEAD EXTENSION OF THE FLORIDA TURNPIKE (HEFT) AND NW 170 STREET; DECLARING COUNTY PROPERTY AS SURPLUS CONTINGENT UPON CERTAIN CONDITIONS; AUTHORIZING THE CONVEYANCE OF COUNTY-OWNED PROPERTY TO FDOT AND RELEASE OF CERTAIN COUNTY INTERESTS FOR NOMINAL MONETARY CONSIDERATION PURSUANT TO FLORIDA STATUTE SECTIONS 125.38; AUTHORIZING THE ACCEPTANCE OF PROPERTY BY THE COUNTY FROM FDOT FOR NOMINAL MONETARY CONSIDERATION; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE INTERLOCAL AGREEMENT, TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE SUCH AGREEMENT AND TO EXERCISE ANY RIGHTS CONFERRED THEREIN; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECORD COUNTY PROPERTY INTERESTS

WHEREAS, the Board desires to accomplish the purposes outlined in the accompanying Mayor's memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the Florida Department of Transportation, through its Florida's Turnpike Enterprise ("FDOT") proposes to improve the Homestead Extension of the Florida Turnpike at Northwest 170th Street (the "Project") in Miami-Dade County including the construction of an interchange as well as significant roadway work in the immediate vicinity of NW 170th Street and the HEFT in order to improve the roadway system in the area; and

WHEREAS, the Project will increase capacity, improve vehicular traffic flow and safety, and improve the efficiency of access to and interconnectivity of area roadways; and

WHEREAS, the Project will require the relocation of an existing canal owned, operated, and maintained by the County along NW 170th Street (the “Existing Canal”) that conflicts with the footprint of the Project; and

WHEREAS, it is essential that the Existing Canal flow-way remain functional at all times, including during the construction of the Project; and

WHEREAS, in order to construct the Project, FDOT has requested the County to transfer certain County-owned Property to the FDOT and to release other County interests; and

WHEREAS, FDOT will provide all necessary funding for the Project and shall be solely responsible for all costs and expenses related to the Project, including all costs and expenses needed to relocate the County’s existing canal; and

WHEREAS, to accomplish the foregoing, the parties desire to enter into the attached Interlocal Agreement (the “Interlocal Agreement”), pursuant to which: 1) FDOT will construct a fully functional replacement canal on certain property owned by both the County and FDOT (the “Relocated Canal”), portions of which will be conveyed to the County after such construction, together with property interests necessary to operate and maintain the Relocated Canal after the Project improvements have been completed, all as detailed and described in the attached Interlocal Agreement (the “FDOT Property”); and 2) after the FDOT has conveyed such property to the County, the County will convey County property to the FDOT and release County interests, as required to construct, maintain, and operate the Project, all as detailed and described in the attached Interlocal Agreement (the “County Property”); and 3) the County will maintain a small segment of canal that will remain under FDOT ownership; and

WHEREAS, the County's conveyance of the County Property to the FDOT is in the public's best interest and welfare for the construction of the Project, and the Board has determined that the FDOT requires the County Property for such use; and

WHEREAS, contingent upon and following the conveyance of the FDOT Property, including the Replacement Canal, to the County, this Board determines that the County Property is not otherwise needed for County purposes; and

WHEREAS, the conveyance of the County Property to the FDOT is in accordance with section 125.38, Florida Statutes,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated and adopted herein.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the Interlocal Agreement in substantially the form attached, to exercise all rights conferred therein, and to perform all acts necessary to effectuate same including procuring all necessary approvals and signatures, in order to accomplish the construction of the Project and the replacement of the County's canal, in a manner that maintains the continuous flow of the canal during and after the construction of the Project.

Section 3. As further set forth in the Interlocal Agreement, this Board (i) authorizes the acceptance of the FDOT Property by the County for nominal monetary consideration by the County Mayor or County Mayor's designee; (ii) contingent upon such acceptance, declares the County Property as surplus and authorizes the conveyance of the County Property to the FDOT pursuant to section 125.38, Florida Statutes, as well as the release of certain County interests; (iii) authorizes the Chairperson or Vice Chairperson of this Board to execute the County deeds in

substantially the form attached to the Interlocal Agreement; and (iv) authorizes the County Mayor or County Mayor’s designee to execute the easements, releases, and deeds in substantially the form attached to the Interlocal Agreement. In addition, this Board delegates the authority to the County Mayor or County Mayor’s designee to review and approve revised acreage and legal descriptions as may be necessary and appropriate for these property conveyances and releases in light of ongoing design by FDOT, provided that: (i) said terms and conditions are no less favorable, financially or otherwise, to the County; (ii) no policies of this Board are violated or modified in the final terms and that such revisions comport with the intent of this Board’s Resolution; and (iii) the total acreage to be transferred or released by the County to FDOT or transferred by FDOT to the County does not increase or decrease by more than 10 percent to the County’s detriment.

Section 4. Pursuant to Resolution No. R-974-09, this Board (a) directs the County Mayor or County Mayor’s designee to record the instruments of conveyance executed herein which create or retain an interest in Miami-Dade County in the Public Records of Miami-Dade County and to provide a recorded copy of each instrument to the Clerk of the Board within thirty (30) days of execution of said instruments; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of each of said instruments together with this resolution.

The foregoing resolution was offered by Commissioner _____,
who moved its adoption. The motion was seconded by Commissioner _____
and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	
Rebeca Sosa, Vice Chairwoman	
Esteban L. Bovo, Jr.	Daniella Levine Cava
Jose “Pepe” Diaz	Sally A. Heyman
Eileen Higgins	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared this resolution duly passed and adopted this 23rd day of July, 2019. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Debra Herman
Abbie Schwaderer-Raurell

**INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FLORIDA'S
TURNPIKE ENTERPRISE**

This Interlocal Agreement (the "Agreement") is made and entered into on this ___ day of _____ 2019 ("Effective Date"), between Miami-Dade County (the "County"), a political subdivision of the State of Florida, and the State of Florida Department of Transportation, Florida's Turnpike Enterprise ("FDOT"). The parties are hereafter collectively referred to as "the Parties."

RECITALS

WHEREAS, FDOT is authorized by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

WHEREAS, FDOT is authorized under Section 338.2216(2), Florida Statutes, to plan, develop, own, purchase, lease, or otherwise acquire, demolish, construct, improve, relocate, equip, repair, maintain, operate, and manage the Florida Turnpike System; and to cooperate, coordinate, partner, and contract with other entities, public and private, to accomplish these purposes; and

WHEREAS, FDOT is authorized under Section 338.222(2), Florida Statutes to contract with any local governmental entity as defined in s. 334.03(13) for the design, right-of-way acquisition, or construction of any turnpike project which the Legislature has approved; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes (the "Act"), authorizes local and state governmental units to cooperate with one another in providing services and facilities; and

WHEREAS, FDOT has designed and intends to construct, at its sole cost and expense, certain improvements to Florida's Turnpike located at theoretical N.W. 170th Street in Miami-Dade County, as further depicted in Exhibit "A," attached hereto and incorporated herein, for the purpose of alleviating traffic congestion and facilitating and improving traffic flow (the "FDOT Project"); and

WHEREAS, the County owns property and possesses other property interests within and adjacent to Florida's Turnpike located at theoretical N.W. 170th Street, a portion of which FDOT requires in order to construct the FDOT Project, and such portion required by FDOT is shown as County Canal Reservation, County Canal Maintenance Easement and County Canal Right of

Way on **Exhibit B**, attached hereto and incorporated herein (collectively referred to herein as the "County Property"); and

WHEREAS, the County through its Division of Environmental Resources Management (DERM) manages a countywide Water Control Program as necessary for drainage and the prevention of floods; and

WHEREAS, an existing County owned and maintained drainage canal (the "Canal") serving public purposes related to drainage and water management, is located on the County Property; and

WHEREAS, a DERM Class III permit is required for work in, on, upon or contiguous to non-tidal lakes, canals, rivers and other water areas and waterfronts under the direct control of the County by virtue of ownership, dedication by plat, right-of-way easement, reservation, or access agreement; and

WHEREAS, FDOT has obtained a DERM Class III permit for work associated with the FDOT Project which proposes to relocate the Canal and provide a replacement canal (the "Replacement Canal"); and

WHEREAS, FDOT has requested the conveyance of the County Property at no cost in order to construct the FDOT Project, in exchange for relocation and replacement of the Canal upon replacement property, including by permit on FDOT owned limited access right-of-way; and

WHEREAS, in consideration of the conveyance from the County, and in order to maintain and preserve the existing canal and drainage system, the FDOT has agreed to acquire property for, and to construct, the Replacement Canal prior to eliminating the existing Canal as depicted in the sketch attached hereto and incorporated herein as **Exhibit "C"**, in order to reconstruct the Replacement Canal at no cost or expense to the County; and

WHEREAS, after construction of the Replacement Canal on the Replacement Property, including by permit on FDOT limited access right-of-way, and upon confirmation that the Replacement Canal has been constructed as agreed by the Parties, the FDOT shall convey the Replacement Property interests, including all Canal infrastructure, to the County at no cost (the "Replacement Property") as further specified herein; and

WHEREAS, FDOT will permit a portion of the Replacement Canal to be constructed, operated, and maintained within FDOT limited access right-of-way, subject to the terms and

conditions specified herein; and

WHEREAS, the DERM Class III permit requires that the existing County canal remain fully functional until such time as

FDOT has constructed the Replacement Canal and conveyed the Replacement Property to the County; and

WHEREAS, to accomplish the foregoing, the Parties desire to enter into this Agreement,

NOW, THEREFORE, the County and FDOT, in consideration of the promises and covenants contained herein, and for other

good and valuable consideration, receipt of which is acknowledged, agree as follows:

1. **Incorporation of Recitals.**

The above recitals are incorporated as though fully set forth herein.

2. **County Regulatory Approval**

FDOT has obtained a Class III permit (the "Class III Permit"), and shall comply with all conditions of the Class III permit, attached hereto as **Exhibit T.**, and to the extent that FDOT applies for and obtains written approval from DERM for a modification to said Class III permit, FDOT shall comply with all conditions of the modified permit.

3. **Replacement Canal Project Construction Activity.**

Upon completion of the Replacement Canal Project as determined in the County's discretion and in accordance with and satisfying all conditions of the Class III permit, the County shall forward to FDOT a written notice (the "Final Acceptance") that it has accepted the Replacement Canal Project, and thereafter FDOT will convey via quitclaim deed fee simple title to Replacement Property as outlined below. The County shall not be required to accept the Replacement Property if any encumbrances, liens, tenancies, or charges have been placed on the Replacement Property subsequent to the date that the Replacement Property was transferred to FDOT.

4. **Conveyance of Real Property Interests and Replacement Canal.** After conveyance of the Replacement Property and associated Replacement Canal infrastructure to the County, which shall be a condition precedent to any County actions or conveyances set forth in this

section, the County shall convey the County Property or revise the County's property interests in the County Property, all as further set forth in this section, depicted in the sketch attached as **Exhibit "M"**, and subject to the conditions herein. In the event that there is a conflict or discrepancy between Exhibit M and any of the Exhibits listed below in 4a or 4b, then the Exhibits listed below in 4a and 4b shall control. Upon such conveyance, FDOT shall assume all liability and responsibility for the County Property, and for the operation and maintenance of the FDOT owned improvements within the conveyance. The subject properties, including disposition and conditions, are as follows:

a. FDOT Conveyances to County – The Replacement Property and Replacement Canal, after construction and acceptance by the County as set forth above, shall be conveyed in the following manner, and pursuant to the following property interests:

i. FDOT shall convey fee simple property to the County via five quit claim deeds in substantially the form attached hereto as Composite **Exhibit "D"** ____;

ii. FDOT shall convey an easement to the County in substantially the form attached hereto as **Exhibit "E"** ____;

iii. FDOT shall convey an easement to the County in substantially the form attached hereto as **Exhibit "F"** ____;

iv. FDOT shall convey an easement to the County in substantially the form attached hereto as **Exhibit "G"** ____;

v. FDOT shall convey an easement to the County in substantially the form attached hereto as **Exhibit "H"** ____; and

vi. FDOT shall convey an easement to the County in substantially the form attached hereto as **Exhibit "R"** ____;

vii. FDOT shall grant County permission to access FDOT limited access right-of-way to perform operation and maintenance of that portion of the Replacement Canal as described in subsection b. below.;

b. FDOT Limited Access Right-of-Way Permit and Access to County Replacement Canal – FDOT will permit a portion of the Replacement Canal to exist within FDOT limited access right-of-way subject to the following terms and conditions:

i. County is permitted to access and occupy the FDOT limited access right-of-way to

perform all activities necessary for operation and maintenance for that portion of the Replacement Canal located within FDOT limited access right-of-way as set forth in Exhibit "F";

ii. Except during emergencies, County shall provide a minimum of 72 hours advance notice to and coordinate with FDOT's maintenance staff prior to commencement of any maintenance or repair activities;

iii. It is hereby agreed by the parties that the permit creates a permissive use only. County shall not acquire any right, title, interest or estate in FDOT's real property, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this limited access right-of-way permit including, but not limited to, County's use, occupancy, maintenance, or possession of FDOT's limited access right-of-way. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement, in accordance with the laws of the State of Florida;

iv. County shall require its contractor(s), and shall require all subcontractors working in connection with the Relocated Canal within the limited access right-of-way, to possess insurance coverage as stated in the Florida Department of Transportation's Standard Specifications Section 7.13, naming FDOT as additional insured and insuring FDOT against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the County's Contractors and/or subcontractors, as the case may be, accessing the FDOT's right of way and such party's performance within the FDOT's right of way. Prior to commencement of County operation and maintenance of the Replacement Canal, and on such other occasions as FDOT may reasonably require, County shall provide FDOT with certificates documenting that the required insurance coverage with its contractor and subcontractors is in place and effective;

v. County shall cause the County contractor(s) and subcontractor(s) to indemnify and hold harmless FDOT, and its officers and employees, from liability, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the County contractor(s) and subcontractor(s) and other persons employed or utilized by the County contractor(s) in the performance of this Agreement. Nothing provided for herein shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign

immunity or operation of law. The parties shall notify each other in writing immediately upon becoming aware of such liabilities. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the FDOT and such insurance coverage shall not be deemed a limitation of the indemnities to the FDOT set forth in this Agreement;

vi. County acknowledges that the FDOT limited access right-of-way was acquired to serve state transportation purposes and that operation of the Replacement Canal is subject to applicable laws rules and regulations. It is agreed by County and the FDOT that operation and maintenance of that portion of the Replacement Canal described above is subordinate to any present or future needs of the FDOT for construction of any improvement, maintenance, or use of FDOT facilities;

vii. Notwithstanding the ingress and egress locations designated herein, the COUNTY shall not enter upon, nor have access to any property of the FDOT above or under the location designated for the Replacement Canal without the prior approval of the FDOT;

viii. The County shall exercise the rights granted under Section 4. in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety, and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the FDOT, applicable Water Management District, Florida Department of Environmental Protection, U.S. Environmental Protection Agency, and the Army Corps of Engineers.

ix. _____

c. County Conveyances to FDOT – After the Replacement Property and Replacement Canal are conveyed as described in 4a herein, and accepted by the County, then the County shall convey to FDOT the following property interests in the following manner, and release the following property interests, as follows:

i. The County shall convey fee simple property to the FDOT in substantially the form attached hereto as **Exhibit “K”**;

ii. The County shall convey fee simple property to the FDOT in substantially the form attached hereto as **Exhibit “L”**;

iii. The County shall partially release the canal maintenance easement in substantially the form attached hereto as **Exhibit "N"**;

iv. The County shall partially release a portion of the canal reservation in substantially the form attached hereto as **Exhibit "O"**;

v. The County shall partially release a portion of the canal reservation in substantially the form attached hereto as **Exhibit "P"**; and

vi. The County shall convey the access rights line in substantially the form attached hereto as **Exhibit "Q"**.

vii. The County shall convey an easement to FDOT in substantially the form attached hereto as **Exhibit "J"**.

It is acknowledged and agreed that as a condition precedent to the conveyances set forth in this section, FDOT has procured and recorded releases of all reversionary interests pertaining to all property interests referenced in section b. Such releases are attached hereto as **Composite Exhibit S**.

5. County-Maintained Property

The area marked as County Canal Maintenance Property Area on Exhibit C, and more specifically shown in Exhibit I, is owned by FDOT. For said area, FDOT agrees to allow the County to manage and preserve the flow of water through the canal on said property, and further agrees that the canal section shall at all times meet the criteria as per the Water Control Section D4 of the Public Works Manual.

6. Right of Way Acquisition

FDOT has acquired the Replacement Property as legally described in **Exhibit "C"**. As set forth in paragraph 3(a) above, the County shall not be required to accept the Replacement Property if any encumbrances, liens, tenancies, or charges have been placed on the Replacement Property subsequent to the date that the Replacement Property was transferred to FDOT.

7. Procurement of Project Services and Project Costs

FDOT shall have sole control and responsibility for the procurement, award and

administration of the Replacement Canal Project, which will be in accordance with FDOT procurement policies and procedures, provided that all such procurement procedures meet all applicable state, federal and local requirements regarding construction. FDOT shall be solely responsible for all Replacement Canal Project costs and expenses as identified in FDOT's project construction plans. The County shall not be responsible for any costs or expenses of the Replacement Canal Project, including but not limited to acquisition, design, construction, permitting, engineering and inspection services, utility relocation costs, survey, geotechnical, and contamination remediation, if required. FDOT shall comply with Florida Statutes, Section 255.05, and the County shall be listed as an additional obligee on any payment and performance bond obtained for work on County-owned property.

8. **County Ownership, Operation and Maintenance of Replacement Canal**

Upon conveyance of the Replacement Property to County, and after final acceptance as set forth herein, the County shall accept all ownership, operation, and maintenance responsibilities of the Replacement Canal Project improvements.

9. **FDOT Limited Access Lines on 170th Street**

Any request to the County for changes in access management along NW 170th Street between the INTERCHANGE and NW 102nd Avenue shall require FDOT review and approval.

10. **Indemnification.**

To the extent and within the statutory limits provided in Florida law, FDOT agrees to indemnify, defend, save and hold harmless the County within the limits of Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits as a result of FDOT's negligence, or breach of this Agreement by FDOT, its agents, employees, or contractors. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for the County's negligence or breach of contract. To the extent and within the statutory limits provided in Florida law, the County agrees to indemnify, defend, save and hold harmless FDOT within the limits of Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits as a result of the County's negligence, or breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify FDOT for FDOT's negligence or breach of contract.

FDOT accepts and shall be responsible for any and all liability for any and all claims or causes of action of whatsoever nature arising out of FDOT's design and construction of the Replacement Canal Project, and FDOT shall remain liable and responsible for any act or occurrence arising from any negligent or wrongful act or omission of FDOT, its contractors, agents, or any other person or entity acting on its behalf, with respect to the work performed in connection with the Replacement Canal Project.

This provision survives the termination or expiration of this Agreement.

11. Effective Date.

Prior to its effectiveness, this Agreement, and subsequent amendments hereto, shall be filed with the Clerk of the Circuit Court for the county where each party hereto is located, in accordance with the requirements of Section 163.01(11), Florida Statutes. This Agreement shall become effective as of the date it is filed with the Clerk of the Circuit Court (the "Effective Date").

12. Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13. Severability.

The provisions of this Agreement are independent of and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part, except to the extent that such invalidity or unenforceability causes the Agreement to fail of its essential purpose, in which case either party shall have the right to terminate the Agreement upon written notice to the other.

14. Amendment of Agreement.

This Agreement may only be amended by mutual agreement of FDOT and the County expressed in writing and executed and delivered by each.

15. Format.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

16. Notices.

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when delivered personally or by courier service or upon actual receipt of registered or certified mail, addressed as set forth below:

To FDOT:

Executive Director
Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263
Building 5315
Ocoee, Florida 34761

With copy to:

Turnpike Chief Counsel
Florida's Turnpike Enterprise
Florida's Turnpike, Milepost 263
Building 5315
Ocoee, Florida 34761

To County:

Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court Suite 600
Miami, FL 33136-3912

Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph.

17. No Third Party Beneficiaries to this Agreement.

Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement, or (c) be construed as a waiver of the sovereign immunity of the parties hereto under Florida

Statute Section 768.28.

18. Entire Agreement.

This Agreement, including the exhibits to this Agreement, contain the sole and entire agreement between the Parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

19. Sovereign Immunity.

It is expressly understood that, notwithstanding any provision of this Agreement, the County retains all of its sovereign prerogatives and rights under Florida law as applicable, and shall not be estopped from withholding or refusing to issue approvals of any applications of building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements referenced herein, and the County is not obligated to grant approvals for any applications for building, zoning, planning or development under present or future laws and regulation of whatever nature. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving FDOT's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

Binding Effect.

This Agreement shall be binding upon the Parties their respective representatives, successors and assigns, but shall not be transferred or assigned, in whole or in part, without mutual written consent of the Parties.

20. Waiver.

Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

21. Captions.

The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

22. Other Documents.

23. FDOT and the County will take all such actions and execute all such documents that may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for herein; provided that FDOT and the County acknowledge that certain additional actions by the County may require approval by its Boards and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to its obligations hereunder. It is expressly understood that, notwithstanding any provisions of this Agreement, the County retains all of its sovereign prerogatives and rights as a county under Florida law; nothing herein shall be construed to impede or restrict the County's enforcement of its regulations, including but not limited to the County requirements for Class III permits under Chapter 24 of the Code of Miami-Dade County; and the County shall not be obligated to grant any applications for regulatory approvals under present or future laws and regulations of whatever nature. **Governing Law.**

This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles.

24. **Recordation.**

The County shall be responsible for recording the deed conveying the Canal Property in the public records of Miami-Dade County and shall be responsible for the cost of recordation.

25. **Joint Preparation.**

The language agreed to herein express the mutual intent and agreement of the County and FDOT and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

26. **Time of the Essence.**

Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement, the Florida Department of Transportation, signing by and through _____, and MIAMI-DADE COUNTY signing by and through the County Mayor or County Mayor's Designee, each duly authorized to execute same.

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

BY: _____

Paul Wai, P.E.
Executive Director & Chief Executive Officer
Florida's Turnpike Enterprise

DATE: _____

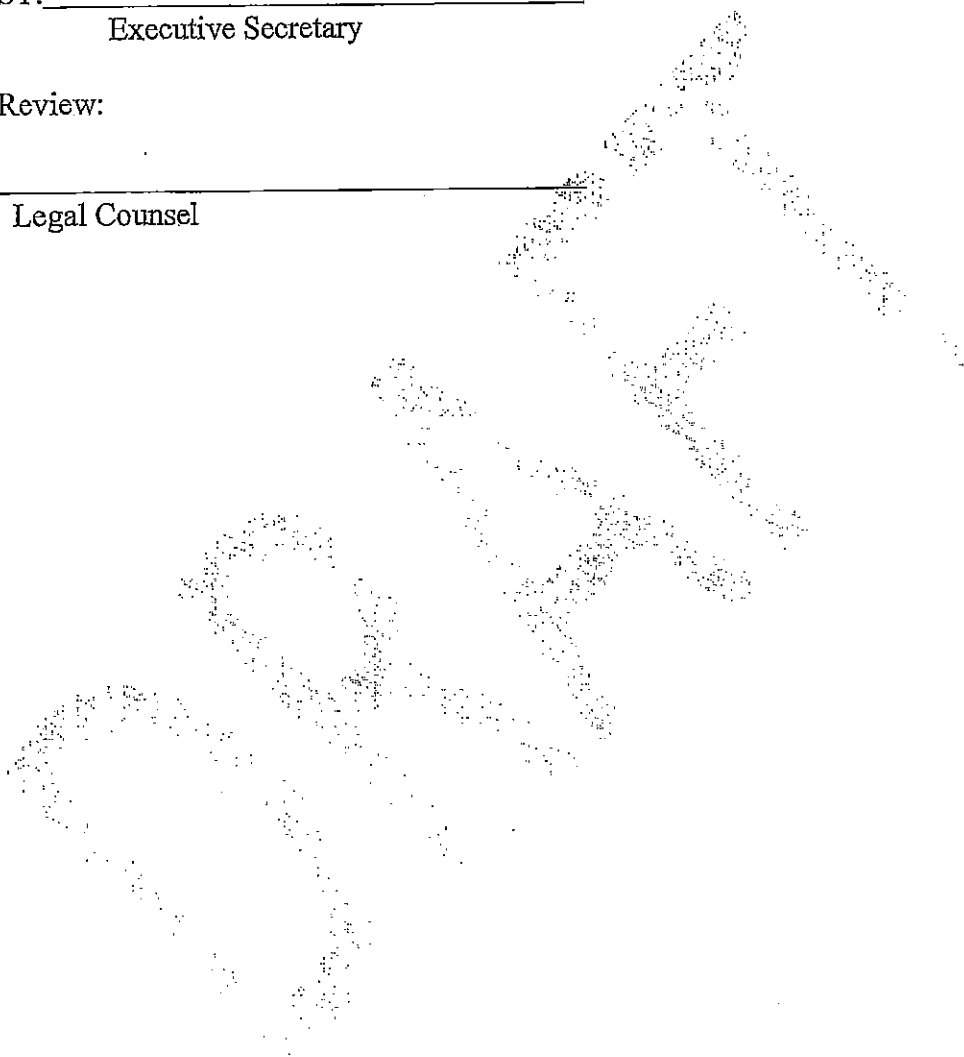
ATTEST: _____

Executive Secretary

Legal Review:

BY: _____

Legal Counsel



ATTEST:

**HARVEY RUVIN,
CLERK OF SAID BOARD**

**MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS**

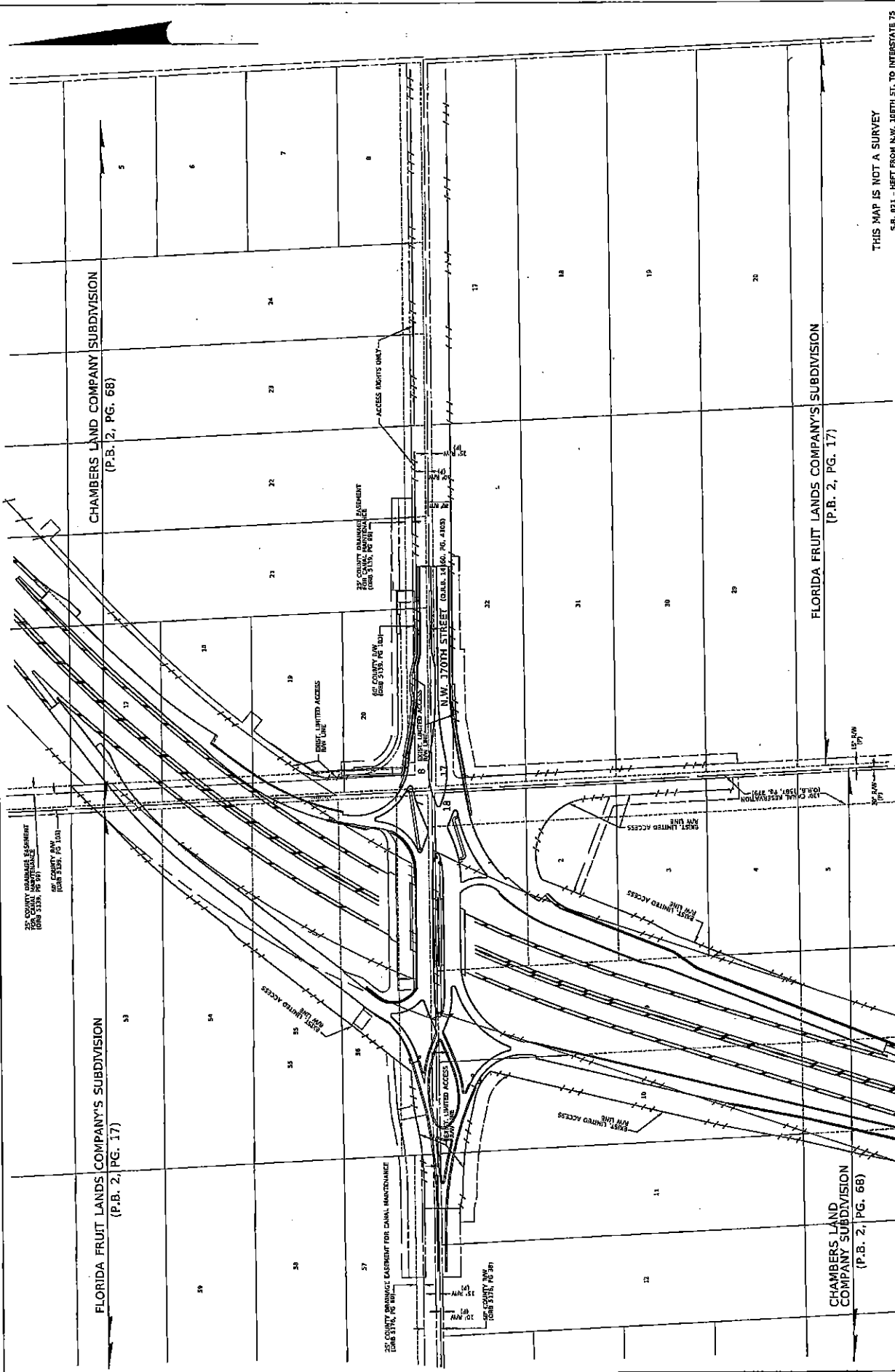
Deputy Clerk

County Mayor

Approved by County Attorney as
to form and legal sufficiency

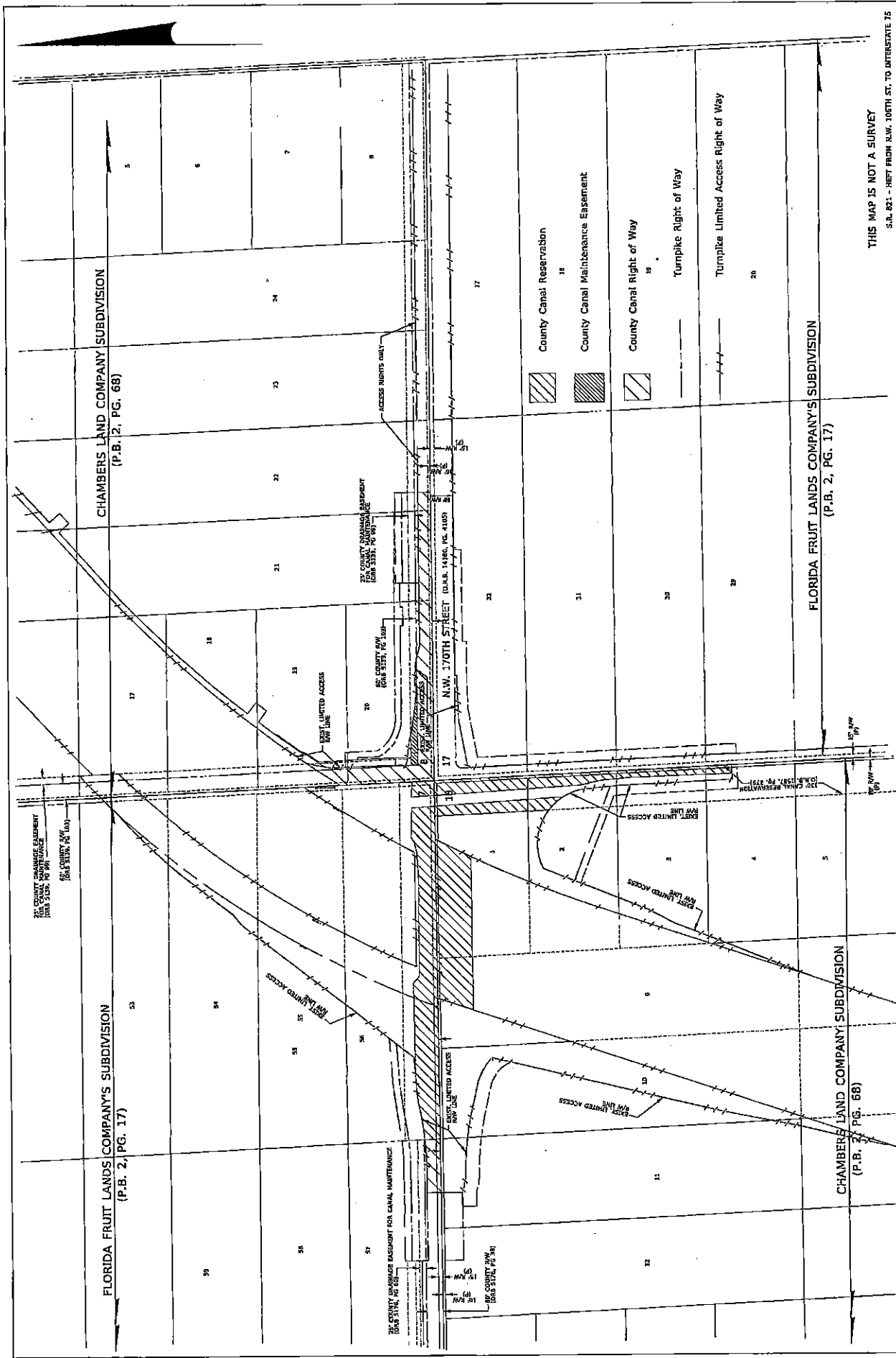
Assistant County Attorney

The foregoing was authorized and approved by Resolution No. _____ of the Board of County
Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2019.



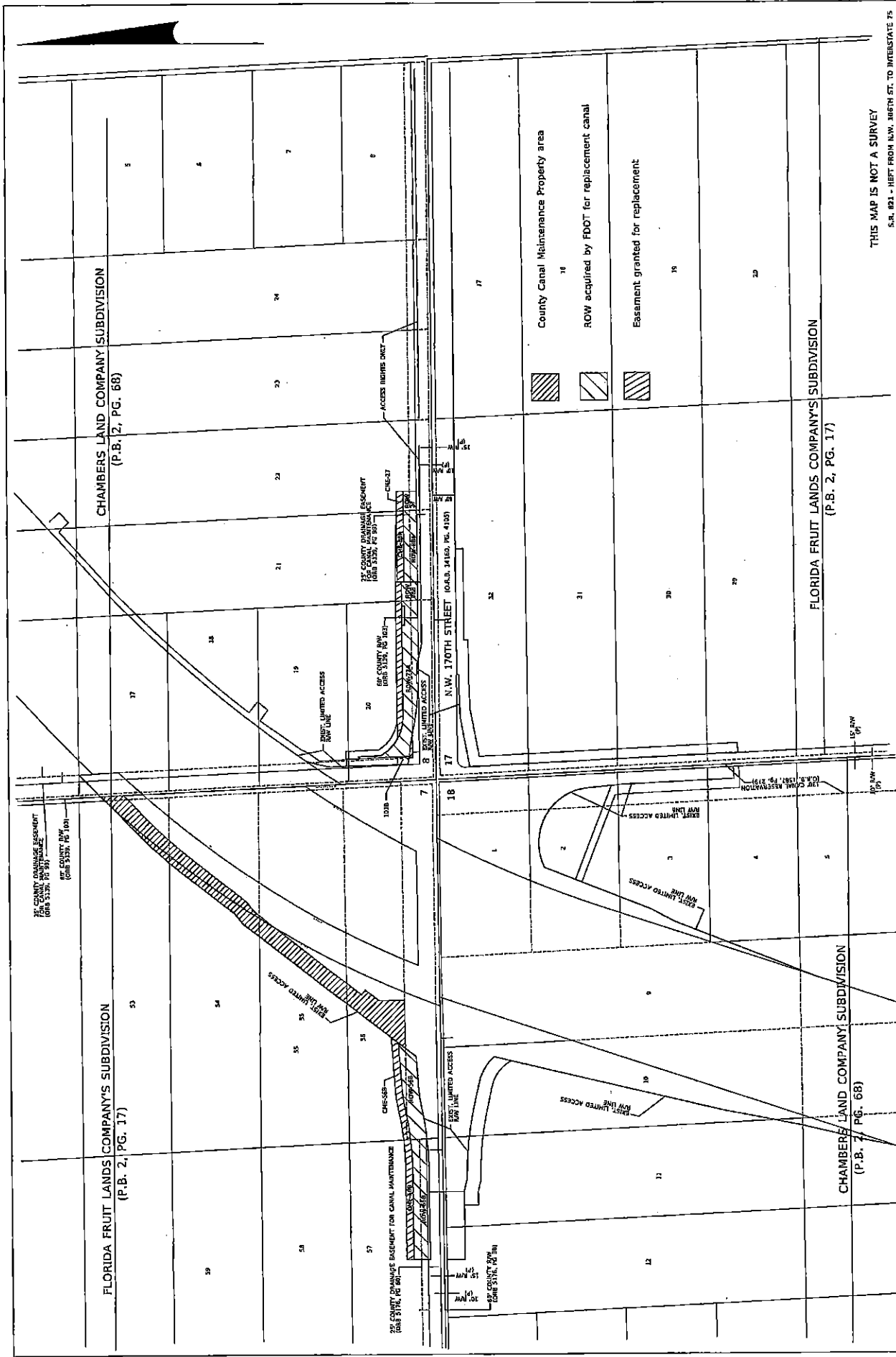
THIS MAP IS NOT A SURVEY
S.R. 821 - HFT FROM N.W. 310TH ST. TO INTERSTATE 75

DATE PREPARED BY FIDUCIARY SURVEY & ENGINEERING	DATE	BY	CHECKED	DATE	BY	DATE	SECTION	SECTION NO.	COUNTY	DATE SOURCE
										SCALE
FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING										
EXHIBIT A										



THIS MAP IS NOT A SURVEY
 S.B. 821 - HEFT FROM N.W. 106TH ST. TO INTERSTATE 75

EXHIBIT B	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	DATE		BY		CHECKED		DATE		BY		CHECKED		DATE	
	STATE ROAD NO. 821 - HEFT	FED. PROJ. N/A		COUNTY		TOWN		RANGE		SECTION		TOWNSHIP		RANGE	
MAP PREPARED BY: FLORIDA TURNPIKE AUTHORITY												SCALE		SHEET NO.	
SECTION N/A												1:2500		1 OF 1	
MASHAPAGE COUNTY												S.P. NO. 43352-1		SHEET J OF 1	



THIS MAP IS NOT A SURVEY
 S.R. 921 - HEFT FROM N.W. 108TH ST. TO INTERSTATE 75

EXHIBIT C	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING		SECTION 1/A		DATE		DATE		DATE		
	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING		HIGHLAND COUNTY		STATE ROAD NO. 921 - HEFT		FED. PROJ. N/A		DATE		
FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING			HIGHLAND COUNTY			STATE ROAD NO. 921 - HEFT			DATE		
FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING			HIGHLAND COUNTY			STATE ROAD NO. 921 - HEFT			DATE		
FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING			HIGHLAND COUNTY			STATE ROAD NO. 921 - HEFT			DATE		
FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING			HIGHLAND COUNTY			STATE ROAD NO. 921 - HEFT			DATE		
FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING			HIGHLAND COUNTY			STATE ROAD NO. 921 - HEFT			DATE		
FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING			HIGHLAND COUNTY			STATE ROAD NO. 921 - HEFT			DATE		
FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING			HIGHLAND COUNTY			STATE ROAD NO. 921 - HEFT			DATE		
FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING			HIGHLAND COUNTY			STATE ROAD NO. 921 - HEFT			DATE		

9c

Exhibit D

Return to: .
 Natural Resources Division .
 Miami-Dade County Department of .
 Regulatory and Economic Resources .
 Environmental Resources Management .
 701 NW 1st Court .
 Miami, FL 33136-3912 .
 .
 Instrument prepared by: .
 Carlos A. Calvache, .
 Miami-Dade County Department of .
 Regulatory and Economic Resources .
 Environmental Resources Management .
 701 NW 1st Court .
 Miami, FL 33136-3912 .
 Folio No. N/A .
 NW 170 Street Interchange Project .
 Parcel 27 .

QUIT CLAIM DEED

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

THIS INDENTURE, Made this ____ day of _____, A.D. 201_, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive agency of the of the State of Florida, whose address is Turnpike Headquarters, P.O. Box 613069, Milepost 263, Florida's Turnpike, Building 5315, Ocoee, Florida 34761, party of the first part, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and its successors in interest, whose Post Office Address is 111 NW 1st Street, Miami, Florida 33128-1970, party of the second part,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee, its successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for use as a public canal and for other public uses and for all purposes incidental thereto.

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INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its Seal to be hereunto affixed, by its signed for and on its behalf, the day and year first above written.

