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

MEMORANDUM

Agenda Item No. 8(O)(2)

TO: Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution approving Amendment Number Two to the Agreement for Reclaimed Water Processing, Treatment and Use at the Florida Power & Light Turkey Point Complex between Miami-Dade County and Florida Power & Light Company; authorizing the conveyance of five Temporary Construction Easements and three Permanent Easements needed for the construction of the reclaimed water pipeline project from the South District Wastewater Treatment Plant to Florida Power & Light Company's Turkey Point Complex in exchange for a total payment of $880,400.00 from Florida Power & Light Company; authorizing the County Mayor to execute Amendment Number Two to the Agreement, the five Temporary Construction Easements, and the three Permanent Easements; and authorizing the County Mayor to exercise any and all rights conferred therein and to take all actions necessary to effectuate the same

Resolution No. R-183-23

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Danielle Cohen Higgins.

Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum

Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Subject: Resolution Approving Amendment Number Two to the Agreement for Reclaimed Water Processing, Treatment and Use at the Florida Power & Light ("FPL") Turkey Point Complex and Authorizing the Conveyance of Five (5) Temporary Construction Easements and three (3) Permanent Easements to FPL for the construction of the Reclaimed Water Pipeline Project from the South District Wastewater Treatment Plant to the Turkey Point Complex

EXECUTIVE SUMMARY

This item seeks authorization from the Board of County Commissioners ("Board") to allow the County Mayor or County Mayor's designee to execute Amendment Number Two to the Agreement between Miami-Dade County ("County") and FPL for the Reclaimed Water Processing, Treatment and Use at the FPL Turkey Point Complex (the "Agreement"), which revises Section 12.02 of the Agreement, "Limitation of Liability" to make the provision easier to understand and clarify the obligations of the parties to one another while construction is on-going. In addition, the item approves five (5) Temporary Construction Easements ("TCEs") and three (3) Permanent Easements needed for the construction of FPL's Reclaimed Water Pipeline Project (the "Project"). Amendment Number Two, the five (5) TCEs, and the three (3) Permanent Easements that are recommended for approval are listed below. The TCEs and Permanent Easements are depicted on an overview map of the Reclaimed Waterline Project attached hereto as Attachment "K."

RECOMMENDATION

It is recommended that the Board approve the attached resolution that authorizes the County Mayor or County Mayor's designee to execute Amendment Number Two to the Agreement, exercise all rights contained therein, and take all steps necessary to effectuate the same. Amendment Two is attached hereto as Attachment "I".

In addition, it is recommended that the Board approve the attached resolution, which also conveys five (5) TCEs and three (3) Permanent Easements to FPL, which are needed for the construction of the Project from the South District Wastewater Treatment Plant (SDWWTP) to FPL's Turkey Point Plant.

The Board's approval is requested for the following five (5) TCEs:

1. A TCE on 114,066 square feet of County-owned property managed by the Water and Sewer Department, located at 23300 SW 88 Avenue, Cutler Bay, Florida, which is located on a portion of Folio No. 30-6021-000-0010 and is shown on Attachment "A-1;"
2. A TCE on 13,416 square feet of County-owned property managed by the Solid Waste Management Department, which is located on a portion of Folio No. 30-6021-000-0011 and is shown on Attachment "B-2;"
3. A TCE on 1,934 acres of County-owned property managed by the Solid Waste Management Department, which sits on portions of Folio Nos. 30-6029-000-0030, 30-6029-000-0040, 30-6029-000-0050, 30-6029-000-0060, and 30-6029-000- 0070 and is shown on Attachment "E-6;"
4. A TCE on 6,279 square feet of County-owned property managed by the Solid Waste Management Department, which is located on a portion of Folio No. 30-6029-000-0030 and is shown on Attachment "G-7;" and

5. A TCE on 23,490 square feet of County-owned property managed by the Solid Waste Management Department, which is located on a portion of Folio No. 30-6029-000-0030 and is shown on Attachment "H-8."

The Board's approval is also requested for the following three (3) Permanent Easements:

6. A Reclaimed Waterline Permanent Easement on 21,817 square feet of County-owned property managed by Solid Waste Management Department, which is located on a portion of Folio No. 30-6021-000-0011 and is shown on Attachment "C-3;"
7. A Reclaimed Waterline Permanent Easement on 2,913 acres of County-owned property managed by Solid Waste Management Department, which is located on portions of Folio Nos. 30-6029-000-0030, 30-6029-000-0040, 30-6029-000-0050, 30-6029-000-0060, 30-6029-000-0070 and is shown on Attachment "D-4;"
8. An Access Permanent Easement on 5,611 square feet of County-owned property managed by Solid Waste Management Department, which is located on portions of Folio Nos. 30-6028-000-0080, 30-6029-000-0030, 30-6029-000-0050 and is shown on Attachment "E-5."

SCOPE
The Five TCE(s) and the three (3) Permanent Easements are located in Commission District 8, which is represented by Commissioner Danielle Cohen Higgins.

FISCAL IMPACT / FUNDING SOURCE:
There is a positive fiscal impact to the County associated with the conveyance of the three (3) Permanent Easements. FPL has agreed to pay the County: 1) $562,400.00 for the Reclaimed Waterline Permanent Easement C-3; 2) $304,500.00 for the Reclaimed Waterline Permanent Easement D-4; and 3) $13,500.00 for the Access Permanent Easement E-5. The amounts are based upon the appraised values provided by an independent appraiser from the approved list of appraisers used by the County. *See* Summary Appraisal Reports, attached hereto as Attachment "J". Copies of the complete Appraisal Reports are available upon request from the Department's Intergovernmental Affairs Division.

All expenses related to the construction, reconstruction, operation, and maintenance of the Easements will be borne by FPL at no cost to the County.

TRACK RECORD/MONITOR:
WASD's Assistant Director of Planning, Regulatory Compliance, James Ferguson, P.E., will oversee the conveyance of the TCEs and the Permanent Easements as well as the execution of Amendment Number Two.

DELEGATION OF AUTHORITY
This item authorizes the County Mayor or County Mayor's designee to: (1) execute Amendment Number Two; the five (5) TCEs listed above and the three (3) Permanent Easements, listed above and (2) exercise any and all rights conferred herein.

BACKGROUND:
On June 16, 2020, the Board approved Resolution No. R-579-20, which authorized the County Mayor or County Mayor's designee to execute the Agreement.

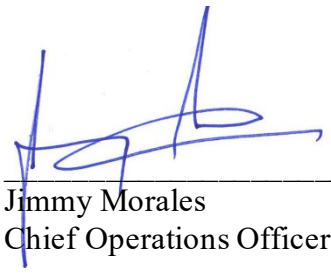
On September 1, 2022, via Resolution No. R-834-22, the Board approved Amendment Number One to the Agreement, which set forth additional terms concerning the design and construction of the FPL reuse pipeline to Turkey Point for cooling water purposes and established the process and timeline for granting easements

necessary for the Project to FPL on County property. In addition, Amendment Number One detailed the terms related to the County's option to construct, own, and operate a second reuse pipeline (the "Incremental Facilities") for the purpose of environmental restoration, including FPL's obligations to grant easements to the County.

In order to clarify the obligations of the parties to one another while construction is on-going, FPL and the County have agreed to amend Section 12.02, the "Limitation of Liability" provision of the Agreement. Amendment Number Two sets forth the revised language, which makes the provision easier to understand.

The TCE(s) and the Permanent Easements being conveyed through this item are needed to initiate the construction of the Project from the SDWWTP to FPL's Turkey Point Plant with reclaimed water, which will provide environmental benefits.

In accordance with Resolution No. R-380-17, written notice was provided to the District Commissioner.



Jimmy Morales
Chief Operations Officer

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio: 30-6021-000-0010 (A-1)

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Agreement**"), is executed effective this ___ day of _____, 20_____ ("**Effective Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notice purposes is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316, ("**Grantor**") and Florida Power & Light Company, a Florida corporation, whose address for notice purposes is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Grantee**"). **Grantor** and **Grantee** are sometimes referred to individually, as a "**Party**", and collectively, as "**Parties**".

PREMISES

A. **Grantor** is the owner of a certain tract of real property located in Miami-Dade County, Florida and more particularly described on the attached **Exhibit A** ("**Property**"); and

B. **Grantee** intends to develop a reclaimed waterline together with appurtenant facilities in the State of Florida (collectively, the "**Waterline**"); and

C. **Grantor** desires to grant and convey to **Grantee** a temporary construction easement for (i) the construction of delivery point equipment which generally includes, but is not limited to above and below ground piping, valves, fittings, monitoring equipment, electrical equipment, and control facilities ("**Delivery Point Equipment**") on, under, over and/or through the parcel of land located in the northwestern area depicted on **Exhibit A-1** and (ii) construction lay down on, over and/or through the parcel of land located in the southeastern area depicted on **Exhibit A-1** and ingress and egress in furtherance of the construction of the **Waterline**.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the **Parties** hereto agree as follows:

1. **Grant**. **Grantor** does hereby grant, bargain, sell and convey unto **Grantee**, a temporary construction easement on, under, over and/or through that portion of the Property more particularly depicted on the attached **Exhibit A-1** ("**Temporary Construction Easement Area**") for the purposes of constructing the Delivery Point Equipment necessary for the construction of the Waterline and construction laydown, together with the right for **Grantee's** agents, contractors, subcontractors, invitees and assigns on foot or with vehicles, carrying equipment and materials for the **Waterline** to traverse over the Temporary Construction Easement Area; and the right of ingress to and egress from the Temporary Construction Easement Area and over and along the Property. **Grantee** shall have the right to partially remove and later restore the underground injection control well pad ("IW-12") for installation of Delivery Point Equipment; the containment function of the well pad will be preserved throughout construction. **Grantee** shall have the right

and responsibility to clear and keep cleared from the Temporary Construction Easement Area trees, brush and undergrowth that interfere with Grantee's activities, Grantor's access and use of the area, or create a safety issue. **Grantee** shall be liable for damages caused solely by Grantee on the Temporary Construction Easement Area for failure to keep the Temporary Construction Easement Area clear of such trees, brush and undergrowth, in the exercise of its rights hereunder. Further, **Grantee** shall also enjoy rights of ingress and egress to and from the Temporary Construction Easement Area and installations and the route or locations thereof on, over and across the Property by means of existing roads, lanes and/or off-road access.

2. **Maintenance & Use.** **Grantee** shall keep the Temporary Construction Easement Area in good condition and repair, excluding ordinary wear and tear and damage by the elements or by **Grantor**, or **Grantor's** employees, contractors, agents and/or invitees. **Grantee** shall not allow the Temporary Construction Easement Area to be used for any unlawful purpose, or for any other purpose which is unrelated to Section 1 above. **Grantee** shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Construction Easement Area for the purposes granted herein.

3. **Term**. The term of this Agreement ("**Term**") shall commence on the Effective Date, and automatically expire on March 1, 2026, without the need for further action on the part of either Party. Should the construction and development be substantially completed or should the Temporary Construction Easement be abandoned or discontinued by the **Grantee** before the established period expires, the Temporary Construction Easement will automatically cease and be surrendered without the necessity of any further action by **Grantor** and **Grantee** will no longer have any rights to the Temporary Construction Easement.

4. **Authority**. **Grantor** hereby represents and warrants to **Grantee** that **Grantor** owns the Property including the Temporary Construction Easement Area in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to **Grantee**.

5. **Damage**. Throughout the **Term**, except Section 1 above, **Grantee** will use commercially reasonable efforts to repair any damage to the Property, to the extent such damage is caused by **Grantee** or its contractors, subcontractors, suppliers, employees or agents.

6. **Removal & Restoration**. Upon termination of this Agreement, **Grantee** shall restore the Temporary Construction Easement Area to substantially the same physical condition that existed immediately before **Grantee's** use of the Temporary Construction Easement Area (except for the Delivery Point Equipment and replanting any trees, brush or undergrowth that is cleared pursuant to this Agreement, or any additional landscaping required pursuant to Resolution No. R- 504-15, only if applicable).

7. **Complete Agreement.** This Agreement represents the complete and integrated agreement of the **Parties** with respect to the subject matter herein and supersedes all prior oral or written agreements.

8. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. All legal matters arising out of, or in

connection with this Agreement shall be subject to a court of competent jurisdiction within Miami-Dade County, Florida.

9. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same Agreement.

10. **Severability**. Should any provision of this Agreement be held, in a final, non-appealable decision by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties will negotiate in good faith to restore insofar as practicable the benefits to each party affected by such ruling.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the Courts

By:_____
County Mayor

WITNESSED:

Grantee:

Florida Power & Light Company,
a Florida corporation

LaToya Reese
Printed Name: LaToya Reese

Sara Sibson
Printed Name: Sara Sibson

By: Matthew Barrows
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 28th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of CRE of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

LaToya Reese
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

Sarah Eglevich Davis 12/15/22
Assistant County Attorney

EXHIBITA

OFFICE OF THE PROPERTY APPRAISER

Summary Report

A1

Generated On : 11/29/2022

Property Information	
Folio:	30-6021-000-0010
Property Address:	23300 SW 88 AVE Miami, FL 33032-0000
Owner	MIAMI-DADE COUNTY WASD
Mailing Address	3071 SW 38 AVE MIAMI, FL 33146-1520
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	507,009 Sq.Ft
Living Area	Sq.Ft
Adjusted Area	494,618 Sq.Ft
Lot Size	12,113,165 Sq.Ft
Year Built	Multiple (See Building Info.)

Assessment Information			
Year	2022	2021	2020
Land Value	$9,206,005	$9,206,005	$9,206,005
Building Value	$20,336,445	$17,294,723	$17,535,576
XF Value	$2,029,407	$1,525,252	$1,543,659
Market Value	$31,571,857	$28,025,980	$28,285,240
Assessed Value	$31,571,857	$28,025,980	$28,285,240

Benefits Information				
Benefit	Type	2022	2021	2020
County	Exemption	$31,571,857	$28,025,980	$28,285,240

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
21 56 40 278.08 AC M/L LESS THAT PORT LYG SWLY OF SWLY R/W/L OF BLACK CREEK CANAL & LESS THAT PORT LYG WITHIN W35FT OF N700FT OF S1900FT



Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$31,571,857	$28,025,980	$28,285,240
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$31,571,857	$28,025,980	$28,285,240
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$31,571,857	$28,025,980	$28,285,240
Taxable Value	$0	$0	$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/01/1976	$2,753,500	00000-00000	Sales which are disqualified as a result of examination of the deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
SDWWTP TEMPORARY EASEMENT(NW 1/4 SEC. 21-56-40) (A-1)

EXHIBITA-1

APPROVED

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

by Jose B. at 05/03/2022

LEGAL DESCRIPTION:

A parcel of land being a portion of the Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest Corner of said Northwest One-quarter (N.W. 1/4) of Section 21; thence S 01°16'52" E, along the West Line of said Northwest One-quarter (N.W. 1/4) of Section 21, for a distance of 978.26 feet; thence N 88°43'08" E, a distance of 174.81 feet, to the POINT OF BEGINNING No. 1, and said point also being REFERENCE POINT "A"; thence N 45°02'19" E, a distance of 182.89 feet; thence S 83°08'57" E, a distance of 170.27 feet; thence S 45°00'05" E, a distance of 316.86 feet; thence S 11°57'57" W, a distance of 22.40 feet; thence S 45°00'05" E, a distance of 34.54 feet; thence N 78°01'53" E, a distance of 22.40 feet; thence S 45°00'05" E, a distance of 271.34 feet; thence S 45°02'23" W, a distance of 41.77 feet; thence N 45°00'05" W, a distance of 505.18 feet; thence S 45°02'19" W, a distance of 246.30 feet; thence N 44°59'59" W, a distance of 275.82 feet, to the POINT OF BEGINNING No.1.

Containing 2.1268 acres (92,643 square feet), more or less, by computations.

TOGETHER WITH:

A parcel of land being a portion of the Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the aforesaid REFERENCE POINT "A"; thence S 43°54'21" E, a distance of 644.82 feet, to the POINT OF BEGINNING No.2 ; thence N 45°02'17" E, a distance of 184.63 feet; thence S 45°00'05" E, a distance of 23.24 feet; thence S 45°02'17" W, a distance of 30.39 feet; thence S 45°00'05" E, a distance of 14.27 feet; thence S 45°02'17" W, a distance of 103.93 feet; thence S 45°00'05" E, a distance of 188.16 feet; thence N 45°02'17" E, a distance of 134.32 feet; thence S 45°00'05" E, a distance of 29.60 feet; thence S 45°02'17" W, a distance of 184.63 feet; thence N 45°00'05" W, a distance of 255.27 feet, to the POINT OF BEGINNING No.2.

Containing 21,424 square feet (0.4918 acres), more or less, by computations.

Containing a net aggregate area of 2.6186 acres (114,066 square feet), more or less, by computations.

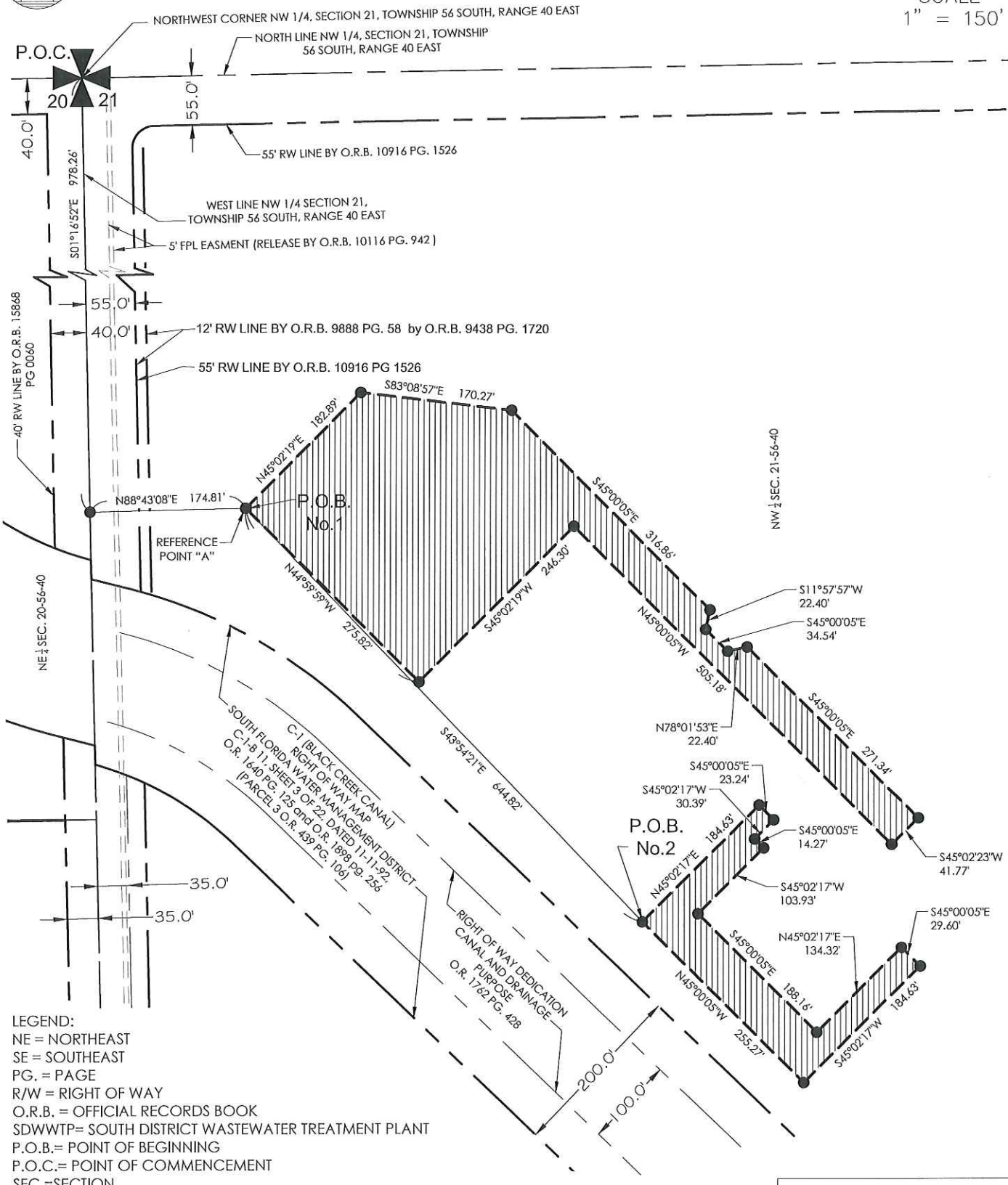
THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
SDWWTP TEMPORARY EASEMENT(NW 1/4 SEC. 21-56-40)

0 75 150
SCALE
1" = 150'



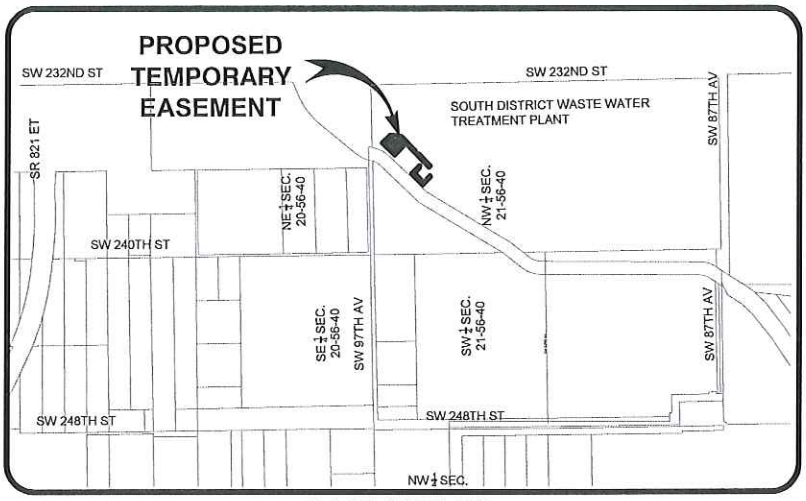
LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
SDWWTP= SOUTH DISTRICT WASTEWATER TREATMENT PLANT
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT
SEC.=SECTION

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
SDWWTP TEMPORARY EASEMENT(NW 1/4 SEC. 21-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 21, Township 56 South, Range 40 East
2.) Sketch by the Client received October 15, 2021.
3.) Official Records Book 9438 at Page 172 of the Public Records of Miami-Dade County, Florida.

Bearings shown hereon are based upon the West Line of Northwest One-Quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of S 01°16'52" E, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335
This item has been digitally signed:

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.05.19 16:16:53 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

NOTICE: Printed copies of this document are not considered signed and sealed and the signature must be verified on the electronic copies. The above named Professional Surveyor & Mapper shall be responsible for the following sheets in accordance with Rule 5J -17, F.A.C.

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio No. 30-6021-000-0011 (B-2)

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Agreement**"), is executed effective this ___ day of _____, 20_____ ("**Effective Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notice purposes is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316 ("**Grantor**") and Florida Power & Light Company, a Florida corporation, whose address for notice purposes is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Grantee**"). Grantor and Grantee are sometimes referred to individually, as a "**Party**", and collectively, as "**Parties**".

PREMISES

A. Grantor is the owner of a certain tract of real property located in Miami-Dade County, Florida and more particularly described on the attached **Exhibit A** ("**Property**"); and

B. Grantee intends to develop a reclaimed waterline together with appurtenant facilities in the State of Florida (collectively, the "**Waterline**"); and

C. Grantor desires to grant and convey to Grantee a temporary construction easement over that portion of the Property depicted on **Exhibit A-1** over which certain equipment and facilities will be allowed to ingress and egress in furtherance of the construction of the Waterline.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant**. Grantor does hereby grant, bargain, sell and convey unto Grantee, a temporary construction easement on, under, over and/or through that portion of the Property more particularly depicted on the attached **Exhibit A-1** ("**Temporary Construction Easement Area**") for the purposes of constructing the Waterline, including but not limited to, laydown, staging and storage area(s), together with the right for Grantee's agents, contractors, subcontractors, invitees and assigns on foot or with vehicles, carrying equipment and materials for the Waterline to traverse over the Temporary Construction Easement Area; and the right of ingress to and egress from the Temporary Construction Easement Area and over and along the Property. Grantee shall have the right and responsibility to clear and keep cleared from the Temporary Construction Easement Area trees, brush and undergrowth that interfere with Grantee's activities, Grantor's access and use of the area, or create a safety issue. Grantee shall be liable for damages caused solely by Grantee on the Temporary Construction Easement Area for failure to keep the Temporary Construction Easement Area clear of such trees, brush and undergrowth, in the exercise of its rights hereunder. Further, Grantee shall also enjoy rights of ingress and egress to and from the Temporary Construction

Easement Area and installations and the route or locations thereof on, over and across the Property by means of existing roads, lanes and/or off-road access.

2. **Maintenance & Use.** Grantee shall keep the Temporary Construction Easement Area in good condition and repair, excluding ordinary wear and tear and damage by the elements or by Grantor, or Grantor's employees, contractors, agents and/or invitees. Grantee shall not allow the Temporary Construction Easement Area to be used for any unlawful purpose, or for any other purpose which is unrelated to Section 1 above. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Construction Easement Area for the purposes granted herein.

3. **Term**. The term of this Agreement ("**Term**") shall commence on the Effective Date, and automatically expire on March 1, 2026, without the need for further action on the part of either Party. Should the construction and development be substantially completed or should the Temporary Construction Easement be abandoned or discontinued by the Grantee before the established period expires, the Temporary Construction Easement will automatically cease and be surrendered without the necessity of any further action by Grantor, and Grantee will no longer have any rights to the Temporary Construction Easement.

4. **Authority**. Grantor hereby represents and warrants to Grantee that Grantor owns the Property, including the Temporary Construction Easement Area, in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to Grantee.

5. **Damage**. Throughout the Term, except Section 1 above, Grantee will use commercially reasonable efforts to repair any damage to the Property, to the extent such damage is caused by Grantee or its contractors, subcontractors, suppliers, employees or agents.

6. **Removal & Restoration**. Upon termination of this Agreement, Grantee shall restore the Temporary Construction Easement Area to substantially the same physical condition that existed immediately before Grantee's use of the Temporary Construction Easement Area (except for any additional landscaping required pursuant to Resolution No. R- 504-15, only if applicable). Further, tree removal and mitigation will be performed in accordance with the conditions of certification PA-03-45G.

7. **Complete Agreement.** This Agreement represents the complete and integrated agreement of the **Parties** with respect to the subject matter herein and supersedes all prior oral or written agreements.

8. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. All legal matters arising out of, or in connection with, this Agreement shall be subject to venue in a court of competent jurisdiction within Miami-Dade County, Florida.

9. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same Agreement.

10. **Severability**. Should any provision of this Agreement be held, in a final, non-appealable decision by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties will negotiate in good faith to restore insofar as practicable the benefits to each party affected by such ruling.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the Courts

By:_____
County Mayor

WITNESSED:

Grantee:

Florida Power & Light Company,
a Florida corporation

LaToya Reese
Printed Name: LaToya Reese

Printed Name: Sara Sibson

By: _____
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

STATE OF FLORIDA
COUNTY OF PALM BEACH

☑ On this 28th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of CRE of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

LaToya Reese
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print):LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

Sarah Eglevich Davis 12/5/22
Assistant County Attorney

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/7/2022

Property Information	
Folio:	30-6021-000-0011
Property Address:	23707 SW 97 AVE Miami, FL 33032-0000
Owner	MIAMI DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	3
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	72,240 Sq.Ft
Lot Size	1,286,762 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2022	2021	2020
Land Value	$1,222,424	$1,222,424	$1,222,424
Building Value	$2,300,195	$2,027,095	$2,057,697
XF Value	$796,401	$806,593	$816,650
Market Value	$4,319,020	$4,056,112	$4,096,771
Assessed Value	$4,319,020	$4,056,112	$4,096,771

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$4,319,020	$4,056,112	$4,096,771
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$4,319,020	$4,056,112	$4,096,771
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$4,319,020	$4,056,112	$4,096,771
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
County	Exemption	$4,319,020	$4,056,112	$4,096,771

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/24/1979	$0	10503-1024	Sales which are disqualified as a result of examination of the deed

Short Legal Description
21 56 40 29.54 AC M/L
THAT PORT OF NW1/4 OF SEC 21
LYG SWLY OF SWLY R/W/L OF BLACK
CREEK CANAL LESS THAT PORT LYG
WITHIN W35FT OF N700FT OF S1900FT

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

SKETCH TO ACCOMPANY LEGAL DESCR
MDSWMD TEMPORARY EASEMEN
(NW 1/4 SECTION 21-56-40)

EXHIBITA-1

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 08/15/2022

(•) APPROVED

( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

( ) DISPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

LEGAL DESCRIPTION:

A parcel of land being a portion of the Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest Corner of said Northwest One-quarter (N.W. 1/4) of Section 21; thence N 01°16'52" W, along the West Line of said Northwest One-quarter (N.W. 1/4) of Section 21, for a distance of 549.95 feet; thence N 88°43'08" E, a distance of 55.00 feet, to the point of intersection with the Easterly Right of Way Line of SW 97 Avenue, said point of intersection being POINT OF BEGINNING No.1, and REFERENCE POINT "A"; thence N 16°08'39" E, a distance of 255.12 feet to the point of intersection with a non-tangent circular curve, concave to the Southwest, and having a radius of 66.93 feet; thence from a radial bearing of N 39°50'26" E from the center of said curve, run Southeasterly and Southerly along said curve to the right, through a central angle of 21°27'48", for an arc distance of 25.07 feet to the point of intersection with a non-tangent circular curve concave to the West, and having a radius of 242.86 feet; thence from a radial bearing of N 82°59'38" E from the center of said curve, run Southerly and Southwesterly along said curve to the right, through a central angle of 28°49'07", for an arc distance of 122.15 feet, to the point of intersection with a non-tangent circular curve, concave to the Southeast, and having a radius of 515.34 feet; thence from a radial bearing of N 69°49'39" W from the center of said curve, run Southwesterly and Southerly along said curve to the left, through a central angle of 15°14'03", for an arc distance of 137.02 feet to the point of intersection with a non-tangent line; thence S 88°43'08" W, along said non-tangent line, a distance of 40.87 feet, to the point of intersection with the aforementioned Easterly Right of Way Line of SW 97 Avenue; thence N 01°16'52" W, along the previously described line, a distance of 28.33 feet, to the POINT OF BEGINNING No.1.

Containing 10,040 square feet, more or less, by computations.

TOGETHER WITH:

A parcel of land being a portion of the Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the aforesaid REFERENCE POINT "A"; thence N 01°16'52" W, along said Easterly Right of Way Line of SW 97 Avenue, a distance of 116.88 feet, to the POINT OF BEGINNING No.2; thence continue N 01°16'52" W, along the previously described line, a distance of 140.44 feet, to the point of intersection with a non-tangent circular curve, concave to the Southeast, and having a radius of 36.74 feet; thence, from a radial bearing of N 45°53'27" W from the center of said curve, run Northeasterly along said curve to the right, through a central angle of 36°18'56", for an arc distance of 23.29 feet, to the point of intersection with a non-tangent line; thence S 72°49'48" E, along said non-tangent line for a distance of 25.55 feet; thence S 16°08'39" W, for a distance of 149.41 feet, to the POINT OF BEGINNING No.2.

Containing 3,376 square feet, more or less, by computations.

Containing a net aggregate area of 13,416 square feet, more or less, by computations.

PARCEL B-2

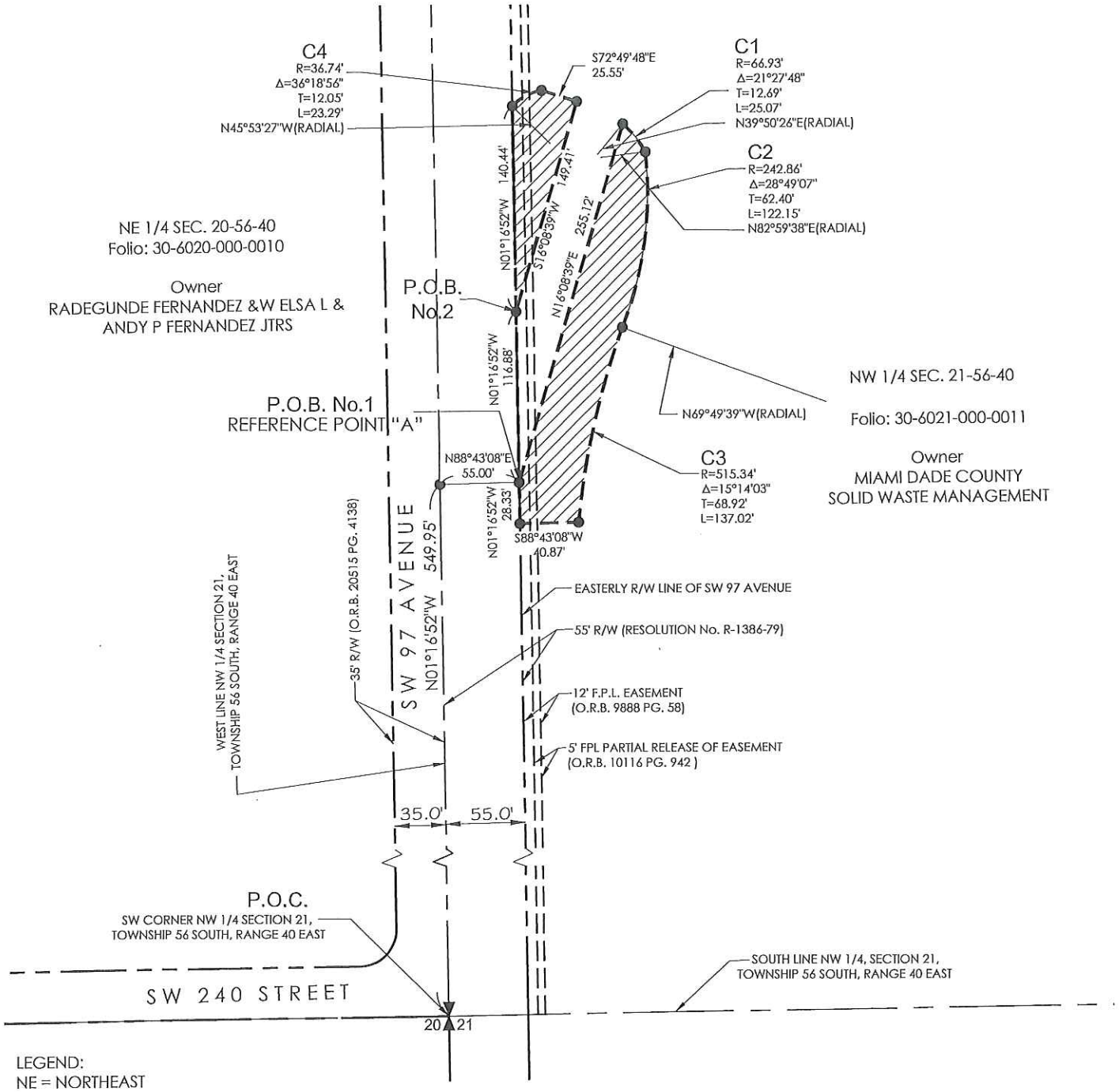
THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MDSWMD TEMPORARY EASEMENT
(NW 1/4 SECTION 21-56-40)

0 50 100
SCALE
1" = 100'



LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
MDSWMD= MIAMI DADE SOLID WASTE MANAGEMENT DEPARTMENT
RB:= RADIAL BEARING
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT
SEC. = SECTION

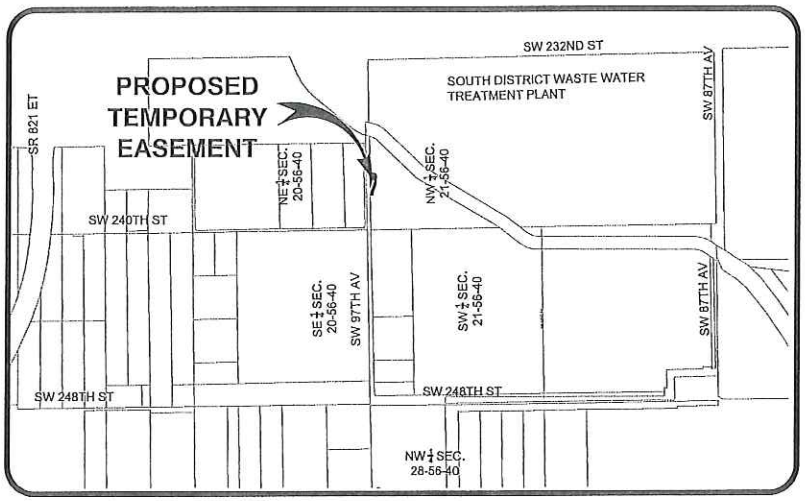
NOTICE: This document is not valid, full and complete without all pages.

