

MEMORANDUM

Agenda Item No. 8(H)(2)

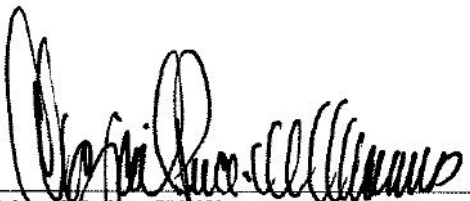
TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: October 6, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a Florida Department of Transportation (FDOT) restrictive covenant and associated agreement on a portion of Quail Roost Park, located at 11336 SW 186 Street, for the removal and replacement of park improvements currently obstructing sightlines for traffic on Quail Roost Drive and to restrict future sightline obstructions; authorizing the County Mayor to execute the restrictive covenant and purchase agreement for a payment of \$35,520.00 from FDOT to the County, and exercise all provisions contained therein

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.


Abigail Price-Williams
County Attorney

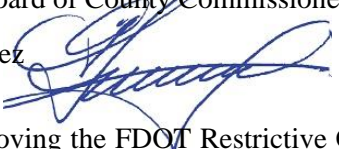
APW/uw

Memorandum



Date: October 6, 2020

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

From: Carlos A. Gimenez 
Mayor

Subject: Resolution Approving the FDOT Restrictive Covenant and Agreement on a Portion of Quail Roost Park

Recommendation

It is recommended that the Board of County Commissioners adopt the attached resolution approving the Florida Department of Transportation (FDOT) restrictive covenant and associated agreement, restricting the use of a portion of Quail Roost Park and allowing access rights to FDOT. The agreement authorizes a restrictive covenant, which will restrict sightline obstructions from being installed in a portion of Quail Roost Park and will allow FDOT the ability to enter that portion of the park in the future to remove vegetation or any other obstructions to the sightline. The agreement provides for FDOT to remove improvements currently obstructing sightlines, consisting of one tree and a portion of the existing fence and to plant a new replacement tree and install a new section of fence in a location along the park perimeter that will not obstruct traffic sightlines from Quail Roost Drive. In the agreement, FDOT has agreed to pay the County \$35,350.00 for the rights granted therein.

Scope

Quail Roost Park is located at 11336 SW 186 Street, Miami, FL 33157 (Folio # 30-6006-003-0070) in County Commission District 9, represented by Commissioner Dennis C. Moss.

Fiscal Impact/Funding Source

The fiscal impact is positive; the County will receive a payment of \$35,520 from FDOT upon execution of the agreement, into index code CPE343935018.

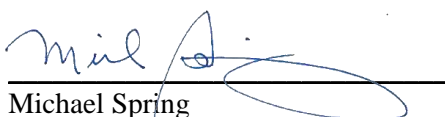
Track Record/Monitor

The Parks, Recreation and Open Spaces Department's Planning Landscape Architect II, Jessica Blackwell, will ensure completion of the documents, and delivery to the Clerk for recording in the official Records.

Background

FDOT has identified a safety issue along Quail Roost Drive, adjacent to Quail Roost Park. A portion of the park perimeter fence and one tree obstruct views from traffic along Quail Roost Drive. The agreement and restrictive covenant (Attachment A to the resolution) pertain to an approximately 1,534 square foot area of the park. FDOT will remove a section of the fence and reinstall new fencing in a location that will not obstruct sightlines of vehicular traffic. FDOT will remove one tree and replace it with a new tree of equal type and size, planted further into the park. The covenant will restrict the approximately 1,534 square foot area of the park from having any improvements or vegetation above 6 inches in height to maintain clear sight lines for vehicular traffic on Quail Roost Drive. There is no impact to the function or aesthetics of the park.

