

## MEMORANDUM

Agenda Item No. 11(A)(18)

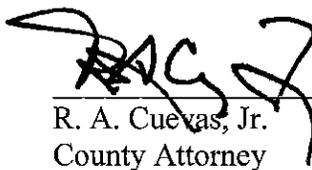
**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** May 5, 2015

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution approving the acceptance of a Warranty Deed from Colonnade at Dadeland Owner, LLC, a Delaware limited liability company, for \$10.00, for the conveyance to the County of approximately 39,612 square feet of public park land and improvements located at the southwest corner of SW 72 Avenue and SW 82 Street, Unincorporated Miami-Dade County and the conveyance by the County to Colonnade at Dadeland Owner, LLC of a drainage and access easement on a portion of such property  
Resolution No. R-434-15

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/smm



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** May 5, 2015

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(18)

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
- 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 \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) 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. 11(A)(18)  
5-5-15

RESOLUTION NO. R-434-15

RESOLUTION APPROVING THE ACCEPTANCE OF A WARRANTY DEED FROM COLONNADE AT DADELAND OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, FOR \$10.00, FOR THE CONVEYANCE TO THE COUNTY OF APPROXIMATELY 39,612 SQUARE FEET OF PUBLIC PARK LAND AND IMPROVEMENTS LOCATED AT THE SOUTHWEST CORNER OF SW 72 AVENUE AND SW 82 STREET, UNINCORPORATED MIAMI-DADE COUNTY AND THE CONVEYANCE BY THE COUNTY TO COLONNADE AT DADELAND OWNER, LLC OF A DRAINAGE AND ACCESS EASEMENT ON A PORTION OF SUCH PROPERTY, AND AUTHORIZING COUNTY MAYOR OR MAYOR'S DESIGNEE TO COMPLETE ALL ACTS NECESSARY TO EFFECTUATE THE CONVEYANCE OF THE PARK TO COUNTY, TO EXECUTE THE DRAINAGE AND ACCESS EASEMENT, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, ALL SUBJECT TO SATISFACTION OF CONDITIONS PRECEDENT

**WHEREAS**, originally developed by this Board in 1999, the Downtown Kendall Urban Center District ("Downtown Kendall UCD"), codified in Sections 33-284.55 through 33-284.65 of the Code of Miami-Dade County, Florida ("County Code"), is intended to produce a metropolitan urban center that fulfills the goals, objectives and policies of the County's Comprehensive Development Master Plan by linking development and pedestrian access to mass transit and creating good public open spaces; and

**WHEREAS**, the Downtown Kendall UCD designates certain areas within its boundaries as open spaces; and

**WHEREAS**, one of the areas designated as open space in the Downtown Kendall UCD is approximately 39,612 square feet of land located at the southwest corner of SW 72nd Avenue and SW 82nd Street ("Park"); and

**WHEREAS**, in compliance with the open space requirements of the Downtown Kendall UCD, the predecessor to Colonnade at Dadeland Owner, LLC (“Developer”), a Delaware limited liability company, executed and recorded a Declaration of Restrictions (“Declaration”) for the Park on May 11, 2012, at OR Book 28108, Pages 1173-1178, stating that the Park property was vacant and would be developed in accordance with the Downtown Kendall UCD and would serve as a public plaza; and

**WHEREAS**, indeed, in 2004, pursuant to Ordinance No. 04-84 (“Special Taxing District Ordinance”), this Board had also approved the creation of the Colonnade Multipurpose Special Taxing District, which district was to include the Park, and the Park would be maintained and serviced by the Parks, Recreation and Open Spaces Department (“PROS”); and

**WHEREAS**, while the Special Taxing District Ordinance provided that the Park was to initially include turf, trees, shrubs, an irrigation system, a 70 foot wall, and a fountain, the Developer has worked closely with PROS to develop the Park to include a tot lot and dog park in lieu of the fountain and the fountain will instead be located in an adjacent park to be developed by the Developer; and

**WHEREAS**, therefore, it is necessary to amend the Special Taxing District Ordinance to account for the improvements at the Park and the costs associated therewith before the County accepts the Warranty Deed to the Park, in substantially the form attached hereto as Exhibit “A”, in order to ensure funds are available to maintain the Park as originally intended; and

**WHEREAS**, in addition, because the Colonnade Multipurpose Special Taxing District will not be activated until October of 2015, the Developer has agreed to continue to maintain the Park until such Taxing District is activated pursuant to the Drainage and Access Easement (“Easement”) attached hereto as Exhibit “B”; and

**WHEREAS**, in accordance with the Declaration, the Easement also grants the Developer the right to access the Park in order to undertake any necessary maintenance, repairs and/or replacement of its drainage facilities running under a portion of the Park; and

**WHEREAS**, subject to the satisfaction of certain conditions precedent, this Board finds that it is in the best interest of the County to accept the Warranty Deed and Park dedication from Developer and to approve the Easement,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY**

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**COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:**

**Section 1.** This Board ratifies and adopts the foregoing recitals, which are incorporated herein.

**Section 2.** Subject to the satisfaction of the Conditions Precedent (as defined herein), this Board approves the acceptance of a Warranty Deed for the Park, in substantially the form attached hereto as Exhibit "A", and the conveyance of the Easement to the Developer, in substantially the form attached hereto as Exhibit "B", and authorizes the County Mayor or Mayor's designee to execute same. The Conditions Precedent to the approval of acceptance of the Warranty Deed and the conveyance of the Easement are as follows: (a) the amendment by the Board of the Special Taxing District Ordinance so as to allow all of the improvements to the Park to be maintained by the Colonnade Multipurpose Special Taxing District or, alternatively, the identification and approval by the Board of a funding source to maintain those improvements at the Park; (b) the termination by Developer of all permits and licenses to third parties for the use of the Park, including air rights above the Park; and (c) compliance by the Developer with, and satisfaction by the Developer of, all of the requirements and conditions set forth in Schedule B of the County's Title Commitment for the Park, attached hereto as Exhibit "C" (collectively defined as the "Conditions Precedent"). If all of the Conditions Precedent are not satisfied by

November 1, 2015, then this approval and authorization shall be deemed null and void and of no further force and effect.

**Section 3.** Subject to the satisfaction of the Conditions Precedent, this Board authorizes the County Mayor or Mayor's designee to complete all acts and take all steps necessary to accept the Warranty Deed from the Developer and to effectuate the conveyance of the Park to the County, to execute the Easement and to exercise all provisions contained therein.

**Section 4.** Pursuant to Resolution No. R-974-09, the Board: (a) directs the County Mayor or Mayor's designee to record the instrument of conveyance accepted herein in the public records of Miami-Dade County, Florida and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of execution of said instrument; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Xavier L. Suarez. It was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

	Jean Monestime, Chairman	<b>aye</b>
	Esteban L. Bovo, Jr., Vice Chairman	<b>aye</b>
Bruno A. Barreiro	<b>aye</b>	Daniella Levine Cava <b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Audrey M. Edmonson <b>aye</b>
Sally A. Heyman	<b>aye</b>	Barbara J. Jordan <b>aye</b>
Dennis C. Moss	<b>aye</b>	Rebeca Sosa <b>aye</b>
Sen. Javier D. Souto	<b>absent</b>	Xavier L. Suarez <b>aye</b>
Juan C. Zapata	<b>aye</b>	

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of May, 2015. 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: Christopher Agrippa  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Monica Rizo Perez

Prepared by and return to:  
Miami-Dade County ISD  
Real Estate Development Division  
111 NW 1<sup>st</sup> Street, Suite 2460  
Miami, Florida 33128

**Property ID#: 30-4035-048-0020**

**USER DEPT.: Parks, Recreation and Open Spaces**

**WARRANTY DEED**

**THIS WARRANTY DEED** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between COLONNADE AT DADELAND OWNER, LLC, a Delaware limited liability company (hereinafter referred to as the "Grantor"), whose mailing address is 2255 Glade Road, Boca Raton, FL 33431, and **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida** (hereinafter referred to as the "Grantee") whose address is 111 NW 1<sup>st</sup> Street, Miami, Florida 33128 c/o Miami-Dade County Parks, Recreation and Open Spaces Department, whose address is 275 NW 2nd Street, Miami, Florida 33128. Wherever used herein, the terms "Grantor" and "Grantee" shall include all of the parties to this instrument and their successors and assigns.

**WITNESSETH**

**GRANTOR**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does hereby grant, bargain and sell to Grantee and Grantee's heirs, successors and assigns forever, that certain parcel of land situate and being in Miami-Dade County, Florida (the "Property"), to wit:

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

**TOGETHER** with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

**THIS CONVEYANCE** is subject to: (a) taxes and assessments for the year 2014 and subsequent years; (b) reservations, easements, matters of plat, covenants and restrictions of public record, if any, but this reference shall not operate to reimpose same.

**TO HAVE** and to hold the same in fee simple forever.

**GRANTOR** hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property, that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

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**EXHIBIT "A"**

**Legal Description**

**Tract "B" of the plat of COLONNADE, according to the plat thereof recorded in Plat book 163, at Page 44, of the Public Records of Miami-Dade County, Florida.**

This instrument was prepared by:

Jorge L. Navarro, Esq.  
Greenberg Traurig, P.A.  
333 S.E. 2<sup>nd</sup> Avenue  
Miami, Florida 33131

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**DRAINAGE AND ACCESS EASEMENT**

**THIS DRAINAGE EASEMENT** (“Easement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2015, by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the “County”), having a mailing address of 111 NW 1<sup>st</sup> Street, Suite 17-202, Miami, Florida 33128, in favor of **COLONNADE AT DADELAND OWNER, LLC.**, a Delaware limited liability company (the “Colonnade”), having a mailing address of 2001 Bryan Street, Suite 3275, Dallas, TX 75201.