PARCEL B-2

THIS IS NOT A BOUNDARY SURVEY

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MDSWMD TEMPORARY EASEMENT
(NW 1/4 SECTION 21-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 21, Township 56 South, Range 40 East
2.) Sketch by the Client received October 15, 2021.
3). Sketch revised by the client July 17, 2022.

Bearings shown hereon are based upon the West Line of Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of N 01°16'52" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.09 15:58:19 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No.6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

PARCEL B-2

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio No. 30-6021-000-0011 (C-3)

ATTACHMENT C 3

RECLAIMED WATERLINE EASEMENT

THIS RECLAIMED WATERLINE EASEMENT (this "**Agreement**") is dated this _____ day of _____, 20___, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notices is 111 NW 1st Street, Miami, Florida 33128-1970 ("**Grantor**"), and Florida Power & Light Company, a Florida corporation, its successors and/or assigns, whose address for notices is 700 Universe Boulevard, CRE/JB, Juno Beach, FL 33408 (the term "assigns" meaning any person or business entity owning by way of assignment all or a portion of rights under this easement with Florida Power & Light Company or its other assigns retaining and exercising the other rights) ("**Grantee**").

For and in consideration of the sum of FIFTY-TWO THOUSAND FOUR HUNDRED DOLLARS ($52,400.00), and other good and valuable consideration paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, a perpetual right-of-way and easement for and the right, privilege and authority to construct, lay, install, operate, inspect, maintain, repair, alter, improve, replace, in whole or in part, and remove a reclaimed waterline for the transportation of reclaimed water, together with such manholes, vaults, isolation valves, relief valves, air/vacuum valves, meters, fittings, gauges, connections, waterline markers, pressure monitor antenna, cathodic and other protection equipment, and such other equipment and facilities as are used or useful in the construction, use, operation, repair, replacement, maintenance and removal of the reclaimed waterline (collectively, the "**Facilities**"), and to erect, operate, maintain, repair and remove underground communications and reclaimed waterline equipment which are used or useful to the operation or maintenance of the Facilities, on, under, over and/or through that certain tract of land situated in Miami-Dade County, State of Florida, and more particularly described on **Exhibit A** attached hereto and made a part of this Agreement ("**Property**"). Grantor hereby warrants that Grantor has title to the Property and full authority to enter into this Agreement without the consent or joinder of any additional party. The reclaimed waterline will not exceed forty-two inches (42") in diameter, and the right-of-way shall be up to thirty-five feet (35') in width, as more fully shown on **Exhibit A-1** attached hereto and made a part of this Agreement ("**Easement Area**").

Together with the right and privilege from time to time to reconstruct, inspect, alter, repair, improve, enlarge, add to, replace, remove or relocate the Facilities or any part of them; lay temporary mats; install gates to existing or future fences; install fill, culverts or other drainage facilities upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes; mark the location of any underground facilities by above ground and other suitable markers; and ingress and egress for personnel, vehicles and equipment over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this Agreement and any or all of the rights granted hereunder.

Prior to the commencement of construction of the Facilities, and following reasonable notice to Grantor, Grantee is hereby granted the right to enter upon the Property, for survey and investigatory purposes, which shall include, but are not limited to, making surveys, soundings, drillings, appraisals, environmental assessments, geotechnical assessments, archaeological assessments, and other examinations necessary to the construction of the Facilities. Grantee shall also enjoy rights of ingress and egress to and from the Easement Area and installations and the route or locations thereof over, under and across the Property and the adjacent lands of Grantor by means of existing roads, lanes and/or off road access. In no event shall Grantee be under any affirmative obligation to construct any Facilities on the Property.

Any reclaimed waterline laid pursuant to this Agreement shall be buried to a minimum depth of thirty-six inches (36") from the surface. After Grantee's installation of the reclaimed waterline, neither party shall diminish or reduce the soil cover over said reclaimed waterline as laid without the prior written consent of the other party. Grantor reserves the right to the full use and enjoyment of the Easement Area for all lawful purposes that do not interfere or be inconsistent with the rights conveyed to Grantee herein or that might cause a hazardous condition; provided that Grantor shall not construct any temporary or permanent improvements or structures over the Grantee's Easement Area without Grantee's consent, with the exception of the stormwater pond identified below or a reclaimed waterline for the County's use. Grantee acknowledges that a second reclaimed water line is contemplated by Grantor for other environmental purposes parallel to this waterline, as provided for in the Water Service Agreement dated July 6, 2020 and Amendment Number One dated September 26, 2022.

Grantor shall have the right to construct and maintain a stormwater pond over the reclaimed waterline, provided that said stormwater pond does not reduce the total soil cover over the reclaimed waterline to a depth less than thirty-six inches (36"). Prior to constructing the stormwater pond, Grantor shall provide to Grantee construction and engineering plans and other design documents of the proposed stormwater ponds reasonably requested by Grantee for review and approval, which approval shall not be unreasonably withheld, denied or conditioned. Grantor further agrees not to plant any trees or brush on the Easement Area. Notwithstanding anything contained herein to the contrary, in the exercise of its rights hereunder, Grantee shall have the right (both during construction and following the installation of the Facilities) to clear and keep cleared from the Easement Area all trees, brush, undergrowth, buildings, structures, improvements or other obstructions that might interfere with Grantee's rights under this Agreement.

Grantor acknowledges and agrees that any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its licensees or as might cause a hazardous condition shall be a violation of this provision. However, no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation, maintenance or enjoyment of the Easement Area and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the Courts

By:_____
County Mayor

WITNESSED:

Grantee:

Florida Power & Light Company,
a Florida corporation

LaToya Reese
Printed Name: LaToya Reese

Sara Sibson
Printed Name: Sara Sibson

By: _____
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 29th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of Corporate Real Estate of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

LaToya Reese
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

Sarah Eglinton Davis 12/5/22
Assistant County Attorney

Folio Nos.: 30-6021-000-0011

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/7/2022

Property Information	
Folio:	30-6021-000-0011
Property Address:	23707 SW 97 AVE Miami, FL 33032-0000
Owner	MIAMI DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	3
Living Units	0
Actual Area	Sq.Ft
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Lot Size	1,286,762 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2022	2021	2020
Land Value	$1,222,424	$1,222,424	$1,222,424
Building Value	$2,300,195	$2,027,095	$2,057,697
XF Value	$796,401	$806,593	$816,650
Market Value	$4,319,020	$4,056,112	$4,096,771
Assessed Value	$4,319,020	$4,056,112	$4,096,771

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$4,319,020	$4,056,112	$4,096,771
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$4,319,020	$4,056,112	$4,096,771
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$4,319,020	$4,056,112	$4,096,771
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
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Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/24/1979	$0	10503-1024	Sales which are disqualified as a result of examination of the deed

Short Legal Description
21 56 40 29.54 AC M/L
THAT PORT OF NW1/4 OF SEC 21
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WITHIN W35FT OF N700FT OF S1900FT

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Version:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
35 FOOT MDSWMD PERMANENT EASEMENT
(NW 1/4 SECTION 21-56-40)

EXHIBITA-1

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 08/15/2022

(•) APPROVED

( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

( ) DISPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

LEGAL DESCRIPTION:

A strip of land being a portion of the Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East Miami-Dade County, Florida, and also being 35.00 feet in width and centered 17.50 feet on each side of the following described centerline:

COMMENCE at the Southwest Corner of said Northwest One-quarter (N.W. 1/4) of Section 21; thence N 01°16'52" W, along the West Line of said Northwest One-quarter (N.W. 1/4) of Section 21, for a distance of 608.39 feet; thence N 88°43'08" E, a distance of 55.00 feet, to the point of intersection with the Easterly Right of Way Line of SW 97 Avenue, said point of intersection is the POINT OF BEGINNING of the following described centerline; thence N 16°08'39" E, a distance of 623.34 feet, to the point of intersection with the Southwesterly Right of Way Line of Canal C-1 (Black Creek Canal), as shown on the South Florida Water Management District Right of Way Map C-1-B 11, Sheet 3 of 22, Dated November 11, 1992, said point of intersection is the POINT OF TERMINATION.

The sides of the previously mentioned strip are lengthened and shortened as necessary, to intersect both said Easterly Right of Way Line of SW 97 Avenue and said Southwesterly Right of Way Line of Canal C-1.

Containing 21,817 square feet, more or less, by computations.

PARCEL C-3

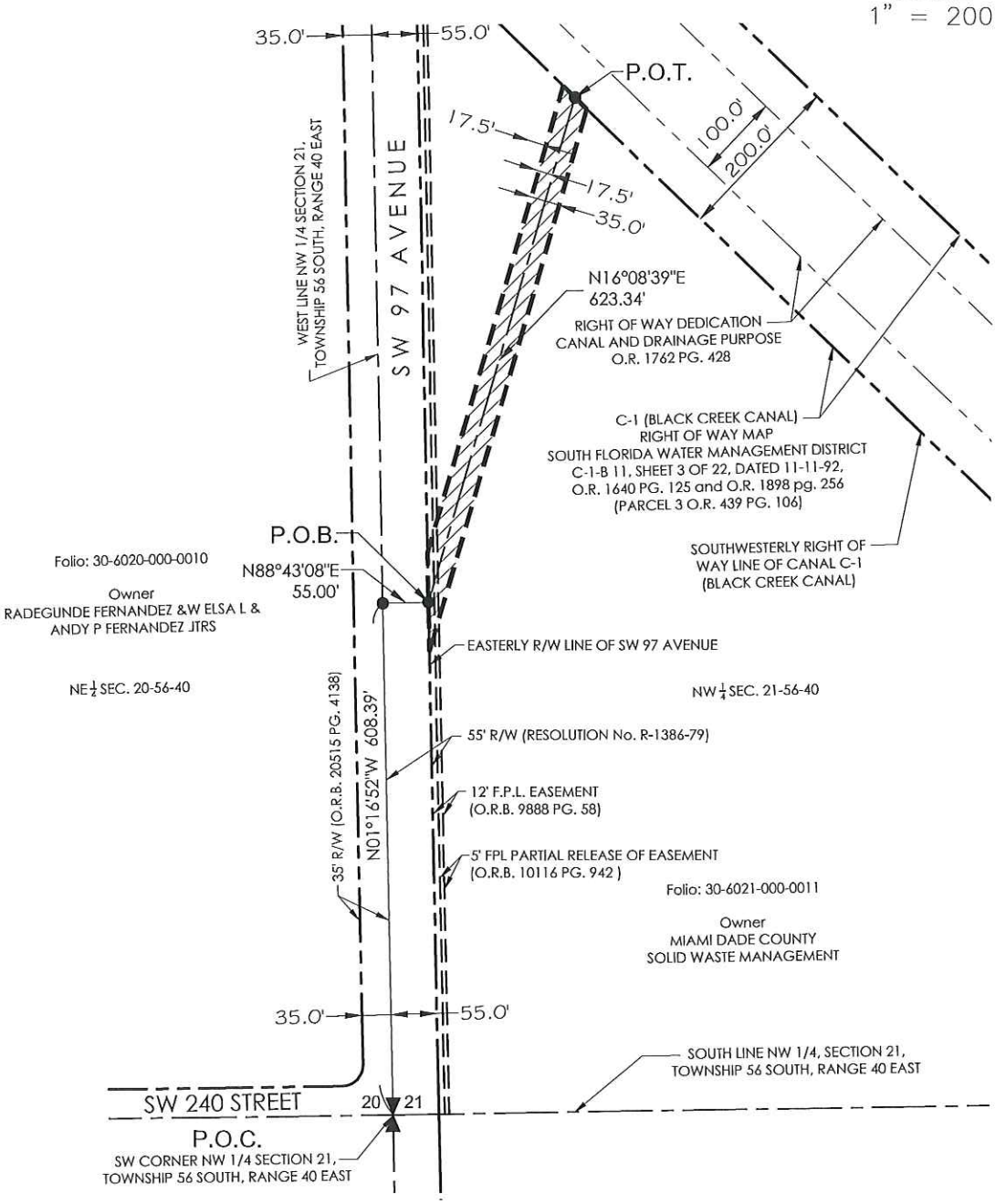
THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
35 FOOT MDSWMD PERMANENT EASEMENT
(NW 1/4 SECTION 21-56-40)

0 100 200
SCALE
1" = 200'



LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
MDSWMD= MIAMI DADE SOLID WASTE MANAGEMENT DEPARTMENT
RB:= RADIAL BEARING
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT
P.O.T.= POINT OF TERMINATION
SEC. = SECTION

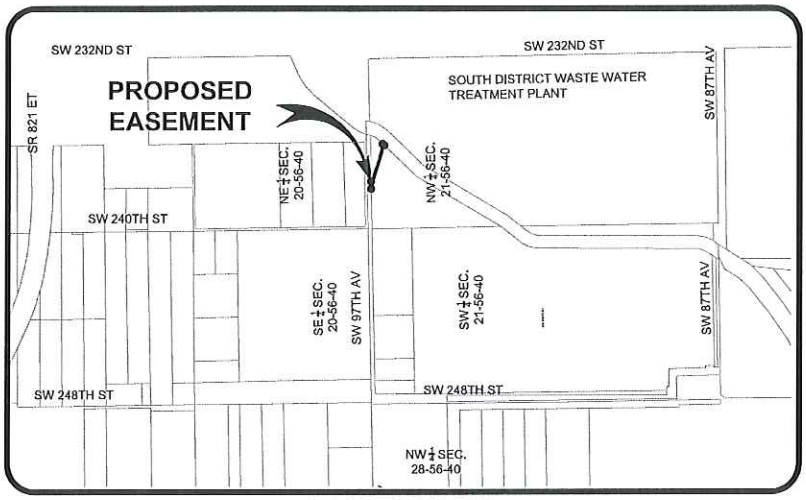
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PARCEL C-3

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LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
35 FOOT MDSWMD PERMANENT EASEMENT
(NW 1/4 SECTION 21-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 21, Township 56 South, Range 40 East
2.) Sketch by the Client received October 15, 2021.
3). Sketch revised by the client July 17, 2022.

Bearings shown hereon are based upon the West Line of said Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of N 01°16'52" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.09 15:59:17 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No.6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

PARCEL C-3

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio Nos. 30-6029-000-0030,
0040, 0050, 0060, 0070 (D-4)

RECLAIMED WATERLINE EASEMENT

THIS RECLAIMED WATERLINE EASEMENT (this "**Agreement**") is dated this _____ day of _____, 20___, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notices is 111 NW 1st Street, Miami, Florida 33128-1970 ("**Grantor**"), and Florida Power & Light Company, a Florida corporation, its successors and/or assigns, whose address for notices is 700 Universe Boulevard, CRE/JB, Juno Beach, FL 33408 (the term "assigns" meaning any person or business entity owning by way of assignment all or a portion of rights under this easement with Florida Power & Light Company or its other assigns retaining and exercising the other rights) ("**Grantee**").

For and in consideration of the sum of THREE HUNDRED FOUR THOUSAND FIVE HUNDRED DOLLARS ($304,500.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, a perpetual right-of-way and easement for, and the right, privilege and authority to construct, lay, install, operate, inspect, maintain, repair, alter, improve, replace, in whole or in part, and remove a reclaimed waterline for the transportation of reclaimed water, together with such manholes, vaults, isolation valves, relief valves, air/vacuum valves, meters, fittings, gauges, connections, waterline markers, pressure monitor antenna, cathodic and other protection equipment, and such other equipment and facilities as are used or useful in the construction, use, operation, repair, replacement, maintenance and removal of the reclaimed waterline (collectively, the "**Facilities**"), and to erect, operate, maintain, repair and remove underground communications and reclaimed waterline equipment which are used or useful to the operation or maintenance of the Facilities, on, under, over and/or through that certain tract of land situated in Miami-Dade County, State of Florida, and more particularly described on **Exhibit A** attached hereto and made a part of this Agreement ("**Property**"). Grantor hereby warrants that Grantor has title to the Property and full authority to enter into this Agreement without the consent or joinder of any additional party. The reclaimed waterline will not exceed forty-two inches (42") in diameter, and the right-of-way shall be up to thirty-five feet (35') in width, as more fully shown on **Exhibit A-1** attached hereto and made a part of this Agreement ("**Easement Area**").

Together with the right and privilege from time to time to reconstruct, inspect, alter, repair, improve, enlarge, add to, replace, remove or relocate the Facilities or any part of them; lay temporary mats; install gates to existing or future fences; and install fill, culverts or other drainage facilities upon, across, over or under the Easement Area, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes; mark the location of any underground facilities by above ground and other suitable markers; and ingress and egress for personnel, vehicles and equipment over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this Easement and any or all of the rights granted hereunder.

Prior to the commencement of construction of the Facilities, and following reasonable notice to Grantor, Grantee is hereby granted the right to enter upon the Property, for survey and investigatory purposes, which shall include, but are not limited to, making surveys, soundings, drillings, appraisals, environmental assessments, geotechnical assessments, archaeological assessments, and other examinations necessary to the construction of the Facilities. Grantee shall also enjoy rights of ingress and egress to and from the Easement Area and installations and the route or locations thereof over, under and across the Property and the adjacent lands of Grantor by means of existing roads, lanes and/or off road access. In no event shall Grantee be under any affirmative obligation to construct any Facilities on the Property.

Any reclaimed waterline laid pursuant to this Agreement shall be buried to a minimum depth of thirty-six inches (36") from the surface. After Grantee's installation of the reclaimed waterline, neither party shall diminish or reduce the soil cover over said reclaimed waterline as laid without the prior written consent of the other party. Grantor reserves the right to the full use and enjoyment of the Easement Area for all lawful purposes that do not interfere or be inconsistent with the rights conveyed to Grantee herein or that might cause a hazardous condition; provided that Grantor shall not construct any temporary or permanent improvements or structures over the Grantee's Easement Area without Grantee's consent, with the exception of a reclaimed waterline for the County's use. Grantee acknowledges that a second reclaimed water line is contemplated by Grantor for other environmental purposes parallel to this waterline, as provided for in the Water Service Agreement dated July 6, 2020 and Amendment Number One dated September 26, 2022.

Grantor further agrees not to plant any trees or brush on the Easement Area. Notwithstanding anything contained herein to the contrary, in the exercise of its rights hereunder, Grantee shall have the right (both during construction and following the installation of the Facilities) to clear and keep cleared from the Easement Area all trees, brush, undergrowth, buildings, structures, improvements or other obstructions that might interfere with Grantee's rights under this Agreement.

Grantor acknowledges and agrees that any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its licensees or as might cause a hazardous condition shall be a violation of this provision. However, no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation, maintenance or enjoyment of the Easement Area and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the Courts

By:_____
County Mayor

WITNESSED:

Grantee:

Florida Power & Light Company,
a Florida corporation

LaToya Reese
Printed Name: LaToya Reese

By: _____
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

Sara Sibson
Printed Name: Sara Sibson

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 29th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of Corporate Real Estate of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

LaToya Reese
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

Sarah Eglee Davis 12/5/22
Assistant County Attorney

Folio Nos.: 30-6029-000-0030,
0040,0050,0060,0070

MDC030

EXHIBITA

OFFICE OF THE PROPERTY APPRAISER

D 4

Summary Report

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0030
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
29 56 40 5 AC W1/2 OF NE1/4 OF NE1/4 OF NE1/4 A/K/A PARCEL 2 OR 13472-3088 1087 3

Taxable Value Information	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/1975	$1	00000-00000	Sales which are disqualified as a result of examination of the deed
08/01/1972	$22,500	00000-00000	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

D 4

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0040
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Deeds that include more than one parcel
09/01/1973	$216,000	00000-00000	Deeds that include more than one parcel

Short Legal Description

29 56 40 5 AC
N1/2 OF NE1/4 OF SE1/4 OF NE1/4
A/K/A PORT PARCEL 1
OR 13472-3090 1087 3

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0050
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	653,400 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$127,500	$127,500	$75,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$127,500	$127,500	$75,000
Assessed Value	$90,750	$82,500	$75,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$90,750	$82,500	$75,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$127,500	$127,500	$75,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$90,750	$82,500	$75,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$36,750	$45,000	
County	Exemption	$90,750	$82,500	$75,000
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Sales which are qualified
09/01/1973	$216,000	00000-00000	Sales which are qualified

Short Legal Description
29 56 40 15 AC
E1/2 OF NE1/4 OF NE1/4 OF NE1/4 &
E1/2 OF SE1/4 OF SE1/4 OF NE1/4 &
S1/2 OF NE1/4 OF SE1/4 OF NE1/4
A/K/A PORT OF PARCEL 1

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

D 4

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0060
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	435,600 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$85,000	$85,000	$50,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$85,000	$85,000	$50,000
Assessed Value	$60,500	$55,000	$50,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$60,500	$55,000	$50,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$85,000	$85,000	$50,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$60,500	$55,000	$50,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$24,500	$30,000	
County	Exemption	$60,500	$55,000	$50,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Deeds that include more than one parcel
09/01/1973	$216,000	00000-00000	Deeds that include more than one parcel

Short Legal Description

29 56 40 10 AC
SE1/4 OF NE1/4 OF NE1/4
A/K/A PORT OF PARCEL 1
OR 13472-3090 1087 3

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

D 4

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0070
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

Short Legal Description
29 56 40 5 AC W1/2 OF SE1/4 OF SE1/4 OF NE1/4 LOT SIZE IRREGULAR OR 15234-298 1091 3

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Version:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
35 FOOT PERMANENT EASEMENT(NE 1/4 SECTION 29-56-40)

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 08/23/2022

(•) APPROVED

( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

( ) DISPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

EXHIBITA1

LEGAL DESCRIPTION:

A strip of land being a portion of the Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida, and also being 35.00 feet in width and centered 17.50 feet on each side of the following described centerline:

COMMENCE at the Southeast Corner of said Northeast One-quarter (N.E. 1/4) of Section 29; thence N 89°47'50" W, along the South Line of said Northeast One-quarter (N.E. 1/4) of Section 29, for a distance of 57.53 feet, to the POINT OF BEGINNING of the following described centerline; thence N 01°27'41" W, a distance of 60.03 feet, to the point of intersection with the North Line, of the South 60.00 feet of said Northeast One-quarter (N.E. 1/4) of Section 29, thence N 89°47'50" W, along the previously described line, a distance of 544.52 feet, to the point of curvature with a circular curve, concave to the Northeast, and having a radius of 60.00 feet; thence Westerly, Northwesterly and Northerly along said curve to the right, through a central angle of 88°19'48", for an arc distance of 92.50 feet, to the point of tangency with the East Line of the West 23.00 feet, of the East One-half (East 1/2), of the East One-half (East 1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29; thence N 01°28'02" W, along the previously described line, a distance of 2,470.41 feet, to the point of curvature with a circular curve, concave to the Southeast, and having a radius of 50.00 feet; thence Northerly, Northeasterly and Easterly along said curve to the right, through a central angle of 90°47'09", for an arc distance of 79.23 feet, to the point of tangency with the South Line of the North 90.50 feet of said Northeast One-quarter (N.E. 1/4) of Section 29; thence N 89°19'07" E, along the previously described line, a distance of 91.83 feet; thence N 70°58'08" E a distance of 287.47 feet to a point of intersection with the North line of the Northeast One-quarter (N.E. 1/4) of Section 29, said point of intersection is the POINT OF TERMINATION.

The sides of the previously mentioned strip are lengthened and shortened as necessary, to intersect both the South Line of said Northeast One-quarter (N.E. 1/4) of Section 29, and the North Line of said Northeast One-quarter (N.E. 1/4) of Section 29.

Containing 2.913 acres, more or less, by computations.

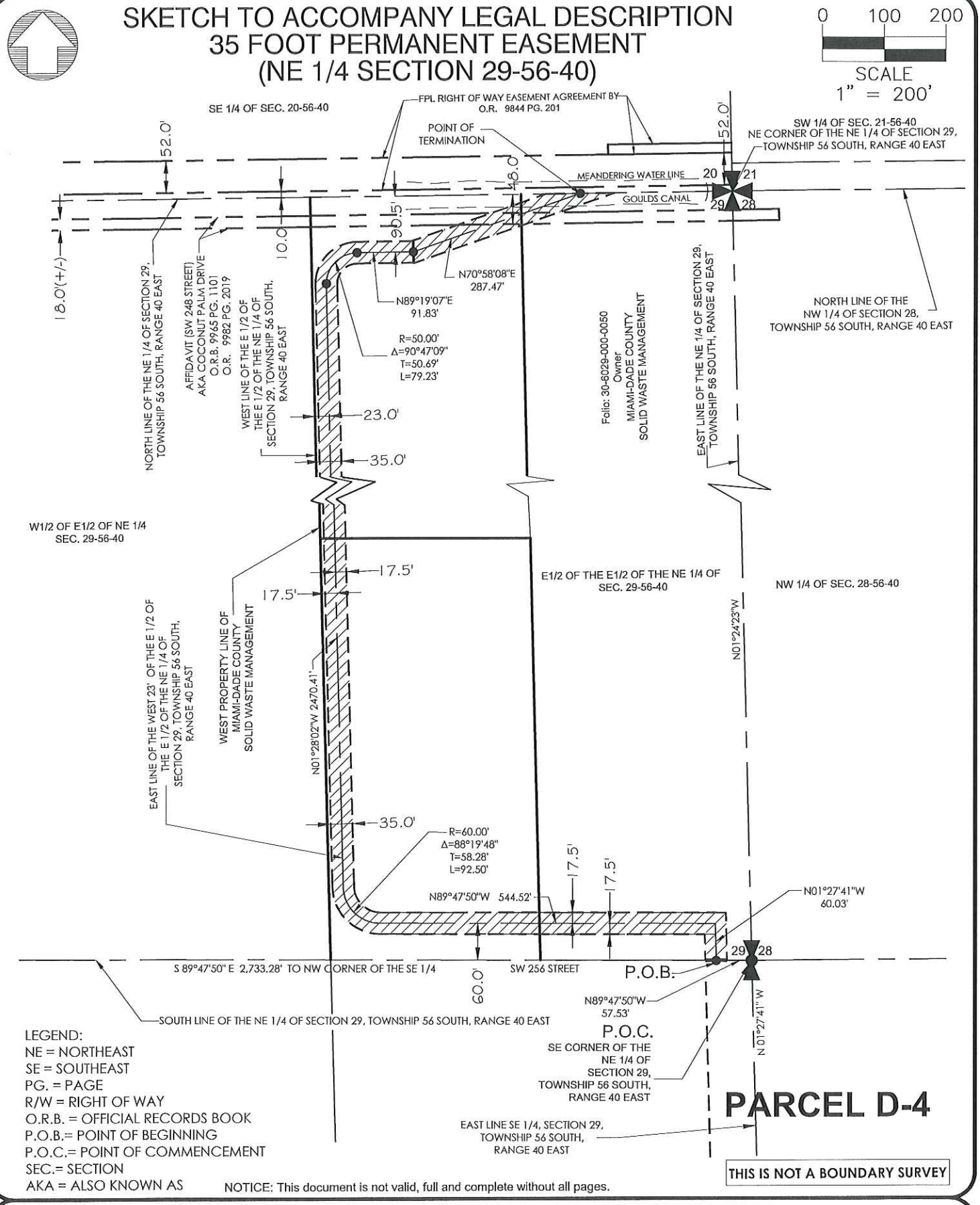
PARCEL D-4

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document consists of 3 pages and it is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
35 FOOT PERMANENT EASEMENT
(NE 1/4 SECTION 29-56-40)



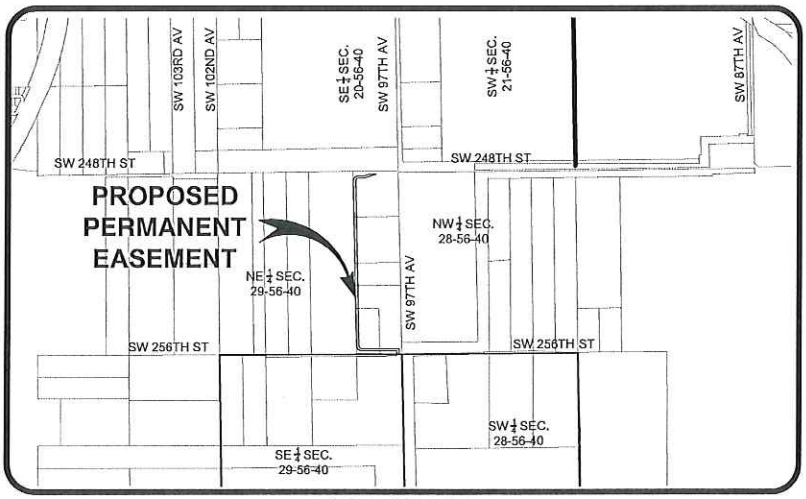
LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT
SEC.= SECTION
AKA = ALSO KNOWN AS

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A BOUNDARY SURVEY

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
35 FOOT PERMANENT EASEMENT(NE 1/4 SECTION 29-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 29, Township 56 South, Range 40 East

Bearings shown hereon are based upon the East Line of Southeast One-Quarter (S.E. 1/4) of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of N 01°24'23" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.19 08:45:56 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No.6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

PARCEL D-4

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document consists of 3 pages and not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

ATTACHMENT E 5

This instrument was prepared by and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio Nos.: 30-6028-000-0080; 30-6029-000-0050; 30-6029-000-0030 (E-5)

ACCESS EASEMENT

THIS ACCESS EASEMENT ("**Agreement**"), is executed effective this ___ day of _____, 20_____ ("**Effective Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notice purposes is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316 ("**Grantor**") and Florida Power & Light Company, a Florida corporation, whose address for notice purposes is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Grantee**"). **Grantor** and **Grantee** are sometimes referred to individually, as a "**Party**", and collectively, as "**Parties**".

1. Grant. Grantor, being the owner of the property located in _____ County, Florida, and more particularly described on **Exhibit A** (the "**Property**"), for and in consideration of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ($13,500.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee a non-exclusive Access Easement (the "**Easement**") in, on, over, under and across that portion of the Property depicted in **Exhibit A-1** attached hereto and made a part hereof (the "**Easement Area**"), for ingress and egress by Grantee, its agents, contractors, subcontractors, licensees, invitees, subsidiaries and affiliates.

2. No Interference.

(a) Grantee shall have the right, without duty to notify Grantor and compensation to Grantor, to clear the land, cut, prune and remove or otherwise dispose of any foliage or vegetation and keep the land clear of all obstructions on or near the Easement Area that Grantee deems a threat or potential threat to its rights under this Agreement. Grantor shall not grant or permit any person(s) claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion.

(b) Notwithstanding paragraphs 2(a) above and 7(b) below, by the execution and delivery hereof, Grantor so expressly agrees that no portion of the Easement Area shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of the Grantee, and no building, well, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said Easement Area by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor. Any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or as might cause a hazardous condition shall be a violation of this provision. However,

no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation and enjoyment of the Easement Area and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice.

3 Term. This Agreement shall be perpetual unless terminated in writing by Grantee and released of record by a Release of Easement recorded in the County where the Property is located.

4. Compliance. Grantee shall at all times observe in its use of the Easement Area all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Florida.

5. Successors & Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Miscellaneous.

(a) Exhibits. All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

(b) Reservation. Grantor hereby reserves all rights of ownership in and to the Easement Area which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over and/or across the Easement Area and the right to use the Easement Area for all uses not interfering or inconsistent with this Agreement in any material respect.

7. Amendments; Termination. Subject to the other provisions hereof, this Agreement may not be amended, modified or terminated except by written agreement executed by the parties hereto, or their successors and/or assigns. Further, no modification or amendment shall be effective unless in writing and recorded in the County where the Property is located.

8. Ownership. Grantor covenants that the undersigned Grantor is/are the fee simple owners of the subject land, more particularly described on Exhibit "A" attached hereto and made a part hereof, and further covenants that the subject land is free and clear of liens, encumbrances and third-party rights and/or claims of any kind.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the Courts

By:_____
County Mayor

WITNESSED:

Grantee:

Florida Power & Light Company,
a Florida corporation

_____
Printed Name: LaToya Reese

_____
Printed Name: Sara Sibson

By: _____
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 29th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of Corporate Real Estate of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

_____
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

_____ 12/5/22
Assistant County Attorney

Folio Nos.: 30-6028-000-0080;
30-6029-000-0050; 30-6029-000-0030

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 10/27/2022

Property Information	
Folio:	30-6028-000-0080
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	2,908,936.8 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$31,720	$31,720	$31,720
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$31,720	$31,720	$31,720
Assessed Value	$31,720	$31,720	$31,720

Benefits Information				
Benefit	Type	2022	2021	2020
County	Exemption	$31,720	$31,720	$31,720

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
28 56 40 66.78 AC M/L W1/2 OF NW1/4 LESS S & E175FT FOR LEVEE L-31E-3 & LESS N35FT R/W COURT CASE #91-56510

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$31,720	$31,720	$31,720
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$31,720	$31,720	$31,720
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$31,720	$31,720	$31,720
Taxable Value	$0	$0	$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0030
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/1975	$1	00000-00000	Sales which are disqualified as a result of examination of the deed
08/01/1972	$22,500	00000-00000	Sales which are qualified

Short Legal Description

29 56 40 5 AC
W1/2 OF NE1/4 OF NE1/4 OF NE1/4
A/K/A PARCEL 2
OR 13472-3088 1087 3

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

E 5

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0050
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	653,400 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$127,500	$127,500	$75,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$127,500	$127,500	$75,000
Assessed Value	$90,750	$82,500	$75,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$90,750	$82,500	$75,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$127,500	$127,500	$75,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$90,750	$82,500	$75,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$36,750	$45,000	
County	Exemption	$90,750	$82,500	$75,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Sales which are qualified
09/01/1973	$216,000	00000-00000	Sales which are qualified

Short Legal Description
29 56 40 15 AC
E1/2 OF NE1/4 OF NE1/4 OF NE1/4 &
E1/2 OF SE1/4 OF SE1/4 OF NE1/4 &
S1/2 OF NE1/4 OF SE1/4 OF NE1/4
A/K/A PORT OF PARCEL 1

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Version:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
10 FOOT PERMANENT EASEMENT
(NE 1/4 SECTION 29-56-40 & NW 1/4 SECTION 28-56-40)

EXHIBITA-1

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 03/06/2022

(•) APPROVED

( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

( ) DISPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

LEGAL DESCRIPTION:

A strip of land being a portion of the Northwest One-quarter (N.W. 1/4) of Section 28, and the East One-half (East 1/2), East One-half (East 1/2) of the Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East Miami-Dade County, Florida, and also being 10.00 feet in width and centered 5.00 feet on each side of the following described centerline:

BEGINNING at the Northeast Corner of said Northeast One-quarter (N.E. 1/4) of Section 29; thence S 01°24'23" E, along the East Line of said East One-half (East 1/2), East One-half (East 1/2) of the Northeast One-quarter (N.E. 1/4) of Section 29, for a distance of 83.53 feet, to the point of curvature with a circular curve, concave to the Northwest, and having a radius of 25.00 feet; thence Southerly, Southwesterly, Westerly and Northwesterly along said curve to the right, through a central angle of 114°25'53", for an arc distance of 49.93 feet, to the point of reverse curvature with a circular curve, concave to the Southwest, bearing N 23°01'30" E from its center, and having a radius of 213.06 feet; thence Northwesterly and Westerly along said curve to the left, through a central angle of 22°18'40", for an arc distance of 82.96 feet, to a point of tangency thence S 89°17'10" W a distance of 344.71 feet to the point of intersection with the East Line of the West 225.59 feet, of the East One-half (East 1/2), of the East One-half (East 1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29, said point of intersection is the POINT OF TERMINATION.