Attachment


Michael Spring
Senior Advisor



MEMORANDUM (Revised)

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

DATE: October 6, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(H)(2)

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
Veto _____
Override _____

Agenda Item No. 8(H)(2)
10-6-20

RESOLUTION NO. _____

RESOLUTION APPROVING A FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RESTRICTIVE COVENANT AND ASSOCIATED AGREEMENT ON A PORTION OF QUAIL ROOST PARK, LOCATED AT 11336 SW 186 STREET, FOR THE REMOVAL AND REPLACEMENT OF PARK IMPROVEMENTS CURRENTLY OBSTRUCTING SIGHTLINES FOR TRAFFIC ON QUAIL ROOST DRIVE AND TO RESTRICT FUTURE SIGHTLINE OBSTRUCTIONS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE RESTRICTIVE COVENANT AND PURCHASE AGREEMENT FOR A PAYMENT OF \$35,520.00 FROM FDOT TO THE COUNTY, AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, the County, through its Parks, Recreation and Open Spaces Department, operates Quail Roost Park, located at 11336 SW 186 Street in Miami, FL 33157, Folio 30-6006-003-0070; and

WHEREAS, the Florida Department of Transportation (FDOT) is repaving the section of Quail Roost Drive (State Road 994) adjacent to Quail Roost Park; and

WHEREAS, FDOT has determined that the sightlines for vehicular traffic traveling along Quail Roost Drive, adjacent to Quail Roost Park are below safety standards, with sightlines obstructed by a tree and fence located along the perimeter of the park; and

WHEREAS, FDOT requests that a 1,534 square foot area of the park be placed under restrictive covenant to prevent future sightline obstructions; and

WHEREAS, FDOT has agreed to pay for the value of the land encumbered by the restrictive covenant and the value of the existing improvements to the land; and

WHEREAS, FDOT will be completing the site work necessary for the removal and replacement of the park improvements currently obstructing the roadway sightlines, consisting of a section of park perimeter fence and one tree as shown in the attached Attachment A; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

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

Section 1. This Board adopts the foregoing recitals as if fully set forth herein.

Section 2. This Board hereby approves the FDOT Restrictive Covenant and associated Agreement, in exchange for a payment from FDOT of \$35,520.00 to the County for the value of the land encumbrance and existing improvements at Quail Roost Park, in substantially the form attached hereto as Attachment A and made a part hereof, and authorizes the County Mayor or County Mayor's designee to execute the FDOT Restrictive Covenant and Agreement and to exercise all provisions contained therein.

Section 3. This Board, pursuant to Resolution No.: R-974-09, (a) directs the County Mayor or County Mayor's designee to record the Restrictive Covenant in the Public Records of Miami-Dade County and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of recordation of the Restrictive Covenant; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of said Restrictive Covenant 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.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 6th day of October, 2020. 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.

MRP

Monica Rizo Perez

ATTACHMENT A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PURCHASE AGREEMENT

575-030-07a
RIGHT OF WAY
OGC - 10/16
Page 1 of 4

ITEM SEGMENT NO.: 429341-3
DISTRICT: 6
FEDERAL PROJECT NO.: N/A
STATE ROAD NO.: 994
COUNTY: Miami-Dade
PARCEL NO.: 800

Seller: Miami-Dade County Parks and Recreation

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions:

I. Description of Property:

(a) Estate Being Purchased: ☐ Fee Simple ☒ Restrictive Covenant ☐ Temporary Easement ☐ Leasehold

(b) Real Property Described As: Declaration of Restrictive Covenants Running with the Land containing 1,534 sq. ft. of land, more or less including perimeter fencing, posts, a tree and concrete paving for the purpose of providing the operators of vehicles on SR 994/Quail Roost Drive with an unobstructed view into perpetuity attached hereto as Exhibit A.

(c) Personal Property: N/A

(d) Outdoor Advertising Structure(s) Permit Number(s): N/A

Buildings, Structures, Fixtures and Other Improvements Owned By Others: N/A

These items are NOT included in this agreement. A separate offer is being, or has been, made for these items.

II. PURCHASE PRICE

(a) Real Property

Land	1. \$ <u>13,810.00</u>
Improvements	2. \$ <u>21,710.00</u>
Real Estate Damages (Severance/Cost-to-Cure)	3. \$ <u>0.00</u>

Total Real Property	4. \$ <u>35,520.00</u>
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(b) Total Personal Property	5. \$ <u>0.00</u>
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(c) Fees and Costs

Attorney Fees	6. \$ <u>0.00</u>
Appraiser Fees	7. \$ <u>0.00</u>
<u>N/A</u>	
<u>N/A</u>	
<u>N/A</u> Fee(s)	8. \$ <u>0.00</u>

Total Fees and Costs	9. \$ <u>0.00</u>
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(d) Total Business Damages	10. \$ <u>0.00</u>
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(e) Total of Other Costs	11. \$ <u>0.00</u>
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List: N/A
N/A

