OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 8(N)(1)

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

DATE: April 5, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution authorizing the release of an easement created by Resolution No. R-1085-87 located between NE 213 Street and NE 214 Street and between West Dixie Highway and NE 28 Court and in Section 34, Township 51 South, Range 42 East, Miami-Dade County Florida and authorizing the County Mayor to execute same and to perform all acts required to effectuate the release

Resolution No. R-278-16

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: April 5, 2016

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Terminating and Releasing an Easement Created by Resolution No. R-1085-87 No Longer Needed by Miami-Dade County Located Between NE 213 Street and NE 214 Street and Between West Dixie Highway and NE 28 Court, in Section 34, Township 51 South, Range 42 East, Miami-Dade County, Florida

---

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a release of the easement created by Resolution No. R-1085-87, which is no longer needed by Miami-Dade County. The subject easement is located between NE 213 Street and NE 214 Street, and between West Dixie Highway and NE 28 Court in Section 34, Township 51 South, Range 42 East, Miami-Dade County, Florida, as described and illustrated in Exhibit A attached and made a part hereof.

Scope

This easement is located within Commissioner Sally A. Heyman's District 4.

Fiscal Impact/Funding Source

There is no fiscal impact associated with this resolution.

Track Record/Monitor

The Department of Transportation and Public Works is the entity overseeing this project and the person responsible for monitoring is Leandro Oña, P.E., Chief, Roadway Engineering and Right-of-Way Division.

BACKGROUND

The subject easement was created by Resolution No. R-1085-87, which closed a street at this location. At that time, as a condition for approval, Miami-Dade County requested that an easement for public utilities be granted by the petitioner with the same footprint as the Street being closed (see Exhibit B). As part of the present owner's planned development of the property adjacent to the subject street, the Miami-Dade County Water and Sewer Department has stated that the easement is no longer needed by them. Additionally, Florida Power and Light and ATT are in the process of removing power lines and a fiber optic line that are within the easement (see Exhibit C). There are no other utilities using the subject easement. The execution of the Release of Easement will enable the landowner to clear all title issues.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: April 5, 2016

FROM: Abigail Price-Williams
County Attorney

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

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Statement of social equity required

_____ Ordinance creating a new board requires detailed County Mayor's report for public hearing

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 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. 8(N)(1)
4-5-16

RESOLUTION NO. R-278-16

RESOLUTION AUTHORIZING THE RELEASE OF AN EASEMENT CREATED BY RESOLUTION NO. R-1085-87 LOCATED BETWEEN NE 213 STREET AND NE 214 STREET AND BETWEEN WEST DIXIE HIGHWAY AND NE 28 COURT AND IN SECTION 34, TOWNSHIP 51 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY FLORIDA AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND TO PERFORM ALL ACTS REQUIRED TO EFFECTUATE THE RELEASE

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

WHEREAS, KVVS Investments, LLC is the owner of the property adjacent to subject easement; and

WHEREAS, KVVS Investments, LLC plans to develop the property and has requested that the County release an easement encumbering its property; and

WHEREAS, the Department of Transportation and Public Works and the Water and Sewer Department have determined that that said easement is no longer needed by the County and can be released; and

WHEREAS, in order to promote development, and because the easement is no longer needed by the County, this Board finds that such release may be effectuated,

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

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

Section 2. This Board authorizes the County Mayor or the County Mayor's designee to execute the attached Release of Easement, in substantially the form attached hereto, on or after the effective date of this Resolution and to perform all acts necessary to effectuate such Release of Easement.

Section 3. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or the County Mayor's designee to record the Release of Easement attached hereto in the Public Records of Miami-Dade County, Florida and to provide a recorded copy of the instrument to the Clerk of the Board to attach and permanently store together with this resolution.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of April, 2016. 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.

Debra Herman

(e

Return to:
Right of Way Division
Miami-Dade County Transportation
And Public Works Department
111 N.W. 1st Street Suite 1620
Miami, FL 33128-1970

Instrument prepared by:
Luis F. Lacau Jr., P.L.S.
Miami-Dade County Transportation
And Public Works Department
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A
User Department WASD

RELEASE OF EASEMENT

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

MIAMI-DADE COUNTY hereby releases of record and disclaims any interest it may have in that certain easement to Miami-Dade County created by Resolution R-1085-87 as approved by the Board of County Commissioners on September 1st, 1987, said EASEMENT more particularly described as follows, to wit:

See Exhibit "A" attached hereto

IN WITNESS WHEREOF, Miami Dade County has caused this **RELEASE OF EASEMENT** to be executed and delivered on this day of _____, 2016

The foregoing was accepted and approved on the _____ day of __, A.D. 2016, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

By:_____
County Mayor

ATTEST: HARVEY RUVIN,
Clerk of said Board

By:_____
Deputy Clerk

Approved as to form and
Legal Sufficiency:

_____
Assistant County Attorney

EXHIBIT "A"