Signed, Sealed and Delivered
in our presence: (2 witnesses
for each signature or for all)

WITNESSES:

PARTY OF THE FIRST PART:
STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION

Witness

By: (Sign)

Witness Printed Name

Printed Name

Witness

Position

Witness Printed Name

State Seal

21

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY, that on this _____ day of _____, A.D. 201_, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, personally known to me, or proven, by producing the following forms of identification: _____ to be _____ of the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Notary Signature

Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

The foregoing was accepted and approved on the _____ day of _____, A.D. 201_, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Audrey M. Edmonson, Chairwoman of the Board of County Commissioners

ATTEST: HARVEY RUVIN,
Clerk of said Board

Approved as to form
and legal sufficiency

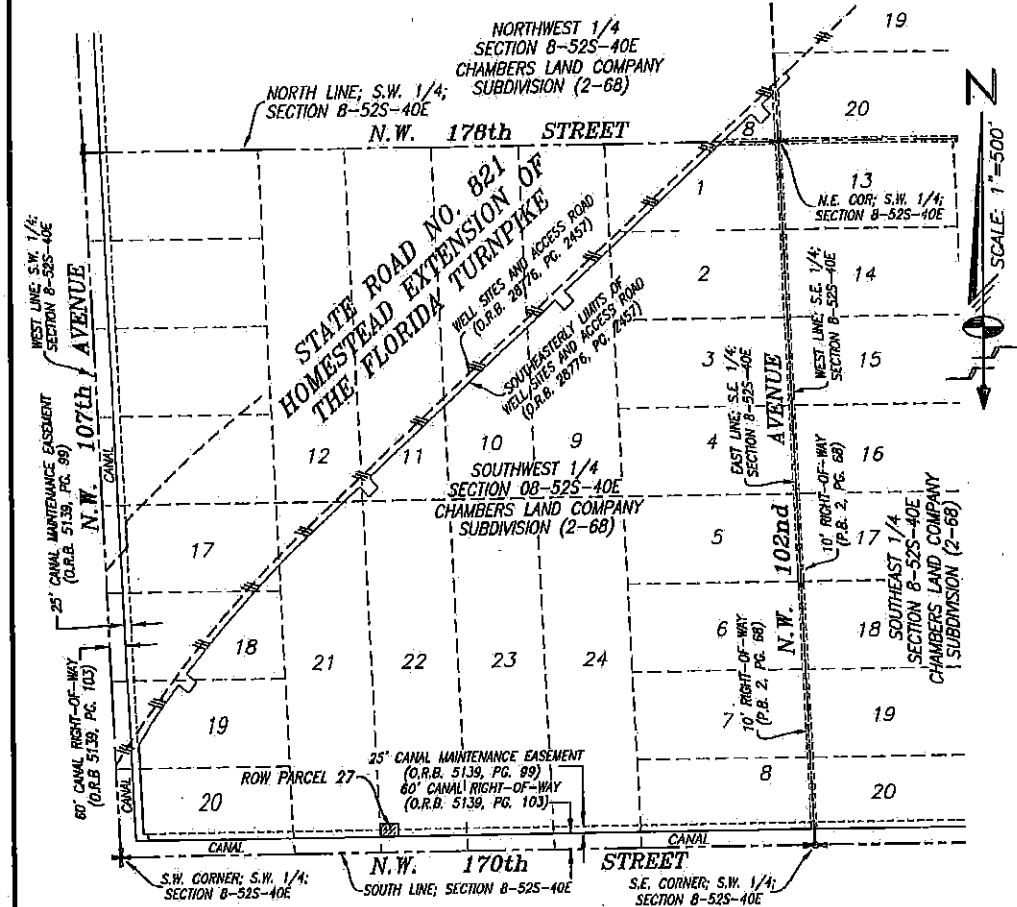
By: _____
Deputy Clerk

Assistant County Attorney

EXHIBIT A

8-52-40

SKETCH TO ACCOMPANY LEGAL DESCRIPTION RIGHT-OF-WAY PARCEL 27 A PORTION OF TRACT 22, SOUTHWEST 1/4 SECTION 8-52S-40E



LEGEND:

- P.B. - DENOTES PLAT BOOK
- O.R.B. - DENOTES OFFICIAL RECORDS BOOK
- PG. - DENOTES PAGE
- P.O.C. - DENOTES POINT OF COMMENCEMENT
- P.O.B. - DENOTES POINT OF BEGINNING
- ROW - DENOTES RIGHT-OF-WAY

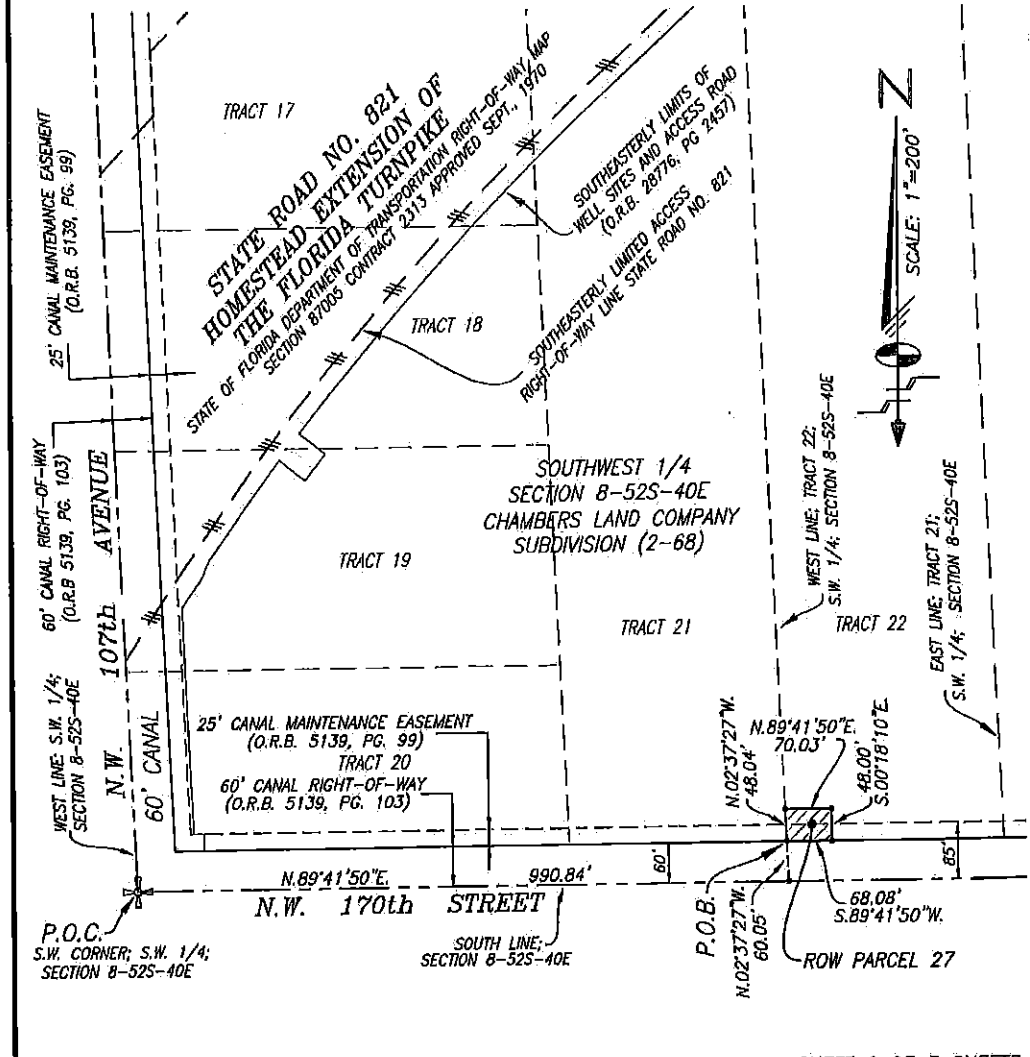
LOCATION SKETCH

SHEET 1 OF 3 SHEETS


	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL. 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288	REVISIONS _____ _____ _____ _____ _____
	ORDER NO. <u>209334</u> DATE: <u>DEC. 18, 2018</u> THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	PREPARED UNDER MY SUPERVISION: RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2787

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 8-SW OTR-TR 22 (ROW 27-A) (12-20-2018).dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
RIGHT-OF-WAY PARCEL 27
A PORTION OF TRACT 22, SOUTHWEST 1/4 SECTION 8-52S-40E



SHEET 2 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288 ORDER NO. 209334 PREPARED UNDER MY SUPERVISION: DATE: DEC. 18, 2018 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87		REVISIONS
	RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767		

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 8-SW QTR-TR 22 (ROW 27-A) (12-20-2018).dwg

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

RIGHT-OF-WAY PARCEL 27

A PORTION OF TRACT 22, SOUTHWEST 1/4 SECTION 8-52S-40E

LEGAL DESCRIPTION OF RIGHT-OF-WAY:

A PORTION OF TRACT 22, LYING IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 2 AT PAGE 68 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE NORTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, ALONG THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 990.84 FEET; SAID LAST DESCRIBED COURSE ALSO BEING ALONG THE SOUTH LINE OF THAT CERTAIN 60 FOOT WIDE CANAL RIGHT-OF-WAY, AS SHOWN AND RECORDED IN OFFICIAL RECORDS BOOK 5139 AT PAGE 103 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02 DEGREES 37 MINUTES 27 SECONDS WEST, ALONG THE WEST LINE OF TRACT 22 OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 60.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES 37 MINUTES 27 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE, FOR 48.04 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH AND 108.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 70.03 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 10 SECONDS EAST, AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 48.00 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 50 SECONDS WEST, ALONG A LINE THAT IS PARALLEL WITH AND 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 68.08 FEET TO THE POINT OF BEGINNING; SAID LAST DESCRIBED COURSE ALSO BEING ALONG THE NORTH LINE OF THE SAID 60 FOOT WIDE CANAL RIGHT-OF-WAY; ALL LYING AND BEING IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.



THE ABOVE DESCRIBED PROPERTY SUBJECT TO THAT CERTAIN CANAL MAINTENANCE EASEMENT, AS SHOWN AND RECORDED IN OFFICIAL RECORDS BOOK 5139 AT PAGE 99, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 3,315 SQUARE FEET, MORE OR LESS (0.761 ACRES, MORE OR LESS).

GENERAL NOTES:

- 1) ORDERED BY: INTERNATIONAL ATLANTIC LLC
- 2) THE LEGAL DESCRIPTION AS SHOWN HEREON WAS PREPARED BY THIS FIRM.
- 3) THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- 4) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) BEING A PORTION OF MIAMI-DADE COUNTY, FLORIDA, TAX FOLIO No. 30-2008-001-0700

SHEET 3 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288	REVISIONS _____ _____ _____ _____ _____
	ORDER No. <u>209334</u> DATE: <u>DEC. 18, 2018</u> THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	PREPARED UNDER MY SUPERVISION:  RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767

K:\085240\170 STREET ROW\SKETCH AND LEGALS\SEC 8-SW QTR-TR 21 (ROW 27-A) (12-20-2018).dwg

Return to:
Natural Resources Division
Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court
Miami, FL 33136-3912

Instrument prepared by:
Carlos A. Calvache,
Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court
Miami, FL 33136-3912
Folio No. N/A
NW 170 Street Interchange Project
Parcel 56-B

QUIT CLAIM DEED

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

THIS INDENTURE, Made this ____ day of _____, A.D. 201_, by and between the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an executive agency of the of the State of Florida, whose address is Turnpike Headquarters, P.O. Box 613069, Milepost 263, Florida's Turnpike, Building 5315, Ocoee, Florida 34761, party of the first part, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and its successors in interest, whose Post Office Address is 111 NW 1st Street, Miami, Florida 33128-1970, party of the second part,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee, its successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for use as a public canal and for other public uses and for all purposes incidental thereto.

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INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its Seal to be hereunto affixed, by its signed for and on its behalf, the day and year first above written.

Signed, Sealed and Delivered
in our presence: (2 witnesses
for each signature or for all)

WITNESSES:

**PARTY OF THE FIRST PART:
STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION**

Witness

By: (Sign)

Witness Printed Name

Printed Name

Witness

Position

Witness Printed Name

State Seal

STATE OF _____)
) SS
COUNTY OF _____)

I **HEREBY CERTIFY**, that on this _____ day of _____, A.D. 201_, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, personally known to me, or proven, by producing the following forms of identification: _____ to be _____ of the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Notary Signature

Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

The foregoing was accepted and approved on the _____ day of _____, A.D. 201_; by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Audrey M. Edmonson, Chairwoman of the Board of County Commissioners

ATTEST: HARVEY RUVIN,
Clerk of said Board

Approved as to form
and legal sufficiency

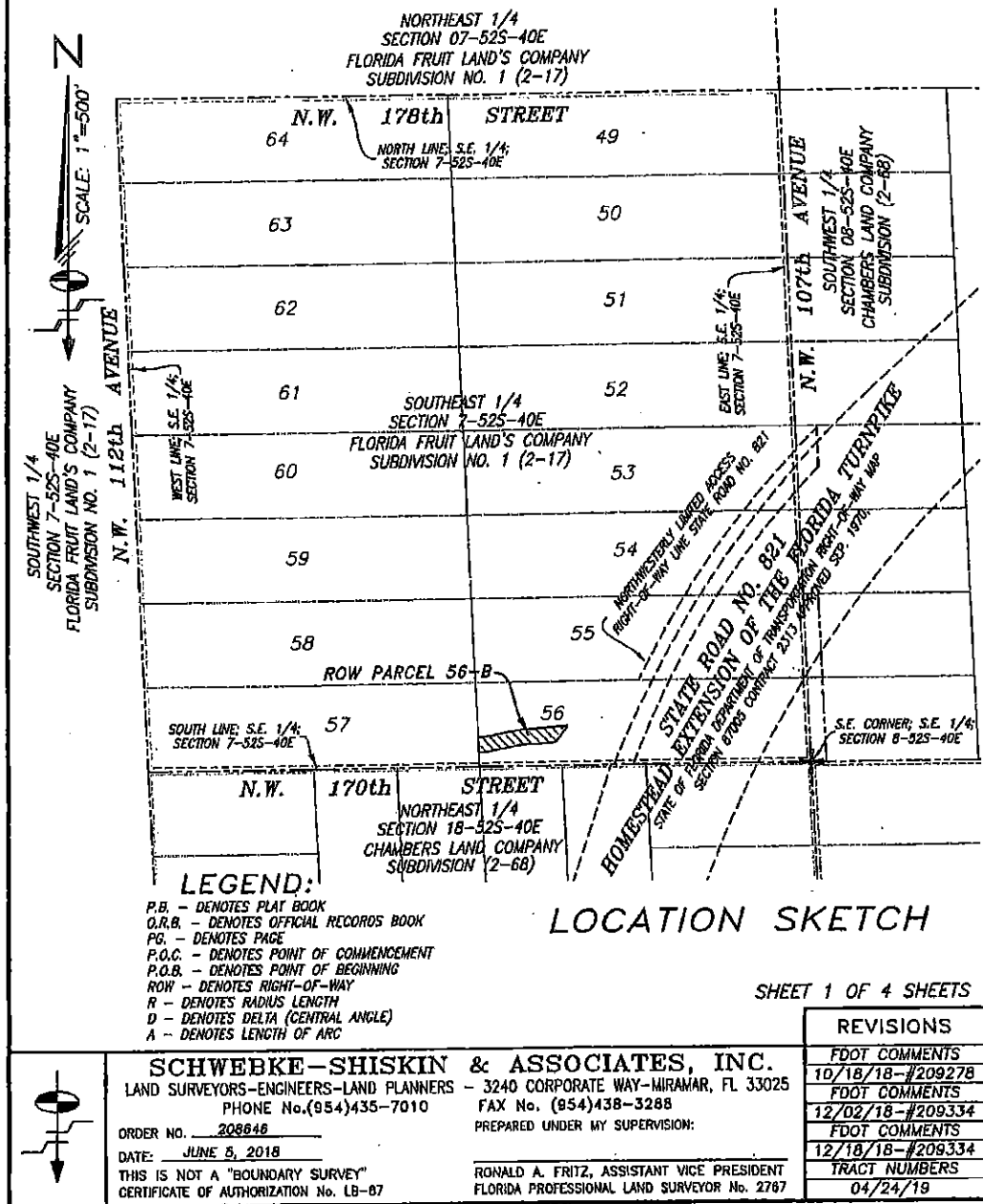
By: _____
Deputy Clerk

Assistant County Attorney

EXHIBIT A

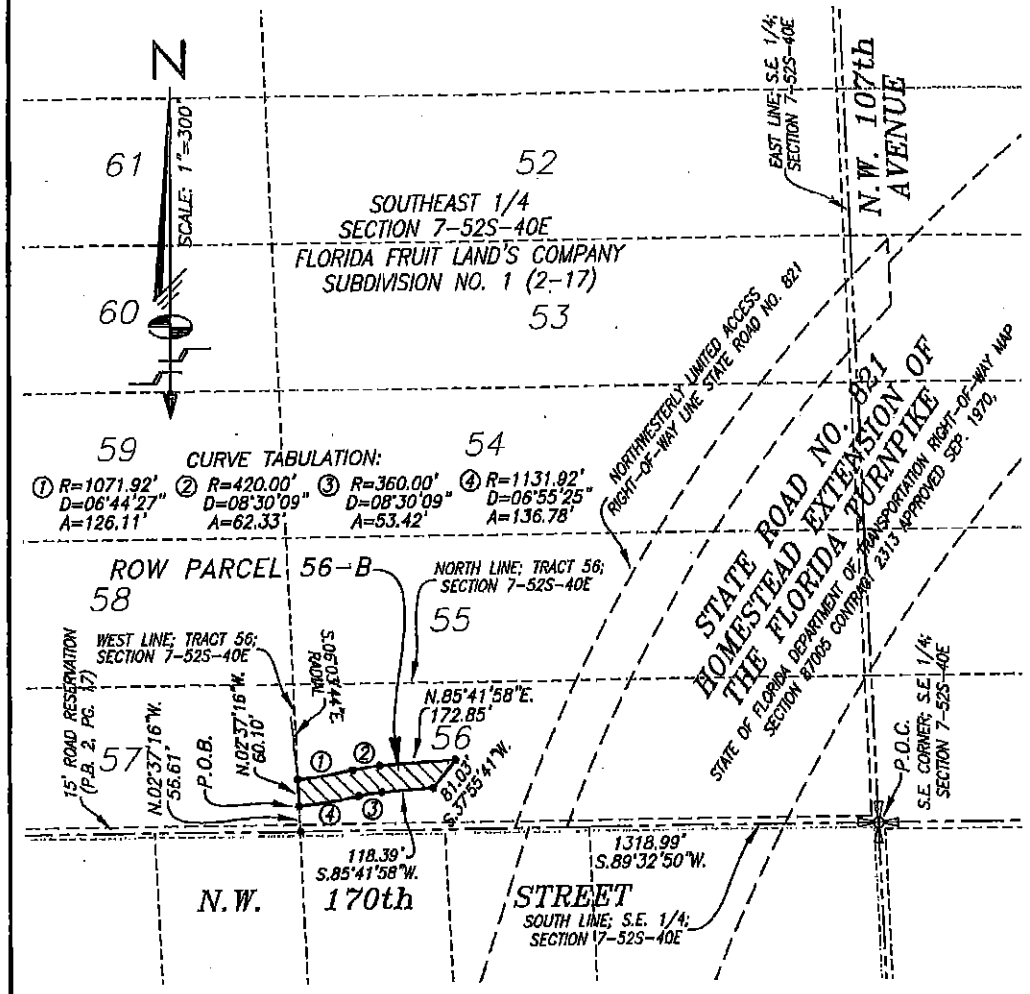
7-52-40

SKETCH TO ACCOMPANY LEGAL DESCRIPTION RIGHT-OF-WAY PARCEL 56-B A PORTION OF TRACT 56 - SOUTHEAST 1/4 SECTION 7-52S-40E



K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-SE QTR-TR 56 (ROW 56-B) (12-02-2018).dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
RIGHT-OF-WAY PARCEL 56-B
A PORTION OF TRACT 56 - SOUTHEAST 1/4 SECTION 7-52S-40E



SHEET 2 OF 4 SHEETS



SCHWEBKE-SHISKIN & ASSOCIATES, INC.
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
 PHONE No. (954)435-7010 FAX No. (954)438-3288
 ORDER NO. 208646 PREPARED UNDER MY SUPERVISION:
 DATE: JUNE 5, 2018
 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87
 RONALD A. FRITZ, ASSISTANT VICE PRESIDENT
 FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767

REVISIONS
FDOT COMMENTS
10/18/18-#209278
FDOT COMMENTS
12/02/18-#209334
FDOT COMMENTS
12/18/18-#209334
TRACT NUMBERS
04/24/19

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-5E QTR-TR 56 (ROW 56-B) (12-02-2018).dwg

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
RIGHT-OF-WAY PARCEL 56-B
A PORTION OF TRACT 56 - SOUTHEAST 1/4 SECTION 7-52S-40E


LEGAL DESCRIPTION:

A PORTION OF TRACT 56, LYING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 52 SOUTH, RANGE 40 EAST, AS SHOWN ON THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 32 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 7, FOR 1318.99 FEET; THENCE NORTH 02 DEGREES 37 MINUTES 16 SECONDS WEST, ALONG THE WEST LINE OF TRACT 56 OF THE SAID SOUTHEAST 1/4 OF THE SAID SECTION 7, FOR 56.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES 37 MINUTES 16 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE, FOR 60.10 FEET TO A POINT ON THE FOLLOWING DESCRIBED CIRCULAR CURVE; SAID POINT BEARS SOUTH 06 DEGREES 03 SECONDS 44 MINUTES EAST FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CIRCULAR CURVE, CONCAVE NORTHWESTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 1071.92 FEET AND A CENTRAL ANGLE OF 06 DEGREES 44 MINUTES 27 SECONDS FOR AN ARC DISTANCE OF 126.11 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 420.00 FEET AND A CENTRAL ANGLE OF 08 DEGREES 30 MINUTES 09 SECONDS FOR AN ARC DISTANCE OF 62.33 FEET TO A POINT OF TANGENCY; THENCE NORTH 85 DEGREES 41 MINUTES 58 SECONDS EAST FOR 172.85 FEET; THENCE SOUTH 37 DEGREES 55 MINUTES 41 SECONDS WEST FOR 81.03 FEET; THENCE SOUTH 85 DEGREES 41 MINUTES 58 SECONDS WEST FOR 118.39 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 360.00 FEET AND A CENTRAL ANGLE OF 08 DEGREES 30 MINUTES 09 SECONDS FOR AN ARC DISTANCE OF 53.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 1131.92 FEET AND A CENTRAL ANGLE OF 06 DEGREES 55 MINUTES 25 SECONDS FOR AN ARC DISTANCE OF 136.78 FEET TO A POINT ON THE LAST DESCRIBED CIRCULAR CURVE; SAID POINT BEING THE POINT OF BEGINNING; ALL LYING AND BEING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 20,097 SQUARE FEET, MORE OR LESS (0.461 ACRES, MORE OR LESS).

SHEET 3 OF 4 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC.		REVISIONS	
	LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025	PHONE No. (954)435-7010	FAX No. (954)438-3288	FDOT COMMENTS
	ORDER NO. 208646	PREPARED UNDER MY SUPERVISION:		10/18/18-#209278
	DATE: JUNE 5, 2018	RONALD A. FRITZ, ASSISTANT VICE PRESIDENT		FDOT COMMENTS
THIS IS NOT A "BOUNDARY SURVEY"		FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767	12/02/18-#209334	
CERTIFICATE OF AUTHORIZATION No. LB-87			FDOT COMMENTS	
			12/18/18-#209334	


K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-5E QTR-TR 56 (ROW 56-B) (12-02-2018).dwg

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
RIGHT-OF-WAY PARCEL 56-B
A PORTION OF TRACT 56 - SOUTHEAST 1/4 SECTION 7-52S-40E

GENERAL NOTES:

- 1) ORDERED BY: INTERNATIONAL ATLANTIC LLC
- 2) THE LEGAL DESCRIPTION AS SHOWN HEREON WAS PREPARED BY THIS FIRM.
- 3) THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- 4) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) A PORTION OF MIAMI-DADE COUNTY, FLORIDA, TAX FOLIO No. 30-2007-001-0560

SHEET 4 OF 4 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC.		REVISIONS
	LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288		FOOT COMMENTS
	ORDER NO. <u>208846</u> PREPARED UNDER MY SUPERVISION:		10/18/18-#209278
	DATE: <u>JUNE 5, 2018</u>		FOOT COMMENTS
	THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87		12/02/18-#209334
RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767		FOOT COMMENTS	
		12/18/18-#209334	

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-SE OTR-TR 56 (ROW 56-B) (12-02-2018).dwg

Return to: .
 Natural Resources Division .
 Miami-Dade County Department of .
 Regulatory and Economic Resources .
 Environmental Resources Management .
 701 NW 1st Court .
 Miami, FL 33136-3912 .
 .
Instrument prepared by: .
 Carlos A. Calvache, .
 Miami-Dade County Department of .
 Regulatory and Economic Resources .
 Environmental Resources Management .
 701 NW 1st Court .
 Miami, FL 33136-3912 .
 Folio No. N/A .
 NW 170 Street Interchange Project .
 Parcel 66-B .

QUIT CLAIM DEED

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

THIS INDENTURE, Made this ____ day of _____, A.D. 201_, by and between the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an executive agency of the of the State of Florida, whose address is Turnpike Headquarters, P.O. Box 613069, Milepost 263, Florida's Turnpike, Building 5315, Ocoee, Florida 34761, party of the first part, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and its successors in interest, whose Post Office Address is 111 NW 1st Street, Miami, Florida 33128-1970, party of the second part,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee, its successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for use as a public canal and for other public uses and for all purposes incidental thereto.

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INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its Seal to be hereunto affixed, by its signed for and on its behalf, the day and year first above written.

Signed, Sealed and Delivered
in our presence: (2 witnesses
for each signature or for all)

WITNESSES:

**PARTY OF THE FIRST PART:
STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION**

Witness

By: _____ (Sign)

Witness Printed Name

Printed Name

Witness

Position

Witness Printed Name

State Seal

STATE OF _____)
) SS
COUNTY OF _____)

I **HEREBY CERTIFY**, that on this _____ day of _____, A.D. 201_, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, personally known to me, or proven, by producing the following forms of identification: _____ to be _____ of the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Notary Signature

Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

The foregoing was accepted and approved on the _____ day of _____, A.D. 201_, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Audrey M. Edmonson, Chairwoman of the Board of County Commissioners

ATTEST: HARVEY RUVIN,
Clerk of said Board

Approved as to form
and legal sufficiency

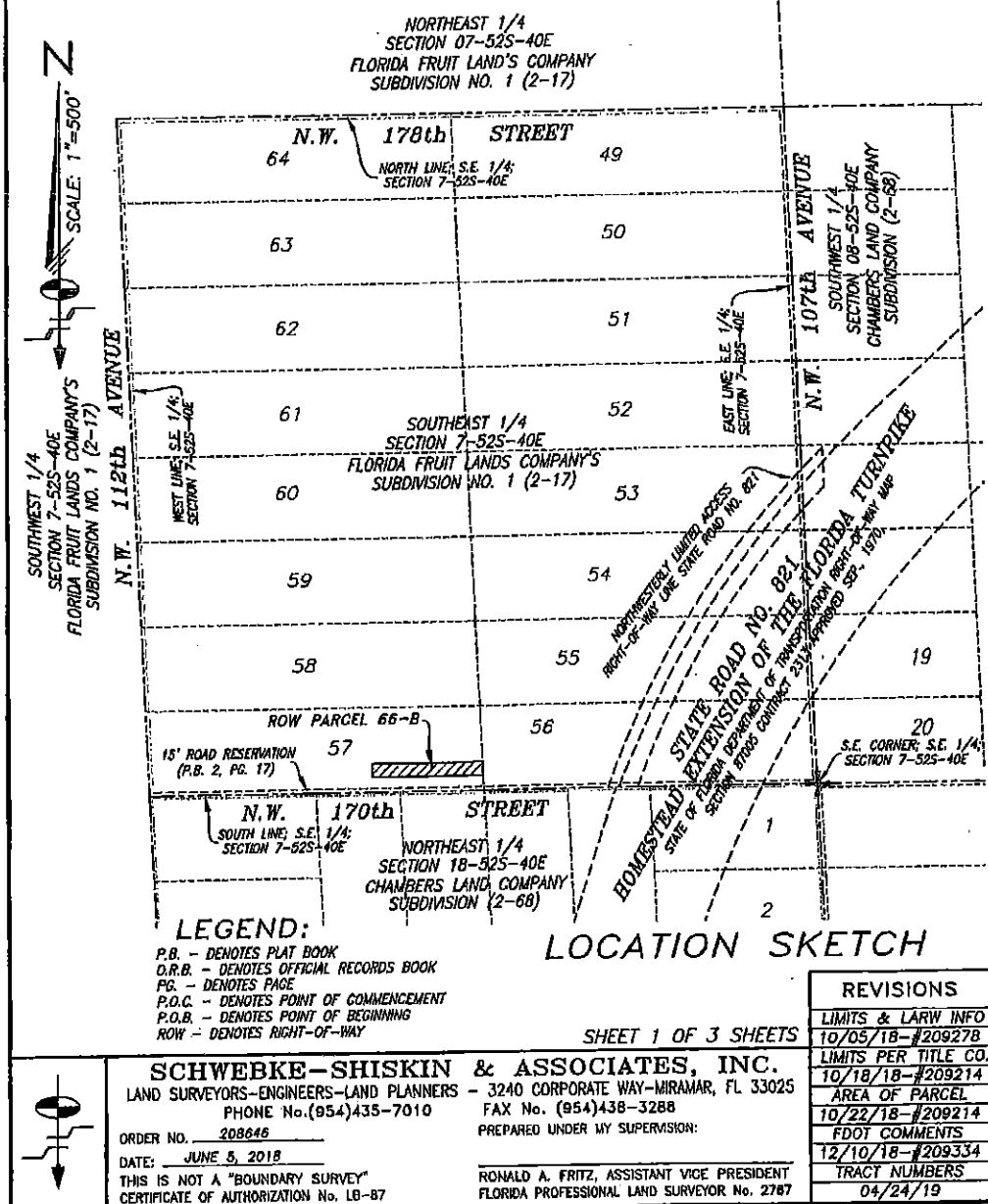
By: _____
Deputy Clerk

Assistant County Attorney

EXHIBIT A

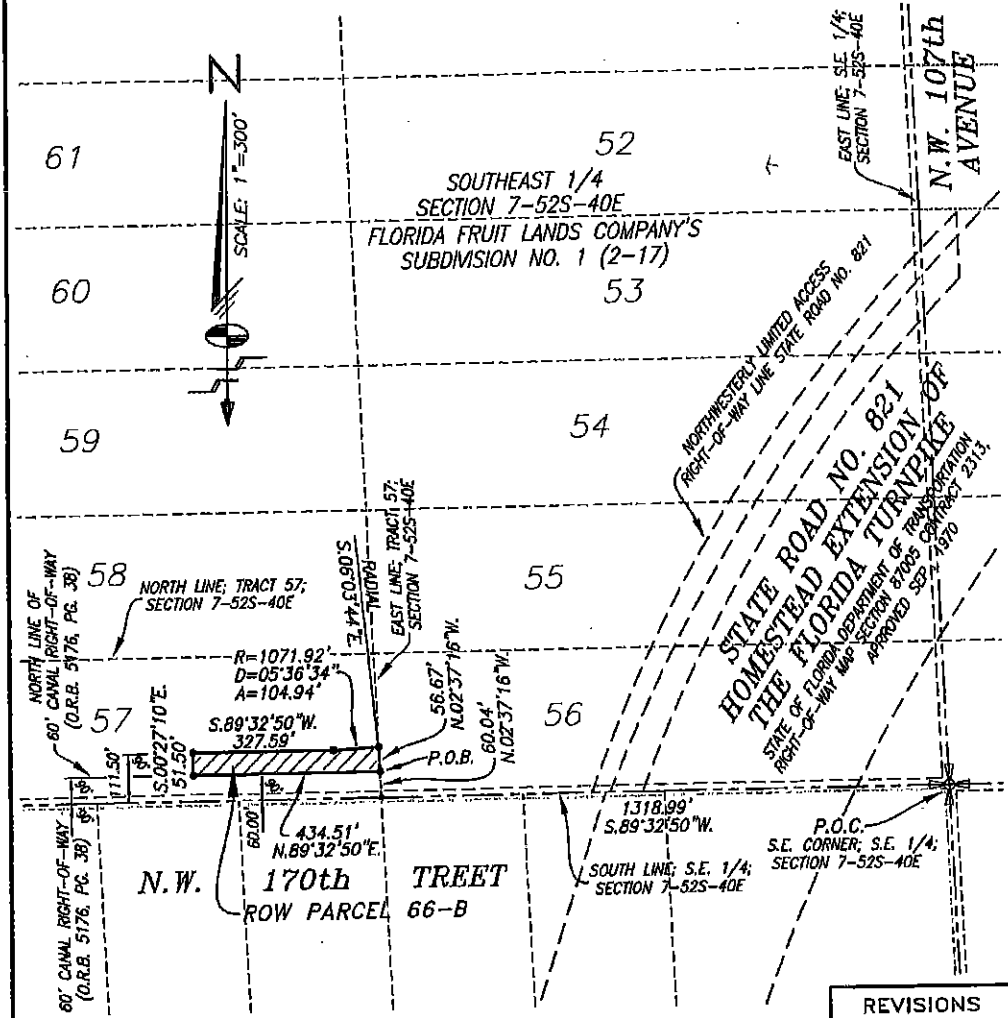
7-52-40

SKETCH TO ACCOMPANY LEGAL DESCRIPTION RIGHT-OF-WAY PARCEL 66-B A PORTION OF TRACT 57 - SOUTHEAST 1/4 SECTION 7-52S-40E



K:\085240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-5E 01R-TR 57 (ROW 66-B).dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
RIGHT-OF-WAY PARCEL 66-B
A PORTION OF TRACT 57 - SOUTHEAST 1/4 SECTION 7-52S-40E



REVISIONS	
LIMITS & LARW INFO	10/05/18-#209278
LIMITS PER TITLE CO.	10/16/18-#209214
AREA OF PARCEL	10/22/18-#209214
FDOT COMMENTS	12/10/18-#209334
TRACT NUMBERS	04/24/19

SCHWEBKE-SHISKIN & ASSOCIATES, INC.
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
 PHONE No. (954)435-7010 FAX No. (954)438-3288
 ORDER NO. 208646 PREPARED UNDER MY SUPERVISION:
 DATE: JUNE 5, 2018
 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87
 RONALD A. FRITZ, ASSISTANT VICE PRESIDENT
 FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-5E OTR-TR 57 (ROW 66-B).dwg

47

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
RIGHT-OF-WAY PARCEL 66-B
A PORTION OF TRACT 57 - SOUTHEAST 1/4 SECTION 7-52S-40E

LEGAL DESCRIPTION:

A PORTION OF TRACT 57 LYING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 52 SOUTH, RANGE 40 EAST, AS SHOWN ON THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE SOUTH 89 DEGREES 32 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7, FOR 1318.99 FEET; THENCE NORTH 02 DEGREES 37 MINUTES 16 SECONDS WEST, ALONG THE EAST LINE OF TRACT 57 OF THE SAID SOUTHEAST 1/4 OF SECTION 7, FOR 60.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES 37 MINUTES 16 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE, FOR 56.67 FEET TO A POINT ON THE FOLLOWING DESCRIBED CIRCULAR CURVE; SAID POINT BEARS SOUTH 06 DEGREES 03 MINUTES 44 SECONDS EAST FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE SOUTHWESTERLY, ALONG THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE NORTHERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 1071.92 FEET AND A CENTRAL ANGLE OF 05 DEGREES 36 MINUTES 34 SECONDS FOR AN ARC DISTANCE OF 104.94 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 32 MINUTES 50 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 111.50 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7, FOR 327.59 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 10 SECONDS EAST, AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 51.50 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 50 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH AND 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7, FOR 434.51 FEET TO THE POINT OF BEGINNING; SAID LAST DESCRIBED COURSE BEING ALONG THE NORTH RIGHT-OF-WAY LINE OF THAT CERTAIN 60 FOOT WIDE CANAL RIGHT-OF-WAY, AS SHOWN AND RECORDED IN OFFICIAL RECORDS BOOK 5176 AT PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; ALL LYING AND BEING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 22,507 SQUARE FEET, MORE OR LESS (0.517 ACRES, MORE OR LESS).

GENERAL NOTES:

- 1) ORDERED BY: INTERNATIONAL ATLANTIC LLC
- 2) THE LEGAL DESCRIPTION AS SHOWN HEREON WAS PREPARED BY THIS FIRM.
- 3) THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- 4) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) A PORTION OF MIAMI-DADE COUNTY, FLORIDA, TAX FOLIO No. 30-2007-001-0570

SHEET 3 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288 ORDER No. <u>208818</u> PREPARED UNDER MY SUPERVISION: DATE: <u>JUNE 5, 2018</u> THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	REVISIONS LIMITS & LARW INFO 10/05/18-#209278 LIMITS PER TITLE CO. 10/18/18-#209214 AREA OF PARCEL 10/22/18-#209214 FDOT COMMENTS 12/10/18-#209334
	RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767	

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-SE OTR-TR 57 (ROW 66-B).dwg

Return to:
Natural Resources Division
Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court
Miami, FL 33136-3912

Instrument prepared by:
Carlos A. Calvache,
Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court
Miami, FL 33136-3912
Folio No. N/A
NW 170 Street Interchange Project
AKA Parcel 72A-88B

QUIT CLAIM DEED

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

THIS INDENTURE, Made this _____ day of _____, A.D. 201_, by and between the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an executive agency of the of the State of Florida, whose address is Turnpike Headquarters, P.O. Box 613069, Milepost 263, Florida's Turnpike, Building 5315, Ocoee, Florida 34761, party of the first part, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and its successors in interest, whose Post Office Address is 111 NW 1st Street, Miami, Florida 33128-1970, party of the second part,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee, its successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for use as a public canal and for other public uses and for all purposes incidental thereto.

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INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its Seal to be hereunto affixed, by its signed for and on its behalf, the day and year first above written.

Signed, Sealed and Delivered
in our presence: (**2 witnesses**
for each signature or for all)

WITNESSES:

**PARTY OF THE FIRST PART:
STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION**

Witness

By: (Sign)

Witness Printed Name

Printed Name

Witness

Position

Witness Printed Name

State Seal

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY, that on this _____ day of _____, A.D. 201_, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, personally known to me, or proven, by producing the following forms of identification: _____ to be _____ of the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Notary Signature

Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

The foregoing was accepted and approved on the _____ day of _____, A.D. 201_, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Audrey M. Edmonson, Chairwoman of the Board of County Commissioners

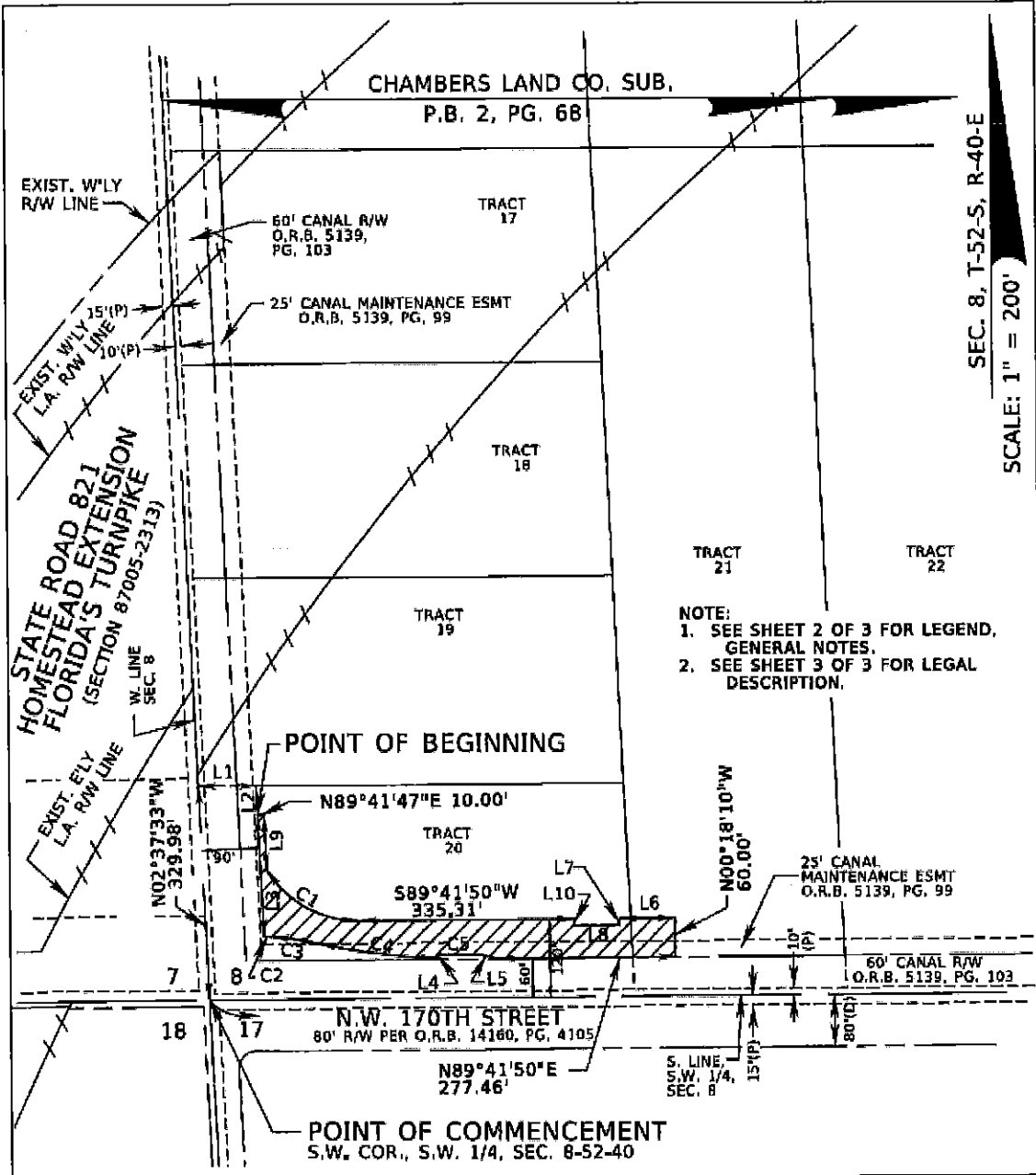
ATTEST: HARVEY RUVIN,
Clerk of said Board

Approved as to form
and legal sufficiency

By: _____
Deputy Clerk

Assistant County Attorney

EXHIBIT "A"



SEC. 8, T-52-S, R-40-E
SCALE: 1" = 200'

NOTE:
1. SEE SHEET 2 OF 3 FOR LEGEND, GENERAL NOTES.
2. SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION.

FLORIDA DEPARTMENT OF TRANSPORTATION			
SKETCH OF DESCRIPTION - NOT A SURVEY			
STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY			
REVISED/TERM COMMENTS	BY	DATE	APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR DATE: MAY 3, 2019
	A.S.	6/25/19	
REVISION	BY	DATE	CHECKED: LKNUTSEN 5/1/19
			F.P. NO. 435542-1 S.P.N. N/A SHEET 1 OF 3

EXHIBIT "A"

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ALTA/ACSM LAND TITLE SURVEYS PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC., AND FILED OF RECORD AT THE FLORIDA TURNPIKE ENTERPRISE.
2. ALL RECORDED PLATS, OFFICIAL RECORDS BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
3. ATTENTION IS DIRECTED TO THE FACT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM EXISTING R/W RECORDS UNLESS OTHERWISE NOTED.
5. THE EFFECTS OF ROUNDING MUST BE CONSIDERED WHEN USING THIS SKETCH. ALL BEARINGS AND ANGLES HAVE BEEN ROUNDED TO THE NEAREST SECOND WITH DISTANCES BEING ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT.

