

# MEMORANDUM

Agenda Item No. 11(A)(22)

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**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** September 1, 2022

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution authorizing conveyance of a non-exclusive perpetual easement to the City of North Miami Beach, Florida, in exchange for \$10.00 to construct, operate and maintain water main and related utility facilities at the Jackson North Medical Center, located at 160 Northwest 170th Street, North Miami Beach, Florida; and authorizing the County Mayor to execute the easement agreement and to exercise all provisions contained therein

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The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jean Monestime.



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Geri Bonzon-Keenan  
County Attorney

GBK/ks



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Jose "Pepe" Diaz  
and Members, Board of County Commissioners

**DATE:** September 1, 2022

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 11(A)(22)

Please note any items checked.

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

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 11(A)(22)  
9-1-22

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING CONVEYANCE OF A NON-EXCLUSIVE PERPETUAL EASEMENT TO THE CITY OF NORTH MIAMI BEACH, FLORIDA, IN EXCHANGE FOR \$10.00 TO CONSTRUCT, OPERATE AND MAINTAIN WATER MAIN AND RELATED UTILITY FACILITIES AT THE JACKSON NORTH MEDICAL CENTER, LOCATED AT 160 NORTHWEST 170TH STREET, NORTH MIAMI BEACH, FLORIDA; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE EASEMENT AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

**WHEREAS**, the Public Health Trust ("Trust") is an agency and instrumentality of Miami-Dade County which is responsible for the operation, maintenance and governance of its "designated facilities" as such term is defined in chapter 154, Part II, Florida Statutes, and chapter 25A of the Code of Miami-Dade County; and

**WHEREAS**, section 25A-4(d) of the Code provides that title to real property must be vested in Miami-Dade County, and as such, the Trust does not have authority to convey easements on its designated facilities; and

**WHEREAS**, the Jackson North Medical Center located at 160 Northwest 170th Street in the City of North Miami Beach, Florida, and is a designated facility of the Trust; and

**WHEREAS**, construction at Jackson North Medical Center requires the City of North Miami Beach to relocate certain water main and related utility facilities to support a planned expansion of the Jackson North Medical Center campus; and

**WHEREAS**, pursuant to Resolution No. R-504-15, the Trust has negotiated with the City of North Miami Beach to require reasonable measures be used to minimize any negative aesthetic impact to the public of the easement; and

**WHEREAS**, on February 23, 2022, the Board of Trustees of the Trust adopted Resolution Number PHT 02/2022-008, attached hereto as Attachment “A” and incorporated herein by reference, seeking authority to convey a non-exclusive perpetual easement to the City of North Miami Beach for the construction, operation and maintenance of water main and related utility facilities at the Jackson North Medical Center; and

**WHEREAS**, this Board believes it is in the County’s best interest to convey a non-exclusive perpetual easement to the City of North Miami Beach for the purpose set forth herein,

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

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

**Section 2.** This Board hereby authorizes the conveyance of a non-exclusive perpetual easement to the City of North Miami Beach in exchange for \$10.00 to construct, operate and maintain a water main and related utility facilities at the Jackson North Medical Center.

**Section 3.** This Board authorizes the County Mayor or County Mayor’s designee to execute the Easement Agreement for Water Main Facilities in substantially the form attached hereto as Attachment “B” and incorporated herein by reference, and to exercise all provisions contained therein.

**Section 4.** This Board requires, pursuant to Resolution No. R-504-15, reasonable measures be used to minimize any negative aesthetic impact to the public from the installation of the water mater main and other utility facilities.

**Section 5.** This Board directs, pursuant to Resolution No. R-974-09, the County Mayor or County Mayor’s designee to record the easement conveyance accepted herein in the public records of County and provide a recorded copy to the Clerk of the Board within 30 days of execution, and further directs the Clerk of the Board to permanently store the recorded copy with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Jean Monestime. It was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

- |                      |                                       |
|----------------------|---------------------------------------|
|                      | Jose “Pepe” Diaz, Chairman            |
|                      | Oliver G. Gilbert, III, Vice-Chairman |
| Sen. René García     | Keon Hardemon                         |
| Sally A. Heyman      | Danielle Cohen Higgins                |
| Eileen Higgins       | Joe A. Martinez                       |
| Kionne L. McGhee     | Jean Monestime                        |
| Raquel A. Regalado   | Rebeca Sosa                           |
| Sen. Javier D. Souto |                                       |

The Chairperson thereupon declared this resolution duly passed and adopted this 1<sup>st</sup> day of September, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Christopher C. Kokoruda

**Agenda Item 11.d  
Public Health Trust Board of Trustees  
February 23, 2022**

**RESOLUTION NO. PHT 02/2022 – 008**

**RESOLUTION CONSENTING TO THE GRANT OF A NON-EXCLUSIVE PERPETUAL EASEMENT TO THE CITY OF NORTH MIAMI BEACH, FLORIDA FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF UTILITY FACILITIES AT JACKSON NORTH MEDICAL CENTER, LOCATED AT 160 NORTHWEST 170 STREET, NORTH MIAMI BEACH, FLORIDA; DIRECTING THE CHIEF EXECUTIVE OFFICER, OR HIS DESIGNEE, TO NEGOTIATE A NON-EXCLUSIVE EASEMENT AGREEMENT WITH THE CITY OF NORTH MIAMI BEACH AND TO OBTAIN ALL NECESSARY APPROVALS FROM THE BOARD OF COUNTY COMMISSIONERS FOR THE EXECUTION AND RECORDING OF SAID EASEMENT**

*(Rosa Costanzo, Senior Vice President, Strategic Sourcing and Supply Chain Management and Chief Procurement Officer, Jackson Health System)*

WHEREAS, the improvement projects of the Jackson North Medical Center, located at 160 Northwest 170 Street, North Miami Beach, Florida, requires the City of North Miami Beach, Florida to relocate utility facilities serving the hospital; and

WHEREAS, title to the Jackson North property is in the name of Miami-Dade County, Florida and the execution and recording of the easement requires the approval of the Board of County Commissioners pursuant to Chapter 25A of the Code of Miami-Dade County, Florida; and

WHEREAS, the Chief Executive Officer, the Purchasing and Facilities Subcommittee and the Fiscal Committee recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board incorporates the foregoing recitals in this resolution and approves the same.

Section 2. This Board consents to the grant of a non-exclusive perpetual easement to the City of North Miami Beach, Florida for the construction, operation and maintenance of utility facilities at Jackson North Medical Center, located at 160 Northwest 170 Street, North Miami Beach, Florida.

**Agenda Item 11.d  
Public Health Trust Board of Trustees  
February 23, 2022**

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Section 3. This Board directs the Chief Executive Officer, or his designee, to negotiate a non-exclusive easement agreement with the City of North Miami Beach and to obtain all necessary approvals from the Board of County Commissioners for the execution and recording of said easement.

**Agenda Item 11.d  
Public Health Trust Board of Trustees  
February 23, 2022**

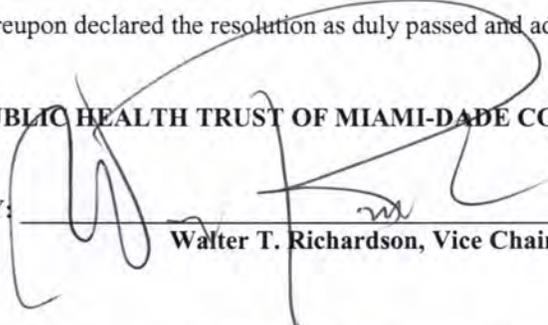
-Page 3-

The foregoing resolution was offered by Carmen M. Sabater and the motion was seconded by Antonio L. Argiz as follows:

Antonio L. Argiz	Aye
William J. Heffernan	Present (via zoom)
Amadeo Lopez-Castro, III	Aye
Laurie Weiss Nuell	Absent
Walter T. Richardson	Aye
Anthony Rodriguez	Absent
Carmen M. Sabater	Aye

The Chairperson thereupon declared the resolution as duly passed and adopted this 23<sup>rd</sup> day of February 2022.

**PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA**

BY: 

\_\_\_\_\_  
Walter T. Richardson, Vice Chairman

Approved by the Miami-Dade County Attorney's Office as to form and legal sufficiency 



**TO:** William J. Heffernan, Chairman  
and Members, Public Health Trust Board of Trustees

**FROM:** Rosa Costanzo, Senior Vice President  
Strategic Sourcing and Supply Chain Management and Chief Procurement Officer

**DATE:** February 23, 2022

**RE:** Grant of a Non-Exclusive Perpetual Easement to the City of North Miami Beach, FL for Jackson North Medical Center

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**Recommendation**

Staff recommends that the Public Health Trust Board of Trustees consents to granting a non-exclusive perpetual easement to the City of North Miami Beach ("City") for the construction, operation, and maintenance of utility facilities at Jackson North Medical Center.

Approval by the Board of County Commissioners is required for easements to be granted on county-owned land. Staff further recommends that the Board of Trustees directs the Chief Executive Officer to negotiate a non-exclusive easement agreement with the City and to obtain all approvals required from the Board of County Commissioners for the execution and recording of said easement.

**Fiscal Impact/Funding Source**

There is no significant fiscal impact associated with the grant of this easement.