JOHN IBARRA & ASSOCIATES, INC.
Professional Land Surveyors & Mappers
WWW.IBARRALANDSURVEYORS.COM
777 N.W. 72nd AVENUE
SUITE 3025
MIAMI, FLORIDA 33126
PH: (305) 262-0400
FAX: (305) 262-0401

2804 DEL PRADO BLVD SOUTH
SUITE NO. 202 UNIT 1
CAPE CORAL, FL 33904
PH: (239) 540-2660
FAX: (239) 540-2664

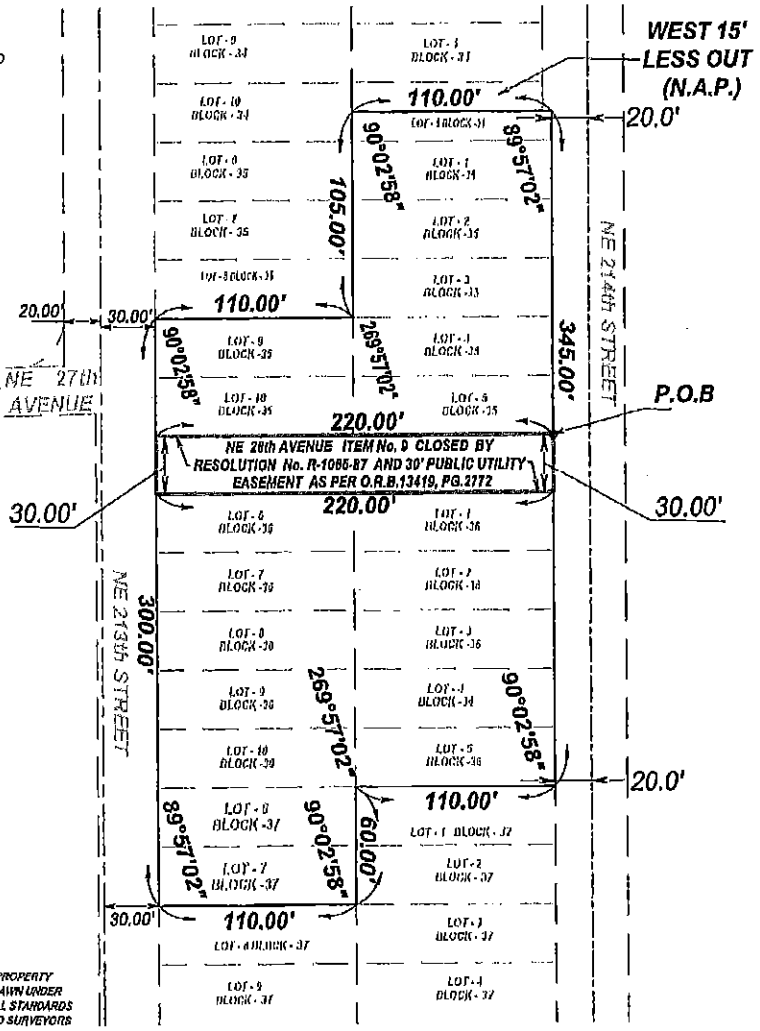
THIS SKETCH IS NOT A SURVEY

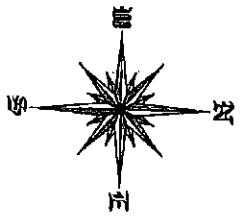
SPECIFIC PURPOSE SURVEY
SKETCH AND LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THAT PORTION OF RIGHT OF WAY WHICH IS AN EASEMENT OF NE 28 AVENUE (FORMERLY KNOWN AS "FIRST STREET") BETWEEN NE 214 STREET (FORMERLY KNOWN AS "HILLSBORO AVENUE") AND NE 213 STREET (FORMERLY KNOWN AS "DELAWARE AVENUE") AS SHOWN ON "HALLANDALE PARK" ACCORDING TO THE FLAT THEREOF AS RECORDED IN PLAT BOOK 12 AT PAGE 37 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST RIGHT OF WAY LINE OF SAID NE 28 AVENUE WITH THE SOUTH RIGHT OF WAY LINE OF SAID NE 214 STREET SAID POINT OF INTERSECTION BEING ALSO THE NORTHEAST CORNER OF BLOCK 35 OF SAID PLAT. THENCE ALONG SAID SOUTH RIGHT OF WAY LINE ON AN ASSUMED BEARING; SOUTH 89°57'02" EAST 30.00 FEET TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF SAID NE 28 AVENUE; SAID POINT OF INTERSECTION BEING ALSO THE NORTHWEST CORNER OF BLOCK 36 OF SAID PLAT; THENCE ALONG SAID EAST RIGHT OF WAY LINE; SOUTH 220.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF SAID NE 213 STREET; SAID POINT OF INTERSECTION BEING ALSO, THE SOUTHWEST CORNER OF BLOCK 36 OF SAID PLAT; THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 89°57'02" WEST 30.00 FEET TO THE POINT OF INTERSECTION BEING ALSO THE SOUTHEAST CORNER OF BLOCK 35 OF SAID PLAT; THENCE ALONG SAID WEST RIGHT OF WAY LINE; NORTH 220.00 FEET TO THE POINT OF BEGINNING CONTAINING 6,600 SQUARE FEET.





SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THIS "SPECIFIC PURPOSE SURVEY" OF THE PROPERTY DESCRIBED HEREON, HAS RECENTLY BEEN SURVEYED AND DRAWN UNDER MY SUPERVISION, AND COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027, FLORIDA STATUTES.

BY: _____ 01/18/2016
CARLOS IBARRA (DATE OF FIELD WORK)

PROFESSIONAL LAND SURVEYOR NO: 6670 STATE OF FLORIDA
(VALID COPIES OF THIS SURVEY WILL BEAR THE EMBOSSED SEAL OF THE ATTESTING LAND SURVEYOR).

REVISED ON: _____

DRAWN BY:	GP
DATE:	01/18/2016
SCALE:	1"=80'
SURVEY NO:	16-002643-2
SHEET:	1 OF 1

CARLOS IBARRA CERTIFICATE NO. 6770 STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR

L.B.# 7806 SEAL

EXHIBIT "B"

1987 SEP 21 PM 2:06 87R362391

OFF REC 13419 PG 2772 Agenda Item No. 2 (n) 9-1-87

RESOLUTION NO. R-1085-87

RESOLUTION GRANTING PETITION TO CLOSE A PORTION OF NE 28TH AVENUE FROM NE 213TH STREET NORTH TO NE 214TH STREET

WHEREAS, The County Commission held a public hearing to consider a petition to close a portion of NE 28th Avenue from NE 213th Street North to NE 214 Street as outlined in the accompanying petition and memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA, that the alleyway, street, road, highway or other place used for travel as described in the attached petition is hereby vacated, abandoned and closed and all rights of Dade County and the public in and to the same are hereby renounced and disclaimed; save and except that the land shall be retained as an easement for public utilities; and the Clerk is hereby directed to publish notice of the adoption of this resolution one time within thirty (30) days hereafter in a newspaper of general circulation in Dade County.

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

Barbara M. Carey	aye
Clara Oesterle	aye
Beverly B. Phillips	aye
James F. Redford, Jr.	aye
Harvey Ruvin	aye
Barry D. Schreiber	absent
Jorge E. Valdes	absent
Sherman S. Winn	aye
Stephen P. Clark	aye

The Mayor thereupon declared the resolution duly passed and adopted this 1st day of September, 1987.

DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

RICHARD P. BRINKER, CLERK

Approved by County Attorney as to form and legal sufficiency.

BY: RAYMOND REED
Deputy Clerk

10

EXHIBIT "B"

DADE COUNTY FORM 107-07-17A OFF REC 13419 PG 2773 MEMORANDUM

Agenda Item No. 2 (n)
(9-1-87--Public Hearing)

TO: Honorable Mayor and Members
Board of County Commissioners

DATE: July 7, 1987

SUBJECT: Road Closing Petition
P-443
Section 34-51-42
NE 28th Avenue

FROM: Sergio Pereira
County Manager

RECOMMENDATION:

It is recommended that the attached road closing petition be approved.

BACKGROUND:

Road to be closed:	A portion of NE 28th Avenue from NE 213th Street North to NE 214th Street.
Petitioner:	Myrna Bloch Bader
Intent:	All the abutting property owners have signed the petition and they desire to close this road in order to incorporate the right of way with their property.
Right of Way Dedication:	In 1924 by the plat of HALLANDALE PARK recorded in Plat Book 12, Page 37 of the Public Records of Dade County, Florida. The plat contains a a reverter clause which stipulates that the right of way reverts to the owners when it is lawfully and permanently discontinued.
Easements:	The right of way shall be retained as an easement for public utilities.
Zoning:	The area surrounding the property is zoned RU-3M.
Departmental Approval:	This right of way has never been improved or maintained by Dade County. The Building and Zoning, Planning, Public Works and Fire Departments and Miami-Dade Water and Sewer Authority Department, have no objection to the road closing.

P. NO. 443

OFF REC 13419 PG 2774

PETITION TO CLOSE ROAD

TO: Board of County Commissioners
Dade County, Florida

The undersigned, pursuant to Sections 336.09 - 336.12, Florida Statutes, hereby petition the Board of County Commissioners to vacate, abandon, discontinue and close an existing public or private street, alleyway, road, highway, or other place used for travel, or a portion thereof, and to renounce and disclaim any right of the County and the public in and to any land in connection therewith; or to renounce and disclaim any right of the County and the public in and to certain land, or interest therein, acquired by purchase, gift, devise, dedication or prescription for street, alleyway, road or highway purposes; or to renounce and disclaim any right of the County and the public in and to certain land delineated on a recorded map or plat as a street, alleyway, road or highway.