**WITNESSETH**

**WHEREAS**, Colonnade was the owner of certain real property located in Miami-Dade County, Florida, legally described on **Exhibit A** attached hereto and made a part hereof (the “Park Property”);

**WHEREAS**, Colonnade is the current owner of certain real property located adjacent to the Park Property, legally described on **Exhibit B** attached hereto and made a part hereof (the “Colonnade Property”);

**WHEREAS**, Colonnade agreed to convey the Park Property to the County subject to the County conveying to Colonnade an easement over, across and under that portion of the Park Property described on that certain sketch and legal description attached hereto and made a part hereof as **Exhibit C** (the “Easement Area”) for the right of access as may reasonably be necessary to maintain, restore, repair and/or replace certain drainage improvements constructed pursuant to the Drainage Plans set forth in **Exhibit D** attached hereto and made a part hereof (the “Drainage Plans”), including, without limitation, pipes, culverts, conduits, outflows and other similar types of underground structures (collectively the “Drainage Facilities”) for the purpose of providing adequate and appropriate drainage of storm water from the Colonnade Property; and

**WHEREAS**, the County has agreed to accept the Park Property and grant the aforesaid easements upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual terms, covenants and conditions contained herein, the parties hereto agree as follows:

MIA 184344687v2

MIA 184358573v1

//

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Grant of Easements.** The County hereby grants and conveys to the Colonnade, its employees, contractors, agents and/or assigns a non-exclusive, perpetual easement over, across, upon, through and under the Easement Area for the right of access as may reasonably be necessary to perform maintenance, restoration, repair and/or replacement of the Drainage Facilities for the purpose of drainage of storm water from the Colonnade Property.

3. **Drainage Facilities in Easement Area.**

(a) Colonnade shall, at its sole cost and expense, maintain, restore, repair and/or replace as needed the Drainage Facilities in accordance with all applicable governmental requirements, including all applicable county, state and federal laws, ordinances, codes, statutes, rules and regulations, and Colonnade shall obtain, at its sole cost and expense, all necessary permits and approvals in connection therewith.

(b) Colonnade shall keep the Park Property, inclusive of the Easement Area, at all times free of mechanics' liens, and any other liens, for labor, services, supplies, equipment or materials purchased or procured, directly or indirectly, by or for Colonnade in connection with the Drainage Facilities. Should any such claim of lien be recorded, it shall be paid, bonded or otherwise discharged by Colonnade within thirty (30) days after recordation.

(c) Colonnade shall require its contractor(s) to procure, keep in force and maintain during the period of any work to be performed by such contractor(s) within the Easement Area, at no cost to the County, a policy or policies of insurance containing such coverage as is customarily required by the County for similar work and all such policies shall name the County as an additional insured and beneficiary.

(d) The County shall not construct any buildings, structures or other improvements on, over, under or upon the Easement Area the effect of which would interfere, hinder or otherwise impede the proper operation and uninterrupted use of the Drainage Facilities as contemplated in this Easement. In the event the County seeks to construct any building or permanent structure on, over or upon the Easement Area and any such proposed building or permanent structure would materially interfere, hinder or otherwise impede the proper operation and uninterrupted use of the Drainage Facilities, then the County shall relocate and reconstruct the Drainage Facilities to a new location (and this Easement shall be amended in order to revise the location of the Easement Area to account for such new location, with such amendment to be recorded in the Public Records of Miami-Dade County, Florida) in accordance with the requirements set forth in Section 5 hereof in order to provide for the reasonable and unobstructed access to perform maintenance, restoration, repair and/or replacement of the Drainage Facilities.

4. **Maintenance of Drainage Facilities.** Colonnade shall, at its sole cost and expense, operate and maintain the Drainage Facilities in good working order and in full compliance with all applicable government regulations and shall make all such repairs as may be necessary for the proper operation of the Drainage Facilities. In the event of an emergency, the

Colonnade shall immediately take all steps necessary to perform any required maintenance and/or repairs to the Drainage Facilities. Notwithstanding the foregoing, Colonnade shall have the right (but shall not be required) to access and make full use of the Easement Area on twenty-four (24) hour basis for purposes of performing emergency repairs and or maintenance to the Drainage Facilities.

5. **Future Improvements to Drainage Facilities within Park Property.** In the event the County seeks to construct any buildings, structures or other improvements on the Park Property (the "**Future Park Improvements**") which creates the need for additional drainage facilities for storm water runoff from the Park Property (the "**Additional Runoff**"), the County may relocate and reconstruct the Drainage Facilities on another portion of the Park Property and/or make additional connections to the Drainage Facilities as may reasonably be necessary to accommodate the Additional Runoff (the "**New Drainage Facilities**"), in accordance with and subject to the following requirements:

(a) At its sole cost and expense and in accordance with all applicable governmental requirements, including all applicable County, State and Federal laws, ordinances, codes, statutes, rules and regulations, including all necessary permits and approvals required in connection therewith, the County may relocate and/or reconstruct the Drainage Facilities.

(b) Any New Drainage Facilities shall be designed and constructed with the adequate amount of drainage capacity required by Miami-Dade County and any other applicable regulatory agency to accommodate both the storm water volumes generated by the use of the Colonnade Property and the Additional Runoff generated by the Future Park Improvements.

(c) The County shall, at its sole cost and expense, maintain, restore, repair and/or replace as needed any New Drainage Facilities in accordance with all applicable governmental requirements, including all applicable county, state and federal laws, ordinances, codes, statutes, rules and regulations, and the County shall obtain, at its sole cost and expense, all necessary permits and approvals in connection therewith. Notwithstanding the foregoing, Colonnade shall have the right (but shall not be required) to access and make full use of the Easement Area for purposes of performing emergency repairs and or maintenance to the New Drainage Facilities.

(d) Prior to the installation and construction of any New Drainage Facilities, the County shall grant and convey to the Colonnade, its successors or assigns, any further easements and rights of access over, across, upon, through and under the Park Property as may be reasonably necessary to perform maintenance, restoration, repair and/or replacement of the Drainage Facilities and New Drainage Facilities (the "**Additional Easement Rights**"), as the case may be, and the County shall execute and cause the be recorded in the Public Records of Miami-Dade County any documents necessary to legally effectuate and convey such Additional Easement Rights.

6. **Indemnity.** Colonnade does hereby agree to indemnify and hold the County and its officers, employees, agents and instrumentalities harmless from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its

officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from any activities of Colonnade, its employees, contractors, servants, partners, principals, subcontractors and/or agents relating to the Easement, except to the extent caused solely by the negligence of the County or its employees, contractors and/or agents. Colonnade shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. Colonnade expressly understands and agrees that any insurance protection required by this Easement or otherwise provided by Colonnade shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

7. **Maintenance of Park Property.** Colonnade agrees to maintain the Park Property until November 1, 2015. Maintenance of the Park Property includes, but is not limited to, the placement of all waste into the provided waste receptacles, the mowing of grass areas and trimming of landscaping, the cleaning and repairing of park furniture and equipment, and the payment of utilities such as lighting and water.

8. **Damage to the Easement Area.** Any damage to the Easement Area or Park Property, including any amenities within the Park Property, caused by the Colonnade, its employees, contractors and/or agents shall be repaired promptly by Colonnade. All such repair work shall be performed promptly, diligently, lien free and in a good and workmanlike manner.

9. **Binding Effect.** The covenants contained in this Easement are not personal, but shall run with the land and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. **Notices.** All notices hereunder shall be in writing and sent by hand delivery or by certified mail, return receipt requested, or by Federal Express, or other similar overnight air courier with receipted delivery, to the addresses listed at the beginning of this Easement (or to such other address as any party hereunder shall hereafter specify to the other in writing).

11. **Amendment and Modification.** This Easement may not be modified, amended or released in any respect whatsoever, in whole or in part, except with the consent of the County and the then owner of the Colonnade Property, and then only by an express, written instrument duly executed and acknowledged by the Colonnade and the County, through its Board of County Commissioners, and duly recorded in the Public Records of Miami-Dade County, Florida.

12. **Governing Laws.** The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Easement. Venue for any action brought hereunder shall be proper exclusively in Miami-Dade County, Florida.

13. **Waiver.** No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this Easement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other

party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

14. **Severability.** If any term or provision of this Easement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Easement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Easement shall be valid and shall be enforced to the extent permitted by law.

15. **Retained Rights.** The County hereby reserves all rights in the Easement Area conveyed hereby to the extent not inconsistent with the Easement granted hereby.

16. **Entire Agreement.** This Easement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement shall be construed as a whole and not strictly for or against any party.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Grantor has hereunto set its hand and seal  
this \_\_\_\_ day of \_\_\_\_\_, 2015.