CURVE TABLE					
NO.	DELTA	ARC	RADIUS	CHORD	CH. BEARING
C1	S9°04'33"	169.09'	164.00'	161.70'	N60°45'54"W
C2	03°42'26"	12.03'	186.00'	12.03'	S84°45'10"E
C3	09°02'27"	60.75'	385.00'	60.69'	S82°05'09"E
C4	10°05'27"	197.24'	1119.92'	196.98'	S82°36'39"E
C5	03°28'00"	67.40'	1113.92'	67.39'	S89°23'23"E

LINE TABLE		
NO.	BEARING(C)	DISTANCE(C)
L1	N89°41'47"E	90.07'
L2	S02°37'33"E	45.04'
L3	S02°37'33"E	187.16'
L4	N02°20'37"E	6.00'
L5	S76°48'25"E	27.51'
L6	S89°41'50"W	87.24'
L7	S00°18'10"E	9.87'
L8	S89°41'50"W	70.00'
L9	N02°37'33"W	85.06'
L10	N00°18'10"W	9.87'

LEGEND

- ALTA = AMERICAN LAND TITLE ASSOCIATION
- ACSM = AMERICAN CONGRESS ON SURVEYING & MAPPING
- COR. = CORNER
- (C) = CALCULATED
- (D) = DEED
- ESMT. = EASEMENT
- EXIST. = EXISTING
- F.P. = FINANCIAL PROJECT
- LB. = LICENSED BUSINESS
- L.A. = LIMITED ACCESS
- NO. = NUMBER
- N/A = NOT APPLICABLE
- N.T.S. = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- P.B. = PLAT BOOK
- PSM = PROFESSIONAL SURVEYOR & MAPPER
- RGE. = RANGE
- R/W = RIGHT OF WAY
- SEC. = SECTION
- TWP. = TOWNSHIP

NOTE:

1. SEE SHEET 1 OF 3 FOR SKETCH.
2. SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION.

FLORIDA DEPARTMENT OF TRANSPORTATION					
SKETCH OF DESCRIPTION - NOT A SURVEY					
STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY					
			BY	DATE	APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR DATE: MAY 3, 2019
REVISION/FORM COMMENTS	A.S.	6/2/19	DRAWN	ASCHAEFER	4/30/19
REVISION	BY	DATE	CHECKED	LANNITSEN	5/11/19
			F.P. NO. 435542-1		S.P.N. N/A
					SHEET 2 OF 3

Exhibit "A"

Revised: June 5, 2019

PARCEL NO.: N/A
F.P.I.D. NO.: 435542
STATE ROAD NO.: 821
HOMESTEAD EXTENSION
COUNTY: MIAMI-DADE

CANAL RIGHT OF WAY

A portion of Tracts 20 and 21, Chambers Land Company Subdivision, as recorded in Plat Book 2, Page 68 of the Public Records of Miami-Dade County, Florida, being a portion of a 25 foot canal maintenance easement, as recorded in Official Records Book 5139, Page 99 of said Public Records, and lying in the Southwest 1/4 of Section 8, Township 52 South, Range 40 East, of said County, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 8; thence North 02° 37' 33" West, along the West line of said Section 8, a distance of 329.98 feet to the Westerly extension of the North line of said Tract 20; thence departing said West section line, run North 89°41'47" East, along said North line of Tract 20, a distance of 90.07 feet to a point that lies 90 feet East of when measured at right angles to said West line of Section 8; thence South 02° 37' 33" East, parallel with and 90 feet East of the West line of said Section 8, a distance of 45.04 feet to the POINT OF BEGINNING; thence continue South 02° 37' 33" East, parallel with and 90 feet East of the West line of said Section 8, a distance of 187.16 feet to a point on a curve to the left, concave Northeasterly, having a radius of 186.00 feet, a chord bearing of South 84° 45' 10" East and a chord distance of 12.03 feet; thence run Southeasterly along the arc of said curve, through a central angle of 03° 42' 26" for a distance of 12.03 feet to the point of reverse curvature of a curve to the right, concave Southwesterly, having a radius of 385.00 feet, a chord bearing of South 82° 05' 09" East and a chord distance of 60.69 feet; thence run Southeasterly along the arc of said curve, through a central angle of 9° 02' 27" for a distance of 60.75 feet to the point of reverse curvature of a curve to the right, concave Northeasterly, having a radius of 1,119.92 feet, a chord bearing of South 82° 36' 39" East and a chord distance of 196.98 feet; thence run Southeasterly along the arc of said curve, through a central angle of 10° 05' 27" for a distance of 197.24 feet to the end of said curve; thence North 02° 20' 37" East, a distance of 6.00 feet to a point on a curve to the left, concave Northeasterly, having a radius of 1,113.92 feet, a chord bearing of South 89° 23' 23" East and a chord distance of 67.39 feet; thence run Southeasterly along the arc of said curve, through a central angle of 3° 28' 00" for a distance of 67.40 feet; thence South 76° 48' 25" East, a distance of 27.51 feet to a point that lies 60 feet North of when measured at right angles to the South line of said Section 8; thence North 89°41'50" East, parallel with and 60 feet North of the South line of said Section 8, a distance of 277.46 feet; thence North 00° 18' 10" West, a distance of 60.00 feet to a point that lies 120 feet North of when measured at right angles to said South line of Section 8; thence South 89°41'50" West parallel with and 120 feet North of said South line of Section 8, a distance of 87.24 feet; thence South 00° 18' 10" East, a distance of 9.87 feet; thence South 89°41'50" West, a distance of 70.00 feet; thence North 00° 18' 10" West, a distance of 9.87 feet; thence South 89°41'50" West parallel with and 120 feet North of said South line of Section 8, a distance of 335.31 feet to the point of curvature a curve to the right, concave Northeasterly, having a radius of 164.00 feet, a chord bearing of North 60° 45' 54" West and a chord distance of 161.70 feet; thence run Northwesterly along the arc of said curve, through a central angle of 59° 04' 33" for a distance of 169.09 feet to the end of said curve; thence North 02° 37' 33" West, a distance of 85.06 feet; thence North 89°41'47" East, a distance of 10.00 feet to the POINT OF BEGINNING;

Containing 0.854 acres, more or less.

Sheet 3 of 3

Return to: .
Natural Resources Division .
Miami-Dade County Department of .
Regulatory and Economic Resources .
Environmental Resources Management .
701 NW 1st Court .
Miami, FL 33136-3912 .

Instrument prepared by: .
Carlos A. Calvache, .
Miami-Dade County Department of .
Regulatory and Economic Resources .
Environmental Resources Management .
701 NW 1st Court .
Miami, FL 33136-3912 .
Folio No. N/A .
NW 170 Street Interchange Project .
Parcel 88-A .

QUIT CLAIM DEED

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

THIS INDENTURE, Made this _____ day of _____, A.D. 201_, by and between the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an executive agency of the of the State of Florida, whose address is Turnpike Headquarters, P.O. Box 613069, Milepost 263, Florida's Turnpike, Building 5315, Ocoee, Florida 34761, party of the first part, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and its successors in interest, whose Post Office Address is 111 NW 1st Street, Miami, Florida 33128-1970, party of the second part,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the Grantee, its successors and assigns forever, the following described land, situate, lying and being in Miami-Dade County, State of Florida, to wit:

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SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for use as a public canal and for other public uses and for all purposes incidental thereto.

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INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its Seal to be hereunto affixed, by its signed for and on its behalf, the day and year first above written.

Signed, Sealed and Delivered
in our presence: (**2 witnesses**
for each signature or for all)

WITNESSES:

**PARTY OF THE FIRST PART:
STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION**

Witness

_____ (Sign)
By:

Witness Printed Name

Printed Name

Witness

Position

Witness Printed Name

State Seal

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY, that on this _____ day of _____, A.D. 201_, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, personally known to me, or proven, by producing the following forms of identification: _____ to be _____ of the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Notary Signature

Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

The foregoing was accepted and approved on the _____ day of _____, A.D. 201_, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Audrey M. Edmonson, Chairwoman of the Board of County Commissioners

ATTEST: HARVEY RUVIN,
Clerk of said Board

Approved as to form
and legal sufficiency

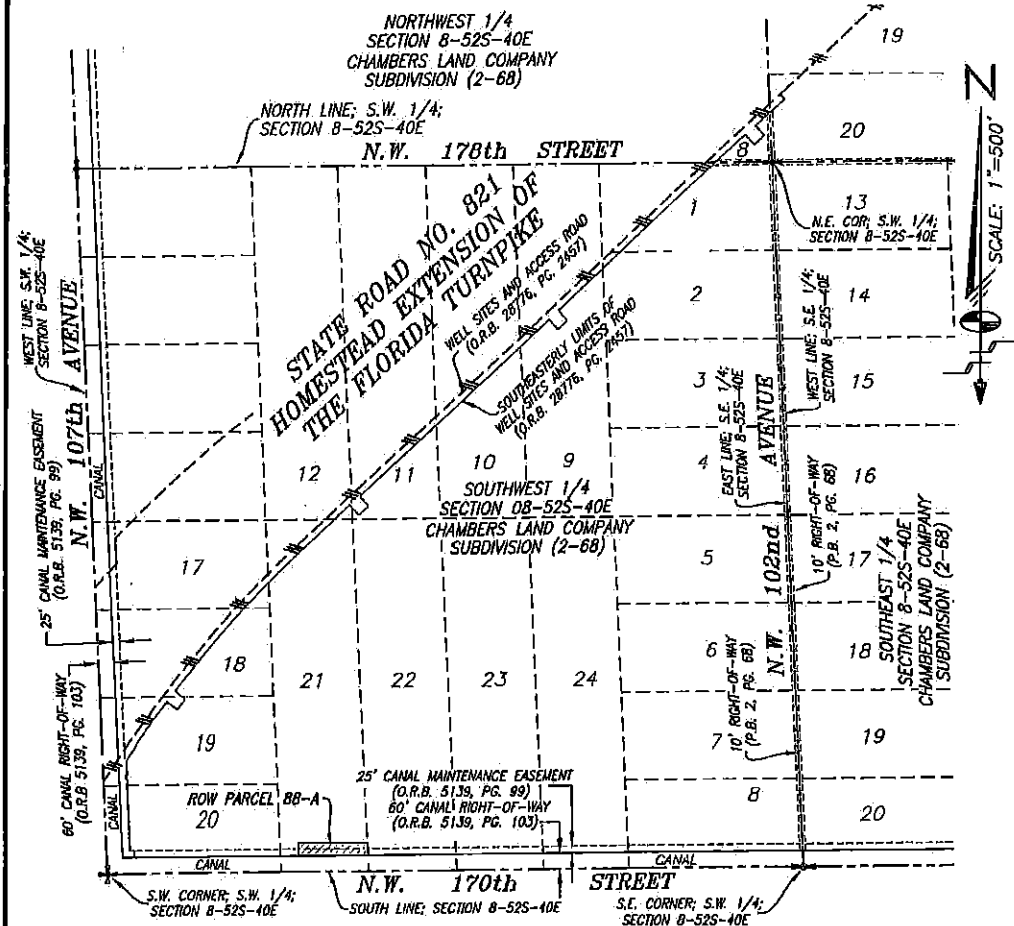
By: _____
Deputy Clerk

Assistant County Attorney

EXHIBIT A

8-52-40

SKETCH TO ACCOMPANY LEGAL DESCRIPTION RIGHT-OF-WAY PARCEL 88-A A PORTION OF TRACT 21, SOUTHWEST 1/4 SECTION 8-52S-40E



LEGEND:

- P.B. - DENOTES PLAT BOOK
- O.R.B. - DENOTES OFFICIAL RECORDS BOOK
- PG. - DENOTES PAGE
- P.O.C. - DENOTES POINT OF COMMENCEMENT
- P.O.B. - DENOTES POINT OF BEGINNING
- ROW - DENOTES RIGHT-OF-WAY

LOCATION SKETCH

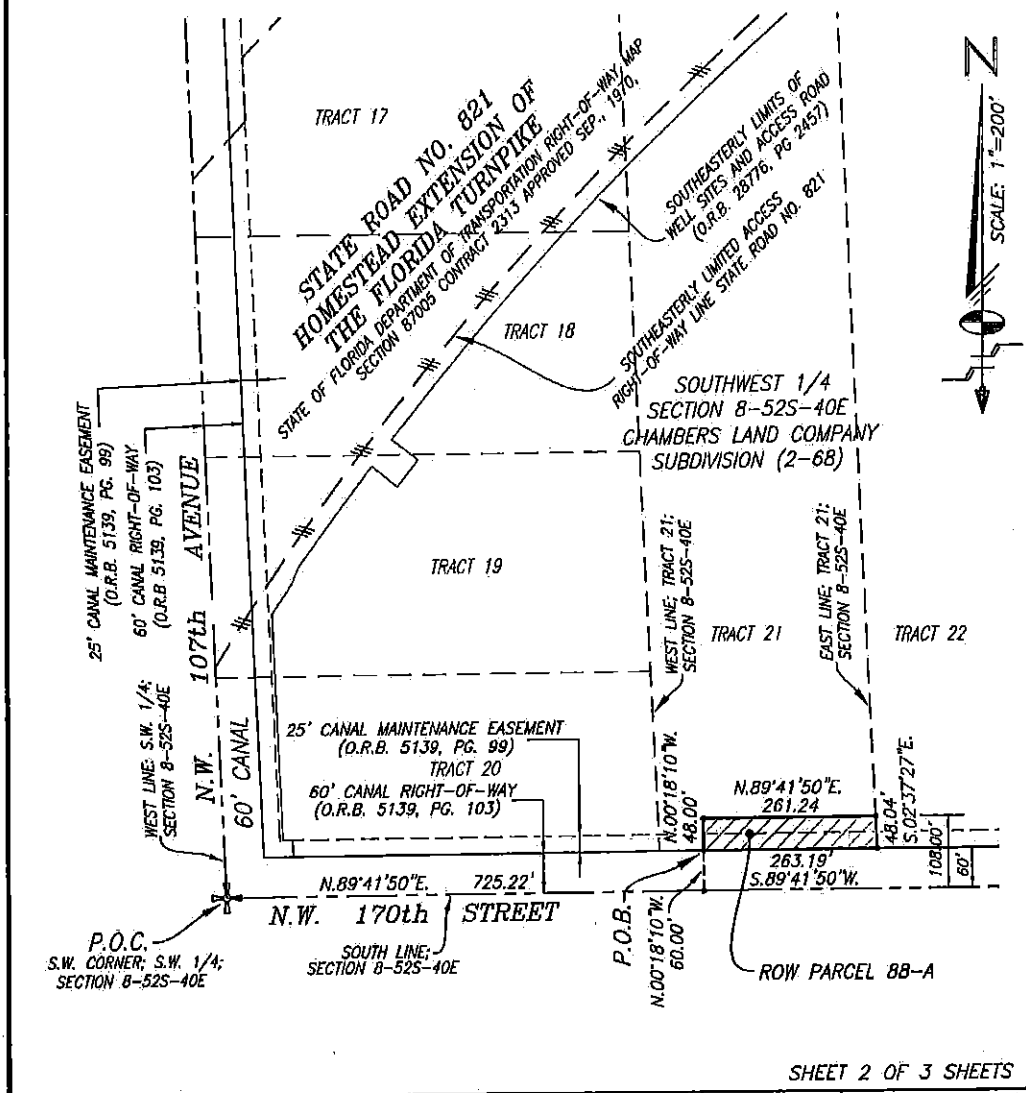
SHEET 1 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954) 435-7010 FAX No. (954) 438-3288 ORDER NO. <u>208646</u> PREPARED UNDER MY SUPERVISION: DATE: <u>JULY 5, 2018</u> THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	REVISIONS PARCEL LIMITS PER FOOT 10/31/18-#209334 PARCEL LIMITS PER FOOT 12/18/18-#209334
	RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767	


K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 8-SW QTR-TR 21 (ROW 88-A) (12-18-2018).dwg

60

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
RIGHT-OF-WAY PARCEL 88-A
A PORTION OF TRACT 21, SOUTHWEST 1/4 SECTION 8-52S-40E



SHEET 2 OF 3 SHEETS

	<p>SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS PHONE No. (954) 435-7010</p>	<p>3240 CORPORATE WAY-MIRAMAR, FL 33025 FAX No. (954) 438-3288 PREPARED UNDER MY SUPERVISION.</p>	<p>REVISIONS</p> <table border="1"> <tr> <td>PARCEL LIMITS PER FDOT</td> <td>10/31/18-#209334</td> </tr> <tr> <td>PARCEL LIMITS PER FDOT</td> <td>12/18/18-#209334</td> </tr> </table>	PARCEL LIMITS PER FDOT	10/31/18-#209334	PARCEL LIMITS PER FDOT	12/18/18-#209334
	PARCEL LIMITS PER FDOT	10/31/18-#209334					
PARCEL LIMITS PER FDOT	12/18/18-#209334						
<p>ORDER NO. 208646 DATE: JULY 5, 2018 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87</p>	<p>RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767</p>						

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 8-SW QTR-TR 21 (ROW 88-A) (12-18-2018).dwg

LEGAL DESCRIPTION TO ACCOMPANY SKETCH**RIGHT-OF-WAY PARCEL 88-A****A PORTION OF TRACT 21, SOUTHWEST 1/4 SECTION 8-52S-40E****LEGAL DESCRIPTION OF RIGHT-OF-WAY:**

A PORTION OF TRACT 21, LYING IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 2 AT PAGE 68 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE NORTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, ALONG THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 725.22 FEET; SAID LAST DESCRIBED COURSE ALSO BEING ALONG THE SOUTH LINE OF THAT CERTAIN 60 FOOT WIDE CANAL RIGHT-OF-WAY, AS SHOWN AND RECORDED IN OFFICIAL RECORDS BOOK 5139 AT PAGE 103 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 18 MINUTES 10 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR 60.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 18 MINUTES 10 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE, FOR 48.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH AND 108.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 261.24 FEET; THENCE SOUTH 02 DEGREES 37 MINUTES 27 SECONDS EAST, ALONG THE EAST LINE OF TRACT 21 OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 48.04 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 50 SECONDS WEST, ALONG A LINE THAT IS PARALLEL WITH AND 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 263.19 FEET TO THE POINT OF BEGINNING; SAID LAST DESCRIBED COURSE ALSO BEING ALONG THE NORTH LINE OF THE SAID 60 FOOT WIDE CANAL RIGHT-OF-WAY; ALL LYING AND BEING IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.


THE ABOVE DESCRIBED PROPERTY SUBJECT TO THAT CERTAIN CANAL MAINTENANCE EASEMENT, AS SHOWN AND RECORDED IN OFFICIAL RECORDS BOOK 5139 AT PAGE 99, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 12,586 SQUARE FEET, MORE OR LESS (0.289 ACRES, MORE OR LESS).

GENERAL NOTES:

- 1) ORDERED BY: INTERNATIONAL ATLANTIC LLC
- 2) THE LEGAL DESCRIPTION AS SHOWN HEREON WAS PREPARED BY THIS FIRM.
- 3) THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- 4) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) BEING A PORTION OF MIAMI-DADE COUNTY, FLORIDA, TAX FOLIO No. 30-2008-001-0490

SHEET 3 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC.		REVISIONS
	LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288 ORDER NO. <u>208646</u> PREPARED UNDER MY SUPERVISION: DATE: <u>JULY 5, 2018</u> THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	RONALD A. FRITH, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767	

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 8-SW QTR-TR 21 (ROW 88-A) (12-18-2018).dwg

EXHIBIT E

Return to: .
Natural Resources Division .
Miami-Dade County Department of .
Regulatory and Economic Resources .
Environmental Resources Management .
701 NW 1st Court .
Miami, FL 33136-3912 .

Instrument prepared by: .
Carlos A. Calvache, .
Miami-Dade County Department of .
Regulatory and Economic Resources .
Environmental Resources Management .
701 NW 1st Court .
Miami, FL 33136-3912 .
Folio No. N/A .
NW 170 Street Interchange Project .
Parcel 66-B .

EASEMENT FOR CANAL MAINTENANCE

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

THIS INDENTURE, Made this _____ day of _____, A.D. 201_, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive agency of the of the State of Florida, whose address is Turnpike Headquarters, P.O. Box 613069, Milepost 263, Florida's Turnpike, Building 5315, Ocoee, Florida 34761, party of the first part, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and its successors in interest, whose Post Office Address is 111 NW 1st Street, Miami, Florida 33128-1970, party of the second part,

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS that whereas the said party of the first part is the owner of the hereinafter described real property in Miami-Dade County, Florida and

WHEREAS, the parties hereto desire that the drainage canal which lies adjacent to said real property be maintained and kept free and clear of all obstruction, debris, silt, hyacinths, and other vegetable matter, and the party of the first part, to accomplish said purpose, is willing to convey to the party of the second part an easement hereinafter described to be used by the party of the second part for the construction, cleaning and maintenance of said canal.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant, bargain and sell to the party of the second part, and its successors in interest, an easement over, along and across the following described real property lying and being in Miami-Dade County, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

together with the right to remove all trees, growth and shrubbery therefrom and to temporarily deposit such spoil, silt, hyacinths, and other vegetable matter which the party of the second part shall remove from the canal from time to time in the construction, cleaning and maintenance of said canal, and together also with the right to the party of the second part to use said strip of land in such manner as may be necessary in the operation of the equipment used by the party of the second part in the construction and cleaning of said canal.

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for the purpose of canal maintenance and all public uses and for all public purposes incidental thereto.

All of the provisions hereof shall inure to the benefit of the heirs, executors administrators, grantees, assigns and the successors in interest of the respective parties.

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IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its Seal to be hereunto affixed, by its signed for and on its behalf, the day and year first above written.

Signed, Sealed and Delivered
in our presence: (2 witnesses
for each signature or for all)

WITNESSES:

PARTY OF THE FIRST PART:
STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION

Witness

By: (Sign)

Witness Printed Name

Printed Name

Witness

Position

Witness Printed Name

State Seal

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY, that on this _____ day of _____, A.D. 201_, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, personally known to me, or proven, by producing the following forms of identification: _____ to be _____ of the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Notary Signature

Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

The foregoing was accepted and approved on the _____ day of _____, A.D. 201_, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Audrey M. Edmonson, Chairwoman of the Board of County Commissioners

ATTEST: HARVEY RUVIN,
Clerk of said Board

Approved as to form
and legal sufficiency

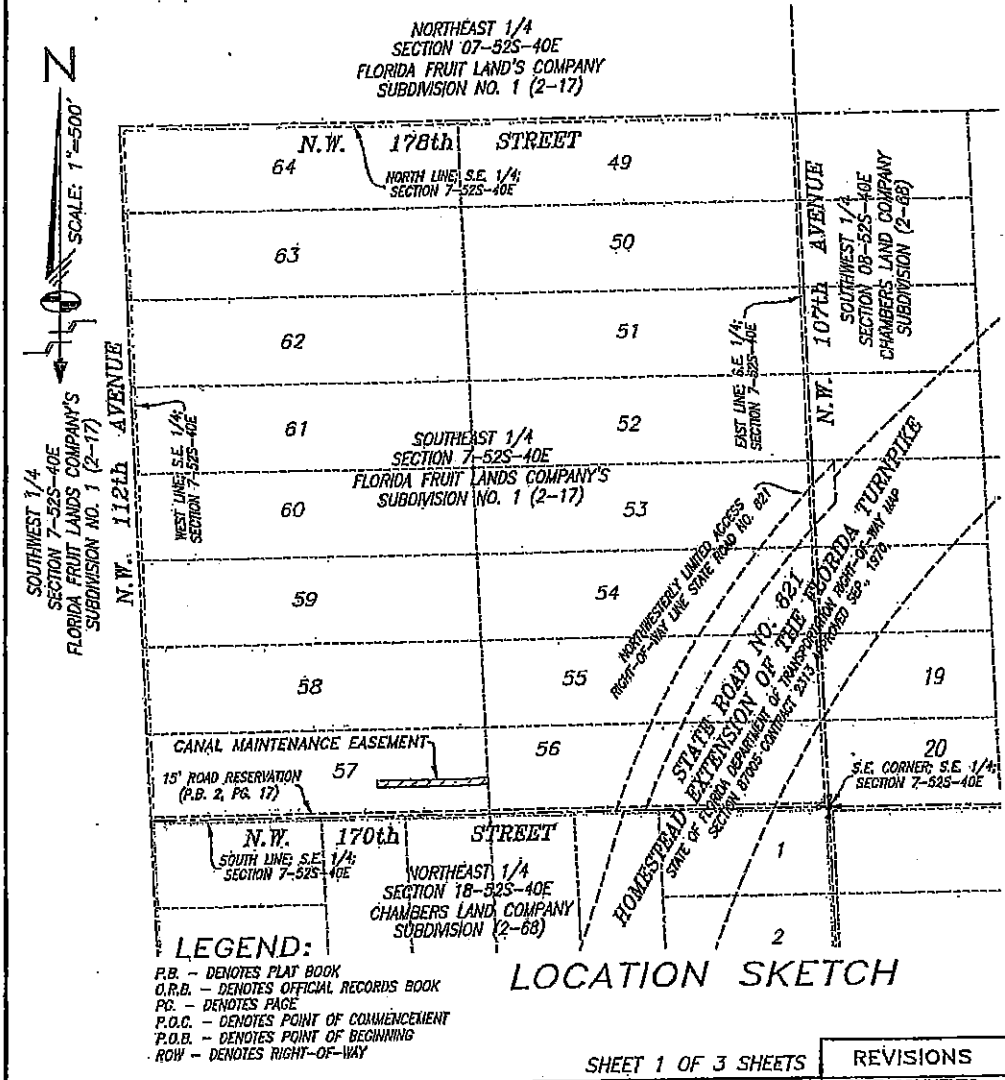
By: _____
Deputy Clerk

Assistant County Attorney

EXHIBIT A

7-52-40

SKETCH TO ACCOMPANY LEGAL DESCRIPTION CANAL MAINTENANCE EASEMENT (PARCEL 66-B) A PORTION OF TRACT 57 - SOUTHEAST 1/4 SECTION 7-52S-40E



SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND SURVEYORS-ENGINEERS-LAND PLANNERS
PHONE No. (954)435-7010
FAX No. (954)438-3288
PREPARED UNDER MY SUPERVISION:
RONALD A. FRITZ, ASSISTANT VICE PRESIDENT
FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767

ORDER NO. 209243
DATE: OCT. 17, 2018
THIS IS NOT A "BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB-87

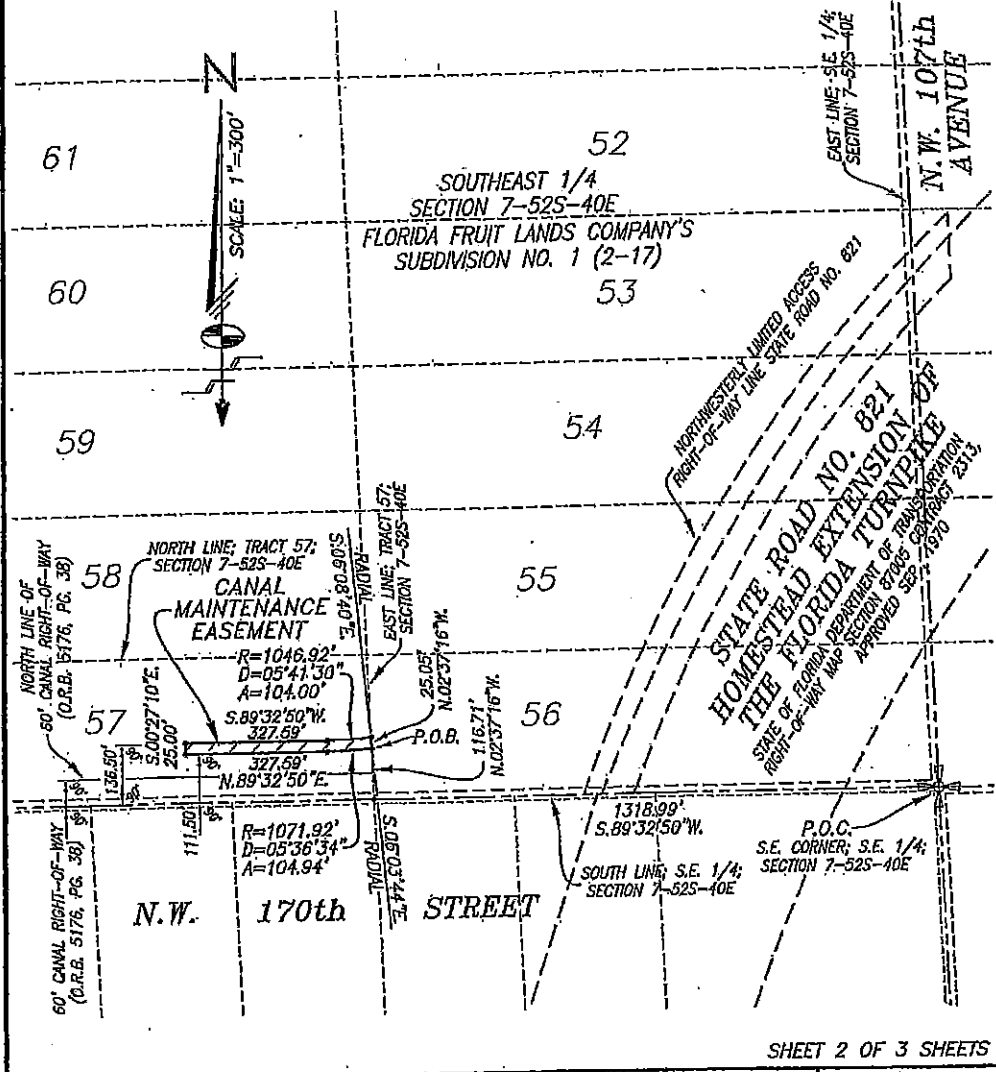
3240 CORPORATE WAY-MIRAMAR, FL 33025

REVISIONS
FDOT COMMENTS
12/10/18-#209334
FDOT COMMENTS
12/17/18-#209334
FDOT COMMENTS
12/20/18-#209334
TRACT NUMBERS
04/24/19

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-SE.OTR-TR 57 (CME 66-B).dwg

67

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
CANAL MAINTENANCE EASEMENT (PARCEL 66-B)
A PORTION OF TRACT 57 - SOUTHEAST 1/4 SECTION 7-52S-40E



SHEET 2 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288 PREPARED UNDER MY SUPERVISION:		REVISIONS
	ORDER NO. 209243 DATE: OCT. 17, 2018 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-67		FDOT COMMENTS 12/10/18-#209334 FDOT COMMENTS 12/17/18-#209334 FDOT COMMENTS 12/20/18-#209334
		RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767	

K:\055240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-SE QTR-TR 57 (CNE 66-B).dwg

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LEGAL DESCRIPTION TO ACCOMPANY SKETCH
CANAL MAINTENANCE EASEMENT (PARCEL 66-B)
A PORTION OF TRACT 57 - SOUTHEAST 1/4 SECTION 7-52S-40E

LEGAL DESCRIPTION OF CANAL MAINTENANCE EASEMENT:

A PORTION OF TRACT 57, LYING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 52 SOUTH, RANGE 40 EAST, AS SHOWN ON THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE SOUTH 89 DEGREES 32 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7, FOR 1318.99 FEET; THENCE NORTH 02 DEGREES 37 MINUTES 16 SECONDS WEST, ALONG THE EAST LINE OF TRACT 57 OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7, FOR 116.71 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES 37 MINUTES 16 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE, FOR 25.05 FEET TO A POINT ON THE NEXT DESCRIBED CIRCULAR CURVE; SAID POINT BEARS SOUTH 06 DEGREES 08 MINUTES 40 SECONDS EAST FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE RIGHT, CONCAVE NORTHERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 1046.92 FEET AND A CENTRAL ANGLE OF 05 DEGREES 41 MINUTES 30 SECONDS FOR AN ARC DISTANCE OF 104.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 32 MINUTES 50 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 136.50 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7, FOR 327.59 FEET; THENCE SOUTH 00 DEGREES 27 MINUTES 10 SECONDS EAST, AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 25.00 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 50 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH AND 111.50 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7, FOR 327.59 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 1071.92 FEET AND A CENTRAL ANGLE OF 05 DEGREES 36 MINUTES 34 SECONDS FOR AN ARC DISTANCE OF 104.94 FEET TO A POINT ON THE LAST DESCRIBED CIRCULAR CURVE; SAID POINT BEING THE POINT OF BEGINNING; SAID POINT BEING ON THE SAID EAST LINE OF SAID TRACT 57 AND BEARS SOUTH 06 DEGREES 03 MINUTES 44 SECONDS EAST FROM THE RADIUS POINT OF THE LAST DESCRIBED CIRCULAR CURVE; ALL LYING AND BEING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 10,801 SQUARE FEET, MORE OR LESS (0.248 ACRES, MORE OR LESS).

GENERAL NOTES:

- 1) ORDERED BY: INTERNATIONAL ATLANTIC LLC
- 2) THE LEGAL DESCRIPTION AS SHOWN HEREON WAS PREPARED BY THIS FIRM.
- 3) THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- 4) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) A PORTION OF MIAMI-DADE COUNTY, FLORIDA, TAX FOLIO No. 30-2007-001-0570

SHEET 3 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS -- 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954) 438-7010 FAX No. (954) 438-3288 ORDER NO. 209243 PREPARED UNDER MY SUPERVISION: DATE: OCT. 17, 2018 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87		RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767	REVISIONS FOOT COMMENTS 12/10/18-#209334 FOOT COMMENTS 12/17/18-#209334 FOOT COMMENTS 12/20/18-#209334

H:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-SE OTR-TR 57 (CME 66-B).dwg

89

EXHIBIT F

Return to:

Natural Resources Division
Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court
Miami, FL 33136-3912

Instrument prepared by:

Carlos A. Calvache,
Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court
Miami, FL 33136-3912
Folio No. N/A
NW 170 Street Interchange Project
Parcel 56-B

EASEMENT FOR CANAL MAINTENANCE

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

THIS INDENTURE, Made this ___ day of ___, A.D. 201_, by and
between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive
agency of the of the State of Florida, whose address is Turnpike
Headquarters, P.O. Box 613069, Milepost 263, Florida's Turnpike, Building
5315, Ocoee, Florida 34761, party of the first part, and MIAMI-DADE
COUNTY, a political subdivision of the State of Florida, and its
successors in interest, whose Post Office Address is 111 NW 1st Street,
Miami, Florida 33128-1970, party of the second part,

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS that whereas the said party of the
first part is the owner of the hereinafter described real property in
Miami-Dade County, Florida and

WHEREAS, the parties hereto desire that the drainage canal which
lies adjacent to said real property be maintained and kept free and clear
of all obstruction, debris, silt, hyacinths, and other vegetable matter,
and the party of the first part, to accomplish said purpose, is willing
to convey to the party of the second part an easement hereinafter
described to be used by the party of the second part for the
construction, cleaning and maintenance of said canal.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant, bargain and sell to the party of the second part, and its successors in interest, an easement over, along and across the following described real property lying and being in Miami-Dade County, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

together with the right to remove all trees, growth and shrubbery therefrom and to temporarily deposit such spoil, silt, hyacinths, and other vegetable matter which the party of the second part shall remove from the canal from time to time in the construction, cleaning and maintenance of said canal, and together also with the right to the party of the second part to use said strip of land in such manner as may be necessary in the operation of the equipment used by the party of the second part in the construction and cleaning of said canal.

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for the purpose of canal maintenance and all public uses and for all public purposes incidental thereto.

All of the provisions hereof shall inure to the benefit of the heirs, executors administrators, grantees, assigns and the successors in interest of the respective parties.

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INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its Seal to be hereunto affixed, by its signed for and on its behalf, the day and year first above written.

Signed, Sealed and Delivered
in our presence: (2 witnesses
for each signature or for all)

WITNESSES:

PARTY OF THE FIRST PART:
STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION

Witness

By: _____ (Sign)

Witness Printed Name

Printed Name

Witness

Position

Witness Printed Name

State Seal

72

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY, that on this _____ day of _____, A.D. 201_, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, personally known to me, or proven, by producing the following forms of identification: _____ to be _____ of the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Notary Signature

Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

The foregoing was accepted and approved on the _____ day of _____, A.D. 201_, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Audrey M. Edmonson, Chairwoman of the Board of County Commissioners

ATTEST: HARVEY RUVIN,
Clerk of said Board

Approved as to form
and legal sufficiency

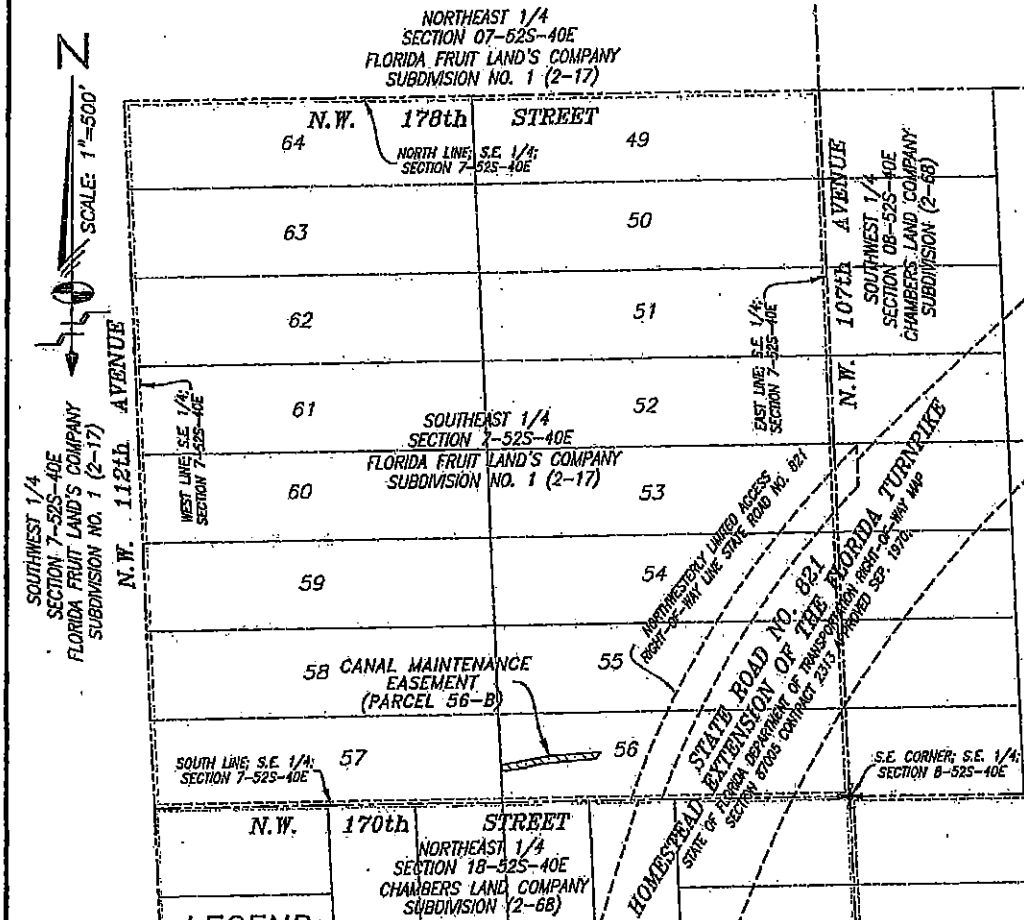
By: _____
Deputy Clerk

Assistant County Attorney

EXHIBIT A

7-52-40

SKETCH TO ACCOMPANY LEGAL DESCRIPTION CANAL MAINTENANCE EASEMENT (PARCEL 56-B) A PORTION OF TRACT 56 - SOUTHEAST 1/4 SECTION 7-52S-40E



LEGEND:

- P.B. - DENOTES PLAT BOOK
- O.R.B. - DENOTES OFFICIAL RECORDS BOOK
- PG. - DENOTES PAGE
- P.O.C. - DENOTES POINT OF COMMENCEMENT
- P.O.B. - DENOTES POINT OF BEGINNING
- ROW - DENOTES RIGHT-OF-WAY
- R - DENOTES RADIUS LENGTH
- D - DENOTES DELTA (CENTRAL ANGLE)
- A - DENOTES LENGTH OF ARC

LOCATION SKETCH

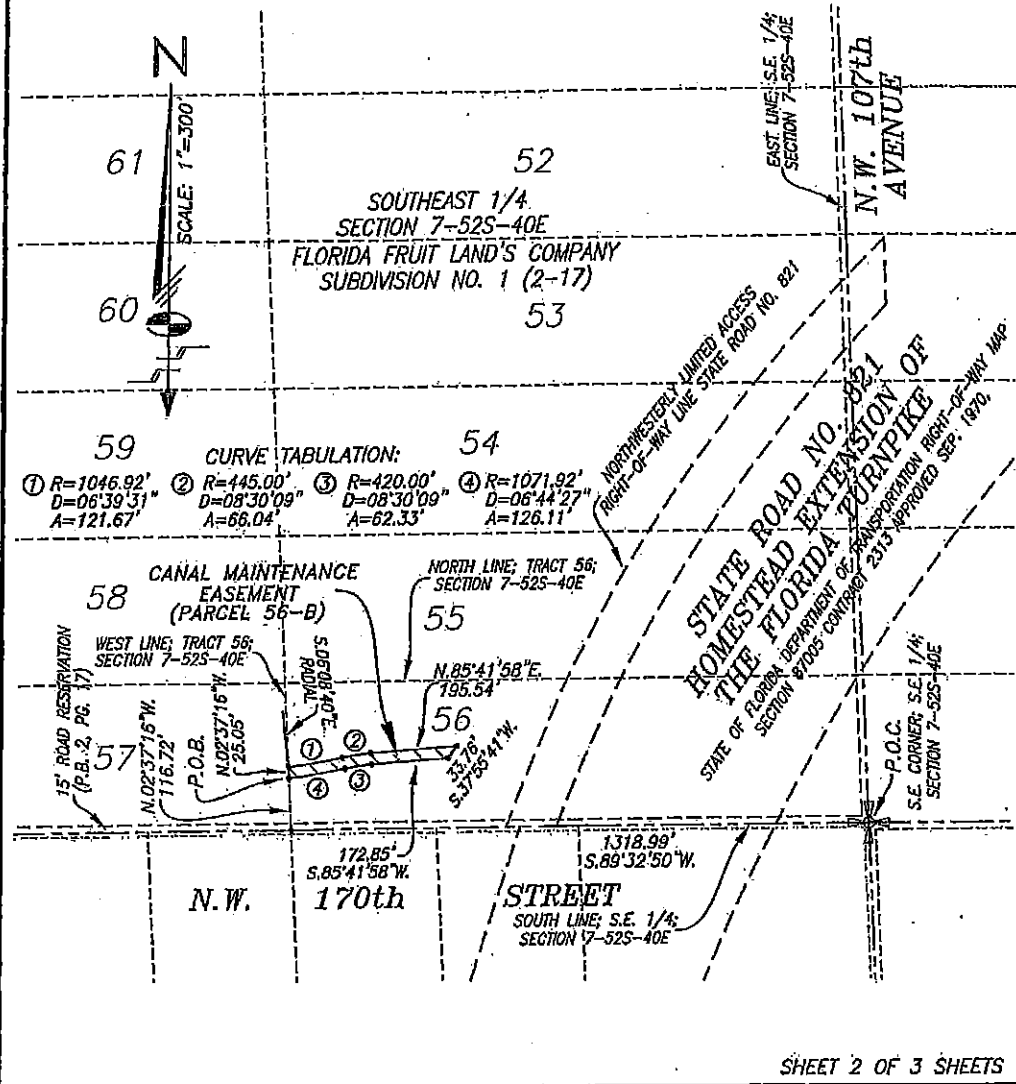
SHEET 1 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288 ORDER No. 208646 DATE: JUNE 5, 2018 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	REVISIONS FDOT COMMENTS 10/18/18-#20927B FDOT COMMENTS 12/02/18-#209334 TRACT NUMBERS 04/24/19
	PREPARED UNDER MY SUPERVISION: RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767	

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-SE OTR-TR 56 (CME 56-B) (12-02-2018).dwg

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION
CANAL MAINTENANCE EASEMENT (PARCEL 56-B)
A PORTION OF TRACT 56 - SOUTHEAST 1/4 SECTION 7-52S-40E



SHEET 2 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954) 435-7010 FAX No. (954) 438-3288 ORDER NO. 208646 PREPARED UNDER MY SUPERVISION: DATE: JUNE 5, 2018 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	REVISIONS FOOT COMMENTS 10/18/18-#209278 FOOT COMMENTS 12/02/18-#209334 TRACT NUMBERS 04/24/19
	RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767	

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-SE QTR-TR 56 (CUE 56-B) (12-02-2018).dwg

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
CANAL MAINTENANCE EASEMENT (PARCEL 56-B)
A PORTION OF TRACT 56 - SOUTHEAST 1/4 SECTION 7-52S-40E

LEGAL DESCRIPTION OF CANAL MAINTENANCE EASEMENT:

A PORTION OF TRACT 56, LYING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 52 SOUTH, RANGE 40 EAST, AS SHOWN ON THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE SOUTH 89 DEGREES 32 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7, FOR 1318.99 FEET; THENCE NORTH 02 DEGREES 37 MINUTES 16 SECONDS WEST, ALONG THE WEST LINE OF TRACT 56, OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7, FOR 116.72 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES 37 MINUTES 16 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE, FOR 25.05 FEET TO A POINT ON THE NEXT DESCRIBED CIRCULAR CURVE; SAID POINT BEARS SOUTH 06 DEGREES 08 MINUTES 40 SECONDS EAST FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 1046.92 FEET AND A CENTRAL ANGLE OF 06 DEGREES 39 MINUTES 31 SECONDS FOR AN ARC DISTANCE OF 121.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY HAVING FOR ITS ELEMENTS A RADIUS OF 445.00 FEET AND A CENTRAL ANGLE OF 08 DEGREES 30 MINUTES 09 SECONDS FOR AN ARC DISTANCE OF 66.04 FEET TO A POINT OF TANGENCY; THENCE NORTH 85 DEGREES 41 MINUTES 58 SECONDS EAST FOR 195.54 FEET; THENCE SOUTH 37 DEGREES 55 MINUTES 41 SECONDS WEST FOR 33.76 FEET; THENCE SOUTH 85 DEGREES 41 MINUTES 58 SECONDS WEST FOR 172.85 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 420.00 FEET AND A CENTRAL ANGLE OF 08 DEGREES 30 MINUTES 09 SECONDS FOR AN ARC DISTANCE OF 62.33 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 1071.92 FEET AND A CENTRAL ANGLE OF 06 DEGREES 44 MINUTES 27 SECONDS FOR AN ARC DISTANCE OF 126.11 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 9,307 SQUARE FEET, MORE OR LESS (0.214 ACRES, MORE OR LESS).