The undersigned hereby certify:

1. LEGAL DESCRIPTION: The complete and accurate legal description of the road, right of way or land sought to be closed is as follows:

That portion of right of way of NE 28 Avenue (formerly known as "FIRST STREET") BETWEEN NE 214 Street (formerly known as "KILLSBORO AVENUE") and NE 213 Street (formerly known as "DELAWARE AVENUE") as shown on "HALLANDALE PARK" according to the Plat thereof as recorded in Plat Book 12 at Page 37 of the Public Records of Dade County, Florida and more particularly described as follows:
BEGINNING at the Point of Intersection of the West right of way line of said NE 28 Avenue with the South right of way line of said NE 214 Street; said Point of Intersection being also the Northeast Corner of Block 35 of said Plat. THENCE along said South right of way line on an assumed bearing: South 89°53'30" East 30.00 feet to the Point of Intersection with the East right of way line of said NE 28 Avenue; said Point of Intersection being also the Northwest Corner of Block 36 of said plat; THENCE along said East right of way line: South 220.00 feet to the Point of Intersection with the North right of way line of said NE 213 Street; said Point of Intersection being also the Southwest Corner of Block 36 of said Plat; THENCE along said North right of way line North 89°53'30" West 30.00 feet to the Point of Intersection being also the Southeast Corner of Block 35 of said Plat; THENCE along said West right of way line; North 220.00 feet to the Point of Beginning containing 6,600 square feet.

111.08-22, P. 1

3

12

OFF REC 13419 PG 2775

2. PUBLIC INTEREST IN ROAD: The title or interest of the County and the public in and to the above described road, right of way or land was acquired and is evidenced in the following manner (state whether public interest acquired by deed, dedication or prescription and set forth where deed or plat is recorded in public records):

3. ATTACH SURVEY SKETCH: Attached hereto is a survey or location sketch accurately showing and describing the above described road, right of way or land and its location and relation to surrounding property, and showing all encroachments and utility easements.

4. ABUTTING PROPERTY OWNERS: The following constitutes a complete and accurate schedule of all owners and occupants of property abutting upon or adjacent to the above described road, right of way or lands and all persons who will be affected by the closing and abandonment thereof (all interested or affected persons must either sign this petition or sign a written consent):

Name	Address	Description of Property
Arthur Hodgkins & Arlene	2770 NE 214 St.	Lot 5 & E 1/2 Lot 4 Blk 35
	No. Miami Beach, Fl	Plat Book 12, Pg 37 Hallandale Park Subdivision
Myrna Bloch	9545 Biscayne Blvd.	Lots 1, 2, & 3 Block 36 Pb 12, Pg 37 Hallandale Park Su
	Miami Shores, Fl 33138	
W.J. Bostick Est./J.Ross Blalock	Little Mt. Vil. Rt. 1 Bldg. 8 Unit 4 Ellenwood, Ga 30049	Lots 9 & 10 Hallandale Park Pb 12, Pg 37
Mr. & Mrs. Robert K.Novack	3040 Hollycrest Dr.	Lot 6 Block 36
	Hollywood, Ca	Hallandale Park

5. ACCESS TO OTHER PROPERTY: The undersigned certify that in the event this petition is granted no other property owners will be prevented from access to and from their property and no other property owners in the vicinity will be adversely affected.

6. NO FEDERAL OR STATE HIGHWAY AFFECTED: The undersigned certify that the above described road, right of way or land is not a part of any state or federal highway and was not acquired or dedicated for state or federal highway purposes; and that such road, right of way or land is under the control and jurisdiction of the Board of County Commissioners.

111.04-23, P. 2

4

OFF REC 13419 PG 2776

7. GROUNDS FOR GRANTING PETITION: The undersigned submit as grounds and reasons in support of this petition the following (state in detail why petition should be granted):

Gentlemen:

This road was dedicated in December 9, 1924 by plat of Hallandale Park Subdivision, Plat Book 12, Page 37.

This road was never improved or maintained by Dade County. We would like to incorporate the Right of Way into our abutting properties.

Respectfully submitted,

Name	Address
Arthur Hodgkins & Arlene	2770 NE 214 St. No. Miami Beach, Fl
W.J. Bostick Est./J.Ross Blalock	Little Mt. Vil.Rt 1 Bldg. B Unit 4 Ellenwood, Ga 30049
Mr. & Mrs. Robert K. Novak	3040 Hollycrest Dr. Hollywood Calif.90028
Mrs. Myrna Bloch	9545 Biscayne Blvd. Miami Shores, Fl 33138

111.05-28. P. 8

5

EXHIBIT "B"

OFF REC 13419 PG 2777

Name	Address
[illegible]	2791 N.E. 24st [illegible]
Mr & Mrs. William [illegible]	5224 Van Buren St
[illegible]	21 [illegible] Little 7th Village
Robert Norah Margaret Norah	Ellenwood Ga 30049
	3042 Hollywood Dr Hollywood Ca 90068
Myrna Bloch	7545 Biscayne Blvd Miami Shores, Fl 33138

(Petition must be signed by all property owners abutting the road, right of way or lands to be closed or abandoned).