**Track Record/Monitor**

Dan Chatlos, Director, Real Estate Services would be responsible for the negotiation, execution and recording of the easement.

**Background**

The improvement work at the Jackson North Medical Center, located at 160 NW 170 Street, North Miami Beach, Florida, requires the City to relocate utility facilities the hospital. The construction of these facilities requires the grant of a non-exclusive perpetual easement in the area identified in Attachment 1. Once constructed, the City will be responsible for the maintenance and operation of the facilities.

**LEGAL DESCRIPTION:**  
**PARCEL 1 – A.K.A. NORTHPARK PARCEL**

**EXHIBIT "A"**

A portion of Lots 11, 12, 13, Block 3, and a portion of Lots 11, 12, 13 and 35, Block 4, and a portion of N.W. 170th Street, N.W. 1st Avenue and 20 foot alley adjacent thereof, all as shown on the plat of COMMERCIAL ARLINGTON, according plat thereof, as recorded in Plat Book 30, Page 39 of the Public Records of to the Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 20, Block 2 of said Plat Book 30, Page 39; thence North 89°35'05" West along the South line of said Lot 20 for 46.07 feet; thence South 00°10'26" West for 33.05 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence North 89°49'34" West for 228.67 feet; thence South 00°10'26" West for 25.33 feet; thence North 89°49'34" West for 8.67 feet; thence South 00°10'26" West for 44.17 feet; thence South 89°49'34" East for 8.67 feet; thence South 00°10'26" West for 21.17 feet; thence South 89°49'34" East for 228.67 feet; thence North 00°10'26" East for 21.17 feet; thence South 89°49'34" East for 8.67 feet; thence North 00°10'26" East for 44.17 feet; thence North 89°49'34" West for 8.67 feet; thence North 00°10'26" East for 25.33 feet to the POINT OF BEGINNING.

Together with the rights and interests in and to that certain Cross Easement Agreement dated as of January 1, 1992, as amended by the First Amendment to Cross Easement Agreement dated June 29, 2001, encumbering the property more particularly described as Parcel 2, below.

**PARCEL 2****TRACT 1**

Lots 1-9 (inclusive), and 31-48 (inclusive), in Block 5, of OLETA TERRACE, as recorded in Plat Book 8, at Page 117, of the Public Records of Miami-Dade County, Florida.

**TRACT 2**

Lots 10-19 (inclusive), and Lots 25-30, in Block 5, of OLETA TERRACE, as recorded in Plat Book 8, at Page 117, of the Public Records of Miami-Dade County, Florida.

**TRACT 3**

A portion of Lots 7 through 48 (inclusive), lying Southeasterly of State Road No. 9 right-of-way and alleys lying within and N.W. 170th Street lying West of Southerly extension of East line of Lot 20, Block 1 of "COMMERCIAL ARLINGTON", as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

**TRACT 4**

Lots 1 through 48 (inclusive), Block 4 "COMMERCIAL ARLINGTON", as recorded in Plat Book 30, at Page 39, and N.W. 169th Street lying South and adjacent to Lots 1 and 21 through 34 of said Block 4, and alleys lying within said Block 4, as same appear on the Plat filed at Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

Drawn By	MAP
Cad. No.	200092
Ref. Dwg.	2001-117
Plotted:	1/26/18 11:32a

**LEGAL DESCRIPTION**

**FORTIN, LEAVY, SKILES, INC.**  
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
 180 Northeast 168th Street / North Miami Beach, Florida. 33162  
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	2/13/20
Scale	NOT TO SCALE
Job. No.	200092
Dwg. No.	1020-006
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**TRACT 5**

The East 15.11 feet of Lot 22, and all of Lots 23 and 24, in Block 5 of OLETA TERRACE, according to the Plat thereof, as recorded in Plat Book 8, at Page 117, of the Public Records of Miami-Dade County, Florida.

**TRACT 6**

Lot 22, less the East 15.11 feet thereof, and all of Lots 20 and 21, in Block 5, of OLETA TERRACE, according to the Plat thereof as recorded in Plat Book 8, at Page 117, of the Public Records of Miami-Dade County, Florida.

**TRACT 7**

Lots 1 through 9 (inclusive), in Block 6 of OLETA TERRACE, according to the Plat thereof, as recorded in Plat Book 8, at Page 117, of the Public Records of Miami-Dade County, Florida.

**TRACT 8**

Lots 11 through 20 (inclusive), in Block 3 of COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

**TRACT 9**

Lots 11 through 20 (inclusive), in Block 2, of COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

**TRACT 10**

A portion of Lots 21, 22 and 23, in Block 2, of COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida, and more particularly described as follows:

Begin 300 feet West of the Southeast corner of Lot 34, in Block 2, of COMMERCIAL ARLINGTON, according to the Plat thereof as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida, thence West 58.99 feet, thence North 125 feet, thence East 59.49 feet, thence South 125 feet to the POINT OF BEGINNING, all lying and being in COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

**TRACT 11**

Portion of Lots 23, 24 and 25, in Block 2, of COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida, and more particularly described as follows:

Begin 240 feet West of the Southeast corner of Lot 34, in Block 2, thence Westerly 60 feet, thence Northerly 125 feet, thence Easterly 60 feet, thence South 125 feet, to the POINT OF BEGINNING, all lying and being in COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

**TRACT 12**

The West 15 feet of Lot 44 and all of Lots 45, 46, 47 and 48, in Block 2, of COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

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**TRACT 13**

Lots 1 through 6 (inclusive), and Lots 12 through 14 (inclusive) in Block 2, of PARKWAY ESTATES, according to the Plat thereof, as recorded in Plat Book 64, at Page 37, of the Public Records of Miami-Dade County, Florida.

Being a portion of N.W. 1st Avenue and portions of N.W. 169th Street and N.W. 170th Street lying within portions of OLETA TERRACE, according to the Plat thereof as recorded in Plat Book 8, page 117, and COMMERCIAL ARLINGTON, according to the Plat thereof as recorded in Plat Book 30, page 39, both of the Public Records of Miami-Dade County, Florida, said Avenue and Streets being more particularly described as follows:

Begin at the Southwest corner of Lot 1, Block 6 of said OLETA TERRACE, the following three (3) courses being along the Westerly and Northerly lines of said Block 6; (1) thence North 00°-10'-26" East along the Easterly road right-of-way line of N.W. 1st Avenue for 109.18 feet to a point of curvature; (2) thence Northeasterly along a 25.00 foot radius curve leading to the right through a central angle of 90°-17'-45" for an arc of 39.40 feet to a point of tangency; (3) thence South 89°-31'-49" East along the Southerly road right-of-way line of N.W. 169th Street for 74.94 feet; thence North 00°-10'-11" East along the Southerly projection of the Easterly line of Lot 20, Block 3 of said COMMERCIAL ARLINGTON for 60.00 feet to the Southeast corner of said Lot 20; the following five (5) courses being along the Southerly, Westerly and Northerly exterior lines of said Block 3; (1) thence North 89°-31'-49" West along the Southerly line of said Block 3 and the Northerly road right-of-way line of N.W. 169th Street for 75.20 feet to a point of curvature; (2) thence Northwesterly along a 25.00 foot radius curve leading to the right through a central angle of 89°-42'-15" for an arc of 39.14 feet to a point of tangency; (3) thence North 00°-10'-26" East along the Westerly line of said Block 3 and the Easterly road right-of-way line of said N.W. 1st Avenue for 224.20 feet to a point of curvature; (4) thence Northeasterly along a 25.00 foot radius curve leading to the right through a central angle of 90°-14'-29" for an arc of 39.38 feet to a point of tangency; (5) thence South 89°-35'-05" East along the Northerly line of said Block 3 and the Southerly road right-of-way of N.W. 170th Street for 74.94 feet to the Northeast corner of Lot 11 of said Block 3; thence North 00°-10'-11" East along the Northerly projection of the Easterly line of said Lot 11 for 60.00 feet to a point on the Southerly line of said Block 2, COMMERCIAL ARLINGTON; the following four (4) courses being along the Southerly, Westerly and Northwesterly exterior lines of said Block 2; (1) thence North 89°-35'-05" West along said Southerly line and the Northerly road right-of-way line of N.W. 170th Street for 75.15 feet to a point of curvature; (2) thence Northwesterly along a 25.00 foot radius curve leading to the right through a central angle of 89°-45'-31" for arc of 39.16 feet to a point of tangency; (3) thence North 00°-10'-26" East along the Westerly line of said Block 2 and the Easterly road right-of-way line of N.W. 1st Avenue for 220.09 feet to a point of curvature; (4) thence Northeasterly along a 25.00 foot radius curve leading to the right through a central angle of 90°-14'-40" for an arc of 39.38 feet to a point of cusp, said point of cusp lying on the Northerly line of said Block 2 and the Southerly road right-of-way line of N.W. 171st Street; thence North 89°-34'-54" West along said Southerly road right-of-way line for 110.00 feet to a point of cusp, said point of cusp lying on the Northerly line of said Block 1, COMMERCIAL ARLINGTON; the following four