GENERAL NOTES:

- 1) ORDERED BY: INTERNATIONAL ATLANTIC LLC
- 2) THE LEGAL DESCRIPTION AS SHOWN HEREON WAS PREPARED BY THIS FIRM.
- 3) THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- 4) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) A PORTION OF MIAMI-DADE COUNTY, FLORIDA, TAX FOLIO No. 30-2007-001-0560

SHEET 3 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC.	REVISIONS
	LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025	FDOT COMMENTS
	PHONE No. (954)435-7010 FAX No. (954)438-3288	10/18/18-#209278
	ORDER NO. 208848 PREPARED UNDER MY SUPERVISION:	FDOT COMMENTS
DATE: JUNE 5, 2018	RONALD A. FRITZ, ASSISTANT VICE PRESIDENT	12/02/18-#209334
THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767	

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 7 - SE QTR - TR 36 (CME 56-B) (12-02-2018).dwg

EXHIBIT G

Return to: .
Natural Resources Division .
Miami-Dade County Department of .
Regulatory and Economic Resources .
Environmental Resources Management .
701 NW 1st Court .
Miami, FL 33136-3912 .

Instrument prepared by: .
Carlos A. Calvache, .
Miami-Dade County Department of .
Regulatory and Economic Resources .
Environmental Resources Management .
701 NW 1st Court .
Miami, FL 33136-3912 .
Folio No. N/A .
NW 170 Street Interchange Project .
Parcel 88-A .

EASEMENT FOR CANAL MAINTENANCE

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

THIS INDENTURE, Made this ____ day of _____, A.D. 201_, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive agency of the of the State of Florida, whose address is Turnpike Headquarters, P.O. Box 613069, Milepost 263, Florida's Turnpike, Building 5315, Ocoee, Florida 34761, party of the first part, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and its successors in interest, whose Post Office Address is 111 NW 1st Street, Miami, Florida 33128-1970, party of the second part,

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS that whereas the said party of the first part is the owner of the hereinafter described real property in Miami-Dade County, Florida and

WHEREAS, the parties hereto desire that the drainage canal which lies adjacent to said real property be maintained and kept free and clear of all obstruction, debris, silt, hyacinths, and other vegetable matter, and the party of the first part, to accomplish said purpose, is willing to convey to the party of the second part an easement hereinafter described to be used by the party of the second part for the construction, cleaning and maintenance of said canal.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant, bargain and sell to the party of the second part, and its successors in interest, an easement over, along and across the following described real property lying and being in Miami-Dade County, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

together with the right to remove all trees, growth and shrubbery therefrom and to temporarily deposit such spoil, silt, hyacinths, and other vegetable matter which the party of the second part shall remove from the canal from time to time in the construction, cleaning and maintenance of said canal, and together also with the right to the party of the second part to use said strip of land in such manner as may be necessary in the operation of the equipment used by the party of the second part in the construction and cleaning of said canal.

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for the purpose of canal maintenance and all public uses and for all public purposes incidental thereto.

All of the provisions hereof shall inure to the benefit of the heirs, executors administrators, grantees, assigns and the successors in interest of the respective parties.

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IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its Seal to be hereunto affixed, by its signed for and on its behalf, the day and year first above written.

Signed, Sealed and Delivered
in our presence: (2 witnesses
for each signature or for all)

WITNESSES:

PARTY OF THE FIRST PART:
STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION

Witness

By: (Sign)

Witness Printed Name

Printed Name

Witness

Position

Witness Printed Name

State Seal

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY, that on this _____ day of _____, A.D. 201_, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, personally known to me, or proven, by producing the following forms of identification: _____ to be _____ of the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Notary Signature

Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

The foregoing was accepted and approved on the _____ day of _____, A.D. 201_, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Audrey M. Edmonson, Chairwoman of the Board of County Commissioners

ATTEST: HARVEY RUVIN,
Clerk of said Board

Approved as to form
and legal sufficiency

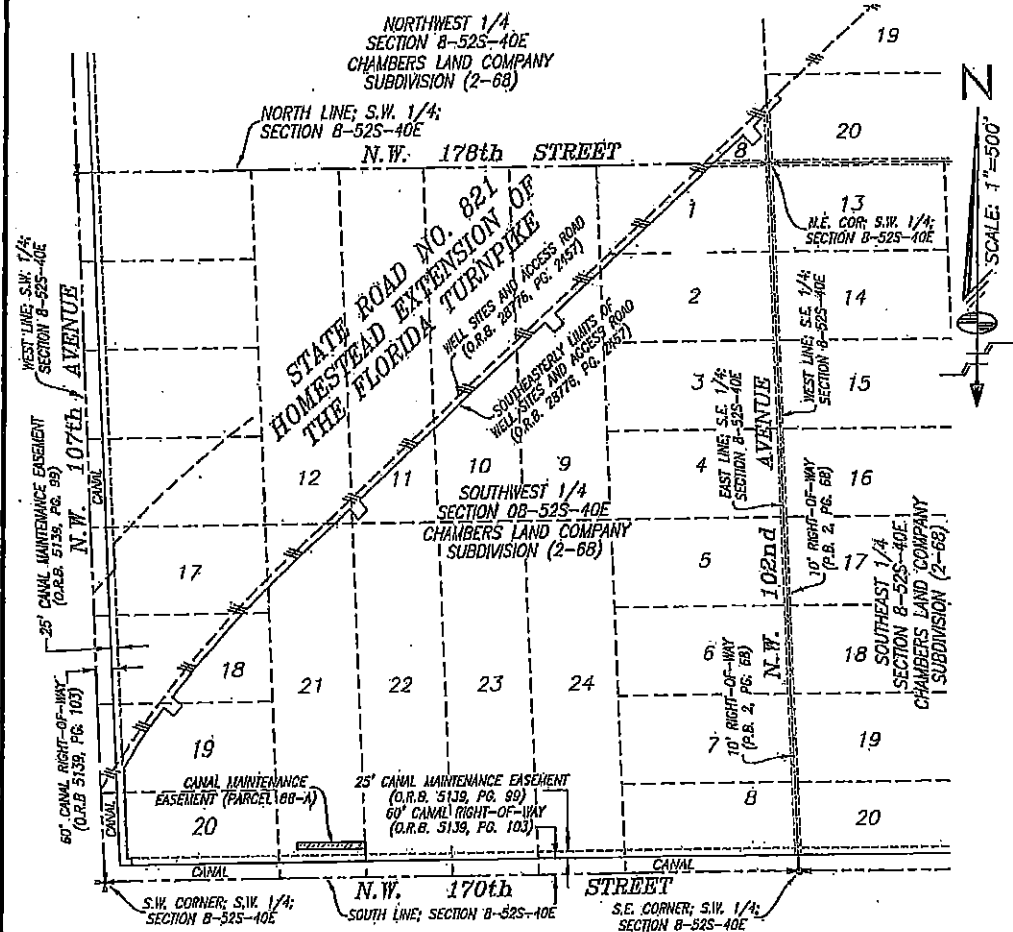
By: _____
Deputy Clerk

Assistant County Attorney

EXHIBIT A

8-52-40

SKETCH TO ACCOMPANY LEGAL DESCRIPTION CANAL MAINTENANCE EASEMENT (PARCEL 88-A) A PORTION OF TRACT 21, SOUTHWEST 1/4 SECTION 8-52S-40E



LEGEND:

- P.B. - DENOTES PLAT BOOK
- O.R.B. - DENOTES OFFICIAL RECORDS BOOK
- PG. - DENOTES PAGE
- P.O.C. - DENOTES POINT OF COMMENCEMENT
- P.O.B. - DENOTES POINT OF BEGINNING
- ROW - DENOTES RIGHT-OF-WAY

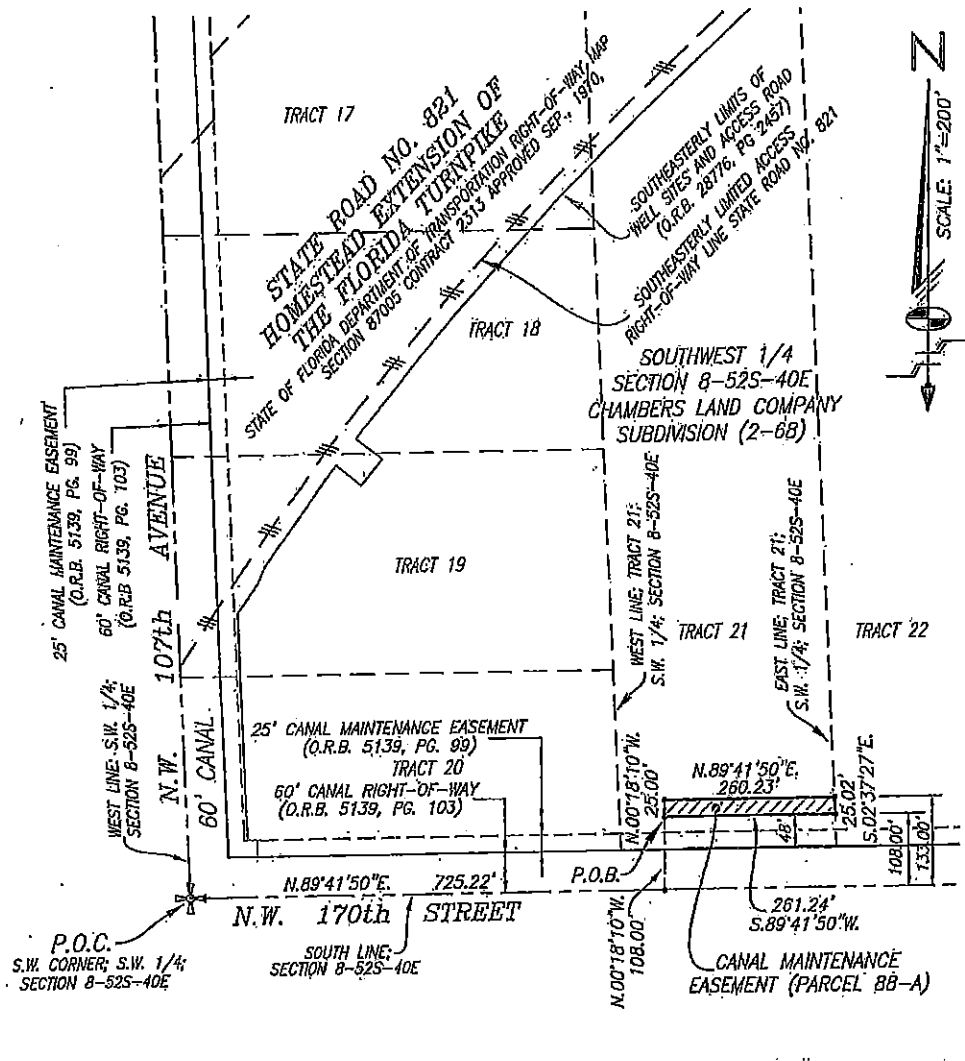
LOCATION SKETCH

SHEET 1 OF 3 SHEETS


	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288 ORDER No. <u>209334</u> PREPARED UNDER MY SUPERVISION: DATE: <u>NOV. 2, 2018</u> THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	REVISIONS PARCEL LIMITS PER FOOT 12/20/18-#209334
	RONALD A. FRITZ, ASSISTANT VICE. PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767	

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 8-SW QUR-TR 21 (CME 88-A) (12-20-2018).dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
CANAL MAINTENANCE EASEMENT PARCEL (88-A)
A PORTION OF TRACT 21, SOUTHWEST 1/4 SECTION 8-52S-40E



SHEET 2 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288 ORDER No. 209334 PREPARED UNDER MY SUPERVISION: DATE: NOV. 2, 2018 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. 18-87		REVISIONS PARCEL LIMITS PER FDOT 12/20/18-#209334
	RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767		_____ _____ _____

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 8-SW OTR-TR 21 (CME 88-A) (12-20-2018).dwg

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LEGAL DESCRIPTION TO ACCOMPANY SKETCH
CANAL MAINTENANCE EASEMENT (PARCEL 88-A)
A PORTION OF TRACT 21, SOUTHWEST 1/4 SECTION 8-52S-40E

LEGAL DESCRIPTION OF RIGHT-OF-WAY:

A PORTION OF TRACT 21, LYING IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 2 AT PAGE 68 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE NORTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, ALONG THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 725.22 FEET; SAID LAST DESCRIBED COURSE ALSO BEING ALONG THE SOUTH LINE OF THAT CERTAIN 60 FOOT WIDE CANAL RIGHT-OF-WAY, AS SHOWN AND RECORDED IN OFFICIAL RECORDS BOOK 5139 AT PAGE 103 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 18 MINUTES 10 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, FOR 108.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00 DEGREES 18 MINUTES 10 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE, FOR 25.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH AND 133.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 260.23 FEET; THENCE SOUTH 02 DEGREES 37 MINUTES 27 SECONDS EAST, ALONG THE EAST LINE OF TRACT 21 OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 25.02 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 50 SECONDS WEST, ALONG A LINE THAT IS PARALLEL WITH AND 108.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 261.24 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 6,518 SQUARE FEET, MORE OR LESS (0.150 ACRES, MORE OR LESS).

GENERAL NOTES:

- 1) ORDERED BY: INTERNATIONAL ATLANTIC LLC
- 2) THE LEGAL DESCRIPTION AS SHOWN HEREON WAS PREPARED BY THIS FIRM.
- 3) THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- 4) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) BEING A PORTION OF MIAMI-DADE COUNTY, FLORIDA, TAX FOLIO No. 30-2008-001-0490

SHEET 3 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288 ORDER NO. 209334 PREPARED UNDER MY SUPERVISION: DATE: NOV. 2, 2018 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-67		REVISIONS PARCEL LIMITS PER FOOT 12/20/18-#209334
	RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767		

K:\095210\170 STREET ROW\SKETCH AND LEGALS\SEG 8-SW QTR-TR 21 (CME 88-A) (12-20-2018).dwg

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EXHIBIT H

Return to:
Natural Resources Division
Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court
Miami, FL 33136-3912

Instrument prepared by:
Carlos A. Calvache,
Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court
Miami, FL 33136-3912
Folio No. N/A
NW 170 Street Interchange Project
Parcel 27

EASEMENT FOR CANAL MAINTENANCE

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

THIS INDENTURE, Made this ___ day of ___, A.D. 201_, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive agency of the of the State of Florida, whose address is Turnpike Headquarters, P.O. Box 613069, Milepost 263, Florida's Turnpike, Building 5315, Ocoee, Florida 34761, party of the first part, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and its successors in interest, whose Post Office Address is 111 NW 1st Street, Miami, Florida 33128-1970, party of the second part,

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS that whereas the said party of the first part is the owner of the hereinafter described real property in Miami-Dade County, Florida and

WHEREAS, the parties hereto desire that the drainage canal which lies adjacent to said real property be maintained and kept free and clear of all obstruction, debris, silt, hyacinths, and other vegetable matter, and the party of the first part, to accomplish said purpose, is willing to convey to the party of the second part an easement hereinafter described to be used by the party of the second part for the construction, cleaning and maintenance of said canal.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant, bargain and sell to the party of the second part, and its successors in interest, an easement over, along and across the following described real property lying and being in Miami-Dade County, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART THEREOF

together with the right to remove all trees, growth and shrubbery therefrom and to temporarily deposit such spoil, silt, hyacinths, and other vegetable matter which the party of the second part shall remove from the canal from time to time in the construction, cleaning and maintenance of said canal, and together also with the right to the party of the second part to use said strip of land in such manner as may be necessary in the operation of the equipment used by the party of the second part in the construction and cleaning of said canal.

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for the purpose of canal maintenance and all public uses and for all public purposes incidental thereto.

All of the provisions hereof shall inure to the benefit of the heirs, executors administrators, grantees, assigns and the successors in interest of the respective parties.

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IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its Seal to be hereunto affixed, by its signed for and on its behalf, the day and year first above written.

Signed, Sealed and Delivered
in our presence: (2 witnesses
for each signature or for all)

WITNESSES:

PARTY OF THE FIRST PART:
STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION

Witness

By: (Sign)

Witness Printed Name

Printed Name

Witness

Position

Witness Printed Name

State Seal

STATE OF _____)
) SS
COUNTY OF _____)

I HEREBY CERTIFY, that on this _____ day of _____, A.D. 201__, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, personally known to me, or proven, by producing the following forms of identification: _____ to be _____ of the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Notary Signature

Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

The foregoing was accepted and approved on the _____ day of _____, A.D. 201__, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Audrey M. Edmonson, Chairwoman of the Board of County Commissioners

ATTEST: HARVEY RUVIN,
Clerk of said Board

Approved as to form
and legal sufficiency

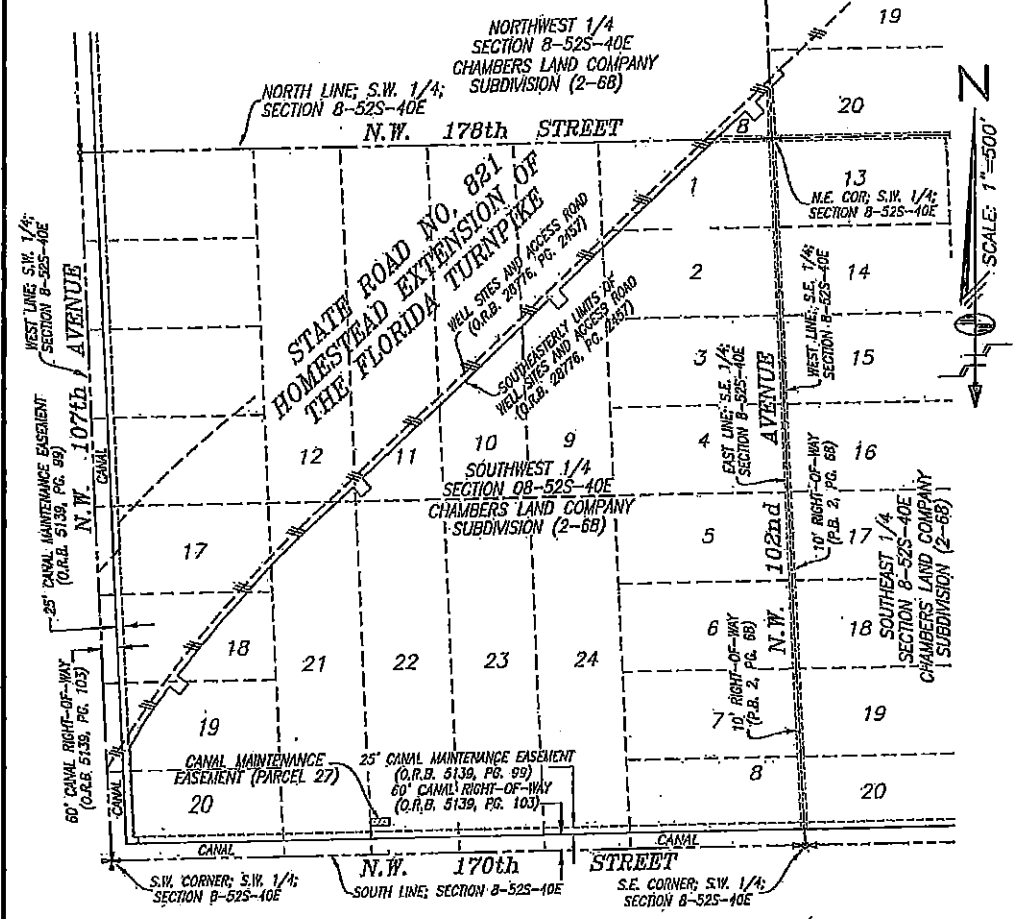
By: _____
Deputy Clerk

Assistant County Attorney

EXHIBIT A

8-52-40

SKETCH TO ACCOMPANY LEGAL DESCRIPTION CANAL MAINTENANCE EASEMENT (PARCEL 27) A PORTION OF TRACT 22, SOUTHWEST 1/4 SECTION 8-52S-40E



LEGEND:

- P.B. - DENOTES PLAT BOOK
- O.R.B. - DENOTES OFFICIAL RECORDS BOOK
- PG. - DENOTES PAGE
- P.O.C. - DENOTES POINT OF COMMENCEMENT
- P.O.B. - DENOTES POINT OF BEGINNING
- ROW - DENOTES RIGHT-OF-WAY

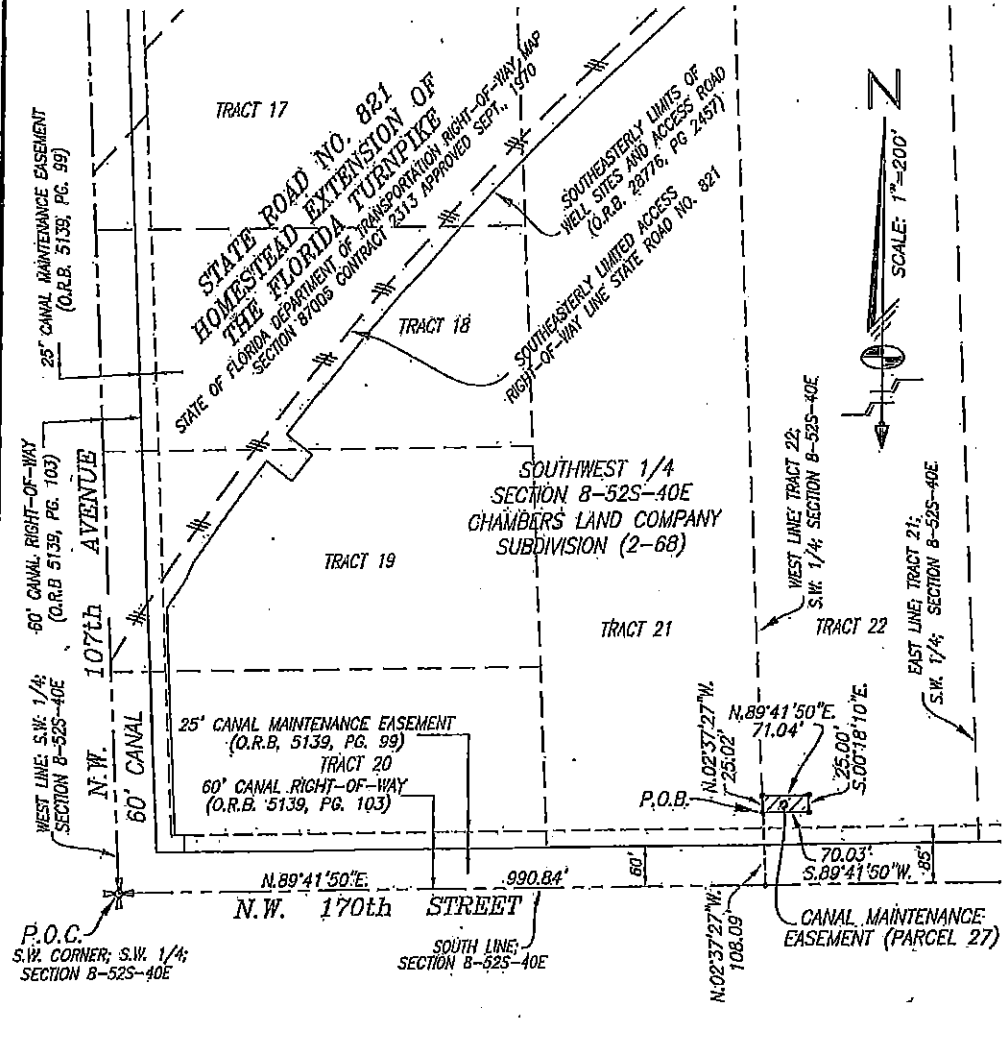
LOCATION SKETCH

SHEET 1 OF 3 SHEETS


	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288	REVISIONS PARCEL IDENTIFICATION 01/07/19-#209334
	ORDER NO. 209334 DATE: DEC. 18, 2018 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	PREPARED UNDER MY SUPERVISION: RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 8-SW QTR-TR 22 (CMC 27) (12-20-2018).dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
CANAL MAINTENANCE EASEMENT (PARCEL 27)
A PORTION OF TRACT 22, SOUTHWEST 1/4 SECTION 8-52S-40E



SHEET 2 OF 3 SHEETS

	SCHWEBKE-SHISKIN & ASSOCIATES, INC. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954) 435-7010 FAX No. (954) 438-3288 ORDER NO. 209334 PREPARED UNDER MY SUPERVISION: DATE: DEC. 18, 2018 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. 18-87		REVISIONS PARCEL IDENTIFICATION 01/07/18-#209334
	RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767		

K:\095210\170 STREET ROW\SKETCH AND LEGALS\SEC 8-SV OIR-TR 22 (CME 27) (12-20-2018).dwg

89

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
CANAL MAINTENANCE EASEMENT (PARCEL 27)
A PORTION OF TRACT 22, SOUTHWEST 1/4 SECTION 8-52S-40E

LEGAL DESCRIPTION OF CANAL MAINTENANCE EASEMENT:

A PORTION OF TRACT 22, LYING IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "CHAMBERS LAND COMPANY SUBDIVISION", AS RECORDED IN PLAT BOOK 2 AT PAGE 68 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE NORTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, ALONG THE SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 990.84 FEET; SAID LAST DESCRIBED COURSE ALSO BEING ALONG THE SOUTH LINE OF THAT CERTAIN 60 FOOT WIDE CANAL RIGHT-OF-WAY, AS SHOWN AND RECORDED IN OFFICIAL RECORDS BOOK 5139 AT PAGE 103 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 02 DEGREES 37 MINUTES 27 SECONDS WEST, ALONG THE WEST LINE OF TRACT 22 OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 108.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 02 DEGREES 37 MINUTES 27 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE, FOR 25.02 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 50 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH AND 133.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 71.04 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 10 SECONDS EAST, AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 25.00 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 50 SECONDS WEST, ALONG A LINE THAT IS PARALLEL WITH AND 108.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE SAID SOUTHWEST 1/4 OF SAID SECTION 8, FOR 70.03 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN THE SOUTHWEST 1/4 OF SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 1,763 SQUARE FEET, MORE OR LESS (0.040 ACRES, MORE OR LESS).

GENERAL NOTES:

- 1) ORDERED BY: INTERNATIONAL ATLANTIC LLC
- 2) THE LEGAL DESCRIPTION AS SHOWN HEREON WAS PREPARED BY THIS FIRM.
- 3) THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- 4) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) BEING A PORTION OF MIAMI-DADE COUNTY, FLORIDA, TAX FOLIO No. 30-2008-001-0700

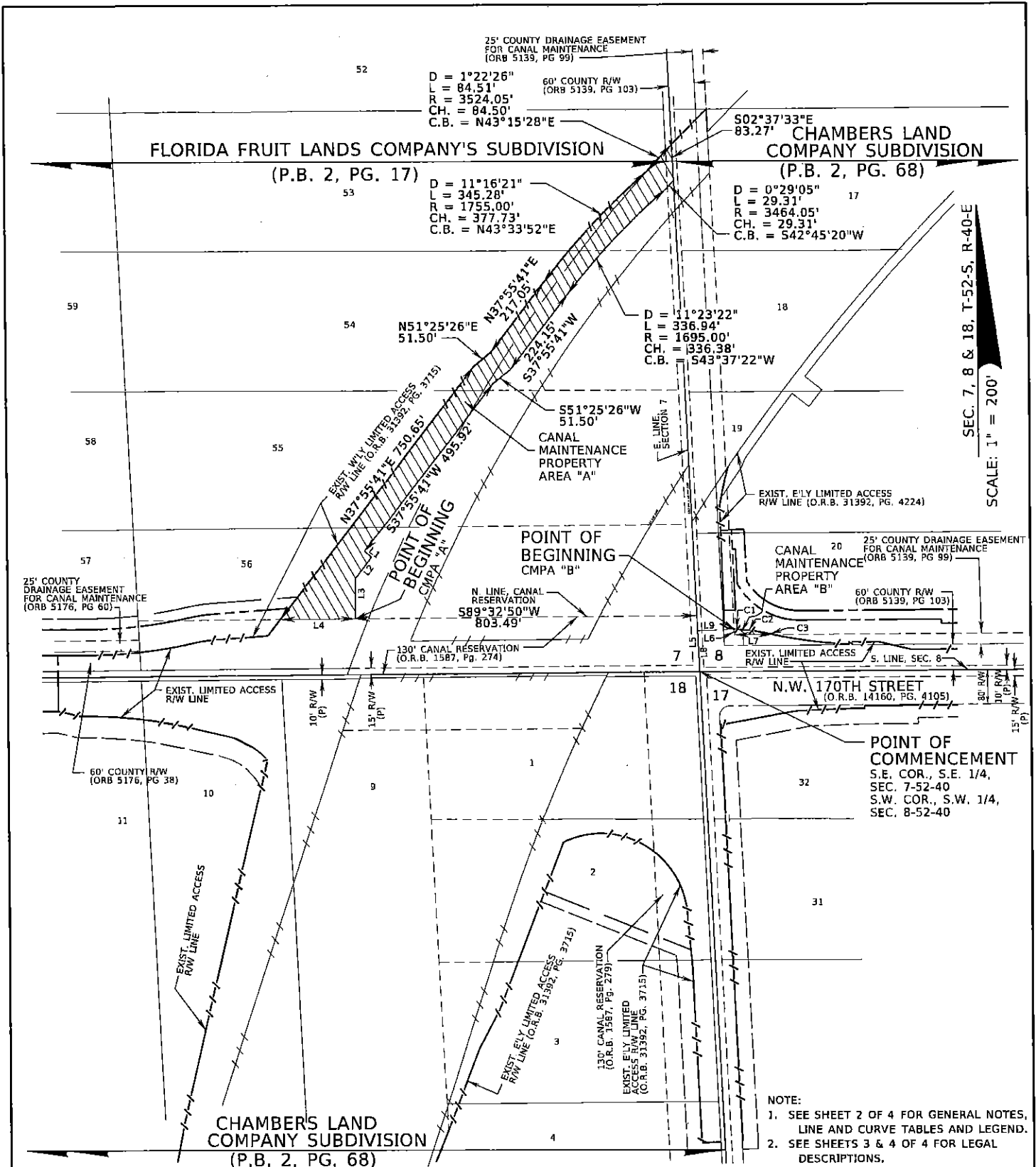
SHEET 3 OF 3 SHEETS

	SCHWEBKE--SHISKIN & ASSOCIATES, INC. LAND SURVEYORS--ENGINEERS--LAND PLANNERS - 3240 CORPORATE WAY--MIRAMAR, FL 33025 PHONE No.(954)435-7010 FAX No. (954)438-3288 ORDER NO. <u>209334</u> PREPARED UNDER MY SUPERVISION: DATE: <u>DEC. 18, 2018</u> THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	REVISIONS PARCEL IDENTIFICATION <u>01/07/19-#209334</u>
	RONALD A. FRITZ, ASSISTANT VICE PRESIDENT FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767	

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 8-SW QTR-TR 21 (CME 27) (12-20-2018).dwg

90

EXHIBIT "I"



FLORIDA DEPARTMENT OF TRANSPORTATION
 SKETCH OF DESCRIPTION - NOT A SURVEY

STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY

RENAME AS CMPA	A.S.	7/02/2019	BY	DATE	APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR	DATE: MAY 21, 2019
RENAME AS CMA	A.S.	7/01/2019	DRAWN	ASCHAEFER	5/17/19	
REV. FLOW RIGHTS	A.S.	6/17/2019	CHECKED	LKNUTSEN	5/20/19	F.P. NO. 435542-1
REVISION	BY	DATE				S.P.N. N/A
						SHEET 1 OF 4

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GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ALTA/ACSM LAND TITLE SURVEYS AND PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC., AND FILED OF RECORD AT THE FLORIDA TURNPIKE ENTERPRISE.
2. ALL RECORDED PLATS, OFFICIAL RECORDS BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
3. ATTENTION IS DIRECTED TO THE FACT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM EXISTING R/W RECORDS UNLESS OTHERWISE NOTED.
5. THE EFFECTS OF ROUNDING MUST BE CONSIDERED WHEN USING THIS SKETCH. ALL BEARINGS AND ANGLES HAVE BEEN ROUNDED TO THE NEAREST SECOND WITH DISTANCES BEING ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT.

CURVE TABLE					
NO.	DELTA	ARC	RADIUS	CHORD	CH. BEARING
C1	05°16'25"	17.12'	186.00'	17.11'	S83°58'10"E
C2	09°02'27"	60.75'	385.00'	60.69'	S82°05'09"E
C3	00°40'58"	13.35'	1119.92'	13.35'	S77°54'25"E

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S52°04'19"E	21.85'
L2	S37°42'59"W	61.76'
L3	S00°53'57"W	94.77'
L4	S89°32'50"W	177.51'
L5	N02°37'33"W	83.68'
L6	N02°37'33"W	13.44'
L7	S89°41'50"W	89.56'
L8	N02°37'33"W	95.06'
L9	N87°22'27"E	85.00'

LEGEND

- ALTA/ACSM = AMERICAN LAND TITLE ASSOCIATION/AMERICAN CONGRESS ON SURVEYING AND MAPPING
- COR. = CORNER
- (C) = BEARING/DISTANCE CALCULATED
- (D) = BEARING/DISTANCE REFERENCED FROM OFFICIAL RECORD DOCUMENTS
- ESMT. = EASEMENT
- EXIST. = EXISTING
- F.P. = FINANCIAL PROJECT
- F.P.C. = FLORIDA POWER CORPORATION
- LB. = LICENSED BUSINESS
- L.A. R/W = LIMITED ACCESS RIGHT OF WAY
- NO. = NUMBER
- N/A = NOT APPLICABLE
- N.T.S. = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- P.B. = PLAT BOOK
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- R = RANGE
- SEC. = SECTION
- SUB. = SUBDIVISION
- T = TOWNSHIP

- NOTE:**
1. SEE SHEET 1 OF 4 FOR SKETCH.
 2. SEE SHEETS 3 & 4 OF 4 FOR LEGAL DESCRIPTIONS.

				FLORIDA DEPARTMENT OF TRANSPORTATION	
				SKETCH OF DESCRIPTION - NOT A SURVEY	
				STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY	
				APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR	DATE: MAY 21, 2019
REV. FLOW RIGHTS	A.S.	6/17/2019	DRAWN	ASCHAEFER	5/17/19
REVISION	BY	DATE	CHECKED	LKNUTSEN	5/20/19
			F.P. NO. 435542-1		S.P.N. N/A
					SHEET 2 OF 4

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Exhibit "I"

PARCEL NO.: N/A
F.P.I.D. NO.: 435542
STATE ROAD NO.: 821
HOMESTEAD EXTENSION
COUNTY: MIAMI-DADE

CANAL MAINTENANCE PROPERTY AREA "A"

A portion of Tracts 53 through 56, Florida Fruit Lands Company's Subdivision, as recorded in Plat Book 2, Page 17 of the Public Records of Miami-Dade County, Florida, lying in the Southeast 1/4 of Section 7, Township 52 South, Range 40 East, of said County, and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 7; thence North $02^{\circ}37'33''$ West, along the East line of Section 7, a distance of 83.68 feet to the North line of a 130 foot canal reservation as recorded in Official Records Book 1587, Page 274 of said Public Records; thence departing said East line of Section 7, run South $89^{\circ}32'50''$ West, along said North line of a canal reservation, being 130 feet North of and parallel with the South line of said Section 7, a distance of 803.49 feet to the **POINT OF BEGINNING**; thence continue South $89^{\circ}32'50''$ West, along said North line of a canal reservation, a distance of 177.51 feet to the existing Westerly Limited Access right of way line of State Road 821 – Homestead Extension – Florida's Turnpike, as per Official Records Book 31392, Page 3715 of said Public Records; thence North $37^{\circ}55'41''$ East, along said existing Westerly Limited Access right of way line, a distance of 750.65 feet; thence North $51^{\circ}25'26''$ East, along said existing Westerly Limited Access right of way line, a distance of 51.50 feet; thence North $37^{\circ}55'41''$ East, along said existing Westerly Limited Access right of way line, a distance of 217.05 feet to a point on a curve to the right, concave Southeasterly, having a radius of 1,755.00 feet, a chord bearing of North $43^{\circ}33'52''$ East and a chord distance of 377.73 feet; thence run Northeasterly along said existing Westerly Limited Access right of way line, and the arc of said curve, through a central angle of $11^{\circ}16'21''$ for a distance of 345.28 feet to a point on said curve, being a point on a curve to the right, concave Southeasterly, having a radius of 3,524.05 feet, a chord bearing of North $43^{\circ}15'28''$ East and a chord distance of 84.50 feet; thence run Northeasterly along said existing Westerly Limited Access right of way line, and the arc of said curve, through a central angle of $01^{\circ}22'26''$ for a distance of 84.51 feet to the East line of said Section 7, and a point on said curve; thence South $02^{\circ}37'33''$ East, along said East line of Section 7, a distance 83.27 feet to a point on a curve to the left, concave Southeasterly, having a radius of 3,464.05 feet, a chord bearing of South $42^{\circ}45'20''$ West and a chord distance of 29.31 feet; thence run Southwesterly along the arc of said curve, through a central angle of $0^{\circ}29'05''$ for a distance of 29.31 feet to a point on said curve, being a point on a curve to the left, concave Southeasterly, having a radius of 1,695.00 feet, a chord bearing of South $43^{\circ}37'22''$ West and a chord distance of 336.38 feet; thence run Southwesterly along the arc of said curve, through a central angle of $11^{\circ}23'22''$ for a distance of 336.94 feet to a point on said curve; thence South $37^{\circ}55'41''$ West, a distance of 224.15 feet; thence South $51^{\circ}25'26''$ West, a distance of 51.50 feet; thence South $37^{\circ}55'41''$ West, a distance of 495.92 feet; thence South $52^{\circ}04'19''$ East, a distance of 21.85 feet; thence South $37^{\circ}42'59''$ West, a distance of 61.76 feet; thence South $00^{\circ}53'57''$ West, a distance of 94.77 feet to the **POINT OF BEGINNING**.

Containing 2.095 acres, more or less.

Sheet 3 of 4

AND:

CANAL MAINTENANCE PROPERTY AREA "B"

A portion of Tract 20, Chambers Land Company Subdivision, lying in the Southwest 1/4 of Section 8, Township 52 South, Range 40 East, Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 8; thence North $02^{\circ}37'33''$ West, along the West line of said Section 8, a distance of 95.06 feet; thence departing said West line of Section 8, run North $87^{\circ}22'27''$ East, a distance of 85.00 feet to the existing Easterly Limited Access right of way line of State Road 821 – Homestead Extension – Florida’s Turnpike, as per Official Records Book 31392, Page 4224 of said Public Records, and the **POINT OF BEGINNING**, being a point on a curve, concave Northeasterly, having a radius of 186.00 feet, a chord bearing of South $83^{\circ}58'10''$ East and a chord distance of 17.11 feet; thence run Southeasterly along said existing Easterly Limited Access right of way line, and the arc of said curve, through a central angle of $05^{\circ}16'25''$ for a distance of 17.12 feet to the point of reverse curvature of a curve, concave Southwesterly, having a radius of 385.00 feet, a chord bearing of South $82^{\circ}05'09''$ East and a chord distance of 60.69 feet; thence run Southeasterly along said existing Easterly Limited Access right of way line, and the arc of said curve, through a central angle of $09^{\circ}02'27''$ for a distance of 60.75 feet to the point of reverse curvature of a curve, concave Northeasterly, having a radius of 1,119.92 feet, a chord bearing of South $77^{\circ}54'25''$ East and a chord distance of 13.35 feet; thence run Southeasterly along said existing Easterly Limited Access right of way line, and the arc of said curve, through a central angle of $00^{\circ}40'58''$ for a distance of 13.35 feet to a point lying 85 feet North of when measured at right angles to the South line of said Section 8, being on the North line of a 25 foot county drainage easement, as recorded in Official Records Book 5139, Page 99 of said Public Records, and being a point on said curve; thence South $89^{\circ}41'50''$ West, along said North line of a 25 foot county drainage easement, a distance 89.56 feet to the **POINT OF BEGINNING**.

Containing 706 square feet, more or less.

Containing in the aggregate 2.111 acres, more or less

EXHIBIT J

Return to:
Right of Way Division, M-DC DTPW
111 N.W. 1st Street, Suite 1610
Miami, FL 33128-1970
Instrument prepared under the supervision
of James Hetz, Senior Counsel
Florida Department of Transportation
Milepost 263, Florida's Turnpike
(Building 5315, Turkey Lake Service Plaza)
P.O. box 613069
Ocoee, FL 34761

STATE ROAD NO.: 821
F.P.I.D. NO.: 435542-1
Parcel: 801
Managing District: Turnpike
County: Miami-Dade
NW 107 Ave and NW 170 St.
Section 8-52-40

GRANT OF EASEMENT

THIS EASEMENT, made this ____ day of _____, 2019, by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is: Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida 33128-1963, hereinafter **GRANTOR**, and the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an executive agency of the State of Florida, whose address is Turnpike Headquarters, P.O. Box 613069, Milepost 263, Florida's Turnpike, Building 5315, Ocoee, Florida 34761, hereinafter, **GRANTEE**,

WITNESSETH: That the **GRANTOR**, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt and sufficiency being hereby acknowledged, hereby grants unto the **GRANTEE**, its successor and assigns, an easement for the purpose of transportation improvements, including clearing for right of way, construction, maintenance and access in upon, over and through the following described lands in Miami-Dade County, Florida:

See Attachment "1"
Attached hereto and made a part hereof

(the "Property" or the "Easement Area")

This EASEMENT is subject to the following conditions:

GRANTOR's use shall be subordinate to GRANTEE's use, provided however that in the event in the event that the canal (the "Canal") on the County Canal Maintenance Property Area (as shown in **Attachment "2"**, attached hereto and made a part hereof) is terminated or modified, in whole or in part, if the flow of water is impeded in whole or in part, or if the canal section ceases to meet the criteria as per the Water Control Section D4 of the Public Works Manual (now or in the future) GRANTEE shall, at its sole cost and expense, remove, relocate, adjust, or rearrange GRANTEE's facilities and improvements, existing now or in the future, on the Property, in order to replace the function of the Canal. Nothing herein prevents the Grantor and Grantee from agreeing in writing to a mutually agreeable alternative replacement property in order to replace the function of the Canal.

GRANTEE during any construction shall cause its construction contractor(s) to maintain comprehensive general liability insurance providing for a limit amount of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of property during the period the policy is carried. GRANTOR shall be named as an Additional Insured in such policies and GRANTEE will provide a current copy of such insurance certificate to GRANTOR.