The sides of the previously mentioned strip are lengthened and shortened as necessary, to intersect with the North Line of said Northwest One-quarter (N.W. 1/4) of Section 28, and the North line of said Northeast One-quarter (N.E. 1/4) of Section 29, and the East line of said West 225.59 feet of the East One-half (East 1/2) of the East One-half (East 1/2) of said Northeast One-quarter (N.E. 1/4) of Section 29.

Containing 5,611 square feet, more or less, by computations.

PARCEL E-5

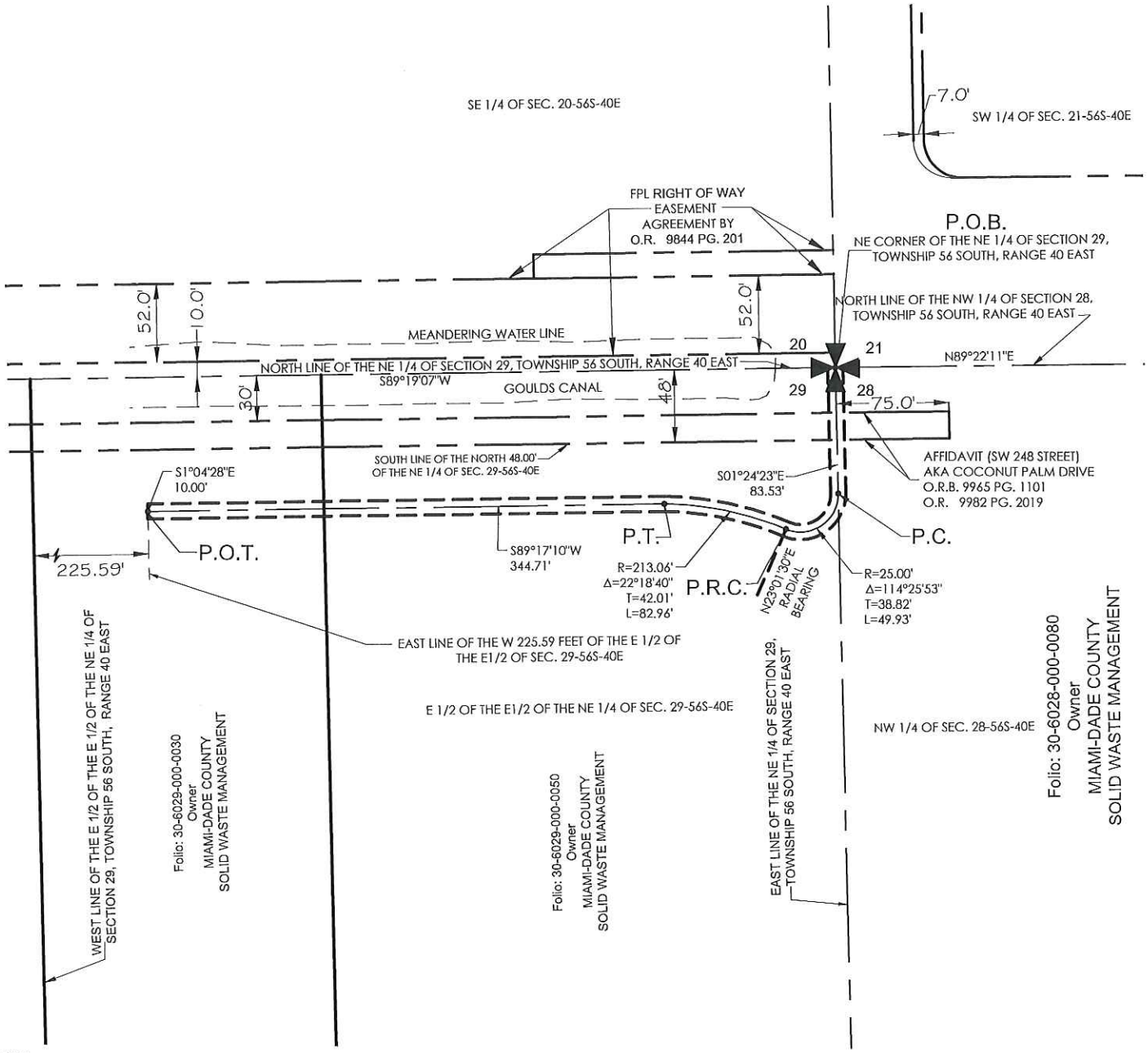
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LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
10 FOOT PERMANENT EASEMENT
(NE 1/4 SECTION 29-56-40 & NW 1/4 SECTION 28-56-40)

0 50 100
SCALE
1" = 100'



LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
P.T. = POINT OF TANGENCY
P.R.C.= POINT OF REVERSE CURVATURE
P.C. = POINT OF CURVATURE
P.O.B.= POINT OF BEGINNING
SEC. = SECTION

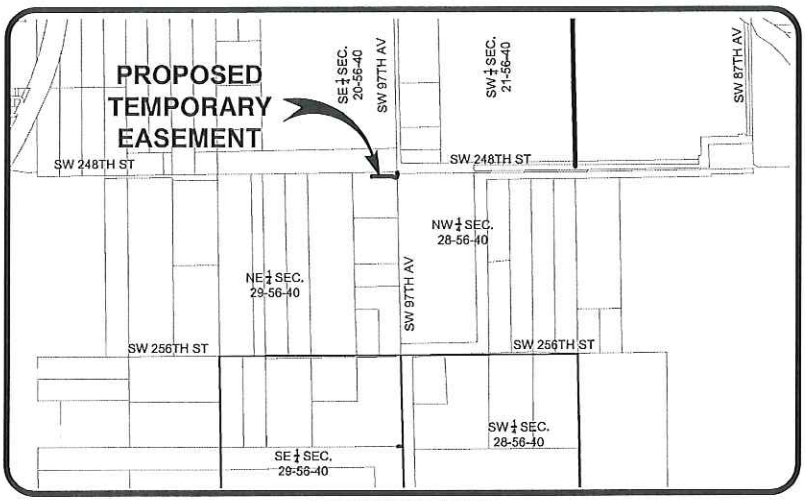
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PARCEL E-5

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION
10 FOOT PERMANENT EASEMENT
(NE 1/4 SECTION 29-56-40 & NW 1/4 SECTION 28-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 29, Township 56 South, Range 40 East

Bearings shown hereon are based upon the North line of Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of S 89°19'07" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.31 08:27:24 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No.6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

PARCEL E-5

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LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

ATTACHMENT E6

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio Nos. 30-6029-000-0030; 0040; 0050; 0060; 0070 (E-6)

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Agreement**"), is executed effective this ___ day of _____, 20_____ ("**Effective Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notice purposes is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316 ("**Grantor**") and Florida Power & Light Company, a Florida corporation, whose address for notice purposes is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Grantee**"). Grantor and Grantee are sometimes referred to individually, as a "**Party**", and collectively, as "**Parties**".

PREMISES

A. Grantor is the owner of a certain tract of real property located in Miami-Dade County, Florida and more particularly described on the attached **Exhibit A** ("**Property**"); and

B. Grantee intends to develop a reclaimed waterline together with appurtenant facilities in the State of Florida (collectively, the "**Waterline**"); and

C. Grantor desires to grant and convey to Grantee a temporary construction easement over that portion of the Property depicted on **Exhibit A-1** over which certain equipment and facilities will be allowed to ingress and egress in furtherance of the construction of the Waterline.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant.** Grantor does hereby grant, bargain, sell and convey unto Grantee, a temporary construction easement on, under, over and/or through that portion of the Property more particularly depicted on the attached **Exhibit A-1** ("**Temporary Construction Easement Area**") for the purposes of constructing the Waterline, including but not limited to, laydown, staging and storage area(s), together with the right for Grantee's agents, contractors, subcontractors, invitees and assigns on foot or with vehicles, carrying equipment and materials for the Waterline to traverse over the Temporary Construction Easement Area; and the right of ingress to and egress from the Temporary Construction Easement Area and over and along the Property. Grantee shall have the right and responsibility to clear and keep cleared from the Temporary Construction Easement Area trees, brush and undergrowth that interfere with Grantee's activities, Grantor's access and use of the area, or create a safety issue. Grantee shall be liable for damages caused solely by Grantee on the Temporary Construction Easement Area for failure to keep the Temporary Construction Easement Area clear of such trees, brush and undergrowth, in the exercise of its rights hereunder. Further, Grantee shall also enjoy rights of ingress and egress to and from the Temporary Construction

Easement Area and installations and the route or locations thereof on, over and across the Property by means of existing roads, lanes and/or off-road access.

2. **Maintenance & Use.** Grantee shall keep the Temporary Construction Easement Area in good condition and repair, excluding ordinary wear and tear and damage by the elements or by Grantor, or Grantor's employees, contractors, agents and/or invitees. Grantee shall not allow the Temporary Construction Easement Area to be used for any unlawful purpose, or for any other purpose which is unrelated to Section 1 above. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Construction Easement Area for the purposes granted herein.

3. **Term.** The term of this Agreement ("**Term**") shall commence on the Effective Date, and automatically expire on March 1, 2026, without the need for further action on the part of either Party. Should the construction and development be substantially completed or should the Temporary Construction Easement be abandoned or discontinued by the Grantee before the established period expires, the Temporary Construction Easement will automatically cease and be surrendered without the necessity of any further action by Grantor, and Grantee will no longer have any rights to the Temporary Construction Easement.

4. **Authority.** Grantor hereby represents and warrants to Grantee that Grantor owns the Property, including the Temporary Construction Easement Area, in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to Grantee.

5. **Damage.** Throughout the Term, except Section 1 above, Grantee will use commercially reasonable efforts to repair any damage to the Property, to the extent such damage is caused by Grantee or its contractors, subcontractors, suppliers, employees or agents.

6. **Removal & Restoration.** Upon termination of this Agreement, Grantee shall restore the Temporary Construction Easement Area to substantially the same physical condition that existed immediately before Grantee's use of the Temporary Construction Easement Area (except for any additional landscaping required pursuant to Resolution No. R- 504-15, only if applicable). Further, tree removal and mitigation will be performed in accordance with the conditions of certification PA-03-45G.

7. **Complete Agreement.** This Agreement represents the complete and integrated agreement of the **Parties** with respect to the subject matter herein and supersedes all prior oral or written agreements.

8. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. All legal matters arising out of, or in connection with, this Agreement shall be subject to venue in a court of competent jurisdiction within Miami-Dade County, Florida.

9. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same Agreement.

10. **Severability.** Should any provision of this Agreement be held, in a final, non-appealable decision by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties will negotiate in good faith to restore insofar as practicable the benefits to each party affected by such ruling.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the Courts

By:_____
County Mayor

WITNESSED:

Grantee:

Florida Power & Light Company,
a Florida corporation

_____
Printed Name: LaToya Reese

_____
Printed Name: Sara Sibson

By: _____
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 28th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of CRE of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

_____
NOTARY PUBLIC, STATE OF FLORIDA
Name Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

_____ 12/5/22
Assistant County Attorney

Folio Nos. 30-6029-000-0030; 0040; 0050;
0060; 0070

EXHIBIT A

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/5/2022

Property Information	
Folio:	30-6029-000-0030
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/1975	$1	00000-00000	Sales which are disqualified as a result of examination of the deed
08/01/1972	$22,500	00000-00000	Sales which are qualified

Short Legal Description

29 56 40 5 AC
W1/2 OF NE1/4 OF NE1/4 OF NE1/4
A/K/A PARCEL 2
OR 13472-3088 1087 3

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

EXHIBIT A

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/5/2022

Property Information	
Folio:	30-6029-000-0040
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Deeds that include more than one parcel
09/01/1973	$216,000	00000-00000	Deeds that include more than one parcel

Short Legal Description

29 56 40 5 AC
N1/2 OF NE1/4 OF SE1/4 OF NE1/4
A/K/A PORT PARCEL 1
OR 13472-3090 1087 3

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Version:

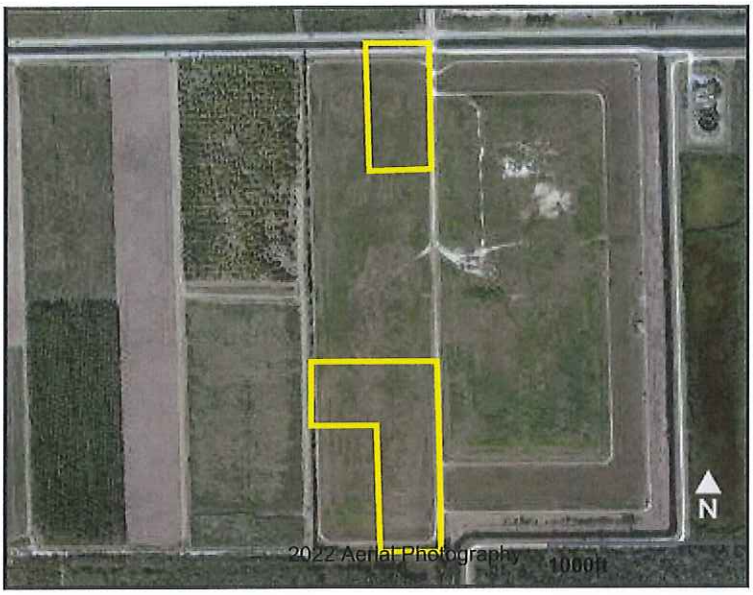
EXHIBIT A

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/5/2022

Property Information	
Folio:	30-6029-000-0050
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	653,400 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$127,500	$127,500	$75,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$127,500	$127,500	$75,000
Assessed Value	$90,750	$82,500	$75,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$90,750	$82,500	$75,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$127,500	$127,500	$75,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$90,750	$82,500	$75,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$36,750	$45,000	
County	Exemption	$90,750	$82,500	$75,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Sales which are qualified
09/01/1973	$216,000	00000-00000	Sales which are qualified

Short Legal Description
29 56 40 15 AC
E1/2 OF NE1/4 OF NE1/4 OF NE1/4 &
E1/2 OF SE1/4 OF SE1/4 OF NE1/4 &
S1/2 OF NE1/4 OF SE1/4 OF NE1/4
A/K/A PORT OF PARCEL 1

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Version:

EXHIBIT A

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/5/2022

Property Information	
Folio:	30-6029-000-0060
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	435,600 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$85,000	$85,000	$50,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$85,000	$85,000	$50,000
Assessed Value	$60,500	$55,000	$50,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$60,500	$55,000	$50,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$85,000	$85,000	$50,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$60,500	$55,000	$50,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$24,500	$30,000	
County	Exemption	$60,500	$55,000	$50,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Deeds that include more than one parcel
09/01/1973	$216,000	00000-00000	Deeds that include more than one parcel

Short Legal Description

29 56 40 10 AC
SE1/4 OF NE1/4 OF NE1/4
A/K/A PORT OF PARCEL 1
OR 13472-3090 1087 3

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Version:

EXHIBIT A

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/5/2022

Property Information	
Folio:	30-6029-000-0070
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

Short Legal Description
29 56 40 5 AC W1/2 OF SE1/4 OF SE1/4 OF NE1/4 LOT SIZE IRREGULAR OR 15234-298 1091 3

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Version:

EXHIBITA-1

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 08/23/2022

(•) APPROVED

( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

( ) DISPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

SKETCH TO ACCOMPANY LEGAL DESCRIPTI
25 FOOT TEMPORARY EASEMENT
(NE 1/4 SECTION 29-56-40)

LEGAL DESCRIPTION:

A strip of land being a portion of the East One-half (East 1/2) of the East One-half (East 1/2) of the Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East Miami-Dade County, Florida, and also being 25.00 feet in width and centered 12.50 feet on each side of the following described centerline:

COMMENCE at the Southeast Corner of said Northeast One-quarter (N.E. 1/4) of Section 29; thence N 89°47'50" W, along the South Line of said Northeast One-quarter (N.E. 1/4) of Section 29, for a distance of 87.54 feet, to the POINT OF BEGINNING No.1 of the following described centerline; thence N 01°27'41" W, a distance of 30.01 feet, to the point of intersection with the North Line, of the South 30.00 feet of said Northeast One-quarter (N.E. 1/4) of Section 29, thence N 89°47'50" W, along the previously described line, a distance of 515.38 feet, to the POINT OF TERMINATION No.1.

The sides of the previously mentioned strip are lengthened and shortened as necessary, to intersect both the South Line of said Northeast One-quarter (N.E. 1/4) of Section 29, and a line perpendicular to said South Line of the Northeast One-quarter (N.E. 1/4) of Section 29, having a bearing of N 00°12'10" E, and passing through the aforesaid POINT OF TERMINATION No.1.

Containing 0.313 acres, more or less, by computations.

TOGETHER WITH:

A strip of land being a portion of the East One-half (East 1/2) of the East One-half (East 1/2) of the Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East Miami-Dade County, Florida, being 25.00 feet in width and centered 12.50 feet on each side of the following described centerline:

COMMENCE at the aforesaid POINT OF TERMINATION No.1; thence N 40°00'01" E, a distance of 78.09 feet to the POINT OF BEGINNING No.2 of the following described centerline; thence N 89°47'50" W a distance of 50.00 feet to the point of curvature with a circular curve concave to the Northeast, and having a radius of 30.00 feet; thence run Westerly, Northwesterly and Northerly along said curve to the right, through a central angle of 88°19'48", for an arc distance of 46.25 feet, to the point of tangency with the East Line of the West 53.00 feet, of the East One-half (East 1/2), of the East one-half (E 1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29; thence N 01°28'02" W, along the previously described line, a distance of 2,470.58 feet, to the point of curvature with a circular curve, concave to the Southeast, and having a radius of 20.00 feet; thence Northerly, Northeasterly and Easterly along said curve to the right, through a central angle of 90°47'09", for an arc distance of 31.69 feet, to the point of tangency with the South Line of the North 120.50 feet of said Northeast One-quarter (N.E. 1/4) of Section 29; thence N 89°19'07" E, along the previously described line, a distance of 227.25 feet, to the point of intersection with the East Line of the West 300.50 feet, of the East One-half (East 1/2), of the East One-half (E1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29, said point of intersection is the POINT OF TERMINATION No.2.

The sides of the previously mentioned strip are lengthened and shortened as necessary, to intersect both the aforesaid line perpendicular to said South Line of the Northeast One-quarter (N.E. 1/4) of Section 29, having a bearing of N 00°12'10" E, and passing through POINT OF BEGINNING No.2, and said East Line of the West 300.50 feet, of the East One-half (East 1/2), of the Northeast One-quarter (N.E. 1/4), of the Northeast One-quarter (N.E. 1/4), of Section 29.

Containing 1.621 acres, more or less, by computations.

Containing a net aggregate area of 1.934 acres, more or less, by computations.

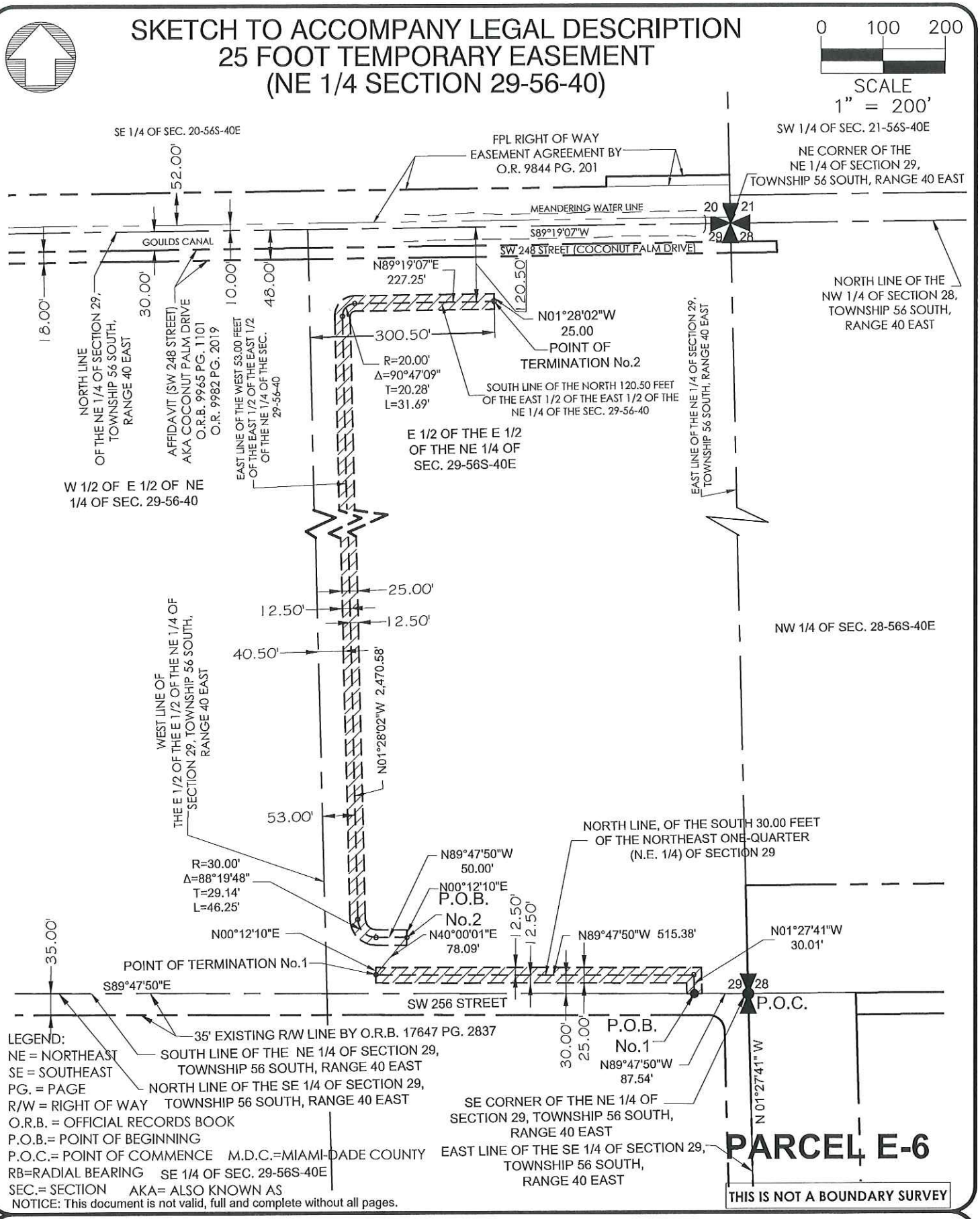
PARCEL E-6

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document consists of 3 pages and it is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
25 FOOT TEMPORARY EASEMENT
(NE 1/4 SECTION 29-56-40)

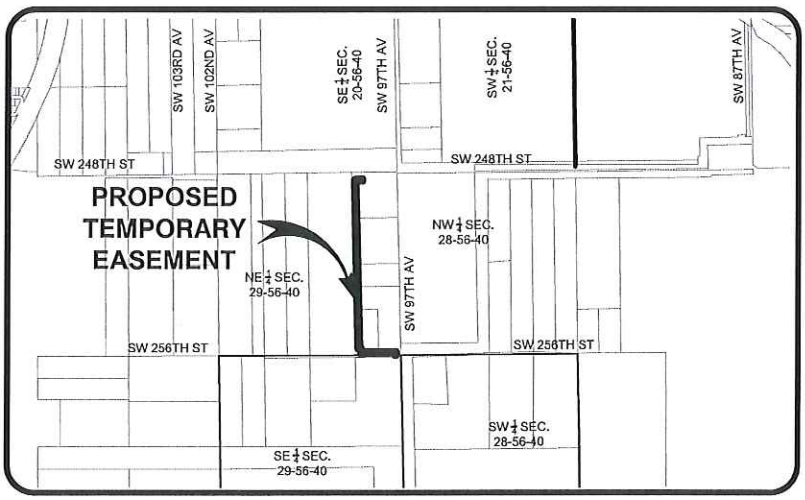


LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCE M.D.C.=MIAMI-DADE COUNTY
RB=RADIAL BEARING SE 1/4 OF SEC. 29-56S-40E
SEC.= SECTION AKA= ALSO KNOWN AS

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
25 FOOT TEMPORARY EASEMENT(NE 1/4 SECTION 29-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 29, Township 56 South, Range 40 East

Bearings shown hereon are based upon the South Line of Northeast One-Quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of N 89°47'50" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.22 15:41:55 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No.6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

PARCEL E-6

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document consists of 3 pages and not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio No. 30-6029-000-0030 (G-7)

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Agreement**"), is executed effective this ___ day of _____, 20_____ ("**Effective Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notice purposes is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316 ("**Grantor**") and Florida Power & Light Company, a Florida corporation, whose address for notice purposes is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Grantee**"). Grantor and Grantee are sometimes referred to individually, as a "**Party**", and collectively, as "**Parties**".

PREMISES

A. Grantor is the owner of a certain tract of real property located in Miami-Dade County, Florida and more particularly described on the attached **Exhibit A** ("**Property**"); and

B. Grantee intends to develop a reclaimed waterline together with appurtenant facilities in the State of Florida (collectively, the "**Waterline**"); and

C. Grantor desires to grant and convey to Grantee a temporary construction easement over that portion of the Property depicted on **Exhibit A-1** over which certain equipment and facilities will be allowed to ingress and egress in furtherance of the construction of the Waterline.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant**. Grantor does hereby grant, bargain, sell and convey unto Grantee, a temporary construction easement on, under, over and/or through that portion of the Property more particularly depicted on the attached **Exhibit A-1** ("**Temporary Construction Easement Area**") for the purposes of constructing the Waterline, including but not limited to, laydown, staging and storage area(s), together with the right for Grantee's agents, contractors, subcontractors, invitees and assigns on foot or with vehicles, carrying equipment and materials for the Waterline to traverse over the Temporary Construction Easement Area; and the right of ingress to and egress from the Temporary Construction Easement Area and over and along the Property. Grantee shall have the right and responsibility to clear and keep cleared from the Temporary Construction Easement Area trees, brush and undergrowth that interfere with Grantee's activities, Grantor's access and use of the area, or create a safety issue. Grantee shall be liable for damages caused solely by Grantee on the Temporary Construction Easement Area for failure to keep the Temporary Construction Easement Area clear of such trees, brush and undergrowth, in the exercise of its rights hereunder. Further, Grantee shall also enjoy rights of ingress and egress to and from the Temporary Construction

Easement Area and installations and the route or locations thereof on, over and across the Property by means of existing roads, lanes and/or off-road access.

2. **Maintenance & Use.** Grantee shall keep the Temporary Construction Easement Area in good condition and repair, excluding ordinary wear and tear and damage by the elements or by Grantor, or Grantor's employees, contractors, agents and/or invitees. Grantee shall not allow the Temporary Construction Easement Area to be used for any unlawful purpose, or for any other purpose which is unrelated to Section 1 above. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Construction Easement Area for the purposes granted herein.

3. **Term**. The term of this Agreement ("**Term**") shall commence on the Effective Date, and automatically expire on March 1, 2026, without the need for further action on the part of either Party. Should the construction and development be substantially completed or should the Temporary Construction Easement be abandoned or discontinued by the Grantee before the established period expires, the Temporary Construction Easement will automatically cease and be surrendered without the necessity of any further action by Grantor, and Grantee will no longer have any rights to the Temporary Construction Easement.

4. **Authority**. Grantor hereby represents and warrants to Grantee that Grantor owns the Property, including the Temporary Construction Easement Area, in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to Grantee.

5. **Damage**. Throughout the Term, except Section 1 above, Grantee will use commercially reasonable efforts to repair any damage to the Property, to the extent such damage is caused by Grantee or its contractors, subcontractors, suppliers, employees or agents.

6. **Removal & Restoration**. Upon termination of this Agreement, Grantee shall restore the Temporary Construction Easement Area to substantially the same physical condition that existed immediately before Grantee's use of the Temporary Construction Easement Area (except for any additional landscaping required pursuant to Resolution No. R- 504-15, only if applicable). Further, tree removal and mitigation will be performed in accordance with the conditions of certification PA-03-45G.

7. **Complete Agreement.** This Agreement represents the complete and integrated agreement of the **Parties** with respect to the subject matter herein and supersedes all prior oral or written agreements.

8. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. All legal matters arising out of, or in connection with, this Agreement shall be subject to venue in a court of competent jurisdiction within Miami-Dade County, Florida.

9. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same Agreement.

10. **Severability**. Should any provision of this Agreement be held, in a final, non-appealable decision by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties will negotiate in good faith to restore insofar as practicable the benefits to each party affected by such ruling.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the Courts

By:_____
County Mayor

WITNESSED:

Grantee:

Florida Power & Light Company,
a Florida corporation

LaToya Reese
Printed Name: LaToya Reese

Sara Sibson
Printed Name: Sara Sibson

By: Matthew Barrows
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 28th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of CRE of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

LaToya Reese
NOTARY PUBLIC, STATE OF FLORIDA
Name Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

Sarah Eglee's DAVIS 12/5/22
Assistant County Attorney

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0030
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/1975	$1	00000-00000	Sales which are disqualified as a result of examination of the deed
08/01/1972	$22,500	00000-00000	Sales which are qualified

Short Legal Description

29 56 40 5 AC
W1/2 OF NE1/4 OF NE1/4 OF NE1/4
A/K/A PARCEL 2
OR 13472-3088 1087 3

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
60 FOOT TEMPORARY EASEMENT(NE 1/4 SECTION 29-56-40)

EXHIBITA-1

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 08/23/2022

(•) APPROVED

( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

( ) DISPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

LEGAL DESCRIPTION:

A parcel of land being a portion of the East One-half (E 1/2), of the East One-half (E 1/2), of the Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast Corner of said Northeast One-quarter (N.E. 1/4) of Section 29; thence S 01°24'23" E, along the East Line of said Northeast One-quarter (N.E. 1/4) of Section 29, for a distance of 48.00 feet, to the point of intersection with the South Line, of the North 48.00 feet of said Northeast One-quarter (N.E. 1/4) of Section 29; thence S 89°19'07" W, along the previously described line, a distance of 385.43 feet, to the point of intersection with the East Line, of the West 300.50 feet, of the East One-half (East 1/2), of the East One-half (East 1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29; the last said point of intersection is hereinafter referred to as REFERENCE POINT "A"; thence S 01°28'02" E, along the previously described line, a distance of 16.28 feet, to the POINT OF BEGINNING No. 1; thence continue S 01°28'02" E, along the previously described line, a distance of 43.73 feet, to the point of intersection with the South Line, of the North 108.00 feet of said East One-half (East 1/2), of the East One-half (East 1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29; thence S 89°19'07" W, along the previously described line, a distance of 132.43 feet; thence N 70°58'08" E, a distance of 138.89 feet, to the POINT OF BEGINNING No. 1.

Containing 2,895 square feet, more or less, by computations.

TOGETHER WITH:

A parcel of land being a portion of the East One-half (E 1/2), of the East One-half (E 1/2), of the Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the aforesaid REFERENCE POINT "A"; thence S 89°19'07" W, along the South Line, of the North 48.00 feet of said Northeast One-quarter (N.E. 1/4) of Section 29, a distance of 61.89 feet, to the POINT OF BEGINNING No. 2; thence continue S 89°19'07" W, along the previously described line, a distance of 173.14 feet, to the point of intersection with the East Line, of the West 65.50 feet, of the East One-half (East 1/2), of the East One-half (East 1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29; thence S 01°28'02" E, along the previously described line, a distance of 25.53 feet; to the point of intersection with a non-tangent circular curve, concave to the Southeast, and having a radius of 67.50 feet; thence, from a radial bearing of N 07°50'58" W from the center of said curve, run Northeasterly and Easterly along said curve to the right, through a central angle of 07°10'05", for an arc distance of 8.44 feet, to the point of tangency with the South Line, of the North 73.00 feet of said Northeast One-quarter (N.E. 1/4) of Section 29; thence N 89°19'07" E, along the previously described line, a distance of 89.00 feet; thence N 70°58'08" E, a distance of 79.41 feet, to the POINT OF BEGINNING No. 2.

Containing 3,384 square feet, more or less, by computations.

Containing a net aggregate area of 6,279 square feet, more or less, by computations.