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(4) courses being along the Northeasterly, Easterly, Southeasterly and Southerly exterior lines of Block 1 and 4 of said COMMERCIAL ARLINGTON; (1) thence Southeasterly along a 25.00 foot radius curve whose radius point bears South 00°-25'-06" West, said 25.00 foot radius curve leading to the right through a central angle of 89°-45'-20" for an arc of 39.16 feet to a point of tangency; (2) thence South 00°-10'-26" West along the Westerly road right-of-way line of N.W. 1st Avenue for 554.19 feet to a point of curvature; (3) thence Southwesterly along a 25.00 foot radius curve leading to the right through a central angle of 90°-17'-45" for an arc of 39.40 feet to a point of tangency; (4) thence North 89°-31'-49" West being along the Northerly road right-of-way line of N.W. 169th Street for 97.95 feet; thence South 00°-01'-22" East along the Northerly projection of the Westerly line of said Lot 20, Block 5, OLETA TERRACE for 60.00 feet to the Northwest corner of said Lot 20; the following three (3) courses being along the Northerly, Northeasterly and Easterly exterior lines of said Block 5; (1) thence South 89°-31'-49" East along the Southerly right-of-way line of said N.W. 169th Street for 98.00 feet to a point of curvature; (2) thence Southeasterly along a 25.00 foot radius curve through a central angle of 89°-42'-15" for an arc of 39.14 feet to a point of tangency; (3) thence South 00°-10'-26" West along the Westerly road right-of-way line of said N.W. 1st Avenue for 109.39 feet to the Southeast corner of Lot 24 of said Block 5, OLETA TERRACE; thence South 89°-29'-19" East for 60.00 feet to the POINT OF BEGINNING.

Together with that portion of the 20.00 foot wide alley lying adjacent to Lots 11 through 24, West 1/2 of Lots 25 and 44, and Lots 45 through 48, Block 2 of said Plat of COMMERCIAL ARLINGTON, said alley being more particularly described as follows:

Begin at the Northeast corner of said Lot 11, said Northeast corner lying on the Southerly road right-of-way line of N.W. 171st Street; thence South 00°-10'-01" West along the Easterly lines of said Lots 11 through 20 (inclusive) for 270.08 feet to the Southeast corner of said Lot 20; thence South 89°-35'-05" East along the Northerly road right-of-way of N.W. 170th Street for 20.00 feet to the Southwest corner of said Lot 21; thence North 00°-10'-01" East along the Westerly line of said Lot 21 for 125.04 feet to the Northwest corner of said Lot 21; thence South 89°-35'-00" East along the Northerly lines of said Lot 21 through 25 to the Northeast corner of the West 1/2 of said Lot 25 for 117.38 feet; thence North 00°-16'-43" East along the Northerly projection of the Easterly line of the West 1/2 of said Lot 25 for 20.00 feet to the Southeast corner of the West 1/2 of said Lot 44; thence North 89°-35'-00" West along the Southerly lines of the West 1/2 of said Lot 44, and Lots 45 through 48 for 117.42 feet to the Southwest corner of said Lot 48; thence North 00°-10'-01" East along the Westerly line of said Lot 48 for 125.04 feet to the Northwest corner of said Lot 48, said Northwest corner lying on the Southerly right-of-way line of N.W. 171st Street; thence North 89°-34'-54" West along said Southerly road right-of-way line of N.W. 171st Street for 20.00 feet to the POINT OF BEGINNING.

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**LESS AND EXCEPT THERE FROM THE FOLLOWING TWO DESCRIBED PARCELS:**

**PARCEL 1: (Medical Plaza Building and Improvements)**

Fee simple title to the buildings and improvements presently existing and hereafter constructed on said Parcel 1 for the term of the Ground Lease in Parcel 1a below concerning:

A portion of Block 5, of "OLETA TERRACE", according to the plat thereof, recorded in Plat Book 8, at Page 117, of the Public Records Miami-Dade County, Florida, and a portion of N.W. 169th Street (Warren Street) as shown on said plat of "OLETA TERRACE", which was previously vacated and abandoned from public use, being more particularly described as follows:

Commence at the centerline intersection of N.W. 2nd Avenue and N.W. 168th Street, as shown on said plat of "OLETA TERRACE", thence run S 89°30'07" E (S 89°29'00" E - Deed), along the centerline of N.W. 168th Street, for 119.20 feet; thence run North for 30.00 feet to the South line of said Block 5 and the point of beginning of hereinafter described parcel of land:

From said point of beginning, thence run N 89°30'07" W (N 89°29'00" W - Deed), along the South line of said Block 5, for 59.42 feet to the point of curvature of a circular curve to the right; thence run Northwesterly and Northerly along the arc of said curve to the right, concave to the Northeast, having for its elements a central angle of 89°30'07" (89°29'00" - Deed), a radius of 25.00 feet, for an arc distance of 39.05 feet (39.04 feet - Deed) to the point of tangency of said curve; thence run North along the West line of said Block 5 and the Northerly extension, for 256.22 feet; thence run East for 84.20 feet, thence run South for 281.76 feet to the point of beginning.

**PARCEL 2: (Parking Plaza Garage to Medical Plaza Building and Improvements)**

Fee simple title to the buildings and improvements presently existing and hereafter constructed on said Parcel 2 for the term of the Ground Lease in Parcel 2a below concerning:

A portion of Block 5, of "OLETA TERRACE", according to the plat thereof, recorded in Plat Book 8, at page 117, of the Public Records of Miami-Dade County, Florida, and a portion of N.W. 169th Street (Warren Street) as shown on said plat of "OLETA TERRACE", which was previously vacated and abandoned from public use, being more particularly described as follows:

Commence at the centerline intersection of N.W. 2nd Avenue and N.W. 168th Street, as shown on said plat of "OLETA TERRACE", thence run S 89°30'07" E (S 89°29'00" E - Deed), along the centerline of N.W. 168th Street, for 119.20 feet; thence run North for 30.00 feet to the South line of said Block 5 and the point of beginning of hereinafter described parcel of land:

From said point of beginning, thence continue North for 281.76 feet; thence run East for 10.80 feet; thence North for 8.00 feet; thence run East for 67.00 feet; thence run North for 15.00 feet; thence run East for 51.00 feet; thence run South for 256.25 feet; thence run East for 12.00 feet; then run S 45°00'00" E for 35.36 feet; thence run South for 24.93 feet (25.00 feet - Deed) to the south line of said Block 5, thence run N 89°29'00" W along said South line of Block 5, for 165.80 feet to the point of beginning.

Drawn By	MAP
Cad. No.	200092
Ref. Dwg.	2001-117
Plotted:	1/26/18 11:32a

<b>LEGAL DESCRIPTION</b>
<b>FORTIN, LEAVY, SKILES, INC.</b> CONSULTING ENGINEERS, SURVEYORS & MAPPERS FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653 180 Northeast 168th Street / North Miami Beach, Florida, 33162 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	2/13/20
Scale	NOT TO SCALE
Job. No.	200092
Dwg. No.	1020-006
Sheet	5 of 5

## EXHIBIT "B"

### LEGAL DESCRIPTION: City of North Miami Beach Water Main Easement

A City of North Miami Beach Water Main Easement across a portion of Lots 41 and 42, Block 1, COMMERCIAL ARLINGTON, according to the plat thereof, as recorded in Plat Book 30 at Page 39 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Lot 41, the following two (2) courses being along the North line of said Lots 41 and 42, also being the South right of way line of N.W. 171st Street; 1) thence N 89°34'54" W for 19.04 feet to the Point of Beginning of the hereinafter described City of North Miami Beach Water Main Easement; 2) thence continue N 89°34'54" W for 15.00 feet; thence S 00°32'16" W for 17.56 feet; thence S 90°00'00" E for 15.00 feet; thence N 00°32'16" E for 17.45 feet to the Point of Beginning.

### SURVEYOR'S NOTES:

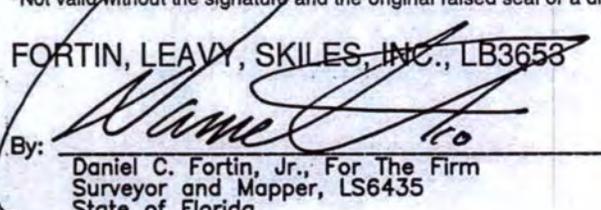
- This site lies in Section 12, Township 52 South, Range 41 East, City of North Miami Beach, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 89°34'54" W for the South right of way line of N.W. 171st Street.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2001-117.

### SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on February 13, 2020, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

FORTIN, LEAVY, SKILES, INC., LB3653

By: 

Daniel C. Fortin, Jr., For The Firm  
Surveyor and Mapper, LS6435  
State of Florida.