GRANTEE shall be responsible for all maintenance of the transportation improvements and any construction within the Easement Area, including all repairs or damage to the Property as a result of the use of the Easement. GRANTEE shall be responsible to maintain any improvements constructed in the Easement in a clean and safe condition, free of dirt, rubbish, graffiti, debris, and loose surface finishes. GRANTOR shall not be responsible for any cost or claim resulting from the use of the Easement.

Subject to the provisions of Section 768.28, Florida Statutes, GRANTEE will indemnify and hold GRANTOR harmless from any and all

damages, liability, claims, demand, actions and suits of any nature associated with, arising out of, relating to, or resulting from the rights granted herein, and/or use of the Easement or the improvements thereon by GRANTEE or the public. GRANTOR assumes no responsibility for the personal safety of any persons, equipment, or personal property brought into or installed upon the Easement Area.

GRANTOR retains all rights not specifically conveyed herein. No use or improvements, other than those set forth herein, will be permitted without the express written consent of GRANTOR.

This Easement may not be assigned, transferred, or conveyed, in whole or in part, by GRANTEE without the prior written consent of GRANTOR which may be withheld in its sole and absolute discretion.

This Easement shall be governed by and constructed under the laws of the State of Florida. Venue for any action arising out of this Easement shall be Miami-Dade County, Florida.

It is expressly understood that, notwithstanding any provision of this Easement, (a) GRANTOR retains all of its sovereign prerogatives and rights as a county under Florida law and shall not be estopped from withholding or refusing to issue approvals of any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements referenced herein, and (b) GRANTOR is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature.

This grant of Easement conveys only the interest of the County and its Board of County Commissioners in the Property and shall not be deemed to warrant the title or to represent any state of facts concerning same.

IN WITNESS WHEREOF, the said **Grantor**, has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairperson or Vice Chairperson, and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid.

ATTEST:
HARVEY RUVIN,

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

CLERK OF THE BOARD

By: _____
Deputy Clerk

By: _____
Chairwoman Audrey M. Edmonson

Approved as to form and legal
Sufficiency.

Assistant County Attorney

The foregoing was authorized and approved by Resolution No. _____
of the Board of County Commissioners of Miami-Dade County, Florida, on
the ____ day of _____, 2019.

STATE OF _____)
)
COUNTY OF _____)

ATTEST:

GRANTEE:
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Title: _____

Date executed: _____

Approved as to Legal Sufficiency

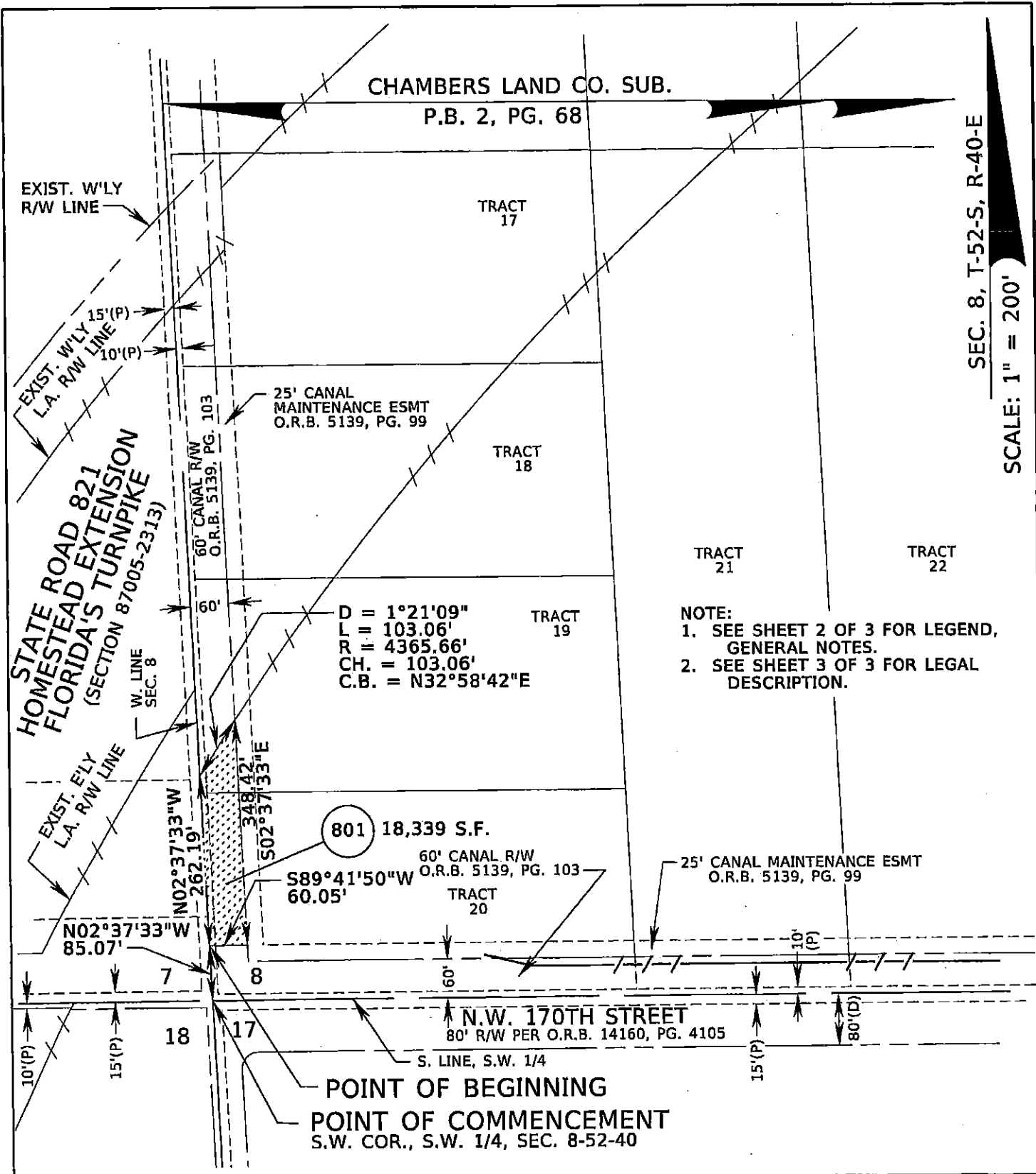
By: _____
Assistant General Counsel

CHAMBERS LAND CO. SUB.

P.B. 2, PG. 68

SEC. 8, T-52-S, R-40-E

SCALE: 1" = 200'



FLORIDA DEPARTMENT OF TRANSPORTATION
 SKETCH OF DESCRIPTION - NOT A SURVEY

STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY

REVISION	BY	DATE	BY	DATE	APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR	DATE: JUNE 20, 2019
	AS.	7/01/19	ASCHAEFER	6/19/19	F.P. NO. 435542-1	S.P.N. N/A
			LKNUTSEN	6/19/19		

SHEET 1 OF 3

99

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ALTA/ACSM LAND TITLE SURVEYS AND PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC., AND FILED OF RECORD AT THE FLORIDA TURNPIKE ENTERPRISE.
2. ALL RECORDED PLATS, OFFICIAL RECORDS BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
3. ATTENTION IS DIRECTED TO THE FACT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM EXISTING R/W RECORDS UNLESS OTHERWISE NOTED.
5. THE EFFECTS OF ROUNDING MUST BE CONSIDERED WHEN USING THIS SKETCH. ALL BEARINGS AND ANGLES HAVE BEEN ROUNDED TO THE NEAREST SECOND WITH DISTANCES BEING ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT.

LEGEND

- ALTA/ACSM = AMERICAN LAND TITLE ASSOCIATION/AMERICAN CONGRESS ON SURVEYING AND MAPPING
- COR. = CORNER
- (C) = BEARING/DISTANCE CALCULATED
- (D) = BEARING/DISTANCE REFERENCED FROM OFFICIAL RECORD DOCUMENTS
- F.P. = FINANCIAL PROJECT
- F.P.C. = FLORIDA POWER CORPORATION
- LB. = LICENSED BUSINESS
- NO. = NUMBER
- N/A = NOT APPLICABLE
- N.T.S. = NOT TO SCALE
- P.K.D. = PARKER KAYLON NAIL WITH DISK
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- R = RANGE
- SEC. = SECTION
- T = TOWNSHIP

NOTE:

1. SEE SHEET 1 OF 3 FOR SKETCH.
2. SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION.

		FLORIDA DEPARTMENT OF TRANSPORTATION	
		SKETCH OF DESCRIPTION - NOT A SURVEY	
		STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY	
		BY	DATE
		DRAWN	ASCHAEFER 6/19/19
		CHECKED	LKNUTSEN 6/19/19
		APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR DATE: JUNE 20, 2019	
		F.P. NO. 435542-1	S.P.N. N/A
REVISION	BY	DATE	SHEET 2 OF 3

Attachment "1"

PARCEL NO.: 102
F.P.I.D. NO.: 435542
STATE ROAD NO.: 821
HOMESTEAD EXTENSION
COUNTY: MIAMI-DADE

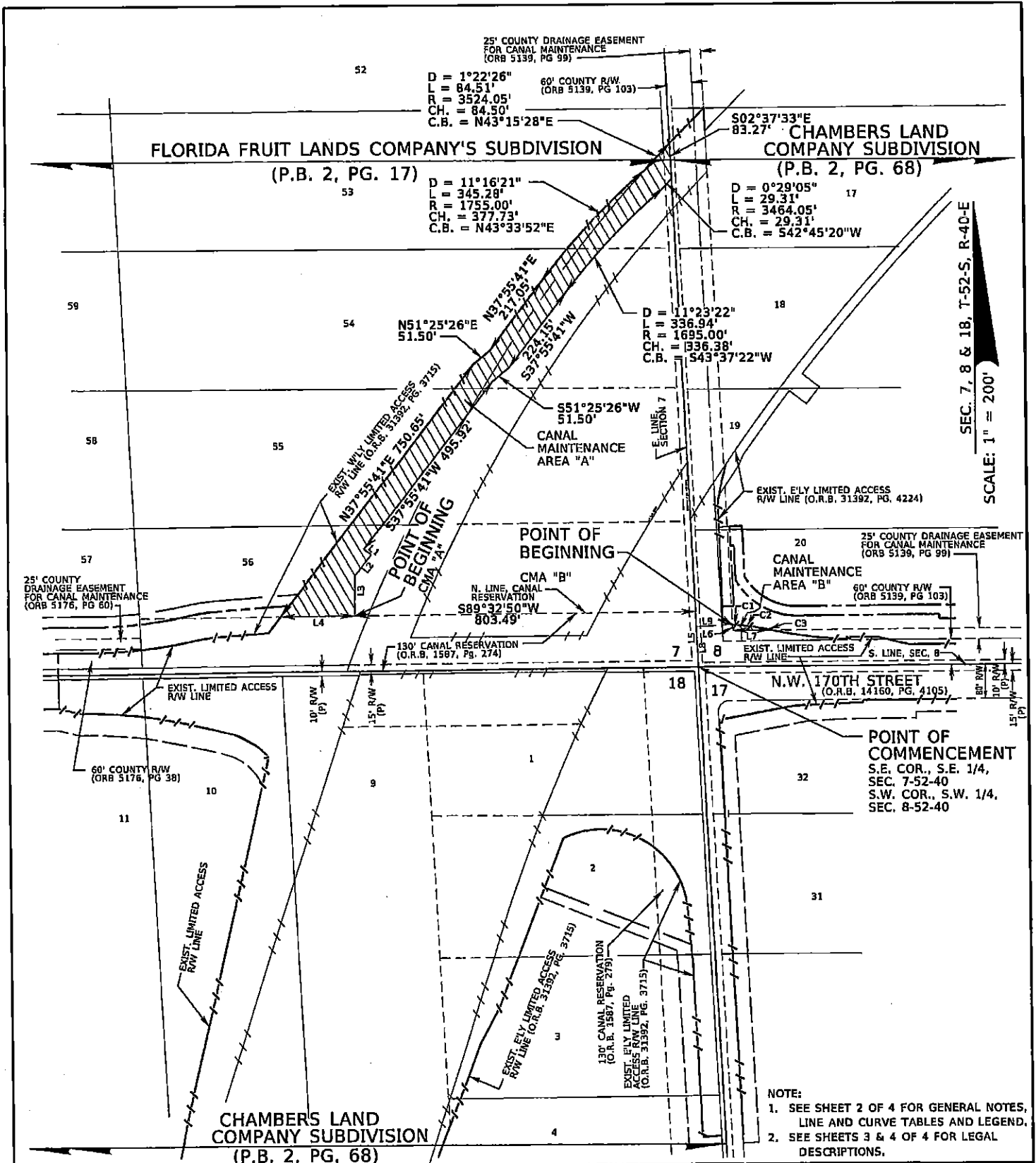
EASEMENT

A portion of Tracts 19 through 22, Chambers Land Company Subdivision, as recorded in Plat Book 2, Page 68 of the Public Records of Miami-Dade County, Florida, being a portion of a 60 foot canal right of way, as recorded in Official Records Book 5139, Page 103 of said Public Records, and lying in the Southwest 1/4 of Section 8, Township 52 South, Range 40 East, of said County, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 8; thence North 02° 37' 33" West, along the West line of said Section 8, a distance of 85.07 feet to the **POINT OF BEGINNING**; thence continue North 02° 37' 33" West, along said West line of Section 8, a distance of 262.19 feet to the existing Easterly Limited Access right of way line of State Road 821 – Homestead Extension – Florida's Turnpike, as shown on Right of Way Maps Section 87005 Contract 2313 sheet 2; being a point on a curve to the right, concave Southeasterly, having a radius of 4,365.66 feet, a chord bearing of North 32° 58' 42" East and a chord distance of 103.06 feet; thence run Northeasterly along said existing Easterly Limited Access right of way line of State Road 821 – Homestead Extension – Florida's Turnpike, and the arc of said curve, through a central angle of 01° 21' 09" for a distance of 103.06 feet to a point that lies 60 feet East of when measured at right angles to said West line of Section 8, being also the East line of said 60 foot canal right of way; thence departing said Limited Access right of way line, run South 02°37'33" East, along said East line of a 60 foot canal right of way, a distance of 348.42 feet to a point that lies 85 feet North of when measured at right angles to the South line of said Section 8; thence South 89°41'50" West, parallel with and 85 feet North of said South line of Section 8, a distance of 60.05 feet to the **POINT OF BEGINNING**;

Containing 18,339 square feet, more or less.

ATTACHMENT "2"



FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH OF DESCRIPTION - NOT A SURVEY

STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY

RENAME AS CMA	A.S.	7/01/2019		BY	DATE	APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR	DATE: MAY 21, 2019
REV. FLOW RIGHTS	A.S.	6/17/2019		DRAWN	ASCHAEFER 5/17/19	F.P. NO. 435542-1	S.P.N. N/A
REVISION	BY	DATE	CHECKED	LKNUTSEN	5/20/19		

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GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ALTA/ACSM LAND TITLE SURVEYS AND PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC., AND FILED OF RECORD AT THE FLORIDA TURNPIKE ENTERPRISE.
2. ALL RECORDED PLATS, OFFICIAL RECORDS BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
3. ATTENTION IS DIRECTED TO THE FACT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM EXISTING R/W RECORDS UNLESS OTHERWISE NOTED.
5. THE EFFECTS OF ROUNDING MUST BE CONSIDERED WHEN USING THIS SKETCH. ALL BEARINGS AND ANGLES HAVE BEEN ROUNDED TO THE NEAREST SECOND WITH DISTANCES BEING ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT.

CURVE TABLE					
NO.	DELTA	ARC	RADIUS	CHORD	CH. BEARING
C1	05°16'25"	17.12'	186.00'	17.11'	S83°58'10"E
C2	09°02'27"	60.75'	385.00'	60.69'	S82°05'09"E
C3	00°40'58"	13.35'	1119.92'	13.35'	S77°54'25"E

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S52°04'19"E	21.85'
L2	S37°42'59"W	61.76'
L3	S00°53'57"W	94.77'
L4	S89°32'50"W	177.51'
L5	N02°37'33"W	83.68'
L6	N02°37'33"W	13.44'
L7	S89°41'50"W	89.56'
L8	N02°37'33"W	95.06'
L9	N87°22'27"E	85.00'

LEGEND

- ALTA/ACSM = AMERICAN LAND TITLE ASSOCIATION/AMERICAN CONGRESS ON SURVEYING AND MAPPING
- COR. = CORNER
- (C) = BEARING/DISTANCE CALCULATED
- (D) = BEARING/DISTANCE REFERENCED FROM OFFICIAL RECORD DOCUMENTS
- ESMT. = EASEMENT
- EXIST. = EXISTING
- F.P. = FINANCIAL PROJECT
- F.P.C. = FLORIDA POWER CORPORATION
- LB. = LICENSED BUSINESS
- L.A. R/W = LIMITED ACCESS RIGHT OF WAY
- NO. = NUMBER
- N/A = NOT APPLICABLE
- N.T.S. = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- P.B. = PLAT BOOK
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- R = RANGE
- SEC. = SECTION
- SUB. = SUBDIVISION
- T = TOWNSHIP

- NOTE:**
1. SEE SHEET 1 OF 4 FOR SKETCH.
 2. SEE SHEETS 3 & 4 OF 4 FOR LEGAL DESCRIPTIONS.

				FLORIDA DEPARTMENT OF TRANSPORTATION			
				SKETCH OF DESCRIPTION - NOT A SURVEY			
				STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY			
				BY	DATE	APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR	DATE: MAY 21, 2019
REV. FLOW RIGHTS	A.S.	6/17/2019	DRAWN	ASCHAEFER	5/17/19	F.P. NO. 435542-1	S.P.N. N/A
REVISION	BY	DATE	CHECKED	LKNUTSEN	5/20/19	SHEET 2 OF 4	

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Attachment "2"

PARCEL NO.: N/A
F.P.I.D. NO.: 435542
STATE ROAD NO.: 821
HOMESTEAD EXTENSION
COUNTY: MIAMI-DADE

COUNTY CANAL MAINTENANCE PROPERTY AREA "A"

A portion of Tracts 53 through 56, Florida Fruit Lands Company's Subdivision, as recorded in Plat Book 2, Page 17 of the Public Records of Miami-Dade County, Florida, lying in the Southeast 1/4 of Section 7, Township 52 South, Range 40 East, of said County, and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 7; thence North 02°37'33" West, along the East line of Section 7, a distance of 83.68 feet to the North line of a 130 foot canal reservation as recorded in Official Records Book 1587, Page 274 of said Public Records; thence departing said East line of Section 7, run South 89° 32' 50" West, along said North line of a canal reservation, being 130 feet North of and parallel with the South line of said Section 7, a distance of 803.49 feet to the **POINT OF BEGINNING**; thence continue South 89° 32' 50" West, along said North line of a canal reservation, a distance of 177.51 feet to the existing Westerly Limited Access right of way line of State Road 821 – Homestead Extension – Florida's Turnpike, as per Official Records Book 31392, Page 3715 of said Public Records; thence North 37°55'41" East, along said existing Westerly Limited Access right of way line, a distance of 750.65 feet; thence North 51°25'26" East, along said existing Westerly Limited Access right of way line, a distance of 51.50 feet; thence North 37°55'41" East, along said existing Westerly Limited Access right of way line, a distance of 217.05 feet to a point on a curve to the right, concave Southeasterly, having a radius of 1,755.00 feet, a chord bearing of North 43° 33' 52" East and a chord distance of 377.73 feet; thence run Northeasterly along said existing Westerly Limited Access right of way line, and the arc of said curve, through a central angle of 11° 16' 21" for a distance of 345.28 feet to a point on said curve, being a point on a curve to the right, concave Southeasterly, having a radius of 3,524.05 feet, a chord bearing of North 43° 15' 28" East and a chord distance of 84.50 feet; thence run Northeasterly along said existing Westerly Limited Access right of way line, and the arc of said curve, through a central angle of 01° 22' 26" for a distance of 84.51 feet to the East line of said Section 7, and a point on said curve; thence South 02°37'33" East, along said East line of Section 7, a distance 83.27 feet to a point on a curve to the left, concave Southeasterly, having a radius of 3,464.05 feet, a chord bearing of South 42° 45' 20" West and a chord distance of 29.31 feet; thence run Southwesterly along the arc of said curve, through a central angle of 0° 29' 05" for a distance of 29.31 feet to a point on said curve, being a point on a curve to the left, concave Southeasterly, having a radius of 1,695.00 feet, a chord bearing of South 43° 37' 22" West and a chord distance of 336.38 feet; thence run Southwesterly along the arc of said curve, through a central angle of 11° 23' 22" for a distance of 336.94 feet to a point on said curve; thence South 37°55'41" West, a distance of 224.15 feet; thence South 51°25'26" West, a distance of 51.50 feet; thence South

37°55'41" West, a distance of 495.92 feet; thence South 52°04'19" East, a distance of 21.85 feet; thence South 37°42'59" West, a distance of 61.76 feet; thence South 00°53'57" West, a distance of 94.77 feet to the POINT OF BEGINNING.

Containing 2.095 acres, more or less.

AND:

COUNTY CANAL MAINTENANCE PROPERTY AREA "B"

A portion of Tract 20, Chambers Land Company Subdivision, lying in the Southwest 1/4 of Section 8, Township 52 South, Range 40 East, Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 8; thence North 02°37'33" West, along the West line of said Section 8, a distance of 95.06 feet; thence departing said West line of Section 8, run North 87° 22' 27" East, a distance of 85.00 feet to the existing Easterly Limited Access right of way line of State Road 821 – Homestead Extension – Florida’s Turnpike, as per Official Records Book 31392, Page 4224 of said Public Records, and the **POINT OF BEGINNING**, being a point on a curve, concave Northeasterly, having a radius of 186.00 feet, a chord bearing of South 83° 58' 10" East and a chord distance of 17.11 feet; thence run Southeasterly along said existing Easterly Limited Access right of way line, and the arc of said curve, through a central angle of 05° 16' 25" for a distance of 17.12 feet to the point of reverse curvature of a curve, concave Southwesterly, having a radius of 385.00 feet, a chord bearing of South 82° 05' 09" East and a chord distance of 60.69 feet; thence run Southeasterly along said existing Easterly Limited Access right of way line, and the arc of said curve, through a central angle of 09° 02' 27" for a distance of 60.75 feet to the point of reverse curvature of a curve, concave Northeasterly, having a radius of 1,119.92 feet, a chord bearing of South 77° 54' 25" East and a chord distance of 13.35 feet; thence run Southeasterly along said existing Easterly Limited Access right of way line, and the arc of said curve, through a central angle of 00° 40' 58" for a distance of 13.35 feet to a point lying 85 feet North of when measured at right angles to the South line of said Section 8, being on the North line of a 25 foot county drainage easement, as recorded in Official Records Book 5139, Page 99 of said Public Records, and being a point on said curve; thence South 89°41'50" West, along said North line of a 25 foot county drainage easement, a distance 89.56 feet to the POINT OF BEGINNING.

Containing 706 square feet, more or less.

Containing in the aggregate 2.111 acres, more or less

EXHIBIT K

Return to:

Natural Resources Division
Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court
Miami, FL 33136-3912

Instrument prepared by:

Carlos A. Calvache,
Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court
Miami, FL 33136-3912
Folio No. N/A
NW 170 Street Interchange Project
Parcel 102-B

COUNTY DEED

THIS COUNTY DEED, Made this ____ day of _____, A.D. 2019, by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is: Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida 33128-1963, Grantor, and the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an executive agency of the State of Florida, whose address is Turnpike Headquarters, P.O. Box 61309, Milepost 263, Florida's Turnpike, Building 5315, Ocee, Florida 34761, Grantee,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors, and assigns forever, the following described land lying and being in Miami-Dade County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, including the transfer of all rights, responsibilities, and attendant liability, with respect to the subject property; and shall not be deemed to warrant the title or to represent any state of facts concerning the

same.

IN WITNESS WHEREOF, the said Grantor, has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairperson or Vice Chairperson, and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid.

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____

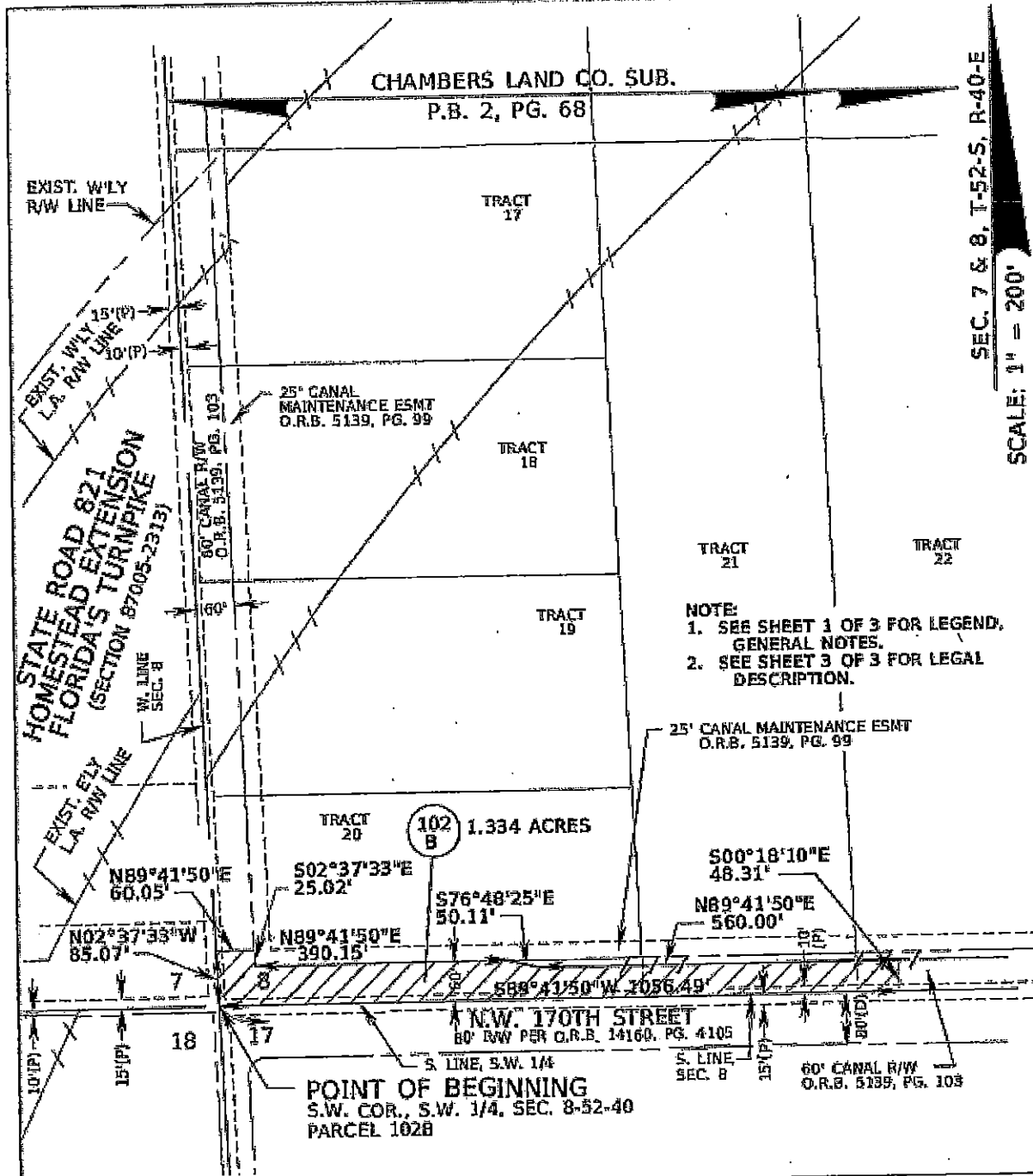
Deputy Clerk

By: _____

Audrey M. Edmonson, Chairwoman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2019

EXHIBIT "A"



SEC. 7 & 8, T-52-S, R-40-E
SCALE: 1" = 200'

NOTE:
1. SEE SHEET 1 OF 3 FOR LEGEND, GENERAL NOTES.
2. SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION.

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH OF DESCRIPTION - NOT A SURVEY

STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY		
REV TO PARCEL B ONLY	A.S.	5/07/19
REV TO PARCELS A&C ONLY	A.S.	4/30/19
ADD W/SH QUADERS	A.S.	3/19/19
REV. PARCEL 102B	A.S.	2/25/19
REV. PARCEL 102B	A.S.	2/13/19
rev:dkc	BY	DATE
DRAWN	A.S. CHAFFER	10/17/18
CHECKED	LINUTSEN	10/26/18
APPROVED BY:	GARY R. BODER, PSM, TURNPIKE SURVEYOR	DATE: OCTOBER 22, 2018
F.P. NO.	435542-1	S.P.N. N/A
		SHEET 1 OF 3

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GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ALTA/ACSM LAND TITLE SURVEYS AND PREPARED BY SCHWEBKE-SHUSKIN & ASSOCIATES, INC., AND FILED OF RECORD AT THE FLORIDA TURNPIKE ENTERPRISE.
2. ALL RECORDED PLATS, OFFICIAL RECORDS BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
3. ATTENTION IS DIRECTED TO THE FACT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM EXISTING R/W RECORDS UNLESS OTHERWISE NOTED.
5. THE EFFECTS OF ROUNDING MUST BE CONSIDERED WHEN USING THIS SKETCH. ALL BEARINGS AND ANGLES HAVE BEEN ROUNDED TO THE NEAREST SECOND WITH DISTANCES BEING ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT.

LEGEND

- ALTA/ACSM = AMERICAN LAND TITLE ASSOCIATION/AMERICAN CONGRESS ON SURVEYING AND MAPPING
- COR. = CORNER
- (C) = BEARING/DISTANCE CALCULATED
- (D) = BEARING/DISTANCE REFERENCED FROM OFFICIAL RECORD DOCUMENTS
- F.P. = FINANCIAL PROJECT
- F.P.C. = FLORIDA POWER CORPORATION
- LB. = LICENSED BUSINESS
- NO. = NUMBER
- N/A = NOT APPLICABLE
- N.T.S. = NOT TO SCALE
- P.K.D. = PARKER KAYLON NAIL WITH DISK
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- R = RANGE
- SEC. = SECTION
- T = TOWNSHIP

NOTE:

1. SEE SHEET 1 OF 3 FOR SKETCH.
2. SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION.

FLORIDA DEPARTMENT OF TRANSPORTATION									
SKETCH OF DESCRIPTION - NOT A SURVEY									
STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY									
REV TO PROJECT ONLY	DATE	BY	DATE	APPROVED BY: GARY B. ROCHE, PSM, TURNPIKE SURVEYOR	DATE: OCTOBER 22, 2018				
REV TO PROJECT ONLY	DATE	BY	DATE	F.P. NO. 435542-1	S.P.N. N/A	SHEET 2 OF 3			
DESIGN	DATE	BY	DATE	CHECKED: LUNDTSEN	DATE: 10/20/18				

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Exhibit "A"

PARCEL NO.: 102
FP.L.D. NO.: 435542
STATE ROAD NO.: 821
HOMESTEAD EXTENSION
COUNTY: MIAMI-DADE

LIMITED ACCESS RIGHT OF WAY
PART "B"

A portion of Tracts 20 through 22, Chambers Land Company Subdivision, as recorded in Plat Book 2, Page 68 of the Public Records of Miami-Dade County, Florida, being a portion of a 60 foot canal right of way, as recorded in Official Records Book 5139, Page 103 of said Public Records, and lying in the Southwest 1/4 of Section 8, Township 52 South, Range 40 East, of said County, being more particularly described as follows:

BEGIN at the Southwest corner of said Section 8; thence North 02° 37' 33" West, along the West line of said Section 8, a distance of 85.07 feet; thence departing said section line, run North 89° 41' 50" East, a distance of 60.05 feet to a point that lies 60 feet East of when measured at right angles to said West line of Section 8, being also the East line of said 60 foot canal right of way, thence South 02° 37' 33" East, along said East line of a 60 foot canal right of way, a distance of 25.02 feet to a point that lies 60 feet North of the South line of said Section 8, being on the North line of said 60 foot canal right of way, thence North 89° 41' 50" East, along said North line of a 60 foot canal right of way, a distance of 390.15 feet; thence departing said North line of a 60 foot canal right of way, run South 76° 48' 25" East, a distance of 50.11 feet; thence North 89° 41' 50" East, a distance of 560.00 feet; thence South 00° 18' 10" East, a distance of 48.31 feet to said South line of Section 8; thence South 89° 41' 50" West, along said South line of Section 8, a distance of 1,056.49 feet to the POINT OF BEGINNING;

Containing 1.334 acres, more or less.

Together with all rights of ingress, egress, light, air and view between grantors remaining property and any facility constructed on the above described property.

EXHIBIT L

Return to:

Natural Resources Division
Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court
Miami, FL 33136-3912

Instrument prepared by:

Carlos A. Calvache,
Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court
Miami, FL 33136-3912
Folio No. N/A
NW 170 Street Interchange Project
Parcel 102-A

COUNTY DEED

THIS COUNTY DEED, Made this ____ day of _____, A.D. 2019, by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is: Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida 33128-1963, Grantor, and the **STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**, an executive agency of the State of Florida, whose address is Turnpike Headquarters, P.O. Box 61309, Milepost 263, Florida's Turnpike, Building 5315, Ocee, Florida 34761, Grantee,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors, and assigns forever, the following described land lying and being in Miami-Dade County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, including the transfer of all rights, responsibilities, and attendant liability, with respect to the subject property; and shall not be deemed to warrant the title or to represent any state of facts concerning the

same.

IN WITNESS WHEREOF, the said Grantor, has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairperson or Vice Chairperson, and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid.

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____

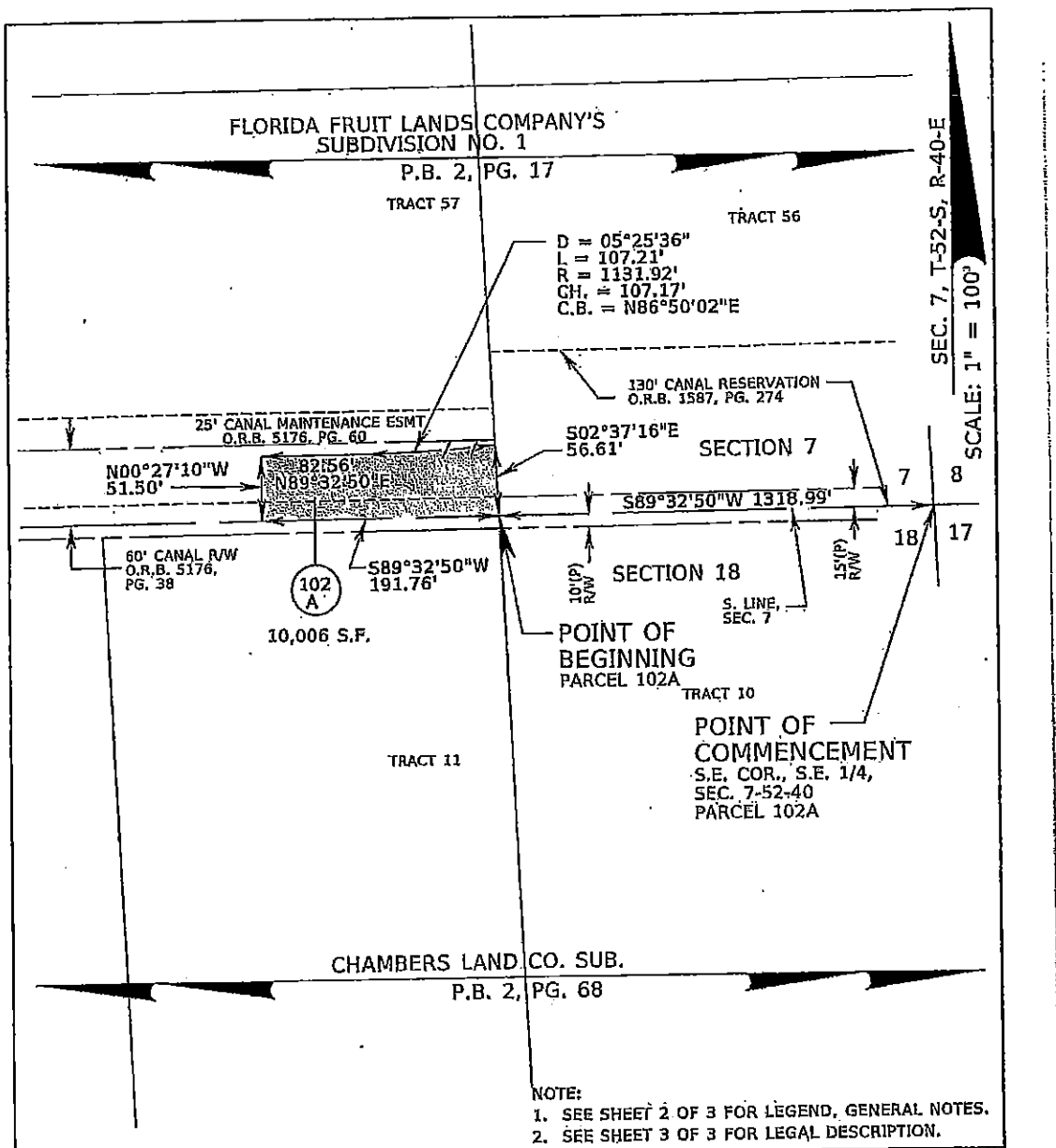
Deputy Clerk

By: _____

Audrey M. Edmonson, Chairwoman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2019

EXHIBIT A



SEC. 7, T-52-S, R-40-E
SCALE: 1" = 100'

FLORIDA DEPARTMENT OF TRANSPORTATION									
SKETCH OF DESCRIPTION - NOT A SURVEY									
STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY									
REV TO PARCEL A ONLY	A.S.	05/07/18	BY	DATE	APPROVED BY: GARY B. ROCHE, PSM, TURNPIKE SURVEYOR	DATE: OCTOBER 22, 2018			
REV TO PARCELS A-B ONLY	A.S.	04/30/18	DRAWN	ASCHAEFER	10/12/18				
REVISE PARCEL 102D	A.S.	01/10/19	CHECKED	LKNUTSEN	10/20/18	F.P. NO. 435542-I	S.P.N. N/A	SHEET 1 OF 3	
REVISE 102A & 102D	A.S.	12/18/18							
REVISION	BY	DATE							

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GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ALTA/ACSM LAND TITLE SURVEYS AND PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC., AND FILED OF RECORD AT THE FLORIDA TURNPIKE ENTERPRISE.
2. ALL RECORDED PLATS, OFFICIAL RECORDS BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
3. ATTENTION IS DIRECTED TO THE FACT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
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5. THE EFFECTS OF ROUNDING MUST BE CONSIDERED WHEN USING THIS SKETCH. ALL BEARINGS AND ANGLES HAVE BEEN ROUNDED TO THE NEAREST SECOND WITH DISTANCES BEING ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT.

LEGEND

- ALTA/ACSM = AMERICAN LAND TITLE ASSOCIATION/AMERICAN CONGRESS ON SURVEYING AND MAPPING
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- (D) = BEARING/DISTANCE REFERENCED FROM OFFICIAL RECORD DOCUMENTS
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- F.P.C. = FLORIDA POWER CORPORATION
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- P.K.D. = PARKER KAYLON NAIL WITH DISK
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- R = RANGE
- SEC. = SECTION
- T = TOWNSHIP

NOTE:

1. SEE SHEET 1 OF 3 FOR SKETCH.
2. SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION.

			FLORIDA DEPARTMENT OF TRANSPORTATION			
			SKETCH OF DESCRIPTION - NOT A SURVEY			
			STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY			
REV TO PARCEL A ONLY	AS.	DATE	BY	DATE	APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR	DATE: OCTOBER 22, 2018
REV TO PARCELS A-D ONLY	AS.	DATE	DRAWN	DATE	F.P. NO. 435542-1	S.P.N. N/A
REVISION	BY	DATE	CHECKED	DATE		SHEET 2 OF 3
			LKNUTSEN	10/20/18		

Exhibit "A"

PARCEL NO.: 102
F.P.I.D. NO.: 435542
STATE ROAD NO.: 821
HOMESTEAD EXTENSION
COUNTY: MIAMI-DADE

RIGHT OF WAY
PART "A"

A portion of Tract 57, Florida Fruit Lands Company's Subdivision No. 1, as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, being a portion of a 60 foot canal right of way, as recorded in Official Records Book 5176, Page 38 of said Public Records, lying in the Southeast 1/4 of Section 7, Township 52 South, Range 40 East, of said County, being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 7; thence South 89°32'50" West along the South line of said Section 7, a distance of 1,318.99 feet for a POINT OF BEGINNING, thence continue South 89°32'50" West along said South line of Section 7, a distance of 191.76 feet; thence departing said Section line, run North 00° 27' 10" West, 51.50 feet; thence North 89°32'50" East, a distance of 82.56 feet to the point of curvature of a curve to the left, concave Northwestery, having a radius of 1,131.92 feet, a chord bearing of North 86° 50' 02" East and a chord distance of 107.17 feet; thence run Northeaterly along the arc of said curve, through a central angle of 05° 25' 36" for a distance of 107.21 feet to the East line of said Tract 57, and a point on said curve; thence South 02°37'16" East, along said East line of Tract 57, a distance of 56.61 feet to the POINT OF BEGINNING;

Containing 10,006 square feet, more or less.

Sheet 3 of 3

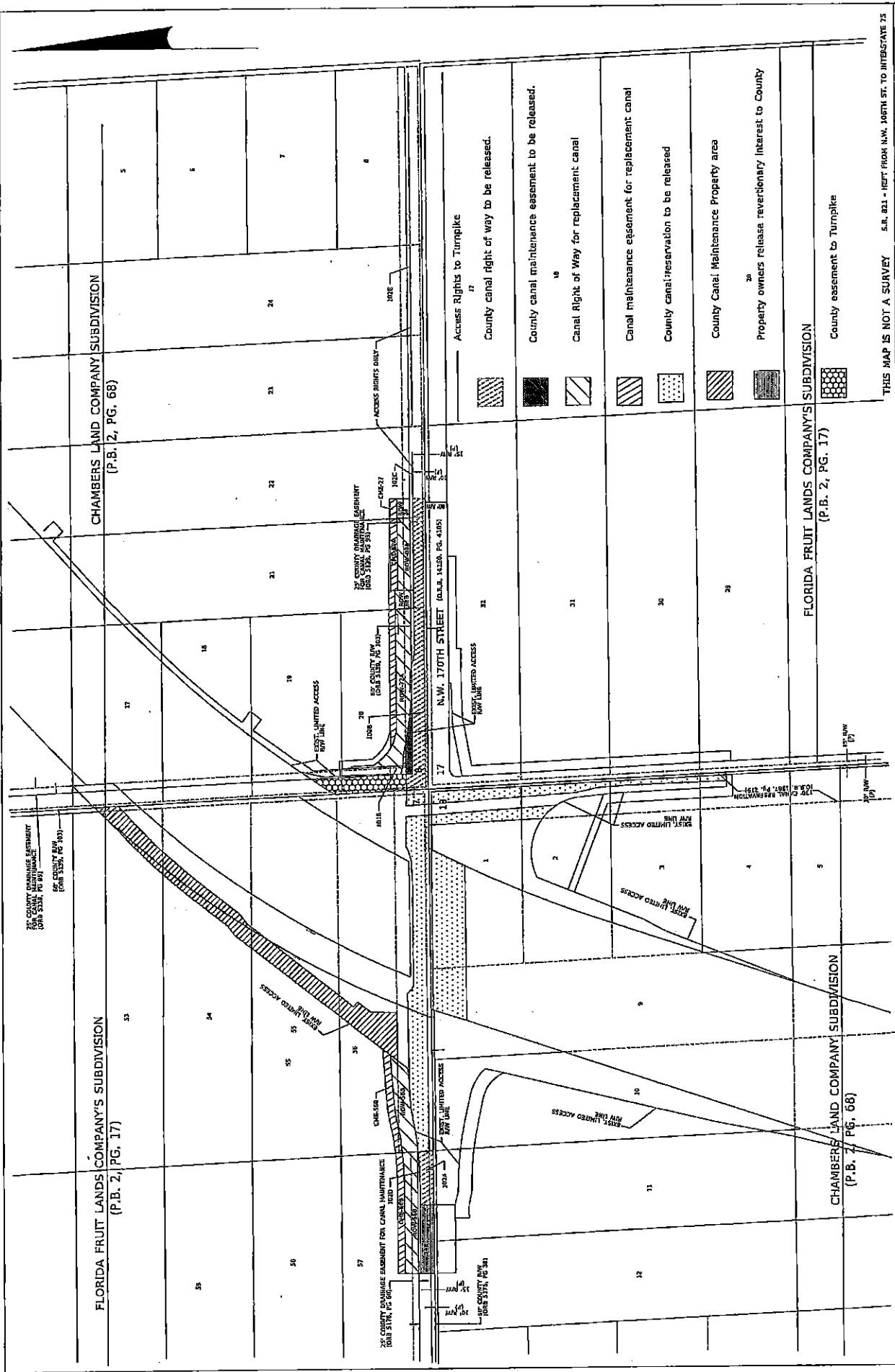


EXHIBIT M (Revised)	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	DATE	BY	CHKD	FED. PROJ. N/A	SECTION N/A	DATE	SCALE	DATE	SHEET 1 OF 3
					STATE ROAD NO. 823 - HEFT	MIAMI-DADE COUNTY				

THIS MAP IS NOT A SURVEY S.B. 823 - HEFT FROM N.W. 109TH ST. TO INTERSTATE 75

116

EXHIBIT N

Return to:

Natural Resources Division .
Miami-Dade County Department of .
Regulatory and Economic Resources .
Environmental Resources Management .
701 NW 1st Court .
Miami, FL 33136-3912 .