PARCEL G-7

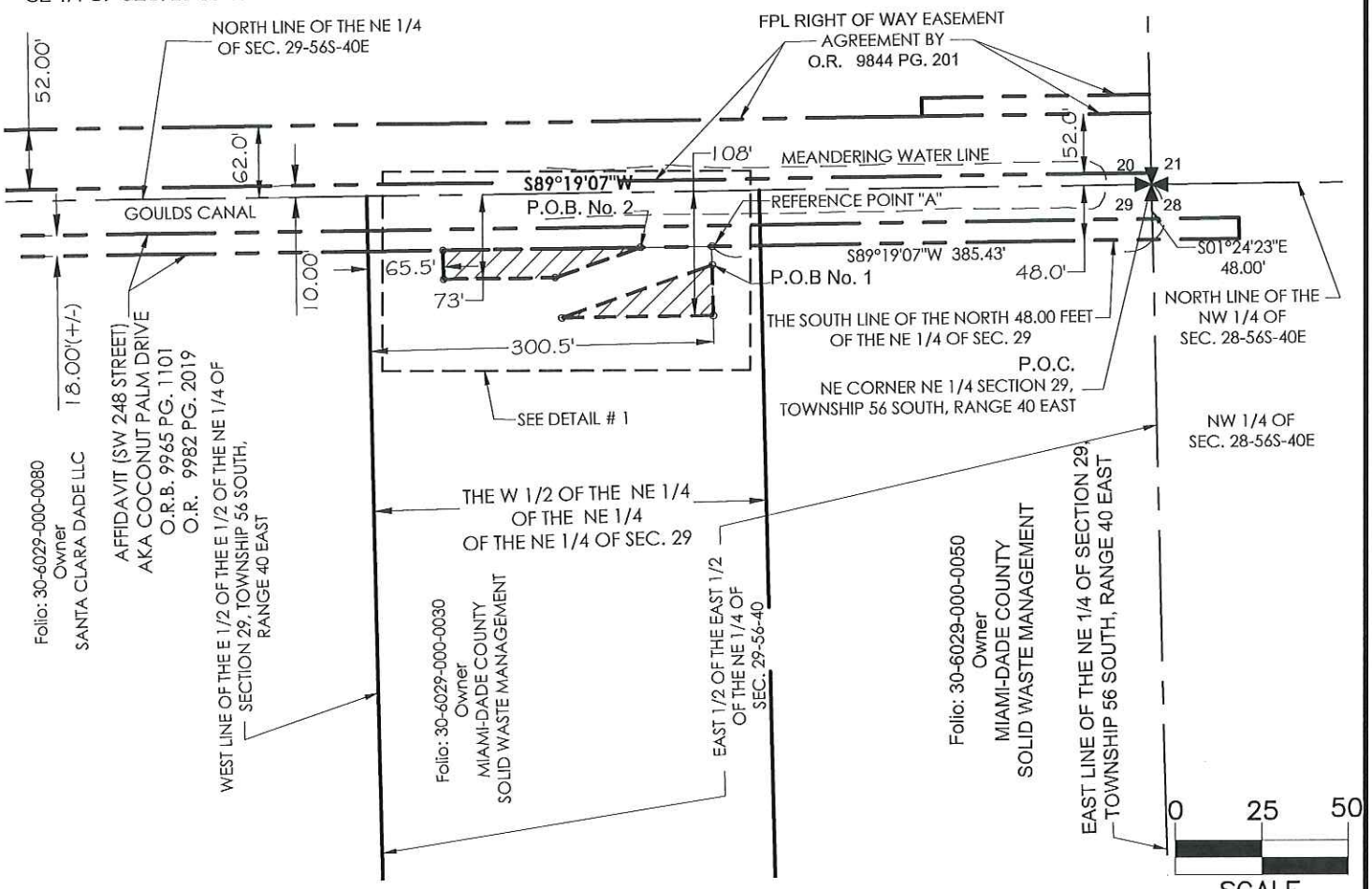
THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

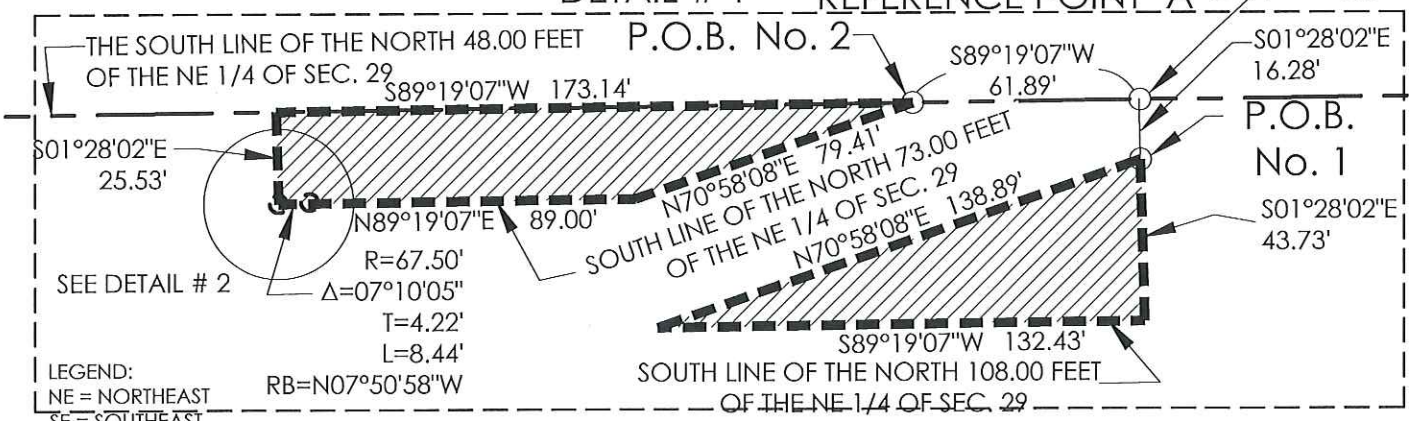
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
60 FOOT TEMPORARY EASEMENT
(NE 1/4 SECTION 29-56-40)

0 75 150
SCALE
1" = 150'



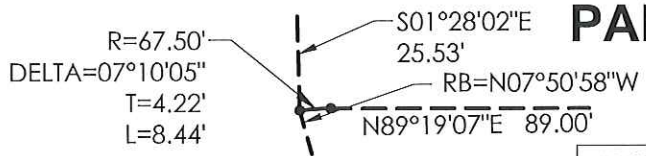
0 25 50
SCALE
1" = 50'

DETAIL # 1



LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
RB:= RADIAL BEARING
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT
SEC. = SECTION
AKA = ALSO KNOWN AS

PARCEL G-7



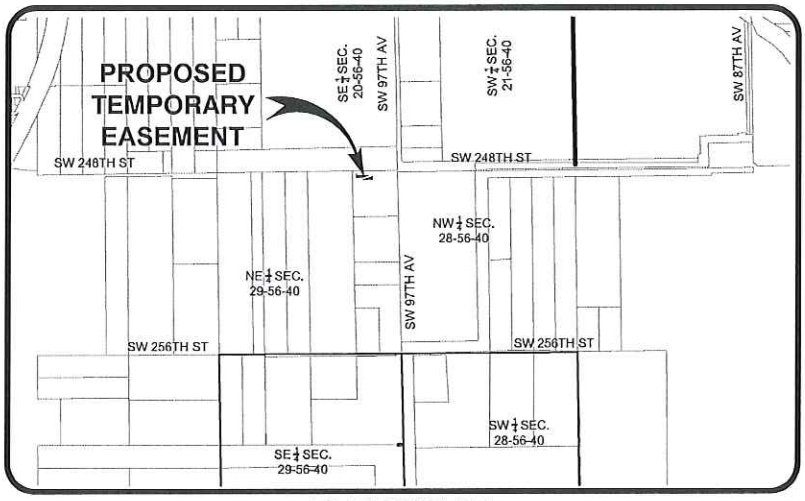
DETAIL # 2

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
60 FOOT TEMPORARY EASEMENT(NE 1/4 SECTION 29-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 29, Township 56 South, Range 40 East

Bearings shown hereon are based upon the North Line of Northeast One-Quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of S 89°19'07" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.19 08:43:14 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No.6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

PARCEL G-7

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio No. 30-6029-000-0030 (H-8)

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Agreement**"), is executed effective this ___ day of _____, 20_____ ("**Effective Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notice purposes is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316 ("**Grantor**") and Florida Power & Light Company, a Florida corporation, whose address for notice purposes is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Grantee**"). Grantor and Grantee are sometimes referred to individually, as a "**Party**", and collectively, as "**Parties**".

PREMISES

A. Grantor is the owner of a certain tract of real property located in Miami-Dade County, Florida and more particularly described on the attached **Exhibit A** ("**Property**"); and

B. Grantee intends to develop a reclaimed waterline together with appurtenant facilities in the State of Florida (collectively, the "**Waterline**"); and

C. Grantor desires to grant and convey to Grantee a temporary construction easement over that portion of the Property depicted on **Exhibit A-1** over which certain equipment and facilities will be allowed to ingress and egress in furtherance of the construction of the Waterline.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant**. Grantor does hereby grant, bargain, sell and convey unto Grantee, a temporary construction easement on, under, over and/or through that portion of the Property more particularly depicted on the attached **Exhibit A-1** ("**Temporary Construction Easement Area**") for the purposes of constructing the Waterline, including but not limited to, laydown, staging and storage area(s), together with the right for Grantee's agents, contractors, subcontractors, invitees and assigns on foot or with vehicles, carrying equipment and materials for the Waterline to traverse over the Temporary Construction Easement Area; and the right of ingress to and egress from the Temporary Construction Easement Area and over and along the Property. Grantee shall have the right and responsibility to clear and keep cleared from the Temporary Construction Easement Area trees, brush and undergrowth that interfere with Grantee's activities, Grantor's access and use of the area, or create a safety issue. Grantee shall be liable for damages caused solely by Grantee on the Temporary Construction Easement Area for failure to keep the Temporary Construction Easement Area clear of such trees, brush and undergrowth, in the exercise of its rights hereunder. Further, Grantee shall also enjoy rights of ingress and egress to and from the Temporary Construction

Easement Area and installations and the route or locations thereof on, over and across the Property by means of existing roads, lanes and/or off-road access.

2. **Maintenance & Use.** Grantee shall keep the Temporary Construction Easement Area in good condition and repair, excluding ordinary wear and tear and damage by the elements or by Grantor, or Grantor's employees, contractors, agents and/or invitees. Grantee shall not allow the Temporary Construction Easement Area to be used for any unlawful purpose, or for any other purpose which is unrelated to Section 1 above. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Construction Easement Area for the purposes granted herein.

3. **Term**. The term of this Agreement ("**Term**") shall commence on the Effective Date, and automatically expire on March 1, 2026, without the need for further action on the part of either Party. Should the construction and development be substantially completed or should the Temporary Construction Easement be abandoned or discontinued by the Grantee before the established period expires, the Temporary Construction Easement will automatically cease and be surrendered without the necessity of any further action by Grantor, and Grantee will no longer have any rights to the Temporary Construction Easement.

4. **Authority**. Grantor hereby represents and warrants to Grantee that Grantor owns the Property, including the Temporary Construction Easement Area, in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to Grantee.

5. **Damage**. Throughout the Term, except Section 1 above, Grantee will use commercially reasonable efforts to repair any damage to the Property, to the extent such damage is caused by Grantee or its contractors, subcontractors, suppliers, employees or agents.

6. **Removal & Restoration**. Upon termination of this Agreement, Grantee shall restore the Temporary Construction Easement Area to substantially the same physical condition that existed immediately before Grantee's use of the Temporary Construction Easement Area (except for any additional landscaping required pursuant to Resolution No. R- 504-15, only if applicable). Further, tree removal and mitigation will be performed in accordance with the conditions of certification PA-03-45G.

7. **Complete Agreement.** This Agreement represents the complete and integrated agreement of the **Parties** with respect to the subject matter herein and supersedes all prior oral or written agreements.

8. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. All legal matters arising out of, or in connection with, this Agreement shall be subject to venue in a court of competent jurisdiction within Miami-Dade County, Florida.

9. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same Agreement.

10. **Severability**. Should any provision of this Agreement be held, in a final, non-appealable decision by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties will negotiate in good faith to restore insofar as practicable the benefits to each party affected by such ruling.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

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

By:_____
Harvey Ruvin
Clerk of the Courts

By:_____
County Mayor

WITNESSED:

Grantee:

Florida Power & Light Company,
a Florida corporation

LaToya Reese
Printed Name: LaToya Reese

By: Matthew Barrows
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

Sara Sibson
Printed Name: Sara Sibson

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 28th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of CRE of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

LaToya Reese
NOTARY PUBLIC, STATE OF FLORIDA
Name Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

Sara Eganeta Diaz 12/5/22
Assistant County Attorney

EXHIBIT A

H8

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0030
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
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School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
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Regional			
Exemption Value	$30,250	$27,500	$25,000
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Benefit	Type	2022	2021	2020
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County	Exemption	$30,250	$27,500	$25,000

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Previous Sale	Price	OR Book-Page	Qualification Description
12/01/1975	$1	00000-00000	Sales which are disqualified as a result of examination of the deed
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Short Legal Description

29 56 40 5 AC
W1/2 OF NE1/4 OF NE1/4 OF NE1/4
A/K/A PARCEL 2
OR 13472-3088 1087 3

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Version:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION TEMPORARY EASEMENT (NE 1/4 SECTION 29-56-40)

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 08/23/2022

- (•) APPROVED
- ( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED
- ( ) DISPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design

Checked: SURVEY Reviewed: Jose B.

EXHIBITA-1

LEGAL DESCRIPTION:

The East 235.00 feet, of the West 300.50 feet, of the South 100.00 feet, of the North 233.00 feet, of the East One-half (East 1/2), of the East One-half (E 1/2), of the Northeast One-quarter (N.E. 1/4), of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida, LESS the external area of a circular curve, being concave to the Southeast, having a radius of 7.50 feet, being bound on the north and tangent to the South Line of the North 133.00 feet, of said East One-half (East1/2), of the East One-half (East1/2), of the Northeast One-quarter (N.E. 1/4), of Section 29, and being bound on the west and tangent to the East Line of the West 65.50 feet, of said East One-half (East1/2), of the East One-half (East1/2), of the Northeast One-quarter (N.E. 1/4), of Section 29.

Containing 23,490 square feet, more or less, by computations.

PARCEL H-8

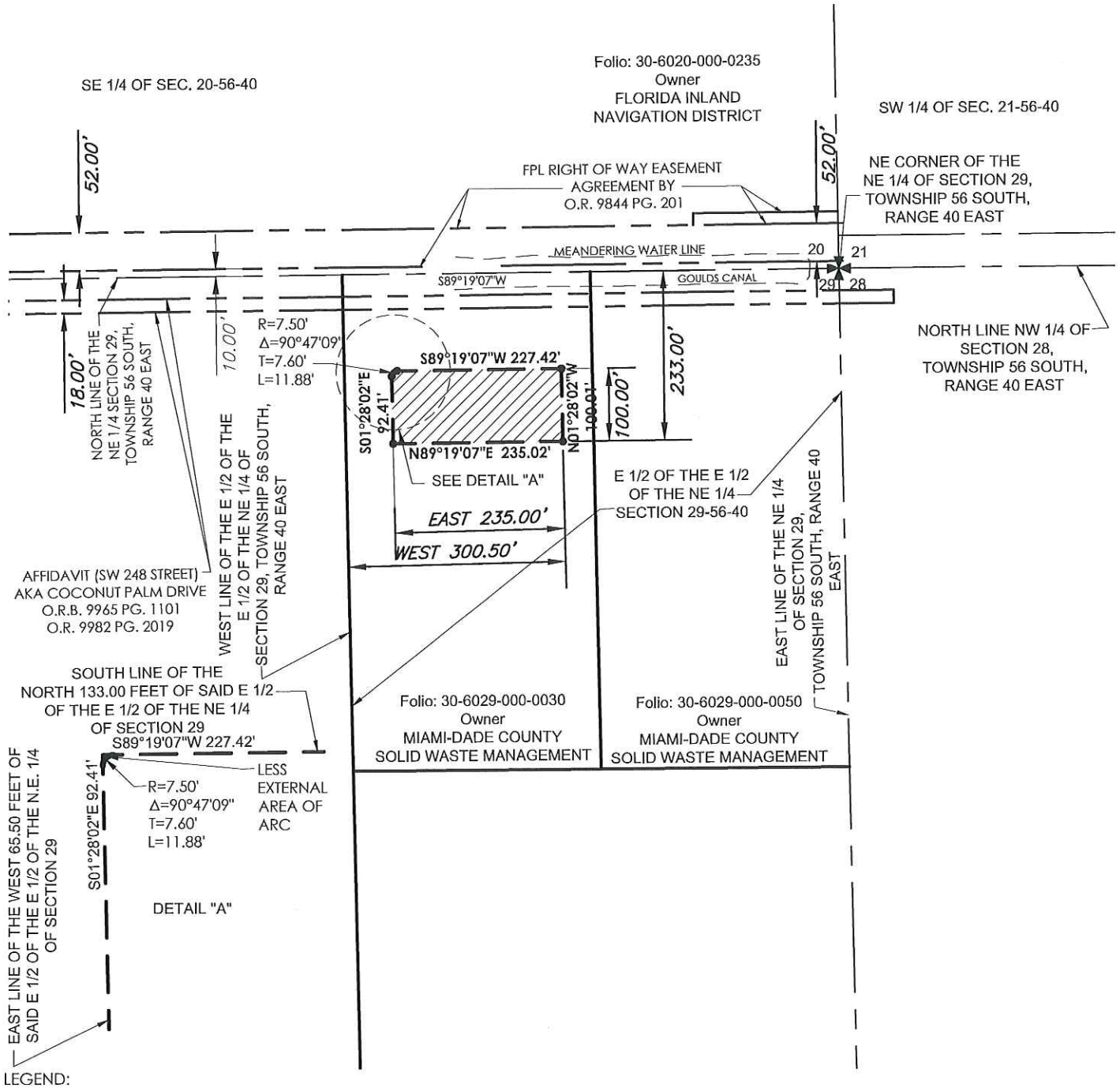
THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document consists of 3 pages and it is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
TEMPORARY EASEMENT (NE 1/4 SECTION 29-56-40)

0 100 200
SCALE
1" = 200'



LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
SEC. = SECTION

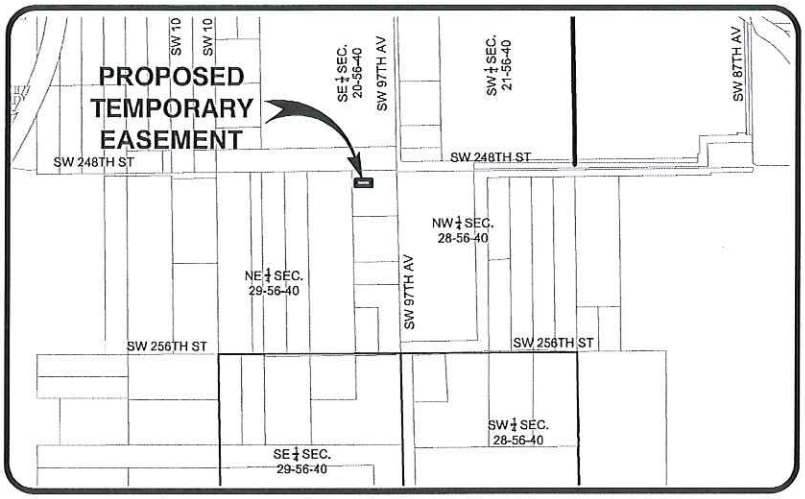
PARCEL H-8

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION
TEMPORARY EASEMENT (NE 1/4 SECTION 29-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 29, Township 56 South, Range 40 East

Bearings shown hereon are based upon the North Line of Northeast One-Quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of S 89°19'07" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.19 08:44:38 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No.6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

PARCEL H-8

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document consists of 3 pages and not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

ATTACHMENT I

AMENDMENT NUMBER TWO
TO
AGREEMENT FOR RECLAIMED WATER PROCESSING, TREATMENT AND USE AT THE FLORIDA POWER & LIGHT TURKEY POINT COMPLEX

THIS AMENDMENT NUMBER TWO is made and entered into the ___ day of _____, 2022, by and between Miami-Dade County, a political subdivision of the State of Florida (the "COUNTY"), and FLORIDA POWER & LIGHT COMPANY, a Florida corporation ("FPL," and collectively with the COUNTY, the "Parties").

W I T N E S S E T H

WHEREAS, on June 16, 2020, the Miami-Dade County Board of County Commissioners approved Resolution No. R-579-20, which authorized the County to enter into an Agreement with FPL for Reclaimed Water Processing, Treatment and Use at the Florida Power & Light Turkey Point Complex, as amended through the date hereof (the "Agreement"); and

WHEREAS, pursuant to Resolution No. R-579-20, on July 6, 2020, the County executed the Agreement; and

WHEREAS, the Parties have agreed to make some clarifying changes to the Agreement,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the COUNTY and FPL hereby agree to the following:

1. The AGREEMENT, and all of the terms, conditions, and warranties contained therein, are hereby reaffirmed and shall continue in full force and effect, except as specifically modified by this Amendment Number Two.

2. This Amendment Number Two shall be governed by Florida Law.

3. The Parties agree to modify Section 12.02 of the Agreement by deleting the current paragraph in its entirety and replacing it with the following:

   12.02 Limitation of Liability. To the fullest extent permitted by law, neither the County nor FPL, nor their respective officers, directors, agents, employees, members, parents, subsidiaries or affiliates, successors or assigns, or their respective officers, directors, agents, employees, members, parents, subsidiaries or affiliates, successors or assigns, shall be liable to the other Party or their respective officers, directors, agents, employees, members, parents, subsidiaries or affiliates, successors or assigns, for claims, suits, actions or causes of action that seek incidental, indirect, special, punitive, multiplied or consequential damages ("Special Damages"). Special Damages shall not be recoverable for claims, suits, actions or causes of action brought by either Party in connection with or resulting from performance or non-performance of this Agreement or for any actions undertaken in connection with or related to this Agreement. In particular, Special Damages shall not be recoverable for causes of action

between the Parties arising from breach of contract, tort (including negligence and misrepresentation), breach of warranty, strict liability, statute, or operation of law, under any indemnity provision or any other theory of recovery. If no remedy or measure of damages is expressly provided herein, the obligor's liability shall be limited to direct damages of up to One Million Dollars ($1,000,000) for each such breach, and such direct damages shall be the sole and exclusive measure of damages and all other remedies or damages at law or in equity are waived; provided, however, that this sentence shall not apply to limit the liability of a party whose actions giving rise to such liability constitute gross negligence or willful misconduct. The provisions of this Section 12.02 shall apply regardless of fault and shall survive termination, cancellation, suspension, completion, or expiration of this Agreement. Nothing contained in this agreement shall be deemed to be a waiver of a Party's right to seek injunctive relief.

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF the Parties hereto have executed this Amendment Number Two by their duly authorized officers on the date first written above.

ATTEST:

By:_____
Harvey Ruvin
Clerk of the Board

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

By:_____
County Mayor

Approved for Legal Sufficiency:

Sarah E. Gannet Davis 12/5/22
Assistant County Attorney

FLORIDA POWER & LIGHT COMPANY,
A Florida Corporation

By:_____
Eric Silagy
President & CEO
Florida Power & Light Company

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of OCTOBER, 2022, by ERIC SILAGY, as PRESIDENT + CEO of FLORIDA POWER + LIGHT, on behalf of the COMPANY.

[NOTARIAL SEAL]

ANGELA CHANCE
Commission # HH 272037
Expires June 5, 2026

Notary: Angela Chance
Print Name: ANGELA CHANCE
Notary Public, State of FLORIDA
My commission expires: JUNE 5, 2026

☒ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced_____

ATTACHMENT J

APPRAISAL REPORT

A 20,817 SQUARE FOOT UNDERGROUND EASEMENT
PARCEL C-3

LOCATED AT:

NORTHEAST CORNER OF S. W. 97TH AVENUE &
THEORETICAL S. W. 240TH STREET,
MIAMI-DADE COUNTY, FLORIDA

PREPARED FOR:

FLORIDA POWER & LIGHT COMPANY
4200 WEST FLAGLER STREET
MIAMI, FLORIDA 33134

AS OF:

SEPTEMBER 2, 2022

PREPARED BY:

QUINLIVAN APPRAISAL, P.A.
7300 NORTH KENDALL DRIVE- SUITE 530
MIAMI, FLORIDA 33156

QUINLIVAN APPRAISAL
A PROFESSIONAL ASSOCIATION
7300 NORTH KENDALL DRIVE, SUITE 530
MIAMI, FLORIDA 33156

Thomas F. Magenheimer, MAI
State Certified General Appraiser
RZ 553

Telephone (305) 663-6611
Fax (305) 670-4330
tmagmai@aol.com

November 2, 2022

Ignacio Sarmiento
Corporate Real Estate Manager
Florida Power & Light Company
4200 West Flagler Street
Miami, Florida 33134

Dear Mr. Sarmiento:

In accordance your request and authorization, I have prepared this Appraisal Report covering the following described property:

> A proposed 21,817 square foot permanent underground utility easement from a 29.54 acre parent tract, located at northeast corner of S. W. 97th Avenue and theoretical S. W. 240th Street, Miami-Dade County, Florida

The purpose of this Appraisal is to estimate the Market Value of the proposed easement, as of November 4, 2022, being one of the dates of personal inspection.

To the best of my knowledge, the opinions and conclusions were developed and this Appraisal Report was prepared in accordance with the standards and reporting requirements of the most current Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation. This appraisal is not based on any hypothetical conditions, extraordinary assumptions, limiting conditions or legal instructions.

The narrative Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth.

The parent tract is part of a county operated sewage treatment plant. As such, the parent tract has a land use designation for Institutions, Utilities and Communication by the county's Comprehensive Development Master Plan. The properties located adjacent to the west of the parent tract have land use designation for agricultural use. If the parent tract was not owned by the county and operated as sewage treatment plant, the most likely land use designation would be

for agricultural use. This appraisal is based on the hypothetical condition that the parent tract has a land use designation for agricultural use. If the hypothetical condition does not exist, the value conclusion may be different.

The parent tract of the proposed easement is a 29.54 acre parent tract. The proposed easement is an irregularly shaped portion of the parent tract. The proposed easement comprises 1.7% of the parent tract. The proposed easement is located in a portion of the site that is presently not utilized. The proposed easement area will have limited impact on the parent tract. Therefore, only an analysis of the easement area is prepared in order to estimate the value of the easement.

Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that, as of September 2, 2022, the Market Value of the proposed easement was:

FIFTY-TWO THOUSAND FOUR HUNDRED DOLLARS

$52,400

Respectfully submitted,

Thomas F. Magenheimer

Thomas F. Magenheimer, MAI
State-Certified General Appraiser
Certification Number: RZ 553

TFM/dm
(22-052_C3)

ATTACHMENT J

APPRAISAL REPORT

A 2.91 ACRE UNDERGROUND EASEMENT
PARCEL D-4

LOCATED AT:

SOUTHWEST CORNER OF S. W. 97TH AVENUE &
S. W. 248TH STREET,
MIAMI-DADE COUNTY, FLORIDA

PREPARED FOR:

FLORIDA POWER & LIGHT COMPANY
4200 WEST FLAGLER STREET
MIAMI, FLORIDA 33134

AS OF:

SEPTEMBER 2, 2022

PREPARED BY:

QUINLIVAN APPRAISAL, P.A.
7300 NORTH KENDALL DRIVE- SUITE 530
MIAMI, FLORIDA 33156

QUINLIVAN APPRAISAL
A PROFESSIONAL ASSOCIATION
7300 NORTH KENDALL DRIVE, SUITE 530
MIAMI, FLORIDA 33156

Thomas F. Magenheimer, MAI
State Certified General Appraiser
RZ 553

Telephone (305) 663-6611
Fax (305) 670-4330
tmagmai@aol.com

November 2, 2022

Ignacio Sarmiento
Corporate Real Estate Manager
Florida Power & Light Company
4200 West Flagler Street
Miami, Florida 33134

Dear Mr. Sarmiento:

In accordance your request and authorization, I have prepared this Appraisal Report covering the following described property:

> A proposed 2.913 acre permanent underground utility easement from a 40 acre parent tract, located at southwest corner of S. W. 97th Avenue and S. W. 248th Street, Miami-Dade County, Florida

The purpose of this Appraisal is to estimate the Market Value of the proposed easement, as of November 4, 2022, being one of the dates of personal inspection.

To the best of my knowledge, the opinions and conclusions were developed and this Appraisal Report was prepared in accordance with the standards and reporting requirements of the most current Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation. This appraisal is not based on any hypothetical conditions, extraordinary assumptions, limiting conditions or legal instructions.

The narrative Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth.

The parent tract is part of a county operated sanitary landfill site. As such, the parent tract has a land use designation for Institutions, Utilities and Communication by the county's Comprehensive Development Master Plan. The properties located adjacent to the west of the parent tract have land use designation for agricultural use. If the parent tract was not owned by the county and operated as sewage treatment plant, the most likely land use designation would be

for agricultural use. This appraisal is based on the hypothetical condition that the parent tract has a land use designation for agricultural use. If the hypothetical condition does not exist, the value conclusion may be different.

The parent tract of the proposed easement is a 40.0 acre parent tract. The proposed easement is an irregularly shaped portion of the parent tract. The proposed easement comprises 7% of the parent tract. The proposed easement is located in a portion of the site that is presently not utilized. The proposed easement area will have limited impact on the parent tract. Therefore, only an analysis of the easement area is prepared in order to estimate the value of the easement.

Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that, as of September 2, 2022, the Market Value of the proposed easement was:

THREE HUNDRED FOUR THOUSAND FIVE HUNDRED DOLLARS

$304,500

Respectfully submitted,

Thomas F. Magenheimer

Thomas F. Magenheimer, MAI
State-Certified General Appraiser
Certification Number: RZ 553

TFM/dm
(22-052_D4)

ATTACHMENT J

APPRAISAL REPORT

A 5,611 SQUARE FOOT ACCESS EASEMENT
PARCEL E-5

LOCATED AT:

SOUTHWEST CORNER OF S. W. 97TH AVENUE &
S. W. 248TH STREET,
MIAMI-DADE COUNTY, FLORIDA

PREPARED FOR:

FLORIDA POWER & LIGHT COMPANY
4200 WEST FLAGLER STREET
MIAMI, FLORIDA 33134

AS OF:

SEPTEMBER 2, 2022

PREPARED BY:

QUINLIVAN APPRAISAL, P.A.
7300 NORTH KENDALL DRIVE- SUITE 530
MIAMI, FLORIDA 33156

QUINLIVAN APPRAISAL
A PROFESSIONAL ASSOCIATION
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MIAMI, FLORIDA 33156

Thomas F. Magenheimer, MAI
State Certified General Appraiser
RZ 553

Telephone (305) 663-6611
Fax (305) 670-4330
tmagmai@aol.com

November 2, 2022

Ignacio Sarmiento
Corporate Real Estate Manager
Florida Power & Light Company
4200 West Flagler Street
Miami, Florida 33134

Dear Mr. Sarmiento:

In accordance your request and authorization, I have prepared this Appraisal Report covering the following described property:

> A proposed 5,611 square foot permanent access easement from a 40 acre parent tract, located at southwest corner of S. W. 97th Avenue and S. W. 248th Street, Miami-Dade County, Florida

The purpose of this Appraisal is to estimate the Market Value of the proposed easement, as of November 4, 2022, being one of the dates of personal inspection.

To the best of my knowledge, the opinions and conclusions were developed and this Appraisal Report was prepared in accordance with the standards and reporting requirements of the most current Uniform Standards of Professional Appraisal Practice (USPAP) adopted by the Appraisal Standards Board of the Appraisal Foundation. This appraisal is not based on any hypothetical conditions, extraordinary assumptions, limiting conditions or legal instructions.

The narrative Appraisal Report that follows sets forth the identification of the property, the assumptions and limiting conditions, pertinent facts about the area and the subject property, comparable data, the results of the investigations and analyses, and the reasoning leading to the conclusions set forth.

The parent tract is part of a county operated sanitary landfill site. As such, the parent tract has a land use designation for Institutions, Utilities and Communication by the county's Comprehensive Development Master Plan. The properties located adjacent to the west of the parent tract have land use designation for agricultural use. If the parent tract was not owned by the county and operated as sewage treatment plant, the most likely land use designation would be

for agricultural use. This appraisal is based on the hypothetical condition that the parent tract has a land use designation for agricultural use. If the hypothetical condition does not exist, the value conclusion may be different.

The parent tract of the proposed easement is a 40.0 acre parent tract. The proposed easement is an irregularly shaped portion of the parent tract. The proposed easement comprises of less 1% of the parent tract. The proposed easement is located in a portion of the site that is presently not utilized. The proposed easement area will have limited impact on the parent tract. Therefore, only an analysis of the easement area is prepared in order to estimate the value of the easement.