Total Purchase Price (Add Lines 4, 5, 9, 10 and 11)	\$ <u>35,520.00</u>
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Total Global Settlement Amount

(f) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer at Closing	\$ <u>35,520.00</u>
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(g) Portion of Total Purchase Price or Global Settlement Amount to be paid to Seller by Buyer upon surrender of possession or <u>N/A</u>	\$ <u>0.00</u>
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III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in **Section I** of this agreement until the day of closing. The property shall be maintained in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in **Section I** of this agreement by Seller extending beyond the day of closing must be pursuant to a lease from Buyer to Seller.
- (e) The property described in **Section I** of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to **Section 337.25 Florida Statutes**.
- (f) Pursuant to **Rule 14-10.004, Florida Administrative Code**, Seller shall deliver completed **Outdoor Advertising Permit Cancellation Form(s), Form Number 575-070-12**, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in **Section I** of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) at closing.
- (g) Seller agrees that the real property described in **Section I** of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and buyer agree that this agreement represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: Prior to closing, any encumbrances or interests affecting the rights and interests acquired hereunder must be addressed in accordance with Buyer's requirements. Buyer and Seller agree all fees, costs and business damages, if any, are included in this purchase agreement.
- (j) Seller and Buyer agree that a real estate closing pursuant to the terms of this agreement shall be contingent on delivery by Seller of an executed Public Disclosure Affidavit in accordance with **Section 286.23, Florida Statutes**.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. Typewritten or Handwritten Provisions

Any typewritten or handwritten provisions inserted into or attached to this agreement as addenda must be initialed by both Seller and Buyer.

- ☒ There is an addendum to this agreement. Page Exhibit B is made a part of this agreement.
- ☐ There is not an addendum to this agreement.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711, Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final Agency Acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer in **Section VII** of this agreement.

Seller(s)

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Buyer

State of Florida Department of Transportation

BY: _____
Signature Date

Type or Print Name and Title

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted Final Agency Acceptance this _____ day of _____, _____.

BY: _____
Signature Type or Print Name and Title

Legal Review: _____
Date

Type or Print Name and Title

ADDITIONAL SIGNATURES

575-030-07
RIGHT OF WAY
OGC - 12/09
Page 4 of 4

SELLER(S):

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

Type or Print Name

Signature Date

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Signature Date

Type or Print Name

Signature Date

Type or Print Name

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Signature Date

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07-PE.11-04/93

This instrument prepared by,
or under the direction of,

Alicia Trujillo, Esq.
District General Counsel
State of Florida

EXHIBIT A

Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172
May 17, 2019 - MF

Parcel No. : 800.1R(2/25/2020)MF
Item/Segment No. : 429341-3
Managing District : 6
Parcel Folio : 30-6006-003-0070

DECLARATION OF RESTRICTIVE COVENANTS RUNNING WITH THE LAND

THIS DECLARATION OF RESTRICTIVE COVENANTS, is made this ____ day of _____, 20 ____, by **MIAMI-DADE COUNTY PARKS AND RECREATION**, a political subdivision of the State of Florida, ("Owner").

WHEREAS, Owner is the fee simple owner of the following described real property, and improvements thereon, (the "Property"), lying, being and situated in Miami-Dade County, Florida:

AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND TO BE MADE A PART HEREOF

WHEREAS the Property is located adjacent to SR 994/Quail Roost Drive, and improvements on the Property have the potential to obstruct the view of drivers on SR 994/Quail Roost Drive in a manner that affects safety and flow of traffic on the roadway;

WHEREAS the Florida Department of Transportation ("FDOT") is the owner of SR 994/Quail Roost Drive and is in the process of improving SR 994/Quail Roost Drive, and in connection with those improvements requires a clear line of sight for drivers on that roadway over the Property;

WHEREAS the purpose of this instrument is to provide the operators of vehicles on SR 994/Quail Roost Drive with an unobstructed view across, over, upon and through the Property;

NOW, THEREFORE, Owner hereby unconditionally and irrevocably declares and covenants with FDOT that the Property shall be held and subject to the restrictions and conditions as set forth herein, that shall run with the Property, and be binding on all parties that have or shall have any right, title or interest in the Property:

1. **Restrictions:** The following covenants and restrictions shall burden the Property, and run with title to the Property:
 - a. Owner shall not erect, install, or place at any time any building(s), structure(s), sign(s), vegetation, landscaping, fencing or other obstruction, manmade or otherwise, on the Property which may interfere in any way with the view of operators of vehicles across the Sight Easement. Further, Owner shall not erect, install or place any such obstructions which rise more than six (6) inches in height from the ground.