SIGNED, SEALED, AND DELIVERED  
IN THE PRESENCE OF:

MIAMI-DADE COUNTY, a political  
subdivision of the State of Florida

WITNESSES:

By: \_\_\_\_\_  
Carlos Gimenez, County Mayor

Witness #1: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Witness #2: \_\_\_\_\_  
Print Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015  
by Alina Hudak, as the Deputy Mayor, of MIAMI-DADE COUNTY, a political subdivision of  
the State of Florida, who appeared before me and is personally known to me, or has produced  
\_\_\_\_\_ as identification, and did take an oath.

My Commission Expires:

NOTARY:

Print Name: \_\_\_\_\_

Notary Public, State of Florida at Large

(Notary Seal)

APPROVED AS TO LEGAL FORM  
AND CORRECTNESS:

\_\_\_\_\_  
County Attorney



**EXHIBIT A**

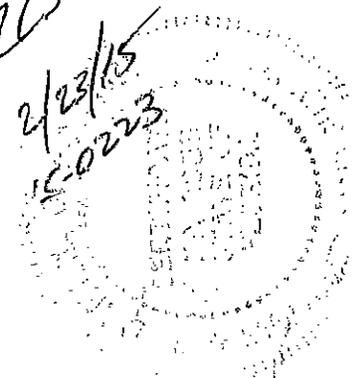
**Legal Description of Park Property**

LEGAL DESCRIPTION:

All of Tract "B", COLONNADE, according to the plat thereof, as recorded in Plat Book 163 at Page 44 of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of said Tract "B", said point lying on the West Right-of-Way line of S.W. 72nd Avenue, as shown on said Plat, the following six (6) courses being along the exterior boundary of said Tract "B"; (1) thence North  $04^{\circ}05'53''$  West, along the East line of said Tract "B", also being said West Right-of-Way line of S.W. 72nd Avenue for 103.76 feet to a point of curvature; (2) thence Northwesterly along a 25.00 foot radius curve, leading to the left, through a central angle of  $90^{\circ}49'43''$  for an arc distance of 39.63 feet to a point of tangency; (3) thence South  $85^{\circ}04'24''$  West, along the North line of said Tract "B", also being the South Right-of-Way line of S.W. 82nd Street, as shown on said plat for 264.43 feet to a point of curvature; (4) thence Southwesterly along a 25.00 foot radius curve, leading to the left, through a central angle of  $89^{\circ}10'17''$  for an arc distance of 38.91 feet to a point of tangency; (5) thence South  $04^{\circ}05'53''$  East along the West line of said Tract "B", also being the East Right-of-Way line of S.W. 72nd Court, as shown on said plat, for 99.93 feet of the Southwest corner of said Tract "B"; (6) thence North  $85^{\circ}54'07''$  East, along the South line of said Tract "B", also being the North line of Tract "A", of said plat COLONNADE, for 314.40 feet to the Point of Beginning.

*[Handwritten Signature]*  
PLS 2853  
2/23/15  
150223





**EXHIBIT B**

**Legal Description of Colonnade Property**

Exhibit "B"

Legal Description of the Property

PARCEL 1:

A portion of Tract "C" of the plat of COLONNADE, according to the plat thereof recorded in Plat Book 163, at Page 44, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Northwest corner of said Tract "C", thence North 85°04'24" East along the North line of said Tract "C" for 297.93 feet to the Northeast corner of said Tract "C"; thence South 04°05'53" East along the East line of said Tract "C" for 233.38 feet; thence South 85°54'07" West for 297.90 feet to a point on the West line of said Tract "C"; thence North 04°05'53" West along the said West line of Tract "C" for 229.07 feet to the Point of Beginning.

The South line of the above legally described property, described as a portion of said Tract "C", shall coincide with the Northern boundary of the parcels described in that Quitclaim Deed as recorded in Official Records Book 27033 at Page 0464 of the Public Records of Miami-Dade County, Florida.

PARCEL 2:

The North 169.94 feet of Tract "A" of COLONNADE, according to the plat thereof recorded in Plat Book 163, at Page 44, of the Public Records of Miami-Dade County, Florida.

**EXHIBIT C**

**Easement Area**

**DRAINAGE EASEMENT  
AT "MODERA DADELAND"**

**IN TRACT "B"  
COLONNADE**

**LEGAL DESCRIPTION**

A 15-FOOT WIDE DRAINAGE EASEMENT IN TRACT "B", COLONNADE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 163, AT PAGE 44, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT "B"; THENCE SOUTH 88°54'07" WEST, ALONG THE SOUTH LINE OF SAID TRACT "B", A DISTANCE OF 24.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°52'34" WEST, A DISTANCE OF 15.96 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "A"; THENCE CONTINUE NORTH 00°52'34" WEST, A DISTANCE OF 96.73 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH:

BEGINNING AT SAID REFERENCE POINT "A"; THENCE NORTH 72°12'47" WEST, A DISTANCE OF 146.10 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "B"; THENCE NORTH 36°16'27" WEST, A DISTANCE OF 61.86 FEET; THENCE NORTH 88°48'05" EAST, A DISTANCE OF 72.32 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH:

BEGINNING AT SAID REFERENCE POINT "B"; SOUTH 70°09'03" WEST, A DISTANCE OF 146.46 FEET TO A POINT TO BE KNOWN HEREINAFTER AS REFERENCE POINT "C"; THENCE NORTH 01°03'53" WEST, A DISTANCE OF 93.35 FEET TO THE POINT OF TERMINATION.

TOGETHER WITH:

BEGINNING AT SAID REFERENCE POINT "C"; THENCE SOUTH 01°03'53" EAST, A DISTANCE OF 16.17 FEET TO THE POINT OF TERMINATION.

THE SIDELINES OF SAID EASEMENT SHALL BE EXTENDED OR SHORTENED TO FORM A CONTINUOUS STRIP AND TO INTERSECT THE PARCEL BOUNDARIES WHERE APPLICABLE.

SAID LANDS SITUATE IN MIAMI-DADE COUNTY, FLORIDA.

**NOTES:**

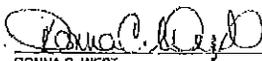
1. THIS DRAWING IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN HEREON THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. SUCH INFORMATION SHOULD BE OBTAINED BY OTHERS THROUGH AN APPROPRIATE TITLE SEARCH.
3. THIS IS NOT A SURVEY. IT IS A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON.

**ABBREVIATIONS:**

A	= ARC LENGTH	P.O.B.	= POINT OF BEGINNING
B.C.R.	= BROWARD COUNTY RECORDS	P.O.C.	= POINT OF COMMENCEMENT
D	= DELTA (CENTRAL ANGLE)	P.O.T.	= POINT OF TERMINATION
D.E.	= DRAINAGE EASEMENT	PT.	= POINT
P.B.	= PLAT BOOK	R	= RADIUS
P.G.	= PAGE	REF.	= REFERENCE
		ROW	= RIGHT-OF-WAY
		U.E.	= UTILITY EASEMENT

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT THE DESCRIPTION AND SKETCH SHOWN HEREON MEETS THE STANDARDS OF PRACTICE CONTAINED IN CHAPTER 2014-117 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.



DONNA C. WEST  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA REGISTRATION NO. LS4299



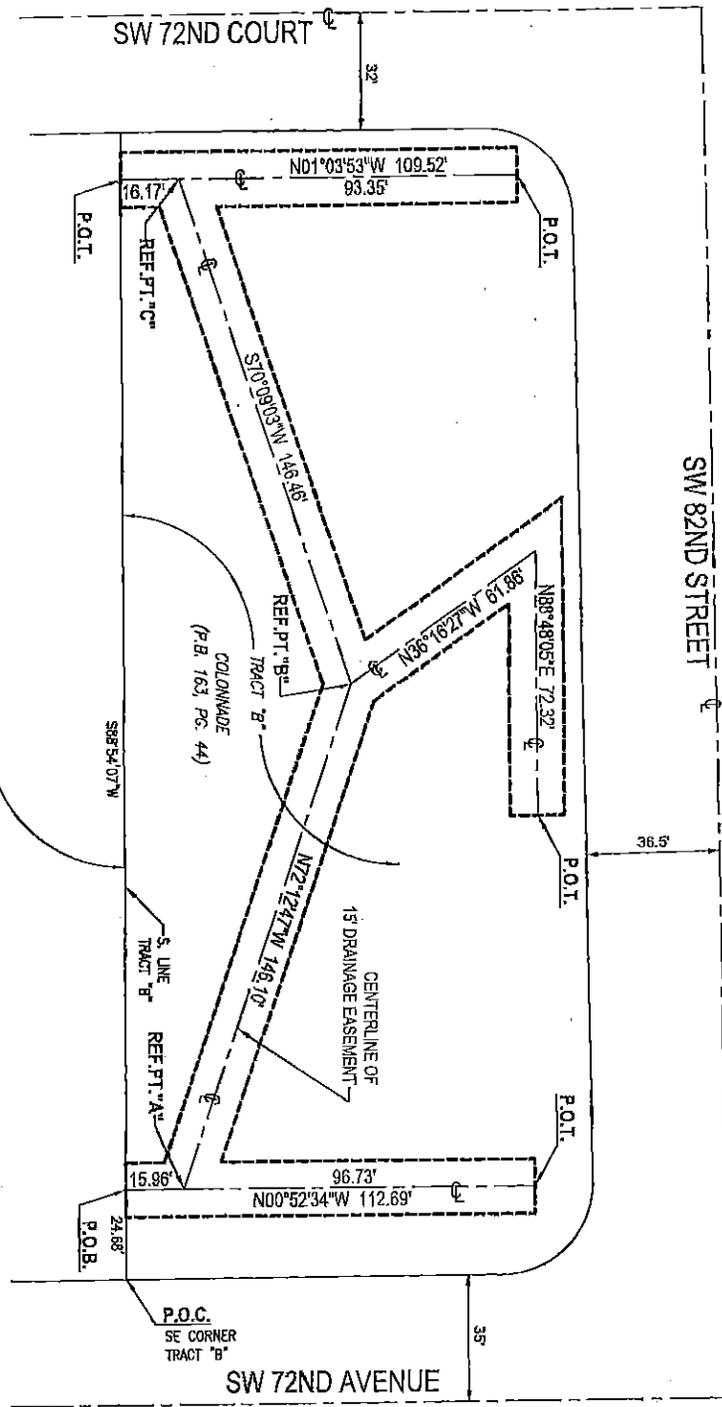
**HSQ GROUP, INC.**  
Engineers • Planners • Surveyors  
1480 West Palmetto Park Rd., Suite 340  
Boca Raton, Florida 33486 • 561.392.0221  
CA26296 • LD7924