Based on the inspection of the property and the investigation and analyses undertaken, I have formed the opinion that, as of September 2, 2022, the Market Value of the proposed easement was:

THIRTEEN THOUSAND FIVE HUNDRED DOLLARS

$13,500

Respectfully submitted,

Thomas F. Magenheimer

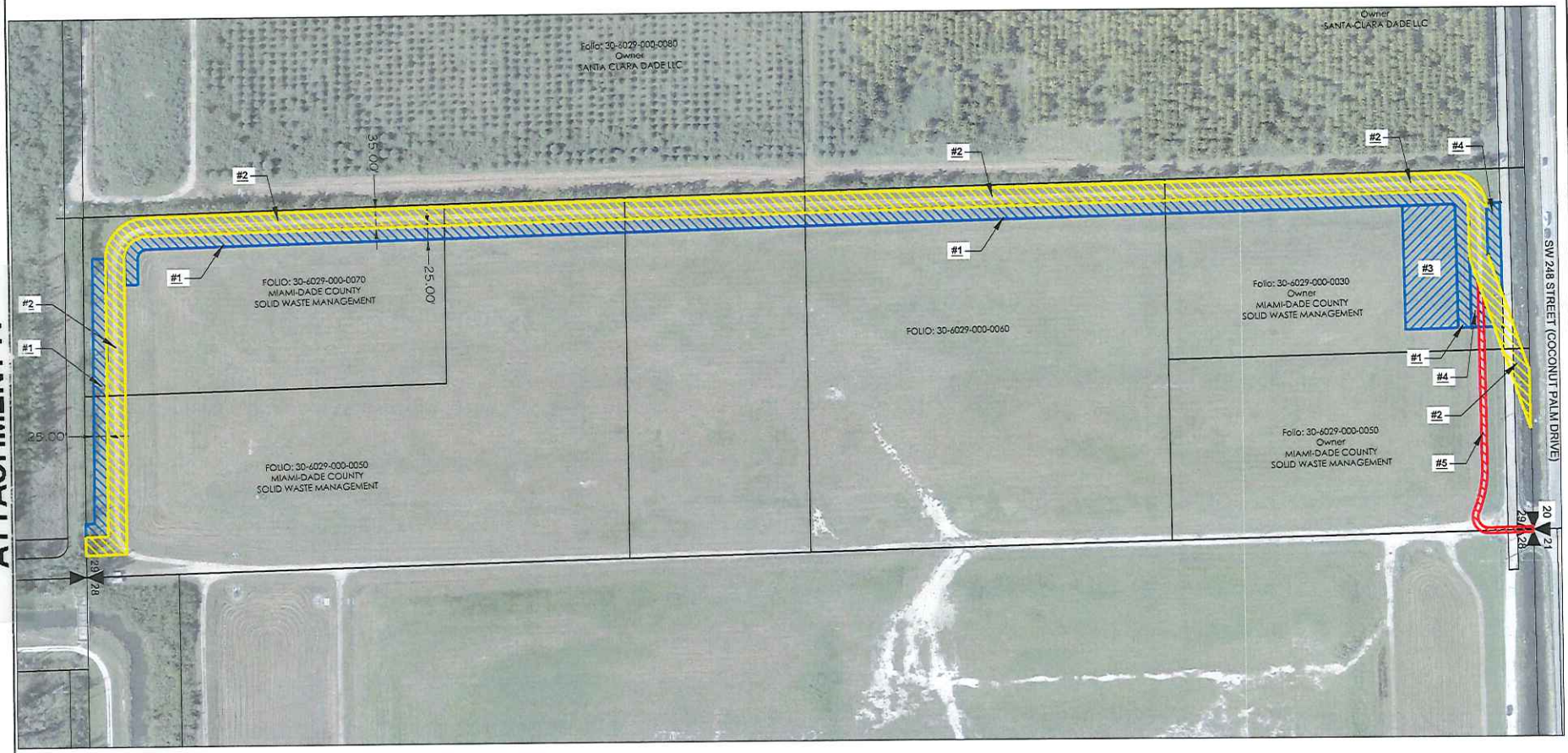
Thomas F. Magenheimer, MAI
State-Certified General Appraiser
Certification Number: RZ 553

TFM/dm
(22-052_E5)

ATTACHMENT K

FPL CWRC PROJECT - OVERVIEW DRAWINGS OF MIAMI-DADE COUNTY EASEMENTS

N
NOT TO SCALE



LEGEND FOR OVERALL EASEMENT DRAWING:

#1 E-6 DSWM OLD LANDFILL TEMPORARY CONSTRUCTION EASEMENT

#2 D-4 DSWM OLD LANDFILL PERMANENT EASEMENT

#3 H-8 DSWM OLD LANDFILL REMPOARY CONSTRUCTION EASEMENT

#4 G-7 DSWM OLD LANDFILL TEMPORARY CONSTRUCTION EASEMENT

#5 E-5 DSWM OLD LANDFILL PERMANENT ACCESS EASEMENT

LONGITUDE SURVEYORS
7769 NW 48th STREET
SUITE 375
DORAL, FLORIDA
33166
PH: (305) 463-0912
FAX: (305) 513-5680
FLORIDA CERTIFICATE OF AUTHORIZATION
LB 7335
WWW.LONGITUDESURVEYORS.COM

RECORD OF REVISION

No.	Date:	Description	By:

Project Name:
FLORIDA POWER & LIGHT
FPL CWRC PROJECT - OVERVIEW DRAWINGS OF MIAMI-DADE COUNTY EASEMENTS

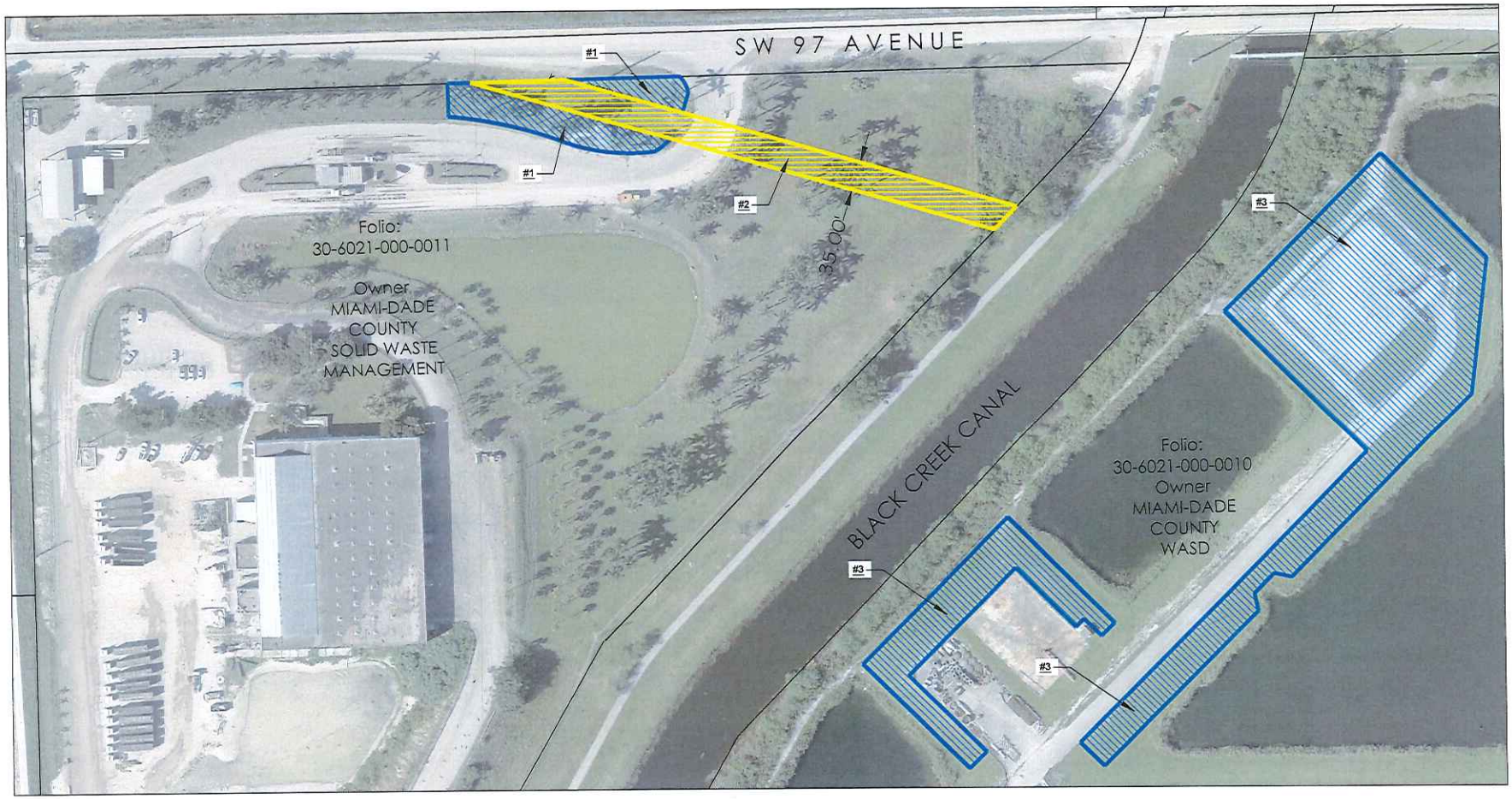
MDC089

Scale:	NOT TO SCALE
Drawn By:	DR
Checked By:	DR
Managed By:	DR
Drawing Date:	08-07-2022
Project No.:	14289.1.11

Sheet 1 of 2

FPL CWRC PROJECT - OVERVIEW DRAWINGS OF MIAMI-DADE COUNTY EASEMENTS

N
NOT TO SCALE



LEGEND FOR OVERALL EASEMENT DRAWING:

#1 B-2 DSWM NEW LANDFILL TEMPORARY EASEMENT

#2 C-3 DSWM NEW LANDFILL PERMANENT EASEMENT

#3 A-1 WASD TEMPORARY EASEMENT

LONGITUDE SURVEYORS
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FAX: (305) 513-5680
FLORIDA CERTIFICATE OF AUTHORIZATION
LB 7335
WWW.LONGITUDESURVEYORS.COM

RECORD OF REVISION

No.	Date:	Description	By:

Project Name:
FLORIDA POWER & LIGHT
FPL CWRC PROJECT - OVERVIEW DRAWINGS OF MIAMI-DADE COUNTY EASEMENTS

MDC090

Scale:	NOT TO SCALE
Drawn By:	DR
Checked By:	DR
Managed By:	DR
Drawing Date:	08-07-2022
Project NO.:	14289.1.11

Sheet 2 of 2

MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

_____ **6 weeks required between first reading and public hearing**

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

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Statement of social equity required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved Daniella Levine Cava Mayor

Veto _____

Override _____

Agenda Item No. 8(O)(2)
3-7-23

RESOLUTION NO. R-183-23

RESOLUTION APPROVING AMENDMENT NUMBER TWO TO THE AGREEMENT FOR RECLAIMED WATER PROCESSING, TREATMENT AND USE AT THE FLORIDA POWER & LIGHT TURKEY POINT COMPLEX BETWEEN MIAMI-DADE COUNTY AND FLORIDA POWER & LIGHT COMPANY; AUTHORIZING THE CONVEYANCE OF FIVE TEMPORARY CONSTRUCTION EASEMENTS AND THREE PERMANENT EASEMENTS NEEDED FOR THE CONSTRUCTION OF THE RECLAIMED WATER PIPELINE PROJECT FROM THE SOUTH DISTRICT WASTEWATER TREATMENT PLANT TO FLORIDA POWER & LIGHT COMPANY'S TURKEY POINT COMPLEX IN EXCHANGE FOR A TOTAL PAYMENT OF $880,400.00 FROM FLORIDA POWER & LIGHT COMPANY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENT NUMBER TWO TO THE AGREEMENT, THE FIVE TEMPORARY CONSTRUCTION EASEMENTS, AND THE THREE PERMANENT EASEMENTS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE SAME

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that this Board approves Amendment Number Two to the Agreement for Reclaimed Water Processing, Treatment and Use at the Florida Power & Light Turkey Point Complex between the County and Florida Power & Light Company ("FPL"), and authorizes the County Mayor or County Mayor's designee to execute Amendment Two, attached to the accompanying memorandum as Attachment "I"; to exercise any all rights conferred therein; and to take all actions necessary to effectuate the same.

The Board also authorizes the conveyance of five Temporary Construction Easements and three Permanent Easements to FPL that are needed for the construction of the reclaimed water pipeline project from the South District Wastewater Treatment Plant to FPL's facilities at the Turkey Point Complex. In exchange for the three Permanent Easements, FPL has agreed to pay the County: (1) $562.400.00 for the Reclaimed Waterline Permanent Easement C-3; (2) $304,500.00 for the Reclaimed Waterline Permanent Easement D-4; and (3) $13,500.00 for the Access Permanent Easement, for a total payment of $880,400.00. The Board authorizes the County Mayor or County Mayor's designee: to execute the five Temporary Construction Easements, attached to the accompanying memorandum as Attachments "A-1, B-2, E-6, G-7, H-8," and the three Permanent Easements, attached to the accompanying memorandum as Attachments "C-3, D-4, and E-5" to exercise all provisions contained therein; and to take all actions necessary to effectuate same.

Pursuant to Resolution No. R-974-09, this Board: (1) directs the County Mayor or County Mayor's designee to record the five temporary construction easements and the three Permanent Easements in the Public Records of Miami-Dade County, Florida, and to provide a recorded copy of the instruments to the Clerk of the Board within 30 days of recordation of all Easements, and (2) directs the Clerk of the Board to attach and permanently store recorded copies together with this Resolution.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez**, who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**absent**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. SED

Sarah E. Davis

CFN: 20230195445 BOOK 33634 PAGE 4896
DATE:03/23/2023 12:06:15 PM
DEED DOC 81.00
SURTAX 60.75
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

This instrument was prepared by and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio Nos.: 30-6028-000-0080; 30-6029-000-0050; 30-6029-000-0030 (E-5)

ACCESS EASEMENT

THIS ACCESS EASEMENT ("**Agreement**"), is executed effective this 16 day of March, 2023 ("**Effective Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notice purposes is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316 ("**Grantor**") and Florida Power & Light Company, a Florida corporation, whose address for notice purposes is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Grantee**"). **Grantor** and **Grantee** are sometimes referred to individually, as a "**Party**", and collectively, as "**Parties**".

1. Grant. Grantor, being the owner of the property located in _____ County, Florida, and more particularly described on **Exhibit A** (the "**Property**"), for and in consideration of THIRTEEN THOUSAND FIVE HUNDRED DOLLARS ($13,500.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to Grantee a non-exclusive Access Easement (the "**Easement**") in, on, over, under and across that portion of the Property depicted in **Exhibit A-1** attached hereto and made a part hereof (the "**Easement Area**"), for ingress and egress by Grantee, its agents, contractors, subcontractors, licensees, invitees, subsidiaries and affiliates.

2. No Interference.

(a) Grantee shall have the right, without duty to notify Grantor and compensation to Grantor, to clear the land, cut, prune and remove or otherwise dispose of any foliage or vegetation and keep the land clear of all obstructions on or near the Easement Area that Grantee deems a threat or potential threat to its rights under this Agreement. Grantor shall not grant or permit any person(s) claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion.

(b) Notwithstanding paragraphs 2(a) above and 7(b) below, by the execution and delivery hereof, Grantor so expressly agrees that no portion of the Easement Area shall be excavated, altered, obstructed, improved, surfaced or paved without the prior written permission of the Grantee, and no building, well, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said Easement Area by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor. Any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or as might cause a hazardous condition shall be a violation of this provision. However,

no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation and enjoyment of the Easement Area and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice.

3 Term. This Agreement shall be perpetual unless terminated in writing by Grantee and released of record by a Release of Easement recorded in the County where the Property is located.

4. Compliance. Grantee shall at all times observe in its use of the Easement Area all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations. The provisions hereof shall be governed by and construed in accordance with the laws of the State of Florida.

5. Successors & Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Miscellaneous.

(a) Exhibits. All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

(b) Reservation. Grantor hereby reserves all rights of ownership in and to the Easement Area which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over and/or across the Easement Area and the right to use the Easement Area for all uses not interfering or inconsistent with this Agreement in any material respect.

7. Amendments; Termination. Subject to the other provisions hereof, this Agreement may not be amended, modified or terminated except by written agreement executed by the parties hereto, or their successors and/or assigns. Further, no modification or amendment shall be effective unless in writing and recorded in the County where the Property is located.

8. Ownership. Grantor covenants that the undersigned Grantor is/are the fee simple owners of the subject land, more particularly described on Exhibit "A" attached hereto and made a part hereof, and further covenants that the subject land is free and clear of liens, encumbrances and third-party rights and/or claims of any kind.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

By: 3/16/2023
Luis G. Montaldo, Clerk Ad Interim for
Clerk of the Courts

WITNESSED:

Gene Spencer - e102883

Printed Name: LaToya Reese

Printed Name: Sara Sibson

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

By:
County Mayor
JIMMY MORALES
CHIEF OPERATIONS OFFICER
MIAMI-DADE COUNTY, FL

Grantee:

Florida Power & Light Company,
a Florida corporation

By:
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 29th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of Corporate Real Estate of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

Sarah Elizabeth Davis 12/5/22
Assistant County Attorney

Folio Nos.: 30-6028-000-0080;
30-6029-000-0050; 30-6029-000-0030

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 10/27/2022

Property Information	
Folio:	30-6028-000-0080
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	2,908,936.8 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$31,720	$31,720	$31,720
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$31,720	$31,720	$31,720
Assessed Value	$31,720	$31,720	$31,720

Benefits Information				
Benefit	Type	2022	2021	2020
County	Exemption	$31,720	$31,720	$31,720

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
28 56 40 66.78 AC M/L W1/2 OF NW1/4 LESS S & E175FT FOR LEVEE L-31E-3 & LESS N35FT R/W COURT CASE #91-56510

Taxable Value Information	2022	2021	2020
County			
Exemption Value	$31,720	$31,720	$31,720
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$31,720	$31,720	$31,720
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$31,720	$31,720	$31,720
Taxable Value	$0	$0	$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

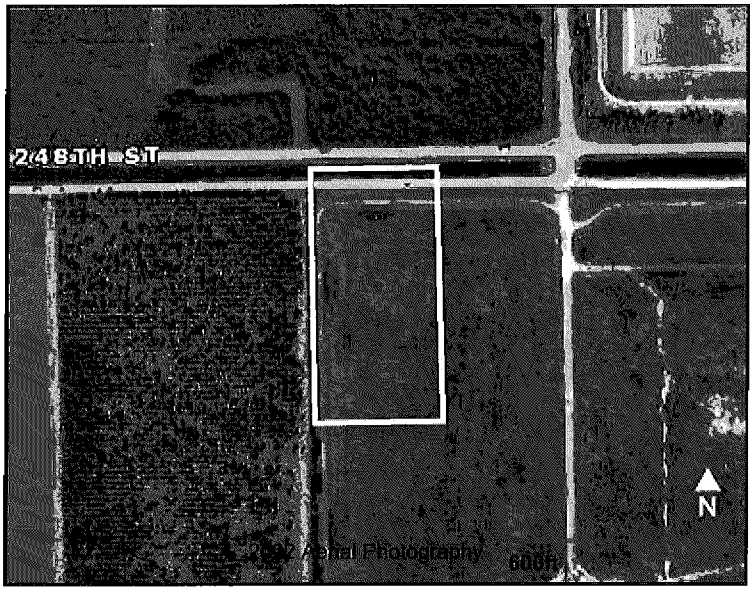
Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0030
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/1975	$1	00000-00000	Sales which are disqualified as a result of examination of the deed
08/01/1972	$22,500	00000-00000	Sales which are qualified

Short Legal Description

29 56 40 5 AC
W1/2 OF NE1/4 OF NE1/4 OF NE1/4
A/K/A PARCEL 2
OR 13472-3088 1087 3

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report E 5

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0050
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	653,400 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$127,500	$127,500	$75,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$127,500	$127,500	$75,000
Assessed Value	$90,750	$82,500	$75,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$90,750	$82,500	$75,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$127,500	$127,500	$75,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$90,750	$82,500	$75,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$36,750	$45,000	
County	Exemption	$90,750	$82,500	$75,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Sales which are qualified
09/01/1973	$216,000	00000-00000	Sales which are qualified

Short Legal Description
29 56 40 15 AC
E1/2 OF NE1/4 OF NE1/4 OF NE1/4 &
E1/2 OF SE1/4 OF SE1/4 OF NE1/4 &
S1/2 OF NE1/4 OF SE1/4 OF NE1/4
A/K/A PORT OF PARCEL 1

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
10 FOOT PERMANENT EASEMENT
(NE 1/4 SECTION 29-56-40 & NW 1/4 SECTION 28-56-40)

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 02/03/2022

(•) APPROVED

( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

( ) DISAPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

EXHIBITA-1

LEGAL DESCRIPTION:

A strip of land being a portion of the Northwest One-quarter (N.W. 1/4) of Section 28, and the East One-half (East 1/2), East One-half (East 1/2) of the Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East Miami-Dade County, Florida, and also being 10.00 feet in width and centered 5.00 feet on each side of the following described centerline:

BEGINNING at the Northeast Corner of said Northeast One-quarter (N.E. 1/4) of Section 29; thence S 01°24'23" E, along the East Line of said East One-half (East 1/2), East One-half (East 1/2) of the Northeast One-quarter (N.E. 1/4) of Section 29, for a distance of 83.53 feet, to the point of curvature with a circular curve, concave to the Northwest, and having a radius of 25.00 feet; thence Southerly, Southwesterly, Westerly and Northwesterly along said curve to the right, through a central angle of 114°25'53", for an arc distance of 49.93 feet, to the point of reverse curvature with a circular curve, concave to the Southwest, bearing N 23°01'30" E from its center, and having a radius of 213.06 feet; thence Northwesterly and Westerly along said curve to the left, through a central angle of 22°18'40", for an arc distance of 82.96 feet, to a point of tangency thence S 89°17'10" W a distance of 344.71 feet to the point of intersection with the East Line of the West 225.59 feet, of the East One-half (East 1/2), of the East One-half (East 1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29, said point of intersection is the POINT OF TERMINATION.

The sides of the previously mentioned strip are lengthened and shortened as necessary, to intersect with the North Line of said Northwest One-quarter (N.W. 1/4) of Section 28, and the North line of said Northeast One-quarter (N.E. 1/4) of Section 29, and the East line of said West 225.59 feet of the East One-half (East 1/2) of the East One-half (East 1/2) of said Northeast One-quarter (N.E. 1/4) of Section 29.

Containing 5,611 square feet, more or less, by computations.

PARCEL E-5

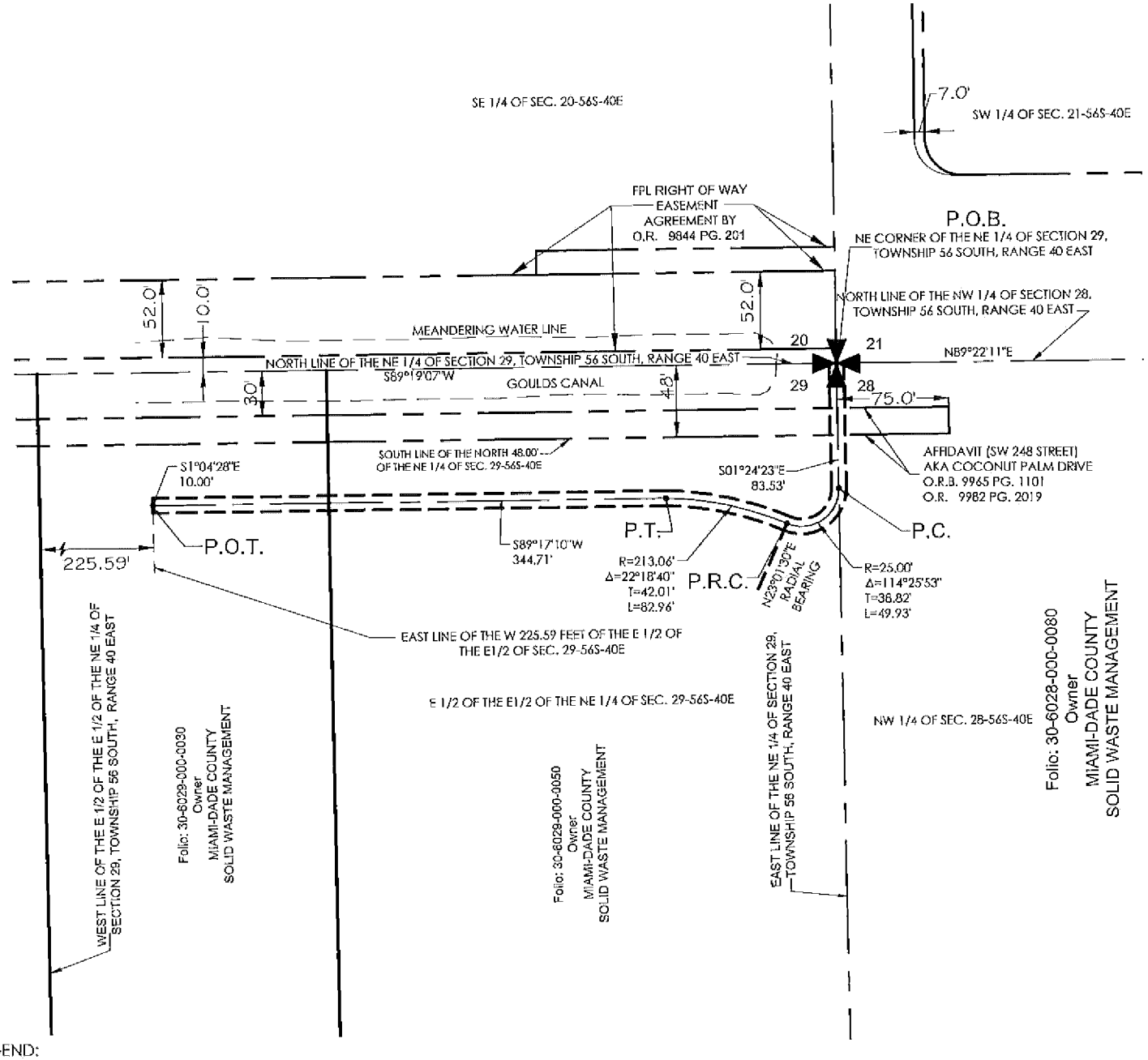
THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
10 FOOT PERMANENT EASEMENT
(NE 1/4 SECTION 29-56-40 & NW 1/4 SECTION 28-56-40)

0 50 100
SCALE
1" = 100'



LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
P.T. = POINT OF TANGENCY
P.R.C.= POINT OF REVERSE CURVATURE
P.C. = POINT OF CURVATURE
P.O.B.= POINT OF BEGINNING
SEC. = SECTION

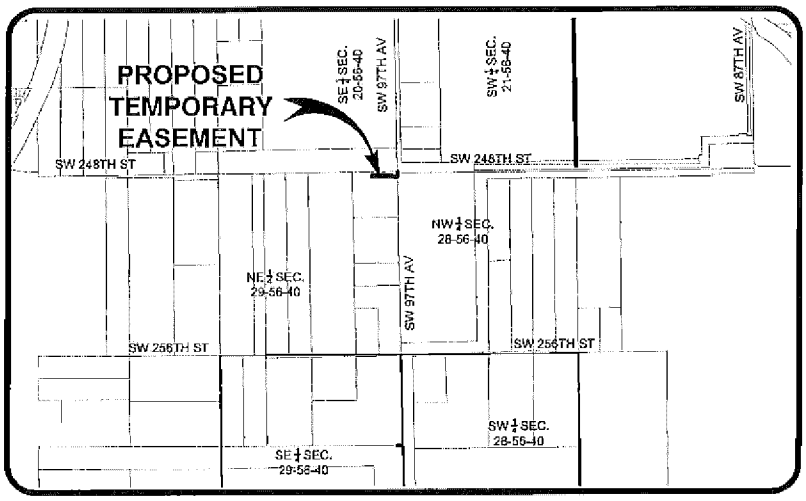
NOTICE: This document is not valid, full and complete without all pages.

PARCEL E-5

THIS IS NOT A BOUNDARY SURVEY

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
10 FOOT PERMANENT EASEMENT
(NE 1/4 SECTION 29-56-40 & NW 1/4 SECTION 28-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 29, Township 56 South, Range 40 East

Bearings shown hereon are based upon the North line of Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of S 89°19'07" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.31 08:27:24 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No. 6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

PARCEL E-5

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

CFN: 20230195376 BOOK 33634 PAGE 4718
DATE:03/23/2023 11:56:58 AM
DEED DOC 0.60
SURTAX 0.45
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio: 30-6021-000-0010 (A-1)

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Agreement**"), is executed effective this 16 day of March, 20 23 ("**Effective Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notice purposes is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316, ("**Grantor**") and Florida Power & Light Company, a Florida corporation, whose address for notice purposes is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Grantee**"). **Grantor** and **Grantee** are sometimes referred to individually, as a "**Party**", and collectively, as "**Parties**".

PREMISES

A. **Grantor** is the owner of a certain tract of real property located in Miami-Dade County, Florida and more particularly described on the attached **Exhibit A** ("**Property**"); and

B. **Grantee** intends to develop a reclaimed waterline together with appurtenant facilities in the State of Florida (collectively, the "**Waterline**"); and

C. **Grantor** desires to grant and convey to **Grantee** a temporary construction easement for (i) the construction of delivery point equipment which generally includes, but is not limited to above and below ground piping, valves, fittings, monitoring equipment, electrical equipment, and control facilities ("**Delivery Point Equipment**") on, under, over and/or through the parcel of land located in the northwestern area depicted on **Exhibit A-1** and (ii) construction lay down on, over and/or through the parcel of land located in the southeastern area depicted on **Exhibit A-1** and ingress and egress in furtherance of the construction of the **Waterline**.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the **Parties** hereto agree as follows:

1. **Grant**. **Grantor** does hereby grant, bargain, sell and convey unto **Grantee**, a temporary construction easement on, under, over and/or through that portion of the Property more particularly depicted on the attached **Exhibit A-1** ("**Temporary Construction Easement Area**") for the purposes of constructing the Delivery Point Equipment necessary for the construction of the Waterline and construction laydown, together with the right for **Grantee's** agents, contractors, subcontractors, invitees and assigns on foot or with vehicles, carrying equipment and materials for the **Waterline** to traverse over the Temporary Construction Easement Area; and the right of ingress to and egress from the Temporary Construction Easement Area and over and along the Property. **Grantee** shall have the right to partially remove and later restore the underground injection control well pad ("IW-12") for installation of Delivery Point Equipment; the containment function of the well pad will be preserved throughout construction. **Grantee** shall have the right

and responsibility to clear and keep cleared from the Temporary Construction Easement Area trees, brush and undergrowth that interfere with Grantee's activities, Grantor's access and use of the area, or create a safety issue. **Grantee** shall be liable for damages caused solely by Grantee on the Temporary Construction Easement Area for failure to keep the Temporary Construction Easement Area clear of such trees, brush and undergrowth, in the exercise of its rights hereunder. Further, **Grantee** shall also enjoy rights of ingress and egress to and from the Temporary Construction Easement Area and installations and the route or locations thereof on, over and across the Property by means of existing roads, lanes and/or off-road access.

2. **Maintenance & Use.** **Grantee** shall keep the Temporary Construction Easement Area in good condition and repair, excluding ordinary wear and tear and damage by the elements or by **Grantor**, or **Grantor's** employees, contractors, agents and/or invitees. **Grantee** shall not allow the Temporary Construction Easement Area to be used for any unlawful purpose, or for any other purpose which is unrelated to Section 1 above. **Grantee** shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Construction Easement Area for the purposes granted herein.

3. **Term**. The term of this Agreement ("**Term**") shall commence on the Effective Date, and automatically expire on March 1, 2026, without the need for further action on the part of either Party. Should the construction and development be substantially completed or should the Temporary Construction Easement be abandoned or discontinued by the **Grantee** before the established period expires, the Temporary Construction Easement will automatically cease and be surrendered without the necessity of any further action by **Grantor** and **Grantee** will no longer have any rights to the Temporary Construction Easement.

4. **Authority**. **Grantor** hereby represents and warrants to **Grantee** that **Grantor** owns the Property including the Temporary Construction Easement Area in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to **Grantee**.

5. **Damage**. Throughout the **Term**, except Section 1 above, **Grantee** will use commercially reasonable efforts to repair any damage to the Property, to the extent such damage is caused by **Grantee** or its contractors, subcontractors, suppliers, employees or agents.

6. **Removal & Restoration**. Upon termination of this Agreement, **Grantee** shall restore the Temporary Construction Easement Area to substantially the same physical condition that existed immediately before **Grantee's** use of the Temporary Construction Easement Area (except for the Delivery Point Equipment and replanting any trees, brush or undergrowth that is cleared pursuant to this Agreement, or any additional landscaping required pursuant to Resolution No. R- 504-15, only if applicable).

7. **Complete Agreement.** This Agreement represents the complete and integrated agreement of the **Parties** with respect to the subject matter herein and supersedes all prior oral or written agreements.

8. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. All legal matters arising out of, or in

connection with this Agreement shall be subject to a court of competent jurisdiction within Miami-Dade County, Florida.

9. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same Agreement.

10. **Severability**. Should any provision of this Agreement be held, in a final, non-appealable decision by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties will negotiate in good faith to restore insofar as practicable the benefits to each party affected by such ruling.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

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

By: 3/16/2023 fa
Luis G. Montaldo, Clerk Ad Interim
Clerk of the Courts

By: _____
County Mayor
JIMMY MORALES
CHIEF OPERATIONS OFFICER
MIAMI-DADE COUNTY, FL

WITNESSED:

Gene Spencer - e102883

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

LaToya Reese
Printed Name: LaToya Reese

Printed Name: Sara Sibson

Grantee:

Florida Power & Light Company,
a Florida corporation

By: _____
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 28th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of CRE of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

LaToya Reese
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

Sarah Shaveen Davis 12/15/22
Assistant County Attorney

EXHIBITA

CFN: 20230195376 BOOK 33634 PAGE 4722

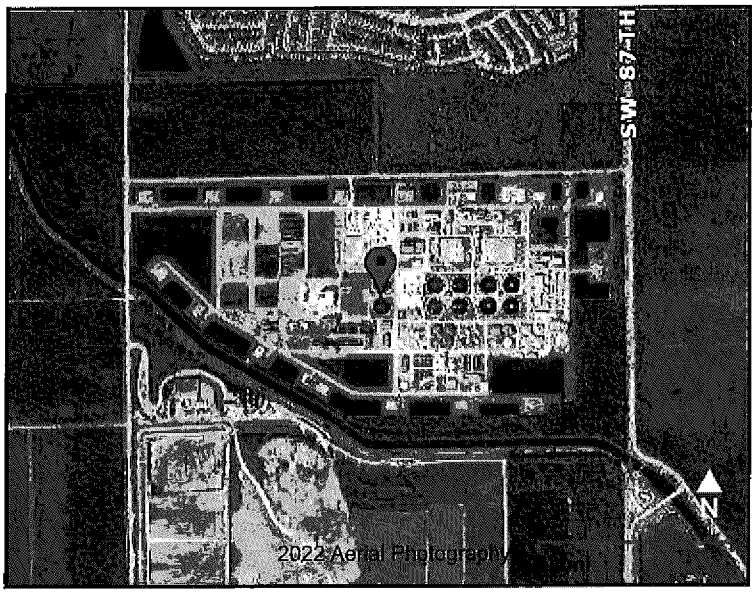
OFFICE OF THE PROPERTY APPRAISER

Summary Report

A1

Generated On : 11/29/2022

Property Information	
Folio:	30-6021-000-0010
Property Address:	23300 SW 88 AVE Miami, FL 33032-0000
Owner	MIAMI-DADE COUNTY WASD
Mailing Address	3071 SW 38 AVE MIAMI, FL 33146-1520
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	507,009 Sq.Ft
Living Area	Sq.Ft
Adjusted Area	494,618 Sq.Ft
Lot Size	12,113,165 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2022	2021	2020
Land Value	$9,206,005	$9,206,005	$9,206,005
Building Value	$20,336,445	$17,294,723	$17,535,576
XF Value	$2,029,407	$1,525,252	$1,543,659
Market Value	$31,571,857	$28,025,980	$28,285,240
Assessed Value	$31,571,857	$28,025,980	$28,285,240

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$31,571,857	$28,025,980	$28,285,240
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$31,571,857	$28,025,980	$28,285,240
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$31,571,857	$28,025,980	$28,285,240
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
County	Exemption	$31,571,857	$28,025,980	$28,285,240

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/01/1976	$2,753,500	00000-00000	Sales which are disqualified as a result of examination of the deed

Short Legal Description
21 56 40 278.08 AC M/L LESS THAT PORT LYG SWLY OF SWLY R/W/L OF BLACK CREEK CANAL & LESS THAT PORT LYG WITHIN W35FT OF N700FT OF S1900FT

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
SDWWTP TEMPORARY EASEMENT(NW 1/4 SEC. 21-56-40) (A-1)

EXHIBITA-1

APPROVED

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

by Jose B. at 05/03/2022

LEGAL DESCRIPTION:

A parcel of land being a portion of the Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest Corner of said Northwest One-quarter (N.W. 1/4) of Section 21; thence S 01°16'52" E, along the West Line of said Northwest One-quarter (N.W. 1/4) of Section 21, for a distance of 978.26 feet; thence N 88°43'08" E, a distance of 174.81 feet, to the POINT OF BEGINNING No. 1, and said point also being REFERENCE POINT "A"; thence N 45°02'19" E, a distance of 182.89 feet; thence S 83°08'57" E, a distance of 170.27 feet; thence S 45°00'05" E, a distance of 316.86 feet; thence S 11°57'57" W, a distance of 22.40 feet; thence S 45°00'05" E, a distance of 34.54 feet; thence N 78°01'53" E, a distance of 22.40 feet; thence S 45°00'05" E, a distance of 271.34 feet; thence S 45°02'23" W, a distance of 41.77 feet; thence N 45°00'05" W, a distance of 505.18 feet; thence S 45°02'19" W, a distance of 246.30 feet; thence N 44°59'59" W, a distance of 275.82 feet, to the POINT OF BEGINNING No.1.

Containing 2.1268 acres (92,643 square feet), more or less, by computations.

TOGETHER WITH:

A parcel of land being a portion of the Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the aforesaid REFERENCE POINT "A"; thence S 43°54'21" E, a distance of 644.82 feet, to the POINT OF BEGINNING No.2 ; thence N 45°02'17" E, a distance of 184.63 feet; thence S 45°00'05" E, a distance of 23.24 feet; thence S 45°02'17" W, a distance of 30.39 feet; thence S 45°00'05" E, a distance of 14.27 feet; thence S 45°02'17" W, a distance of 103.93 feet; thence S 45°00'05" E, a distance of 188.16 feet; thence N 45°02'17" E, a distance of 134.32 feet; thence S 45°00'05" E, a distance of 29.60 feet; thence S 45°02'17" W, a distance of 184.63 feet; thence N 45°00'05" W, a distance of 255.27 feet, to the POINT OF BEGINNING No.2.

Containing 21,424 square feet (0.4918 acres), more or less, by computations.

Containing a net aggregate area of 2.6186 acres (114,066 square feet), more or less, by computations.