Attorney for Petitioners

Address: _____

(Signature of attorney not required)

STATE OF FLORIDA)
) ss.:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared MYRNA BLOCH BADER, who first by me duly sworn, deposes and says that he is one of the petitioners named in and who signed the foregoing petition; that he is duly authorized to make this verification for and on behalf of all petitioners; that he has read the foregoing petition and that the statements therein contained are true.

Myrna Bloch Bader
(Signature of Petitioner)

Sworn and subscribed to before me this 6th day of November, 1986.

Pauline A. Linton
Notary Public State of Florida at Large

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES MARCH 20, 1990

111.05-22, P. 4

-6

15

EXHIBIT "B"

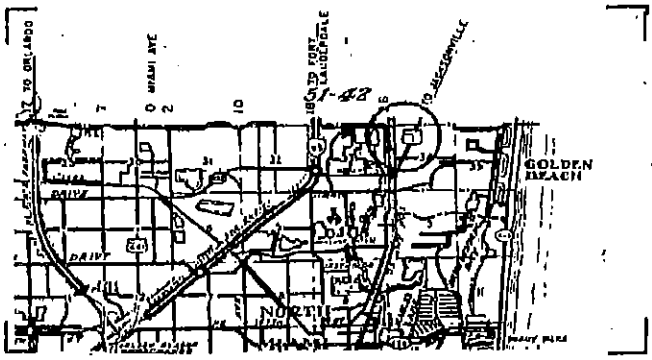
OFF REC 13419 PG 2778

P-443

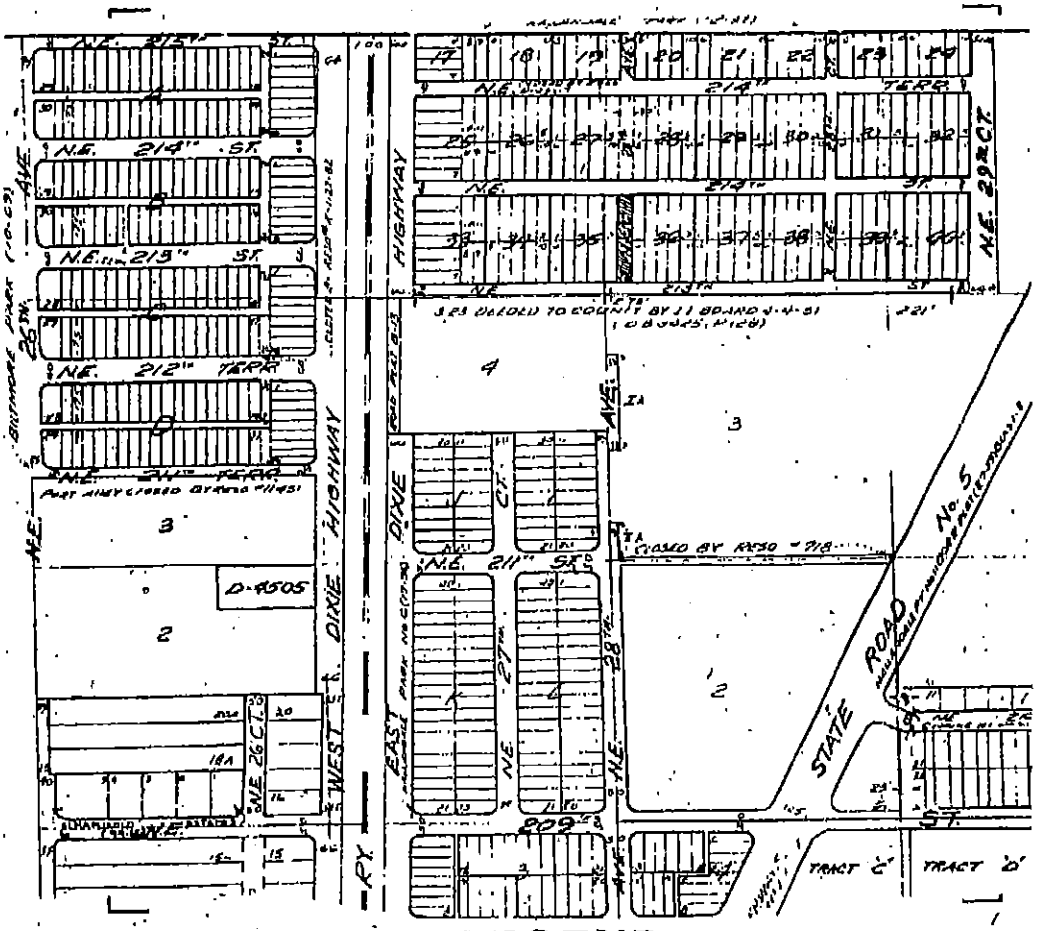
Sec. 3

Twp. 5

Rge. 4



Location Plan



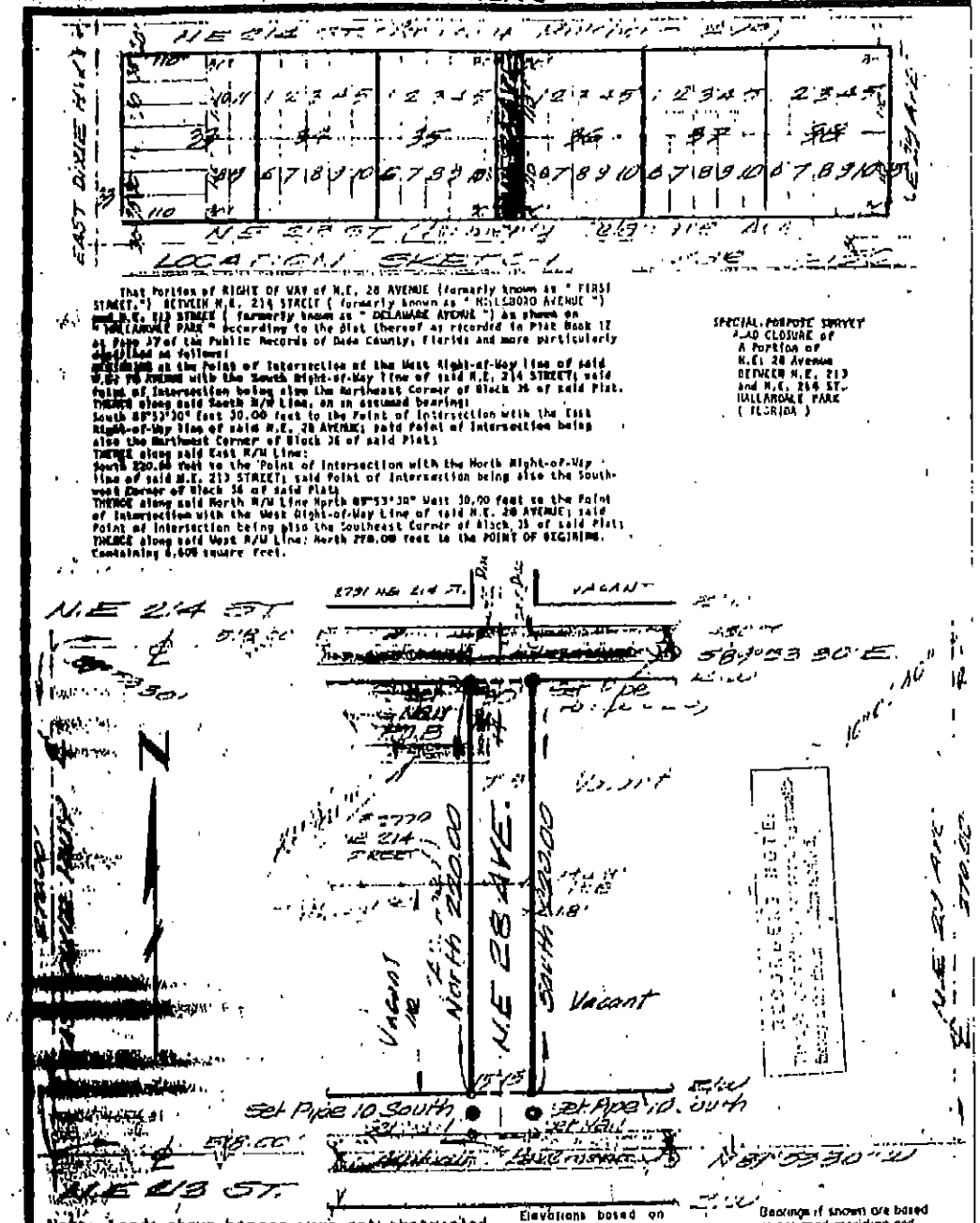
LEGEND

Road to be closed

7

EXHIBIT "B"

OFF REC 13419 PG 2779



That Portion of RIGHT OF WAY of N.E. 28 AVENUE (formerly known as " FIRST STREET.") BETWEEN N.E. 214 STREET (formerly known as " HILLSBORO AVENUE ") and N.E. 213 STREET (formerly known as " DELAWARE AVENUE ") as shown on " HALLANDALE PARK " according to the plat thereof as recorded in Plat Book 17 at Page 37 of the Public Records of Dade County, Florida and more particularly described as follows:
BEGINNING at the Point of Intersection of the West Right-of-Way line of said N.E. 28 AVENUE with the South Right-of-Way line of said N.E. 214 STREET; said Point of Intersection being also the Northeast Corner of Block 36 of said Plat.
THENCE along said South R/W Line, on an assumed bearing:
South 88°53'30" East 30.00 feet to the Point of Intersection with the East Right-of-Way line of said N.E. 28 AVENUE; said Point of Intersection being also the Northeast Corner of Block 36 of said Plat;
THENCE along said East R/W Line:
South 220.00 feet to the Point of Intersection with the North Right-of-Way line of said N.E. 213 STREET; said Point of Intersection being also the Southwest Corner of Block 36 of said Plat;
THENCE along said North R/W Line North 88°53'30" West 30.00 feet to the Point of Intersection with the West Right-of-Way Line of said N.E. 28 AVENUE; said Point of Intersection being also the Southeast Corner of Block 35 of said Plat;
THENCE along said West R/W Line: North 220.00 feet to the POINT OF BEGINNING.
Containing 6,600 square feet.

