

MEMORANDUM

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Agenda Item No. 3(F)

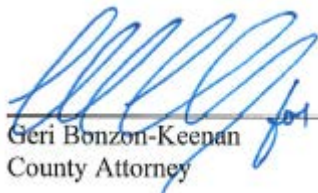
TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: June 10, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, pursuant to section 125.37, Florida Statutes, an exchange agreement between Miami-Dade County and the South Florida Water Management District (SFWMD) for the conveyance to the County of five fee simple parcels owned by SFWMD identified as parcels 2, 5, 7, 8, and 11 comprising 1.318 acres as identified in Resolution Nos. R-955-20, R-978-20, R-980-20, R-981-20, and R-984-20 and required in connection with County roadway improvements to SW 157th Avenue, in exchange for the conveyance to SFWMD of a 3.889-acre tract of County-owned land bounded on the North by SW 26 Street, the South by SW 28 Street, the West by SW 173 Avenue, and the East by SW 172 Court (County property) of equal value; declaring County property surplus, electing not to reserve mineral rights pursuant to section 270.11, Florida statutes, and authorizing the County Mayor to execute the land exchange agreement and to accept conveyance of SFWMD property, to exercise all rights conferred therein, and to take all actions necessary to effectuate same; authorizing the Chairperson or Vice- Chairperson of the Board to execute a County Deed

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Roberto J. Gonzalez.


Geri Bonzon-Keenan
County Attorney

GBK/wm

MDC001

Memorandum



Date: July 21, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Authorizing an Agreement to Exchange Property between Miami-Dade County and the South Florida Water Management District (SFWMD), the Acceptance of Lands from SFWMD Needed for the County's Roadway Improvement Project, and the Conveyance of County Lands of Equivalent Value to SFWMD

Executive Summary

This item requests that the Board of County Commissioners (Board) grant approval for the transfer and exchange of County-owned property for State-owned property, currently held by SFWMD, needed by the County for roadway purposes as set forth in Board approved Resolution Nos. R-955-20, R-978-20, R-980-20, R-981-20, and R-984-20 (approved October 6, 2020). Specifically, in exchange for title to the SFWMD property needed by the County, SFWMD has agreed to accept title to County-owned property of equivalent value. This item provides for the County's approval and acceptance of these exchanges.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the County, pursuant to Section 125.37, Florida Statutes and portions of County Implementing Order 8-4, to enter into the Agreement with the SFWMD to exchange County property (Folio Nos. 30-4918-001-0050 and 30-4918-001-0052) identified as Exhibits B1 and B2 to the Agreement, for portions of SFWMD-owned land identified as Exhibit A. A copy of the Agreement is attached hereto as Exhibit 1.

Specifically, the resolution also authorizes the County Mayor or County Mayor's designee to execute the Agreement; to exercise any and all rights conferred therein; to take all actions necessary to effectuate same and to provide a report to the Board; to execute County Deeds for County property to SFWMD and accept conveyances of the SFWMD property; and to record said deeds in the public records of Miami-Dade County.

Scope

The impact of this project is countywide; however, it is located within District 11, represented by Commissioner Roberto J. Gonzalez.

Delegation of Authority

The resolution authorizes the County Mayor or the County Mayor's designee to take any and all appropriate actions to effectuate and execute the Agreement, to exercise all rights conferred therein, to exchange properties with SFWMD, and to record the instruments of conveyances in the Public Records of Miami-Dade County.

Fiscal Impact/Funding Source

Funding for the design, construction, and right-of-way acquisition of all parcels is estimated at \$26,593,000. For design and construction, currently, \$11,593,000 is allocated in Multimodal Mobility Impact Fees (MIF Zone D), programmed within the FY25-26 Adopted Budget & Multi-Year Capital Plan, \$5,000,000 funded by General Fund Operations, and \$10,000,000 funded by a Florida Department of Environmental Protection grant awarded to the County. Once the project is complete, the annual maintenance and operational cost of approximately \$26,592.62 is anticipated and will be funded through the Department of Transportation and Public Works' General Fund allocation. The value of the parcels being acquired by the County and being conveyed by the County are equivalent and are described herein.

Program/Program Number	Adopted Budget	Funding Source(s)
Road Widening – Countywide - 2000000540	FY 25-26 Adopted Budget & Multi-Year Capital Plan; Volume 2, Page 158	Mobility Impact Fees – Road District D General Fund Operations – G1001 Florida Department of Environmental Protection – Grant

Track Record/Monitor

The Department of Transportation and Public Works oversees this item, and the person responsible for monitoring it is Javier M. Bustamante, Assistant Director, Project Management & Support Services.

Background

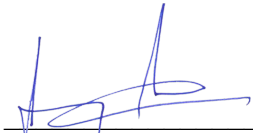
On October 6, 2020, the Board approved Resolution Nos. R-955-20, R-978-20, R-980-20, R-981-20, and R-984-20, authorizing the County to purchase, or alternatively to condemn by eminent domain the SFWMD property (identified as parcels 2, 5, 7, 8, and 11). The acquisition of the SFWMD property is necessary for the County’s roadway project involving road widening, beautification, and right-of-way improvements to SW 157 Avenue. Specifically, the project consists of the widening of SW 157 Avenue from SW 42 Street to SW 26 Street to a four-lane roadway with new raised landscape medians, irrigation, sidewalks, curb and gutters, storm drainage system, pavement markings and signage, intersection and signalization improvements, and roadway lighting.

The SFWMD property is located adjacent to the west side of SW 157 Avenue within Miami-Dade County and consists of 1.318 acres. On June 8, 2022, DTPW offered to purchase the SFWMD property for the appraised value of \$175,000.00. On June 17, 2022, SFWMD counteroffered a land exchange of equivalent value in lieu of a purchase, due to a Declaration of Interest encumbrance, and identified a 10-acre tract of County-owned property within the same Bird Drive Basin as the SFWMD land that met their exchange requirements. The County property was appraised at \$45,000.00 per acre. The SFWMD land valued at \$175,000.00 was then divided by \$45,000.00 (the appraised value of the County land) to determine how many acres of County land would be necessary to match the value of the SFWMD land. This resulted in 3.889 acres of County land being needed for a dollar-for-dollar exchange. The Agreement contemplates the acquisition by the County of the SFWMD property (1.318 acres of land) valued at \$175,000.00 in exchange for County property (3.889 acres of land) valued at \$175,000.00.

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
Page No. 3

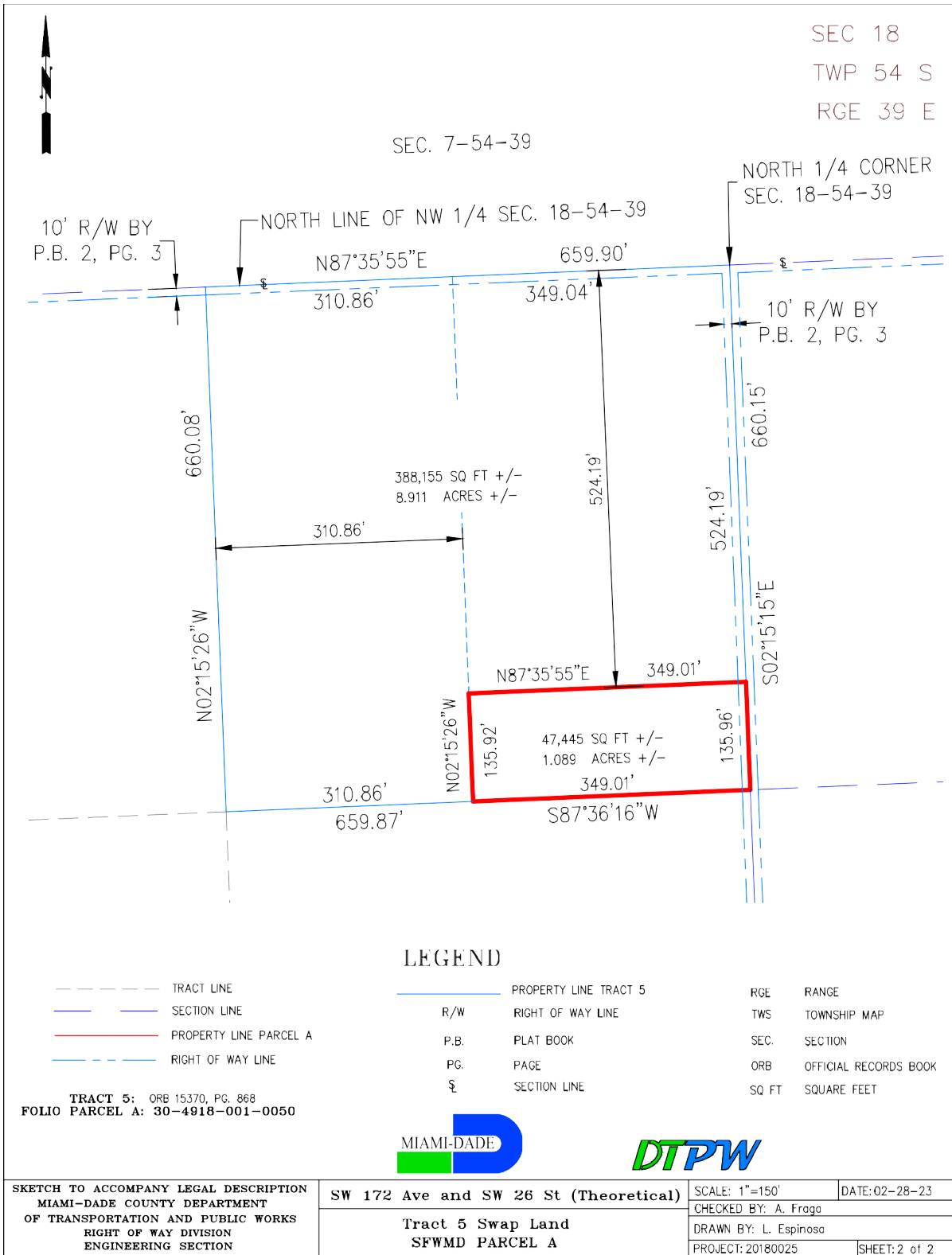
The County Property consists of two tracts identified as Exhibits B1 and B2 to the Agreement. County Deeds will convey the County property to SFWMD and Quit Claim Deeds will convey the SFWMD property to the County.

The County property will be conveyed to SFWMD pursuant to Section 125.37, Florida Statutes, which states that whenever, in the opinion of the Board, the County holds and possesses any real property not needed for County purposes, such property may be in the County's best interest exchanged for other real property, which the County may desire to acquire for County purposes. The Board is authorized and empowered to make such an exchange. As required by Section 125.37, Florida Statutes, a notice of the exchange of these properties has been published. In compliance with Section 270.11 (1), Florida Statutes, both parties have chosen not to reserve their phosphate, mineral, metal, or petroleum rights in the properties being exchanged.