Instrument prepared by:

Carlos A. Calvache, .
Miami-Dade County Department of .
Regulatory and Economic Resources .
Environmental Resources Management .
701 NW 1st Court .
Miami, FL 33136-3912 .
Folio No. N/A .
NW 170 Street Interchange Project .
Parcel 105 .

RELEASE

KNOW ALL MEN BY THESE PRESENTS that **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, does hereby give notice that it releases certain rights, title and interests which said **MIAMI-DADE COUNTY** has in the following described lands lying and being in Miami-Dade County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

WHEREAS, the Grahams Dairy, Inc. by Canal Maintenance Easement dated April 18, 1966 recorded in Official Records Book 5139 at Page 99 of the Public Records of **MIAMI-DADE COUNTY, FLORIDA**, conveyed, assigned, set over and granted to Miami-Dade County for the construction, cleaning and maintenance of said canal, the above described lands; and

WHEREAS, the Miami-Dade County will be retaining and using all other portions of the easement for canal purposes; and

WHEREAS, the aforesaid canal maintenance easement upon the said above described lands are released by **MIAMI-DADE COUNTY**:

NOW, THEREFORE, MIAMI-DADE COUNTY DOES release any interest it has in the aforementioned lands by virtue of the said Drainage Easement for Canal Purposes dated April 18, 1966 recorded in Official Records Book 5139 at Page 99 of the Public Records of Miami-Dade County, Florida.

BY THE ISSUANCE of this instrument MIAMI-DADE COUNTY does not purport to lessen or diminish any existing canal right of way or canal maintenance easement, nor the rights of any other agency or governmental body in and to the aforementioned lands.

IN WITNESS WHEREOF MIAMI-DADE COUNTY FLORIDA, has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor and the Clerk or Deputy Clerk of said Board on this the _____ day of _____ 20____.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BY ITS MAYOR

HARVEY RUVIN
CLERK OF SAID BOARD

By: _____
Deputy Clerk

By: _____
Carlos A. Gimenez, Mayor

Print: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____

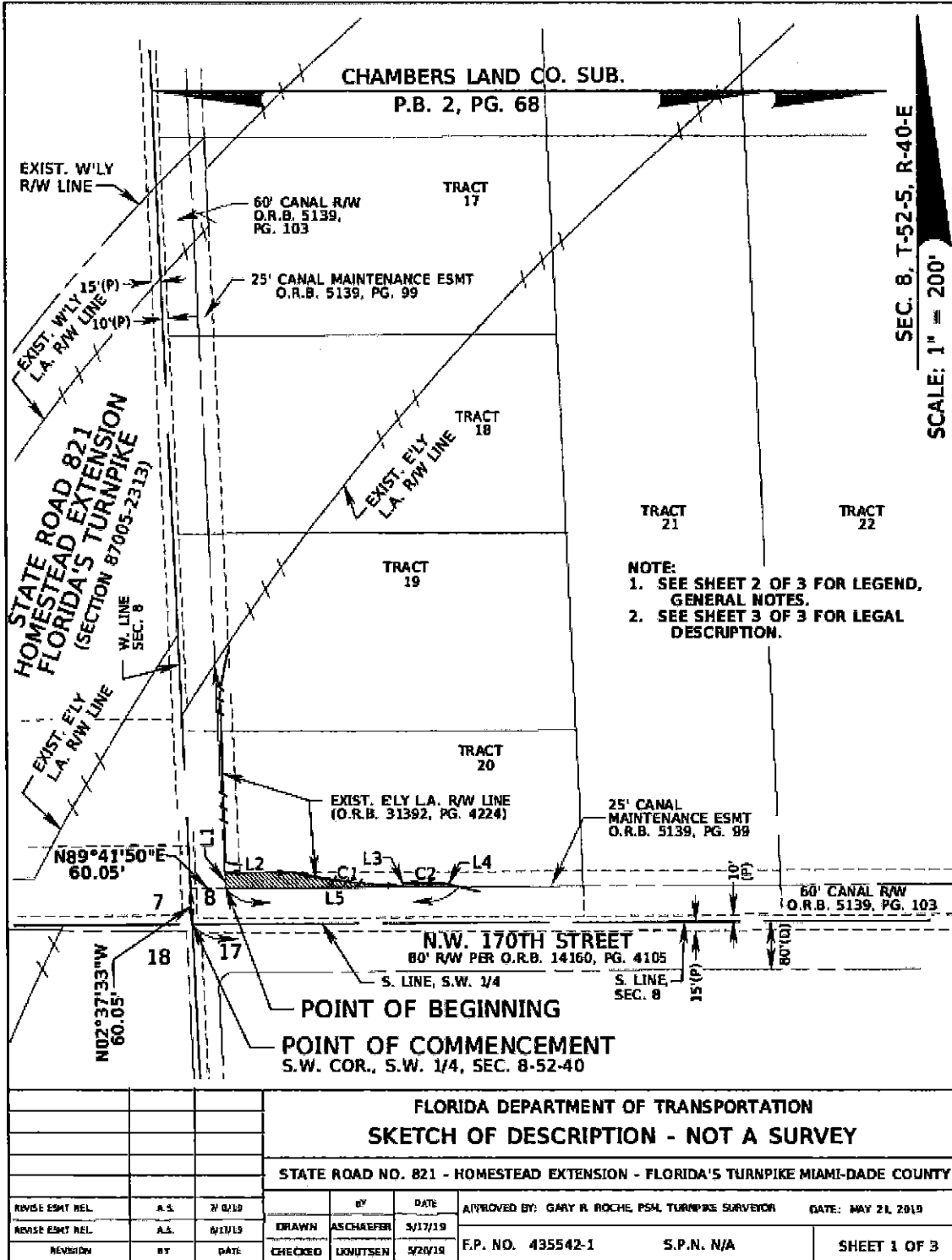
Print _____

STATE OF FLORIDA at large

(Seal)

My commission expires: _____

EXHIBIT "A"



GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ALTA/ACSM LAND TITLE SURVEYS AND PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC., AND FILED OF RECORD AT THE FLORIDA TURNPIKE ENTERPRISE.
2. ALL RECORDED PLATS, OFFICIAL RECORDS BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
3. ATTENTION IS DIRECTED TO THE FACT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM EXISTING R/W RECORDS UNLESS OTHERWISE NOTED.
5. THE EFFECTS OF ROUNDING MUST BE CONSIDERED WHEN USING THIS SKETCH. ALL BEARINGS AND ANGLES HAVE BEEN ROUNDED TO THE NEAREST SECOND WITH DISTANCES BEING ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT.

CURVE TABLE					
NO.	DELTA	ARC	RADIUS	CHORD	CH. BEARING
C1	09°24'29"	183.89'	1119.92'	183.69'	582°57'08"E
C2	03°28'00"	67.40'	1113.92'	67.39'	589°23'23"E

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N02°37'33"W	25.02'
L2	N89°41'50"E	114.58'
L3	N02°20'37"E	6.00'
L4	S76°48'25"E	27.51'
L5	S89°41'50"W	390.15'

LEGEND

- ALTA/ACSM = AMERICAN LAND TITLE ASSOCIATION/AMERICAN CONGRESS ON SURVEYING AND MAPPING
- COR. = CORNER
- (C) = BEARING/DISTANCE CALCULATED
- (D) = BEARING/DISTANCE REFERENCED FROM OFFICIAL RECORD DOCUMENTS
- ESMT. = EASEMENT
- EXIST. = EXISTING
- F.P. = FINANCIAL PROJECT
- F.P.C. = FLORIDA POWER CORPORATION
- LB. = LICENSED BUSINESS
- L.A. R/W = LIMITED ACCESS RIGHT OF WAY
- NO. = NUMBER
- N/A = NOT APPLICABLE
- N,T,S. = NOT TO SCALE
- O.R.B. = OFFICIAL RECORDS BOOK
- PG. = PAGE
- P.B. = PLAT BOOK
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- R = RANGE
- SEC. = SECTION
- SUB. = SUBDIVISION
- T = TOWNSHIP

NOTE:

1. SEE SHEET 1 OF 3 FOR SKETCH.
2. SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION.

			FLORIDA DEPARTMENT OF TRANSPORTATION		
			SKETCH OF DESCRIPTION - NOT A SURVEY		
			STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY		
REVISE ESMT REL.	A.S.	7/27/19	BY	DATE	APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR DATE: MAY 21, 2019
REVISE ESMT REL.	A.S.	6/17/19	DRAWN	ASCHAEFER	5/17/19
REVISION	BY	DATE	CHECKED	LKNUTSEN	5/20/19
			F.P. NO. 435542-1		S.P.N. N/A
			SHEET 2 OF 3		

Exhibit "A"

PARCEL NO.: N/A
F.P.I.D. NO.: 435542
STATE ROAD NO.: 821
HOMESTEAD EXTENSION
COUNTY: MIAMI-DADE

CANAL MAINTENANCE EASEMENT RELEASE

A portion of Tract 20, Chambers Land Company Subdivision, as recorded in Plat Book 2, Page 68 of the Public Records of Miami-Dade County, Florida, being a portion of a 25 foot canal maintenance easement, as recorded in Official Records Book 5139, Page 99 of said Public Records, and lying in the Southwest 1/4 of Section 8, Township 52 South, Range 40 East, of said County, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 8; thence North 02° 37' 33" West, along the West line of said Section 8, a distance of 60.05 feet; thence departing said West section line, run North 89°41'50" East, a distance of 60.05 feet to a point that lies 60 feet East of when measured at right angles to said West line of Section 8, and 85 feet North of when measured at right angles to the South line of said Section 8, for a **POINT OF BEGINNING**; thence North 89° 41' 50" East, along a line lying 85 feet North of and parallel with said South line of Section 8 a distance of 114.58 feet to a point on a curve to the left, concave Northeasterly, having a radius of 1,119.92 feet, a chord bearing of South 82° 57' 08" East and a chord distance of 183.89 feet, being on the existing Easterly Limited Access right of way line of State Road 821 – Homestead Extension – Florida's Turnpike, as recorded in Official Records Book 31392, Page 4224 of said Public Records; thence run Southeasterly along said existing Easterly Limited Access right of way line, and the arc of said curve, through a central angle of 9° 24' 29" for a distance of 183.89 feet to the end of said curve; thence North 02° 20' 37" East, along said existing Easterly Limited Access right of way line, a distance of 6.00 feet to a point on a curve to the left, concave Northeasterly, having a radius of 1,113.92 feet, a chord bearing of South 89° 23' 23" East and a chord distance of 67.39 feet; thence run Southeasterly along said existing Easterly Limited Access right of way line, and the arc of said curve, through a central angle of 3° 28' 00" for a distance of 67.40 feet; thence South 76° 48' 25" East, along said existing Easterly Limited Access right of way line, a distance of 27.51 feet to a point that lies 60 feet North of when measured at right angles to the South line of said Section 8, being the South line of said 25 foot canal maintenance easement; thence South 89°41'50" West, along said South canal maintenance easement line, a distance of 390.15 feet to the **POINT OF BEGINNING**;

Containing 5,336 square feet, more or less.

EXHIBIT O

Return to:

Natural Resources Division .
Miami-Dade County Department of .
Regulatory and Economic Resources .
Environmental Resources Management .
701 NW 1st Court .
Miami, FL 33136-3912 .

Instrument prepared by:

Carlos A. Calvache, .
Miami-Dade County Department of .
Regulatory and Economic Resources .
Environmental Resources Management .
701 NW 1st Court .
Miami, FL 33136-3912 .
Folio No. N/A .
NW 170 Street Interchange Project .

RELEASE

KNOW ALL MEN BY THESE PRESENTS that MIAMI-DADE COUNTY, a political subdivision of the State of Florida, does hereby give notice that it releases certain rights, title and interests which said MIAMI-DADE COUNTY has in the following described lands lying and being in Miami-Dade County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

WHEREAS, the Central and Southern Florida Flood Control Districts by Rights in Reservations Deed No. 24 dated August 6, 1959 recorded in Official Records Book 1587 at Page 279 of the Public Records of MIAMI-DADE COUNTY, FLORIDA, conveyed, assigned, set over and granted to Miami-Dade County for canal and levee purposes only, the above described lands; and

WHEREAS, the aforesaid rights in reservations upon the said above described lands are released by MIAMI-DADE COUNTY:

NOW, THEREFORE, MIAMI-DADE COUNTY DOES release any interest it has in the aforementioned lands by virtue of the said Rights in Reservations Deed No. 24 dated August 6, 1959 recorded in Official Records Book 1587 at Page 279 of the Public Records of Miami-Dade County, Florida.

BY THE ISSUANCE of this instrument MIAMI-DADE COUNTY does not purport to lessen or diminish any existing canal right of way or canal maintenance easement, nor the rights of any other agency or governmental body in and to the aforementioned lands.

IN WITNESS WHEREOF MIAMI-DADE COUNTY FLORIDA, has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor and the Clerk or Deputy Clerk of said Board on this the _____ day of _____ 20____.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
BY ITS MAYOR

HARVEY RUVIN
CLERK OF SAID BOARD

By: _____
Deputy Clerk

By: _____
Carlos A. Gimenez, Mayor

Print: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____

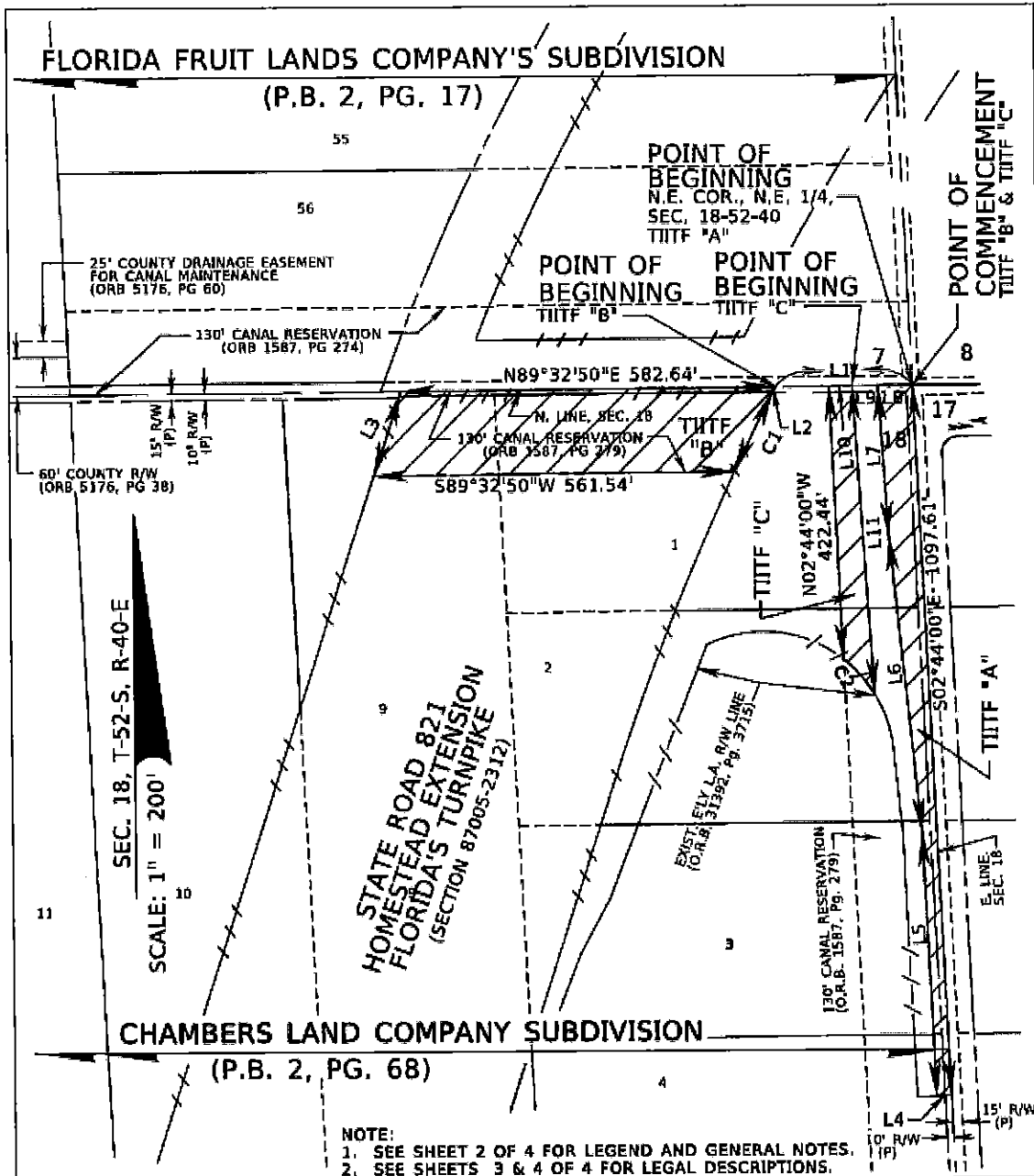
Print _____

STATE OF FLORIDA at large

(Seal)

My commission expires: _____

EXHIBIT "A"



FLORIDA DEPARTMENT OF TRANSPORTATION			
SKETCH OF DESCRIPTION - NOT A SURVEY			
STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY			
REV. TITF A, B & ADD C	A.S.	6/28/19	APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR DATE: FEB. 28, 2019
REV. TITF "A"	A.S.	5/28/19	
ADD TITF A & B	A.S.	4/30/19	F.P. NO. 435542-1 S.P.N. N/A
ADD SEC. QUALIFIER	A.S.	3/19/19	
REVISION	BY	DATE	CHECKED LKNUTSEN 1/26/19

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GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ALTA SURVEYS AND PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC., AND FILED OF RECORD AT THE FLORIDA TURNPIKE ENTERPRISE.
2. ALL RECORDED PLATS, OFFICIAL RECORDS BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
3. ATTENTION IS DIRECTED TO THE FACT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM EXISTING R/W RECORDS UNLESS OTHERWISE NOTED.
5. THE EFFECTS OF ROUNDING MUST BE CONSIDERED WHEN USING THIS SKETCH. ALL BEARINGS AND ANGLES HAVE BEEN ROUNDED TO THE NEAREST SECOND WITH DISTANCES BEING ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT.

CURVE TABLE					
NO.	DELTA	ARC	RADIUS	CHORD	CH. BEARING
C1	01°47'43"	136.80'	4365.66'	136.79'	S26°01'32"W
C2	20°19'30"	72.01'	203.00'	71.63'	N41°25'49"W

LINE TABLE		
NO.	BEARING	DISTANCE
L1	S89°32'50"W	214.50'
L2	S26°55'24"W	8.51'
L3	N18°10'18"E	137.18'
L4	S07°16'00"W	23.50'
L5	N02°44'00"W	407.35'
L6	N06°01'44"W	459.99'
L7	N03°51'16"W	233.25'
L8	N89°32'50"E	54.55'
L9	S89°32'50"W	40.07'
L10	N89°32'50"E	35.48'
L11	S03°51'16"E	477.03'

LEGEND

- COR. = CORNER
- (C) = CALCULATED
- (D) = BEARING/DISTANCE REFERENCED FROM OFFICIAL RECORD DOCUMENTS
- F.P. = FINANCIAL PROJECT
- F.P.C. = FLORIDA POWER CORPORATION
- LB. = LICENSED BUSINESS
- NO. = NUMBER
- N/A = NOT APPLICABLE
- N.T.S. = NOT TO SCALE
- P.K.D. = PARKER KAYLON NAIL WITH DISK
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- R = RANGE
- SEC. = SECTION
- T = TOWNSHIP

- NOTE:**
1. SEE SHEET 1 OF 4 FOR SKETCH.
 2. SEE SHEETS 3 & 4 OF 4 FOR LEGAL DESCRIPTIONS.

FLORIDA DEPARTMENT OF TRANSPORTATION									
SKETCH OF DESCRIPTION - NOT A SURVEY									
STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY									
REV. DATE A, B & ADD C	A.S.	6/18/19	BY	DATE	APPROVED BY: GARY B. ROCHE, PSM, TURNPIKE SURVEYOR	DATE: FEB. 28, 2019			
REVISE THIS A	A.S.	5/08/19	DRAWN	ASCHAEFER	2/25/19	F.P. NO. 435542-1		S.P.N. N/A	SHEET 2 OF 4
ADD THIS A & B	A.S.	4/20/19	CHECKED	LKNUTSEN	2/28/19				
REVISION	BY	DATE							

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Exhibit "A"

PARCEL NO.: N/A
F.P.I.D. NO.: 435542
STATE ROAD NO.: 821
HOMESTEAD EXTENSION
COUNTY: MIAMI-DADE

CANAL RESERVATION RELEASE "A"

A portion of Tracts 1, 2, 3, and 4, Chambers Land Company Subdivision, as recorded in Plat Book 2, Page 68 of the Public Records of Miami-Dade County, Florida, being a portion of a 130 foot canal reservation, as recorded in Official Records Book 1587, Page 279 of said Public Records, lying in the Northeast 1/4 of Section 18, Township 52 South, Range 40 East, of said County, and being more particularly described as follows:

BEGIN at the Northeast corner of said Section 18; thence South 02° 44' 00" East, along the East line of said Section 18, Township 52 South, Range 40 East, a distance of 1,097.61 feet; thence departing said East section line, run South 87° 16' 00" West, a distance of 23.50 feet; thence North 02° 44' 00" West, a distance of 407.35 feet; thence North 06° 01' 44" West, a distance of 459.99 feet; thence North 03° 51' 16" West, a distance of 233.25 feet to said North line of Section 18; thence North 89° 32' 50" East, along said North line of Section 18, a distance of 54.55 feet to the POINT OF BEGINNING.

Containing 0.885 acres, more or less.

AND:

CANAL RESERVATION RELEASE "B"

A portion of Tracts 1 and 9, Chambers Land Company Subdivision, as recorded in Plat Book 2, Page 68 of the Public Records of Miami-Dade County, Florida, being a portion of a 130 foot canal reservation, as recorded in Official Records Book 1587, Page 279 of said Public Records, lying in the Northeast 1/4 of Section 18, Township 52 South, Range 40 East, of said County, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 18; thence South 89° 32' 50" West, along said North line of Section 18, a distance of 214.50 feet to the existing Easterly Limited Access right of way line of State Road 821 – Homestead Extension – Florida's Turnpike, as shown on Right of Way Maps Section 87005 Contract 2312 sheet 6, and the POINT OF BEGINNING; thence departing said North line of Section 18, run South 26° 55' 24" West, along said existing Easterly Limited Access right of way line of State Road 821 – Homestead Extension – Florida's Turnpike, a distance of 8.51 feet to a point on a curve to the left, concave Southeasterly, having a radius of 4,365.66 feet, a chord bearing of South 26° 01' 32" West and a chord distance of 136.79 feet; thence run Southwesterly along said existing Easterly Limited Access right of way line, and the arc of said curve, through a central angle of 1° 47' 43" for a distance of 136.80 feet to the South line of said canal reservation; thence South 89° 32' 50" West, along said South line of a canal reservation, being parallel with and 130 feet South of the North line of Section 18, a distance of 561.54 feet to the existing Westerly Limited Access right

Sheet 3 of 4

EXHIBIT "A"

of way line of said State Road 821 – Homestead Extension – Florida’s Turnpike; thence North 18°10’18" East, along said existing Westerly Limited Access right of way line of State Road 821 – Homestead Extension – Florida’s Turnpike, a distance of 137.18 feet to said North line of Section 18; thence North 89°32’50" East, along said North line of Section 18, a distance of 582.64 feet to the POINT OF BEGINNING.

Containing 1.706 acres, more or less.

AND:

CANAL RESERVATION "C"

A portion of Tracts 1 and 2, Chambers Land Company Subdivision, as recorded in Plat Book 2, Page 68 of the Public Records of Miami-Dade County, Florida, being a portion of a 130 foot canal reservation, as recorded in Official Records Book 1587, Page 279 of said Public Records, lying in the Northeast 1/4 of Section 18, Township 52 South, Range 40 East, of said County, and being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 18; thence South 89° 32' 50" West, along the North line of said Section 18, Township 52 South, Range 40 East, a distance of 94.62 feet to the **POINT OF BEGINNING**; thence departing said North section line, run South 03°51'16" East, a distance of 477.03 feet to the existing Easterly Limited Access right of way line of State Road 821 – Homestead Extension – Florida’s Turnpike, as per Official Records Book 31392, Page 3715 of said Public Records, and being a point on a curve to the right, concave Southwesterly, having a radius of 203.00 feet, a chord bearing of North 41° 25' 49" West and a chord distance of 71.63 feet; thence run Northwesterly along said existing Easterly Limited Access right of way line, and the arc of said curve, through a central angle of 20° 19' 30" for a distance of 72.01 feet to the West line of said 130 foot canal reservation as recorded in Official Records Book 1587, Page 279, and end of said curve; thence North 02° 44' 00" West along said West reservation line, a distance of 422.44 feet to said North line of Section 18; thence North 89°32’50" East, along said North line of Section 18, a distance of 35.48 feet to the POINT OF BEGINNING.

Containing 17,755 square feet, more or less.

Containing in the aggregate 2.999 acres, more or less.

EXHIBIT P

Return to: .
Natural Resources Division .
Miami-Dade County Department of .
Regulatory and Economic Resources .
Environmental Resources Management .
701 NW 1st Court .
Miami, FL 33136-3912 .

Instrument prepared by: .
Carlos A. Calvache, .
Miami-Dade County Department of .
Regulatory and Economic Resources .
Environmental Resources Management .
701 NW 1st Court .
Miami, FL 33136-3912 .

Folio No. N/A .
NW 170 Street Interchange Project .

RELEASE

KNOW ALL MEN BY THESE PRESENTS that MIAMI-DADE COUNTY, a political subdivision of the State of Florida, does hereby give notice that it releases certain rights, title and interests which said MIAMI-DADE COUNTY has in the following described lands lying and being in Miami-Dade County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

WHEREAS, the Central and Southern Florida Flood Control Districts by Rights in Reservations Deed No. 21 dated August 6, 1959 recorded in Official Records Book 1587 at Page 274 of the Public Records of MIAMI-DADE COUNTY, FLORIDA, conveyed, assigned, set over and granted to Miami-Dade County for canal and levee purposes only, the above described lands; and

WHEREAS, the aforesaid rights in reservations upon the said above described lands are released by MIAMI-DADE COUNTY:

NOW, THEREFORE, MIAMI-DADE COUNTY DOES release any interest it has in the aforementioned lands by virtue of the said Rights in Reservations Deed No. 21 dated August 6, 1959 recorded in Official Records Book 1587 at Page 274 of the Public Records of Miami-Dade

County, Florida.

BY THE ISSUANCE of this instrument MIAMI-DADE COUNTY does not purport to lessen or diminish any existing canal right of way or canal maintenance easement, nor the rights of any other agency or governmental body in and to the aforementioned lands.

IN WITNESS WHEREOF MIAMI-DADE COUNTY FLORIDA, has caused these presents to be executed in its name by its Board of County Commissioners acting by the Mayor and the Clerk or Deputy Clerk of said Board on this the _____ day of _____ 20____.

ATTEST: MIAMI-DADE COUNTY, FLORIDA
BY ITS MAYOR

HARVEY RUVIN
CLERK OF SAID BOARD

By: _____
Deputy Clerk

By: _____
Carlos A. Gimenez, Mayor

Print: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who did take an oath.

NOTARY PUBLIC:

Sign _____

Print _____

STATE OF FLORIDA at large

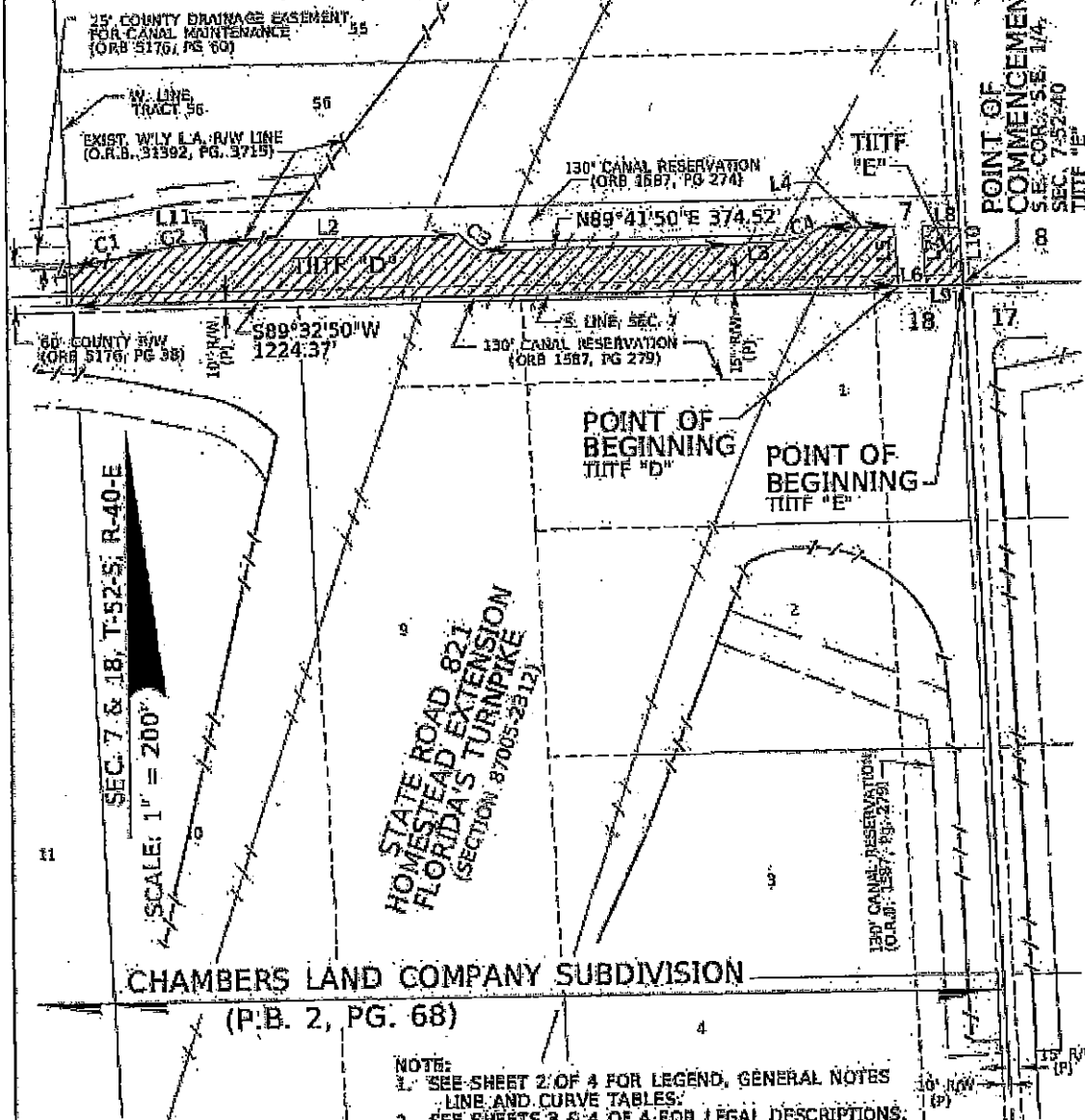
(Seal)

My commission expires: _____

EXHIBIT "A"

FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION

(P.B. 2, PG. 17)



CHAMBERS LAND COMPANY SUBDIVISION

(P.B. 2, PG. 68)

- NOTE:
1. SEE SHEET 2 OF 4 FOR LEGEND, GENERAL NOTES LINE AND CURVE TABLES.
 2. SEE SHEETS 3 & 4 OF 4 FOR LEGAL DESCRIPTIONS.

REVISION		BY	DATE	APPROVED BY: GARY A. BUCKE, PSM, TURNPIKE SUPERVISOR		DATE: JANUARY 22, 2011
1	ADD	ASCHAEFER	1/18/09	DRAWN		E.P. NO. 435542-1
2	REVISE	LKNUTSEN	1/22/10	CHECKED		
3	ADD					SHEET 1 OF 4

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ALTA SURVEYS AND PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC., AND FILED OF RECORD AT THE FLORIDA TURNPIKE ENTERPRISE.
2. ALL RECORDED PLATS, OFFICIAL RECORDS BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
3. ATTENTION IS DIRECTED TO THE FACT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM EXISTING R/W RECORDS UNLESS OTHERWISE NOTED.
5. THE EFFECTS OF ROUNDING MUST BE CONSIDERED WHEN USING THIS SKETCH. ALL BEARINGS AND ANGLES HAVE BEEN ROUNDED TO THE NEAREST SECOND WITH DISTANCES BEING ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT.

CURVE TABLE					
NO.	DELTA	ARC	RADIUS	CHORD	CH. BEARING
C1	06°55'25"	136.78'	1191.92'	136.70'	N80°29'31"E
C2	08°30'09"	53.42'	360.00'	53.37'	N81°26'53"E
C3	20°56'58"	37.30'	102.00'	37.09'	S51°17'26"E
C4	29°21'26"	68.66'	134.00'	67.91'	N72°49'31"E

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N02°37'16"W	56.61'
L2	N89°01'45"E	364.35'
L3	N86°29'35"E	66.64'
L4	S88°55'18"E	106.74'
L5	S03°51'16"E	86.35'
L6	S89°32'50"W	40.07'
L7	N05°51'16"W	85.28'
L8	S88°55'18"E	56.46'
L9	S89°32'50"W	54.55'
L10	S02°37'33"E	83.68'
L11	N85°41'58"E	27.65'

LEGEND

- COR. = CORNER
- (C) = CALCULATED
- (D) = BEARING/DISTANCE REFERENCED FROM OFFICIAL RECORD DOCUMENTS
- F.P. = FINANCIAL PROJECT
- F.P.C. = FLORIDA POWER CORPORATION
- LB. = LICENSED BUSINESS
- NO. = NUMBER
- N/A = NOT APPLICABLE
- N.T.S. = NOT TO SCALE
- P.K.D. = PARKER KAYLON NAIL WITH DISK
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- R = RANGE
- SEC. = SECTION
- T = TOWNSHIP

- NOTE:**
1. SEE SHEET 1 OF 4 FOR SKETCH.
 2. SEE SHEETS 3 & 4 OF 4 FOR LEGAL DESCRIPTIONS.

FLORIDA DEPARTMENT OF TRANSPORTATION									
SKETCH OF DESCRIPTION - NOT A SURVEY									
REV. SHEET TO D & E	AS.	1/17/19	STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY						
REV. SHEET #2	AS.	1/22/19	APPROVED BY: GARY R. ROOHS, P.E., TURNPIKE SURVEYOR DATE: JANUARY 22, 2019						
REV. LINE/SAVING TABLES	AS.	2/22/19	DRAWN	ASCHAEFER	1/18/19	F.P. NO. 435542-1		S.P.M. N/A	SHEET 2 OF 3
REV. ST. NUMBER	AS.	2/22/19	CHECKED	LENNUTSEN	2/22/19				
REVISION	BY	DATE							

Exhibit "A"

PARCEL NO.: N/A
F.P.I.D. NO.: 435542
STATE ROAD NO.: 821
HOMESTEAD EXTENSION
COUNTY: MIAMI-DADE

CANAL RESERVATION RELEASE "D"

A portion of Tract 56, Florida Fruit Lands Company's Subdivision, as recorded in Plat Book 2, Page 17 of said Public Records, being a portion of a 130 foot canal reservation, as recorded in Official Records Book 1587, Page 274 of the Public Records of Dade County, Florida, lying in the Southeast 1/4 of Section 7, Township 52 South, Range 40 East, of said County, and being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 7; thence South 89°32'50" West, along said South line of Section 7, a distance of 94.62 feet to the **POINT OF BEGINNING**; thence continue South 89°32'50" West, along said South line of Section 7, a distance of 1,224.37 feet to the West line of said Tract 56, Florida Fruit Lands Company's Subdivision; thence North 02° 37' 16" West, along said West line of Tract 56, a distance of 56.61 feet to a point on a curve to the left, concave Northwesterly, having a radius of 1,131.92 feet, a chord bearing of North 80° 39' 31" East and a chord distance of 136.70 feet, and being a point on the existing Westerly Limited Access right of way line of State Road 821 - Homestead Extension - Florida's Turnpike, as recorded in Official Records Book 31392, Page 3715 of said Public Records; thence run Northeasterly along said existing Westerly Limited Access right of way line, and the arc of said curve, through a central angle of 06° 53' 25" for a distance of 136.78 feet to the point of reverse curvature of a curve to the right, concave Southeasterly, having a radius of 360.00 feet, a chord bearing of North 81° 26' 53" East and a chord distance of 53.37 feet; thence run Northeasterly along said existing Westerly Limited Access right of way line, and the arc of said curve, through a central angle of 08° 30' 09" for a distance of 53.42 feet to the point of tangency of said curve; thence North 85°41'58" East, along said existing Westerly Limited Access right of way line, a distance of 27.65 feet; thence departing said existing Westerly Limited Access right of way line, run North 89°04'45" East, a distance of 364.35 feet to a point on a curve to the left, concave Northeasterly, having a radius of 102.00 feet, a chord bearing of South 51° 17' 26" East and a chord distance of 37.09 feet; thence run Southeasterly along the arc of said curve, through a central angle of 20° 56' 58" for a distance of 37.30 feet; thence North 89°41'50" East, a distance of 374.52 feet; thence North 86°29'35" East, a distance of 66.64 feet to a point on a curve to the left, concave Northwesterly, having a radius of 134.00 feet, a chord bearing of North 72° 49' 31" East and a chord distance of 67.91 feet; thence run Northeasterly along the arc of said curve, through a central angle of 29° 21' 26" for a distance of 68.66 feet to the end of said curve; thence South 88°55'18" East, a distance of 106.74 feet; thence South 03°51'16" East, a distance of 86.35 feet to the East line of said Section 7 to the **POINT OF BEGINNING**.

Containing 2.158 acres, more or less.

AND:

Sheet 3 of 4

EXHIBIT "A"

CANAL RESERVATION RELEASE "E"

A portion of Tract 56, Florida Fruit Lands Company's Subdivision, as recorded in Plat Book 2, Page 17 of said Public Records, being a portion of a 130 foot canal reservation, as recorded in Official Records Book 1587, Page 274 of the Public Records of Dade County, Florida, lying in the Southeast 1/4 of Section 7, Township 52 South, Range 40 East, of said County, and being more particularly described as follows:

BEGIN at the Southeast corner of said Section 7; thence South $89^{\circ}37'50''$ West, along said South line of Section 7, a distance of 54.55 feet; thence departing said South line of Section 7, run North $03^{\circ}51'16''$ West, a distance of 85.28 feet; thence South $88^{\circ}55'18''$ East, a distance of 56.46 feet to the East line of said Section 7; thence South $02^{\circ}37'33''$ East, along said East section line, a distance of 83.68 feet to the POINT OF BEGINNING.

Containing 4,679 square feet, more or less.

Exhibit Q

Return to:

Right of Way Division, M-DC DTPW
111 N.W. 1st Street, Suite 1610
Miami, FL 33128-1970
Instrument prepared under the supervision
of James Hetz, Senior Counsel
Florida Department of Transportation
Milepost 263, Florida's Turnpike
(Building 5315, Turkey Lake Service Plaza)
P.O. box 613069
Ocoee, FL 34761

STATE ROAD NO.: 821
F.P.I.D. NO.: 435542-1
Parcel: 102C, 102D & 102E
Managing District: Turnpike
County: Miami-Dade
NW 107 Ave and NW 170 St.
Section 8-52-40

COUNTY QUIT CLAIM DEED

THIS COUNTY DEED, Made this ____ day of _____, A.D. 2019,
by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of
the State of Florida, whose address is: Stephen P. Clark Center, 111 NW
1st Street, Miami, Florida 33128-1963, hereinafter Grantor, and the
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an executive agency of
the State of Florida, whose address is Turnpike Headquarters, P.O. Box
613069, Milepost 263, Florida's Turnpike, Building 5315, Ocoee, Florida
34761, hereinafter, Grantee,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of One
Dollar (\$1.00) and other good and valuable considerations to it in hand
paid by the **Grantee**, the receipt whereof is hereby acknowledged, has
remised, released and quitclaimed, and by these presents does remise,
release and quitclaim unto the **Grantee**, its successors and assigns
forever, the following described land, situate, lying and being in
Miami-Dade County, State of Florida, to wit:

SEE EXHIBIT "Q" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is subject to the property being used for public transportation purposes and other purposes incidental thereto, and when and if the aforementioned public transportation use shall be permanently and lawfully discontinued, the title to the land described in Exhibit "Q", attached, shall immediately revert to the Grantor, its successors and assigns, upon written notice by Grantor and Grantee, and the recordation by Grantor of a Notice of Reverter, and Grantor shall have the right to immediately repossess same.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, including the transfer of all rights, title, interest and attendant liability, , with respect to the subject property.

IN WITNESS WHEREOF, the said Grantor, has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Chairperson or Vice Chairperson, and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid.