PROJECT: MODERA DADELAND

PROJECT NO.: 1207-32

DATE: 11/25/14

SHEET 1 OF 2



LEGEND:  
 ☉ CENTERLINE

DRAINAGE EASEMENT	11/25/14	LMK	DCW	N/A
REVISIONS	DATE	DY	CK'D	FIELD GK.
PROJECT:	MODERA DADELAND			SCALE: 1" = 40'
PROJECT NO.:	1207-32			SHEET 2 OF 2

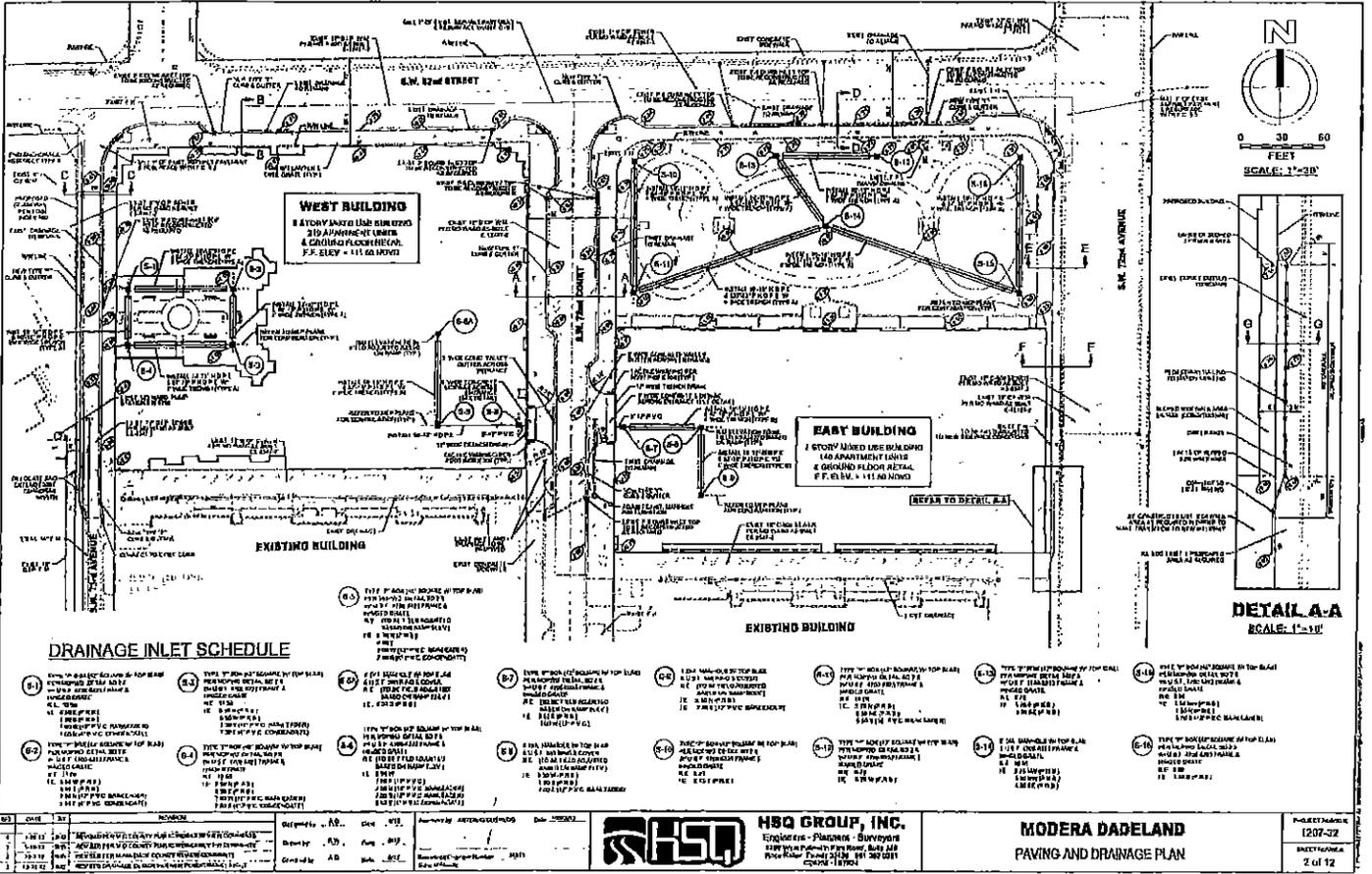
**EXHIBIT D**

**Drainage Plans**

MIA 184344687v2

MIA 184358573v1

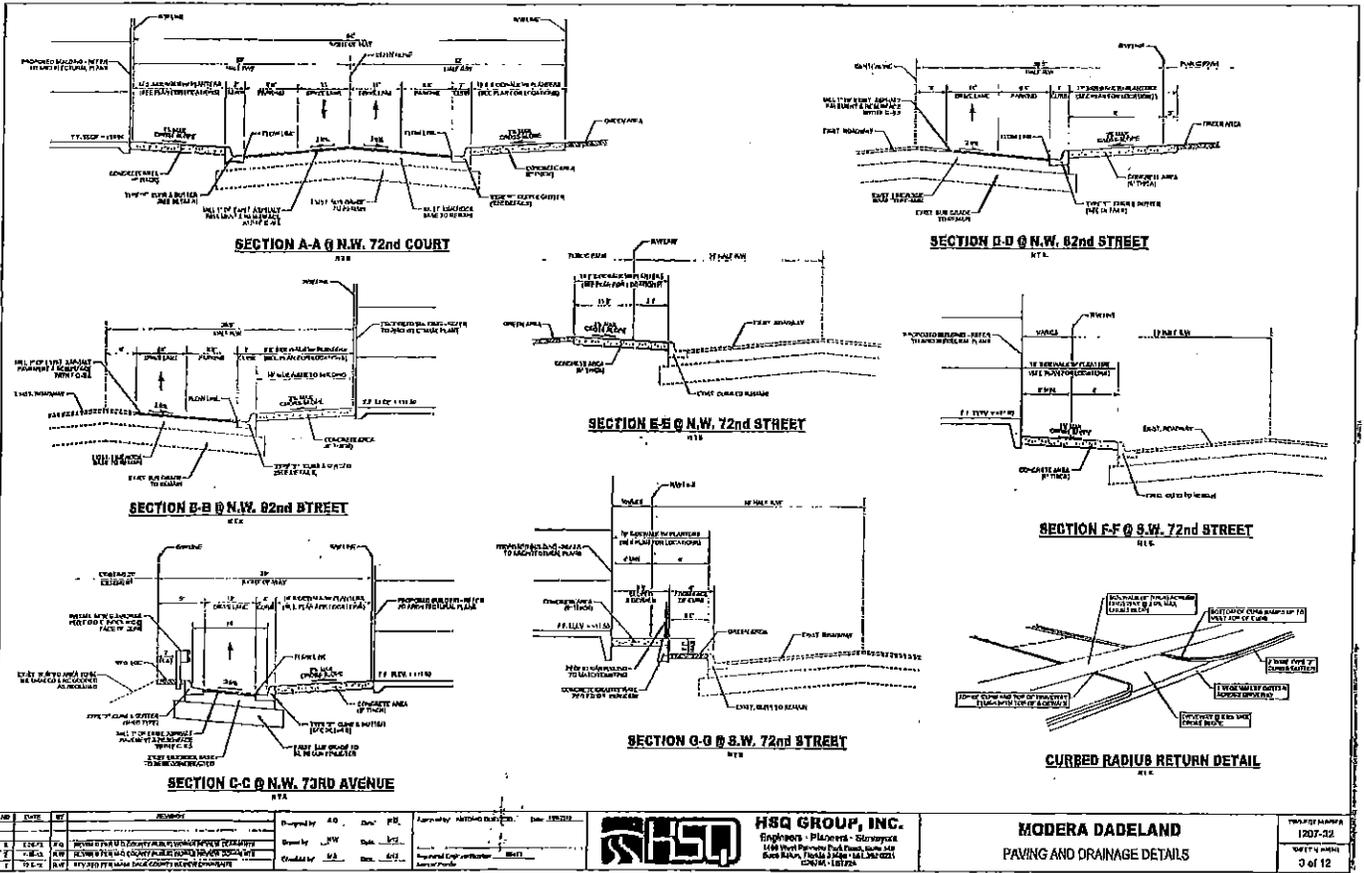




**DRAINAGE INLET SCHEDULE**

- S-1 TYPE 1 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-2 TYPE 2 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-3 TYPE 3 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-4 TYPE 4 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-5 TYPE 5 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-6 TYPE 6 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-7 TYPE 7 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-8 TYPE 8 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-9 TYPE 9 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-10 TYPE 10 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-11 TYPE 11 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-12 TYPE 12 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-13 TYPE 13 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-14 TYPE 14 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-15 TYPE 15 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)
- S-16 TYPE 16 POLYPROPYLENE (PP) INLET WITH 12" DIA. MANHOLE COVER AND 12" DIA. INLET. (SEE SPEC. SECTION 05110)