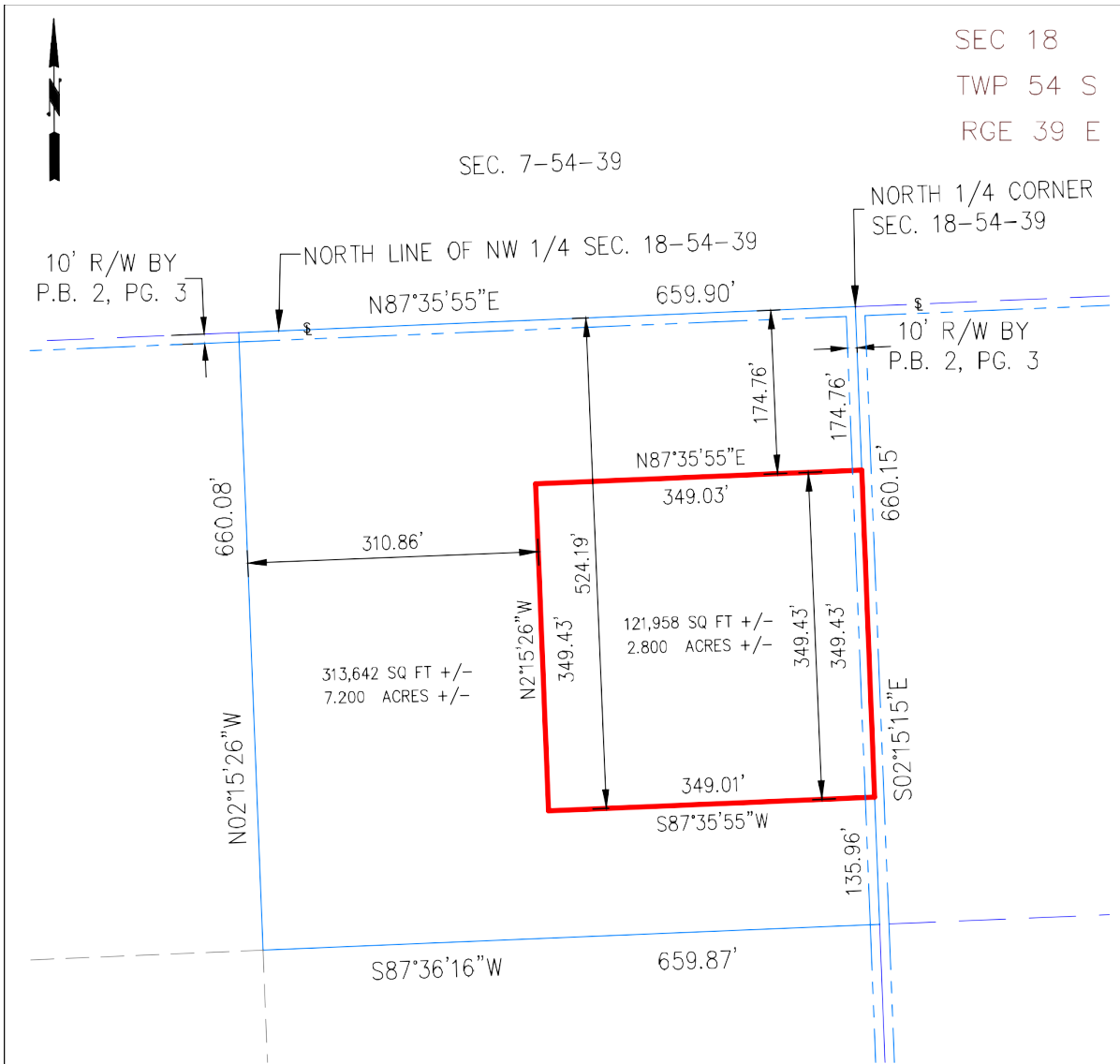


Jimmy Morales
Chief Operating Officer

SFWMD Exhibit A



SFWMD Exhibit B



LEGEND

- TRACT LINE
- SECTION LINE
- PROPERTY LINE PARCEL B
- RIGHT OF WAY LINE
- PROPERTY LINE TRACT 5
- R/W RIGHT OF WAY LINE
- P.B. PLAT BOOK
- PG. PAGE
- ⊠ SECTION LINE
- RGE RANGE
- TWS TOWNSHIP MAP
- SEC. SECTION
- ORB OFFICIAL RECORDS BOOK
- SQ FT SQUARE FEET

TRACT 5: ORB 15370, PG. 868
 FOLIO PARCEL B: 30-4918-001-0052



SKETCH TO ACCOMPANY LEGAL DESCRIPTION MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION ENGINEERING SECTION	SW 172 Ave and SW 26 St (Theoretical)	SCALE: 1"=150'	DATE: 02-28-23
	Tract 5 Swap Land SFWMD PARCEL B	CHECKED BY: A. Frago	
		DRAWN BY: L. Espinosa	
		PROJECT: 20180025	SHEET: 2 of 2

Exhibit 1: THE AGREEMENT

AGREEMENT FOR EXCHANGE OF REAL PROPERTY INTERESTS

This Agreement for Exchange of Real Property Interests ("**Agreement**") is made and entered into by and between Miami-Dade County, Florida, a political subdivision of the State of Florida, whose address is 111 NW 1st Street Miami, FL 33128, its successors and assigns (hereinafter referred to as "**COUNTY**"), and the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes, whose address is 3301 Gun Club Road, West Palm Beach, Florida 33406, its successors and assigns (hereinafter referred to as "**SFWMD**"). The COUNTY and SFWMD may be referred to herein individually as a "**party**" or collectively as the "**parties**."

Background

A. Whereas, SFWMD owns the real property, comprising approximately 1.318 acres, described on Exhibit A, attached hereto and made a part hereof and identified as Tract No. - W9309-668/Parcel 2, W9309-666/Parcel 5, W9309-664/Parcel 7, W9309-662/Parcel 8, W9309-660/Parcel 11 (hereinafter referred to as the "**SFWMD Property**"); and

B. Whereas, the COUNTY owns the real property, comprising approximately 1.089 acres, described on Exhibit B-1, attached hereto and made a part hereof and identified and referred to as Tract No. W9308-200/Parcel A and the real property, comprising approximately 2.800 acres, described on Exhibit B-2, attached hereto and made a part hereof and identified and referred to as Tract No. W9308-201/Parcel B being hereinafter collectively referred to as the "**COUNTY Property**"). [The SFWMD Property and the COUNTY Property are sometimes hereinafter collectively referred to as the "**Parcels**"; and

C. Whereas, COUNTY desires to acquire the SFWMD Property and SFWMD desires to acquire the COUNTY Property.

Now therefore, for and in consideration of mutual covenants set forth herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and in further consideration of the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. The foregoing recitals are incorporated as if fully set forth herein.

2. **EXHIBITS**

The following Exhibits are attached to and made a part of this Agreement

Exhibit A - Legal Descriptions of the SFWMD Property

Exhibit B-1 - Legal Description of COUNTY Property (Tract W9308-200/Parcel A)

Exhibit B-2 - Legal Description of COUNTY Property (Tract W9308-201/Parcel B)

Exhibit C - COUNTY Deed (Parcel A)

Exhibit D - COUNTY Deed (Parcel B)

Exhibit E - SFWMD Property Deed

3. **AGREEMENT TO EXCHANGE**

a. COUNTY and SFWMD agree to exchange the Parcels such that SFWMD conveys all of its right, title, and interest in the SFWMD Property to COUNTY, in exchange for COUNTY conveying all

of its right, title, and interest in the COUNTY Property, to SFWMD, all subject to the terms, conditions and provisions as provided in this Agreement.

b. COUNTY acknowledges, confirms, represents and agrees that in the event the exchange contemplated by this Agreement is consummated, then, subject to the terms, conditions and provisions of this Agreement, COUNTY shall accept the SFWMD Property in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition, and under no circumstances shall SFWMD be deemed to have made any warranties, representations, or covenants with respect to the SFWMD Property.

c. SFWMD acknowledges, confirms, represents and agrees that in the event the exchange contemplated by this Agreement is consummated, then, subject to the terms, conditions and provisions of this Agreement, SFWMD shall accept the COUNTY' Property in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition, and under no circumstances shall COUNTY be deemed to have made any warranties, representations, or covenants with respect to the COUNTY' Property, except as provided in this Agreement.

d. Despite anything contained in subparagraphs 2.b. and 2.c. above to the contrary, neither SFWMD nor COUNTY waives any rights, remedies or claims that SFWMD or COUNTY may have under federal, state and/or common law concerning the existence of Pollutants on the COUNTY Property or the SFWMD Property.

4. CONSIDERATION

COUNTY and SFWMD agree that for purposes of the exchange contemplated by this Agreement, the value of the SFWMD Property is equal to the value of the COUNTY Property, and the said equal value shall be One Hundred Seventy-Five Thousand Dollars (\$175,000.00) which will be used for calculations for matters including but not limited to the title commitments identified in paragraph 6 hereof and the documentary stamps identified in paragraph 13 hereof. Notwithstanding, since this transaction is between two governmental entities, COUNTY and SFWMD will assert that no documentary stamp taxes are due since both parties are exempt parties under Rule 12B-4.014(10), Florida Administrative Code. If any documentary tax and/or surtax is due, COUNTY will pay for all conveyances.

5. TIME FOR ACCEPTANCE

This Agreement shall not be effective unless it is executed and delivered by COUNTY to SFWMD on or before ____,2025, and is executed by SFWMD on or before ____,2025, provided however that these deadlines may be extended by mutual written consent of the parties. The effective date of this Agreement ("**Effective Date**") for purposes of performance, shall be regarded as the date when the last of the parties has signed this Agreement. Acceptance and execution of this Agreement shall void any prior contracts or agreements between the parties concerning the SFWMD Property and the COUNTY Property unless incorporated by reference herein. This Agreement is subject to and contingent upon approval by (1) the Governing Board of the South Florida Water Management District and (2) the Board of County Commissioners of Miami-Dade County.

6. CLOSING DATE

Unless extended by other provisions of this Agreement, or by mutual written agreement of the parties, the transaction contemplated by this Agreement shall be closed ("**Closing**") and the deeds and other closing papers and possession, shall be delivered on or before ____, 2025 (hereinafter referred to as the "**Closing Date**"), subject to the parties obtaining the requisite approvals from their respective boards as set forth above in paragraph 4. Closing shall be held at the office of SFWMD or the Title Company (as hereinafter defined), or as otherwise mutually agreed by SFWMD and the County. In addition to all other extensions to Closing provided in this Agreement, either party will have the right in its sole and absolute discretion, to extend the Closing Date any number of times up to a total of forty-five (45) days past the Closing Date set forth above, and beyond such date by mutual written agreement of the parties.

7. **EVIDENCE OF TITLE**

a. **COUNTY Property Title Commitment**

Within forty-five (45) days after the Effective Date, County will, at County's sole cost and expense obtain and deliver to SFWMD an ALTA Form title insurance commitment in the amount of \$175,000 (hereinafter referred to as the "**COUNTY Property Title Commitment**"), together with copies of all instruments referred to in both Schedule A and Schedule B thereof, issued by a title insurer approved by SFWMD (the "**Title Company**"), agreeing to issue to SFWMD upon recording of the County Property Deeds (as hereinafter defined), an owner's policy of title insurance insuring SFWMD as to good, marketable and insurable title to the County Property, subject only to matters acceptable to SFWMD, as determined by SFWMD. COUNTY shall pay at Closing the entire title insurance premium (and all associated Title Company charges and costs) due for the title insurance policy to be issued to COUNTY after Closing pursuant to the COUNTY Property Title Commitment. If the County Property Title Commitment discloses matters not acceptable to SFWMD, then SFWMD shall, prior to the Closing, notify COUNTY in writing specifying the title matters SFWMD deems unacceptable (the "**SFWMD Title Objections**"). COUNTY shall have the right, but not the obligation, until the Closing Date, to cure and remove SFWMD Title Objections. In the event COUNTY is unable or unwilling to cure and remove SFWMD Title Objections, then SFWMD shall have the option of: (1) accepting title as it then is or (2) declining to accept title and thereupon this Agreement shall be cancelled, and the parties shall have no further claim against each other under this Agreement.

b. **SFWMD Property Title Commitment**

COUNTY may at COUNTY's sole cost and expense obtain a title insurance commitment (hereinafter referred to as "**SFWMD Property Title Commitment**") issued by the Title Company agreeing to issue to COUNTY upon the recording of the SFWMD Property Deed (as hereinafter defined), an owner's policy of title insurance, insuring COUNTY as to marketable title to the SFWMD Property. COUNTY shall pay at Closing the entire title insurance premium (and all associated Title Company charges and costs) due for the title insurance policy to be issued to COUNTY after Closing pursuant to the SFWMD Property Title Commitment. If title is found objectionable to COUNTY, in COUNTY's sole and absolute discretion, COUNTY shall, prior to Closing, notify SFWMD in writing specifying the title matters to which COUNTY objects ("**COUNTY Title Objections**"). SFWMD shall have the right, but not the obligation, until the Closing Date, to cure and remove COUNTY Title Objections. In the event SFWMD is unable or unwilling to cure and remove COUNTY Title Objections, then COUNTY shall have the option of: (1) accepting title as it then is or (2) declining to accept title and thereupon this Agreement shall be cancelled, and the parties shall have no further claim against each other under this Agreement.

c. Schedule B-1 Requirements

(1) Prior to or at Closing, COUNTY shall, at its sole cost and expense, satisfy all Schedule B-1 requirements of the COUNTY Property Title Commitment. If at Closing there are any unsatisfied Schedule B-1 requirements, then SFWMD shall have the option of accepting title to the COUNTY Property as it is at the time of Closing or to cancel and terminate this Agreement and COUNTY and SFWMD shall have no further claim against each other under this Agreement.