- b. Owner may only install and maintain groundcover landscaping within the Property if such landscaping meets all other conditions and terms of this instrument. The maintenance of any such landscaping is the responsibility of Owner, at its sole cost and expense.
 - c. Owner is obligated to maintain, at its sole cost and expense, the Property free of obstructions to vision as required by this instrument and by all applicable laws, regulations, codes and ordinances.
 - d. Owner hereby expressly permits entry by FDOT, its employees, agents, contractors, successors, assigns and representatives upon the Property without furnishing notice of said entry to Owner, at any time to inspect the premises and remove, when appropriate, any improvements, landscaping, or other obstructions which rise more than six (6) inches in height from the ground, either partially or in their entirety, as FDOT deems necessary within its sole discretion. FDOT's rights hereunder shall include rights to enter upon the Property with machinery, vehicles, and materials.
2. **Covenant Running with the Land/Term:** This Declaration shall constitute a covenant running with the land benefitting FDOT and the general public and shall be recorded in the Public Records of Miami-Dade County, Florida. The provisions of this Declaration shall become effective upon their recordation in the Public Records of Miami-Dade County, Florida. The provisions herein shall remain in full force and effect, and shall be binding on the Property in perpetuity, and shall apply to and be binding upon the successors and assigns of Owner and to any and all parties hereafter having any right, title or interest in the Property or any part thereof. The recordation of this instrument in the Public Records of Miami-Dade shall serve as notice to any and all parties that the covenants, obligations and restrictions stipulated herein shall run with the land, and shall be binding upon all parties hereafter having any right, title or interest in the Property until such time as the same shall be cancelled or released as provided for in Paragraph 3 of this Declaration.
3. **Modification, Amendment or Release:** This Declaration may only be modified, amended, suspended, terminated, released or revoked as to the Property herein described, or any portion thereof, by written instrument executed by the then Owner or Owners of all of the Property, including joinder of all mortgagees, if any, subject to the express written authorization of FDOT, by its District 6 Secretary. Any such modification, amendment, suspension, termination, release or revocation, once approved and authorized by all parties, including the written approval of FDOT, shall be recorded in the Public Records of Miami-Dade County, Florida. A copy of such recordation shall be sent to the FDOT within 30-days from date of recording.
4. **Entire Agreement:** This instrument sets forth the entire agreement of the parties with respect to this Declaration. If any provision is found to be invalid, by judgment of Court, the remainder of the provisions of this Declaration shall not be thereby affected.
5. **Construction:** Both Owner and FDOT participated in the negotiation and drafting of this Declaration and, as a result, this Declaration should not be construed more strictly against either party.

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

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

County of Miami-Dade, Florida,
By its Board of County Commissioners

By: _____

County Mayor

(Address)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____
20____, by _____, Chairperson (or Vice-Chairperson), who is personally
known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any: _____

EXHIBIT "A"

LEGAL DESCRIPTION - PARCEL 800:

A portion of Tract 11 of PERRINE GRANT, as recorded in Plat Book 1, Page 5 of the Public Records of Miami-Dade County, Florida, lying in the Northwest one-quarter (NW 1/4) of Section 6, Township 56 South, Range 40 East, Miami-Dade County, Florida and being more particularly described as follows:

COMMENCE at the Northwest corner of Tract "A" of PRESIDENT SUBDIVISION, as recorded in Plat Book 155, Page 30 of the Public Records of Miami-Dade County, Florida, said point lying on the Southeasterly Right of Way line of State Road No. 994 (Quail Roost Drive), Section 87091; thence N45°05'54"E, along said Southeasterly Right of Way line of State Road No. 994, for a distance of 8.72 feet to the beginning of a curve concave to the Southeast, having a radius of 627.15 feet, a chord bearing of N46°11'06"E and a chord distance of 23.79 feet; thence run Northeasterly along the arc of said curve, through a central angle of 02°10'24", for an arc distance of 23.79 feet to the POINT OF BEGINNING of the hereinafter described parcel:

Thence continue along said 627.15 foot radius curve concave to the Southeast, having a chord bearing of N61°41'42"E and a chord distance of 312.43 feet; thence run Northeasterly along the arc of said curve, through a central angle of 28°50'49", for an arc distance of 315.75 feet; thence S68°12'40"W, departing said curve and existing Right of Way line of State Road No. 994, for a distance of 86.26 feet to the beginning of a curve concave to the Southeast, having a radius of 621.16 feet, a chord bearing of S61°41'47"W and a chord distance of 140.95 feet; thence run Southwesterly along the arc of said curve, through a central angle of 13°01'45", for an arc distance of 141.25 feet; thence S55°10'55"W for a distance of 86.33 feet to a point on aforementioned existing Right of Way line of State Road No. 994 and the POINT OF BEGINNING.

Containing 1,534 square feet, more or less.

GENERAL NOTES:

- Reproductions of this map are not valid without the signature and the original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
- Lands shown hereon were abstracted for right-of-way, easement of record, ownership, abandonments, deed restrictions, and Murphy Act Deeds. Title Search performed by American Government Services Corporation, Search Number 29138.
- Bearings are based on the Baseline of Survey of State Road 994 (QUAIL ROOST DRIVE), having a bearing of N45°05'54"E, as shown in Florida Department of Transportation (FDOT) RIGHT OF WAY MAP for said State Road 994, F.P. 429341-2, prepared by Maser Consulting P.A., dated May 2018.
- Existing Right-of-Way lines, dimensions and areas are based on survey prepared by Maser Consulting P.A. for this project and CADD files provided by FDOT, Project No. 429341-3.
- Station and offsets shown hereon are relative to the State Road 994 Baseline of Survey.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- This Sketch to Accompany Legal Description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mappers, referenced in Rule 5J-17 Florida Administrative code pursuant to Section 472.027, Florida Statutes.

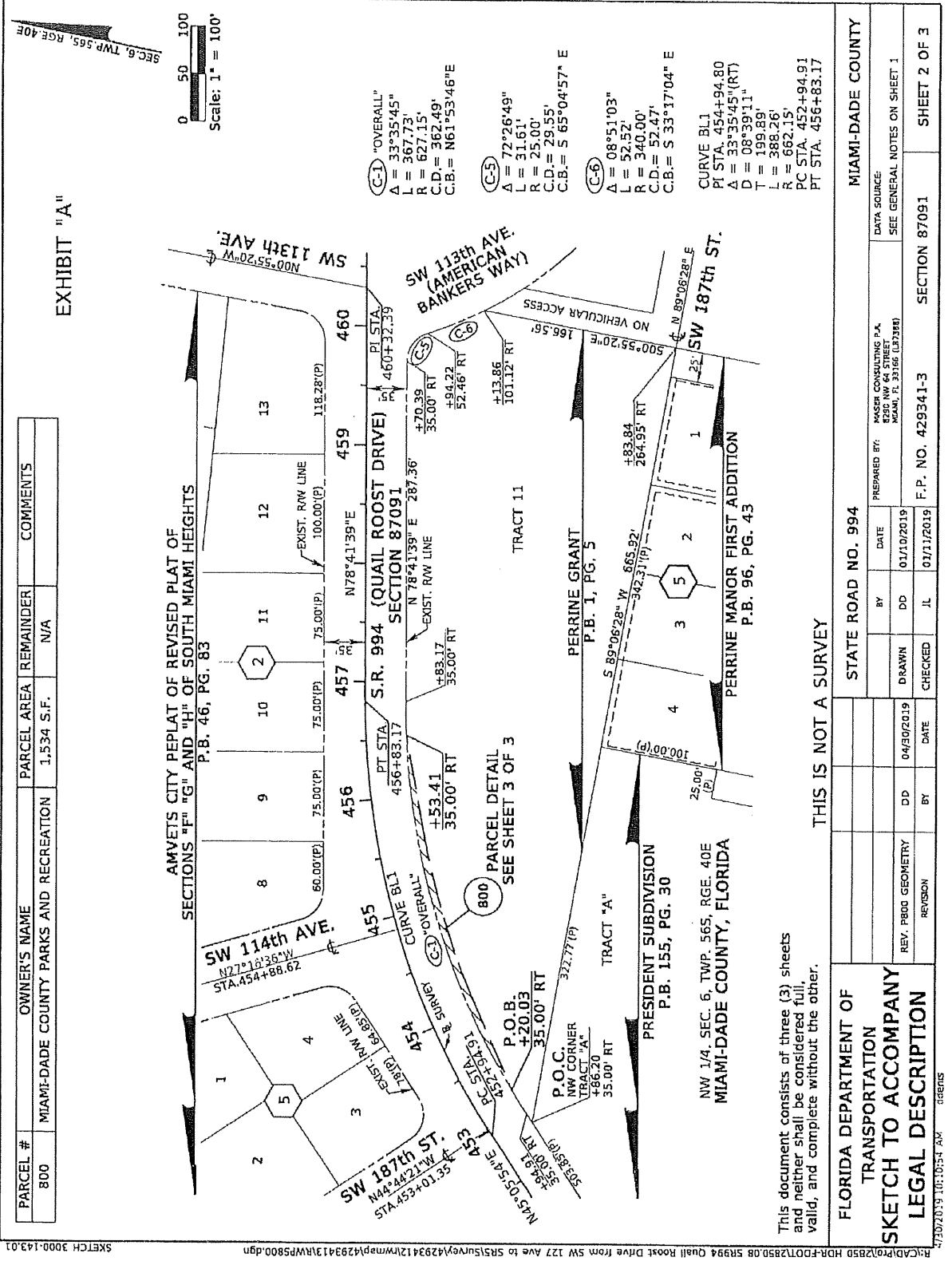
JOHN LIPTAK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 5664