	<b>HSO GROUP, INC.</b> ENGINEERS - PLANNERS - SURVEYORS 2200 PLYMOUTH PARKWAY, SUITE 400 PLYMOUTH, MA 01962 PHONE: 508.339.1100 FAX: 508.339.1101 WWW.HSOINC.COM	<b>MODERA DADELAND</b> PAVING AND DRAINAGE PLAN	PROJECT NUMBER <b>1207-22</b> SHEET NUMBER <b>2 of 12</b>
	DATE: 12/07/22 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]	PROJECT: [Name] LOCATION: [Name] SHEET: [Name]	SCALE: 1"=30' NORTH ARROW: [Symbol]



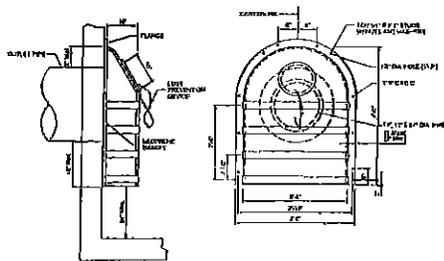
NO.	DATE	BY	REVISION	DESIGNED BY	CHKD.	DATE	APPROVED BY	DATE	PROJECT	SCALE	PROJECT NO.	DATE
1	10/21/11	AW	ISSUED FOR PERMITS	AW	AW	11/1/11	AW	11/1/11	MODERA DADELAND	AS SHOWN	11/1/11	11/1/11
2	11/1/11	AW	REVISED FOR COUNTY PUBLIC WORKS REVIEW	AW	AW	11/1/11	AW	11/1/11	MODERA DADELAND	AS SHOWN	11/1/11	11/1/11
3	11/1/11	AW	REVISED FOR COUNTY PUBLIC WORKS REVIEW	AW	AW	11/1/11	AW	11/1/11	MODERA DADELAND	AS SHOWN	11/1/11	11/1/11
4	11/1/11	AW	REVISED FOR COUNTY PUBLIC WORKS REVIEW	AW	AW	11/1/11	AW	11/1/11	MODERA DADELAND	AS SHOWN	11/1/11	11/1/11



**HSG GROUP, INC.**  
 Engineers - Planners - Surveyors  
 1400 West Florence Road, Suite 100  
 Boca Raton, Florida 33431  
 (561) 992-0001

**MODERA DADELAND**  
 PAVING AND DRAINAGE DETAILS

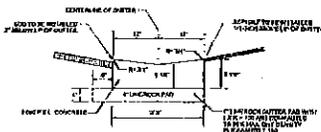
THIS SET SHALL BE  
 11/1/11  
 SHEET NO.  
 3 of 12



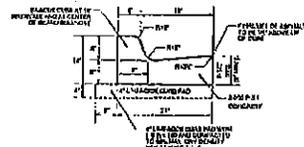
**SKIMMER FOR FRENCH DRAIN OUTLETS DETAIL**

1. THE SKIMMER SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE SKIMMER SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE SKIMMER MANUFACTURER.
2. THE SKIMMER SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE SKIMMER SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE SKIMMER MANUFACTURER.
3. THE SKIMMER SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE SKIMMER SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE SKIMMER MANUFACTURER.
4. THE SKIMMER SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE SKIMMER SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE SKIMMER MANUFACTURER.
5. THE SKIMMER SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE SKIMMER SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE SKIMMER MANUFACTURER.
6. THE SKIMMER SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE SKIMMER SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE SKIMMER MANUFACTURER.

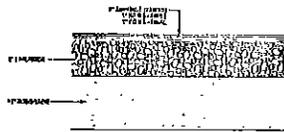
**SKIMMER FOR FRENCH DRAIN OUTLETS DETAIL**  
N.T.S. - PER F.O.D.T. INDRX 241



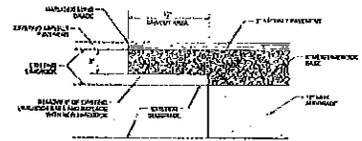
**CONCRETE VALLEY GUTTER DETAIL**  
N.T.S. - PER F.O.D.T. INDRX 241



**TYPE "B" CURB & GUTTER DETAIL**  
N.T.S. - PER F.O.D.T. INDRX 241



**ASPHALT SECTION**  
N.T.S.



**PAVEMENT CONNECTION DETAIL**  
N.T.S.

**PAVEMENT NOTES**

1. THE PAVEMENT SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE PAVEMENT SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE PAVEMENT MANUFACTURER.
2. THE PAVEMENT SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE PAVEMENT SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE PAVEMENT MANUFACTURER.
3. THE PAVEMENT SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE PAVEMENT SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE PAVEMENT MANUFACTURER.
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6. THE PAVEMENT SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE PAVEMENT SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE PAVEMENT MANUFACTURER.
7. THE PAVEMENT SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE PAVEMENT SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE PAVEMENT MANUFACTURER.
8. THE PAVEMENT SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE PAVEMENT SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE PAVEMENT MANUFACTURER.
9. THE PAVEMENT SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE PAVEMENT SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE PAVEMENT MANUFACTURER.
10. THE PAVEMENT SHALL BE CAST IN PLACE AND SHALL BE SET AT THE CORRECT ELEVATION AT ALL POINTS OF COVER. THE PAVEMENT SHALL BE SET TO PERFORM TO THE SPECIFICATIONS OF THE PAVEMENT MANUFACTURER.

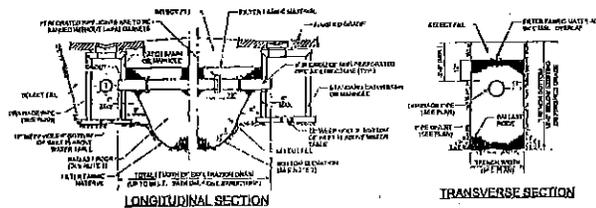
REV	DATE	BY	REVISION
1	01-13	HW	PAVEMENT CONNECTION DETAIL
2	01-13	HW	PAVEMENT CONNECTION DETAIL

DESIGNED BY	DATE	BY	CHECKED BY	DATE	BY
HW	01-13	HW	HW	01-13	HW

**HSQ GROUP, INC.**  
Engineers - Planners - Surveyors  
1400 West 10th Street, Suite 100  
New York, New York 10011  
212-691-1000

**MODERA DADELAND**  
PAVING AND DRAINAGE DETAILS

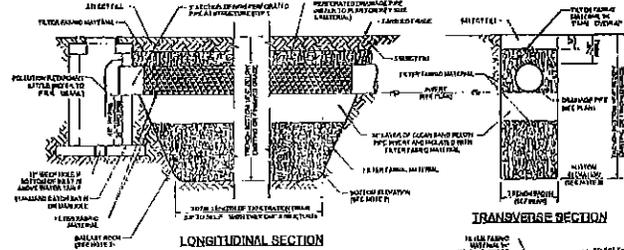
PROJECT NUMBER	SHEET NUMBER
1207-32	4 of 12



**NOTES:**

1. THE DOWNSTREAM SHALL HAVE THE SAME SLOPE AS THE UPSTREAM SIDE OF THE TRENCH UNLESS OTHERWISE SPECIFIED BY THE CONTRACTOR.
2. THE BOTTOM OF THE TRENCH SHALL BE AT LEAST 18" BELOW THE FINISH GRADE OF THE DRIVEWAY.
3. AFTER THE TRENCH IS COMPLETED, THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.
4. THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.
5. THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.
6. THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.
7. THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.
8. THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.

**STANDARD EXPANSION TRENCH DETAIL TYPE A**



**NOTES:**

1. THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.
2. THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.
3. THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.
4. THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.
5. THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.
6. THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.
7. THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.
8. THE TRENCH SHALL BE COVERED WITH A CONCRETE SLAB WITH A MINIMUM THICKNESS OF 4" AND A FINISH GRADE AT LEAST 1/2" BELOW THE FINISH GRADE OF THE DRIVEWAY.