REVIEWED  
NMBWater

OK *fls* 2/21/20

Drawn By	MAP
Cad. No.	200092
Ref. Dwg.	2001-117
Plotted:	1/26/18 11:32a

### LEGAL DESCRIPTION, NOTES & CERTIFICATION

**FORTIN, LEAVY, SKILES, INC.**  
CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
180 Northeast 168th. Street / North Miami Beach, Florida. 33162  
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	2/13/20
Scale	NOT TO SCALE
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Dwg. No.	1020-006
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INTERSTATE 95  
STATE ROAD NO. 9

EAST DRIVE  
(STATE ROAD NO. 9 EAST DRIVE - PLAT BOOK 64 PAGE 978)

N.W. 171ST STREET  
(FULFORD BOULEVARD - PLAT BOOK 30 PAGE 39)  
(PUBLIC RIGHT OF WAY)

CENTERLINE OF  
N.W. 171ST STREET

POINT OF BEGINNING  
N89°34'54"W  
19.04'

POINT OF COMMENCEMENT  
N.E. CORNER OF LOT 41

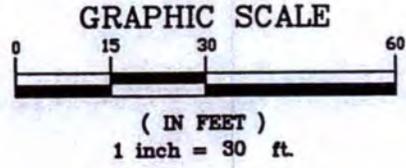
SOUTH RIGHT OF WAY  
OF N.W. 171ST STREET

NORTH LINE  
OF LOTS 41-42  
BLOCK 1

B L O C K 1

COMMERCIAL ARLINGTON  
PLAT BOOK 30 PAGE 39

LOT 44    LOT 43    LOT 42    LOT 41    LOT 40    LOT 39    LOT 38    LOT 37    LOT 36



REVIEWED  
NMBWater  
OK YAM 2/21/20

LINE TABLE		
LINE	LENGTH	BEARING
L1	15.00	N89°34'54"W
L2	17.56	S00°32'16"W
L3	15.00	N90°00'00"E
L4	17.45	N00°32'16"E

Drawn By	MAP
Cad. No.	200092
Ref. Dwg.	2001-117
Plotted:	1/26/18 11:32a

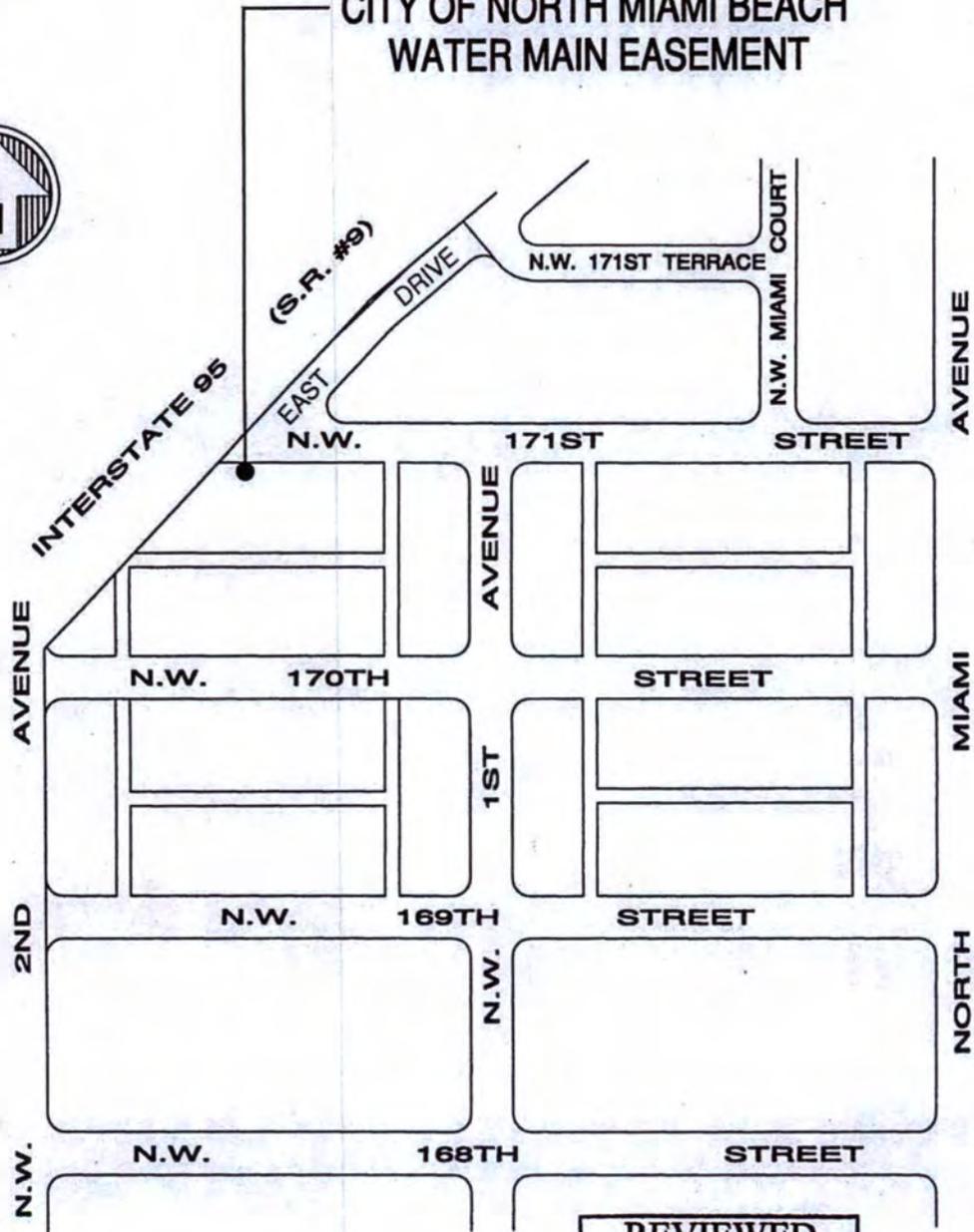
**SKETCH OF DESCRIPTION**

**FORTIN, LEAVY, SKILES, INC.**  
CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
180 Northeast 168th. Street / North Miami Beach, Florida. 33162  
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	2/13/20
Scale	1"=30'
Job. No.	200092
Dwg. No.	1020-006
Sheet	2 of 3

EXHIBIT "B"

CITY OF NORTH MIAMI BEACH  
WATER MAIN EASEMENT



REVIEWED  
NMBWater

*OK SAM 2/21/20*

*[Handwritten signature]*

Drawn By	MAP
Cad. No.	200092
Ref. Dwg.	2001-117
Plotted:	1/26/18 11:32a

**LOCATION SKETCH**

**FORTIN, LEAVY, SKILES, INC.**  
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162  
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	2/13/20
Scale	NOT TO SCALE
Job. No.	200092
Dwg. No.	1020-006
Sheet	3 of 3

## EASEMENT AGREEMENT FOR WATER MAIN FACILITIES

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_ 2022, by and among MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida ("County" or "Grantor"), the Public Health Trust of Miami-Dade County, Florida, an agency and instrumentality of the County ("PHT") and the CITY OF NORTH MIAMI BEACH, a municipal corporation duly organized and existing under the laws of the State of Florida ("City" or "Grantee"). The County, City and PHT may be referred to collectively as the "Parties."

### RECITALS

- A. Whereas, the County is the fee simple owner of certain real property described in **Exhibit "A"** attached hereto and made a part hereof ("Subject Property"); and
- B. Whereas, the Subject Property is located on the campus of the Jackson North Medical Center, and is operated, governed and maintained by the PHT, as a designated facility, as such term is defined in Section 154.08, Florida Statutes, as amended, and Section 25A-2 of the Code of Miami-Dade County, Florida ("Code"); and
- C. Whereas, pursuant to Section 25A-4 of the Code, the PHT is not authorized to convey or otherwise encumber the real property that makes up its designated facilities, which powers are vested in the County; and
- D. Whereas, the County has agreed to grant to the City an easement over that certain portion of the Subject Property specifically described in **Exhibit "B"**, attached hereto and made a part hereof (the "Easement Area"), upon the terms and conditions set forth herein; and
- E. Whereas, Grantor has agreed to grant an easement to Grantee for the sole purpose of construction, operation and maintenance of a water main and related utility facilities under and through the Easement Area, as may be required by Grantee in connection with its use and operation of the water main facilities; and
- F. Whereas, the water main facilities support the planned expansion of the Jackson North campus and will serve the public interest and welfare; and
- G. Whereas, Grantee shall bear any and all costs of maintenance, utilities, replacements, repairs, taxes, insurance, and any and all other costs and expenses involved in its operation and use of the water main facilities (the "Operating Costs"); and
- H. Whereas, pursuant to the Code, the PHT is responsible for the governance, operation, and maintenance of the Subject Property and joins in this Agreement to acknowledge the PHT's obligations under this Agreement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**Recitals.** The recitals set forth above are true and correct and are made a part of this Agreement as if fully set forth herein.

**Grant of Easement.** Consistent with the proposed use of the water main facilities and subject to the provisions of this Agreement, Grantor hereby grants to Grantee, for the use and benefit of Grantee, its successors and assigns and its agents and employees, a non-exclusive easement over, across, through and under the Easement Area solely for the use, installation, operation, maintenance, replacement and repair of the water main facilities, above and below ground, located on or under the Easement Area.

**Maintenance.** Grantee shall at all times maintain, install, repair and replace (as necessary) the water main facilities, or necessary portions thereof, so that same is at all times in good working order and condition and free of material defects, subject only to occasional interruption of service due to (i) ordinary wear and tear and use thereof; (ii) routine or extraordinary maintenance, repair or replacement; or (iii) events beyond Grantee's reasonable control. Grantee shall have the right to select the contractor(s) of its choice in connection with all aspects of installation, maintenance, repair, and replacement of the water main facilities. Grantee shall be obligated to restore the Easement Area, including but not limited to pavement, surface areas, curb-gutter, sidewalk, sod, and any vegetative, architectural or other elements necessary to fully comply with Resolution 504-15 of the Board of County Commissioners as described herein, to the condition in which it existed immediately prior to the performance of such work at no cost to the County or the PHT.