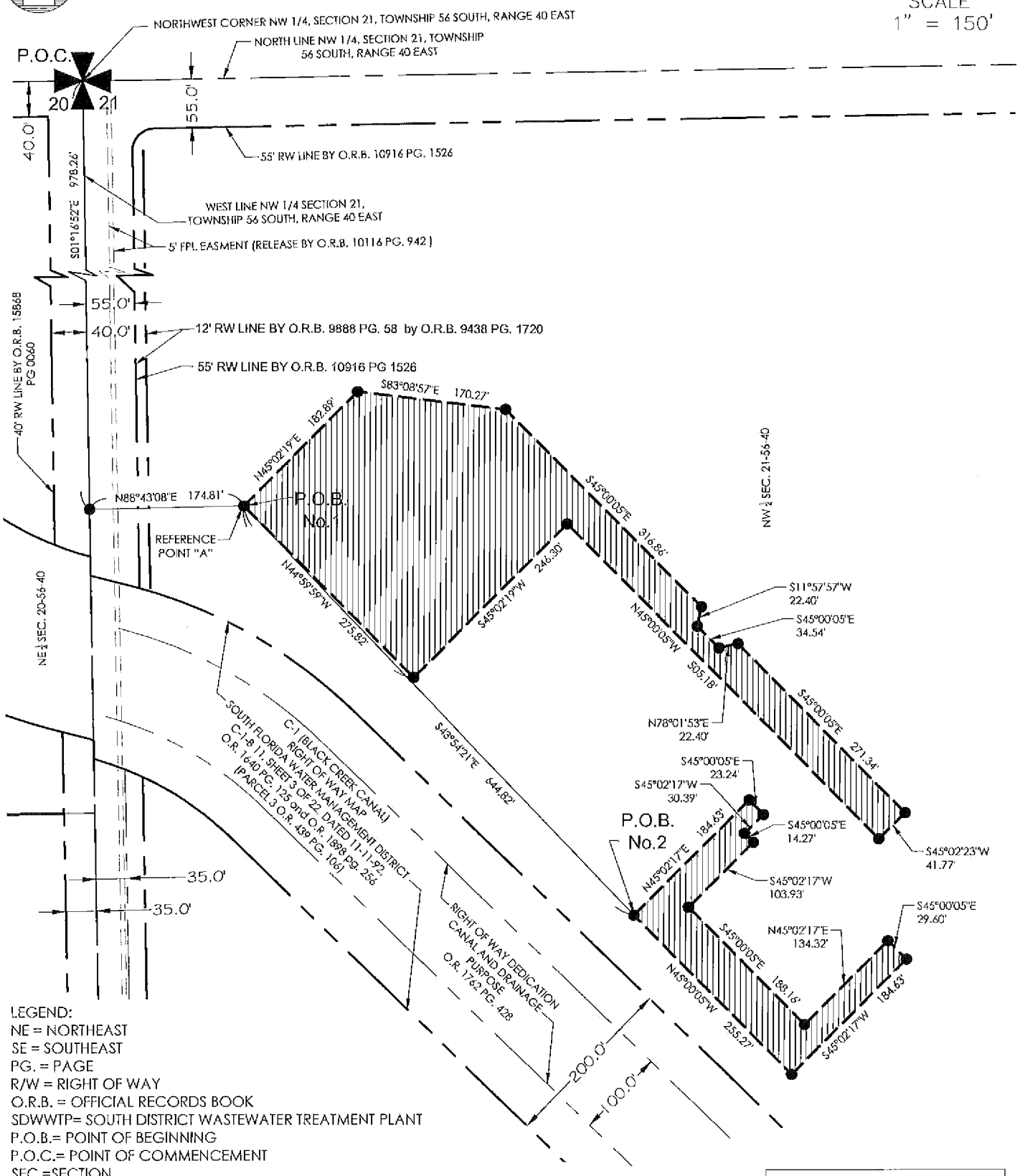
THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
SDWWTP TEMPORARY EASEMENT(NW 1/4 SEC. 21-56-40)

0 75 150
SCALE
1" = 150'



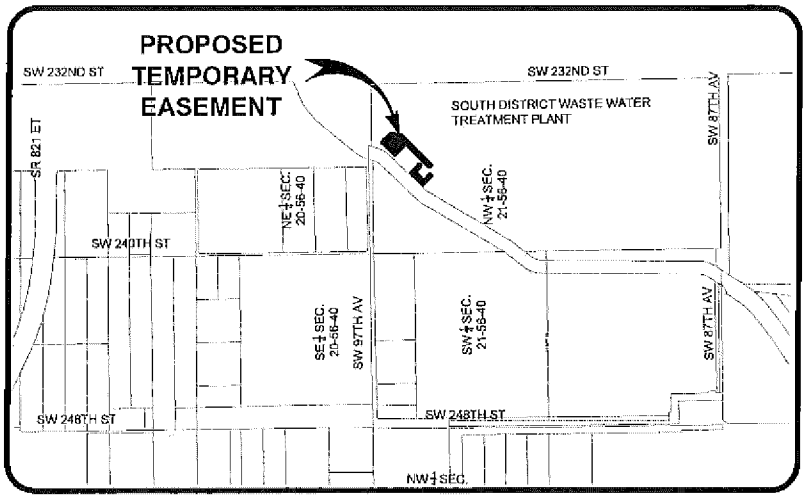
LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
SDWWTP= SOUTH DISTRICT WASTEWATER TREATMENT PLANT
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT
SEC.=SECTION

THIS IS NOT A BOUNDARY SURVEY

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION
SDWWTP TEMPORARY EASEMENT(NW 1/4 SEC. 21-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 21, Township 56 South, Range 40 East
2.) Sketch by the Client received October 15, 2021.
3.) Official Records Book 9438 at Page 172 of the Public Records of Miami-Dade County, Florida.

Bearings shown hereon are based upon the West Line of Northwest One-Quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of S 01°16'52" E, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335
This item has been digitally signed:

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.05.19 16:16:53 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

NOTICE: Printed copies of this document are not considered signed and sealed and the signature must be verified on the electronic copies. The above named Professional Surveyor & Mapper shall be responsible for the following sheets in accordance with Rule 5J -17, F.A.C.

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

CFN: 20230195416 BOOK 33634 PAGE 4817
DATE:03/23/2023 12:03:33 PM
DEED DOC 0.60
SURTAX 0.45
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio No. 30-6021-000-0011 (B-2)

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Agreement**"), is executed effective this 16 day of March, 2023 ("**Effective Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notice purposes is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316 ("**Grantor**") and Florida Power & Light Company, a Florida corporation, whose address for notice purposes is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Grantee**"). Grantor and Grantee are sometimes referred to individually, as a "**Party**", and collectively, as "**Parties**".

PREMISES

A. Grantor is the owner of a certain tract of real property located in Miami-Dade County, Florida and more particularly described on the attached **Exhibit A** ("**Property**"); and

B. Grantee intends to develop a reclaimed waterline together with appurtenant facilities in the State of Florida (collectively, the "**Waterline**"); and

C. Grantor desires to grant and convey to Grantee a temporary construction easement over that portion of the Property depicted on **Exhibit A-1** over which certain equipment and facilities will be allowed to ingress and egress in furtherance of the construction of the Waterline.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant**. Grantor does hereby grant, bargain, sell and convey unto Grantee, a temporary construction easement on, under, over and/or through that portion of the Property more particularly depicted on the attached **Exhibit A-1** ("**Temporary Construction Easement Area**") for the purposes of constructing the Waterline, including but not limited to, laydown, staging and storage area(s), together with the right for Grantee's agents, contractors, subcontractors, invitees and assigns on foot or with vehicles, carrying equipment and materials for the Waterline to traverse over the Temporary Construction Easement Area; and the right of ingress to and egress from the Temporary Construction Easement Area and over and along the Property. Grantee shall have the right and responsibility to clear and keep cleared from the Temporary Construction Easement Area trees, brush and undergrowth that interfere with Grantee's activities, Grantor's access and use of the area, or create a safety issue. Grantee shall be liable for damages caused solely by Grantee on the Temporary Construction Easement Area for failure to keep the Temporary Construction Easement Area clear of such trees, brush and undergrowth, in the exercise of its rights hereunder. Further, Grantee shall also enjoy rights of ingress and egress to and from the Temporary Construction

Easement Area and installations and the route or locations thereof on, over and across the Property by means of existing roads, lanes and/or off-road access.

2. **Maintenance & Use.** Grantee shall keep the Temporary Construction Easement Area in good condition and repair, excluding ordinary wear and tear and damage by the elements or by Grantor, or Grantor's employees, contractors, agents and/or invitees. Grantee shall not allow the Temporary Construction Easement Area to be used for any unlawful purpose, or for any other purpose which is unrelated to Section 1 above. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Construction Easement Area for the purposes granted herein.

3. **Term**. The term of this Agreement ("**Term**") shall commence on the Effective Date, and automatically expire on March 1, 2026, without the need for further action on the part of either Party. Should the construction and development be substantially completed or should the Temporary Construction Easement be abandoned or discontinued by the Grantee before the established period expires, the Temporary Construction Easement will automatically cease and be surrendered without the necessity of any further action by Grantor, and Grantee will no longer have any rights to the Temporary Construction Easement.

4. **Authority**. Grantor hereby represents and warrants to Grantee that Grantor owns the Property, including the Temporary Construction Easement Area, in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to Grantee.

5. **Damage**. Throughout the Term, except Section 1 above, Grantee will use commercially reasonable efforts to repair any damage to the Property, to the extent such damage is caused by Grantee or its contractors, subcontractors, suppliers, employees or agents.

6. **Removal & Restoration**. Upon termination of this Agreement, Grantee shall restore the Temporary Construction Easement Area to substantially the same physical condition that existed immediately before Grantee's use of the Temporary Construction Easement Area (except for any additional landscaping required pursuant to Resolution No. R- 504-15, only if applicable). Further, tree removal and mitigation will be performed in accordance with the conditions of certification PA-03-45G.

7. **Complete Agreement.** This Agreement represents the complete and integrated agreement of the **Parties** with respect to the subject matter herein and supersedes all prior oral or written agreements.

8. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. All legal matters arising out of, or in connection with, this Agreement shall be subject to venue in a court of competent jurisdiction within Miami-Dade County, Florida.

9. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same Agreement.

10. **Severability**. Should any provision of this Agreement be held, in a final, non-appealable decision by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties will negotiate in good faith to restore insofar as practicable the benefits to each party affected by such ruling.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

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

By: 3/16/2023
Luis G. Montaldo, Clerk Ad Interim
Clerk of the Courts

By: _____ for County Mayor
JIMMY MORALES
CHIEF OPERATIONS OFFICER
MIAMI-DADE COUNTY, FL

WITNESSED:

Gene Spencer - e102883

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

Grantee:

Florida Power & Light Company,
a Florida corporation

LaToya Reese
Printed Name: LaToya Reese

By: _____
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

Sara Sibson
Printed Name: Sara Sibson

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 28th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of CRE of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

LaToya Reese
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

Sarah Elaine Davis 12/5/22
Assistant County Attorney

Exhibit A
B-2

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/7/2022

Property Information	
Folio:	30-6021-000-0011
Property Address:	23707 SW 97 AVE Miami, FL 33032-0000
Owner	MIAMI DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	3
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	72,240 Sq.Ft
Lot Size	1,286,762 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2022	2021	2020
Land Value	$1,222,424	$1,222,424	$1,222,424
Building Value	$2,300,195	$2,027,095	$2,057,697
XF Value	$796,401	$806,593	$816,650
Market Value	$4,319,020	$4,056,112	$4,096,771
Assessed Value	$4,319,020	$4,056,112	$4,096,771

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$4,319,020	$4,056,112	$4,096,771
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$4,319,020	$4,056,112	$4,096,771
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$4,319,020	$4,056,112	$4,096,771
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
County	Exemption	$4,319,020	$4,056,112	$4,096,771

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/24/1979	$0	10503-1024	Sales which are disqualified as a result of examination of the deed

Short Legal Description
21 56 40 29.54 AC M/L
THAT PORT OF NW1/4 OF SEC 21
LYG SWLY OF SWLY R/W/L OF BLACK
CREEK CANAL LESS THAT PORT LYG
WITHIN W35FT OF N700FT OF S1900FT

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Version:

SKETCH TO ACCOMPANY LEGAL DESCR
MDSWMD TEMPORARY EASEMEN
(NW 1/4 SECTION 21-56-40)

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 08/15/2022

(•) APPROVED

( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

( ) DISPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

EXHIBIT A-1

LEGAL DESCRIPTION:

A parcel of land being a portion of the Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Southwest Corner of said Northwest One-quarter (N.W. 1/4) of Section 21; thence N 01°16'52" W, along the West Line of said Northwest One-quarter (N.W. 1/4) of Section 21, for a distance of 549.95 feet; thence N 88°43'08" E, a distance of 55.00 feet, to the point of intersection with the Easterly Right of Way Line of SW 97 Avenue, said point of intersection being POINT OF BEGINNING No.1, and REFERENCE POINT "A"; thence N 16°08'39" E, a distance of 255.12 feet to the point of intersection with a non-tangent circular curve, concave to the Southwest, and having a radius of 66.93 feet; thence from a radial bearing of N 39°50'26" E from the center of said curve, run Southeasterly and Southerly along said curve to the right, through a central angle of 21°27'48", for an arc distance of 25.07 feet to the point of intersection with a non-tangent circular curve concave to the West, and having a radius of 242.86 feet; thence from a radial bearing of N 82°59'38" E from the center of said curve, run Southerly and Southwesterly along said curve to the right, through a central angle of 28°49'07", for an arc distance of 122.15 feet, to the point of intersection with a non-tangent circular curve, concave to the Southeast, and having a radius of 515.34 feet; thence from a radial bearing of N 69°49'39" W from the center of said curve, run Southwesterly and Southerly along said curve to the left, through a central angle of 15°14'03", for an arc distance of 137.02 feet to the point of intersection with a non-tangent line; thence S 88°43'08" W, along said non-tangent line, a distance of 40.87 feet, to the point of intersection with the aforementioned Easterly Right of Way Line of SW 97 Avenue; thence N 01°16'52" W, along the previously described line, a distance of 28.33 feet, to the POINT OF BEGINNING No.1.

Containing 10,040 square feet, more or less, by computations.

TOGETHER WITH:

A parcel of land being a portion of the Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the aforesaid REFERENCE POINT "A"; thence N 01°16'52" W, along said Easterly Right of Way Line of SW 97 Avenue, a distance of 116.88 feet, to the POINT OF BEGINNING No.2; thence continue N 01°16'52" W, along the previously described line, a distance of 140.44 feet, to the point of intersection with a non-tangent circular curve, concave to the Southeast, and having a radius of 36.74 feet; thence, from a radial bearing of N 45°53'27" W from the center of said curve, run Northeasterly along said curve to the right, through a central angle of 36°18'56", for an arc distance of 23.29 feet, to the point of intersection with a non-tangent line; thence S 72°49'48" E, along said non-tangent line for a distance of 25.55 feet; thence S 16°08'39" W, for a distance of 149.41 feet, to the POINT OF BEGINNING No.2.

Containing 3,376 square feet, more or less, by computations.

Containing a net aggregate area of 13,416 square feet, more or less, by computations.

PARCEL B-2

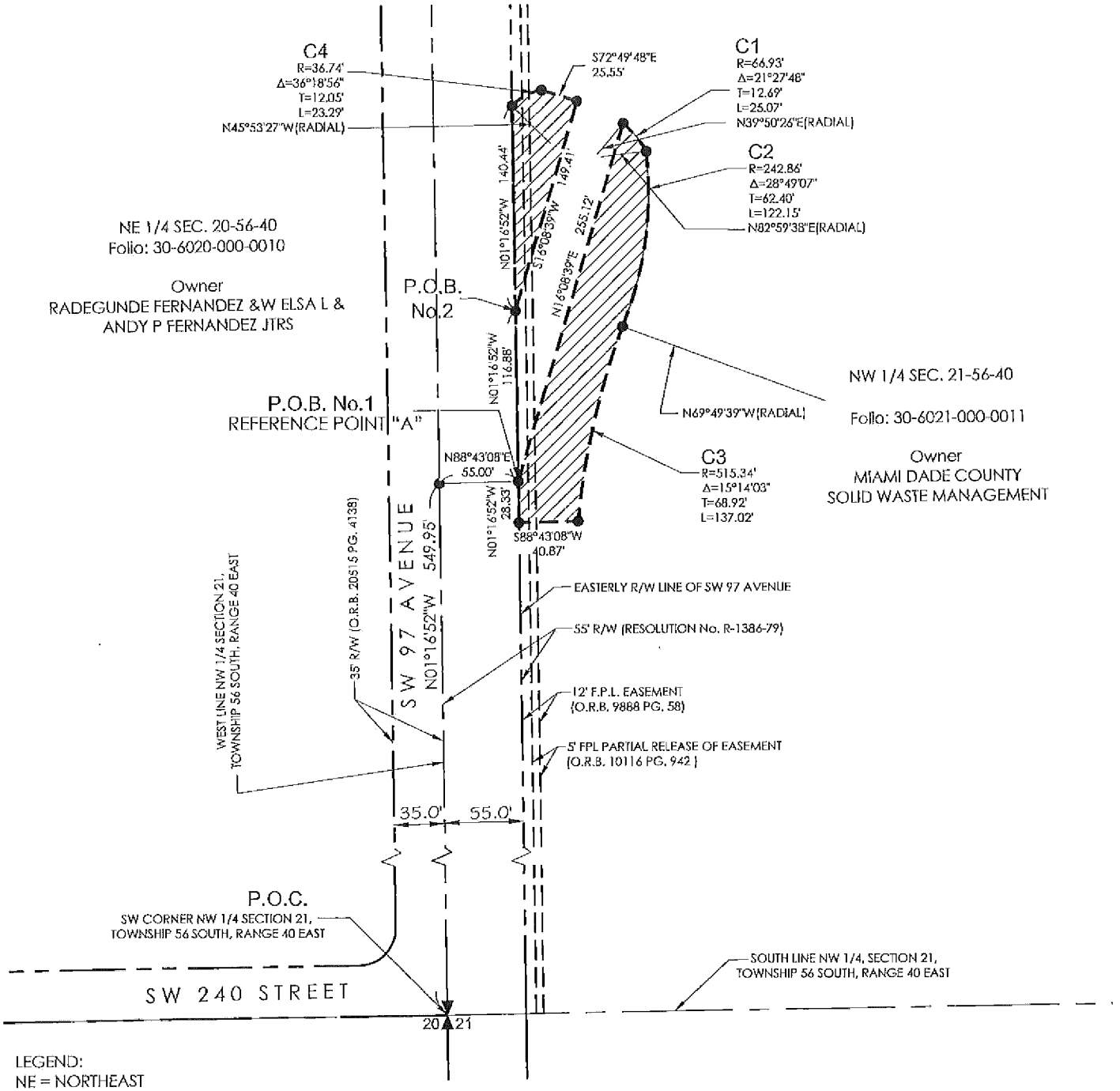
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LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MDSWMD TEMPORARY EASEMENT
(NW 1/4 SECTION 21-56-40)

0 50 100
SCALE
1" = 100'



LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
MDSWMD= MIAMI DADE SOLID WASTE MANAGEMENT DEPARTMENT
RB:= RADIAL BEARING
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT
SEC. = SECTION

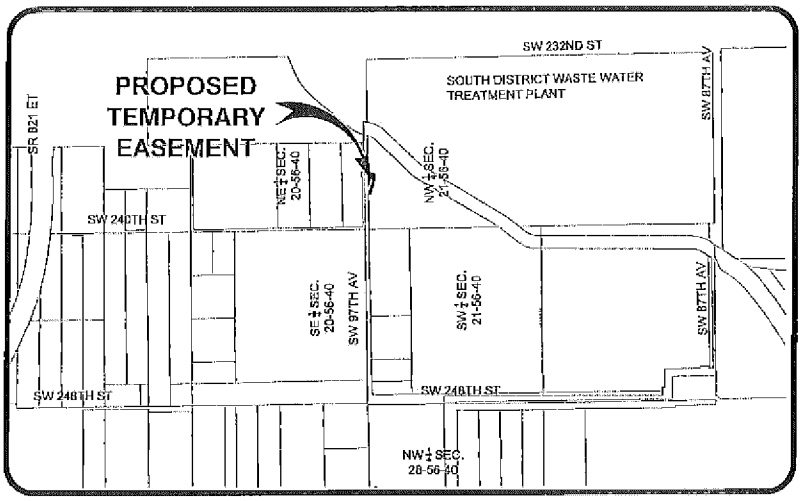
NOTICE: This document is not valid, full and complete without all pages.

PARCEL B-2

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MDSWMD TEMPORARY EASEMENT
(NW 1/4 SECTION 21-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 21, Township 56 South, Range 40 East
2.) Sketch by the Client received October 15, 2021.
3). Sketch revised by the client July 17, 2022.

Bearings shown hereon are based upon the West Line of Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of N 01°16'52" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.09 15:58:19 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No.6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

PARCEL B-2

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

CFN: 20230195456 BOOK 33634 PAGE 4965
DATE:03/23/2023 12:08:37 PM
DEED DOC 0.60
SURTAX 0.45
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio No. 30-6029-000-0030 (G-7)

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Agreement**"), is executed effective this 16 day of March, 2023 ("**Effective Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notice purposes is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316 ("**Grantor**") and Florida Power & Light Company, a Florida corporation, whose address for notice purposes is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Grantee**"). Grantor and Grantee are sometimes referred to individually, as a "**Party**", and collectively, as "**Parties**".

PREMISES

A. Grantor is the owner of a certain tract of real property located in Miami-Dade County, Florida and more particularly described on the attached **Exhibit A** ("**Property**"); and

B. Grantee intends to develop a reclaimed waterline together with appurtenant facilities in the State of Florida (collectively, the "**Waterline**"); and

C. Grantor desires to grant and convey to Grantee a temporary construction easement over that portion of the Property depicted on **Exhibit A-1** over which certain equipment and facilities will be allowed to ingress and egress in furtherance of the construction of the Waterline.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant**. Grantor does hereby grant, bargain, sell and convey unto Grantee, a temporary construction easement on, under, over and/or through that portion of the Property more particularly depicted on the attached **Exhibit A-1** ("**Temporary Construction Easement Area**") for the purposes of constructing the Waterline, including but not limited to, laydown, staging and storage area(s), together with the right for Grantee's agents, contractors, subcontractors, invitees and assigns on foot or with vehicles, carrying equipment and materials for the Waterline to traverse over the Temporary Construction Easement Area; and the right of ingress to and egress from the Temporary Construction Easement Area and over and along the Property. Grantee shall have the right and responsibility to clear and keep cleared from the Temporary Construction Easement Area trees, brush and undergrowth that interfere with Grantee's activities, Grantor's access and use of the area, or create a safety issue. Grantee shall be liable for damages caused solely by Grantee on the Temporary Construction Easement Area for failure to keep the Temporary Construction Easement Area clear of such trees, brush and undergrowth, in the exercise of its rights hereunder. Further, Grantee shall also enjoy rights of ingress and egress to and from the Temporary Construction

Easement Area and installations and the route or locations thereof on, over and across the Property by means of existing roads, lanes and/or off-road access.

2. **Maintenance & Use.** Grantee shall keep the Temporary Construction Easement Area in good condition and repair, excluding ordinary wear and tear and damage by the elements or by Grantor, or Grantor's employees, contractors, agents and/or invitees. Grantee shall not allow the Temporary Construction Easement Area to be used for any unlawful purpose, or for any other purpose which is unrelated to Section 1 above. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Construction Easement Area for the purposes granted herein.

3. **Term**. The term of this Agreement ("**Term**") shall commence on the Effective Date, and automatically expire on March 1, 2026, without the need for further action on the part of either Party. Should the construction and development be substantially completed or should the Temporary Construction Easement be abandoned or discontinued by the Grantee before the established period expires, the Temporary Construction Easement will automatically cease and be surrendered without the necessity of any further action by Grantor, and Grantee will no longer have any rights to the Temporary Construction Easement.

4. **Authority**. Grantor hereby represents and warrants to Grantee that Grantor owns the Property, including the Temporary Construction Easement Area, in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to Grantee.

5. **Damage**. Throughout the Term, except Section 1 above, Grantee will use commercially reasonable efforts to repair any damage to the Property, to the extent such damage is caused by Grantee or its contractors, subcontractors, suppliers, employees or agents.

6. **Removal & Restoration**. Upon termination of this Agreement, Grantee shall restore the Temporary Construction Easement Area to substantially the same physical condition that existed immediately before Grantee's use of the Temporary Construction Easement Area (except for any additional landscaping required pursuant to Resolution No. R- 504-15, only if applicable). Further, tree removal and mitigation will be performed in accordance with the conditions of certification PA-03-45G.

7. **Complete Agreement.** This Agreement represents the complete and integrated agreement of the **Parties** with respect to the subject matter herein and supersedes all prior oral or written agreements.

8. **Governing Law**. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. All legal matters arising out of, or in connection with, this Agreement shall be subject to venue in a court of competent jurisdiction within Miami-Dade County, Florida.

9. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same Agreement.

10. **Severability**. Should any provision of this Agreement be held, in a final, non-appealable decision by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties will negotiate in good faith to restore insofar as practicable the benefits to each party affected by such ruling.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

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

By: 3/16/2023
Luis G. Montaldo, Clerk, Ad Interim
Clerk of the Courts

By: for County Mayor
JIMMY MORALES
CHIEF OPERATIONS OFFICER
MIAMI-DADE COUNTY, FL

WITNESSED:

Gene Spencer - e102883

Grantee:

Florida Power & Light Company,
a Florida corporation

Printed Name: LaToya Reese

By:
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

Printed Name: Sara Sibson

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 28th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of CRE of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

NOTARY PUBLIC, STATE OF FLORIDA
Name Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

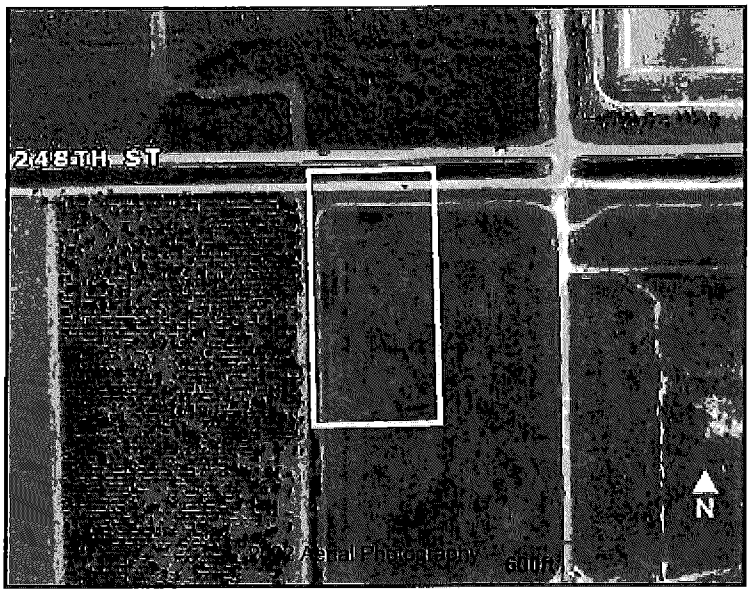
Sarah Esther Davis 12/5/22
Assistant County Attorney

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0030
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/1975	$1	00000-00000	Sales which are disqualified as a result of examination of the deed
08/01/1972	$22,500	00000-00000	Sales which are qualified

Short Legal Description

29 56 40 5 AC
W1/2 OF NE1/4 OF NE1/4 OF NE1/4
A/K/A PARCEL 2
OR 13472-3088 1087 3

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
60 FOOT TEMPORARY EASEMENT(NE 1/4 SECTION 29-56-40)

EXHIBITA-1

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 08/23/2022

(•) APPROVED

( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

( ) DISPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

LEGAL DESCRIPTION:

A parcel of land being a portion of the East One-half (E 1/2), of the East One-half (E 1/2), of the Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northeast Corner of said Northeast One-quarter (N.E. 1/4) of Section 29; thence S 01°24'23" E, along the East Line of said Northeast One-quarter (N.E. 1/4) of Section 29, for a distance of 48.00 feet, to the point of intersection with the South Line, of the North 48.00 feet of said Northeast One-quarter (N.E. 1/4) of Section 29; thence S 89°19'07" W, along the previously described line, a distance of 385.43 feet, to the point of intersection with the East Line, of the West 300.50 feet, of the East One-half (East 1/2), of the East One-half (East 1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29; the last said point of intersection is hereinafter referred to as REFERENCE POINT "A"; thence S 01°28'02" E, along the previously described line, a distance of 16.28 feet, to the POINT OF BEGINNING No. 1; thence continue S 01°28'02" E, along the previously described line, a distance of 43.73 feet, to the point of intersection with the South Line, of the North 108.00 feet of said East One-half (East 1/2), of the East One-half (East 1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29; thence S 89°19'07" W, along the previously described line, a distance of 132.43 feet; thence N 70°58'08" E, a distance of 138.89 feet, to the POINT OF BEGINNING No. 1.

Containing 2,895 square feet, more or less, by computations.

TOGETHER WITH:

A parcel of land being a portion of the East One-half (E 1/2), of the East One-half (E 1/2), of the Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the aforesaid REFERENCE POINT "A"; thence S 89°19'07" W, along the South Line, of the North 48.00 feet of said Northeast One-quarter (N.E. 1/4) of Section 29, a distance of 61.89 feet, to the POINT OF BEGINNING No. 2; thence continue S 89°19'07" W, along the previously described line, a distance of 173.14 feet, to the point of intersection with the East Line, of the West 65.50 feet, of the East One-half (East 1/2), of the East One-half (East 1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29; thence S 01°28'02" E, along the previously described line, a distance of 25.53 feet; to the point of intersection with a non-tangent circular curve, concave to the Southeast, and having a radius of 67.50 feet; thence, from a radial bearing of N 07°50'58" W from the center of said curve, run Northeasterly and Easterly along said curve to the right, through a central angle of 07°10'05", for an arc distance of 8.44 feet, to the point of tangency with the South Line, of the North 73.00 feet of said Northeast One-quarter (N.E. 1/4) of Section 29; thence N 89°19'07" E, along the previously described line, a distance of 89.00 feet; thence N 70°58'08" E, a distance of 79.41 feet, to the POINT OF BEGINNING No. 2.

Containing 3,384 square feet, more or less, by computations.

Containing a net aggregate area of 6,279 square feet, more or less, by computations.

PARCEL G-7

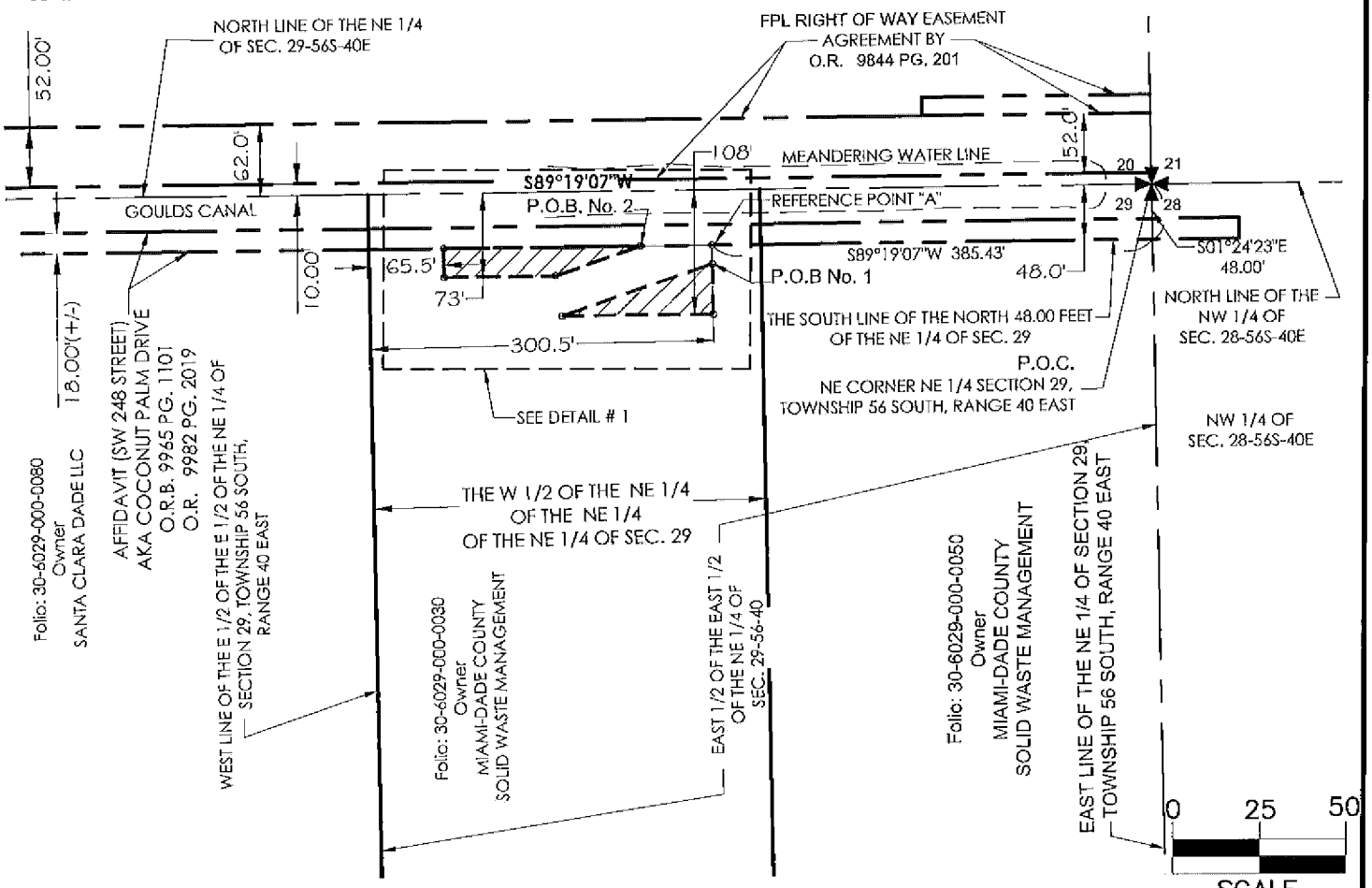
THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

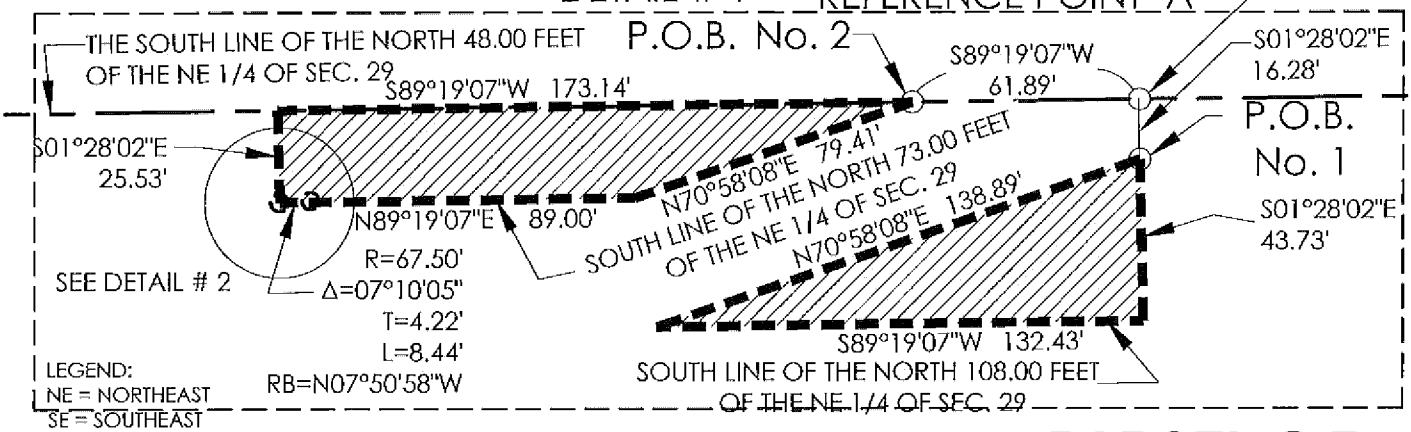
LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
60 FOOT TEMPORARY EASEMENT
(NE 1/4 SECTION 29-56-40)

0 75 150
SCALE
1" = 150'

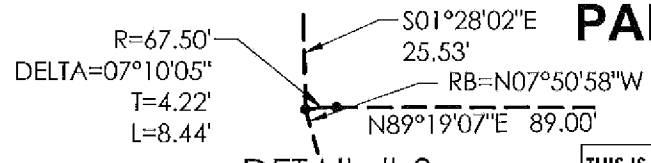


DETAIL # 1



LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
RB:= RADIAL BEARING
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT
SEC. = SECTION
AKA = ALSO KNOWN AS

PARCEL G-7



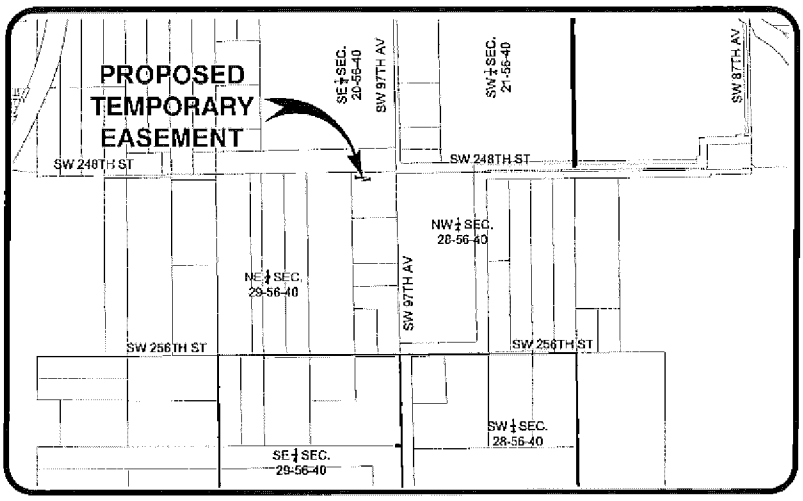
DETAIL # 2

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
60 FOOT TEMPORARY EASEMENT(NE 1/4 SECTION 29-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 29, Township 56 South, Range 40 East

Bearings shown hereon are based upon the North Line of Northeast One-Quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of S 89°19'07" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number L87335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.19 08:43:14 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No.6313
STATE OF FLORIDA
Professional Surveyor & Mapper

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PARCEL G-7

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NOTICE: This document is not valid, full and complete without all pages.