**SPECIAL EXPANSION TRENCH DETAIL (FOR PARKING GARAGE AREAS) TYPE B**

NO.	DATE	BY	REVISION

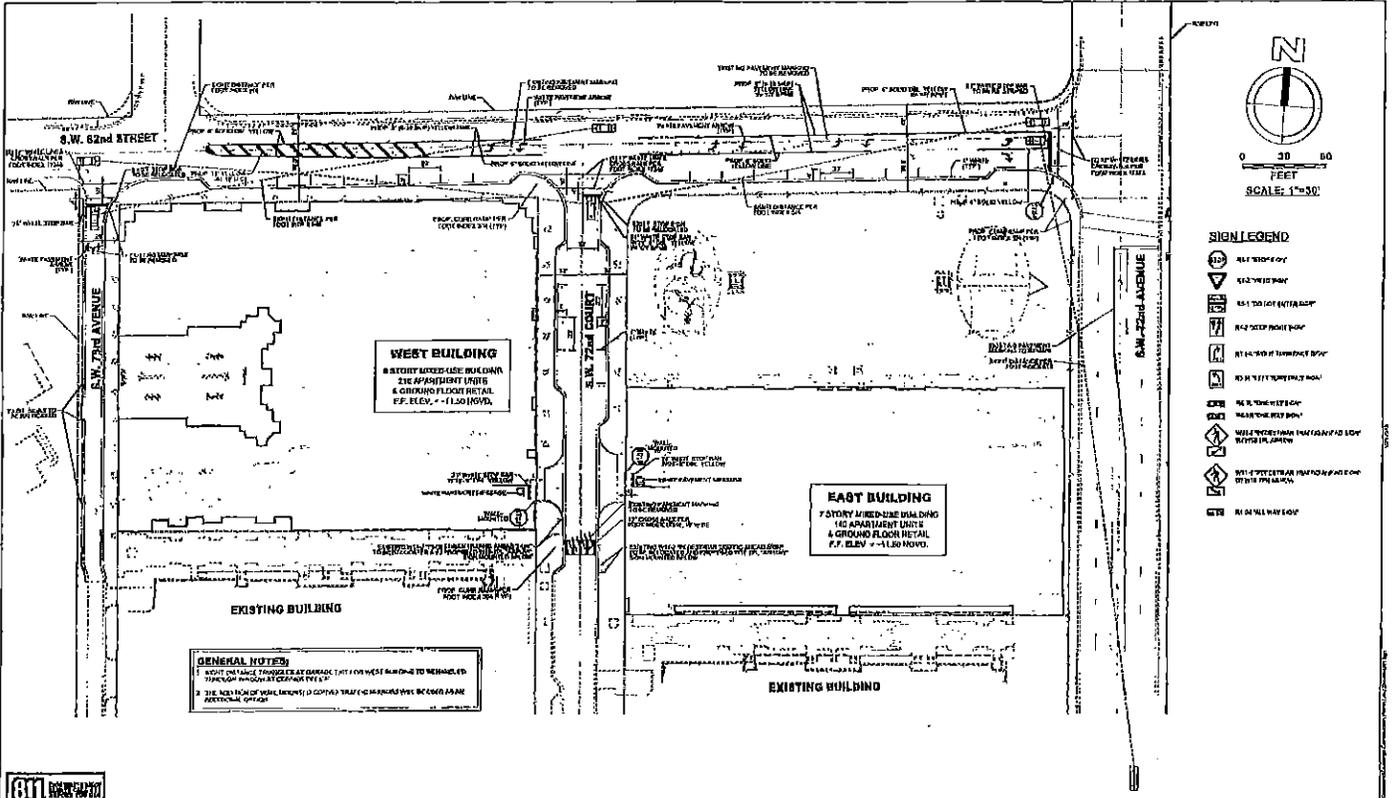
Approved: _____	Checked: _____	Drawn: _____	Scale: _____
Project: _____	Sheet: _____	Of _____	



**HSQ GROUP, INC.**  
 Engineers - Planners - Surveyors  
 1444 West 14th Street, Suite 310  
 Denver, Colorado 80202  
 Phone: 303.733.1111

**MODERA DADELAND**  
 PAVING AND DRAINAGE DETAILS

NO. OF SHEETS: 1207-32  
 SHEET NO.: 8 OF 12



**GENERAL NOTES**  
 1. SIGN ON LANCE THROUGH PLATE MOUNTED ON POST FOR WEST BUILDING TO REMOVED THROUGH REMOVAL OF SIGNAGE.  
 2. THE LOCATION OF SIGN MOUNTED ON TOP OF TRAFFIC SIGNAL SHALL BE DETERMINED BY THE LOCAL AUTHORITY.



NO.	DATE	BY	REVISION
1			
2			
3			

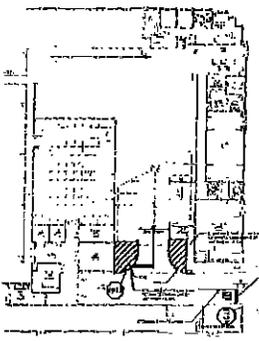
Designed by	AD	Scale	AS	Reviewed by	AD	Date	01/11/17
Drawn by	AD	Scale	AS	Checked by	AD	Date	01/11/17
Capacity	75	Date	01/11/17	Project Engineer Name	AD	Date	01/11/17



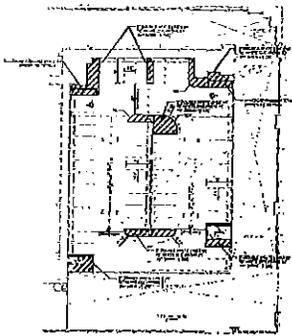
**HSQ GROUP, INC.**  
 Engineers - Planners - Surveyors  
 1485 West Palmdale Blvd., Suite 200  
 Lancaster, CA 93534  
 (909) 395-1111

**MODERA DADELAND**  
 SIGNAGE AND PAVEMENT MARKINGS PLAN

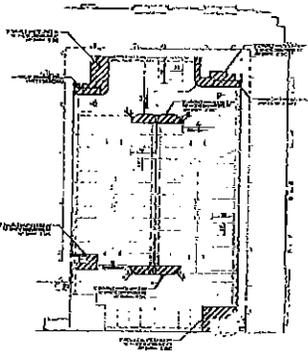
PROJECT NUMBER  
**1207-02**  
 SHEET NUMBER  
**6 of 12**



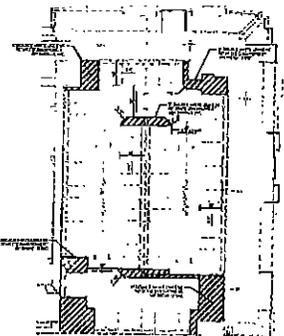
**GROUND LEVEL**



**SECOND LEVEL**



**THIRD, FOURTH & FIFTH LEVEL**



**SIXTH LEVEL**

NO.	DATE	BY	REVISION
1	11/13/13	JLR	REVISED FOR COUNTY ENGINE REVIEW

Drawn by	JLR	Date	11/13/13
Checked by	JLR	Date	11/13/13

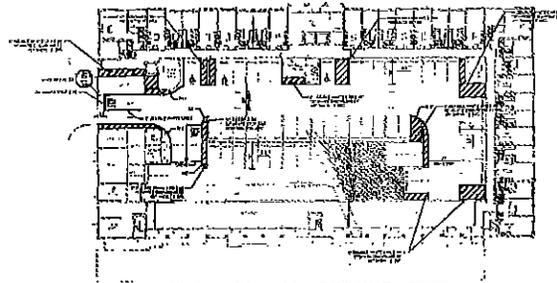
Approved by	W. H. H. H. H.	Date	11/13/13
Registered Engineer	W. H. H. H. H.	License No.	11111



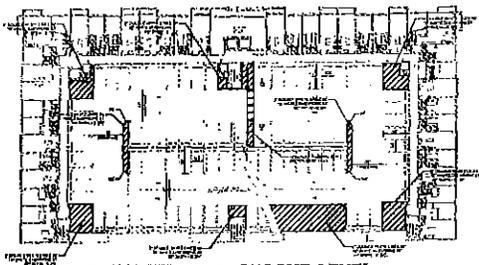
**HSQ GROUP, INC.**  
 Engineers • Planners • Surveyors  
 11111 Highway 1, Suite 100  
 Rockledge, Florida 32955 • (407) 900-0111  
 FAX: (407) 900-0111

**MODERA DADELAND**  
 PARKING GARAGE SIGNAGE & MARKINGS (WEST)

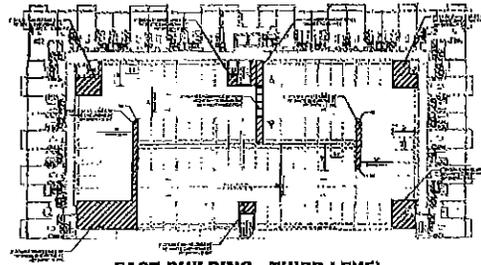
PROJECT NUMBER	1207-32
SHEET NUMBER	7 of 12



**EAST BUILDING - GROUND LEVEL**

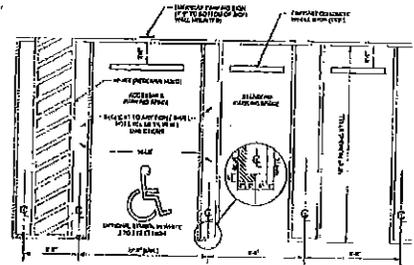


**EAST BUILDING - SECOND LEVEL**

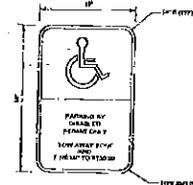


**EAST BUILDING - THIRD LEVEL**

NO.	DATE	BY	REVISION	DESIGNED BY	DATE	CHECKED BY	DATE	APPROVED BY	DATE	 <b>HSQ GROUP, INC.</b> Engineers - Planners - Surveyors 1330 West 7th Street, Suite 200 Fort Lauderdale, FL 33304 (954) 339-1111 FAX (954) 339-1111	<b>MODERA DADELAND</b> PARKING GARAGE SIGNAGE & MARKINGS (EAST)	PROJECT NUMBER 12007-02
1	12/11	JWA	ISSUE FOR PERMIT REVIEW	DESIGNED BY	DATE	CHECKED BY	DATE	APPROVED BY	DATE			SHEET NUMBER 11 of 12