**Compliance with Resolution 504-15 of the Board of County Commissioners.** Grantee shall at all times fully comply with the requirements of Resolution 504-15 of the Board of County Commissioners, as may be amended from time to time, including but not limited to placement of equipment underground or in less visible locations, review and consideration of the compatibility of any existing or potential development near the Easement Area, and taking necessary measures to conceal or camouflage lines or equipment, such as architectural features or vegetation cover as determined in the reasonable discretion of Grantor.

**Condition; No Warranty.** Grantee accepts the use of the Easement Area in its "as-is/where-is" condition without any representation, warranty or inducement relating to the Easement Area's condition or fitness for any particular purpose. Neither the Grantor nor the PHT shall be obligated to alter any portion of the Easement Area to accommodate the use set forth herein.

**Access by Grantor or PHT.** The Grantor or the PHT shall at all times, have full and unrestricted access to the Easement Area in order to maintain, repair and replace necessary portions of the surface of the Easement Area. In the event that the water main facilities are damaged as a result of negligence by the Grantor or the PHT during any such maintenance, repair or replacement, the PHT shall make necessary repairs to the water main facilities at PHT's sole expense.

**Encroachments.** The PHT agrees to keep the Easement Area accessible, with no structures to be placed within or immediately adjacent to the Easement Area impeding access to the Easement Area. Upon reasonable notice to the PHT, the PHT will remove, at its own expense, any encroachment, or structure which impedes access to the Easement Area.

**Third Party Agreements.** PHT agrees to give reasonable notice to Grantee of any third parties who intend to use or encroach upon the Easement Area.

**Noise Controls.** Grantee shall minimize any noise emanating from the water main facilities, and at a minimum, shall comply with hospital industry standards and applicable law with respect to same.

**Payment Covenants.** Grantee shall be solely responsible for all costs relating to the water main facilities including, but not limited to, the Operating Costs of same.

**Term.** The term of this Agreement shall be perpetual unless the easement reverts to the County or this Agreement is terminated by the Parties in a written instrument signed by the Parties and recorded in the Public Records of Miami-Dade County, Florida. This Easement shall not merge with any deed to the Subject Property or any part thereof but shall survive for the term described herein.

**Recording.** This Agreement will be recorded in accordance with the procedures dictated in County Commission Resolution No. 974-09.

**No Assignment.** This Agreement may not be assigned, transferred or conveyed, in whole or in part, by Grantee without the prior written consent of Grantor which it may withhold in its sole and absolute discretion. If the County refuses to allow Grantee to assign, transfer, or convey its Easement interest, the City may terminate the Agreement with sixty (60) days notice to the Parties, removing the water main facilities and returning the Easement Area to its pre-easement condition. This Agreement runs with the land and shall be binding upon and inure to the benefit to, any successors or assigns as permitted herein.

**Limitations.** It is the intention of the parties hereto that this Agreement shall be limited to and utilized solely for the purposes expressed herein. Grantor retains all rights not specifically conveyed herein and no use or improvements, other than those set forth herein, will be permitted without the express written consent of the Grantor. It is further agreed that this Agreement conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

**Immediate Reversion.** It is expressly agreed that if and whenever the use of the Easement Area is discontinued, the interest to the said described Easement shall immediately revert to the Grantor, upon written notice of such reverter to Grantee, and it shall have the right to immediately repossess the same at no cost or expense to Grantor and without compensation of Grantee.

**Indemnification and Hold Harmless.** The Grantee shall indemnify, assume, defend and hold harmless the Grantor and the PHT and their respective commissioners, trustees, officers, employees, medical staff, agents, and servants, from and against any and all liability, claims, actions, liens, demands, expenses, and judgments for loss, damages, or injury to property or persons arising out of or relating to the Grantee's activities within the Easement Area except for liability arising in whole or in part from the negligence or willful acts of the PHT or the County. Nothing contained in this paragraph or elsewhere in this Agreement is intended to be a waiver of limitations on the Grantee's liability to third parties as set forth in Section 768.28, Florida Statutes; however, the limitations under such statutory provision shall not apply to the Grantee's contractual obligations to defend Grantor and the PHT and to cover, pay and/or reimburse any and all costs, expenses, liabilities, claims, actions, causes of action, losses, demands, judgments, liens, and damages, including, without limitation, reasonable attorneys' fees (including the cost of in-house counsel) and disbursements at the trial level and all levels of appeal, relating to death or of injury to persons, or loss of or damage to property, incurred in connection with the use of the Easement Area by the Grantee, except as excluded herein.

**Default by Grantee.** In the event of a default by Grantee of any obligation herein, including without limitation in the maintenance, operation or repair of the water main facilities, the PHT or Grantor shall give written notice to Grantee, specifying the nature of such default. Grantee shall have a period of ten (10) days following receipt of such notice to remedy the default (or such longer time as may be necessary and reasonable, provided Grantee shall have commenced a cure within said 10-day period and is diligently and continuously prosecuting same); failing which the PHT or Grantor shall have the right to access the water main facilities, for the limited purpose of making the required repair or maintenance. Notwithstanding the foregoing, if the default is of such a nature that an emergency situation arises constituting an unsafe or unsanitary condition, the period for cure of such default shall be accelerated to be a period of time determined by Grantor or the PHT in their sole discretion, but which is reasonable in light of the nature of the emergency. All costs incident to curing a default by Grantee under this subsection shall be the sole responsibility and obligation of and, accordingly, shall be borne by, the Grantee.

**Default by the PHT.** In the event of a default by the PHT in the repair of the water main facilities resulting from damage caused by the PHT to the water main facilities, Grantee shall give written notice to the PHT specifying the nature of such default. The PHT shall have a period of ten (10) days following receipt of said notice in which to remedy the default (or such longer time as may be necessary and reasonable, provided the PHT shall have commenced a cure within said 10-day period and is diligently and continuously prosecuting same); failing which Grantee shall have the right to make the required repair of the water main facilities. All costs incident to repair of the water main facilities shall be borne by the PHT.

**Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Easement.

**Choice of Law and Venue.** This Agreement shall be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflict of laws provisions.

The Parties forever stipulate that exclusive venue for litigation arising out of or relating to the subject matter of this Agreement shall be within Miami-Dade County, Florida.

**Amendments.** This Agreement may only be amended or modified by written instrument lawfully executed by the Parties and recorded in the Public Records of Miami-Dade County, Florida.

**Interpretation.** No provision of this Agreement will be interpreted in favor of, or against, any of the Parties hereto by reason of the extent to which any such party or its counsel participated in the drafting hereof, or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

**Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single version of this Agreement.

**Notices.** All notices, demands, requests or other communications required or permitted to be given hereunder must be given in writing and may be delivered by (i) hand delivery, with a receipt issued by the parting making such deliver; (ii) certified mail, return receipt requested, or (iii) a nationally recognized overnight delivery service which provides delivery confirmation. Notice will be deemed to have been given upon actual receipt or refusal to receive same by one of the foregoing methods. Notices shall be sent as follows:

To the County and the PHT:

Public Health Trust of Miami-Dade County, Florida  
1500 Northwest 12 Avenue, Suite 816  
Miami, Florida 33136  
Attention: Real Estate Services

To the City:

City of North Miami Beach  
17011 NE 19<sup>th</sup> Avenue  
North Miami Beach, FL 33162  
Attention: Public Works Department

With a Copy to

City of North Miami Beach  
17011 NE 19<sup>th</sup> Avenue  
North Miami Beach, FL 33162  
Attention: City Attorney's Office

**Entire Agreement.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the specific subject matter hereof and supersedes all prior negotiations, agreements,

understandings and arrangements, both oral and written, between the parties with respect to such specific subject matter.

**Severability.** If any clause or provision of this Agreement is deemed illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the validity of the remainder of this Easement shall not be affected thereby and shall be legal, valid and enforceable.

**Nonexclusive.** The grant of this easement is nonexclusive and all rights which are not specifically conveyed herein are retained by the Grantor.

**Sovereign Rights.** Notwithstanding any other provision herein, Grantor retains its sovereign status hereunder and ~~further retains all sovereign perogatives and rights, and shall not be estopped from withholding or refusing to issue any approvals of and applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the the improvements provided for herein.~~

[SIGNATURES APPEAR ON FOLLOWING PAGES]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the duly authorized representatives of the County, the PHT and the City have executed this Agreement on the dates set forth below.

ATTEST:

HARVEY RUVIN,  
CLERK OF SAID BOARD

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

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
County Mayor

Approved by County Attorney as to form  
and legal sufficiency. \_\_\_\_\_

Date: \_\_\_\_\_

The foregoing was authorized and approved by Resolution No. \_\_\_\_\_ of the  
Board of County Commissioners of Miami-Dade County, Florida on the \_\_\_\_ day of \_\_\_\_\_,  
2022.