CFN: 20230195565 BOOK 33635 PAGE 206
DATE:03/23/2023 12:24:50 PM
DEED DOC 0.60
SURTAX 0.45
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio No. 30-6029-000-0030 (H-8)

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Agreement**"), is executed effective this 16 day of March, 2023 ("**Effective Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notice purposes is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316 ("**Grantor**") and Florida Power & Light Company, a Florida corporation, whose address for notice purposes is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Grantee**"). Grantor and Grantee are sometimes referred to individually, as a "**Party**", and collectively, as "**Parties**".

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A. Grantor is the owner of a certain tract of real property located in Miami-Dade County, Florida and more particularly described on the attached **Exhibit A** ("**Property**"); and

B. Grantee intends to develop a reclaimed waterline together with appurtenant facilities in the State of Florida (collectively, the "**Waterline**"); and

C. Grantor desires to grant and convey to Grantee a temporary construction easement over that portion of the Property depicted on **Exhibit A-1** over which certain equipment and facilities will be allowed to ingress and egress in furtherance of the construction of the Waterline.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant**. Grantor does hereby grant, bargain, sell and convey unto Grantee, a temporary construction easement on, under, over and/or through that portion of the Property more particularly depicted on the attached **Exhibit A-1** ("**Temporary Construction Easement Area**") for the purposes of constructing the Waterline, including but not limited to, laydown, staging and storage area(s), together with the right for Grantee's agents, contractors, subcontractors, invitees and assigns on foot or with vehicles, carrying equipment and materials for the Waterline to traverse over the Temporary Construction Easement Area; and the right of ingress to and egress from the Temporary Construction Easement Area and over and along the Property. Grantee shall have the right and responsibility to clear and keep cleared from the Temporary Construction Easement Area trees, brush and undergrowth that interfere with Grantee's activities, Grantor's access and use of the area, or create a safety issue. Grantee shall be liable for damages caused solely by Grantee on the Temporary Construction Easement Area for failure to keep the Temporary Construction Easement Area clear of such trees, brush and undergrowth, in the exercise of its rights hereunder. Further, Grantee shall also enjoy rights of ingress and egress to and from the Temporary Construction

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SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

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

By: 3/16/2023
Luis G. Montaldo, Clerk Ad Interim
Clerk of the Courts

By: for County Mayor
JIMMY MORALES
CHIEF OPERATIONS OFFICER
MIAMI-DADE COUNTY, FL

WITNESSED:

Gene Spencer - e102883

Grantee:

Florida Power & Light Company,
a Florida corporation

LaToya Reese
Printed Name: LaToya Reese

By:
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

Printed Name: Sara Sibson

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 28th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of CRE of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

LaToya Reese
NOTARY PUBLIC, STATE OF FLORIDA
Name Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

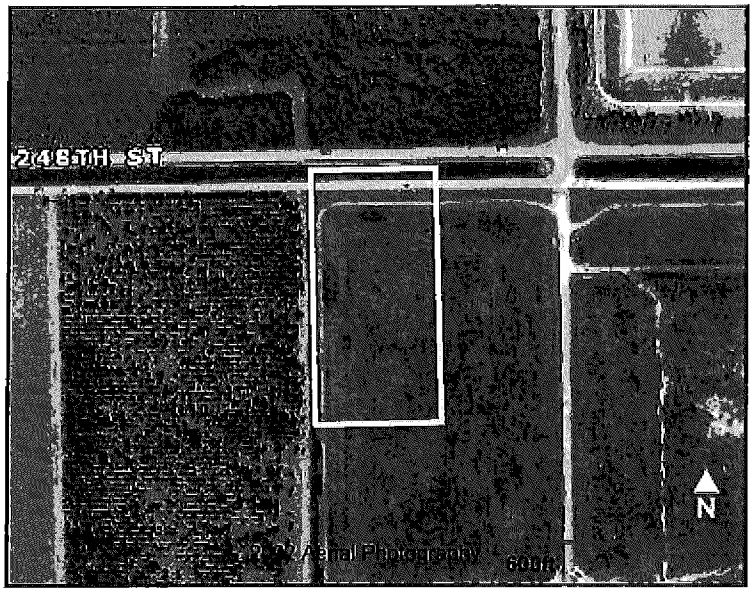
Sara Eganeta Sibson 12/5/22
Assistant County Attorney

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0030
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/1975	$1	00000-00000	Sales which are disqualified as a result of examination of the deed
08/01/1972	$22,500	00000-00000	Sales which are qualified

Short Legal Description
29 56 40 5 AC W1/2 OF NE1/4 OF NE1/4 OF NE1/4 A/K/A PARCEL 2 OR 13472-3088 1087 3

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION TEMPORARY EASEMENT (NE 1/4 SECTION 29-56-40)

EXHIBITA-1

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 08/23/2022

(•) APPROVED

( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

( ) DISPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

LEGAL DESCRIPTION:

The East 235.00 feet, of the West 300.50 feet, of the South 100.00 feet, of the North 233.00 feet, of the East One-half (East 1/2), of the East One-half (E 1/2), of the Northeast One-quarter (N.E. 1/4), of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida, LESS the external area of a circular curve, being concave to the Southeast, having a radius of 7.50 feet, being bound on the north and tangent to the South Line of the North 133.00 feet, of said East One-half (East1/2), of the East One-half (East1/2), of the Northeast One-quarter (N.E. 1/4), of Section 29, and being bound on the west and tangent to the East Line of the West 65.50 feet, of said East One-half (East1/2), of the East One-half (East1/2), of the Northeast One-quarter (N.E. 1/4), of Section 29.

Containing 23,490 square feet, more or less, by computations.

PARCEL H-8

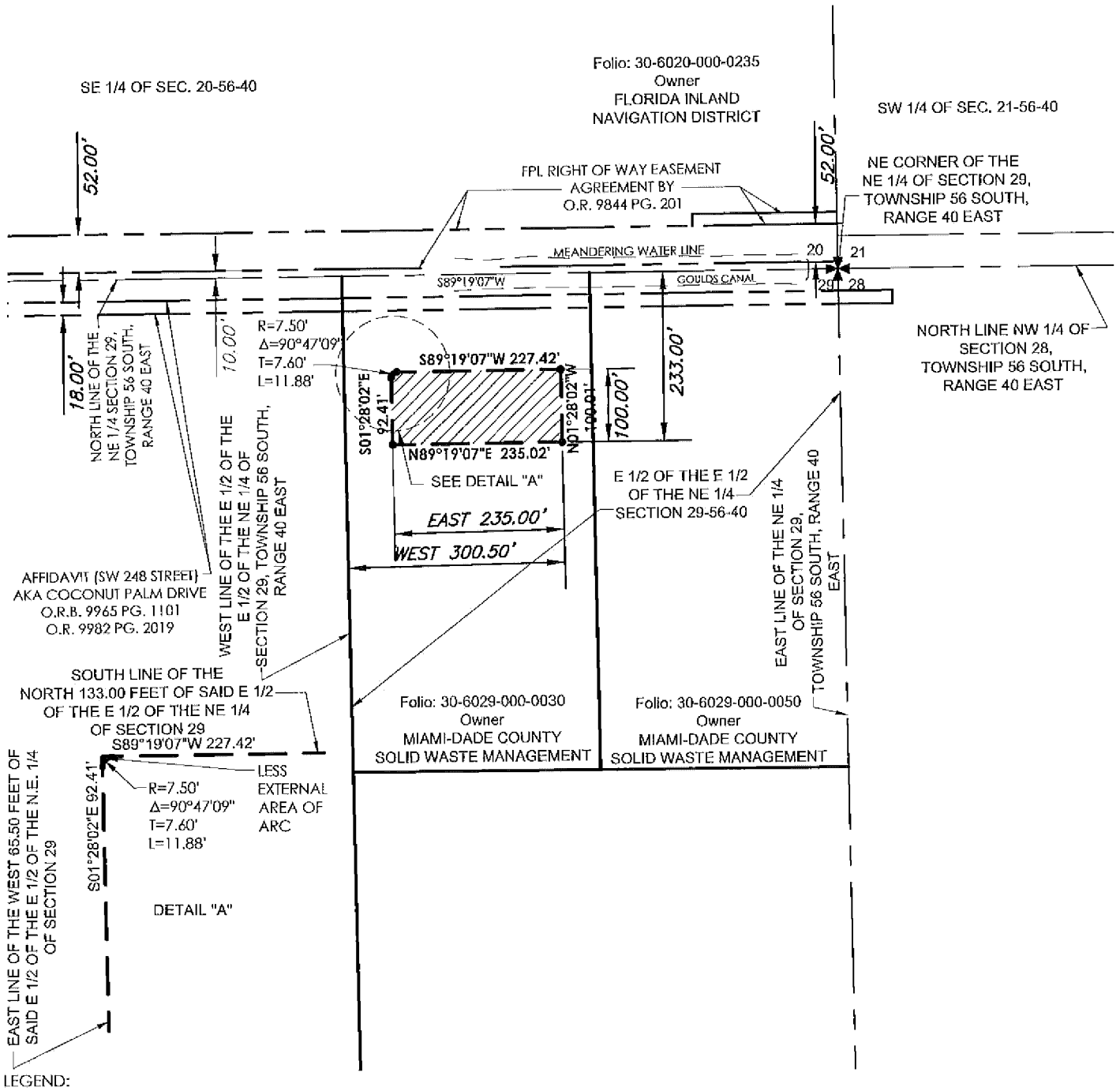
THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document consists of 3 pages and it is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
TEMPORARY EASEMENT (NE 1/4 SECTION 29-56-40)

0 100 200
SCALE
1" = 200'



LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
SEC. = SECTION

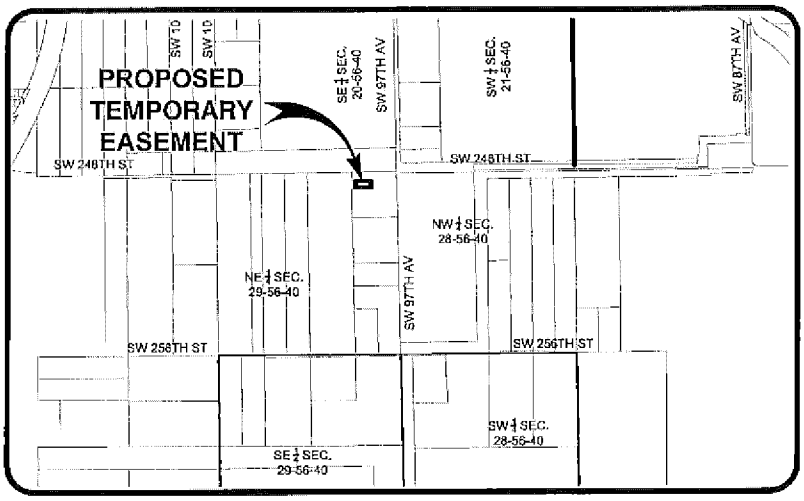
PARCEL H-8

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
TEMPORARY EASEMENT (NE 1/4 SECTION 29-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 29, Township 56 South, Range 40 East

Bearings shown hereon are based upon the North Line of Northeast One-Quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of S 89°19'07" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.19 08:44:38 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No.6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

PARCEL H-8

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document consists of 3 pages and not valid, full and complete without all pages.

CFN: 20230195455 BOOK 33634 PAGE 4953
DATE:03/23/2023 12:07:56 PM
DEED DOC 0.60
SURTAX 0.45
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio Nos. 30-6029-000-0030; 0040; 0050; 0060; 0070 (E-6)

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Agreement**"), is executed effective this 16 day of March, 2023 ("**Effective Date**"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notice purposes is: c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316 ("**Grantor**") and Florida Power & Light Company, a Florida corporation, whose address for notice purposes is 700 Universe Boulevard, Juno Beach, Florida 33408 ("**Grantee**"). Grantor and Grantee are sometimes referred to individually, as a "**Party**", and collectively, as "**Parties**".

PREMISES

A. Grantor is the owner of a certain tract of real property located in Miami-Dade County, Florida and more particularly described on the attached **Exhibit A** ("**Property**"); and

B. Grantee intends to develop a reclaimed waterline together with appurtenant facilities in the State of Florida (collectively, the "**Waterline**"); and

C. Grantor desires to grant and convey to Grantee a temporary construction easement over that portion of the Property depicted on **Exhibit A-1** over which certain equipment and facilities will be allowed to ingress and egress in furtherance of the construction of the Waterline.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant.** Grantor does hereby grant, bargain, sell and convey unto Grantee, a temporary construction easement on, under, over and/or through that portion of the Property more particularly depicted on the attached **Exhibit A-1** ("**Temporary Construction Easement Area**") for the purposes of constructing the Waterline, including but not limited to, laydown, staging and storage area(s), together with the right for Grantee's agents, contractors, subcontractors, invitees and assigns on foot or with vehicles, carrying equipment and materials for the Waterline to traverse over the Temporary Construction Easement Area; and the right of ingress to and egress from the Temporary Construction Easement Area and over and along the Property. Grantee shall have the right and responsibility to clear and keep cleared from the Temporary Construction Easement Area trees, brush and undergrowth that interfere with Grantee's activities, Grantor's access and use of the area, or create a safety issue. Grantee shall be liable for damages caused solely by Grantee on the Temporary Construction Easement Area for failure to keep the Temporary Construction Easement Area clear of such trees, brush and undergrowth, in the exercise of its rights hereunder. Further, Grantee shall also enjoy rights of ingress and egress to and from the Temporary Construction

Easement Area and installations and the route or locations thereof on, over and across the Property by means of existing roads, lanes and/or off-road access.

2. **Maintenance & Use.** Grantee shall keep the Temporary Construction Easement Area in good condition and repair, excluding ordinary wear and tear and damage by the elements or by Grantor, or Grantor's employees, contractors, agents and/or invitees. Grantee shall not allow the Temporary Construction Easement Area to be used for any unlawful purpose, or for any other purpose which is unrelated to Section 1 above. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Construction Easement Area for the purposes granted herein.

3. **Term.** The term of this Agreement ("**Term**") shall commence on the Effective Date, and automatically expire on March 1, 2026, without the need for further action on the part of either Party. Should the construction and development be substantially completed or should the Temporary Construction Easement be abandoned or discontinued by the Grantee before the established period expires, the Temporary Construction Easement will automatically cease and be surrendered without the necessity of any further action by Grantor, and Grantee will no longer have any rights to the Temporary Construction Easement.

4. **Authority.** Grantor hereby represents and warrants to Grantee that Grantor owns the Property, including the Temporary Construction Easement Area, in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to Grantee.

5. **Damage.** Throughout the Term, except Section 1 above, Grantee will use commercially reasonable efforts to repair any damage to the Property, to the extent such damage is caused by Grantee or its contractors, subcontractors, suppliers, employees or agents.

6. **Removal & Restoration.** Upon termination of this Agreement, Grantee shall restore the Temporary Construction Easement Area to substantially the same physical condition that existed immediately before Grantee's use of the Temporary Construction Easement Area (except for any additional landscaping required pursuant to Resolution No. R- 504-15, only if applicable). Further, tree removal and mitigation will be performed in accordance with the conditions of certification PA-03-45G.

7. **Complete Agreement.** This Agreement represents the complete and integrated agreement of the **Parties** with respect to the subject matter herein and supersedes all prior oral or written agreements.

8. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. All legal matters arising out of, or in connection with, this Agreement shall be subject to venue in a court of competent jurisdiction within Miami-Dade County, Florida.

9. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same Agreement.

10. **Severability.** Should any provision of this Agreement be held, in a final, non-appealable decision by a court of competent jurisdiction to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, and the Parties will negotiate in good faith to restore insofar as practicable the benefits to each party affected by such ruling.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

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

By: 3/16/2023
Luis G. Montaldo, Clerk Ad Interim
Clerk of the Courts

By: for
County Mayor
JIMMY MORALES
CHIEF OPERATIONS OFFICER
MIAMI-DADE COUNTY, FL

WITNESSED:

Gene Spencer - e102883

Grantee:

Florida Power & Light Company,
a Florida corporation

LaToya Reese
Printed Name: LaToya Reese

By:
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

Printed Name: Sara Sibson

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 28th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of CRE of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

LaToya Reese
NOTARY PUBLIC, STATE OF FLORIDA
Name Print: LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

Sarae Eglinski Davis 12/5/22
Assistant County Attorney

Folio Nos. 30-6029-000-0030; 0040; 0050;
0060; 0070

EXHIBIT A

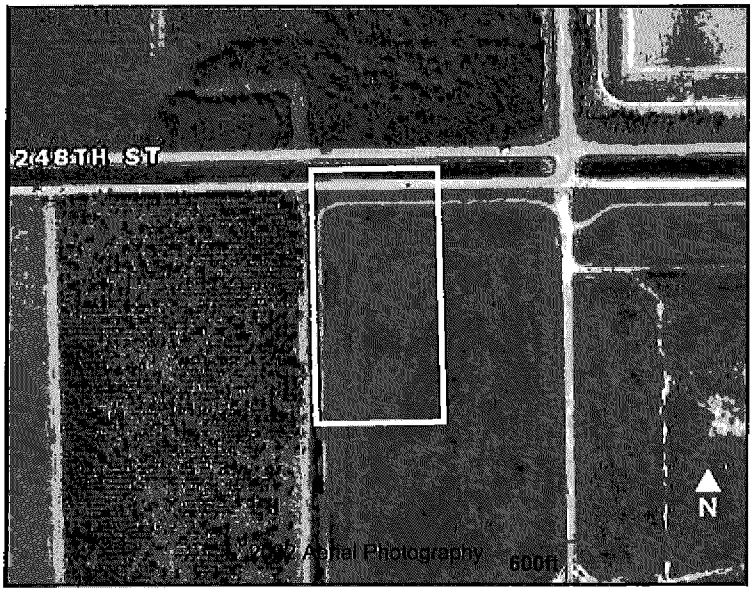
CFN: 20230195455 BOOK 33634 PAGE 4957

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/5/2022

Property Information	
Folio:	30-6029-000-0030
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/1975	$1	00000-00000	Sales which are disqualified as a result of examination of the deed
08/01/1972	$22,500	00000-00000	Sales which are qualified

Short Legal Description
29 56 40 5 AC W1/2 OF NE1/4 OF NE1/4 OF NE1/4 A/K/A PARCEL 2 OR 13472-3088 1087 3

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Version:

EXHIBIT A

CFN: 20230195455 BOOK 33634 PAGE 4958

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/5/2022

Property Information	
Folio:	30-6029-000-0040
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Deeds that include more than one parcel
09/01/1973	$216,000	00000-00000	Deeds that include more than one parcel

Short Legal Description
29 56 40 5 AC N1/2 OF NE1/4 OF SE1/4 OF NE1/4 A/K/A PORT PARCEL 1 OR 13472-3090 1087 3

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Version:

EXHIBIT A

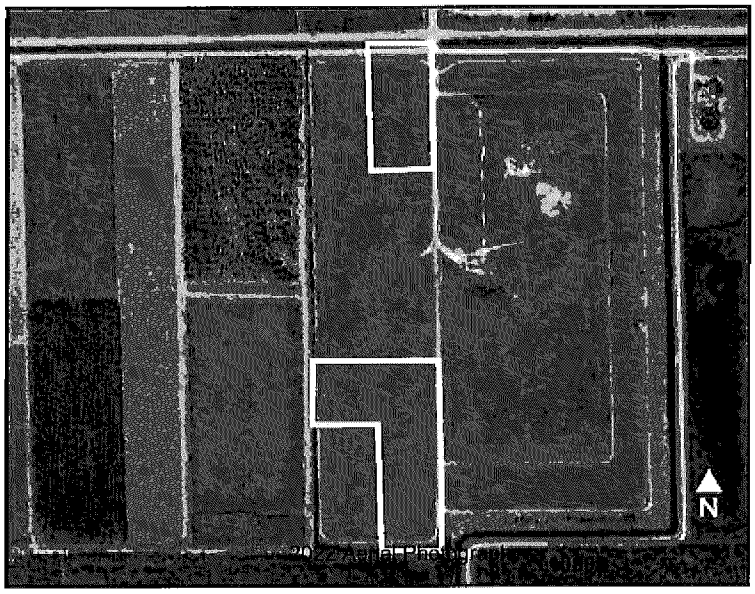
CFN: 20230195455 BOOK 33634 PAGE 4959

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/5/2022

Property Information	
Folio:	30-6029-000-0050
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	653,400 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$127,500	$127,500	$75,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$127,500	$127,500	$75,000
Assessed Value	$90,750	$82,500	$75,000

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$36,750	$45,000	
County	Exemption	$90,750	$82,500	$75,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
29 56 40 15 AC
E1/2 OF NE1/4 OF NE1/4 OF NE1/4 &
E1/2 OF SE1/4 OF SE1/4 OF NE1/4 &
S1/2 OF NE1/4 OF SE1/4 OF NE1/4
A/K/A PORT OF PARCEL 1

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$90,750	$82,500	$75,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$127,500	$127,500	$75,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$90,750	$82,500	$75,000
Taxable Value	$0	$0	$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Sales which are qualified
09/01/1973	$216,000	00000-00000	Sales which are qualified

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Version:

EXHIBIT A

CFN: 20230195455 BOOK 33634 PAGE 4960

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/5/2022

Property Information	
Folio:	30-6029-000-0060
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	435,600 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$85,000	$85,000	$50,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$85,000	$85,000	$50,000
Assessed Value	$60,500	$55,000	$50,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$60,500	$55,000	$50,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$85,000	$85,000	$50,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$60,500	$55,000	$50,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$24,500	$30,000	
County	Exemption	$60,500	$55,000	$50,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Deeds that include more than one parcel
09/01/1973	$216,000	00000-00000	Deeds that include more than one parcel

Short Legal Description

29 56 40 10 AC
SE1/4 OF NE1/4 OF NE1/4
A/K/A PORT OF PARCEL 1
OR 13472-3090 1087 3

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Version:

EXHIBIT A

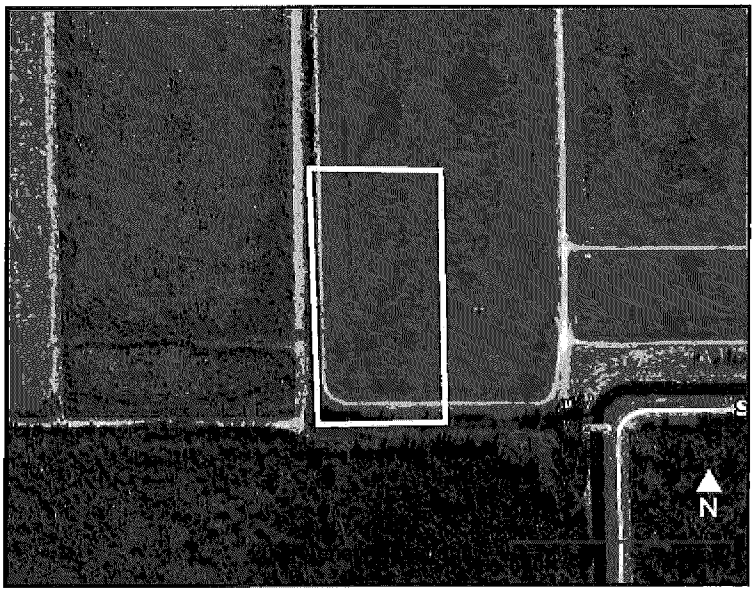
CFN: 20230195455 BOOK 33634 PAGE 4961

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 12/5/2022

Property Information	
Folio:	30-6029-000-0070
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

Short Legal Description
29 56 40 5 AC W1/2 OF SE1/4 OF SE1/4 OF NE1/4 LOT SIZE IRREGULAR OR 15234-298 1091 3

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

EXHIBITA-1

CFN: 20230195455 BOOK 33634 PAGE 4962

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 08/23/2022

(•) APPROVED

( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

( ) DISPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

SKETCH TO ACCOMPANY LEGAL DESCRIPTI
25 FOOT TEMPORARY EASEMENT
(NE 1/4 SECTION 29-56-40)

LEGAL DESCRIPTION:

A strip of land being a portion of the East One-half (East 1/2) of the East One-half (East 1/2) of the Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East Miami-Dade County, Florida, and also being 25.00 feet in width and centered 12.50 feet on each side of the following described centerline:

COMMENCE at the Southeast Corner of said Northeast One-quarter (N.E. 1/4) of Section 29; thence N 89°47'50" W, along the South Line of said Northeast One-quarter (N.E. 1/4) of Section 29, for a distance of 87.54 feet, to the POINT OF BEGINNING No.1 of the following described centerline; thence N 01°27'41" W, a distance of 30.01 feet, to the point of intersection with the North Line, of the South 30.00 feet of said Northeast One-quarter (N.E. 1/4) of Section 29, thence N 89°47'50" W, along the previously described line, a distance of 515.38 feet, to the POINT OF TERMINATION No.1.

The sides of the previously mentioned strip are lengthened and shortened as necessary, to intersect both the South Line of said Northeast One-quarter (N.E. 1/4) of Section 29, and a line perpendicular to said South Line of the Northeast One-quarter (N.E. 1/4) of Section 29, having a bearing of N 00°12'10" E, and passing through the aforesaid POINT OF TERMINATION No.1.

Containing 0.313 acres, more or less, by computations.

TOGETHER WITH:

A strip of land being a portion of the East One-half (East 1/2) of the East One-half (East 1/2) of the Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East Miami-Dade County, Florida, being 25.00 feet in width and centered 12.50 feet on each side of the following described centerline:

COMMENCE at the aforesaid POINT OF TERMINATION No.1; thence N 40°00'01" E, a distance of 78.09 feet to the POINT OF BEGINNING No.2 of the following described centerline; thence N 89°47'50" W a distance of 50.00 feet to the point of curvature with a circular curve concave to the Northeast, and having a radius of 30.00 feet; thence run Westerly, Northwesterly and Northerly along said curve to the right, through a central angle of 88°19'48", for an arc distance of 46.25 feet, to the point of tangency with the East Line of the West 53.00 feet, of the East One-half (East 1/2), of the East one-half (E 1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29; thence N 01°28'02" W, along the previously described line, a distance of 2,470.58 feet, to the point of curvature with a circular curve, concave to the Southeast, and having a radius of 20.00 feet; thence Northerly, Northeasterly and Easterly along said curve to the right, through a central angle of 90°47'09", for an arc distance of 31.69 feet, to the point of tangency with the South Line of the North 120.50 feet of said Northeast One-quarter (N.E. 1/4) of Section 29; thence N 89°19'07" E, along the previously described line, a distance of 227.25 feet, to the point of intersection with the East Line of the West 300.50 feet, of the East One-half (East 1/2), of the East One-half (E1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29, said point of intersection is the POINT OF TERMINATION No.2.

The sides of the previously mentioned strip are lengthened and shortened as necessary, to intersect both the aforesaid line perpendicular to said South Line of the Northeast One-quarter (N.E. 1/4) of Section 29, having a bearing of N 00°12'10" E, and passing through POINT OF BEGINNING No.2, and said East Line of the West 300.50 feet, of the East One-half (East 1/2), of the Northeast One-quarter (N.E. 1/4), of the Northeast One-quarter (N.E. 1/4), of Section 29.

Containing 1.621 acres, more or less, by computations.

Containing a net aggregate area of 1.934 acres, more or less, by computations.

PARCEL E-6

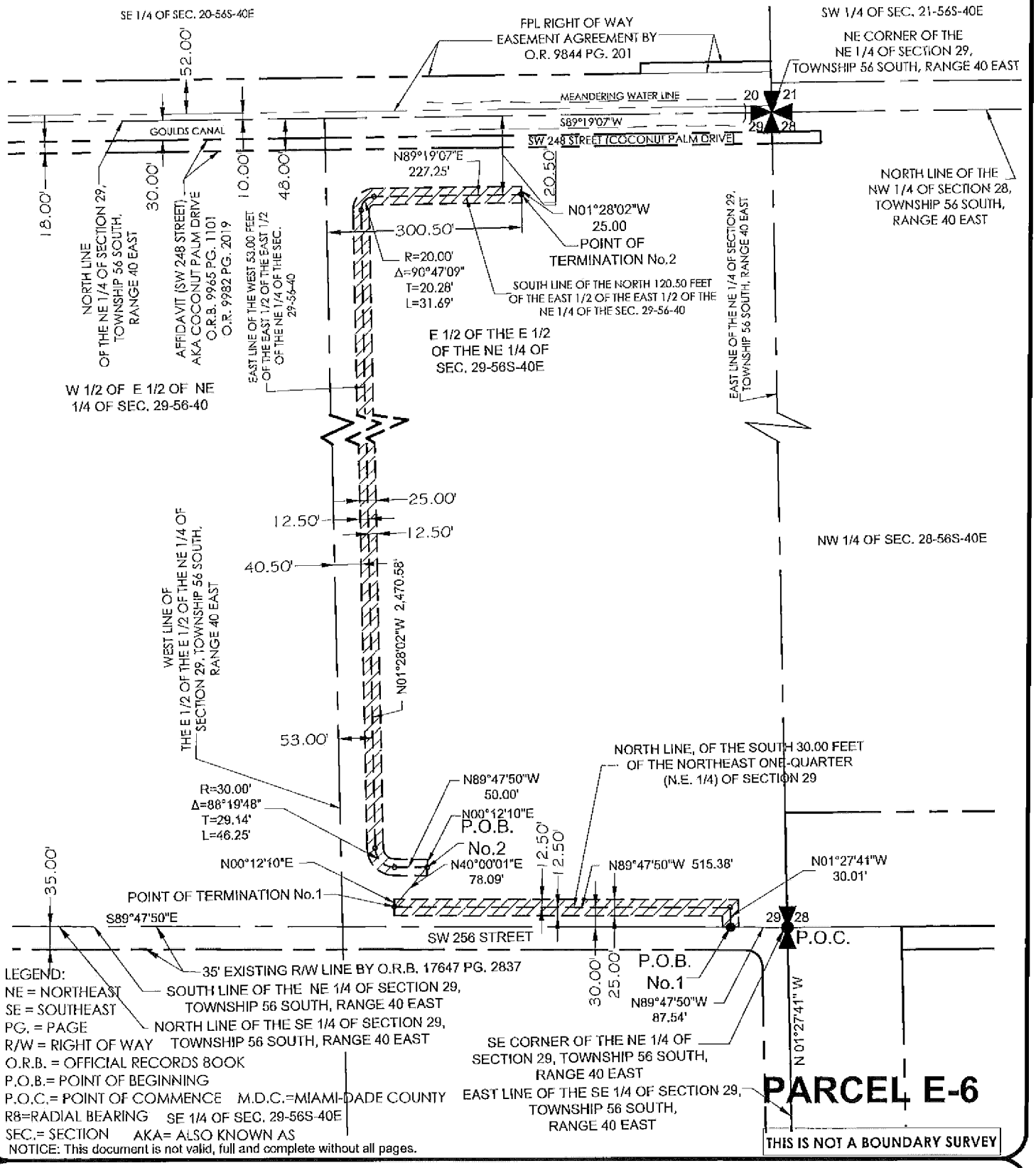
THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document consists of 3 pages and it is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
25 FOOT TEMPORARY EASEMENT
(NE 1/4 SECTION 29-56-40)

0 100 200
SCALE
1" = 200'

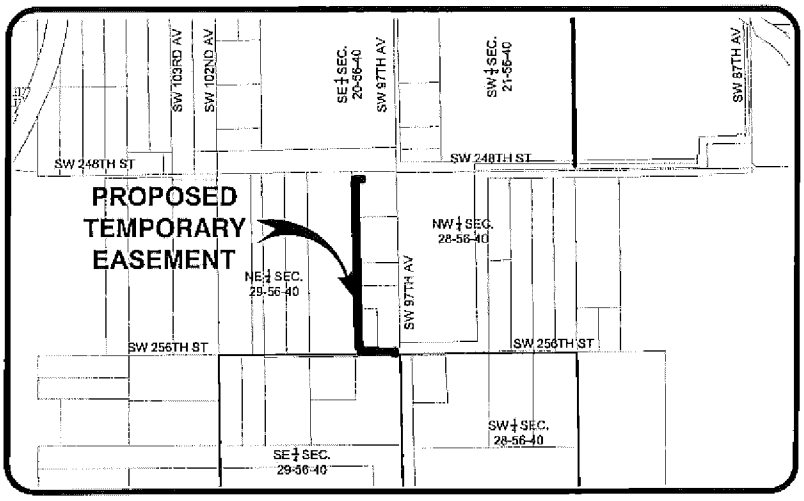


LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCE M.D.C.=MIAMI-DADE COUNTY
R8=RADIAL BEARING SE 1/4 OF SEC. 29-56S-40E
SEC.= SECTION AKA= ALSO KNOWN AS

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
25 FOOT TEMPORARY EASEMENT(NE 1/4 SECTION 29-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 29, Township 56 South, Range 40 East

Bearings shown hereon are based upon the South Line of Northeast One-Quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of N 89°47'50" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.22 15:41:55 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No. 6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

PARCEL E-6

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document consists of 3 pages and not valid, full and complete without all pages.