(2) Prior to or at Closing, SFWMD shall satisfy all Schedule B-1 requirements of the SFWMD Property Title Commitment. If at Closing there are any unsatisfied Schedule B-1 requirements, then COUNTY shall have the option of accepting title to the SFWMD Property as it is at the time of Closing or to cancel and terminate this Agreement and COUNTY and SFWMD shall have no further claim against each other under this Agreement.

2. OWNER'S AFFIDAVITS.

Intentionally deleted.

3. CONDITIONS PRECEDENT TO CLOSING

a. SFWMD Conditions Precedent to Close.

(1) In addition to all other conditions precedent to SFWMD's obligation to consummate the exchange contemplated herein provided elsewhere in this Agreement, the following shall be additional conditions precedent to SFWMD's obligation to consummate the exchange contemplated herein:

i. The physical condition of the COUNTY Property shall be the same on the date of Closing as on the Effective Date, reasonable wear and tear excepted.

ii. At Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened which after Closing would, materially adversely affect the value of the COUNTY Property.

iii. On the day of Closing, the COUNTY Property shall be in compliance with all applicable federal, state, and local laws, ordinances, statutes, rules, regulations, codes, requirements, licenses, permits and authorizations in connection with the COUNTY Property.

iv. The conveyance of the COUNTY Property and the SFWMD Property contemplated by this Agreement is not in violation of, or prohibited by, any private restriction, governmental law, ordinance, statute, rule, or regulation, including but not limited to applicable governmental subdivision or platting ordinances.

v. There are no, and there have been no, judicial, administrative, or other legal or governmental proceedings, including but not limited to proceedings pursuant to Chapter 120, Florida Statutes, filed or pending with respect to, or which affect, this Agreement or the transaction, which is the subject of this Agreement, prior to, or on, the Closing Date.

vi. Prior to Closing, the COUNTY Property must be cleaned up and all abandoned personal property (including but not limited to trailers of all types), refuse, garbage, junk, rubbish, solid waste, trash and debris must be removed from the COUNTY

Property to the satisfaction of SFWMD.

vii. The Board of County Commissioners of the COUNTY must have affirmatively elected, pursuant to section 270.11 of the Florida Statutes, not to reserve any phosphate, minerals, metals, or petroleum interests in the COUNTY Property.

viii. COUNTY, contemporaneously with SFWMD, closes on its acquisition of the SFWMD Property.

ix. The Tract No. W9309-666 portion of the SFWMD Property that is encumbered pursuant to that certain Federal Grant Agreement titled East Coast Buffer/Water Preserve Area Land Acquisition number FB-1 between the District and U.S. Department of Interior dated December 12, 1996, as amended through September 30, 2004 (the "DOI Grant Encumbrance") is released from DOI Grant Encumbrance. Additionally, the other portions of the SFWMD Property that were (incorrectly) identified of record as being encumbered by another U.S. Department of Interior grant agreement are released from such grant agreement encumbrance.

(2) Should any of the conditions precedent to Closing provided in subparagraph 8. above fail to occur, then SFWMD shall have the right, in SFWMD's sole and absolute discretion, to terminate this Agreement prior to Closing upon which both parties shall be released of all obligations under this Agreement with respect to each other.

b. COUNTY Conditions Precedent to Close.

(1) In addition to all other conditions precedent to COUNTY's obligation to consummate the exchange contemplated herein provided elsewhere in this Agreement, the following shall be additional conditions precedent to COUNTY's obligation to consummate the exchange contemplated herein:

i. The physical condition of the SFWMD Property shall be the same on the date of Closing as on the Effective Date reasonable wear and tear excepted.

ii. At Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened which after Closing would, materially adversely affect the value of the SFWMD Property.

iii. On the day of Closing, the SFWMD Property shall be in compliance with all applicable federal, state, and local laws, ordinances, statutes, rules, regulations, codes, requirements, licenses, permits and authorizations in connection with the SFWMD Property.

iv. The conveyance of the COUNTY Property and the SFWMD Property contemplated by this Agreement is not in violation of, or prohibited by, any private restriction, governmental law, ordinance, statute, rule, or regulation, including but not limited to applicable governmental subdivision or platting ordinances.

v. There are no, and there have been no, judicial, administrative, or other legal or governmental proceedings, including but not limited to proceedings pursuant to Chapter 120, Florida Statutes, filed or pending with respect to, or which affect, this Agreement or the transaction, which is the subject of this Agreement, prior to, or on, the Closing Date.

vi. Prior to Closing, the SFWMD Property must be cleaned up and all abandoned personal property (including but not limited to trailers of all types), refuse, garbage, junk, rubbish, solid waste, trash and debris must be removed from the SFWMD Property to the satisfaction of COUNTY.

vii. The Governing Board of SFWMD must have affirmatively elected, pursuant to section 270.11 of the Florida Statutes, not to reserve any phosphate, minerals, metals, or petroleum interests in the SFWMD Property.

viii. SFWMD, contemporaneously with County, closes on its acquisition of the COUNTY Property.

ix. The Tract No. W9309-666 portion of the SFWMD Property is released from DOI Grant Encumbrance. Additionally, the other portions of the SFWMD Property that were (incorrectly) identified of record as being encumbered by another U.S. Department of Interior grant agreement are released from such grant agreement encumbrance.

(2) Should any of the conditions precedent to Closing provided in subparagraph 8. above fail to occur, then COUNTY shall have the right, in COUNTY's sole and absolute discretion, to terminate this Agreement prior to Closing upon which both parties shall be released of all obligations under this Agreement with respect to each.

4. PRORATIONS, TAXES AND ASSESSMENTS

At Closing, all real property taxes, if any, accrued with respect to the Parcels through the Closing Date (as extended, if applicable) must be paid in accordance with Florida Statute 196.295. All pending, certified, confirmed or ratified special assessment liens existing as of the Closing Date with respect to the SFWMD Property shall be paid by SFWMD at Closing. All pending, certified, confirmed or ratified special assessment liens existing as of the Closing Date with respect to the COUNTY Property shall be paid by COUNTY at Closing.

5. CONVEYANCE

a. At Closing, COUNTY shall convey title to Tract No. W9308-200 to SFWMD, by execution and delivery of a county deed in the form attached hereto and made a part hereof as Exhibit C (hereinafter referred to as the "COUNTY Deed") (Parcel A).

b. At Closing, COUNTY shall convey title to Tract No. W9308-201 to SFWMD by execution and delivery of a county deed in the form attached hereto and made a part hereof as Exhibit D (hereinafter referred to as the "COUNTY Deed") (Parcel B).

c. In connection with the conveyances of the COUNTY Property to SFWMD, prior to Closing, COUNTY will cause Tract No. W9308-200 and Tract No. W9308-201 to be established and identified by Miami-Dade County as two individual separate Miami-Dade County parcels each with its own Miami-Dade County parcel identification number.

d. At Closing, SFWMD shall convey title to the SFWMD Property to COUNTY by quit claim deed in the form attached hereto and made a part hereof as Exhibit E ("SFWMD Property Deeds").

6. DOCUMENTS FOR CLOSING

a. At Closing, COUNTY shall execute and deliver, or cause to be executed and delivered, to SFWMD the following documents and instruments ("COUNTY Documents"):

- (1) COUNTY Encumbrance Deed
- (2) Intentionally deleted.

- (3) Closing Statement
 - (4) COUNTY Additional Deed
 - (5) all other documents and instruments provided for under this Agreement
- b. At Closing, SFWMD shall execute and deliver or cause to be executed and delivered to COUNTY the following documents and instruments ("SFWMD Documents"):
- (1) SFWMD Property Deed
 - (2) Closing Statement
 - (3) Intentionally deleted.
 - (4) all other documents and instruments provided for under this Agreement
- c. The Title Company shall prepare the Closing Statements and submit them to SFWMD and COUNTY prior to the scheduled Closing Date.

7. EXISTING MORTGAGES AND OTHER LIENS

Intentionally deleted.

8. EXPENSES

COUNTY shall pay all state and county surtax and documentary stamps that are required to be affixed to the SFWMD Property Deed, COUNTY Encumbrance Deed, and COUNTY Additional Deed, if any. All costs of recording the SFWMD Property Deed shall be paid for by COUNTY and all costs of recording the COUNTY Encumbrance Deed and COUNTY Additional Deed shall be paid for by COUNTY. All costs of recording any corrective instruments applicable to the COUNTY Property shall be paid by COUNTY. All costs of recording any corrective instruments applicable to the SFWMD Property shall be paid by COUNTY.

9. DEFAULT

If either party hereto fails or neglects to perform any of its obligations or covenants under this Agreement, the other party may terminate this Agreement or seek specific performance as its sole remedies.

10. RIGHT TO ENTER

The COUNTY and SFWMD agree that: (1) through the Closing Date: all officers, employees, contractors, subcontractors and agents of SFWMD shall have at all proper times the unrestricted right and privilege to enter upon the COUNTY Property for all proper and lawful purposes, including but not limited to conducting inspections, investigations, examinations, surveys and environmental audits of the COUNTY Property and the resources thereupon and (2) through the Closing Date all officers, employees, contractors, subcontractors and agents of COUNTY shall have at all proper times the unrestricted right and privilege to enter upon the SFWMD Property for all proper and lawful purposes, including but not limited to conducting inspections, investigations, examinations, surveys and environmental audits of the SFWMD Property and the resources upon it. COUNTY and SFWMD, upon completion of each's respective inspections and investigations shall return the subject property to its conditions as existed prior to such inspections and investigations. The obligation to restore the property survives the termination or expiration of this Agreement.

11. RISK OF LOSS AND CONDITION OF REAL PROPERTY

a. In the event the condition of the COUNTY Property, or any part thereof, is materially altered by an act of God or other natural force beyond the control of its owner, SFWMD may elect, at its sole option, to terminate this Agreement prior to Closing and the parties shall have no further obligations under this Agreement, or SFWMD may accept the COUNTY Property without any reduction in the value of the COUNTY Property. All risk of loss of the COUNTY Property shall be borne by the COUNTY until transfer of title.

b. In the event the condition of the SFWMD Property, or any part thereof, is materially altered by an act of God or other natural force beyond the control of SFWMD, COUNTY may elect, at its sole option, to terminate this Agreement prior to Closing and neither party shall have any further obligations under this Agreement, or COUNTY may accept the SFWMD Property without any reduction in the value of the SFWMD Property. All risk of loss of the SFWMD Property shall be borne by SFWMD until transfer of title.

12. OCCUPANCY AND POSSESSION

At Closing, COUNTY shall deliver the COUNTY Property free and clear of all parties in possession. At Closing, SFWMD shall deliver occupancy of the SFWMD Property free and clear of all parties in possession. In the event that either party is unable to deliver its respective property as provided above, the same shall be deemed an uncured Title Objection under the provisions of paragraph 6 of this Agreement.