WITNESSES:

PUBLIC HEALTH TRUST OF MIAMI-DADE  
COUNTY, FLORIDA, an agency and instrumentality  
of Miami-Dade County

Signature: \_\_\_\_\_

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

BY: \_\_\_\_\_

Carlos A. Migoya  
Chief Executive Officer

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledge before me on \_\_\_\_\_ by Carlos  
A. Migoya, as Chief Executive Officer of the Public Health Trust of Miami-Dade County, Florida,  
an agency and instrumentality of Miami-Dade County, on behalf of the Trust. He is personally  
known to me or has produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public, State of Florida

GRANTEE:

CITY OF NORTH MIAMI BEACH

By: *A. H. Sorey, III*  
Arthur H. Sorey, III  
City Manager

Attest:  
By: *Andrise Bernard*  
Andrise Bernard, City Clerk

Approved as to form and legal sufficiency:

By: *[Signature]* *7/18/22*  
Hans Ottinot, City Attorney

Signed, sealed and delivered in the presence of:

WITNESSES:

Signature: *[Signature]*  
Print Name: *Geodel Merzias*

Signature: *[Signature]*  
Print Name: *Kemmer L. Brown*

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledge before me on *July 21*, 2022, by Arthur H. Sorey, III, the City Manager of the City of North Miami Beach, a Florida municipal corporation. He is personally *known to me* or has produced \_\_\_\_\_ as identification by means of *X* physical presence or \_\_\_ online notarization..

[SEAL]



Ashley Francois  
Comm #HH088301  
Expires: Feb. 2, 2025  
Bonded Thru Aaron Notary

*[Signature]*  
Notary Public, State of Florida

**LEGAL DESCRIPTION:**  
**PARCEL 1 - A.K.A. NORTHPARK PARCEL**

**EXHIBIT "A"**

A portion of Lots 11, 12, 13, Block 3, and a portion of Lots 11, 12, 13 and 35, Block 4, and a portion of N.W. 170th Street, N.W. 1st Avenue and 20 foot alley adjacent thereof, all as shown on the plat of COMMERCIAL ARLINGTON, according plat thereof, as recorded in Plat Book 30, Page 39 of the Public Records of to the Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Lot 20, Block 2 of said Plat Book 30, Page 39; thence North 89°35'05" West along the South line of said Lot 20 for 46.07 feet; thence South 00°10'26" West for 33.05 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence North 89°49'34" West for 228.67 feet; thence South 00°10'26" West for 25.33 feet; thence North 89°49'34" West for 8.67 feet; thence South 00°10'26" West for 44.17 feet; thence South 89°49'34" East for 8.67 feet; thence South 00°10'26" West for 21.17 feet; thence South 89°49'34" East for 228.67 feet; thence North 00°10'26" East for 21.17 feet; thence South 89°49'34" East for 8.67 feet; thence North 00°10'26" East for 44.17 feet; thence North 89°49'34" West for 8.67 feet; thence North 00°10'26" East for 25.33 feet to the POINT OF BEGINNING.

Together with the rights and interests in and to that certain Cross Easement Agreement dated as of January 1, 1992, as amended by the First Amendment to Cross Easement Agreement dated June 29, 2001, encumbering the property more particularly described as Parcel 2, below.

**PARCEL 2**

**TRACT 1**

Lots 1-9 (inclusive), and 31-48 (inclusive), in Block 5, of OLETA TERRACE, as recorded in Plat Book 8, at Page 117, of the Public Records of Miami-Dade County, Florida.

**TRACT 2**

Lots 10-19 (inclusive), and Lots 25-30, in Block 5, of OLETA TERRACE, as recorded in Plat Book 8, at Page 117, of the Public Records of Miami-Dade County, Florida.

**TRACT 3**

A portion of Lots 7 through 48 (inclusive), lying Southeasterly of State Road No. 9 right-of-way and alleys lying within and N.W. 170th Street lying West of Southerly extension of East line of Lot 20, Block 1 of "COMMERCIAL ARLINGTON", as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

**TRACT 4**

Lots 1 through 48 (inclusive), Block 4 "COMMERCIAL ARLINGTON", as recorded in Plat Book 30, at Page 39, and N.W. 169th Street lying South and adjacent to Lots 1 and 21 through 34 of said Block 4, and alleys lying within said Block 4, as same appear on the Plat filed at Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

Drawn By	MAP
Cad. No.	200092
Ref. Dwg.	2001-117
Plotted:	1/26/18 11:32a

**LEGAL DESCRIPTION**

**FORTIN, LEAVY, SKILES, INC.**  
CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
180 Northeast 168th. Street / North Miami Beach, Florida. 33162  
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date	2/13/20
Scale	NOT TO SCALE
Job. No.	200092
Dwg. No.	1020-006
Sheet	1 of 5

**TRACT 5**

The East 15.11 feet of Lot 22, and all of Lots 23 and 24, in Block 5 of OLETA TERRACE, according to the Plat thereof, as recorded in Plat Book 8, at Page 117, of the Public Records of Miami-Dade County, Florida.

**TRACT 6**

Lot 22, less the East 15.11 feet thereof, and all of Lots 20 and 21, in Block 5, of OLETA TERRACE, according to the Plat thereof as recorded in Plat Book 8, at Page 117, of the Public Records of Miami-Dade County, Florida.

**TRACT 7**

Lots 1 through 9 (inclusive), in Block 6 of OLETA TERRACE, according to the Plat thereof, as recorded in Plat Book 8, at Page 117, of the Public Records of Miami-Dade County, Florida.

**TRACT 8**

Lots 11 through 20 (inclusive), in Block 3 of COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

**TRACT 9**

Lots 11 through 20 (inclusive), in Block 2, of COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

**TRACT 10**

A portion of Lots 21, 22 and 23, in Block 2, of COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida, and more particularly described as follows:

Begin 300 feet West of the Southeast corner of Lot 34, in Block 2, of COMMERCIAL ARLINGTON, according to the Plat thereof as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida, thence West 58.99 feet, thence North 125 feet, thence East 59.49 feet, thence South 125 feet to the POINT OF BEGINNING, all lying and being in COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

**TRACT 11**

Portion of Lots 23, 24 and 25, in Block 2, of COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida, and more particularly described as follows:

Begin 240 feet West of the Southeast corner of Lot 34, in Block 2, thence Westerly 60 feet, thence Northerly 125 feet, thence Easterly 60 feet, thence South 125 feet, to the POINT OF BEGINNING, all lying and being in COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

**TRACT 12**

The West 15 feet of Lot 44 and all of Lots 45, 46, 47 and 48, in Block 2, of COMMERCIAL ARLINGTON, according to the Plat thereof, as recorded in Plat Book 30, at Page 39, of the Public Records of Miami-Dade County, Florida.

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Ref. Dwg.	2001-117
Plotted:	1/26/18 11:32a

**LEGAL DESCRIPTION**

**FORTIN, LEAVY, SKILES, INC.**  
CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
180 Northeast 168th. Street / North Miami Beach, Florida. 33162  
Phone: 305-653-4493 / Fax 305-653-7152 / Email fls@flssurvey.com

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**TRACT 13**

Lots 1 through 6 (inclusive), and Lots 12 through 14 (inclusive) in Block 2, of PARKWAY ESTATES, according to the Plat thereof, as recorded in Plat Book 64, at Page 37, of the Public Records of Miami-Dade County, Florida.

Being a portion of N.W. 1st Avenue and portions of N.W. 169th Street and N.W. 170th Street lying within portions of OLETA TERRACE, according to the Plat thereof as recorded in Plat Book 8, page 117, and COMMERCIAL ARLINGTON, according to the Plat thereof as recorded in Plat Book 30, page 39, both of the Public Records of Miami-Dade County, Florida, said Avenue and Streets being more particularly described as follows:

Begin at the Southwest corner of Lot 1, Block 6 of said OLETA TERRACE, the following three (3) courses being along the Westerly and Northerly lines of said Block 6; (1) thence North  $00^{\circ}-10'-26''$  East along the Easterly road right-of-way line of N.W. 1st Avenue for 109.18 feet to a point of curvature; (2) thence Northeasterly along a 25.00 foot radius curve leading to the right through a central angle of  $90^{\circ}-17'-45''$  for an arc of 39.40 feet to a point of tangency; (3) thence South  $89^{\circ}-31'-49''$  East along the Southerly road right-of-way line of N.W. 169th Street for 74.94 feet; thence North  $00^{\circ}-10'-11''$  East along the Southerly projection of the Easterly line of Lot 20, Block 3 of said COMMERCIAL ARLINGTON for 60.00 feet to the Southeast corner of said Lot 20; the following five (5) courses being along the Southerly, Westerly and Northerly exterior lines of said Block 3; (1) thence North  $89^{\circ}-31'-49''$  West along the Southerly line of said Block 3 and the Northerly road right-of-way line of N.W. 169th Street for 75.20 feet to a point of curvature; (2) thence Northwesterly along a 25.00 foot radius curve leading to the right through a central angle of  $89^{\circ}-42'-15''$  for an arc of 39.14 feet to a point of tangency; (3) thence North  $00^{\circ}-10'-26''$  East along the Westerly line of said Block 3 and the Easterly road right-of-way line of said N.W. 1st Avenue for 224.20 feet to a point of curvature; (4) thence Northeasterly along a 25.00 foot radius curve leading to the right through a central angle of  $90^{\circ}-14'-29''$  for an arc of 39.38 feet to a point of tangency; (5) thence South  $89^{\circ}-35'-05''$  East along the Northerly line of said Block 3 and the Southerly road right-of-way of N.W. 170th Street for 74.94 feet to the Northeast corner of Lot 11 of said Block 3; thence North  $00^{\circ}-10'-11''$  East along the Northerly projection of the Easterly line of said Lot 11 for 60.00 feet to a point on the Southerly line of said Block 2, COMMERCIAL ARLINGTON; the following four (4) courses being along the Southerly, Westerly and Northwesterly exterior lines of said Block 2; (1) thence North  $89^{\circ}-35'-05''$  West along said Southerly line and the Northerly road right-of-way line of N.W. 170th Street for 75.15 feet to a point of curvature; (2) thence Northwesterly along a 25.00 foot radius curve leading to the right through a central angle of  $89^{\circ}-45'-31''$  for arc of 39.16 feet to a point of tangency; (3) thence North  $00^{\circ}-10'-26''$  East along the Westerly line of said Block 2 and the Easterly road right-of-way line of N.W. 1st Avenue for 220.09 feet to a point of curvature; (4) thence Northeasterly along a 25.00 foot radius curve leading to the right through a central angle of  $90^{\circ}-14'-40''$  for an arc of 39.38 feet to a point of cusp, said point of cusp lying on the Northerly line of said Block 2 and the Southerly road right-of-way line of N.W. 171st Street; thence North  $89^{\circ}-34'-54''$  West along said Southerly road right-of-way line for 110.00 feet to a point of cusp, said point of cusp lying on the Northerly line of said Block 1, COMMERCIAL ARLINGTON; the following four