**ACCESSIBLE PARKING SPACE DETAIL**  
DADE COUNTY STANDARDS - I.T.S.



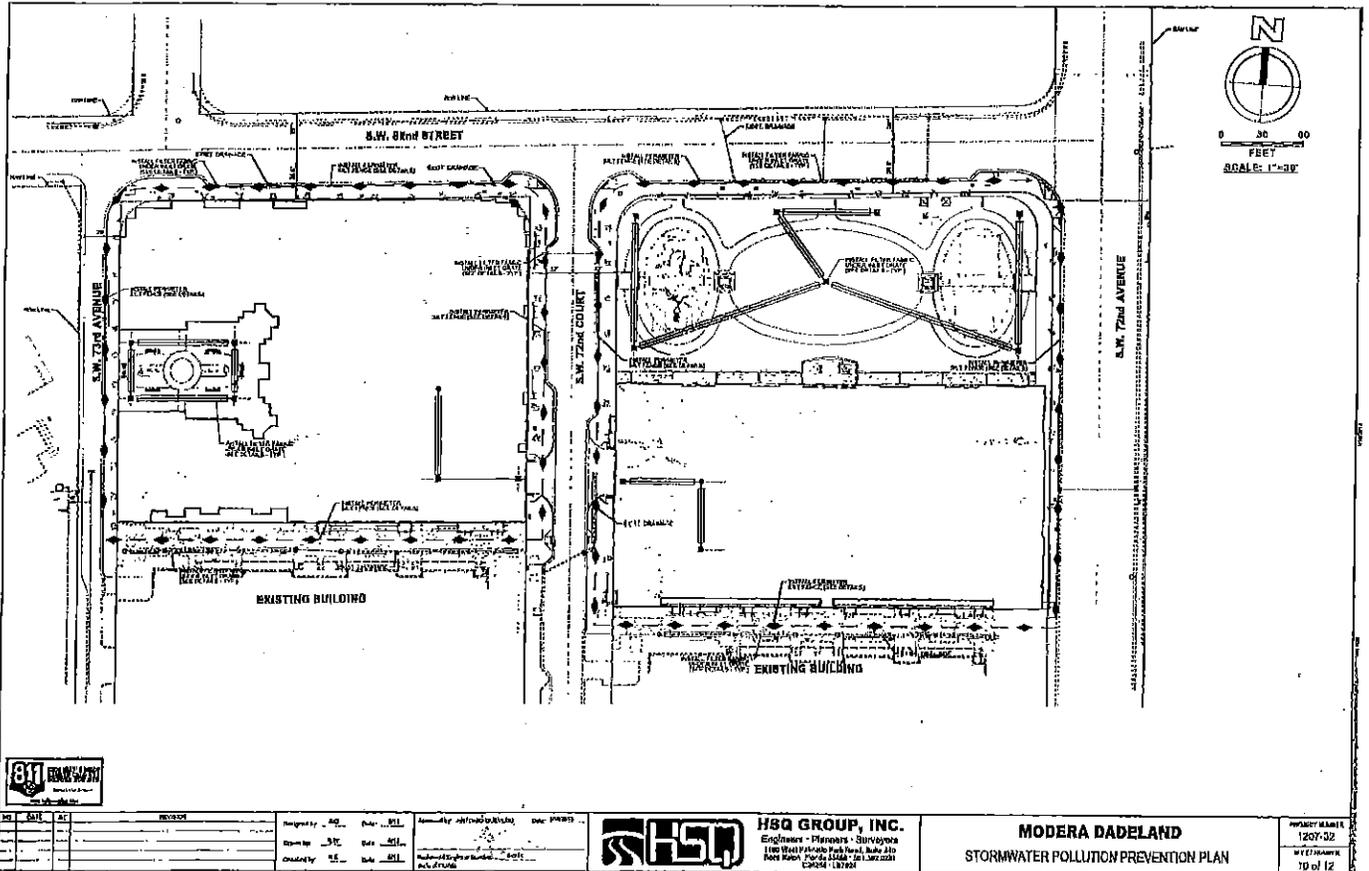
**WALL OR POLE MOUNTED SIGN**

**REVISIONS:**

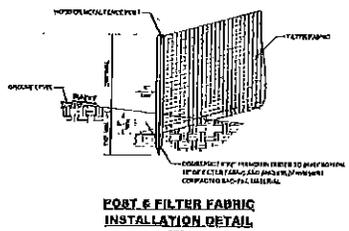
1. ALL LETTERS AND SYMBOLS TO BE PERMANENT
2. TOP PORTION OF SIGN SHALL HAVE A HIGHLY REFLECTIVE PASTE BACKGROUND WITH A HIGHLY REFLECTIVE BORDERS AND LETTERS
3. SIGN PORTION SHALL BE 18\"/>

**HANDICAP PARKING SIGN DETAIL**  
I.T.S.

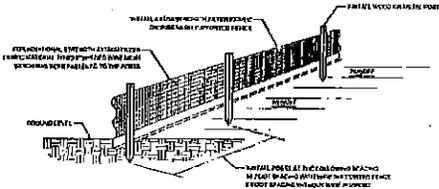
NO.	DATE	BY	REVISION	DESIGNED BY	DATE	APPROVED BY	DATE	 <b>HSD GROUP, INC.</b> ENGINEERS - PLANNERS - SURVEYORS 1400 West Poinsett Park Road, Suite 200 Boca Raton, Florida 33432-4001 (561) 993-1877	<b>MODERA DADELAND</b> SIGNAGE AND PAVEMENT MARKINGS DETAILS	PROJECT NUMBER
				DESIGNED BY	DATE	APPROVED BY	DATE			1207-020
				DESIGNED BY	DATE	APPROVED BY	DATE			REVISION NUMBER
										9 of 12







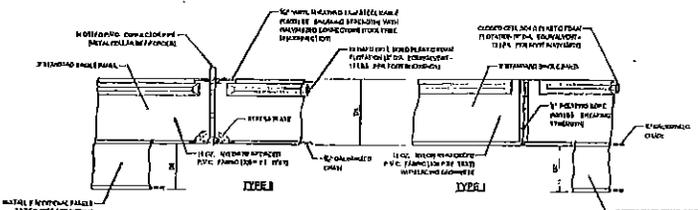
**POST & FILTER FABRIC INSTALLATION DETAIL**



**SILT FENCE INSTALLATION DETAIL**

**SILT FENCE & POST INSTALLATION NOTES**

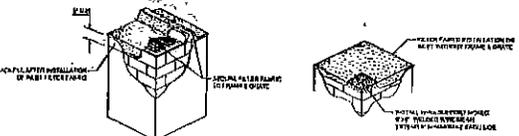
1. THE SPACING OF THE POSTS SHALL BE 10 FEET ON CENTER.
2. THE FILTER FABRIC SHALL BE SECURED TO THE POSTS WITH A MINIMUM OF TWO STAPLES PER POST.
3. THE SILT FENCE SHALL BE INSTALLED UPSTREAM OF THE EROSION CONTROL MEASURES.
4. THE SILT FENCE SHALL BE MAINTAINED AT ALL TIMES TO REMAIN EFFECTIVE.
5. THE SILT FENCE SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF THE EROSION CONTROL MEASURES.
6. THE SILT FENCE SHALL BE REPAIRED IMMEDIATELY UPON DAMAGE.
7. THE SILT FENCE SHALL BE MAINTAINED AT ALL TIMES TO REMAIN EFFECTIVE.



**FLOATING TURBIDITY BARRIER INSTALLATION DETAIL**

**FLOATING TURBIDITY BARRIER INSTALLATION NOTES**

1. THE FLOATING TURBIDITY BARRIER SHALL BE INSTALLED UPSTREAM OF THE EROSION CONTROL MEASURES.
2. THE FLOATING TURBIDITY BARRIER SHALL BE MAINTAINED AT ALL TIMES TO REMAIN EFFECTIVE.
3. THE FLOATING TURBIDITY BARRIER SHALL BE REPAIRED IMMEDIATELY UPON DAMAGE.
4. THE FLOATING TURBIDITY BARRIER SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF THE EROSION CONTROL MEASURES.



**FILTER FABRIC INSTALLATION DETAIL**

**FILTER FABRIC INSTALLATION NOTES**

1. THE FILTER FABRIC SHALL BE INSTALLED UPSTREAM OF THE EROSION CONTROL MEASURES.
2. THE FILTER FABRIC SHALL BE MAINTAINED AT ALL TIMES TO REMAIN EFFECTIVE.
3. THE FILTER FABRIC SHALL BE REPAIRED IMMEDIATELY UPON DAMAGE.
4. THE FILTER FABRIC SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF THE EROSION CONTROL MEASURES.