13. SPECIAL CLAUSES

a. Inspections and Conditions

The parties are exchanging and conveying the Parcels in their respective AS-IS, with all- faults conditions without any oral or written representation from SFWMD and/or COUNTY as to any fact or condition regarding either. COUNTY and SFWMD may complete their own due diligence, including on-site inspections, of the suitability and condition of the Parcels. If SFWMD's due diligence of the COUNTY Property identifies conditions unacceptable to SFWMD, SFWMD may elect to accept the COUNTY Property in its existing condition or SFWMD may terminate this Agreement and the parties shall have no further claim against each other under this Agreement. If COUNTY's due diligence of the SFWMD Property identifies conditions unacceptable to COUNTY, COUNTY may elect to accept the SFWMD Property in its existing condition or COUNTY may terminate this Agreement and the parties shall have no further claim against each other under this Agreement.

b. Attorney's Fees and Costs.

Each party acknowledges and agrees that each party will be responsible for all of its own attorney's fees and all costs, if any, incurred by that party in connection with the transaction contemplated by this Agreement

14. BROKER FEES

COUNTY confirms that neither COUNTY, nor any of its predecessors in title, have dealt with any broker in connection with the exchange contemplated by this Agreement. SFWMD confirms that it has not dealt with any broker in connection with the exchange contemplated by this Agreement.

15. MISCELLANEOUS

a. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex and telegraphic communications) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed (airmail if international) by registered or certified mail (postage prepaid), return receipt requested, or sent by any form of overnight mail, addressed to:

TO SFWMD:

Bureau Chief- Real Estate
South Florida Water Management District 3301
Gun Club Road
West Palm Beach, Florida 33406
email: RealEstate@sfwmd.gov

TO COUNTY:

Steven C Imas, Real Estate Officer
Miami-Dade County
701 NW 1st Court, 15th floor Miami,
FL 33136
email: steven.imas@miamidade.gov

or to such other address as any party may designate by notice complying with the terms of this Subparagraph. Each such notice shall be deemed delivered (1) on the date delivered if by personal delivery; (2) on the date emailed and received if by email; (3) on the date upon which return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (4) one day after mailing by any form of overnight mail service.

b. Headings. The headings contained in this Agreement are for convenience of reference only and are not to be considered a part hereof and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Severability. If any provision of this Agreement or any other Agreement entered pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

d. Third Parties. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any

third persons any right of subrogation or action over or against any party to this Agreement.

e. Jurisdiction and Venue. The parties irrevocably and unconditionally (1) agree that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of the State of Florida in Miami-Dade County or the court of the United States, Southern District of Florida; (2) consents to the jurisdiction of each such court in any suit, action or proceeding; (3) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (4) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in said state.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A pdf copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

g. Governing Law. This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

h. Interpretation. This Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation against the party causing this Agreement or any part thereof to be drafted.

i. Successors in Interest. This Agreement shall be legally binding upon the parties hereto and their heirs, legal representatives, successors, and assigns. This Agreement may not be assigned by either party.

j. Waiver. Failure of either party hereto to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition or right; but the same shall remain in full force and effect.

k. Time. Time is of the essence with regard to every term, condition and provision set forth in this Agreement. Time periods herein of less than six (6) days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. of the next business day.

l. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No agreements or representations unless incorporated in this Agreement shall be binding upon any of the parties. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

m. Background Recitals. The Background Recitals are true and correct and are hereby incorporated herein by reference.

n. Waiver of Jury Trial. As inducement to SFWMD agreeing to enter into this Agreement, SFWMD and COUNTY hereby waive trial by jury in any action or proceeding brought by either party against the other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement.

COUNTY:

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor or County Mayor's Designee

(Official Seal)

ATTEST: Juan Fernandez-Barquin
Clerk of the Courts and Comptroller

By: _____
(Deputy Clerk Signature)

Approved for legal form and sufficiency:

Name: _____
Title: _____

SFWMD:

SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, BY ITS
GOVERNING BOARD

(Seal)

ATTEST:

By: _____

Chauncey P. Goss, II, Chairman

By: _____

Molly Brown, District Clerk/Secretary

Executed by SFWMD on _____

Legal Form Approved By:

South Florida Water Management
District Counsel
Date:

**COMPOSITE EXHIBIT "A" TO
AGREEMENT FOR EXCHANGE OF REAL PROPERTY INTEREST
BETWEEN THE SOUTH FLORIDA
WATER MANAGEMENT DISTRICT AND
MIAMI-DADE COUNTY**

Tract Nos.

W9309-668/Parcel 2

W9309-666/Parcel 5

W9309-664/Parcel 7

W9309-662/Parcel 8

W9309-660/Parcel 11

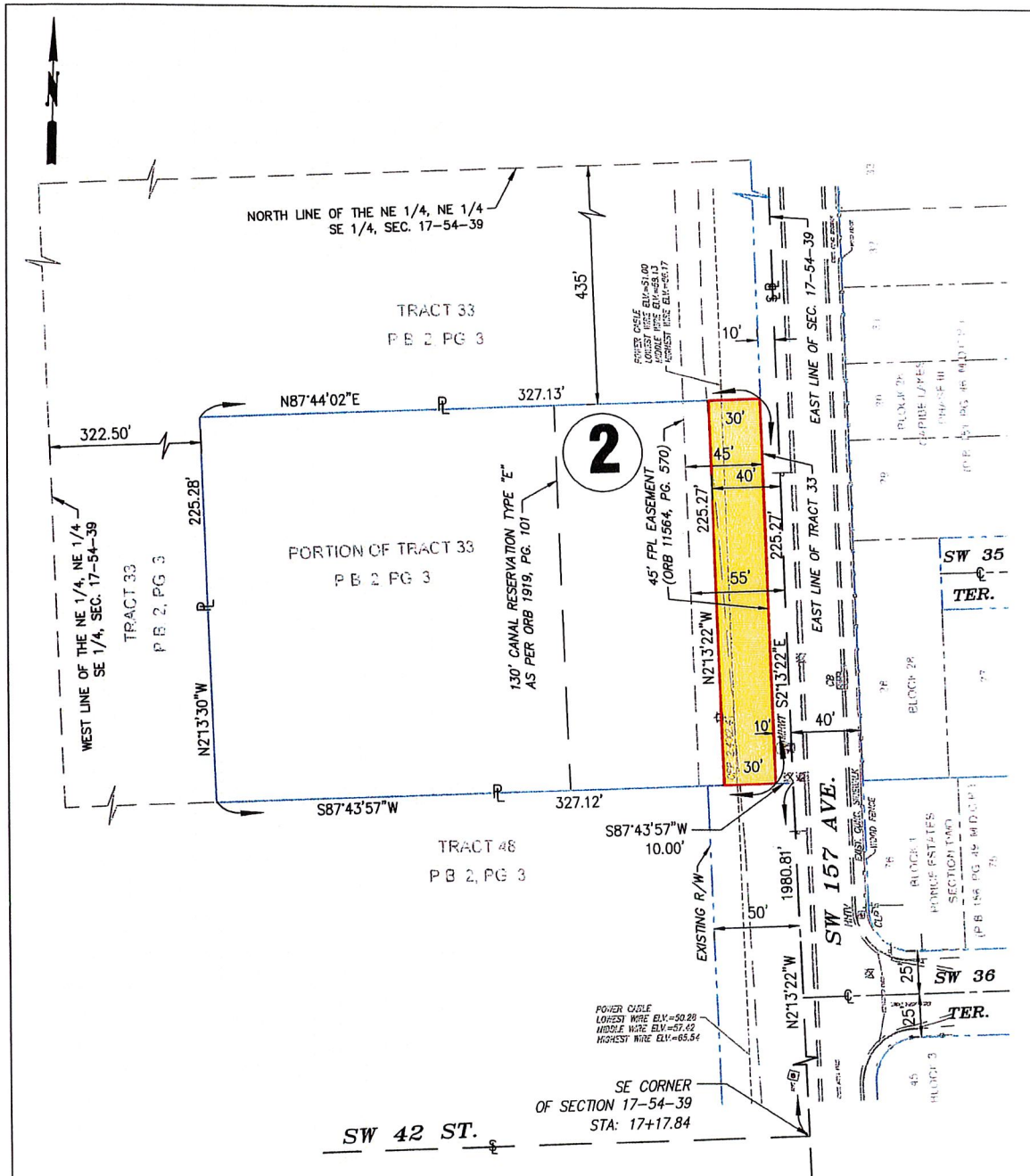
LEGAL DESCRIPTION
(FEE SIMPLE)

The East 30 feet of Tract 33 of Subdivision of Lands of the Miami Everglade Land Co. Ltd., of Section 17, Township 54 South, Range 39 East, Miami-Dade County, Florida; according to the Plat thereof, recorded in Plat Book 2 at Page 3 of the Public Records of Miami Dade County, Florida; less the North 435 feet thereof.

EXHIBIT "A"

PARCEL 2
Project No. 20180025
1 of 1

MDC022



LEGEND

	PROPERTY LINE		PARCEL LINE		PARCEL AREA
	EASEMENT LINE		CENTER LINE		PROPERTY LINE
	SECTION LINE		SECTION		ORB
	RIGHT-OF-WAY LINE		P.B.		PG.
	LOT LINE		SECTION LINE		PG.
	CANAL RESERVATION LINE				BASE LINE

Parcel 2 - SFWMD Tract ID W9309-668
 Area of Parcel = 6,758 square-feet = 0.155 acres
 Area of Parent Tract = 73,692 square-feet = 1.692 acres

Folio: 30-4917-001-0154
 Section: 17-54-39

THIS IS NOT A SURVEY

PARCEL SKETCH	MIAMI-DADE	MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION ENGINEERING SECTION
	SW 157 AVENUE FROM SW 42 ST. TO SW 8 ST.	SCALE: 1"=60' DATE: 1-30-25 CHECKED BY: A. FRAGA DRAWN BY: L. ESPINOSA PROJECT: 20180025 SHEET: 1 OF 1
PARCEL NO. 2		