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 CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
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(4) courses being along the Northeasterly, Easterly, Southeasterly and Southerly exterior lines of Block 1 and 4 of said COMMERCIAL ARLINGTON; (1) thence Southeasterly along a 25.00 foot radius curve whose radius point bears South 00°-25'-06" West, said 25.00 foot radius curve leading to the right through a central angle of 89°-45'-20" for an arc of 39.16 feet to a point of tangency; (2) thence South 00°-10'-26" West along the Westerly road right-of-way line of N.W. 1st Avenue for 554.19 feet to a point of curvature; (3) thence Southwesterly along a 25.00 foot radius curve leading to the right through a central angle of 90°-17'-45" for an arc of 39.40 feet to a point of tangency; (4) thence North 89°-31'-49" West being along the Northerly road right-of-way line of N.W. 169th Street for 97.95 feet; thence South 00°-01'-22" East along the Northerly projection of the Westerly line of said Lot 20, Block 5, OLETA TERRACE for 60.00 feet to the Northwest corner of said Lot 20; the following three (3) courses being along the Northerly, Northeasterly and Easterly exterior lines of said Block 5; (1) thence South 89°-31'-49" East along the Southerly right-of-way line of said N.W. 169th Street for 98.00 feet to a point of curvature; (2) thence Southeasterly along a 25.00 foot radius curve through a central angle of 89°-42'-15" for an arc of 39.14 feet to a point of tangency; (3) thence South 00°-10'-26" West along the Westerly road right-of-way line of said N.W. 1st Avenue for 109.39 feet to the Southeast corner of Lot 24 of said Block 5, OLETA TERRACE; thence South 89°-29'-19" East for 60.00 feet to the POINT OF BEGINNING.

Together with that portion of the 20.00 foot wide alley lying adjacent to Lots 11 through 24, West 1/2 of Lots 25 and 44, and Lots 45 through 48, Block 2 of said Plat of COMMERCIAL ARLINGTON, said alley being more particularly described as follows:

Begin at the Northeast corner of said Lot 11, said Northeast corner lying on the Southerly road right-of-way line of N.W. 171st Street; thence South 00°-10'-01" West along the Easterly lines of said Lots 11 through 20 (inclusive) for 270.08 feet to the Southeast corner of said Lot 20; thence South 89°-35'-05" East along the Northerly road right-of-way of N.W. 170th Street for 20.00 feet to the Southwest corner of said Lot 21; thence North 00°-10'-01" East along the Westerly line of said Lot 21 for 125.04 feet to the Northwest corner of said Lot 21; thence South 89°-35'-00" East along the Northerly lines of said Lot 21 through 25 to the Northeast corner of the West 1/2 of said Lot 25 for 117.38 feet; thence North 00°-16'-43" East along the Northerly projection of the Easterly line of the West 1/2 of said Lot 25 for 20.00 feet to the Southeast corner of the West 1/2 of said Lot 44; thence North 89°-35'-00" West along the Southerly lines of the West 1/2 of said Lot 44, and Lots 45 through 48 for 117.42 feet to the Southwest corner of said Lot 48; thence North 00°-10'-01" East along the Westerly line of said Lot 48 for 125.04 feet to the Northwest corner of said Lot 48, said Northwest corner lying on the Southerly right-of-way line of N.W. 171st Street; thence North 89°-34'-54" West along said Southerly road right-of-way line of N.W. 171st Street for 20.00 feet to the POINT OF BEGINNING.

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**LESS AND EXCEPT THERE FROM THE FOLLOWING TWO DESCRIBED PARCELS:**

**PARCEL 1: (Medical Plaza Building and Improvements)**

Fee simple title to the buildings and improvements presently existing and hereafter constructed on said Parcel 1 for the term of the Ground Lease in Parcel 1a below concerning:

A portion of Block 5, of "OLETA TERRACE", according to the plat thereof, recorded in Plat Book 8, at Page 117, of the Public Records Miami-Dade County, Florida, and a portion of N.W. 169th Street (Warren Street) as shown on said plat of "OLETA TERRACE", which was previously vacated and abandoned from public use, being more particularly described as follows:

Commence at the centerline intersection of N.W. 2nd Avenue and N.W. 168th Street, as shown on said plat of "OLETA TERRACE", thence run S 89°30'07" E (S 89°29'00" E - Deed), along the centerline of N.W. 168th Street, for 119.20 feet; thence run North for 30.00 feet to the South line of said Block 5 and the point of beginning of hereinafter described parcel of land:

From said point of beginning, thence run N 89°30'07" W (N 89°29'00" W - Deed), along the South line of said Block 5, for 59.42 feet to the point of curvature of a circular curve to the right; thence run Northwesterly and Northerly along the arc of said curve to the right, concave to the Northeast, having for its elements a central angle of 89°30'07" (89°29'00" - Deed), a radius of 25.00 feet, for an arc distance of 39.05 feet (39.04 feet - Deed) to the point of tangency of said curve; thence run North along the West line of said Block 5 and the Northerly extension, for 256.22 feet; thence run East for 84.20 feet, thence run South for 281.76 feet to the point of beginning.

**PARCEL 2: (Parking Plaza Garage to Medical Plaza Building and Improvements)**

Fee simple title to the buildings and improvements presently existing and hereafter constructed on said Parcel 2 for the term of the Ground Lease in Parcel 2a below concerning:

A portion of Block 5, of "OLETA TERRACE", according to the plat thereof, recorded in Plat Book 8, at page 117, of the Public Records of Miami-Dade County, Florida, and a portion of N.W. 169th Street (Warren Street) as shown on said plat of "OLETA TERRACE", which was previously vacated and abandoned from public use, being more particularly described as follows:

Commence at the centerline intersection of N.W. 2nd Avenue and N.W. 168th Street, as shown on said plat of "OLETA TERRACE", thence run S 89°30'07" E (S 89°29'00" E - Deed), along the centerline of N.W. 168th Street, for 119.20 feet; thence run North for 30.00 feet to the South line of said Block 5 and the point of beginning of hereinafter described parcel of land:

From said point of beginning, thence continue North for 281.76 feet; thence run East for 10.80 feet; thence North for 8.00 feet; thence run East for 67.00 feet; thence run North for 15.00 feet; thence run East for 51.00 feet; thence run South for 256.25 feet; thence run East for 12.00 feet; then run S 45°00'00" E for 35.36 feet; thence run South for 24.93 feet (25.00 feet - Deed) to the south line of said Block 5, thence run N 89°29'00" W along said South line of Block 5, for 165.80 feet to the point of beginning.

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## EXHIBIT "B"

### LEGAL DESCRIPTION: City of North Miami Beach Water Main Easement

A City of North Miami Beach Water Main Easement across a portion of Lots 41 and 42, Block 1, COMMERCIAL ARLINGTON, according to the plat thereof, as recorded in Plat Book 30 at Page 39 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Lot 41, the following two (2) courses being along the North line of said Lots 41 and 42, also being the South right of way line of N.W. 171st Street; 1) thence N 89°34'54" W for 19.04 feet to the Point of Beginning of the hereinafter described City of North Miami Beach Water Main Easement; 2) thence continue N 89°34'54" W for 15.00 feet; thence S 00°32'16" W for 17.56 feet; thence S 90°00'00" E for 15.00 feet; thence N 00°32'16" E for 17.45 feet to the Point of Beginning.

### SURVEYOR'S NOTES:

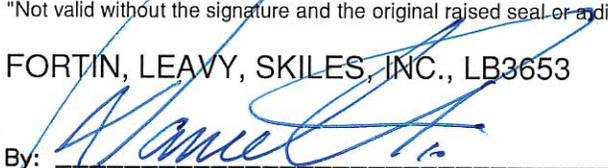
- This site lies in Section 12, Township 52 South, Range 41 East, City of North Miami Beach, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of N 89°34'54" W for the South right of way line of N.W. 171st Street.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2001-117.

### SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on February 13, 2020, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

FORTIN, LEAVY, SKILES, INC., LB3653

By:   
Daniel C. Fortin, Jr., For The Firm  
Surveyor and Mapper, LS6435  
State of Florida.

REVIEWED  
NMBWater

OK NMB 2/21/20

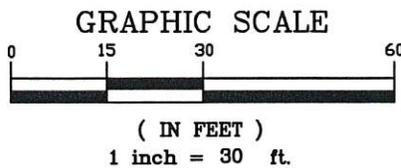
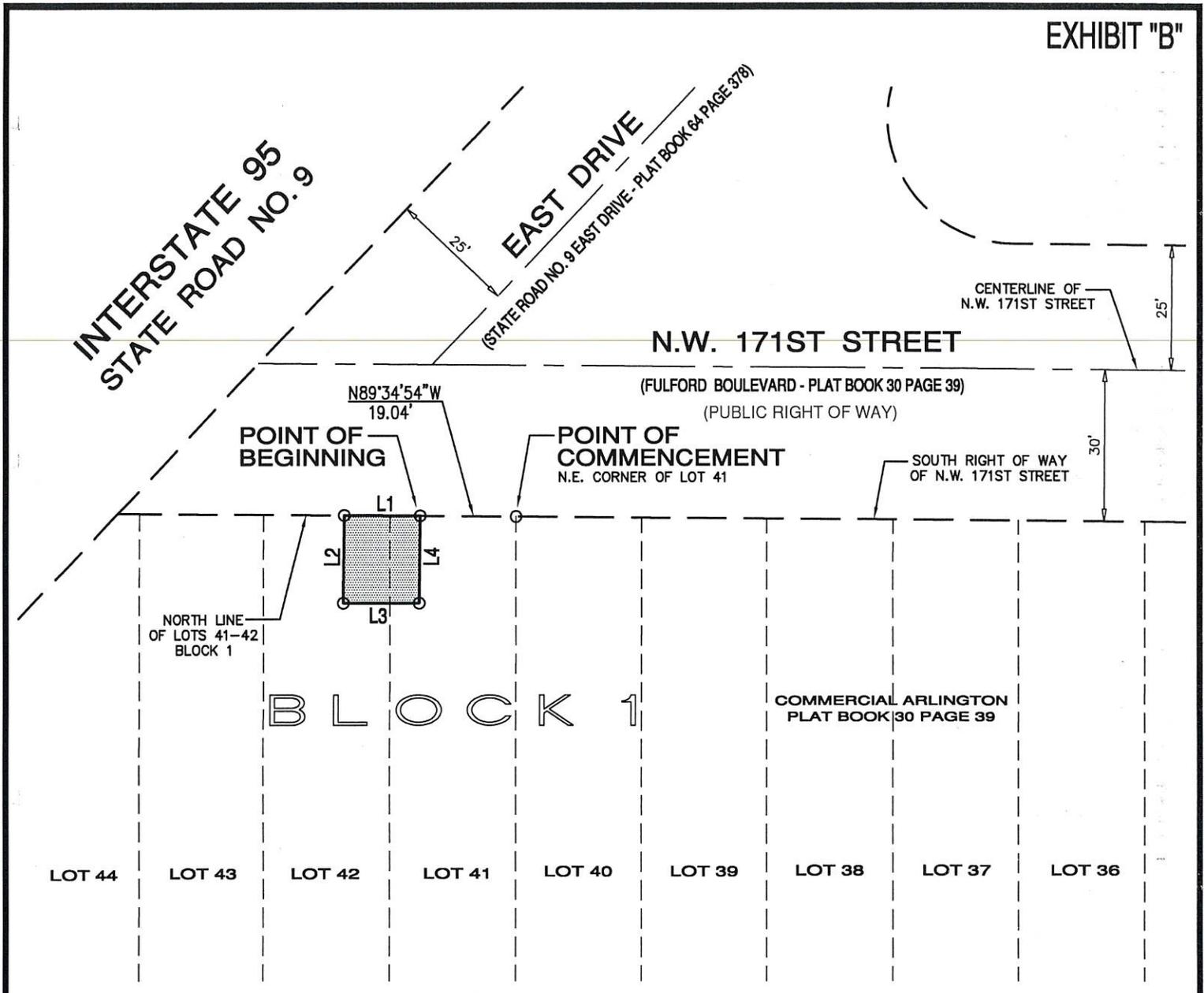
Drawn By	MAP
Cad. No.	200092
Ref. Dwg.	2001-117
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### LEGAL DESCRIPTION, NOTES & CERTIFICATION

**FORTIN, LEAVY, SKILES, INC.**  
CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
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EXHIBIT "B"



REVIEWED  
NMBWater

*OK 2/21/20*

LINE TABLE		
LINE	LENGTH	BEARING
L1	15.00	N89°34'54"W
L2	17.56	S00°32'16"W
L3	15.00	N90°00'00"E
L4	17.45	N00°32'16"E

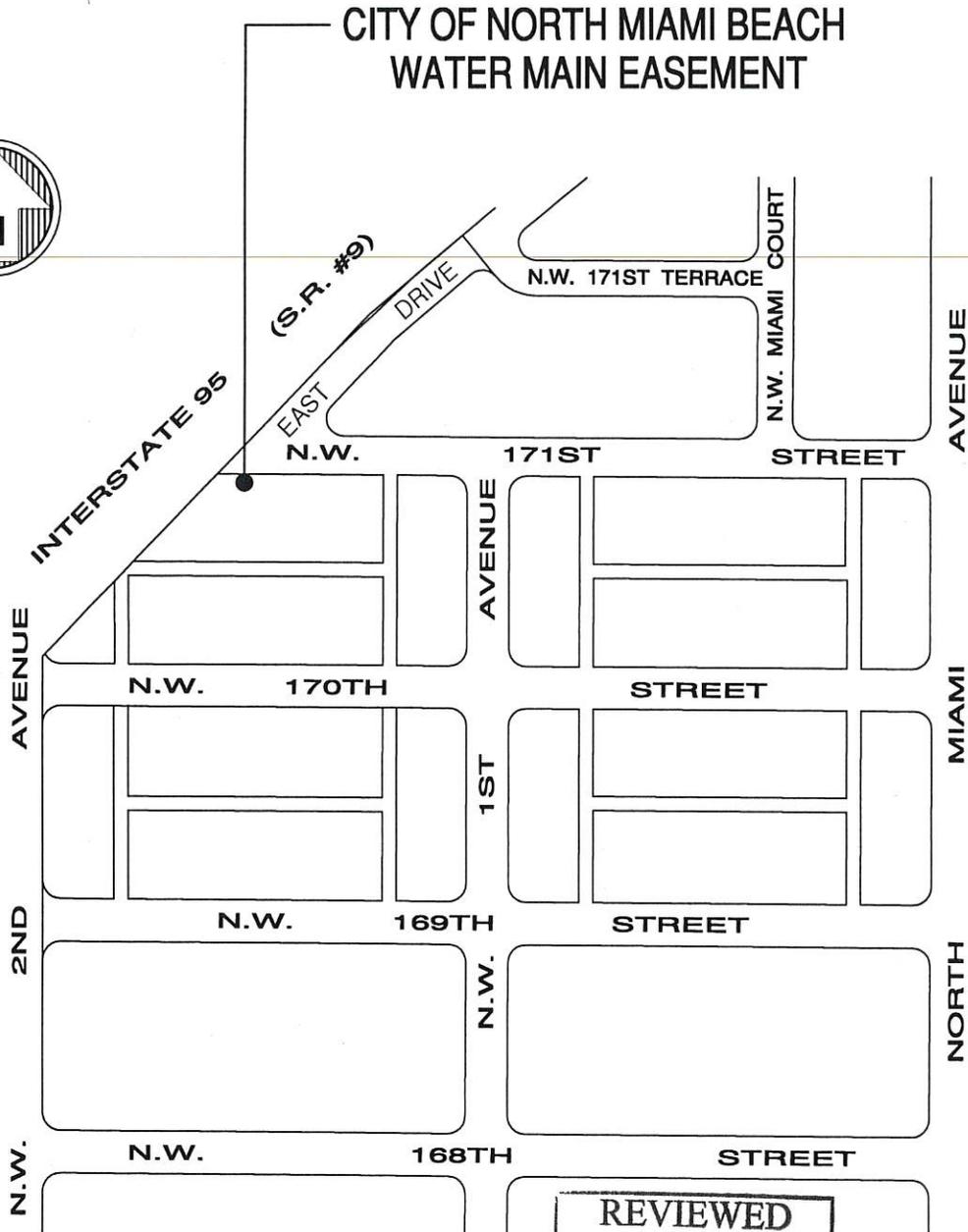
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**SKETCH OF DESCRIPTION**

**FORTIN, LEAVY, SKILES, INC.**  
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180 Northeast 168th. Street / North Miami Beach, Florida. 33162  
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Date 2/13/20  
Scale 1"=30'  
Job. No. 200092  
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# EXHIBIT "B"



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NMBWater

*OK HAM 2/21/20*

*[Handwritten signature]*

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## LOCATION SKETCH

**FORTIN, LEAVY, SKILES, INC.**  
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