CFN: 20230195426 BOOK 33634 PAGE 4834
DATE:03/23/2023 12:04:06 PM
DEED DOC 314.40
SURTAX 235.80
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio No. 30-6021-000-0011 (C-3)

RECLAIMED WATERLINE EASEMENT

THIS RECLAIMED WATERLINE EASEMENT (this "**Agreement**") is dated this 16 day of March, 2023, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notices is 111 NW 1st Street, Miami, Florida 33128-1970 ("**Grantor**"), and Florida Power & Light Company, a Florida corporation, its successors and/or assigns, whose address for notices is 700 Universe Boulevard, CRE/JB, Juno Beach, FL 33408 (the term "assigns" meaning any person or business entity owning by way of assignment all or a portion of rights under this easement with Florida Power & Light Company or its other assigns retaining and exercising the other rights) ("**Grantee**").

For and in consideration of the sum of FIFTY-TWO THOUSAND FOUR HUNDRED DOLLARS ($52,400.00), and other good and valuable consideration paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, a perpetual right-of-way and easement for and the right, privilege and authority to construct, lay, install, operate, inspect, maintain, repair, alter, improve, replace, in whole or in part, and remove a reclaimed waterline for the transportation of reclaimed water, together with such manholes, vaults, isolation valves, relief valves, air/vacuum valves, meters, fittings, gauges, connections, waterline markers, pressure monitor antenna, cathodic and other protection equipment, and such other equipment and facilities as are used or useful in the construction, use, operation, repair, replacement, maintenance and removal of the reclaimed waterline (collectively, the "**Facilities**"), and to erect, operate, maintain, repair and remove underground communications and reclaimed waterline equipment which are used or useful to the operation or maintenance of the Facilities, on, under, over and/or through that certain tract of land situated in Miami-Dade County, State of Florida, and more particularly described on **Exhibit A** attached hereto and made a part of this Agreement ("**Property**"). Grantor hereby warrants that Grantor has title to the Property and full authority to enter into this Agreement without the consent or joinder of any additional party. The reclaimed waterline will not exceed forty-two inches (42") in diameter, and the right-of-way shall be up to thirty-five feet (35') in width, as more fully shown on **Exhibit A-1** attached hereto and made a part of this Agreement ("**Easement Area**").

Together with the right and privilege from time to time to reconstruct, inspect, alter, repair, improve, enlarge, add to, replace, remove or relocate the Facilities or any part of them; lay temporary mats; install gates to existing or future fences; install fill, culverts or other drainage facilities upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes; mark the location of any underground facilities by above ground and other suitable markers; and ingress and egress for personnel, vehicles and equipment over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this Agreement and any or all of the rights granted hereunder.

Prior to the commencement of construction of the Facilities, and following reasonable notice to Grantor, Grantee is hereby granted the right to enter upon the Property, for survey and investigatory purposes, which shall include, but are not limited to, making surveys, soundings, drillings, appraisals, environmental assessments, geotechnical assessments, archaeological assessments, and other examinations necessary to the construction of the Facilities. Grantee shall also enjoy rights of ingress and egress to and from the Easement Area and installations and the route or locations thereof over, under and across the Property and the adjacent lands of Grantor by means of existing roads, lanes and/or off road access. In no event shall Grantee be under any affirmative obligation to construct any Facilities on the Property.

Any reclaimed waterline laid pursuant to this Agreement shall be buried to a minimum depth of thirty-six inches (36") from the surface. After Grantee's installation of the reclaimed waterline, neither party shall diminish or reduce the soil cover over said reclaimed waterline as laid without the prior written consent of the other party. Grantor reserves the right to the full use and enjoyment of the Easement Area for all lawful purposes that do not interfere or be inconsistent with the rights conveyed to Grantee herein or that might cause a hazardous condition; provided that Grantor shall not construct any temporary or permanent improvements or structures over the Grantee's Easement Area without Grantee's consent, with the exception of the stormwater pond identified below or a reclaimed waterline for the County's use. Grantee acknowledges that a second reclaimed water line is contemplated by Grantor for other environmental purposes parallel to this waterline, as provided for in the Water Service Agreement dated July 6, 2020 and Amendment Number One dated September 26, 2022.

Grantor shall have the right to construct and maintain a stormwater pond over the reclaimed waterline, provided that said stormwater pond does not reduce the total soil cover over the reclaimed waterline to a depth less than thirty-six inches (36"). Prior to constructing the stormwater pond, Grantor shall provide to Grantee construction and engineering plans and other design documents of the proposed stormwater ponds reasonably requested by Grantee for review and approval, which approval shall not be unreasonably withheld, denied or conditioned. Grantor further agrees not to plant any trees or brush on the Easement Area. Notwithstanding anything contained herein to the contrary, in the exercise of its rights hereunder, Grantee shall have the right (both during construction and following the installation of the Facilities) to clear and keep cleared from the Easement Area all trees, brush, undergrowth, buildings, structures, improvements or other obstructions that might interfere with Grantee's rights under this Agreement.

Grantor acknowledges and agrees that any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its licensees or as might cause a hazardous condition shall be a violation of this provision. However, no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation, maintenance or enjoyment of the Easement Area and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

By: 3/16/2023
Luis G. Montaldo, Clerk Ad Interim for
Clerk of the Courts

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

By:
County Mayor
JIMMY MORALES
CHIEF OPERATIONS OFFICER
MIAMI-DADE COUNTY, FL

WITNESSED:

Gene Spencer - e102883

Grantee:

Florida Power & Light Company,
a Florida corporation

LaToya Reese
Printed Name: LaToya Reese

By:
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

Sara Sibson
Printed Name: Sara Sibson

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 29th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of Corporate Real Estate of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

LaToya Reese
NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

Sara Sibson 12/5/22
Assistant County Attorney

Folio Nos.: 30-6021-000-0011

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 9/7/2022

Property Information	
Folio:	30-6021-000-0011
Property Address:	23707 SW 97 AVE Miami, FL 33032-0000
Owner	MIAMI DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	3
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	72,240 Sq.Ft
Lot Size	1,286,762 Sq.Ft
Year Built	Multiple (See Building Info.)



Assessment Information			
Year	2022	2021	2020
Land Value	$1,222,424	$1,222,424	$1,222,424
Building Value	$2,300,195	$2,027,095	$2,057,697
XF Value	$796,401	$806,593	$816,650
Market Value	$4,319,020	$4,056,112	$4,096,771
Assessed Value	$4,319,020	$4,056,112	$4,096,771

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$4,319,020	$4,056,112	$4,096,771
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$4,319,020	$4,056,112	$4,096,771
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$4,319,020	$4,056,112	$4,096,771
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
County	Exemption	$4,319,020	$4,056,112	$4,096,771

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
08/24/1979	$0	10503-1024	Sales which are disqualified as a result of examination of the deed

Short Legal Description
21 56 40 29.54 AC M/L
THAT PORT OF NW1/4 OF SEC 21
LYG SWLY OF SWLY R/W/L OF BLACK
CREEK CANAL LESS THAT PORT LYG
WITHIN W35FT OF N700FT OF S1900FT

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
35 FOOT MDSWMD PERMANENT EASEMENT
(NW 1/4 SECTION 21-56-40)

EXHIBITA-1

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 08/15/2022

(•) APPROVED

( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

( ) DISPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

LEGAL DESCRIPTION:

A strip of land being a portion of the Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East Miami-Dade County, Florida, and also being 35.00 feet in width and centered 17.50 feet on each side of the following described centerline:

COMMENCE at the Southwest Corner of said Northwest One-quarter (N.W. 1/4) of Section 21; thence N 01°16'52" W, along the West Line of said Northwest One-quarter (N.W. 1/4) of Section 21, for a distance of 608.39 feet; thence N 88°43'08" E, a distance of 55.00 feet, to the point of intersection with the Easterly Right of Way Line of SW 97 Avenue, said point of intersection is the POINT OF BEGINNING of the following described centerline; thence N 16°08'39" E, a distance of 623.34 feet, to the point of intersection with the Southwesterly Right of Way Line of Canal C-1 (Black Creek Canal), as shown on the South Florida Water Management District Right of Way Map C-1-B 11, Sheet 3 of 22, Dated November 11, 1992, said point of intersection is the POINT OF TERMINATION.

The sides of the previously mentioned strip are lengthened and shortened as necessary, to intersect both said Easterly Right of Way Line of SW 97 Avenue and said Southwesterly Right of Way Line of Canal C-1.

Containing 21,817 square feet, more or less, by computations.

PARCEL C-3

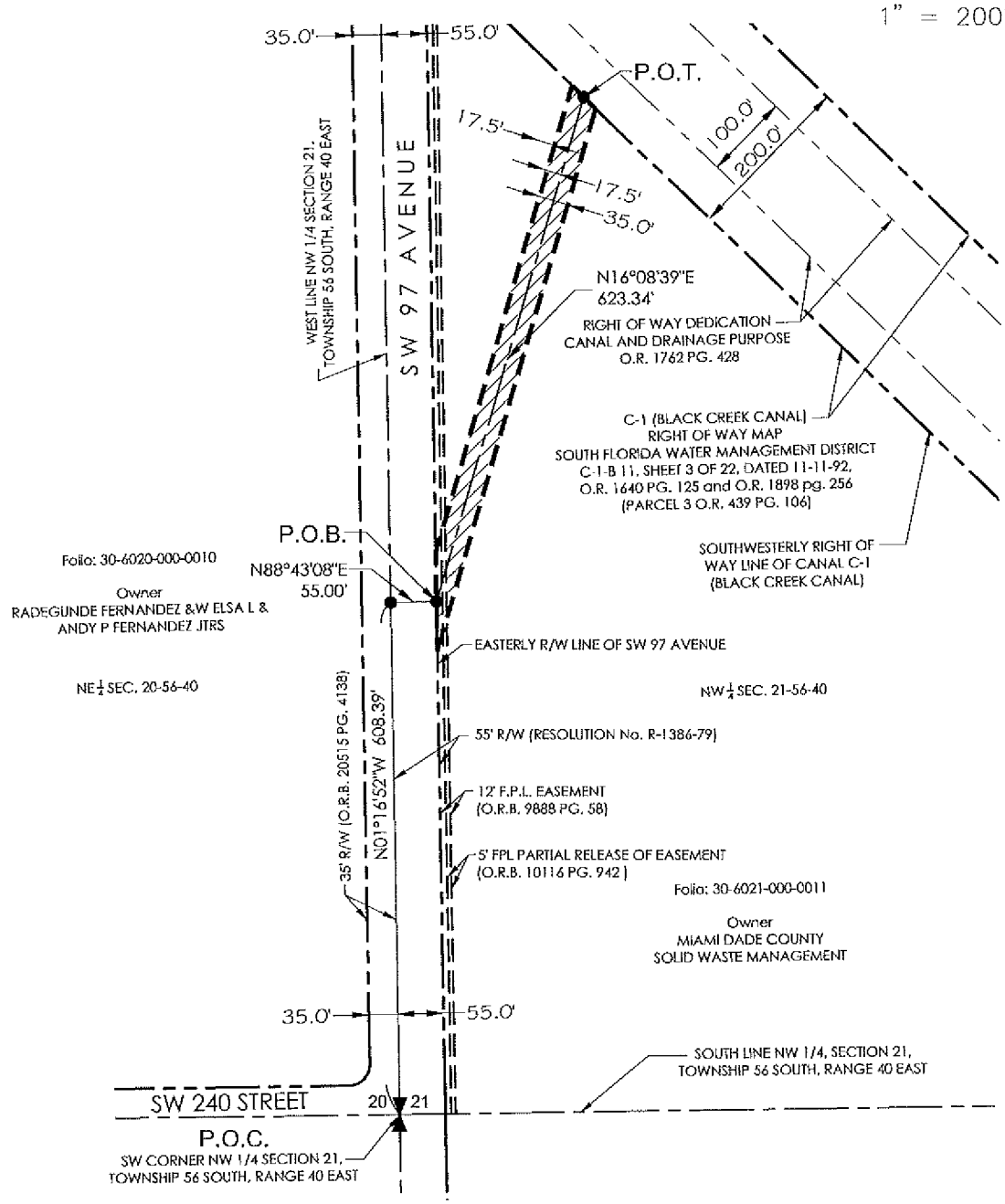
THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
35 FOOT MDSWMD PERMANENT EASEMENT
(NW 1/4 SECTION 21-56-40)

0 100 200
SCALE
1" = 200'



LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
MDSWMD= MIAMI DADE SOLID WASTE MANAGEMENT DEPARTMENT
RB:= RADIAL BEARING
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT
P.O.T.= POINT OF TERMINATION
SEC. = SECTION

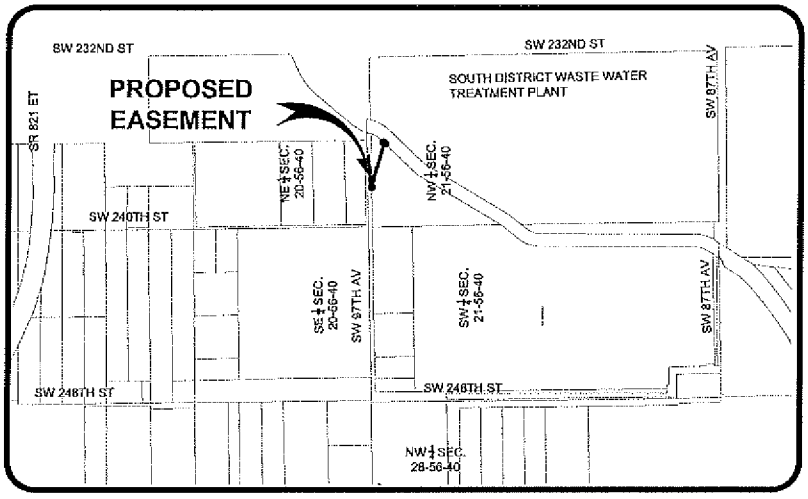
PARCEL C-3

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION
35 FOOT MDSWMD PERMANENT EASEMENT
(NW 1/4 SECTION 21-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 21, Township 56 South, Range 40 East
2.) Sketch by the Client received October 15, 2021.
3). Sketch revised by the client July 17, 2022.

Bearings shown hereon are based upon the West Line of said Northwest One-quarter (N.W. 1/4) of Section 21, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of N 01°16'52" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M. Suarez No.6313 STATE OF FLORIDA Professional Surveyor & Mapper

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.09 15:59:17 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

PARCEL C-3

THIS IS NOT A BOUNDARY SURVEY

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CFN: 20230195442 BOOK 33634 PAGE 4883
DATE:03/23/2023 12:05:24 PM
DEED DOC 1,827.00
SURTAX 1,370.25
LUIS G. MONTALDO, CLERK AD INTERIM
MIAMI-DADE COUNTY, FL

This instrument was prepared by
and should be returned to:

Eleanor W. Taft, Esq.
Florida Power & Light Company
700 Universe Blvd., LAW/JB
Juno Beach, Florida 33408
Folio Nos. 30-6029-000-0030,
0040, 0050, 0060, 0070 (D-4)

RECLAIMED WATERLINE EASEMENT

THIS RECLAIMED WATERLINE EASEMENT (this "**Agreement**") is dated this 16 day of March, 2023, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address for notices is 111 NW 1st Street, Miami, Florida 33128-1970 ("**Grantor**"), and Florida Power & Light Company, a Florida corporation, its successors and/or assigns, whose address for notices is 700 Universe Boulevard, CRE/JB, Juno Beach, FL 33408 (the term "assigns" meaning any person or business entity owning by way of assignment all or a portion of rights under this easement with Florida Power & Light Company or its other assigns retaining and exercising the other rights) ("**Grantee**").

For and in consideration of the sum of THREE HUNDRED FOUR THOUSAND FIVE HUNDRED DOLLARS ($304,500.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey to Grantee, a perpetual right-of-way and easement for, and the right, privilege and authority to construct, lay, install, operate, inspect, maintain, repair, alter, improve, replace, in whole or in part, and remove a reclaimed waterline for the transportation of reclaimed water, together with such manholes, vaults, isolation valves, relief valves, air/vacuum valves, meters, fittings, gauges, connections, waterline markers, pressure monitor antenna, cathodic and other protection equipment, and such other equipment and facilities as are used or useful in the construction, use, operation, repair, replacement, maintenance and removal of the reclaimed waterline (collectively, the "**Facilities**"), and to erect, operate, maintain, repair and remove underground communications and reclaimed waterline equipment which are used or useful to the operation or maintenance of the Facilities, on, under, over and/or through that certain tract of land situated in Miami-Dade County, State of Florida, and more particularly described on **Exhibit A** attached hereto and made a part of this Agreement ("**Property**"). Grantor hereby warrants that Grantor has title to the Property and full authority to enter into this Agreement without the consent or joinder of any additional party. The reclaimed waterline will not exceed forty-two inches (42") in diameter, and the right-of-way shall be up to thirty-five feet (35') in width, as more fully shown on **Exhibit A-1** attached hereto and made a part of this Agreement ("**Easement Area**").

Together with the right and privilege from time to time to reconstruct, inspect, alter, repair, improve, enlarge, add to, replace, remove or relocate the Facilities or any part of them; lay temporary mats; install gates to existing or future fences; and install fill, culverts or other drainage facilities upon, across, over or under the Easement Area, with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes; mark the location of any underground facilities by above ground and other suitable markers; and ingress and egress for personnel, vehicles and equipment over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this Easement and any or all of the rights granted hereunder.

Prior to the commencement of construction of the Facilities, and following reasonable notice to Grantor, Grantee is hereby granted the right to enter upon the Property, for survey and investigatory purposes, which shall include, but are not limited to, making surveys, soundings, drillings, appraisals, environmental assessments, geotechnical assessments, archaeological assessments, and other examinations necessary to the construction of the Facilities. Grantee shall also enjoy rights of ingress and egress to and from the Easement Area and installations and the route or locations thereof over, under and across the Property and the adjacent lands of Grantor by means of existing roads, lanes and/or off road access. In no event shall Grantee be under any affirmative obligation to construct any Facilities on the Property.

Any reclaimed waterline laid pursuant to this Agreement shall be buried to a minimum depth of thirty-six inches (36") from the surface. After Grantee's installation of the reclaimed waterline, neither party shall diminish or reduce the soil cover over said reclaimed waterline as laid without the prior written consent of the other party. Grantor reserves the right to the full use and enjoyment of the Easement Area for all lawful purposes that do not interfere or be inconsistent with the rights conveyed to Grantee herein or that might cause a hazardous condition; provided that Grantor shall not construct any temporary or permanent improvements or structures over the Grantee's Easement Area without Grantee's consent, with the exception of a reclaimed waterline for the County's use. Grantee acknowledges that a second reclaimed water line is contemplated by Grantor for other environmental purposes parallel to this waterline, as provided for in the Water Service Agreement dated July 6, 2020 and Amendment Number One dated September 26, 2022.

Grantor further agrees not to plant any trees or brush on the Easement Area. Notwithstanding anything contained herein to the contrary, in the exercise of its rights hereunder, Grantee shall have the right (both during construction and following the installation of the Facilities) to clear and keep cleared from the Easement Area all trees, brush, undergrowth, buildings, structures, improvements or other obstructions that might interfere with Grantee's rights under this Agreement.

Grantor acknowledges and agrees that any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or its licensees or as might cause a hazardous condition shall be a violation of this provision. However, no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation, maintenance or enjoyment of the Easement Area and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, GRANTOR and GRANTEE have caused this Agreement to be signed and executed effective as of the Effective Date.

Grantor:

ATTEST:

By: 3/16/2023
Luis G. Montaldo, Clerk Act Interim
Clerk of the Courts

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

By: for County Mayor
JIMMY MORALES
CHIEF OPERATIONS OFFICER
MIAMI-DADE COUNTY, FL

WITNESSED:

Gene Spencer - e102883

Printed Name: LaToya Reese

Printed Name: Sara Sibson

Grantee:

Florida Power & Light Company,
a Florida corporation

By:
Printed Name: Matthew Barrows
Title: VP of Corporate Real Estate

STATE OF FLORIDA
COUNTY OF PALM BEACH

On this 29th day of November, 2022 before me, by means of ☑ physical presence or ☐ online notarization the undersigned notary public, personally appeared Matthew Barrows, the VP of Corporate Real Estate of Florida Power & Light Company on behalf of the corporation, personally known to me to be the person who subscribed to the foregoing instrument or who has produced a driver's license, as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

LATOYA N. REESE
Notary Public-State of Florida
Commission # HH 102668
My Commission Expires
March 10, 2025

NOTARY PUBLIC, STATE OF FLORIDA
Name (Print): LaToya Reese
Commission No.: 102668
My Commission Expires: March 10, 2025

Approved as to Form and Legal Sufficiency:

Sarah Esquerre Diaz 12/5/22
Assistant County Attorney

Folio Nos.: 30-6029-000-0030,
0040,0050,0060,0070

EXHIBITA

CFN: 20230195442 BOOK 33634 PAGE 4886

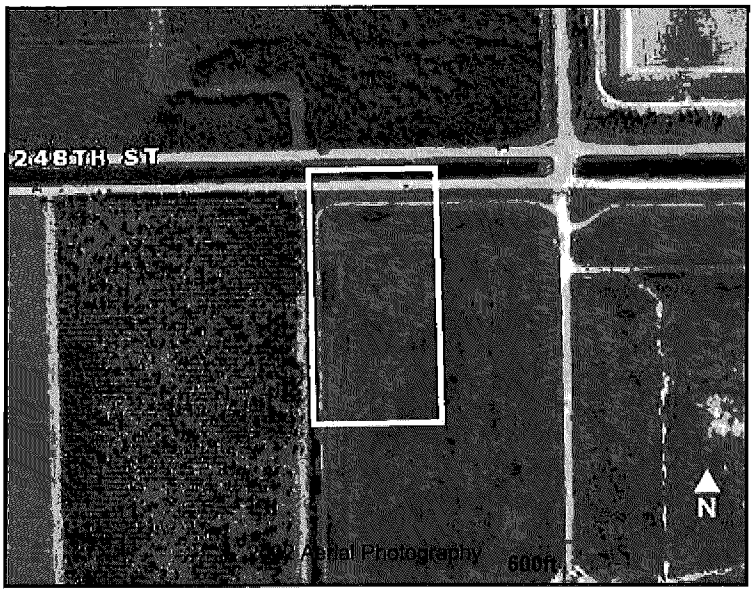
OFFICE OF THE PROPERTY APPRAISER

D 4

Summary Report

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0030
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
12/01/1975	$1	00000-00000	Sales which are disqualified as a result of examination of the deed
08/01/1972	$22,500	00000-00000	Sales which are qualified

Short Legal Description

29 56 40 5 AC
W1/2 OF NE1/4 OF NE1/4 OF NE1/4
A/K/A PARCEL 2
OR 13472-3088 1087 3

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at http://www.miamidade.gov/info/disclaimer.asp

Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

D 4

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0040
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Deeds that include more than one parcel
09/01/1973	$216,000	00000-00000	Deeds that include more than one parcel

Short Legal Description

29 56 40 5 AC
N1/2 OF NE1/4 OF SE1/4 OF NE1/4
A/K/A PORT PARCEL 1
OR 13472-3090 1087 3

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0050
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	653,400 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$127,500	$127,500	$75,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$127,500	$127,500	$75,000
Assessed Value	$90,750	$82,500	$75,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$90,750	$82,500	$75,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$127,500	$127,500	$75,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$90,750	$82,500	$75,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$36,750	$45,000	
County	Exemption	$90,750	$82,500	$75,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Sales which are qualified
09/01/1973	$216,000	00000-00000	Sales which are qualified

Short Legal Description
29 56 40 15 AC
E1/2 OF NE1/4 OF NE1/4 OF NE1/4 &
E1/2 OF SE1/4 OF SE1/4 OF NE1/4 &
S1/2 OF NE1/4 OF SE1/4 OF NE1/4
A/K/A PORT OF PARCEL 1

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

D 4

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0060
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	435,600 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$85,000	$85,000	$50,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$85,000	$85,000	$50,000
Assessed Value	$60,500	$55,000	$50,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$60,500	$55,000	$50,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$85,000	$85,000	$50,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$60,500	$55,000	$50,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$24,500	$30,000	
County	Exemption	$60,500	$55,000	$50,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
10/01/1984	$220,000	12373-0130	Deeds that include more than one parcel
09/01/1973	$216,000	00000-00000	Deeds that include more than one parcel

Short Legal Description
29 56 40 10 AC SE1/4 OF NE1/4 OF NE1/4 A/K/A PORT OF PARCEL 1 OR 13472-3090 1087 3

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Version:

OFFICE OF THE PROPERTY APPRAISER

Summary Report

D 4

Generated On : 11/29/2022

Property Information	
Folio:	30-6029-000-0070
Property Address:	
Owner	MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	9000 AGRICULTURE
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	217,800 Sq.Ft
Year Built	0



Assessment Information			
Year	2022	2021	2020
Land Value	$42,500	$42,500	$25,000
Building Value	$0	$0	$0
XF Value	$0	$0	$0
Market Value	$42,500	$42,500	$25,000
Assessed Value	$30,250	$27,500	$25,000

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0
School Board			
Exemption Value	$42,500	$42,500	$25,000
Taxable Value	$0	$0	$0
City			
Exemption Value	$0	$0	$0
Taxable Value	$0	$0	$0
Regional			
Exemption Value	$30,250	$27,500	$25,000
Taxable Value	$0	$0	$0

Benefits Information				
Benefit	Type	2022	2021	2020
Non-Homestead Cap	Assessment Reduction	$12,250	$15,000	
County	Exemption	$30,250	$27,500	$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

Short Legal Description
29 56 40 5 AC W1/2 OF SE1/4 OF SE1/4 OF NE1/4 LOT SIZE IRREGULAR OR 15234-298 1091 3

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Version:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
35 FOOT PERMANENT EASEMENT(NE 1/4 SECTION 29-56-40)

MIAMI-DADE WATER AND SEWER DEPARTMENT

Date: 08/23/2022

(•) APPROVED

( ) APPROVED SUBJECT TO NOTATIONS AND CORRECTIONS AS INDICATED

( ) DISPPROVED, REVISE AS INDICATED BY NOTATIONS AND CORRECTIONS, AND RESUBMIT

Approval shall not relieve the Professional Surveyor and Mapper of the responsibility for correct dimensions, elevations, or any other requirements of the design.

Checked: SURVEY Reviewed: Jose B.

EXHIBITA1

LEGAL DESCRIPTION:

A strip of land being a portion of the Northeast One-quarter (N.E. 1/4) of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida, and also being 35.00 feet in width and centered 17.50 feet on each side of the following described centerline:

COMMENCE at the Southeast Corner of said Northeast One-quarter (N.E. 1/4) of Section 29; thence N 89°47'50" W, along the South Line of said Northeast One-quarter (N.E. 1/4) of Section 29, for a distance of 57.53 feet, to the POINT OF BEGINNING of the following described centerline; thence N 01°27'41" W, a distance of 60.03 feet, to the point of intersection with the North Line, of the South 60.00 feet of said Northeast One-quarter (N.E. 1/4) of Section 29, thence N 89°47'50" W, along the previously described line, a distance of 544.52 feet, to the point of curvature with a circular curve, concave to the Northeast, and having a radius of 60.00 feet; thence Westerly, Northwesterly and Northerly along said curve to the right, through a central angle of 88°19'48", for an arc distance of 92.50 feet, to the point of tangency with the East Line of the West 23.00 feet, of the East One-half (East 1/2), of the East One-half (East 1/2), of said Northeast One-quarter (N.E. 1/4), of Section 29; thence N 01°28'02" W, along the previously described line, a distance of 2,470.41 feet, to the point of curvature with a circular curve, concave to the Southeast, and having a radius of 50.00 feet; thence Northerly, Northeasterly and Easterly along said curve to the right, through a central angle of 90°47'09", for an arc distance of 79.23 feet, to the point of tangency with the South Line of the North 90.50 feet of said Northeast One-quarter (N.E. 1/4) of Section 29; thence N 89°19'07" E, along the previously described line, a distance of 91.83 feet; thence N 70°58'08" E a distance of 287.47 feet to a point of intersection with the North line of the Northeast One-quarter (N.E. 1/4) of Section 29, said point of intersection is the POINT OF TERMINATION.

The sides of the previously mentioned strip are lengthened and shortened as necessary, to intersect both the South Line of said Northeast One-quarter (N.E. 1/4) of Section 29, and the North Line of said Northeast One-quarter (N.E. 1/4) of Section 29.

Containing 2.913 acres, more or less, by computations.

PARCEL D-4

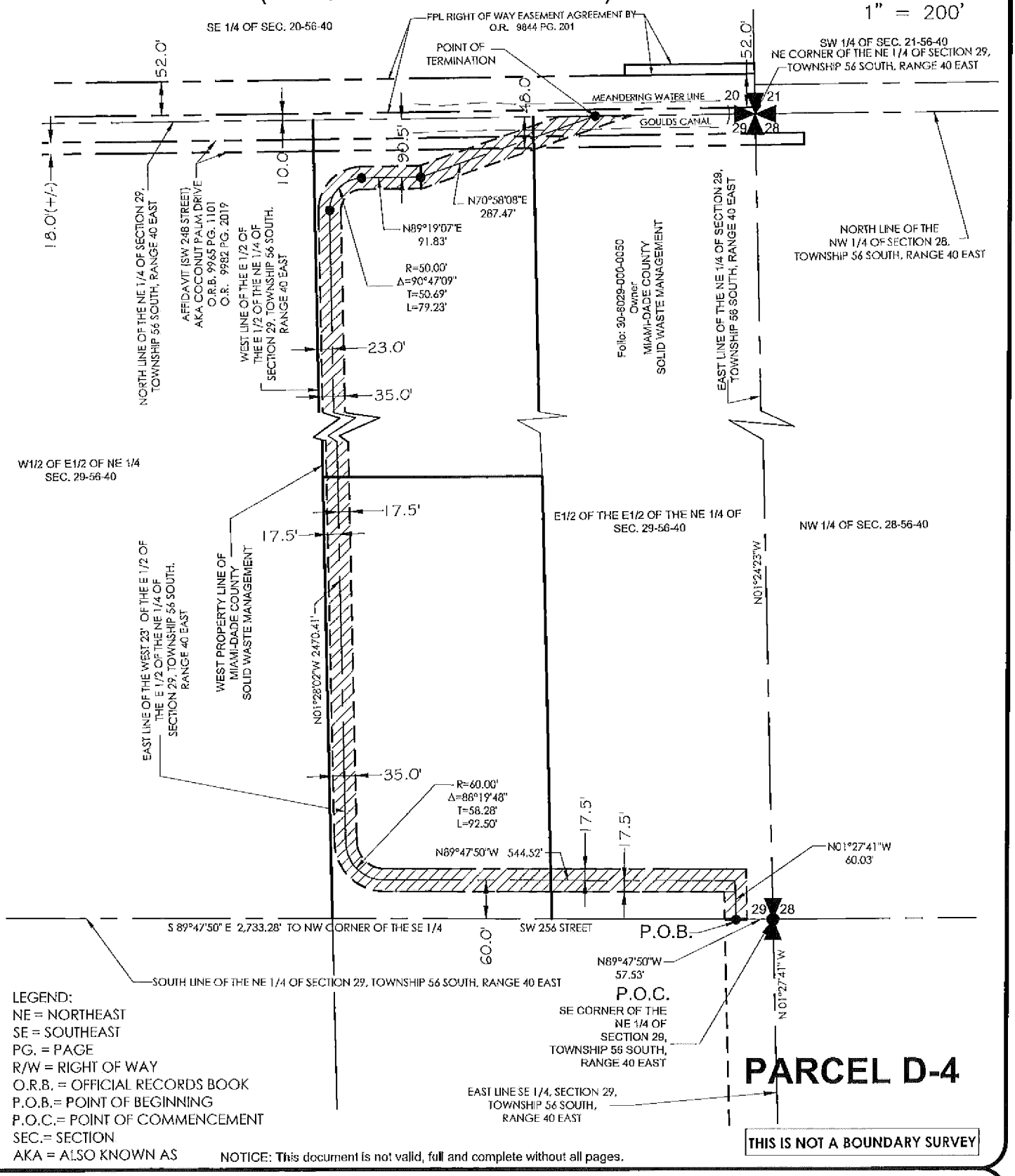
THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document consists of 3 pages and it is not valid, full and complete without all pages.

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
35 FOOT PERMANENT EASEMENT
(NE 1/4 SECTION 29-56-40)

0 100 200
SCALE
1" = 200'



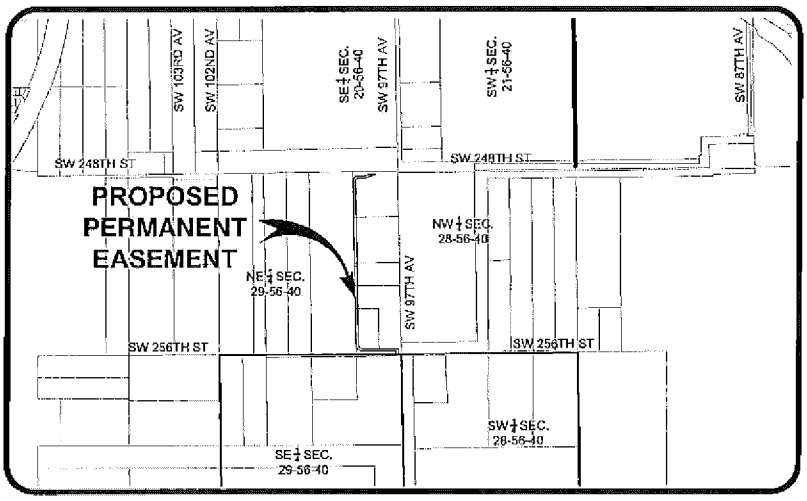
LEGEND:
NE = NORTHEAST
SE = SOUTHEAST
PG. = PAGE
R/W = RIGHT OF WAY
O.R.B. = OFFICIAL RECORDS BOOK
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT
SEC.= SECTION
AKA = ALSO KNOWN AS

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A BOUNDARY SURVEY

LONGITUDE SURVEYORS
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
35 FOOT PERMANENT EASEMENT(NE 1/4 SECTION 29-56-40)



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1.) Township Maps of Miami-Dade; Sheet of Section 29, Township 56 South, Range 40 East

Bearings shown hereon are based upon the East Line of Southeast One-Quarter (S.E. 1/4) of Section 29, Township 56 South, Range 40 East, Miami-Dade County, Florida with an assumed bearing of N 01°24'23" W, said line to be considered a well established and monumented line.

RESTRICTIONS:

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That the "Sketch to Accompany Legal Description" and the Survey Map resulting there from, was performed under my direction, and is true and correct to the best of my knowledge and belief and further that said "Sketch to Accompany Legal Description" meets the intent of the applicable provision of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rules 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2022.08.19 08:45:56 -04'00'

By: _____
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

Eduardo M. Suarez
No.6313
STATE OF FLORIDA
Professional Surveyor & Mapper

NOTICE: Not valid without the digital signature and seal and/or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions and deletions to this map to Survey by other than the signing party are prohibited without the written consent of the signing party.

PARCEL D-4

THIS IS NOT A BOUNDARY SURVEY

NOTICE: This document consists of 3 pages and not valid, full and complete without all pages.