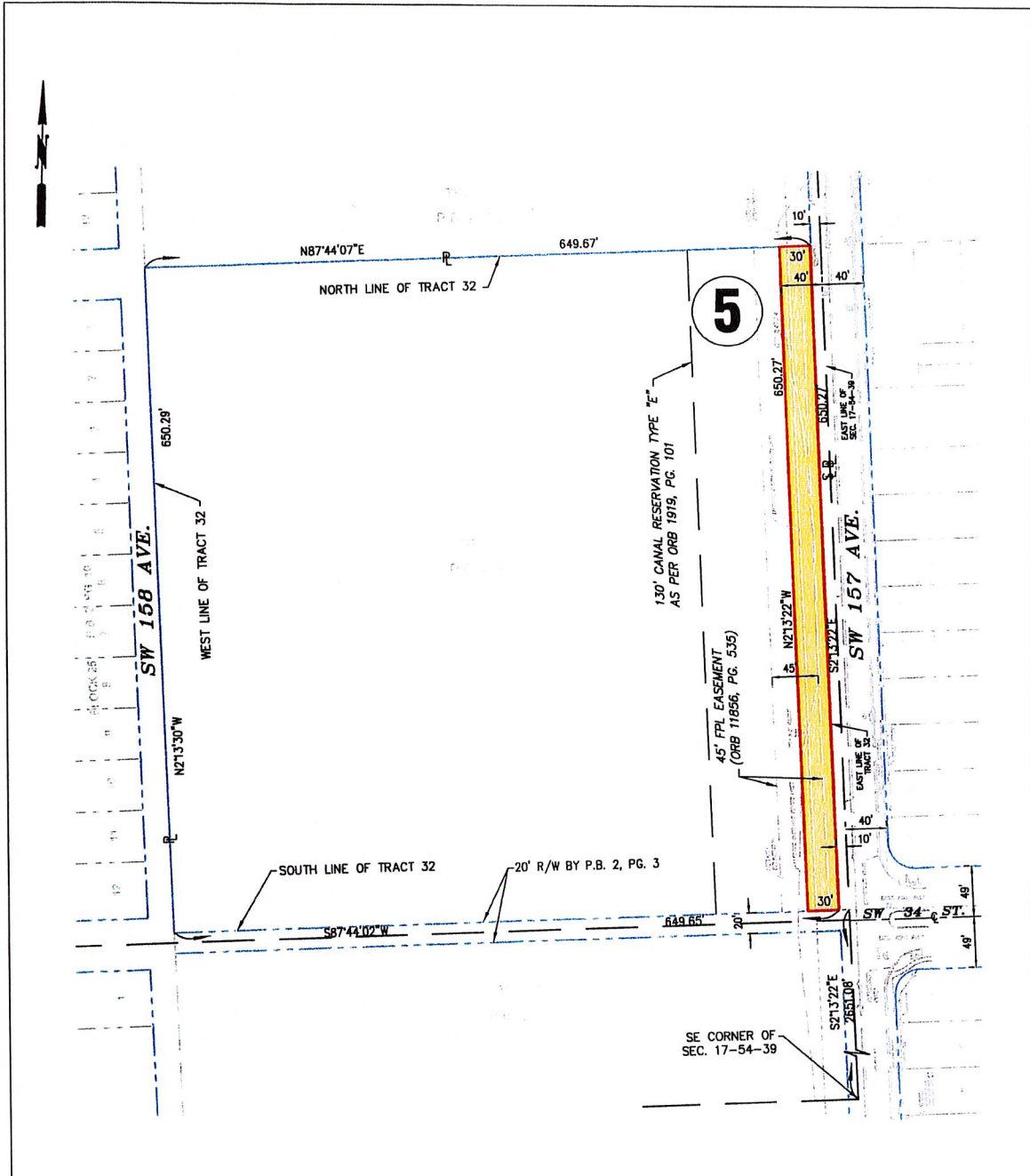
LEGAL DESCRIPTION
(FEE SIMPLE)

The East 30 feet of Tract 32 of Subdivision of Lands of the Miami Everglade Land Co. Ltd., of Section 17, Township 54 South, Range 39 East, Miami-Dade County, Florida; according to the Plat thereof, recorded in Plat Book 2 at Page 3 of the Public Records of Miami Dade County, Florida.

EXHIBIT "A"

PARCEL 5
Project No. 20180025
1 of 1

MDC024



LEGEND

	PROPERTY LINE		PARCEL AREA		PARCEL AREA
	EASEMENT LINE		CENTER LINE		PROPERTY LINE
	SECTION LINE		SEC.		ORB
	RIGHT-OF-WAY LINE		P.B.		PG.
	CANAL RESERVATION LINE		§		§
			BASE LINE		

Parcel 5 - SFWMD Tract ID W9309-666		MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION ENGINEERING SECTION	
PARCEL 5 - SFWMD TRACT ID W9309-666		MIAMI-DADE	
SW 157 AVENUE FROM SW 42 ST. TO SW 8 ST.		SCALE: 1"=100'	DATE: 1-30-25
PARCEL NO. 5		CHECKED BY: A. FRAGA	
		DRAWN BY: L. ESPINOSA	
		PROJECT: 20180025	SHEET: 1 OF 1

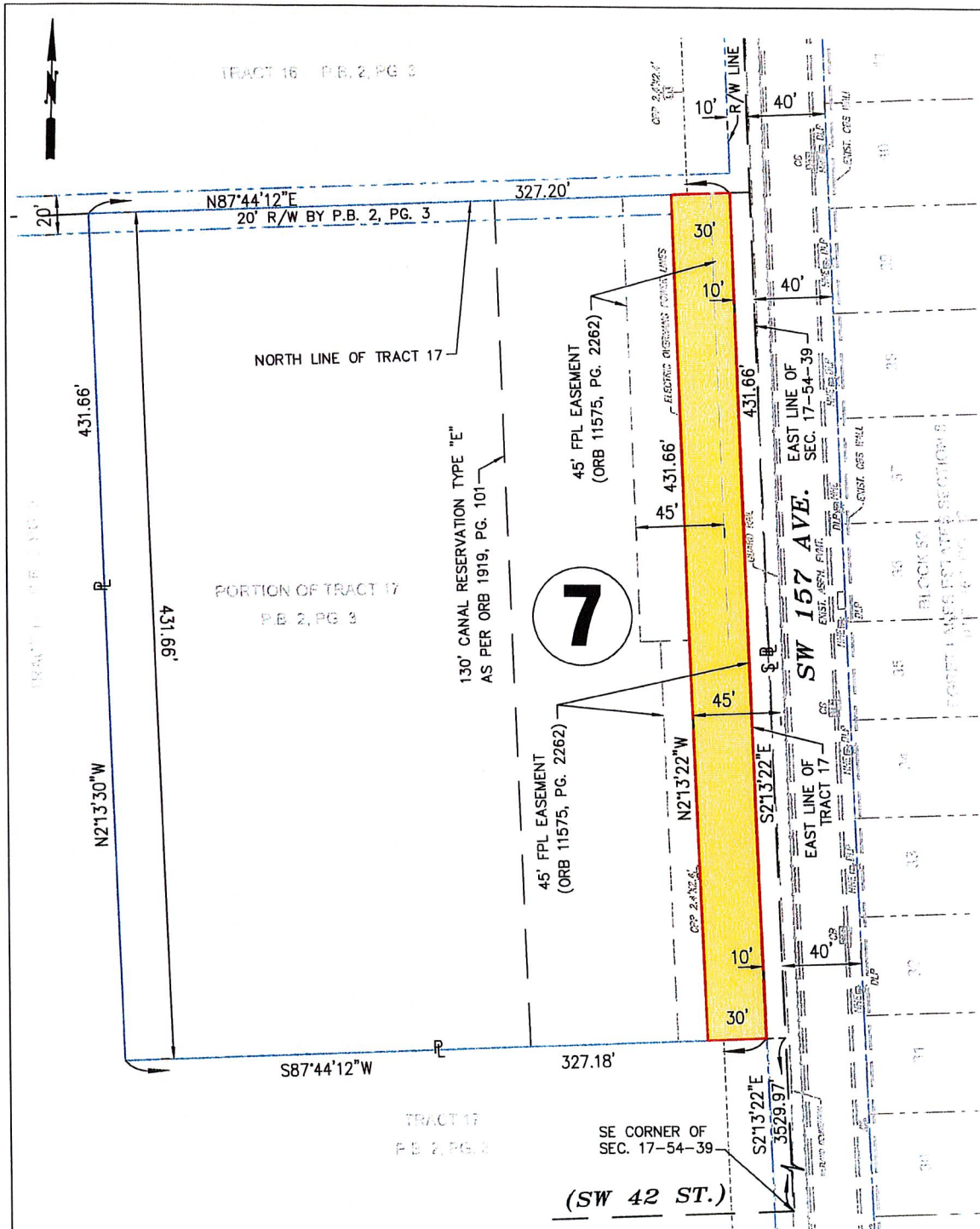
LEGAL DESCRIPTION
(FEE SIMPLE)

The East 30 feet of Tract 32 of Subdivision of Lands of the Miami Everglade Land Co. Ltd., of Section 17, Township 54 South, Range 39 East, Miami-Dade County, Florida; according to the Plat thereof, recorded in Plat Book 2 at Page 3 of the Public Records of Miami Dade County, Florida.

EXHIBIT "A"

PARCEL 5
Project No. 20180025
1 of 1

MDC026



LEGEND

	PROPERTY LINE		PARCEL LINE		PARCEL AREA
	EASEMENT LINE		CENTER LINE		PROPERTY LINE
	SECTION LINE	SEC.	SECTION	ORB	OFFICIAL RECORD BOOK
	RIGHT-OF-WAY LINE	P.B.	PLAT BOOK	PG.	PAGE
	CANAL RESERVATION LINE	§	SECTION LINE	ℓ	BASE LINE

Parcel 7 - SFWMD Tract ID W9309-664
 Area of Parcel = 12,949 square-feet = 0.297 acres
 Area of Parent Tract = 141,236, square-feet = 3.242 acres

Folio: 30-4917-001-0110, 30-4917-001-0114
 Section: 17-54-39

THIS IS NOT A SURVEY

PARCEL 7 - SFWMD TRACT ID W9309-664		MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION ENGINEERING SECTION	
		PARCEL SKETCH	SW 157 AVENUE FROM SW 42 ST. TO SW 8 ST. PARCEL NO. 7

MDC027

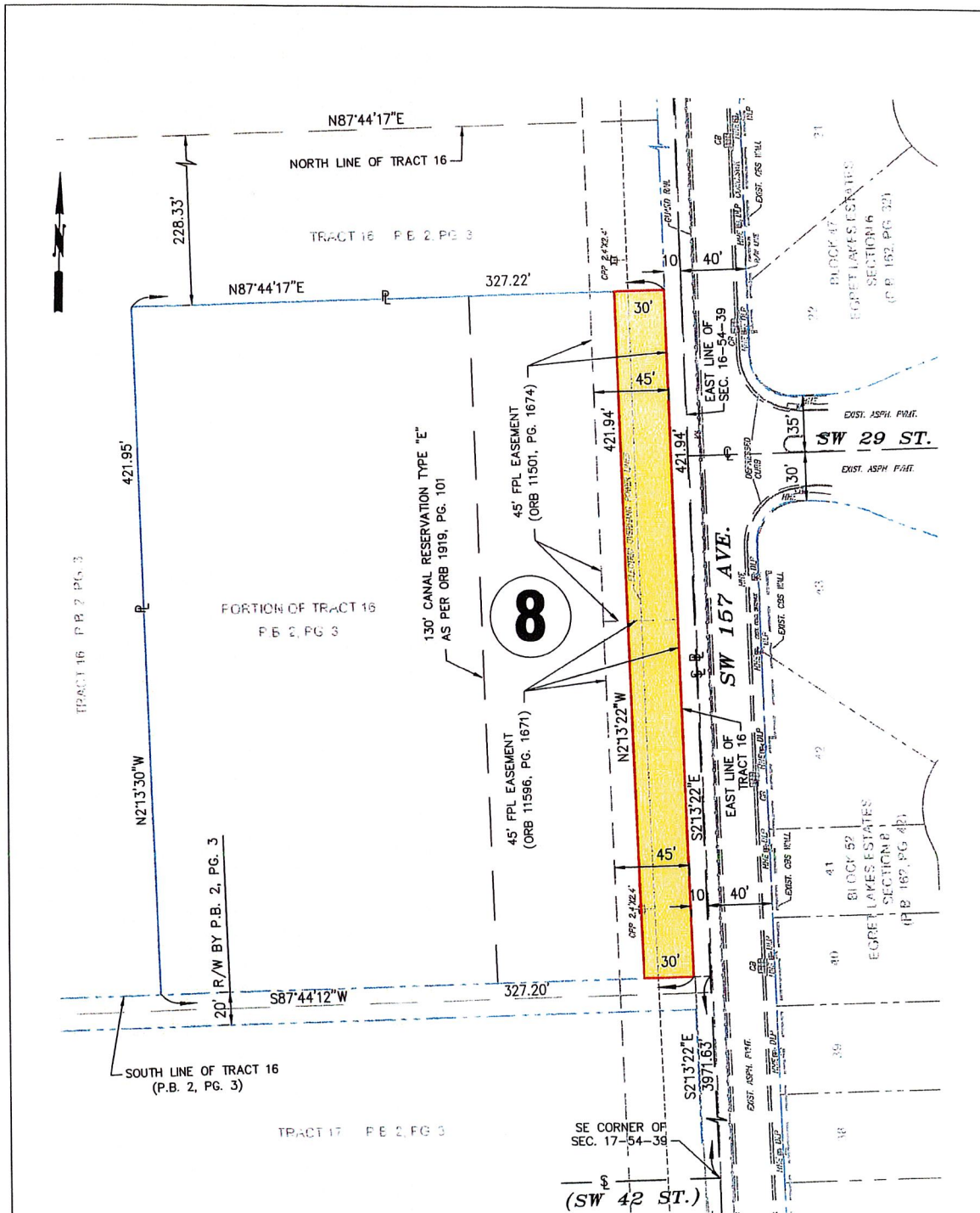
LEGAL DESCRIPTION
(FEE SIMPLE)

The East 30 feet of Tract 16 of Subdivision of Lands of the Miami Everglade Land Co. Ltd., of Section 17, Township 54 South, Range 39 East, Miami-Dade County, Florida; according to the Plat thereof, recorded in Plat Book 2 at Page 3 of the Public Records of Miami Dade County, Florida; less the North 228.33 feet thereof.