**GENERAL EROSION AND TURBIDITY CONTROL NOTES**

1. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED UPSTREAM OF THE EROSION CONTROL MEASURES.
2. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED AT ALL TIMES TO REMAIN EFFECTIVE.
3. ALL EROSION CONTROL MEASURES SHALL BE REPAIRED IMMEDIATELY UPON DAMAGE.
4. ALL EROSION CONTROL MEASURES SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF THE EROSION CONTROL MEASURES.



REV.	DATE	BY	REVISION



**HSG GROUP, INC.**  
 Erosion Control  
 1000 West 10th Street, Suite 100  
 Anchorage, Alaska 99501  
 (907) 561-1000

**MODERA DADELAND**  
 EROSION CONTROL DETAILS

PROJECT NUMBER  
**1207-32**  
 SHEET NUMBER  
**12 OF 12**

**REVISED COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE A**

Date Issued: **March 17, 2015, 09:06 am**

Commitment No.:

Agent's File No.: **MODERA PARK DED/15-50277**

1. Effective Date: **March 05, 2015, 02:30 pm**

2. The policy or policies to be issued are POLICY AMOUNT OF INSURANCE

(a) 2006 ALTA Owner's Policy with Florida Modification TBD  
Proposed Insured: **Miami-Dade County**

(b) 2006 ALTA Loan Policy with Florida Modification  
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

**Fee Simple**

4. Title to the **Fee Simple** estate or interest in said land is at the effective date hereof vested in:

**Colonnade at Dadeland Owner LLC, a Delaware limited liability company**

5. Legal description of the land:

**Tract B of the Plat of Colonnade, according to the plat thereof recorded in Plat Book 163, Page 44, of the Public Records of Miami-Dade County, Florida**

Countersigned  
**National Title and Abstract Company,**

By   
\_\_\_\_\_

REVISED COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

Agent's File No.: MODERA PARK DED/15-50277  
Commitment No.:

Effective Date: March 05, 2015

The following are the requirements to be complied with:

Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to-wit:

1. **Warranty Deed to be executed by Colonnade at Dadeland Owner LLC, a Delaware limited liability company, conveying subject property to Miami-Dade County.**
2. **Furnish a copy of the organization agreement of the company, together with all amendments, confirming that same has been filed with the Secretary of State of (state of organization).**
3. **Furnish a copy of the operating agreement of the company, confirming the person authorized to execute the deed on behalf of the company.**
4. **Furnish a recordable affidavit from the managing officer to be recorded with the deed containing the following: (1) that affiant is the managing officer of the limited liability company and has the authority to execute the affidavit on behalf of the limited liability company; (2) that the limited liability company is properly filed with the Secretary of State of Florida and is presently in legal existence and in good standing with the State of Florida, and was in legal existence and in good standing when it took title to subject property and during the time it held title to subject property; (3) that the managing officer who will execute the deed is authorized to convey the real property on behalf of the limited liability company; (4) that the limited liability agreement and copies provided have not been amended, modified or revoked and are still in force and effect; and (5) that the limited liability company is not or has not been involved in litigation, a debtor in bankruptcy or dissolved.**
5. **Furnish an upto date Certificate of Good Standing.**
6. **Assignment of Rights under Declaration to be executed from Colonnade at Dadeland Owner LLC, a Delaware limited liability company to Miami-Dade County, for Declaration of Restrictions recorded in Official Records Book 28108, at Page 1173, as affected by that certain Assignment of Rights Under Declaration recorded in Official Records Book 28400, at Page 4769, of the Public Records of Miami-Dade County, Florida.**
7. **Payment of the full consideration to, or for the account of, the grantors or mortgagors.**
8. **Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor and materialmen are all paid.**
9. **Owners Affidavit obtained at closing should include a statement affirming that the owners have made no additional improvements to the real property and have received no Notice of (proposed) back assessments from the Appraiser's Office or bill for back assessments from the Tax Collector.**
10. **Furnish proof that there are no unpaid county waste taxes assessed against this property, or any unpaid water and sewer charges.**
11. **If subject property lies within a municipality proof satisfactory to our examiner must be presented as to any certified or pending liens. All certified liens must be paid at closing or prior to closing and any pending liens will be inserted in the policy as an exception.**

12. **Furnish a survey meeting the lender's and title insurer's requirements. If the survey reveals encroachments, overlaps, boundary line disputes, or other adverse matters, they will, with the lender's approval, appear as exceptions in the loan policy.**
13. **Furnish a sworn affidavit from the Seller stating that they own the property free and clear of any mortgage, lien or other encumbrance.**
14. **Furnish proof, satisfactory to the Company, from the Homeowners Association that it has approved the sale to the proposed purchaser(s), that all association fees, assessments and Master Association Fees if any have been paid in full, and that there are no delinquencies.**
15. **Furnish proof by sworn affidavit, which must include the legal description of the property, from the seller(s) and mortgagor(s), that there are no matters pending or of record that would adversely affect the party or parties or title to subject property or encumber same. Affidavit must include his, her or their previous address and social security numbers, and that affiant(s) have no judgments, liens (including any state, municipal or federal tax) or encumbrances against them, and that any liens, judgments or encumbrances against a person or persons with a similar name as affiant(s) is not affiant(s) but some other person. If the affidavit is to be recorded the Social Security information must be redacted.**
16. **Furnish proof that the real property taxes on subject property have been paid current.**

REVISED COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION II

Agent's File No.: MODERA PARK DED/ 15-50277  
Commitment No.:

Effective Date: March 05, 2015

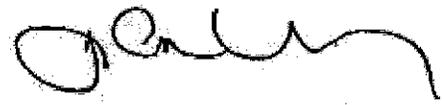
The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Standard exceptions 2 (rights or claims of parties in possession), 3 (encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey and inspection) and 4 (easements or claims of easements not shown by the Public Records) may be removed from the policy when a satisfactory survey and inspection of the premises is made or along with an affidavit from the Seller certifying as to said matters.
7. Standard Exception 5 may be removed from the policy upon satisfactory proof of non-existence of mechanics' liens and mechanics' lien rights being furnished.
8. Taxes for the year of the effective date of this Commitment and taxes or special assessments which are not shown as existing liens by the public records.
9. **Easement granted to Florida Power & Light Company, recorded in Official Records Book 3992, at Page 54, of the Public Records of Miami-Dade County, Florida.**
10. **Easement granted to Dade Cable Television Inc as recorded in Official Records Book 12630, Page 535.**
11. **Notice of Permit as recorded in Official Records Book 16936, Page 368.**
12. **Agreement for Water and Sanitary Sewage Facilities as recorded in Official Records Book 18584, Page 1993.**
13. **Addendum to Agreement for Water and Sanitary Sewage Facilities as recorded in Official Records Book 21227, Page 2167, Official Records Book 22371, Page 1087 and in Official Records Book 23196, Page 798.**
14. **County Resolution No. R-524-04, establishing a Special Taxing District recorded in Official Records Book 22405, Page 1442; together with County Ordinance 04-83 recorded in Official Records Book 22425, Page 1559 of the Public Records of Miami-Dade County, Florida.**

15. County Resolution No. R-525-04, establishing a Special Taxing District recorded in Official Records Book 22405, Page 1450; together with County Ordinance 04-84 recorded in Official Records Book 22425, Page 1591 of the Public Records of Miami-Dade County, Florida
16. Declaration of Covenant recorded in Official Records Book 24690, at Page 3901, of the Public Records of Miami-Dade County, Florida.
17. Covenant running with the land as recorded in Official Records Book 23256, Page 1974.
18. Restrictions, dedications, conditions and reservations shown on the plat of COLONNADE, as recorded in Plat Book 163, at Page 44, of the Public Records of Miami-Dade County, Florida.
19. Application and Acceptance recorded on September 18, 2012, in Official Records Book 28276, at Page 2725, of the Public Records of Miami-Dade County, Florida.
20. Agreement for Water and Sanitary Sewage Facilities between Miami-Dade County and Colonnade at Dadeland Owner LLC, recorded on January 29, 2013, in Official Records Book 28463, at Page 347, of the Public Records of Miami-Dade County, Florida.
21. Covenant Running with the Land in Lieu of Unity of Title in favor of Miami-Dade County (WASD), recorded in Official Records Book 28463, at Page 398, of the Public Records of Miami-Dade County, Florida.
22. Waiver of Plat recorded on May 24, 2013, in Official Records Book 28646, at Page 275, of the Public Records of Miami-Dade County, Florida.
23. Grant of Easement in favor of Comcast of South Florida, Inc., recorded in Official Records Book 28914, at Page 2434, of the Public Records of Miami-Dade County, Florida.
24. Easement Agreement between Colonnade at Dadeland Community Association, Inc., as Grantor, and Colonnade at Dadeland Owner LLC, as Grantee, recorded in Official Records Book 28926, at Page 1620, of the Public Records of Miami-Dade County, Florida.
25. Rights of lessees under unrecorded leases and parties/tenants in possession.
26. Riparian and littoral rights are not insured.
27. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
28. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.

Note: Taxes for the year 2015 became a lien on the land January 1st although not due or payable until November 1st of said year. Taxes for the year 2014 in the amount of \$19,082.04 are Paid.  
Tax ID Number 30-4035-048-0020.

Countersigned  
National Title and Abstract Company,

A handwritten signature in black ink, appearing to be a stylized name, positioned above a horizontal line.

By \_\_\_\_\_