ATTEST:
BY ITS BOARD OF
HARVEY RUVIN,
CLERK OF SAID BOARD

MIAMI-DADE COUNTY, FLORIDA
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

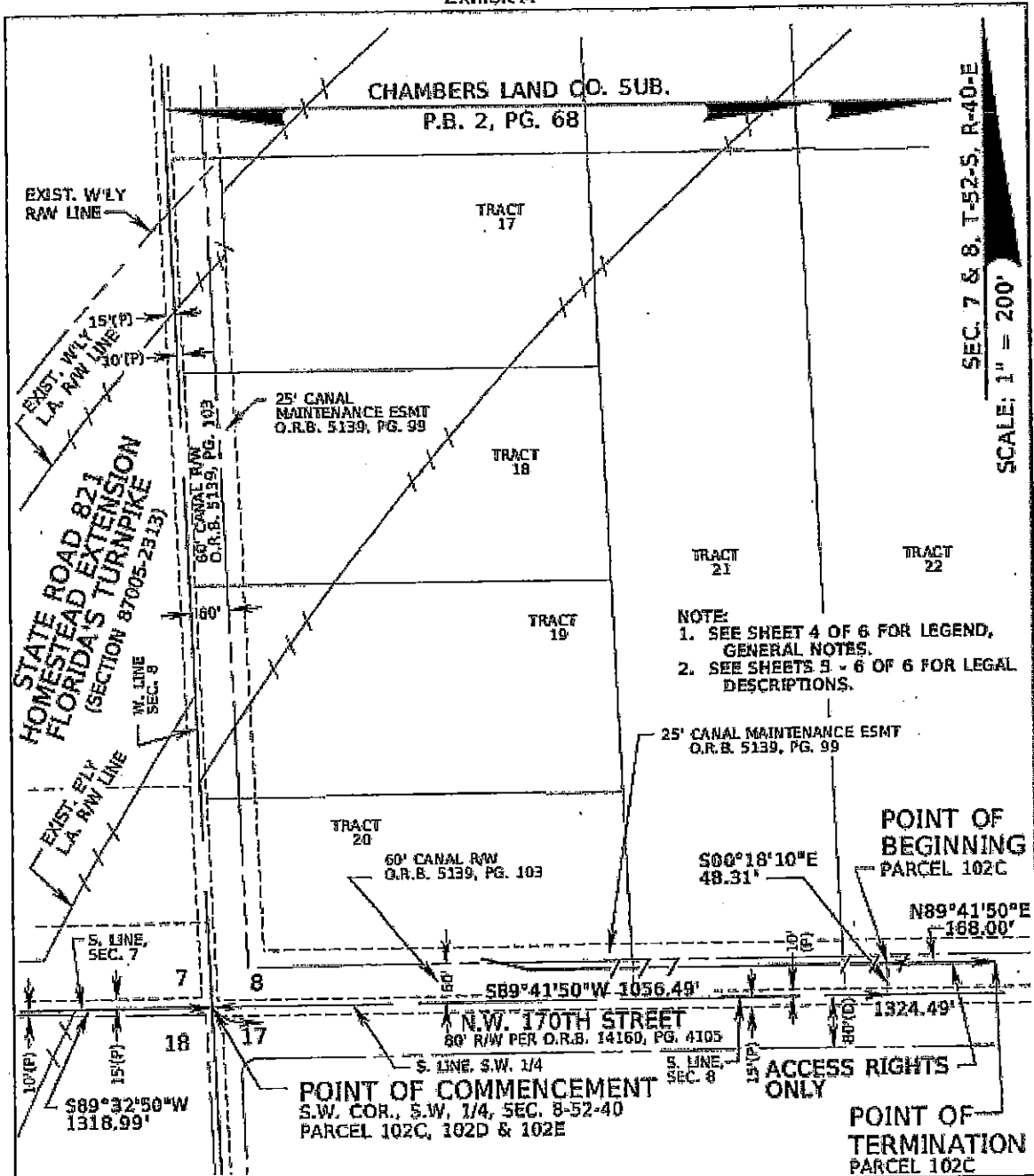
By: _____
Audrey M. Edmonson
Chairwoman

Approved as to form and legal
Sufficiency

Assistant County Attorney

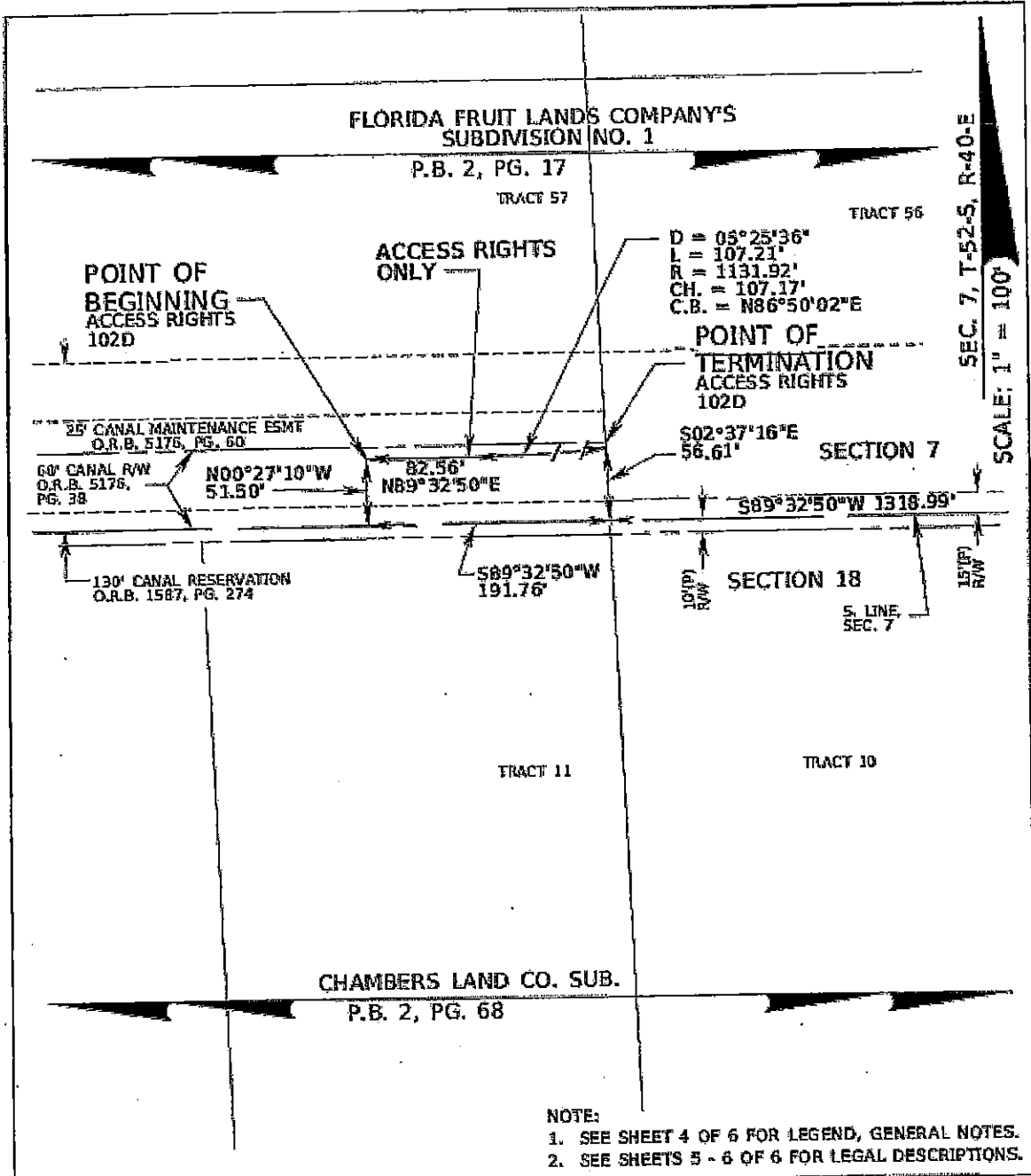
The foregoing was authorized and approved by Resolution No. _____
of the Board of County Commissioners of Miami-Dade County, Florida, on
the ____th day of _____, A.D. 2019.

Exhibit A



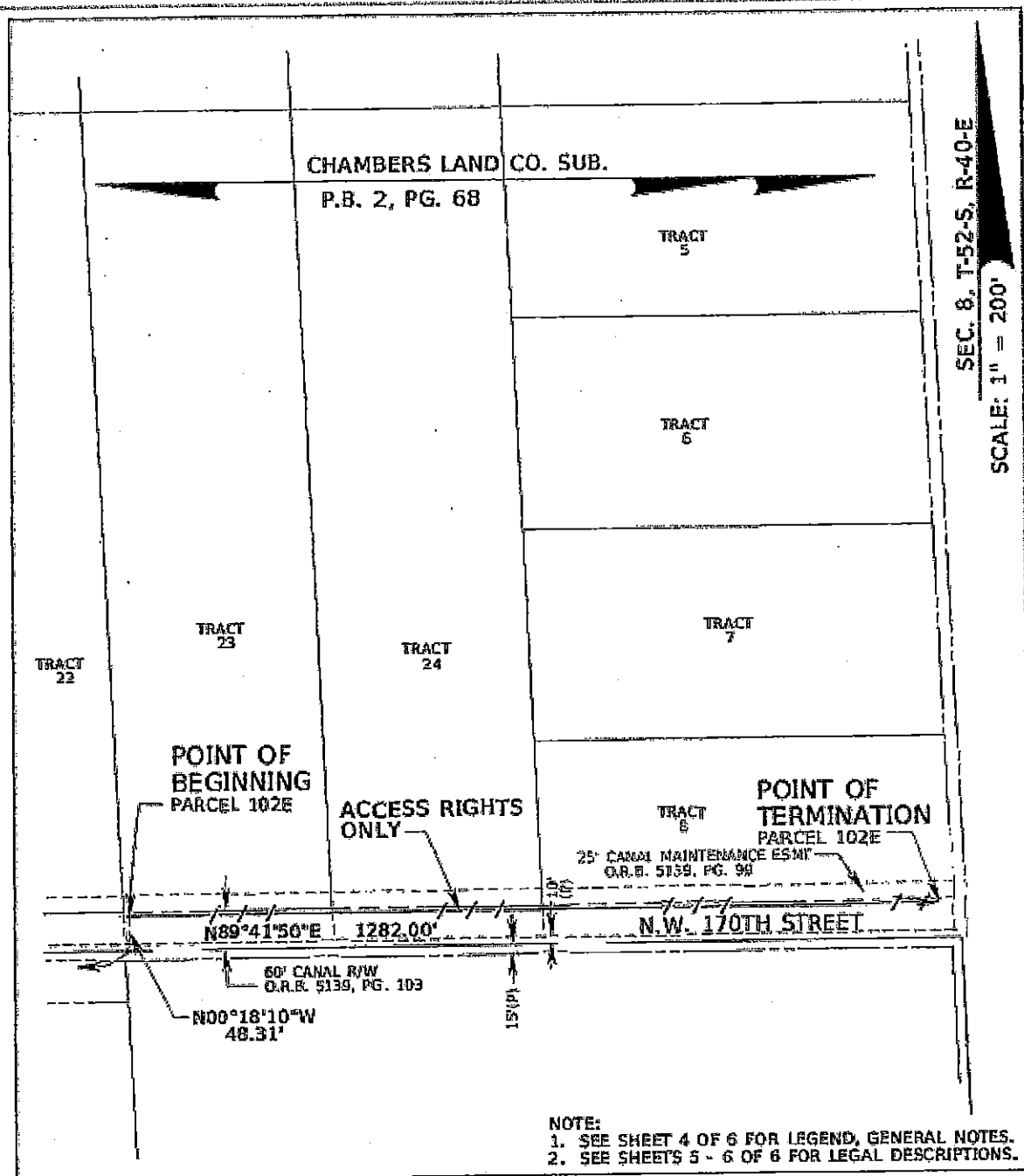
FLORIDA DEPARTMENT OF TRANSPORTATION			
SKETCH OF DESCRIPTION - NOT A SURVEY			
REV TO PARCELS' BECE	A.S.	4/30/09	STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY
ADD WIDTH QUAILERS	A.S.	3/15/19	
REV. PARCEL 102B	A.S.	2/23/19	APPROVED BY: GARY B. RODRIGUEZ, FSM, TURNPIKE SURVEYOR DATE: OCTOBER 22, 2018
REV. PARCEL 102C	A.S.	2/13/19	
REVISED	BY	DATE	DRAWN ASCHAEFER 10/17/19
			CHECKED LINDVISTEN 10/24/19
			F.P. NO. 435542-1
			S.P.N. N/A
			SHEET 1 OF 6

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FLORIDA DEPARTMENT OF TRANSPORTATION									
SKETCH OF DESCRIPTION - NOT A SURVEY									
STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY									
REVISED INDEX	A.S.	4/30/10	BY	SAH	APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR	DATE: OCTOBER 22, 2013			
DESIGN PANEL 102b	P.S.	07/01/13	DRAWN	ASCHAEFER	10/11/13				
DESIGN PANEL 102c	A.S.	12/04/13	CHECKED	LOONITSEN	10/20/13	F.P. NO. 435542-1	S.P.N. N/A	SHEET 2 OF 6	
REVISION	BY	DATE	CHECKED	LOONITSEN	10/20/13				

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SEC. 8, T-52-S, R-40-E
SCALE: 1" = 200'

FLORIDA DEPARTMENT OF TRANSPORTATION											
SKETCH OF DESCRIPTION - NOT A SURVEY											
STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY											
				BY		DATE		APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR		DATE: OCTOBER 22, 2018.	
REV TO PARCELS 102C-E		A.S.		DRAWN		CHECKED		DATE			
NEWSON		By		DATE		CHECKED		LKNUTTEN		10/28/18	
				F.P. NO. 435542-1				S.P.N. N/A		SHEET 3 OF 6	

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GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ALTA/ACSM LAND TITLE SURVEYS AND PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC., AND FILED OF RECORD AT THE FLORIDA TURNPIKE ENTERPRISE.
2. ALL RECORDED PLATS, OFFICIAL RECORDS BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
3. ATTENTION IS DIRECTED TO THE FACT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM EXISTING R/W RECORDS UNLESS OTHERWISE NOTED.
5. THE EFFECTS OF ROUNDING MUST BE CONSIDERED WHEN USING THIS SKETCH. ALL BEARINGS AND ANGLES HAVE BEEN ROUNDED TO THE NEAREST SECOND WITH DISTANCES BEING ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT.

LEGEND

- ALTA/ACSM = AMERICAN LAND TITLE ASSOCIATION/AMERICAN CONGRESS ON SURVEYING AND MAPPING
- COR = CORNER
- (C) = BEARING/DISTANCE REFERENCED FROM RIGHT OF WAY MAPS F.P.I.D. NO. 405270-4
- (D) = BEARING/DISTANCE REFERENCED FROM OFFICIAL RECORD DOCUMENTS
- F.P. = FINANCIAL PROJECT
- F.P.C. = FLORIDA POWER CORPORATION
- LB. = LICENSED BUSINESS
- NO. = NUMBER
- N/A = NOT APPLICABLE
- N.T.S. = NOT TO SCALE
- P.K.D. = PARKER KAYLON NAIL WITH DISK
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- R = RANGE
- SEC. = SECTION
- T = TOWNSHIP

NOTE:

1. SEE SHEETS 1 - 3 OF 6 FOR SKETCHES.
2. SEE SHEETS 5 - 6 OF 6 FOR LEGAL DESCRIPTIONS.

FLORIDA DEPARTMENT OF TRANSPORTATION									
SKETCH OF DESCRIPTION - NOT A SURVEY									
STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY									
			BY	DATE	APPROVED BY: GARY B. ROCHE, PSM, TURNPIKE SURVEYOR		DATE: OCTOBER 22, 2018		
DRAWN	AS	DATE	CHECKED	BY	DATE	F.P. NO. 435542-1		S-P-N: N/A	SHEET 4 OF 6
ASCHAFER	S.L.	10/17/18	LONNITSEN	BT	10/29/18				

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Exhibit

PARCEL NO.: 102
F.P.L.D. NO.: 435542
STATE ROAD NO.: 821
HOMESTEAD EXTENSION
COUNTY: MIAMI-DADE

ACCESS RIGHTS ONLY
PART "C"

All rights of ingress, egress, light, air and view between that portion of Tract 22, Chambers Land Company Subdivision, as recorded in Plat Book 2, Page 68 of the Public Records of Miami-Dade County, Florida, being a portion of a 60 foot canal right of way, as recorded in Official Records Book 5139, Page 103 of said Public Records, and lying in the Southwest 1/4 of Section 8, Township 52 South, Range 40 East, of said County, and the following described line:

COMMENCE at the Southwest corner of said Section 8; thence North 89°41'50" East along the South line of said Section 8, a distance of 1,056.49 feet; thence departing said South Section line, run North 00° 18' 10" West, 48.31 feet to the **POINT OF BEGINNING**; thence North 89°41'50" East, a distance of 168.00 feet to the **POINT OF TERMINATION**.

AND:

ACCESS RIGHTS ONLY
PART "D"

All rights of ingress, egress, light, air and view between that portion of Tract 57, Florida Fruit Lands Company's Subdivision No. 1, as recorded in Plat Book 2, Page 17 of the Public Records of Dade County, Florida, being a portion of a 60 foot canal right of way, as recorded in Official Records Book 5176, Page 38 of said Public Records, lying in the Southeast 1/4 of Section 7, Township 52 South, Range 40 East, of said County, and the following described line:

COMMENCE at the Southeast corner of said Section 7; thence South 89°32'50" West along the South line of said Section 7, a distance of 1,318.99 feet; thence continue South 89°32'50" West along said South line of Section 7, a distance of 191.76 feet; thence departing said Section line, run North 00° 27' 10" West, 51.50 feet for a **POINT OF BEGINNING**; thence North 89°32'50" East, a distance of 82.56 feet to the point of curvature of a curve to the left, concave Northwesterly, having a radius of 1,131.92 feet, a chord bearing of North 86° 50' 02" East and a chord distance of 107.17 feet; thence run Northeasterly along the arc of said curve, through a central angle of 05° 25' 36" for a distance of 107.21 feet to the East line of said Tract 57, and a point on said curve, being the **POINT OF TERMINATION**.

AND:

**ACCESS RIGHTS ONLY
PART "E"**

All rights of ingress, egress, light, air and view between that portion of Tracts 23, and 24, Chambers Land Company Subdivision, as recorded in Plat Book 2, Page 68 of the Public Records of Miami-Dade County, Florida, being a portion of a 60 foot canal right of way, as recorded in Official Records Book 5139, Page 103 of said Public Records, and lying in the Southwest 1/4 of Section 8, Township 52 South, Range 40 East, of said County, and the following described line:

COMMENCE at the Southwest corner of said Section 8, thence North 89°41'50" East along the South line of said Section 8, a distance of 1,324.49 feet; thence departing said South Section line, run North 00° 18' 10" West, 48.31 feet to the **POINT OF BEGINNING**; thence North 89°41'50" East, a distance of 1,282.00 feet to the **POINT OF TERMINATION**.

Exhibit R

Prepared by and when recorded, return to:

Miami-Dade County Department of
Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court
Miami, FL 33136- 3192-

EASEMENT FOR CANAL MAINTENANCE

THIS EASEMENT ("Easement") is made and entered into as of the ____ day of _____, 2019 by and between the State of Florida Department of Transportation, Florida's Turnpike Enterprise ("FDOT"), whose address is Florida Turnpike, Milepost 263, Building 5315, Ocoee, Florida 34761, its successors and assigns ("Grantor") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address is 111 N.W. 1st Street, Miami, Florida, 33128-1970, its successors and assigns ("Grantee" or "County").

RECITALS:

A. Grantor is the owner of that certain tract of land located in Miami-Dade County, Florida legally described in Exhibit "A" attached hereto and made a part hereof ("Easement Property").

B. The Parties hereto desire that the drainage canal and culvert which lies adjacent to the Easement Property (the "Canal") be maintained and kept free and clear of all obstruction, debris, silt, hyacinths, and other vegetable matter.

C. The Grantor has agreed to convey an Easement over the Easement Property to the Grantee to access, clean, maintain, repair and improve the Canal.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and the County, by the acceptance hereof, hereby agree as follows:

1. **Recitals.** The Recitals to this Easement are true and correct and are hereby incorporated by reference and made a part hereof.

2. **Grant of Easement.** Grantor hereby grants to the County an Easement over, along and across the surface of the Easement Property to access, clean, maintain, and repair the Canal, together with the right to remove all trees, growth and shrubbery from the drainage canal and to temporarily deposit on the Easement Property such spoil, silt, hyacinths, and other vegetable matter which the County shall remove from the

drainage canal from time to time in the cleaning, maintaining, and repairing of the Canal, together also with the right to the use the Easement in such manner as may be necessary in the operation of the equipment used by the County in the cleaning, maintaining, and repair of the Canal.

3. The rights to use the surface of the Easement Property granted herein shall be nonexclusive. Grantee's easement rights granted herein shall be exercised in a reasonable manner, in compliance with all laws and all permits and approvals. Specifically, any spoil, silt, hyacinths, and other vegetable placed on the Easement Property by Grantee shall be removed from the Easement Property as needed and lawfully disposed of off-site. Grantee shall not (i) use the Easement granted herein in any manner that would create a nuisance; (ii) other than as set forth herein, interfere (at any time) with the rights of Grantor, its successors, or assigns, in Grantor's use of the Easement Property for the installation, maintenance, and repair of subsurface water supply pipelines and associated infrastructure, as well as Grantor's use of the Easement Property for access to municipal water supply wells and associated infrastructure (or any other party having the right to use or access any portion of the Grantor's Easement Property for said purposes, including, without limitation, Grantor's employees, agents, contractors, or operators.) It is further expressly understood that in the event that Grantee's use of the Easement Property for any necessary cleaning, maintaining, repair or improvement of the Canal presents a conflict with Grantor's use of the Easement Property as described herein, Grantee and Grantor shall mutually agree upon resolution to the potential conflict.

4. **Maintenance and Indemnification.** Grantee shall be responsible for all maintenance and repair of, including all damage to, the Easement Property as a result of Grantee's use of the Easement. Subject to the limitations set forth in paragraph 8, herein, Grantee shall indemnify and hold Grantor harmless from any and all damages, liability, claims, demand, actions and suits of any nature or kind associated with, arising out of, relating to, or resulting from, the rights granted to Grantee herein, including, but not limited, all damages, liability, claims, demand, actions and suits of any nature or kind for injuries to persons or damage to property, arising out of, relating to, or resulting from (1) Grantee's use of the Easement Property, or (2) Grantee's negligent acts or omissions in Grantee's maintenance or repair of the Easement Property. Subject to the limitations set forth in paragraph 8, herein, Grantor shall indemnify and hold Grantee harmless from any and all damages, liability, claims, demand, actions and suits of any nature or kind associated with, arising out of, relating to, or resulting from, (1) Grantor, its successors, or assigns, in Grantor's use of the Easement Property, or (2) Grantor's negligent acts or omissions in Grantor's use of the Easement Property, including, but not limited, all damages, liability, claims, demand, actions and suits of any nature or kind for injuries to persons or damage to property.

5. **Termination.** It is expressly provided that if and whenever the Canal is permanently discontinued by Grantee, Grantee shall provide written notice of same to Grantor, and this Easement shall terminate.

6. **Retention of Rights.** Grantor retains all rights not specifically conveyed herein. No uses of the Easement, other than those set forth herein, will be permitted without the express written consent of Grantor.

7. **No Assignment.** The Easement shall not be assigned, transferred, or conveyed, in whole or in part, by Grantee without the prior written consent of Grantor which may be withheld in its sole and absolute discretion.

8. **Insurance.** In the event the County outsources or contracts for the work contemplated to be performed by the County under this Easement, Grantee shall require that its contractor maintains insurance against the risks, at the coverage levels and meeting all other conditions described on Exhibit B attached and incorporated by reference to this Easement Agreement. Grantor shall be named as Additional Insured in such policies and Grantee will provide a current copy of such insurance certificate upon request.

9. **Sovereign Immunity.** It is expressly understood that, notwithstanding any provision of this Easement, and prevailing over same, Grantor and Grantee retain all of their sovereign prerogatives and rights under Florida law as applicable. Nothing herein shall limit or alter the protection of sovereign immunity as provided by section 768.28, Florida Statutes.

10. **General Provisions.**

A. **Severability.** In the event that any part, term, or provision of this Easement is found to be illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Easement did not contain the particular party, term, or provision held to be invalid or unenforceable.

B. **Covenant Running with the Land.** This Easement shall be a covenant running with the land and shall be binding upon Grantor and Grantee, the owners from time to time of the Easement Property and their heirs, legal representatives, successors and assigns and shall inure to the benefit of the owners from time to time, and their heirs, legal representatives, successors and assigns.

C. **Captions.** Captions are included for convenience only and shall be given no legal effect whatsoever.

D. **Applicable Law.** This Easement and all questions of interpretation, construction, and enforcement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Venue for any action arising out of this Easement shall be Miami-Dade County, Florida.

E. Counterparts. This Easement can be executed in counterparts, each of which when executed and delivered, shall constitute and be deemed an original, but all counterparts together shall constitute one and the same instrument.

F. No provision of this Easement shall be construed against or interpreted to the disadvantage of either party by any court or other governmental entity by reason of such party's having or being deemed to have prepared or participated in the preparation of this Easement.

G. This Easement is the whole understanding of the parties. There is no promise, terms, condition or obligation other than those contained herein, and this Easement shall supersede all previous communications, representation or agreements, either oral or written, between the parties. No amendment, modification or waiver of this Easement shall be valid or effective unless in writing and signed by the Grantor and the Grantee.

IN WITNESS WHEREOF, Grantor has executed and delivered this Easement the day and year first above written.

**STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION**

BY: _____
Paul Wai, P.E.
Executive Director & Chief Executive
Officer
Florida's Turnpike Enterprise

DATE: _____

ATTEST: _____
Executive Secretary

Legal Review:

BY: _____
Legal Counsel

The foregoing was accepted and approved on the ____ day of _____, 2019,
by Resolution No. _____ of the Board of County Commissioners of
Miami-Dade County, Florida.

County Mayor or Designee

ATTEST: HARVEY RUVIN,
Clerk of Said Board

By: _____
Deputy Clerk

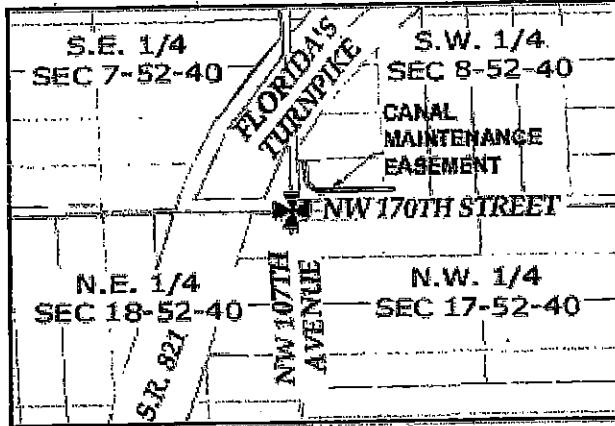
Approved as to Form and legal sufficiency

Assistant County Attorney

Exhibit A

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION**

**CANAL MAINTENANCE
EASEMENT**



**LOCATION SKETCH
SCALE 1"=1000'**

**IN S.W. 1/4 SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST,
MIAMI-DADE COUNTY, FL**

SURVEYOR'S NOTES

1. THIS SITE LIES IN SW 1/4 SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.
2. PLATTED EASEMENTS (IF ANY) NOT SHOWN.
3. PROPERTY GEOMETRY IS BASED ON THE SKETCH PROVIDED BY SRB ENGINEERING.
4. BEARINGS SHOWN HEREON ARE ASSUMED AND ARE REFERENCED TO THE SOUTH LINE OF SW ONE-QUARTER (SW 1/4) SECTION 8, TOWNSHIP 52 SOUTH, RANGE 40 EAST AND HAVING AN ASSUMED BEARING OF NORTH 89°41'48" EAST.
5. THIS SKETCH AND LEGAL DESCRIPTION ARE VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

LEGEND:

- ⊙ = CENTERLINE
- N.T.S. = NOT TO SCALE
- ORB = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- PB = PAGE
- P = PROPERTY LINE
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- PT. = POINT
- REF. = REFERENCE
- SEC = SECTION
- TWP = TOWNSHIP
- TYP = TYPICAL
- RGE = RANGE
- Lx = LINE NUMBER (see table)
- Cx = CURVE NUMBER (see table)

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 51-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

THIS IS NOT A SURVEY

BISCAYNE ENGINEERING COMPANY, INC.
529 WEST FLAGLER STREET, MIAMI, FL 33130
TEL (305) 324-7871, FAX (305) 324-0809
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
CERTIFICATE OF ADOPTION
LS-0000129

MIKE BATHGLOMER, PSM, PRESIDENT FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO. 5666
STATE OF FLORIDA

DATE: 06-13-19		REV DATE:		BEC ORDER # 03-86442		SHEET 1 OF 3		DRAWN BY CLIENT IV.M.A.		CITY OF HIALEAH	
DRAWING No. 2307-SS-08-B		FIELD BOOK N/A									
PROJECT: 03-86442											
DATE: 06-13-19		REV DATE:		BEC ORDER # 03-86442		SHEET 1 OF 3		DRAWN BY CLIENT IV.M.A.		CITY OF HIALEAH	
BISCAYNE ENGINEERING		SURVEYORS ENGINEERS PLANNERS		529 W. FLAGLER ST, MIAMI, FL 33130 TEL (305) 324-7871		449 NW 35TH ST, BOCA RATON, FL 33431 TEL (561) 609-2328		E-MAIL: INFO@BISCAYNEENGINEERING.COM		WEBSITE: WWW.BISCAYNEENGINEERING.COM	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

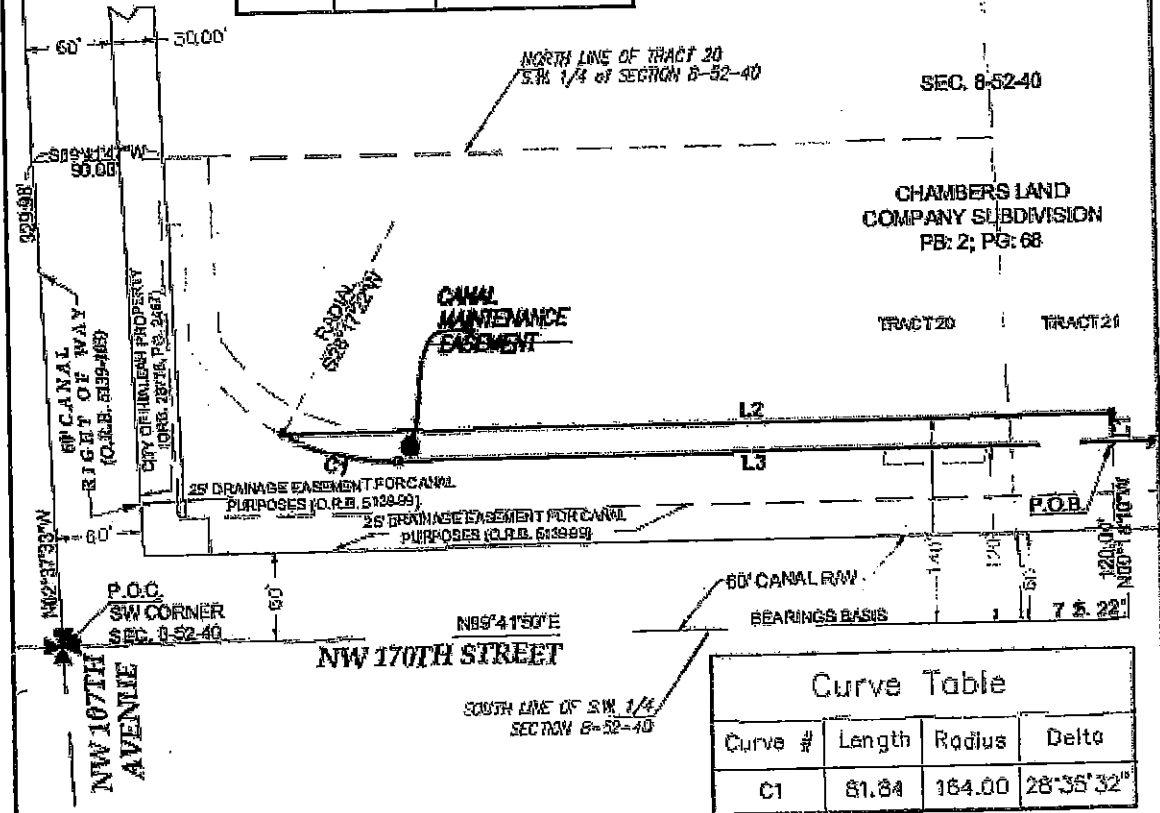
CANAL MAINTENANCE EASEMENT

Parcel Line Table		
Line #	Length	Direction
L1	20.00	N0° 18' 10"W
L2	571.02	S89° 41' 50"W
L3	492.54	N89° 41' 50"E



GRAPHIC SCALE

 (IN FEET)
 1 inch = 100 ft.



Curve Table			
Curve #	Length	Radius	Delta
C1	81.84	164.00	28°35'32"

NOTE: THIS SECTION AND LEGAL DESCRIPTION ARE VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

THIS IS NOT A SURVEY

DATE: 05-17-2011		REV DATE:		BEG ORDER #		SHEET		DRAWN BY/CLIENT	
DRAWING No. 2307-SS-08-B		PROJECT: 03-86442		03-86442		2 OF 3		IV./N.A. CITY OF HIALEAH	
DATE: 05-14-10		REV DATE:		BEG ORDER #		SHEET		DRAWN BY/CLIENT	
05-14-10				03-86442		2 OF 3		IV./N.A. CITY OF HIALEAH	
BISCAYNE ENGINEERING SURVEYORS ENGINEERS PLANNERS S.C.E. #100		529 W. FLAGLER ST, MIAMI, FL 33130 TEL (305) 324-7671				445 NW 35TH ST, BOCA RATON, FL 33431 TEL (561) 609-2329			
		E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM							

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CANAL MAINTENANCE EASEMENT

LEGAL DESCRIPTION

That portion of Tract 20 and Tract 21 in the Southwest one-quarter (S.W. 1/4) of Section 8, Township 52 South, Range 40 East, of Chambers Land Company Subdivision, according to the plat thereof recorded in Plat Book 2 at Page 68 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 8, Township 52 South, Range 40 East; thence $N89^{\circ}41'50"E$ along the South line of said Southwest one-quarter (S.W. 1/4) of Section 8, a distance of 725.22 feet; thence $N00^{\circ}18'10"W$ at right angles to the last described course, a distance of 120.00 feet to THE POINT OF BEGINNING; thence $N00^{\circ}18'10"W$ a distance of 20.00 feet; thence $S69^{\circ}41'50"W$, parallel with and 140.00 feet North of, as measured at right angles to, said South line of the Southwest one-quarter (S.W. 1/4) of Section 8, a distance of 571.02 feet; to a point of intersection with a circular curve concave to the Northeast having as its elements a radius of 184.00 and a central angle of $28^{\circ}35'32"$, a radial line through said point bears $S28^{\circ}17'22"W$; thence Southeastly and Easterly along said curve for an arc distance of 81.84 feet, to a point of tangency; thence $N69^{\circ}41'50"E$, along a line parallel with and 120.00 feet North of, as measured at right angles to, said South line of the Southwest one-quarter (S.W. 1/4) of Section 8, a distance of 482.54 feet to THE POINT OF BEGINNING.

Containing 10,911 Square Feet (0.250 Acres) more or less

NOTE: THIS SKETCH AND LEGAL DESCRIPTION ARE VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE DOCUMENT.

THIS IS NOT A SURVEY

DATE: Jan 18, 2018 DRAWN BY: P.E. BISCAYNE ENGINEERING, INC. CITY OF HIALEAH PART OF P.334 Florida

DRAWING No. 2307-SS-Q8-B FIELD BOOK N/A

PROJECT: 03-86442

DATE: 08-13-19	REV DATE:	SNO ORDER #: 03-86442	SHEET 3 OF 3	DRAWN BY: I.V.N.A.	CLIENT: CITY OF HIALEAH
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 BISCAYNE ENGINEERING	SURVEYORS ENGINEERS PLANNERS SINCE 1903	528 W. FLAGLER ST, MIAMI, FL 33130 TEL (305) 324-7571	445 NW 35TH ST, BOCA RATON, FL 33431 TEL (561) 608-2329
	E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM		

EXHIBIT S

When Recorded Return for
First American Title Insurance Company
National Commercial Services
200 S. Biscayne Blvd., Suite 2900
Miami, FL 33131
File No: NCS-724264-24-ORL



CFN 20190212777
OR BK 31392 Pgs 3687-3692 (6Pgs)
RECORDED 04/05/2019 14:37:31
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:
Sivan Nisimov, Esq.
Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Miami, Florida 33131

After recording this instrument
should be returned to:
James Hotz, JD, LL.M, MBA, BSBA
Assistant General Counsel
Office of General Counsel
Florida's Turnpike Enterprise
MP 263 Blvd. 5315
Ocoee, FL 34761

Right-of-Way No. 14A

DISCLAIMER AND RELEASE

THIS DISCLAIMER AND RELEASE is executed as of the 11 day of April, 2019 by
VECELLIO & GROGAN, INC., a West Virginia corporation ("Vecellio").

WITNESSETH:

Vecellio does hereby disclaim and release all right, title, interest, claim and demand, if any, which Vecellio
has (including, any reversionary rights and/or interests pursuant to that certain Right of Way Deed to Dade County
recorded in Official Records Book 5176, Page 38, of the Public Records of Miami-Dade County, Florida) in and to
the following property situate, lying and being in Miami-Dade County, Florida:

SEE EXHIBIT "A", ATTACHED HERETO AND TO BE MADE A PART HEREOF

IN WITNESS WHEREOF, Vecellio has caused these presents to be executed in its name, and its
corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year
first above written.

Signed, sealed and delivered in the presence of:
(Two witnesses required by Florida Law)

Lisa Johnston
(Signature of Witness)
LISA JOHNSTON
(Print/Type Name of Witness)
Stephanie Melfi
(Signature of Witness)
Stephanie Melfi
(Print/Type Name of Witness)

VECELLIO & GROGAN, INC.,
a West Virginia corporation
By: Christopher S. Vecellio
Christopher S. Vecellio
Vice President
101 Sansbury's Way
West Palm Beach, FL 33411

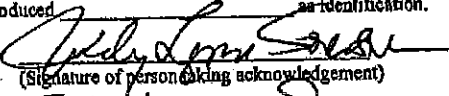
32481274.2

150

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 21 day of March 2019 by Christopher S. Vecellio as Vice President of Vecellio & Grogan, Inc, a West Virginia corporation, on behalf of the corporation. He is personally known to me or has produced as identification.