DATE

This document consists of three (3) sheets and neither shall be considered full, valid, and complete without the other.

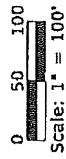
THIS IS NOT A SURVEY

				FLORIDA DEPARTMENT OF TRANSPORTATION			
				SKETCH TO ACCOMPANY LEGAL DESCRIPTION			
				STATE ROAD NO. 994			
				MIAMI-DADE COUNTY			
REV. P800 GEOMETRY		DD	04/30/2019	DRAWN	DD	01/10/2019	PREPARED BY: MASER CONSULTING P.A. 8290 NW 64 STREET MIAMI, FL 33166 (L07388)
REVISION		BY	DATE	CHECKED	JL	01/11/2019	DATA SOURCE: SEE GENERAL NOTES
				F.P. NO. 429341-3		SECTION 87091	SHEET 1 OF 3



PARCEL #	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
800	MIAMI-DADE COUNTY PARKS AND RECREATION	1.534 S.F.	N/A	

EXHIBIT "A"



SEC. 6, TWP. 56S, RGE. 40E

This document consists of three (3) sheets and neither shall be considered full, valid, and complete without the other.

THIS IS NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION		STATE ROAD NO. 994		MIAMI-DADE COUNTY	
SKETCH TO ACCOMPANY LEGAL DESCRIPTION		PREPARED BY: MAGER CONSULTING P.A. 1001 N. W. 55th St. Suite 1000		DATA SOURCE: SEE GENERAL NOTES ON SHEET 1	
REV. 0000	GEOMETRY	DD	04/30/2019	SECTION 87091	SHEET 2 OF 3
REVISION	BY	DATE	CHECKED	DATE	
	DD	04/30/2019	DD	01/10/2019	
	DD	01/10/2019	DD	01/11/2019	
F.P. NO. 429341-3					

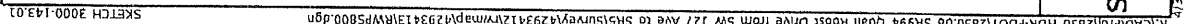


EXHIBIT B

ADDENDUM

Section III is modified to include the following:

(a) is not applicable and is therefore deleted.

(b) is not applicable and is therefore deleted.

(d) is not applicable and is therefore deleted.

(e) is replaced with the following: The Restrictive Covenant on the property described in Section I of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section 337.25 Florida Statutes.

(f) is not applicable and is therefore deleted.

(g) is not applicable and is therefore deleted.

(j) is not applicable and is therefore deleted.

(k) Seller and Buyer agree that Seller shall grant a Letter of Permit to Buyer authorizing Buyer to remove and reinstall the improvements in Parcel 800 that are the subject of this agreement.