EXHIBIT "A"

PARCEL 8
Project No. 20180025
1 of 1

MDC028



LEGEND

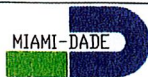
- | | | | | | |
|-------|------------------------|------|-------------|-----|----------------------|
| — | PROPERTY LINE | — | PARCEL LINE | ▭ | PARCEL AREA |
| - - - | EASEMENT LINE | ⊕ | CENTER LINE | ⊕ | PROPERTY LINE |
| — | SECTION LINE | SEC. | SECTION | ORB | OFFICIAL RECORD BOOK |
| - - - | RIGHT-OF-WAY LINE | P.B. | PLAT BOOK | PG. | PAGE |
| — | CANAL RESERVATION LINE | ⊕ | CENTER LINE | ⊕ | BASE LINE |

Parcel 8 - SFWMD Tract ID W9309-662
 Area of Parcel = 12,658 square-feet = 0.291 acres
 Area of Parent Tract = 138,065 square-feet = 3.170 acres

Folio: 30-4917-001-0104, 30-4917-001-0105
 Section: 17-54-39

THIS IS NOT A SURVEY

PARCEL 8 - SFWMD TRACT ID W9309-662



MIAMI-DADE COUNTY DEPARTMENT
 OF TRANSPORTATION AND PUBLIC WORKS
 RIGHT OF WAY DIVISION
 ENGINEERING SECTION

PARCEL SKETCH

SW 157 AVENUE
 FROM SW 42 ST. TO SW 8 ST.

SCALE: 1"=60' DATE: 1-30-25

CHECKED BY: A. FRAGA

DRAWN BY: L. ESPINOSA

PARCEL NO. 8

PROJECT: 20180025 SHEET: 1 OF 1

MDC029

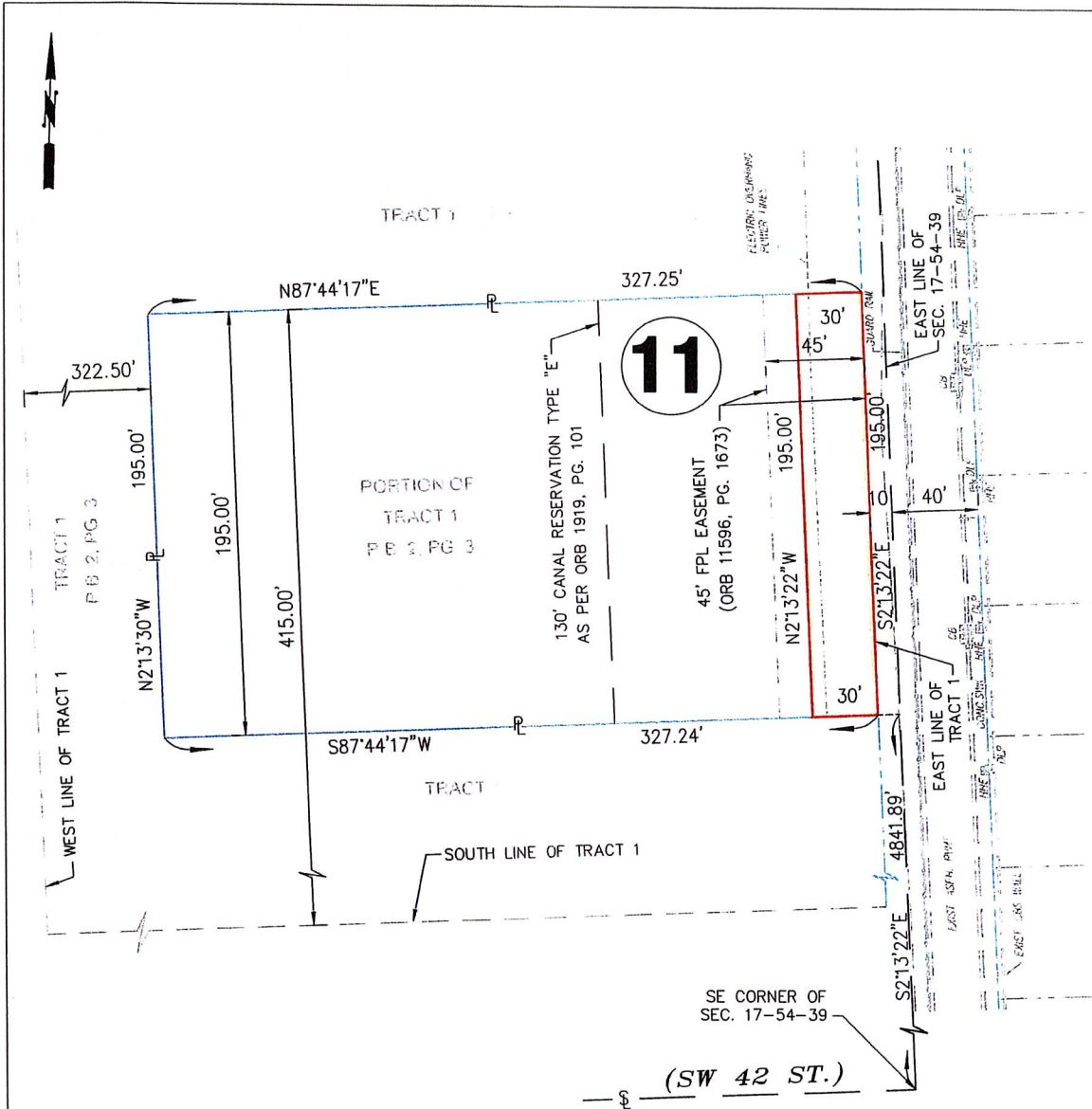
LEGAL DESCRIPTION
(FEE SIMPLE)

The East 30 feet of the North 195 feet of the South 415.00 feet of Tract 1 of Subdivision of Lands of the Miami Everglade Land Co. Ltd., of Section 17, Township 54 South, Range 39 East, Miami-Dade County, Florida; according to the Plat thereof, recorded in Plat Book 2 at Page 3 of the Public Records of Miami Dade County, Florida.

EXHIBIT "A"

PARCEL 11
Project No. 20180025
1 of 1

MDC030



LEGEND

	PROPERTY LINE		PARCEL LINE		PARCEL AREA
	EASEMENT LINE		SEC. SECTION		PROPERTY LINE
	SECTION LINE		ORB OFFICIAL RECORD BOOK		CENTER LINE
	RIGHT-OF-WAY LINE		P.B. PLAT BOOK		SECTION LINE
	CANAL RESERVATION LINE		PG. PAGE		BASE LINE

Parcel 11 - SFWMD Tract ID W9309-660
 Area of Parcel = 5,850 square-feet = 0.134 acres
 Area of Parent Tract = 63,812 square-feet = 1.465 acres

Folio: 30-4917-001-0012
 Section: 17-54-39

THIS IS NOT A SURVEY

<p>PARCEL 11 - SFWMD TRACT ID W9309-660</p>		<p>MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION ENGINEERING SECTION</p>	
		<p>SW 157 AVENUE FROM SW 42 ST. TO SW 8 ST.</p>	<p>SCALE: 1"=50' DATE: 1-30-25 CHECKED BY: A. FRAGA DRAWN BY: L. ESPINOSA</p>
<p>PARCEL SKETCH</p>		<p>PARCEL NO. 11 PROJECT: 20180025 SHEET: 1 OF 1</p>	

**EXHIBIT "B-1" TO
AGREEMENT FOR EXCHANGE OF REAL PROEPRTY INTEREST
BETWEEN THE SOUTH FLORIDA
WATER MANAGEMENT DISTRICT AND
MIAMI-DADE COUNTY**

**Tract No.
W9308-200/Parcel A**

EXHIBIT "A"

LEGAL DESCRIPTION PARCEL A:

Tract 5 of Subdivision of Lands of the Miami Everglade Land Co. LTD in Section 18, Township, 54 South, Range 39 East of Miami-Dade County, Florida, according to the Plat thereof, as recorded in Plat Book 2 at Page 3 of the Public Records of Miami-Dade County, Florida less the West 310.86 and the North 524.19 feet thereof.

Containing 47,445 Square Feet and/or 1.089 Acre more or less.

SURVEYOR'S NOTE:

Bearings as shown hereon refer to a bearing of N87°35'55"E along the North line of the Northwest 1/4 of Section 18-54-39. This bearing was obtained from Miami Dade County Department of Transportation and Public Works Surveying Section, Township Map 54 South, Range 39 East, based on NGS State Plane Coordinate System, Florida East Zone, NAD 1927 not Adjusted.

Arturo Fraga

Digitally signed by Arturo Fraga
Date: 2023.03.01 10:30:07
-05'00'



By: _____
Arturo Fraga
Professional Land Surveyor No. 5827
State of Florida

For: Miami-Dade County Department
of Transportation and Public Works
Right-of-Way Division Engineering Section
111 NW 1 Street, Suite 1610 Miami, Florida
33128-1970

TRACT 5: ORB 15370, PG. 868
FOLIO TRACT 5: 30-4918-001-0050

NOTICE: Unless it bears the signature and the original raised seal of a Florida licensed Surveyor and Mapper, this sketch is for informational purposes only and is not valid.

THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED AND WITHOUT WHICH THIS SKETCH IS TO BE CONSIDERED VOID AND INCOMPLETE.



THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MIAMI-DADE COUNTY DEPARTMENT
OF TRANSPORTATION AND PUBLIC WORKS
RIGHT OF WAY DIVISION
ENGINEERING SECTION

SW 172 Ave and SW 26 St (Theoretical)
Tract 5 Swap Land
SFWMD PARCEL A

SCALE: N/A	DATE: 02-28-23
CHECKED BY: A. Fraga	
DRAWN BY: L. Espinosa	
PROJECT: 20180025	SHEET: 1 of 2

MDC033

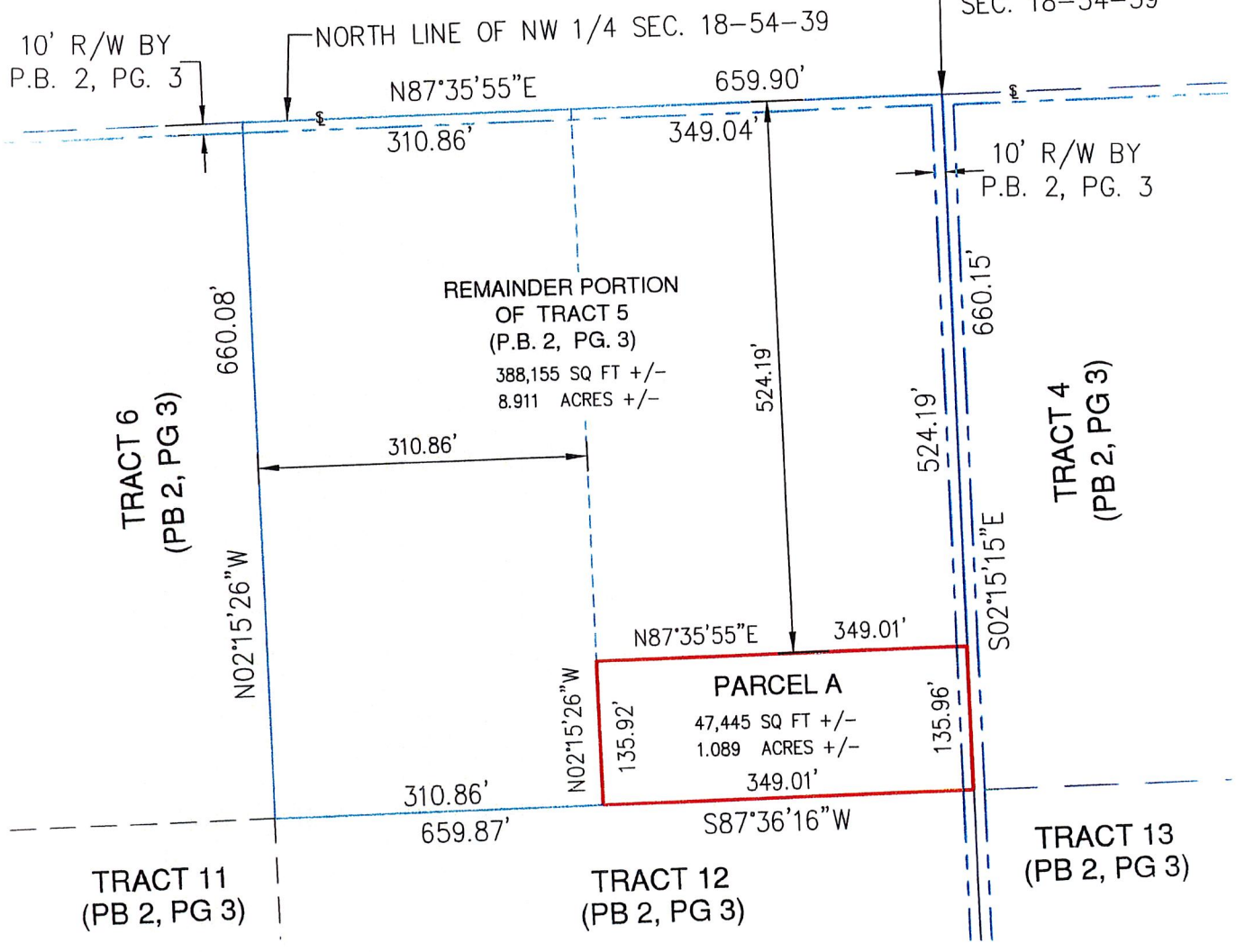
SEC 18
TWP 54 S
RGE 39 E

SEC. 7-54-39
NOT SUBDIVIDED

NORTH 1/4 CORNER
SEC. 18-54-39

10' R/W BY
P.B. 2, PG. 3

10' R/W BY
P.B. 2, PG. 3



LEGEND

- TRACT LINE
- - - SECTION LINE
- PROPERTY LINE TRACT 5
- R/W RIGHT OF WAY LINE
- PROPERTY LINE PARCEL A
- RIGHT OF WAY LINE
- RGE RANGE
- TWS TOWNSHIP MAP
- SEC. SECTION
- ORB OFFICIAL RECORDS BOOK
- SQ FT SQUARE FEET
- P.B. PLAT BOOK
- PG. PAGE
- § SECTION LINE

TRACT 5: ORB 15370, PG. 868
FOLIO TRACT 5: 30-4918-001-0050

THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED AND WITHOUT WHICH THIS SKETCH IS TO BE CONSIDERED VOID AND INCOMPLETE



THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION ENGINEERING SECTION	SW 172 Ave and SW 26 St (Theoretical)	SCALE: 1"=150'	DATE: 02-28-23
	Tract 5 Swap Land SFWMD PARCEL A	CHECKED BY: A. Fraga	
		DRAWN BY: L. Espinosa	
		PROJECT: 20180025	SHEET: 2 of 2

**EXHIBIT "B-2" TO
AGREEMENT FOR EXCHANGE OF REAL PROEPRTY INTEREST
BETWEEN THE SOUTH FLORIDA
WATER MANAGEMENT DISTRICT AND
MIAMI-DADE COUNTY**

**Tract No.
W9308-201/Parcel B**

EXHIBIT "A"

LEGAL DESCRIPTION PARCEL B:

The South 349.43 feet of the North 524.19 feet of Tract 5 of Subdivision of Lands of the Miami Everglade Land Co. LTD in Section 18, Township 54 South, Range 39 East of Miami-Dade County, Florida, according to the Plat thereof, as recorded in Plat Book 2 at Page 3 of the Public Records of Miami-Dade County, Florida, less the West 310.86 feet thereof.

Containing 121,958 Square Feet and/or 2.800 Acre more or less.

SURVEYOR'S NOTE:

Bearings as shown hereon refer to a bearing of N87°35'55"E along the North line of the Northwest 1/4 of Section 18-54-39. This bearing was obtained from Miami Dade County Department of Transportation and Public Works Surveying Section, Township Map 54 South, Range 39 East, based on NGS State Plane Coordinate System, Florida East Zone, NAD 1927 not Adjusted.

Arturo Fraga Digitally signed by Arturo Fraga
Date: 2023.03.01 10:31:00 -05'00'

By: _____
Arturo Fraga
Professional Land Surveyor No. 5827
State of Florida



For: Miami-Dade County Department
of Transportation and Public Works
Right-of-Way Division Engineering Section
111 NW 1 Street, Suite 1610 Miami, Florida
33128-1970

TRACT 5: ORB 15370, PG. 868
FOLIO TRACT 5: 30-4918-001-0050

NOTICE: Unless it bears the signature and the original raised seal of a Florida licensed Surveyor and Mapper, this sketch is for informational purposes only and is not valid.

THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED AND WITHOUT WHICH THIS SKETCH IS TO BE CONSIDERED VOID AND INCOMPLETE.



THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION ENGINEERING SECTION	SW 172 Ave and SW 26 St (Theoretical)	SCALE: N/A	DATE: 02-28-23
	Tract 5 Swap Land SFWMD PARCEL B	CHECKED BY: A. Fraga	
		DRAWN BY: L. Espinosa	
			SHEET: 1 of 2

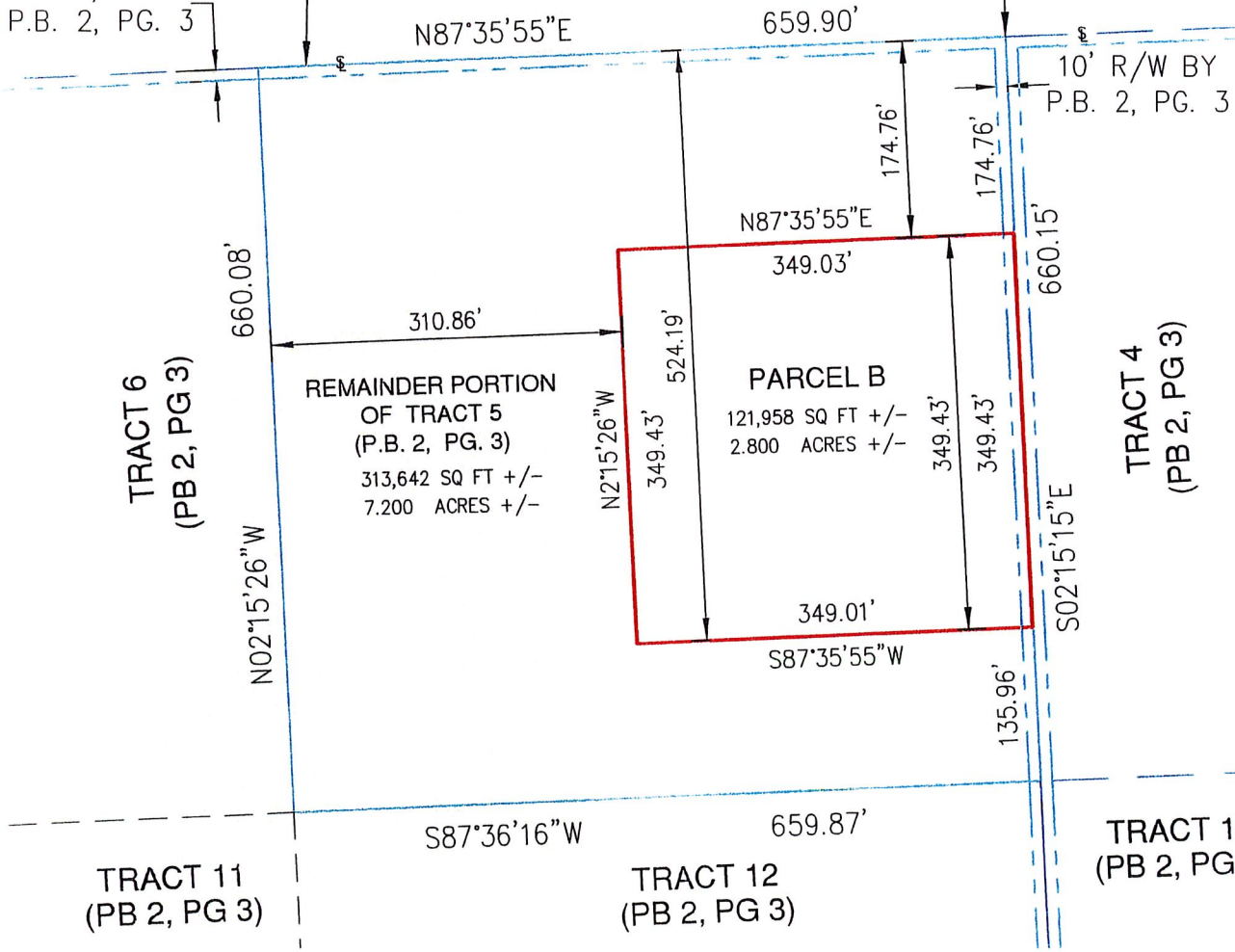
SEC 18
TWP 54 S
RGE 39 E

SEC. 7-54-39
NOT SUBDIVIDED

10' R/W BY
P.B. 2, PG. 3

NORTH LINE OF NW 1/4 SEC. 18-54-39

NORTH 1/4 CORNER
SEC. 18-54-39



LEGEND

- TRACT LINE
- - - SECTION LINE
- PROPERTY LINE PARCEL B
- - - RIGHT OF WAY LINE
- PROPERTY LINE TRACT 5
- R/W RIGHT OF WAY LINE
- P.B. PLAT BOOK
- PG. PAGE
- § SECTION LINE
- RGE RANGE
- TWS TOWNSHIP MAP
- SEC. SECTION
- ORB OFFICIAL RECORDS BOOK
- SQ FT SQUARE FEET

TRACT 5: ORB 15370, PG. 868
FOLIO TRACT 5: 30-4918-001-0050

THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED AND WITHOUT WHICH THIS SKETCH IS TO BE CONSIDERED VOID AND INCOMPLETE



THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MIAMI-DADE COUNTY DEPARTMENT
OF TRANSPORTATION AND PUBLIC WORKS
RIGHT OF WAY DIVISION
ENGINEERING SECTION

SW 172 Ave and SW 26 St (Theoretical)

Tract 5 Swap Land
SFWMD PARCEL B

SCALE: 1"=150'

DATE: 02-28-23

CHECKED BY: A. Fraga

DRAWN BY: L. Espinosa

PROJECT: 20180025

SHEET: 2 of 2

**EXHIBIT "C" TO
AGREEMENT FOR EXCHANGE OF REAL PROEPRTY INTEREST
BETWEEN THE SOUTH FLORIDA
WATER MANAGEMENT DISTRICT AND
MIAMI-DADE COUNTY**

**Tract No.
W9308-200/Parcel A**

Instrument prepared by and Return To:
Miami-Dade County Internal Services Department
Real Estate Development Division
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907

Folio No.: 30-4918-001-0050

COUNTY DEED

THIS COUNTY DEED, made this ___ day of _____, 2025, by **Miami-Dade County, Florida**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Suite 17-202, Miami, Florida 33128 and **South Florida Water Management District**, a government entity created pursuant to Chapter 373, Florida Statutes (hereinafter "Grantee"), whose address is 3301 Gun Club Road, West Palm Beach, Florida 33406

WITNESSETH:

That the County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, to It In hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, the following legally described land lying and being in Miami-Dade County, Florida, (hereinafter "Property"):

See attached Exhibit "A"

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

Pursuant to Section 270.11, Florida Statutes, the County has elected not to reserve any phosphate, minerals, and metals or petroleum interests in the Property.