SPECIAL PURPOSE SURVEY
ROAD CLOSURE of
A Portion of
N.E. 28 Avenue
BETWEEN N.E. 213
and N.E. 214 ST.
HALLANDALE PARK
(FLORIDA)

Note: Lands shown hereon were not abstracted for easements and/or right-of-ways of record.

Elevations based on CBM Elev = N/A NGV Datum.

Bearings if shown are based on assumed meridian and Plat of Record.

SURVEY FOR: BLOCH, Mirna, NE 28 Ave. between NE 213 and 214 Sts., Miami, FL 33180

NOT VALID UNLESS CHANGED WITH SURVEYOR'S SEAL

REVISED:

BOUNDARY SURVEY

State of Florida

GARY B. CASTEL
Registered Land Surveyor No 4129
State of Florida

GARY B. CASTEL SURVEYING, INC.
LAND SURVEYORS
9995 S.W. 72nd STREET Suite 208B
MIAMI, FLORIDA 33173 (305) 279-2571

FLOOD ZONE: A

DATE:	SCALE:	DWN. BY	JOB No.
10.30.95	1"=50	MS	2598

8

17

EXHIBIT "B"

OFF REC 13419 PG 2780

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

I, RICHARD P. BRINKER, Clerk of the Circuit Court in and for Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. R-1085-87, adopted by the said Board of County Commissioners at its meeting held on September 1, 1987.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 2nd day of September, A. D. 1987.

RICHARD P. BRINKER, Ex-Officio Clerk
Board of County Commissioners
Dade County, Florida

By _____
Deputy Clerk

SEAL

RICHARD P. BRINKER
CLERK, CIRCUIT COURT

Board of County Commissioners
Dade County, Florida

5102.01-3 REV. 11/72

EXHIBIT "C"

Manny Synalovski

From: Cristi Marin
Sent: Friday, January 15, 2016 11:08 AM
To: Manny Synalovski
Subject: FW: 4 of 4: LOA 15-324201_Aventura Medical Center
FYI:

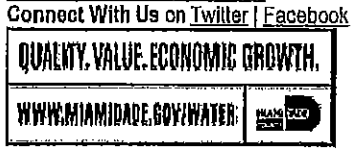
From: Portuondo, Mario (WASD) [mailto:MARIOP@miamidade.gov]
Sent: Wednesday, October 07, 2015 4:31 PM
To: wlugo@oceanengineeringinc.com
Cc: Capote, Maria T. (WASD) <MCAPOT@miamidade.gov>; Garcia, Sergio (WASD) <GARSERG@miamidade.gov>
Subject: RE: LOA 15-324201_Aventura Medical Center

Mr. Lugo:

The existing six (6)-in water main referenced in your e-mail must be capped and removed if in conflict with the proposed development. No WASD customer must be affected by this operation. As observed in the Water Atlas B-1A (attached), both NE 213th Terr and NE 214th St appear to be well fed by twelve (12)-in water mains in E Dixie Highway and NE 28th Ct. However it is still your responsibility to verify it on the field that no interruptions can happen.

Best Regards,

Mario Portuondo, Engineer
Miami-Dade Water and Sewer Department
786-268-5219
mariop@miamidade.gov/water
Connect With Us on Twitter | Facebook



From: Capote, Maria T. (WASD)
Sent: Wednesday, October 07, 2015 7:44 AM
To: Portuondo, Mario (WASD)
Subject: FW: LOA 15-324201_Aventura Medical Center

Mario,

Please take a look at this and revise if necessary.

From: Chirino, Raymond (WASD)
Sent: Wednesday, October 07, 2015 7:42 AM
To: Walter Lugo; Chung, Denise E. (WASD); Capote, Maria T. (WASD)

EXHIBIT "C"

at&t

January 18, 2016

Manuel Synalovski, AIA
Synalovski Romanik Saye
1800 Eller Drive, Suite 500
Fort Lauderdale, FL 33316

RE: Relocate AT&T Facilities at 2801 NE 213th St, Aventura, FL 33180:

AT&T has received a request from you (or your company) to perform the following work:

Relocate AT&T Facilities defined by the customer in order to vacate easement

Special construction charges apply. Charges of $25,000 or greater are billed at actual cost. However, an advance payment based on the estimated cost of the special construction charges is required before work can begin. At the completion of the project additional payment may be required if costs exceed the estimated billed amount. Refunds will be executed if actual costs are less than the estimated billed amount.

Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent and returned with the advance payment for the estimated amount of the bill. ***This signed contract and advance payment must be received in the Manager Bill Center at the address shown below before AT&T will proceed with any work.***

The quote preparation fee of $1,500.00, previously paid will be credited to the total amount billed of $39,579.89 as shown in the attached contract. Your balance due (less the quote prep fee already paid) is $38,079.89.

This quote is only valid for 60 days from the date of this letter. If I can be of further assistance, please do not hesitate to contact me at (305) 887-9465.

Sincerely,

Darren Thomas
(305) 887-9465
AT&T Florida

Project # A009KUX Job Authority # 6MN03164B

NOTE: Please associate the Project # above with the check or other form of payment.

EXHIBIT "C"

Return the original signed contract and estimated advance payment to:

AT&T CWO Coordinator
1876 Data Drive
5th Floor North
Attention: Susan Rinehart
Hoover, AL 35244

Additional payments for services rendered that exceed the advance payment received based on the estimated cost is due in full within thirty days after AT&T issues an invoice for the remaining balance.

EXHIBIT "C"

at&t

SPECIAL CONSTRUCTION AGREEMENT

Project #: A009KUX
Authority: 6MN03164B
AT&T Contact: Darren Thomas
Telephone #: (305) 887-9465

Customer Name: Synalovski Romanik Saye
Customer Number: (954) 961-6806
Work Site Address: 2801 NE 213 St, Aventura

This Special Construction Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, LLC. d/b/a AT&T Southeast ("AT&T") and Synalovski Romanik Saye ("Customer"). AT&T and Customer hereby agree to the following terms and conditions:

1. Tariffs/Guidebooks. This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.

2. Special Construction. This Agreement is for the special construction as further described on Exhibit 1, attached hereto and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T $38,079.89 ("Special Construction Charges"). **Advance payment based on estimated cost is required before work will begin for any project estimated to cost $25K or more. Payment in full for the remaining balance exceeding the advance payment based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.** Payment shall be made by mail to AT&T's offices at *1876 Data Drive, 5th Floor North, Hoover, Al. 35244*, or to such other address as AT&T may designate, in writing.

3. Early Termination. Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.

4. Limitation of Liability. AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, if an as may be applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

5. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

6. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

8. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

at&t

9. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

10. Modification. This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.

11. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.

12. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of __Florida_____, without regard to __Florida_____'s conflict of law principles.

13. Attorneys' fees. If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.

14. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.

15. No Precedent. Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.

16. Changes in Scope of Work. The parties recognize that this is an 'Actual Cost' contract with preliminary billing based on estimated cost. If the Customer initiates changes in the scope of the work after AT&T has provided this price quote or after executing this contract, the above price quote and this contract is null and void and a new price estimate must be provided based on the new scope of work. Additionally, in the event there exists a condition in the field that is different from the field conditions that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the above price quote was provided.

17. Final Agreement. THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.

EXHIBIT "C"

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below. This quote is only valid for 60 days from the date of this letter.

CUSTOMER		AT&T Southeast	
By		By	Darren Thomas
	Printed Name		*Printed Name*
By		By	
	Authorized Signature		*Authorized Signature*
Title		Title	Manager Outside Plant Planning & Engineer Design
Date		Date	Janauary 18, 2016

EXHIBIT "C"

PAYMENT COUPON

/4115006400596800033181180010196370001466600

4,1,1600,640050,6800033181,1800101963,7,0001466600
Please mail this portion with your check

1800101963 1 of 1

Cust. No.:6800033181	Inv. No.:1800101963
Payment Due Upon Receipt	Amount Due This Invoice $ 14,666.00
Reference# D00006505822	

SYNALOVSKI ROMANIK SAYE LLC
1800 ELLER DR SUITE 500
FORT LAUDERDALE FL 33316

Make check payable to FPL in USD and mail payments to address below

FPL
General Mail Facility
Miami FL 33188-0001

Florida Power & Light Company
Invoice
Customer Name and Address

SYNALOVSKI ROMANIK SAYE LLC
1800 ELLER DR SUITE 500
FORT LAUDERDALE FL 33316

Federal Tax Id.#: 59-0247775

Customer Number: 6800033181
Invoice Number: 1800101963
Invoice Date: 01/25/2016

4,1,1600,640050,6800033181,1800101963,7,0001466600
Please retain this portion for your records

CURRENT CHARGES AND CREDITS
Customer No: 6800033181 Invoice No: 1800101963

Description	Amount
CAP-NonAgency Forced Relo/AVENTURA MEDICAL_North Reference# D00006505822	14,666.00
For Inquiries Contact: Marcos Tour 305-770-7929	Total Amount Due $14,666.00 Payment Due Upon Receipt

1800101963 1 of 1

25