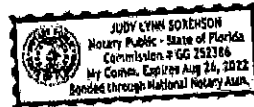


(Signature of person taking acknowledgement)

Judy Lynn Sorenson

(Type, print or stamp name under signature)

Title or Rank and Serial No., if any:



32481274.2

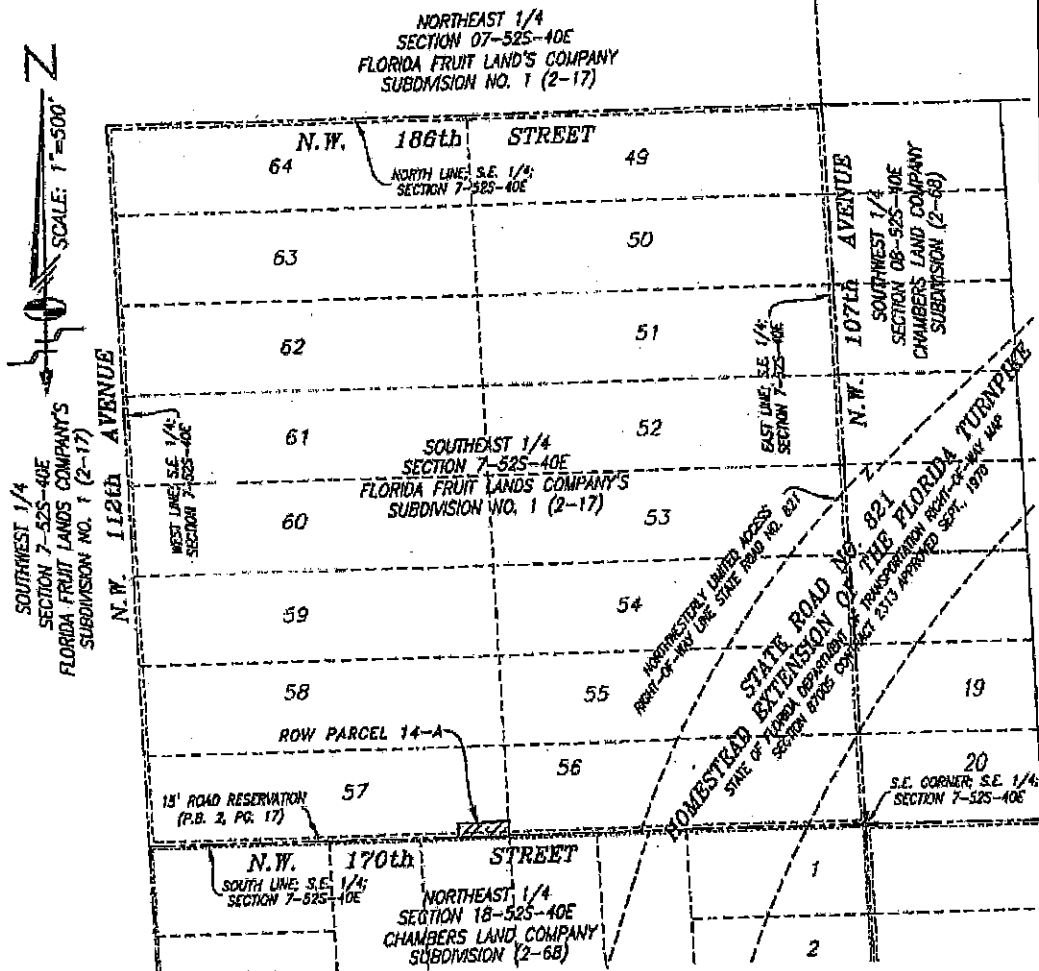
EXHIBIT "A"

32481274.2

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

RIGHT-OF-WAY PARCEL 14-A

A PORTION OF TRACT 57 - SOUTHEAST 1/4 SECTION 7-52S-40E



LEGEND:

- P.B. - DENOTES PLAT BOOK
- O.R.B. - DENOTES OFFICIAL RECORDS BOOK
- P.C. - DENOTES PAGE
- P.O.C. - DENOTES POINT OF COMMENCEMENT
- P.O.B. - DENOTES POINT OF BEGINNING
- ROW - DENOTES RIGHT-OF-WAY
- LARW - DENOTES LIMITED ACCESS ROW LINE

LOCATION SKETCH

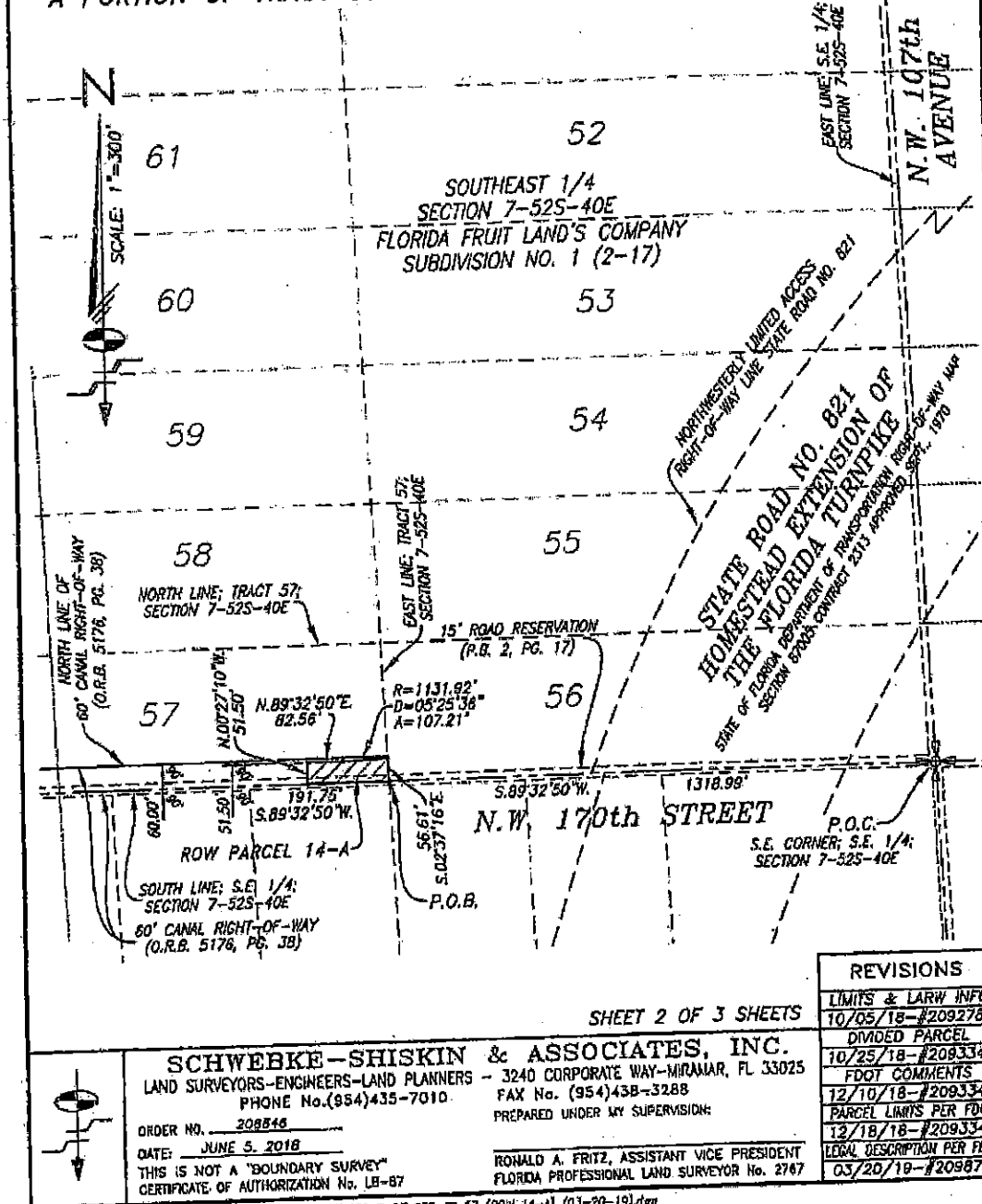
SHEET 1 OF 3 SHEETS

SCHWEBKE-SHISKIN & ASSOCIATES, INC.
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
 PHONE No. (954)435-7010 FAX No. (954)438-3288
 ORDER NO. 208648 PREPARED UNDER MY SUPERVISION:
 DATE: JUNE 9, 2018
 THIS IS NOT A "BOUNDARY SURVEY"
 CERTIFICATE OF AUTHORIZATION No. LB-87
 RONALD A. FRITZ, ASSISTANT VICE PRESIDENT
 FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767

REVISIONS	
LIMITS & LARW INFO	
10/05/18-#209278	
DIVIDED PARCEL	
10/25/18-#209334	
FDOT COMMENTS	
12/10/18-#209334	
PARCEL LIMITS PER FDOT	
12/18/18-#209334	
LEGAL DESCRIPTION PER FEMA	
03/20/19-#209878	

X:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-SE DTR-TR 57 (ROW 14-A) (03-20-19).dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
RIGHT-OF-WAY PARCEL 14-A
A PORTION OF TRACT 57 - SOUTHEAST 1/4 SECTION 7-52S-40E



REVISIONS	
LIMITS & LARW INFO	10/05/18-#209278
DIVIDED PARCEL	10/25/18-#209334
FDOT COMMENTS	12/10/18-#209334
PARCEL LIMITS PER FDOT	12/18/18-#209334
LEGAL DESCRIPTION PER FDOT	03/20/18-#209879

SHEET 2 OF 3 SHEETS

SCHWEBKE-SHISKIN & ASSOCIATES, INC.
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
 PHONE No. (954)435-7010 FAX No. (954)438-3288
 ORDER NO. 208846
 DATE: JUNE 5, 2018
 THIS IS NOT A "BOUNDARY SURVEY"
 CERTIFICATE OF AUTHORIZATION No. LB-87
 PREPARED UNDER MY SUPERVISION:
 RONALD A. FRITZ, ASSISTANT VICE PRESIDENT
 FLORIDA PROFESSIONAL LAND SURVEYOR No. 2747

K:\095240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-52 S-E QTR-TR 57 (ROW 14-A) (03-20-18).dwg

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7-52-40

LEGAL DESCRIPTION TO ACCOMPANY SKETCH
RIGHT-OF-WAY PARCEL 14-A
A PORTION OF TRACT 57 - SOUTHEAST 1/4 SECTION 7-52S-40E

LEGAL DESCRIPTION OF RIGHT-OF-WAY PARCEL 14-A:
A PORTION OF THAT CERTAIN 60 FOOT WIDE CANAL RIGHT-OF-WAY, AS SHOWN AND RECORDED IN OFFICIAL RECORDS BOOK 5176 AT PAGE 38, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN A PORTION OF TRACT 57 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 52 SOUTH, RANGE 40 EAST, AS SHOWN ON THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2 AT PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 89 DEGREES 32 MINUTES 50 SECONDS WEST, ALONG THE SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7, FOR 1318.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 32 MINUTES 50 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE, FOR 191.75 FEET; SAID LAST DESCRIBED COURSE ALSO BEING ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THAT CERTAIN 60 FOOT WIDE CANAL RIGHT-OF-WAY, AS SHOWN AND RECORDED IN OFFICIAL RECORDS BOOK 5176 AT PAGE 38, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 27 MINUTES 10 SECONDS WEST, AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSES, FOR 51.50 FEET; THENCE NORTH 89 DEGREES 32 MINUTES 50 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH AND 51.50 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SAID SOUTH LINE OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7, FOR 82.56 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CIRCULAR CURVE TO THE LEFT, CONCAVE NORTHERLY, HAVING FOR ITS ELEMENTS A RADIUS OF 1131.92 FEET AND A CENTRAL ANGLE OF 05 DEGREES 25 MINUTES 36 SECONDS FOR AN ARC DISTANCE OF 107.21 FEET TO A POINT ON THE LAST DESCRIBED CIRCULAR CURVE; SAID POINT ALSO BEING THE POINT OF INTERSECTION WITH THE EAST LINE OF TRACT 57 OF THE SAID SOUTHEAST 1/4 OF SAID SECTION 7; THENCE SOUTH 02 DEGREES 37 MINUTES 16 SECONDS EAST, ALONG THE EAST LINE OF SAID TRACT 57, FOR 56.61 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

CONTAINING 10,006 SQUARE FEET, MORE OR LESS (0.230 ACRES, MORE OR LESS).

GENERAL NOTES:

- 1) ORDERED BY: INTERNATIONAL ATLANTIC LLC
- 2) THE LEGAL DESCRIPTION AS SHOWN HEREON WAS PREPARED BY THIS FIRM.
- 3) THIS SKETCH AND LEGAL DESCRIPTION WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- 4) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING FLORIDA LICENSED SURVEYOR AND MAPPER.
- 5) A PORTION OF MIAMI-DADE COUNTY, FLORIDA, TAX FOLIO No. 30-2007-001-0570

SHEET 3 OF 3 SHEETS

REVISIONS	
LIMITS & LARW INFO	10/05/18-#209278
DIVIDED PARCEL	10/25/18-#209334
FDOT COMMENTS	12/10/18-#209334
PARCEL LIMITS PER FOOT	12/18/18-#209334
LEGAL DESCRIPTION PER FEMA	03/20/19-#209879

SCHWEBKE-SHISKIN & ASSOCIATES, INC.
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
PHONE No. (954)438-7010 FAX No. (954)438-3288

ORDER NO. 208848 PREPARED UNDER MY SUPERVISION:
DATE: JUNE 5, 2018 RONALD A. FRITZ, ASSISTANT VICE PRESIDENT
THIS IS NOT A "BOUNDARY SURVEY" FLORIDA PROFESSIONAL LAND SURVEYOR No. 2767
CERTIFICATE OF AUTHORIZATION No. LG-87

H:\085240\170 STREET ROW\SKETCH AND LEGALS\SEC 7-SE QTR-TR 57 (ROW 14-A) (03-20-18).dwg

155

①

When Recorded Return To:
First American Title Insurance Company
National Commercial Services
200 S. Biscayne Blvd., Suite 2930
Miami, FL 33131
File No: NCS 1242143



CFN 20190212885
OR BK 31392 Pgs 4241-4246 (6Pgs)
RECORDED 04/05/2019 15:04:52
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Prepared by and return to:

Lori R. Harglass, Esq.
Saul Ewing Arnstein & Lehr LLP
200 E. Las Olas Blvd., Suite 1000
Fort Lauderdale, FL 33301

Parcel No.: 104
County: Miami-Dade

DISCLAIMER AND RELEASE

THIS DISCLAIMER AND RELEASE is made this 4 day of April, 2019 by THE GRAHAM COMPANIES, a Florida corporation, successor to Grahams Dairy, Inc. ("Graham").

WITNESSETH

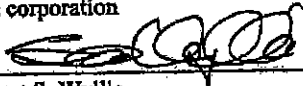
Graham does hereby disclaim and release all right, title, interest, claim and demand, if any, which Graham has (including any reversionary rights and/or interests pursuant to that certain Right of Way Deed ("Deed") to Miami-Dade County recorded in Official Records Book 5139, Page 103, of the Public Records of Miami-Dade County, Florida, in and to the following described property previously conveyed to Miami-Dade County for Canal right-of-way purposes pursuant to the Deed:


SEE EXHIBIT "A" ATTACHED HERETO AND TO BE MADE A PART HEREOF

IN WITNESS WHEREOF, Graham has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.


Signed, sealed and delivered in the presence of:

THE GRAHAM COMPANIES,
a Florida corporation

By: 
Stuart S. Wyllie,
President and Chief Executive Officer
6843 Main Street
Miami Lakes, Florida 33014


(Signature of Witness)

AUDRIE NANCE
Print/Type Name of Witness


(Signature of Witness)

SILVIA LUCCANO
Print/Type Name of Witness

32475384.3

156

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27th day of March, 2019, by Stuart S. Wyllie, as President and Chief Executive Officer of THE GRAHAM COMPANIES, a Florida corporation, who is personally known to me or has produced _____ as identification.


Signature of Notary Public

Print, Stamp or Type Name: _____

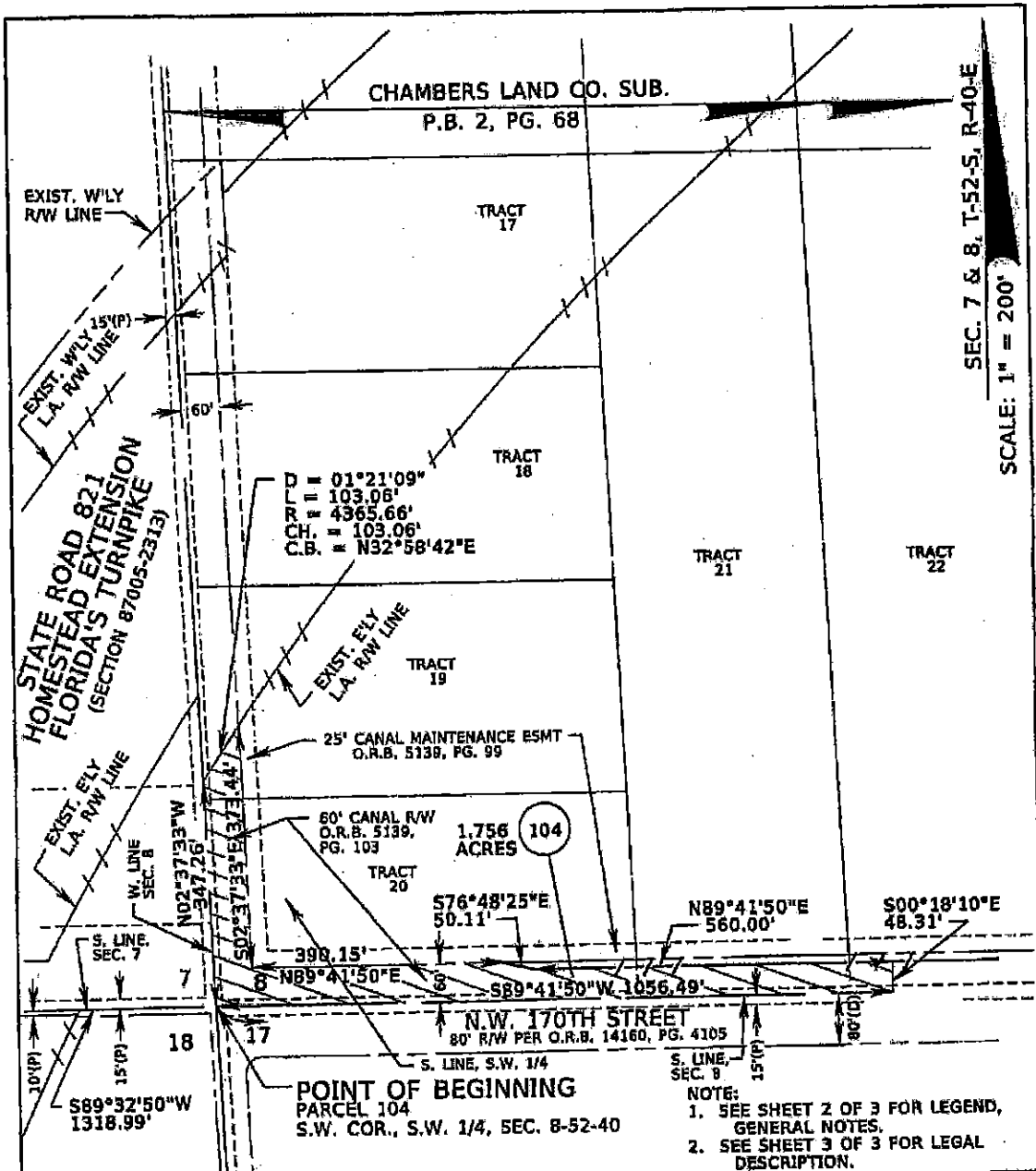
My commission expires:



32475384.3

EXHIBIT "A"

32475384.3



FLORIDA DEPARTMENT OF TRANSPORTATION						
SKETCH OF DESCRIPTION - NOT A SURVEY						
STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY						
ADD CROSS-HATCH	A.A.	3/7/20	BY	DATE	APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR	DATE: JANUARY 13, 2019
ADD DIMENSIONS	A.S.	3/10/19	DRAWN	ASCHAEFER	3/10/2019	F.P. NO. 435542-1
REVISION	BY	DATE	CHECKED	LKNUTSEN	3/10/2019	S.P.N. N/A
					SHEET 1 OF 3	

EXHIBIT "A"

GENERAL NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ALTA/ACSM LAND TITLE SURVEYS AND PREPARED BY SCHWEBKE-SHISKIN & ASSOCIATES, INC., AND FILED OF RECORD AT THE FLORIDA TURNPIKE ENTERPRISE.
2. ALL RECORDED PLATS, OFFICIAL RECORDS BOOKS AND DEED BOOKS REFERENCED HEREON ARE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA
3. ATTENTION IS DIRECTED TO THE FACT THIS SKETCH MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
4. ALL BEARINGS AND DISTANCES ARE CALCULATED FROM EXISTING R/W RECORDS UNLESS OTHERWISE NOTED.
5. THE EFFECTS OF ROUNDING MUST BE CONSIDERED WHEN USING THIS SKETCH. ALL BEARINGS AND ANGLES HAVE BEEN ROUNDED TO THE NEAREST SECOND WITH DISTANCES BEING ROUNDED TO THE NEAREST HUNDREDTH OF A FOOT.

LEGEND

- ALTA/ACSM = AMERICAN LAND TITLE ASSOCIATION/AMERICAN CONGRESS ON SURVEYING AND MAPPING
- COR. = CORNER
 - (C) = BEARING/DISTANCE REFERENCED FROM RIGHT OF WAY MAPS F.P.I.D. NO. 405270-4
 - (D) = BEARING/DISTANCE REFERENCED FROM OFFICIAL RECORD DOCUMENTS
 - F.P. = FINANCIAL PROJECT
 - F.P.C. = FLORIDA POWER CORPORATION
 - LB. = LICENSED BUSINESS
 - NO. = NUMBER
 - N/A = NOT APPLICABLE
 - N.T.S. = NOT TO SCALE
 - P.K.D. = PARKER KAYLON NAIL WITH DISK
 - PSM = PROFESSIONAL SURVEYOR AND MAPPER
 - R = RANGE
 - SEC. = SECTION
 - T = TOWNSHIP

NOTE:

1. SEE SHEET 1 OF 3 FOR SKETCHES.
2. SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION.

FLORIDA DEPARTMENT OF TRANSPORTATION											
SKETCH OF DESCRIPTION - NOT A SURVEY											
STATE ROAD NO. 821 - HOMESTEAD EXTENSION - FLORIDA'S TURNPIKE MIAMI-DADE COUNTY											
			BY	DATE	APPROVED BY: GARY R. ROCHE, PSM, TURNPIKE SURVEYOR				DATE: JANUARY 31, 2019		
			DRAWN	ASCHAEFER	1/08/19	F.P. NO. 435542-1				S.P.N. N/A	SHEET 2 OF 3
REVISION	BY	DATE	CHECKED	LKRUTSEN	3/10/19						

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Exhibit A

Revised: February 22, 2019

PARCEL NO.: 104
F.P.L.D. NO.: 435542
STATE ROAD NO.: 821
HOMESTEAD EXTENSION
COUNTY: MIAMI-DADE

REVERSIONARY INTEREST ONLY

A portion of Tracts 19 through 22, Chambers Land Company Subdivision, as recorded in Plat Book 2, Page 68 of the Public Records of Miami-Dade County, Florida, being a portion of a 60 foot canal right of way, as recorded in Official Records Book 5139, Page 103 of said Public Records, and lying in the Southwest 1/4 of Section 8, Township 52 South, Range 40 East, of said County, being more particularly described as follows:

BEGIN at the Southwest corner of said Section 8; thence North 02° 37' 33" West, along the West line of said Section 8, a distance of 347.26 feet to the existing Easterly Limited Access right of way line of State Road 821 - Homestead Extension - Florida's Turnpike, as shown on Right of Way Maps Section 87005 Contract 2313 sheet 2; being a point on a curve to the right, concave Southeasterly, having a radius of 4,365.66 feet, a chord bearing of North 32° 58' 42" East and a chord distance of 103.06 feet; thence run Northeasterly along said existing Easterly Limited Access right of way line of State Road 821 - Homestead Extension - Florida's Turnpike, and the arc of said curve, through a central angle of 01° 21' 09" for a distance of 103.06 feet to a point that lies 60 feet East of the West line of said Section 8, being on the East line of said 60 foot canal right of way; thence South 02° 37' 33" East, along said East line of a 60 foot canal right of way, a distance of 373.44 feet to a point that lies 60 feet North of the South line of said Section 8, being on the North line of said 60 foot canal right of way; thence North 89° 41' 50" East, along said North line of a 60 foot canal right of way, a distance of 390.15 feet; thence departing said North line of a 60 foot canal right of way, run South 76° 48' 25" East, a distance of 50.11 feet; thence North 89° 41' 50" East, a distance of 560.00 feet; thence South 00° 18' 10" East, a distance of 48.31 feet to said South line of Section 8; thence South 89° 41' 50" West, along said South line of Section 8, a distance of 1,056.49 feet to the POINT OF BEGINNING;

Containing 1.756 acres, more or less.

Sheet 3 of 3

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Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6567 F 305-372-6407

miamidade.gov

NOTICE OF COMMENCEMENT OF CONSTRUCTION

Permit Number: CLIII - 20180045

Issue Date: June 12, 2019 ,

Construction Expiration Date: June 11, 2021

Project Name: SR821 (HEFT) WIDENING FROM NW 106TH TO I-75

Location: SR 821 (HEFT) AND NW 170 ST HIALEAH, FL 33150-

Permittee: Ms. Annemarie Hammond
FLORIDA'S TURNPIKE ENTERPRISE

Professional Engineer: BARRY J SWITZER
TLP ENGINEERING CONSULTANTS, INC

MUST BE FILLED IN BY PERMITTEE OR CONTRACTOR:

START DATE: _____

DATE OF COMPLETION : _____

Delivering Excellence Every Day

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2019061211443833



Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6567 F 305-372-6407

miamidade.gov

June 12, 2019

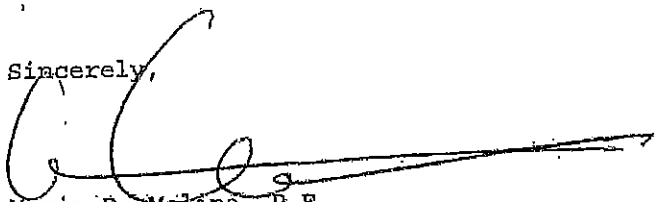
RE: Miami-Dade County Class III Permit No. 20180045: located at SR 821 (HEFT) AND NW 170 ST HIALEAH, FL 33150-

Dear Ms. Annemarie Hammond:

Enclosed is a copy of Class III Permit No. 20180045, pursuant to the provisions of Section 24-48 of the Miami-Dade County Code. Please call or notify this office no later than forty eight(48) hours and no earlier than five(5) days prior to the commencement of work authorized by this permit, by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or by facsimile at (305)372-6489.

If you have any questions, please contact KAHEILL S WHITTAKER of this office at (305)372-6681.

Sincerely,



Maria D. Molina, P.E.
Senior Professional Engineer
Water Control Section

Enclosure

Delivering Excellence Every Day

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Carlos A. Gimenez, Mayor

Department of Regulatory and Economic Resources

Environmental Resources Management
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6567 F 305-372-6407

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Class III Permit for work in
Canal ROW, Easement or Reservation

Permit Number: CLIII-20180045
Project Manager: KAHEILL S WHITTAKER

Issue Date: 06/12/2019
Construction Expiration Date: 06/11/2021

Permittee:

FLORIDA'S TURNPIKE ENTERPRISE
Ms. Annemarie Hammond
P. O. BOX 613069
OCOE, FL 34761-

Professional Engineer:

TLP ENGINEERING CONSULTANTS, INC
BARRY J SWITZER
450 S. ORANGE AVENUE SUITE 450
ORLANDO, FL

32801-

Application Name: SR821 (HEFT) WIDENING FROM NW 106TH TO I-75
Project Location:

SR 821 (HEFT) AND NW 170 ST HIALEAH, FL 33150-

Project Description:
Project Overview

The proposed project is part of the widening of the Homestead Extension of Florida's Turnpike (HEFT), designated as State Road 821, and involves the construction of a new interchange to establish a connection to a Miami Dade County owned roadway located at NW 170th Street. The proposed scope of work entails the widening of the existing HEFT bridges over the Golden Glades Canal and work associated with the existing NW 107th Avenue Canal with construction of a "Diverging Diamond Interchange" at the intersection of the HEFT and proposed NW 170th Street improvements near the future proposed NW 107th Avenue. In addition, the proposed work includes the relocation of the Golden Glades Canal and the NW 107 Avenue Canal, the installation of four (4) culverts and connecting to a section of open canal underneath the interchange to establish and maintain the flood protection, drainage and management of water resources provided by the Golden Glades Canal and the NW 107 Avenue Canal.

PROPOSED WORK

Golden Glades Canal and NW 107 Avenue Canal Construction and Relocation Details

THE ABOVE NAMED PERMITTEE IS HEREBY AUTHORIZED TO PERFORM THE WORK SHOWN ON THE APPLICATION AND APPROVED DRAWINGS, PLANS, AND OTHER DOCUMENTS ATTACHED HERETO OR ON FILE WITH THE DEPARTMENT AND MADE PART HEREOF, SUBJECT TO THE ATTACHED GENERAL AND SPECIAL CONDITIONS.

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The Golden Glades Canal between the HEFT and the future proposed NW 107 Avenue will be relocated and replaced with two sections of 96-inch culverts separated by an open section of canal. The western section of culvert is approximately 510 feet long, the open section of canal is approximately 480 feet long and 40 feet wide and the eastern section of culvert is approximately 930 feet long. Three (3) - 60 foot by 40 foot canal maintenance pads with HS-20 loading capacity to service the Golden Glades Canal will be constructed in the designated areas shown in the approved plans entitled "Golden Glades Canal", pages 1-2 and 8-13, signed and sealed by Stephen William Dickenson on June 11, 2019, pages 6, 19 and 21 signed and sealed by David Michael Waddell on May 6, 2019, pages 23-50, signed and sealed by Eric L Whikehart on June 11, 2019, pages 80-84, signed and sealed by Sanam Rai on June 11, 2019, pages IT-01-IT-02, signed and sealed by Alexander Teal on June 4, 2018 and pages 103-104, signed and sealed by Adam Levine on June 6, 2019 excluding the specific pages 84A - 84F of the "Maintenance of Flow" plan and as per the guidelines found in the Miami-Dade County Public Works Manual.

The existing NW 107 Avenue Canal will be connected to the Golden Glades Canal by a 160-foot long 72-inch culvert pipe on the northwest side of the HEFT southbound off ramp. One (1) - 60 foot by 40 foot canal maintenance pad with HS-20 loading capacity to service the NW 107 Avenue Canal will be constructed in the designated area shown in the approved plans referenced above and as per the guidelines found in the Miami-Dade County Public Works Manual.

A 250-foot long 72-inch culvert pipe stub-out (GG-6) on the southeast side of the HEFT northbound off ramp will be provided for a future proposed NW 107 Avenue Canal.

For the purposes of this Class III permit, "Relocated Canal" shall mean all of the to-be-constructed open canal, culverts and associated appurtenances, as shown on the approved plans entitled "Golden Glades Canal", pages 1-2 and 8-13, signed and sealed by Stephen William Dickenson on June 11, 2019, pages 6, 19 and 21 signed and sealed by David Michael Waddell on May 6, 2019, pages 23-50, signed and sealed by Eric L Whikehart on June 11, 2019, pages 80-84, signed and sealed by Sanam Rai on June 11, 2019, pages IT-01-IT-02, signed and sealed by Alexander Teal on June 4, 2018 and pages 103-104, signed and sealed by Adam Levine on June 6, 2019 excluding the specific pages 84A - 84F of the "Maintenance of Flow" plan and as per the guidelines found in the Miami-Dade County Public Works Manual.

Proposed Work within respect certain County canal deeds, easements, and reservations:

a. Within the Canal Right-of-Way Deed recorded in Official Record Book 5176, Page 38 - FDOT proposes to construct portions of the Diverging Diamond Interchange; FDOT proposes to construct the transition of the Relocated Canal connecting to the existing canal on the west side of the Diverging Diamond Interchange; and FDOT intends to temporarily store the soil spoils from the excavation of the Golden Glades Canal.

b. Within the Canal Maintenance Easement of the Golden Glades Canal as recorded in Official Record Book 5176, Page 60 - FDOT proposes to construct the transition of the Relocated Canal connecting to the existing canal on the west side of the Diverging Diamond Interchange, and FDOT intends to temporarily store the soil spoils from the excavation of the Golden Glades Canal.

c. Within the County's Rights in Reservation for canal and levee purposes recorded in Official Record Book 1578, Page 274 - FDOT proposes to construct the transition of the Relocated Canal connecting to the existing canal on the west side of the Diverging Diamond Interchange; FDOT proposes to construct one (1) 72-inch culvert to connect the NW 107 Avenue Canal to the Golden Glades Canal on the west side of the HEFT; FDOT intends to construct portions of the Diverging Diamond Interchange; FDOT proposes to construct two (2) culverted sections of 96-inch pipe under the bridged portion of the Diverging Diamond with an open section of canal between both culverts; and FDOT proposes (1) 72-inch culvert to connect the future NW 107 Avenue Canal to the Golden Glades Canal located on the east side of the HEFT, south of NW 170 Street.

d. Within the County Canal Rights in Reservation for canal and levee purposes recorded in Official Record Book 1587, Page 279 - FDOT proposes to construct portions of the Diverging Diamond Interchange a 250-foot long 72-inch culvert pipe stub-out (GG-6) on the southeast side of the HEFT northbound off ramp will be provided for a future proposed NW 107 Avenue Canal.

e. Within the Canal Right-of-Way Deed recorded in Official Record Book 5139, Page 103 - FDOT proposes to expand the HEFT; FDOT proposes to construct portions of the Diverging

Diamond Interchange; FDOT proposes to construct a portion of the 96-inch culvert; FDOT proposes to construct a section of open canal for a portion of the replacement of the Golden Glades Canal; and FDOT proposes to construct the transition of the Relocated Canal connecting to the existing canal on the east side of the Diverging Diamond Interchange.

f. Within the Canal Maintenance Easement of the Golden Glades Canal as recorded in Official Record Book 5139, Page 99 - FDOT proposes to expand the HEFT; FDOT proposes to construct portions of the Diverging Diamond Interchange; FDOT intends to continue a portion of the 96-inch culvert; FDOT proposes to construct a section of open canal for a portion of the replacement of the Golden Glades Canal; and FDOT proposes to construct the transition of the Relocated Canal connecting to the existing canal on the east side of the Diverging Diamond Interchange.

Specific Conditions:

1. No work authorized by this permit shall commence until the name, address, telephone number, and license number of the contractor who will be performing the work has been submitted and until written acceptance of the contractor by DERM has been issued with respect to this permit.
2. This permit represents certain proprietary authorizations over property over which Miami-Dade County has property interests, and the issuance of this permit does not create, grant or otherwise convey any property interest or vested rights, and this permit may be revoked by DERM at any time. This permit involves proposed work on property under the direct control of Miami-Dade County, and the permittee has requested the conveyance of certain property interests from Miami-Dade County to the permittee. In addition, the permittee proposes to construct portions of a

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replacement drainage canal for the County on lands that are not under the County's direct control, and to convey certain property interests in those areas to the County. Transactions involving conveyance or acceptance of property interests by Miami-Dade County are matters that require action and approval of the Board of County Commissioners. Therefore, notwithstanding anything in this permit to the contrary, no work authorized by this permit shall occur until transactions involving County property interests are approved by the Board of County Commissioners, and the permittee has received written authorization to proceed from DERM. In addition, before undertaking any work authorized by this permit, the permittee shall be required to comply with the conditions required by the Board of County Commissioners.

3. This permit authorizes work as depicted on the DERM approved plans entitled "Golden Glades Canal", pages 1- 2 and 8 -13, signed and sealed by Stephen William Dickenson on June 11, 2019, pages 6, 19 and 21 signed and sealed by David Michael Waddell on May 6, 2019, pages 23-50, signed and sealed by Eric L Whitehart on June 11, 2019, pages 80-84, signed and sealed by Sanam Rai on June 11, 2019, pages IT-01-IT-02, signed and sealed by Alexander Teal on June 4, 2018 and pages 103-104, signed and sealed by Adam Levine on June 6, 2019 excluding the specific pages 84A - 84F of the "Maintenance of Flow" plan and as per the guidelines found in the Miami-Dade County Public Works Manual subject to the conditions of this permit, and provided there is no disruption to the level of service the existing Golden Glades and NW 107 Avenue Canals provide to Miami-Dade County for flood protection, drainage and management of water resources. If any work is proposed in the existing canals prior to final acceptance of the Relocated Canals, the permittee shall submit a "Maintenance of Flow" plan to DERM for review and approval detailing how the existing level of service of the canal is to be maintained. The permittee shall preserve the full function of the existing Golden Glades and NW 107 Avenue Canals until such time that (a) The "Maintenance of Flow" plan is approved by DERM in writing, or (b) the Relocated Canals are constructed, connected, reviewed and approved for acceptance by Miami-Dade County via written notice.
4. As required in Special Condition #3 and upon completion of the Relocated Canal, the permittee shall submit to DERM for review and approval final as-built plans signed and sealed by a professional engineer licensed in the State of Florida for the Relocated Canal work authorized pursuant to the subject Class III permit, and an engineering certification that construction of the Relocated Canal was completed in accordance with the approved plans.
5. All work shall be constructed in conformance with the plans "Golden Glades Canal", pages 1- 2 and 8 -13, signed and sealed by Stephen William Dickenson on June 11, 2019, pages 6, 19 and 21 signed and sealed by David Michael Waddell on May 6, 2019, pages 23-50, signed and sealed by Eric L Whitehart on June 11, 2019, pages 80-84, signed and sealed by Sanam Rai on June 11, 2019, pages IT-01-IT-02, signed and sealed by Alexander Teal on June 4, 2018 and pages 103-104, signed and sealed by Adam Levine on June 6, 2019 excluding the specific pages 84A - 84F of the "Maintenance of Flow" plan and as per the guidelines found in the Miami-Dade County Public Works Manual. Any references in the DERM approved plans to the disposition of any property interest, or to a flow right permit for a portion of the above-mentioned property are not binding on Miami-Dade County nor approved as part of this Class III permit.
6. Any modifications to the DERM approved plans listed in "Specific Condition 3" of the subject Class III permit shall be submitted to DERM for review and approval prior to the implementation of any such revisions.

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7. The permittee shall not allow positive drainage, as defined in Section 24-5 of the Code of Miami-Dade County, into the Golden Glades Canal or into the NW 107 Avenue Canal. Prior to constructing any drainage system components connecting to the Golden Glades Canal or the NW 107 Avenue Canal, the permittee shall obtain prior written approval from DERM. Any proposed water quality system shall be submitted on updated construction plans signed and sealed by a professional engineer licensed in the State of Florida for review and approval by DERM prior to construction.
8. Unless otherwise authorized by DERM in writing, prior to undertaking any construction authorized in this permit, the permittee shall submit updated construction plans signed and sealed by a professional engineer licensed in the State of Florida detailing the following:
 - a) All autoturns, fence details and fence openings, as required by the Road, Bridge, & Canal Maintenance Division of the Miami-Dade County Department of Transportation and Public Works for review and approval by DERM.
 - b) The installation of manholes for maintenance purposes located at a minimum of every 300 feet along the eastern section of the 96-inch culvert that is approximately 900 feet long from GG-3A to GG-5A for review and approval by DERM.
9. All areas necessary for construction, maintenance, and access to Miami-Dade County canals, including but not limited to canals, culverts, canal banks, canal maintenance pads, canal right-of-way and canal maintenance easements, shall meet the design loading standards of the Miami-Dade County Public Works Manual and be designed with HS-20 loading capacity.
10. The contractor shall remove all unsuitable material, within the limits of the work, prior to or during construction activities authorized by the subject Class III permit. Any fill material to be used shall meet the definition of clean fill pursuant to Section 24-5 of the Code of Miami-Dade County (Code).
11. All spoils from the canal shall be stored and disposed of properly, in accordance with all federal, state and local regulations. If DERM determines that the canal spoils are contaminated, the permittee shall be notified in a timely manner and shall perform appropriate measures to contain and dispose of the contaminated spoils according to DERM approved best management practices.
12. Unless otherwise approved by DERM in writing, work authorized by the subject Class III permit shall not interfere with the drainage conveyance flow in the Golden Glades Canal and the NW 107th Avenue Canal. The permittee shall be required to notify DERM if any obstruction to the flow in these canals is detected as a result of the authorized work and take immediate corrective actions within 48 hours of the impairment, unless otherwise approved by DERM.
13. In the event of heavy rainfall or large tropical storm events, or upon notification by DERM, the permittee and licensed contractor shall remove any potential obstructions as a result of the in-water construction activities authorized in the subject Class III permit which may interfere with the drainage conveyance flow of the Golden Glades Canal and the NW 107 Ave Canal including but not limited to, turbidity curtains, haybales, barges, construction equipment, etc.
14. The permittee and the contractor shall take all necessary measures to prevent oil, grease, and debris from entering the canal as a result of construction activities.
15. Installation of temporary pollution prevention measures such as floating turbidity barriers and turbidity fences shall be implemented in order to minimize adverse environmental impacts to natural resources and surrounding surface waters.
16. The contractor shall implement all Best Management Practices (BMP's) for stormwater erosion and sedimentation control during construction of this project in compliance with the National Pollutant Discharge Elimination System requirements.

General Conditions:

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17. DERM shall be notified no later than forty-eight (48) hours and no earlier than five (5) days prior to the commencement of the work authorized by this permit, unless otherwise noted herein. The permittee and/or contractor may notify DERM by calling (305) 372-6681 or by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or facsimile at (305) 372-6489.
18. This permit or a copy thereof, complete with all conditions, attachments, exhibits and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by DERM staff. The permittee shall require the contractor to review the complete permit prior to the commencement of the activity authorized by this permit.
19. All plans and documents referenced in this permit are part of the conditions of this permit. In the case of a conflict between any of the approved plans and any condition of this permit, a determination as to which plan or condition to be followed will be made by DERM.
20. This permit only authorizes work summarized in this document and in the conditions of this permit. Any additional work not shown in this permit or on the approved plans shall require additional Class III permit approval.
21. This class III Permit does not authorize any dewatering activities on the subject property. A separate Class V Permit from Water Control Section, (305) 372-6681, is required for this activity.
22. The time allotted to complete the work for which this permit has been issued shall be limited to the period stipulated on the permit unless the permittee requests an extension of time from DERM. The time extension request form must be submitted at least thirty (30) calendar days prior to the time of expiration of the time period set forth in the permit or in a prior extension of time. Applications for extensions of time that are not timely filed pursuant to Section 24-48.9(2)(b) of the Code of Miami-Dade County will be returned to the applicant.
23. The permittee must allow DERM representatives to inspect the authorized activity during normal business hours to ensure that the work authorized through this permit is being, or has been accomplished in accordance with the terms and conditions of this permit.
24. Compliance with Chapter 24 of the Code of Miami-Dade County as well as all General and Specific Conditions contained in this permit, is required. If DERM determines that the permittee and/or contractor is not performing the construction in accordance with the conditions of the permit, the Code, or the approved plans upon which the permit was issued, DERM may order suspension of the permit or the stopping of work until such time as the permittee and/or the contractor has complied with the permit, plans or standards. In such case, the permittee or the contractor or both shall take all necessary precautions to leave the work area in a safe and secure condition.
25. If any contamination is encountered on site during construction, the contractor shall immediately cease all subsurface disturbances and notify DERM by calling (305) 372-6955, (305) 372-6700, or (305) 372-6681.
26. The permittee shall be responsible for establishing adequate measures and engineering controls during construction to ensure compliance with the water quality standards stipulated in Section 24-42(3) of the Code of Miami-Dade County.

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27. The permittee shall apply sediment and erosion control measures along the perimeter of the construction site to protect the adjacent properties from sediment and turbidity discharge and erosion damage.
28. Turbidity may not exceed twenty-nine (29) Nephelometric Turbidity Units (NTU's) above background within surrounding surface waters, and within Outstanding Florida Waters, the standards is no degradation above background levels. If the turbidity levels exceed the above standard, all construction activity shall stop and additional turbidity controls shall be implemented. The construction activity shall not resume until the contractor has received authorization from DERM. At DERM's discretion, turbidity samples may be required and shall be collected in accordance with Section 24-44.2(3) of the Code of Miami-Dade County, or as specified by DERM, and the results sent directly to the section.
29. The PERMITTEE shall indemnify, and hold harmless the County and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance under this Permit by the PERMITTEE or the PERMITTEE's officers, employees, agents, servants, partners, principals or subcontractors. The PERMITTEE shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The PERMITTEE expressly understands and agrees that any insurance protection required by this Permit or otherwise provided by PERMITTEE shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.
30. The permittee shall take all necessary precautions to prevent construction or demolition debris from falling into adjacent water bodies or wetlands. Any debris that falls into the adjacent water bodies or wetlands shall be removed immediately via a methodology approved by DERM. Construction and demolition debris shall be disposed of in accordance with all Federal, State and Local regulations.
31. Unless otherwise authorized by this permit, any water body affected by the construction activity must be restored to its pre-existing condition. The permittee shall also be responsible for ensuring complete removal of accumulated sediments, turbidity curtains, and other devices in a water body that would reduce its conveyance or storage capacity. The permittee is responsible in securing any permits required for this restoration work.
32. The permittee shall comply with the provisions of Chapter 16A of the Code of Miami-Dade County related to Historic Preservation to preserve known and potential archeological resources in the area that are subject to this permit.
33. A NPDES (National Pollutant Discharge Elimination System) Stormwater Permit may be required as per Rule 62-621.300(4), F.A.C. for the proposed construction activity. Please contact the Florida Department of Environmental Protection NPDES Stormwater Section at (850) 245-7522 or www.dep.state.fl.us/water/stormwater/NPDES.
34. If any work or activity associated with this project is to take place in-water:
 - a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

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- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922 and RER at 305.372.6452. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.
35. All work authorized by this permit shall be performed by the contractor and/or subcontractor holding an applicable certificate of competency and shall be licensed in Miami-Dade County to perform such work. Any work that is subcontracted shall require that the permittee and contractor (i.e. the contractor listed on this permit) notify DERM at (305) 372-6681 or by facsimile at (305) 372-6489 a minimum of seventy-two hours prior to the subcontractor performing any work. Notification shall include the name of the subcontractor performing the work, the subcontractor's Miami-Dade County license number or state general contractor license number and scope of work.
36. A performance and/or mitigation bond may be held to ensure compliance with the aforementioned conditions and the completion of any required mitigation. Failure to comply with any of these conditions may result in the revocation by Miami-Dade County of all or a portion of the bond without further notice. The bond shall remain in force for up to six (6) months after the approved completion date if the work covered by the bond.
37. If the engineer who provided certification pursuant to Section 24-48.2(I)(B)(2) of the code or pursuant to Section 24-48.2(II)(A)(4) of the code is discharged by the permittee, property owner or his agent, or if said engineer ceases to work on the proposed or approved work, all work allowed by this permit shall immediately cease

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and shall not be resumed until a new engineer is obtained. The property owner shall also be required to obtain a new engineer who shall meet all the requirements of this permit.

38. Issuance of this permit does not relieve the applicant from obtaining all required federal, State and local permits.
39. By issuance of this permit, the Miami-Dade County does not purport to convey, lessen or diminish any ownership, existing canal right-of-way, canal maintenance easement, or canal reservation. Furthermore, Miami-Dade County reserves the right to revoke this permit at any time if deemed necessary and require full restoration of the site.
40. Within thirty (30) days after completion of the work, the permittee or contractor shall file record drawings or as-builts certified by the engineer of record with DERM.
41. FOR CONSTRUCTION ACTIVITIES THAT DISTURB ONE (1) ACRE OR GREATER, A NPDES GENERIC PERMIT IS REQUIRED. To apply for this permit call FDEP Stormwater Program: (850) 245-7522 or visit Florida DEP NPDES website at: <http://www.dep.state.fl.us/water/stormwater/npdes/construction3.htm>, to apply on-line.
42. The permittee shall retain a copy of the stormwater pollution prevention plan (SWPPP) and all reports, records and documentation required by this permit at the construction site, or an appropriate alternative location as specified in the Notice of Intent (NOI), from the date of project initiation to the date of final stabilization . Please refer to DEP Document No. 62-621.3000 (4) (a): <http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>

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