This property was acquired by the Grantee with funds provided by the Secretary of the U.S. Department of the Interior for Everglades restoration activities pursuant to the authority of Section 390 of Public Law 104-127, 110 Stat. 1022.

IN WITNESS WHEREOF Miami-Dade County has caused this instrument to be executed
In its name by Its Board of County Commissioners acting by the Chair or Vice Chair of said
board, on the day and year aforesaid

(OFFICIAL SEAL)

ATTEST:

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

By: _____
_____, _____ Clerk

By: _____
Its: Chairperson (or Vice Chairperson)

Approved for legal sufficiency: _____

The foregoing was authorized by Resolution No, _____ approved by the Board of County
Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2025.

**EXHIBIT "D" TO
AGREEMENT FOR EXCHANGE OF REAL PROEPRTY INTEREST
BETWEEN THE SOUTH FLORIDA
WATER MANAGEMENT DISTRICT AND
MIAMI-DADE COUNTY**

**Tract No.
W9308-201/Parcel B**

Instrument prepared by and Return To:
Miami-Dade County Internal Services Department
Real Estate Development Division
111 N.W. 1 Street, Suite 2460
Miami, Florida 33128-1907

Folio No.: 30-4918_001_0050

COUNTY DEED

THIS COUNTY DEED, made this ___ day of _____, 2025, by **Miami-Dade County, Florida**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1st Street, Suite 17-202, Miami, Florida 33128 and **South Florida Water Management District**, a government entity created pursuant to Chapter 373, Florida Statutes (hereinafter "Grantee"), whose address is 3301 Gun Club Road, West Palm Beach, Florida 33406

WITNESSETH:

That the County, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, to It In hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, the following legally described land lying and being In Miami-Dade County, Florida, (hereinafter "Property"):

See attached Exhibit "A"

This grant conveys only the Interest of the County and Its Board of County Commissioners in the Property herein described and shall not be deemed to warrant the title or to represent any statement of facts concerning the same.

Pursuant to Section 270.11, Florida Statutes, the County has elected not to reserve any phosphate, minerals, and metals or petroleum interests in the Property.

IN WITNESS WHEREOF Miami-Dade County has caused this instrument to be executed
In its name by Its Board of County Commissioners acting by the Chair or Vice Chair of said
board, on the day and year aforesaid

(OFFICIAL SEAL)

ATTEST:

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

By: _____
_____, _____ Clerk

By: _____
Its: Chairperson (or Vice Chairperson)

Approved for legal sufficiency: _____

The foregoing was authorized by Resolution No, _____ approved by the Board of County
Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2025.

**EXHIBIT "E" TO
AGREEMENT FOR EXCHANGE OF REAL PROEPRTY INTEREST
BETWEEN THE SOUTH FLORIDA
WATER MANAGEMENT DISTRICT AND
MIAMI-DADE COUNTY**

Tract Nos.

W9309-668/Parcel 2

W9309-666/Parcel 5

W9309-664/Parcel 7

W9309-660/Parcel 11

W9308-200/Parcel A

This instrument prepared by and return to:
South Florida Water Management District
3301 Gun Club Road,
West Palm Beach, FL 33406
ATTN: REAL ESTATE, MSC# 8810

Tract No.: W9310-005, W9309-032, W9309-023,
W9309-021, W9309-004 (SFWMD Property)
W9308-200 and W9308-201 (County Property)

QUITCLAIM DEED

THIS INDENTURE made this _____ day of _____, 2025, between **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a government entity created by Chapter 373, Florida Statutes, (hereinafter referred to as the "**Grantor**") with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, and **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, with its principal office and mailing address at 111 NW 11th Street, Miami, Florida 33128 (hereinafter referred to as the "**Grantee**").

WITNESSETH:

That said **Grantor**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid by the said **Grantee**, the receipt whereof is hereby acknowledged, by these presents does remise, release and quitclaim unto the said **Grantee**, its successors and assigns forever, the following described land, situate, lying and being in Osceola County, State of Florida, described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises").

Pursuant to Section 270.11, Florida Statutes, the Grantor has elected not to reserve any phosphate, minerals, and metals or petroleum interests in the Premises.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said **Grantor**, either in law or in equity, to the only proper use, benefit and behoof of the said **Grantee**, its successors and assigns forever.

[Remainder of page intentionally left blank. Signatures appear on the next page.]

IN WITNESS WHEREOF, the South Florida Water Management District has caused these presents to be executed in its name and its official seal affixed hereto by its Governing Board, acting by the Chairman of said Board and attested by its Secretary.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

(Seal)

By: _____
Chauncey P. Goss, II, Chairman

ATTEST:

Molly Brown, Secretary/District Clerk

Legal Form Approved:

By: _____
Office of Counsel

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Chauncey P. Goss, II and Molly Brown, as Chairman and Secretary/District Clerk, of the Governing Board of the South Florida Water Management District, a government entity created by Chapter 373, Florida Statutes, on behalf of the South Florida Water Management District, who are personally known to me.

Notary Public
Print: _____
My Commission Expires:



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: July 21, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

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**
- _____ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) _____) 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.

RESOLUTION NO. _____

RESOLUTION APPROVING, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, AN EXCHANGE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) FOR THE CONVEYANCE TO THE COUNTY OF FIVE FEE SIMPLE PARCELS OWNED BY SFWMD IDENTIFIED AS PARCELS 2, 5, 7, 8, AND 11 COMPRISING 1.318 ACRES AS IDENTIFIED IN RESOLUTION NOS. R-955-20, R-978-20, R-980-20, R-981-20, AND R-984-20 AND REQUIRED IN CONNECTION WITH COUNTY ROADWAY IMPROVEMENTS TO SW 157TH AVENUE, IN EXCHANGE FOR THE CONVEYANCE TO SFWMD OF A 3.889-ACRE TRACT OF COUNTY-OWNED LAND BOUNDED ON THE NORTH BY SW 26 STREET, THE SOUTH BY SW 28 STREET, THE WEST BY SW 173 AVENUE, AND THE EAST BY SW 172 COURT (COUNTY PROPERTY) OF EQUAL VALUE; DECLARING COUNTY PROPERTY SURPLUS, ELECTING NOT TO RESERVE MINERAL RIGHTS PURSUANT TO SECTION 270.11, FLORIDA STATUTES, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE LAND EXCHANGE AGREEMENT AND TO ACCEPT CONVEYANCE OF SFWMD PROPERTY, TO EXERCISE ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; AUTHORIZING THE CHAIRPERSON OR VICE- CHAIRPERSON OF THE BOARD TO EXECUTE A COUNTY DEED

WHEREAS, pursuant to Resolution Nos. R-975-20, R-978-20, R-980-20, R-981-20, and R-984-20, this Board authorized the acquisition in fee simple of the properties known as Parcels 2, 5, 7, 8 and 11 from the SFWMD (the "SFWMD Property") comprising 1.318 acres located along the west right-of-way line of SW 157th Avenue between SW 42nd Street and SW 26th Street required by the County for the public purpose of roadway expansion and improvements to SW 157th Avenue (the "County Roadway Project"), including the initiation of eminent domain proceedings; and

WHEREAS, the SFWMD Property is encumbered by grant restrictions which require the conveyance to SFWMD of replacement land of equal value that meets the same criteria as the lands being conveyed to the County, rather than monetary consideration; and

WHEREAS, the County owns 3.889 acres of land located within the Bird Drive Basin which is acceptable to SFWMD and meets the necessary criteria for replacement of the SFWMD Property, as legally described in the County Deeds attached to the Mayor's memorandum as Exhibits "C" and "D" (the "County Deeds") of the Exchange Agreement; and

WHEREAS, the SFWMD Property has an appraised value equal to the appraised value of the County property, of \$175,000.00; and

WHEREAS, in exchange for conveying the County property to SFWMD, the County will receive five (5) fee simple parcels from SFWMD by an SFWMD Quit Claim Deeds over the SFWMD Property, attached to the Mayor's Memorandum as Exhibit "E" (the "SFWMD Property Deed"), including all rights necessary to construct and maintain the County Roadway Project; and

WHEREAS, the County property is not needed for County purposes, and it is in the best interest of the County to exchange the County property for the SFWMD Property which the County needs for the County Roadway Project in accordance with the Exchange Agreement attached to the Mayor's memorandum as Exhibit "1" (the "Exchange Agreement"); and

WHEREAS, pursuant to section 270.11, Florida Statutes, the County and SFWMD have elected not to reserve any interests in phosphate, minerals, and metals on the properties being exchanged; and

WHEREAS, the administration has performed all necessary due diligence, and has confirmed that no obstacles or impediments exist with respect to the conveyance of the County property to SFWMD; and

WHEREAS, pursuant to section 125.37, Florida Statutes, this Board may authorize this property exchange; 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 and incorporates the foregoing recitals.

Section 2. This Board approves the Exchange Agreement in substantially the form attached to the Mayor’s memorandum as Exhibit “1” and authorizes the exchange of the County property for the SFWMD Property.

Section 3. This Board finds that the County property is not needed for County purposes and that the SFWMD Property is needed for a County purpose, that it is in the County’s best interest to exchange the County property for the SFWMD Property, and pursuant to section 125.37, Florida Statutes, approves the property exchange and: (i) declares the County property surplus; (ii) elects not to reserve the County’s interests and title to phosphate, minerals, and metals in the County property; (iii) authorizes the Chairperson or Vice-Chairperson of the Board to execute the County Deeds conveying the County property to SFWMD in substantially the form attached to the Mayor’s memorandum as Exhibits “C” and “D” of the Exchange Agreement; (iv) authorizes the County Mayor or County Mayor’s designee to execute the Exchange Agreement and to accept the conveyance of the SFWMD Deeds in substantially the form attached to the Mayor’s memorandum as Exhibit “E” of the Exchange Agreement; and (v) authorizes the County Mayor or County Mayor’s designee to exercise all rights contained in the Exchange Agreement, the County Deeds, and the SFWMD Deed, and to take all actions necessary to effectuate this transaction.

Section 4. Pursuant to Resolution No. R-974-09, the County Mayor or County Mayor's designee shall record all instruments of conveyance in connection with such exchange in the Public Records of Miami-Dade County, Florida and shall provide a recorded copy of the instruments to the Clerk of the Board within 30 days of execution of said instrument. This Board directs the Clerk of the Board to attach and permanently store a recorded copy 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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day, of July, 2026. This resolution shall become effective upon the earlier of (1) ten (10) days after the date of its adoption unless vetoed by the 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

JUAN FERNANDEZ-BARQUIN

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Andrea Gonzalez