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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 8(H)(1)

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

DATE: December 12, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the granting of a deed of conservation easement to the South Florida Water Management District for the preservation and conservation of lands within the Grand Lakes Multipurpose Special Taxing District, owned by Miami-Dade County, Florida; approving and authorizing the County Mayor to execute and record the conservation easement; and authorizing the County Mayor to take all actions necessary to effectuate same

Resolution No. R-1073-23

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Roberto J. Gonzalez.



Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum



Date: December 12, 2023

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

From: Daniella Levine Cava 
Mayor

Subject: Grand Lakes Multipurpose Special Taxing District- Conservation Easement

Executive Summary

The purpose of this item is to gain approval by the Board of County Commissioners (Board) to authorize the granting of a deed of conservation easement to the South Florida Water Management District (SFWMD) at four (4) parcels located within the Grand Lakes Multipurpose Special Taxing District. An easement was executed by the previous owner but was not recorded prior to land conveyance to Miami-Dade County (County), as shown in Exhibit B to this memorandum. SFWMD has requested the County to execute and record an easement.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the granting of a deed of conservation easement (Attachment A) to the South Florida Water Management District for four parcels within the Grand Lakes Multipurpose Special Assessment District in accordance with Environmental Resource Permit requested by Shoma Development Corp., which authorized the development of the Grand Lakes development in 2001.

Scope

The subject properties are four parcels generally located between SW 149th Place and SW 150th Avenue, north of SW 15th Street, and between SW 149th Avenue and SW 151st Place, south of SW 18th Street, Folio Nos. 30-4909-002-2040 and 30-4909-007-2910, owned by Miami-Dade County. This property is located within County Commission District 11, represented by Commissioner Roberto J. Gonzalez.

Fiscal Impact/Funding Source

The easement will not create any financial impact to Miami-Dade County.

Social Equity Statement

If approved, property owners within the Grand Lakes Multipurpose Special Taxing District will continue to pay special assessments appropriately apportioned according to the special benefit they receive from the Special Taxing District's service, regardless of their demographics, and that the total estimated amount of the special assessment to be levied would not be in excess of such special benefit.

Track Record/Monitor

Natalia Neira, Park Planner III and Janette Delgado, Special Assessment Manager of the Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) will process the deed of conservation easement.

Delegated Authority

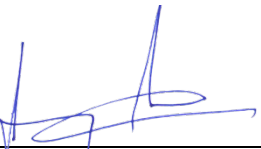
The County Mayor or County Mayor's designee shall have the authority to execute and record the conservation easement and exercise all rights therein.

Background

SFWMD has requested the county to execute and record a conservation easement for four subject parcels within the Grand Lakes Multipurpose Special Assessment District. A conservation easement was executed by the previous owner, Shoma Development Corporation, in 2001, as a requirement to the Grand Lakes residential development. As part of a compliance review, SFWMD found that the conservation easement had not been recorded. The conservation easement serves to preserve the tree islands and wetland areas and provide for their long-term management. Failure by the County to execute and record the conservation easement could result in non-compliance and enforcement action resulting in civil penalties, costs, and expenses due by the County until recorded.

Three (3) out of the four (4) subject parcels are already encumbered with a nearly identical conservation easement in favor of Miami-Dade County DERM since 2004, in accordance with Official Records Book (ORB) 22953 Page 2646-2651. The land has been maintained under the conservation requirements by the Special Assessment District Division. Notices of non-compliance have been issued by SFWMD to the County related to the failure to record the conservation easement.

Attachments



Jimmy Morales
Chief Operations Officer

ATTACHMENT A

Prepared by:
Natalia Neira
Miami-Dade County
Parks, Recreation and Open Spaces Department
275 NW 2nd Street, 4th Floor
Miami, FL 33128

Return original or certified recorded document to:

Gregory Vazquez, PWS
South Florida Water Management District
3301 Gun Club Road, MSC 9210
West Palm Beach, FL 33406

Deed of Conservation Easement for Local Governments

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this _____ day of _____, 2023, by Miami-Dade County, a political subdivision of the State of Florida, Miami-Dade County ("Grantor") whose mailing address is 111 NW 1st Street, Miami, FL 33128 to the South Florida Water Management District ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Miami-Dade County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. 13-01787-P ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the area of the Property described on Exhibit "B" which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.



The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:
i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;
ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;
iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and
iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

9. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

10. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

11. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

12. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Miami-Dade County, Florida.

13. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Miami-Dade County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever, to the extent permitted by law.

IN WITNESS WHEREOF, Miami-Dade County ("Grantor") has hereunto set its authorized hand this

day of _____, 2023.

Miami-Dade County
A political subdivision of the State of Florida

By: _____
(Signature)

Daniela Levine Cava, Mayor
(Name and Title)

ATTEST:

By: _____
Deputy Clerk

Date: _____

Mortgagee (Lender) Joinder, Consent, and Subordination

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Miami-Dade County, the owner and holder of a mortgage dated _____, given by _____ ("Mortgagor/Borrower") to _____ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all in the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to the South Florida Water Management District, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee/Lender Joinder, Consent, and Subordination is made this _____ day of _____, 20____.

By: _____ (Signature) _____ (Mortgagee/Lender)

Name: _____

Title: _____ (Print)

WITNESSES:

By: _____ (Signature) By: _____ (Signature)

Name: _____ (Print) Name: _____ (Print)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (print name), as _____ (title) of _____ (Mortgagee/Lender) on behalf of the ☐ corporation, or ☐ _____ (choose one). He/She is personally known to me or has produced a _____ (state) driver's license as identification.

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

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

EXHIBIT "A"
LOCATION MAP
SKETCH AND LEGAL DESCRIPTION
FOR TREE PRESERVATION TRACTS I, L, M AND H

N.T.S.



This Location Map (Exhibit "A") and the accompanying sketches (Exhibit "B") are not valid one without the other.

EXHIBIT B

[LEGAL DESCRIPTION AND SKETCH OF CONSERVATION AREA]

EXHIBIT "B"
GRAND LAKES - TREE
PRESERVATION - TRACT "I"
SKETCH AND LEGAL DESCRIPTION

TRACT "I" TREE PRESERVATION AREA

All that piece or parcel of land situated and lying and being in Section 9, Township 54 South, Range 39 East being in Miami Dade County Florida more particularly described as follows:

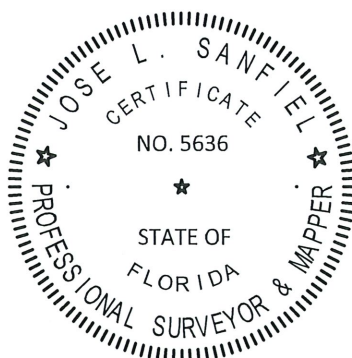
TRACT "I", GRAND LAKES PHASE 2, according to the plat thereof, as recorded in Plat Book 159, at Page 68 of the Public Records of Miami Dade County, Florida. Said parcel of land containing 257,623.53 sq. feet +/- or 5.914 acres +/-.

Said parcel of land also known as:

*Note- The following legal description is referenced to 13-01787-P_UnrecordedCE_20220718 being an unrecorded Deed of Conservation Easement prepared by Sergio Redondo and Associates and is contained in said unrecorded Deed of Conservation Easement provided by the South Florida Water Management District being approved on November 20th, 2001.

Commencing at the North $\frac{1}{4}$ corner of Section 9, Township 54 South, Range 39 East: thence S 2° 15' 20" E for a distance of 980.00 feet; thence N 87° 45' 31" E for a distance of 923.41 feet to the POINT OF BEGINNING of the herein described parcel:

Thence N 87° 45' 31" E a distance of 126.53 feet; Thence S 02° 14' 29" E a distance of 126.75 feet; to a curve having a radial bearing of S 34° 44' 42" E, a radius of 75.00 feet, and a central angle 57° 30' 20"; Thence proceed Southwesterly along the arc of said curve, a distance of 75.27 feet to the end of said curve; Thence S 02° 15' 02" E a distance of 530.04 feet; Thence S 87° 45' 31" W a distance 322.37 feet to a curve having a radial bearing of N 63° 12' 08" E, a radius of 534.51 feet, and a central angle of 81° 52' 03". Thence proceed Northwesterly along the arc of said curve, a distance of 763.73 feet to the end of said curve; to a curve having a radius of 75.00 feet and a central of 45° 43' 40"; thence proceed Northwesterly along the arc of said curve, a distance of 59.86 to the end of said curve; and also being the POINT OF BEGINNING of the herein described parcel.



JOSE L. SANFIEL, PSM
Florida License # 5636

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED
BY JOSE L. SANFIEL, P.S.M. ON 3/27/2023
(THIS IS NOT THE DATE OF SURVEY)

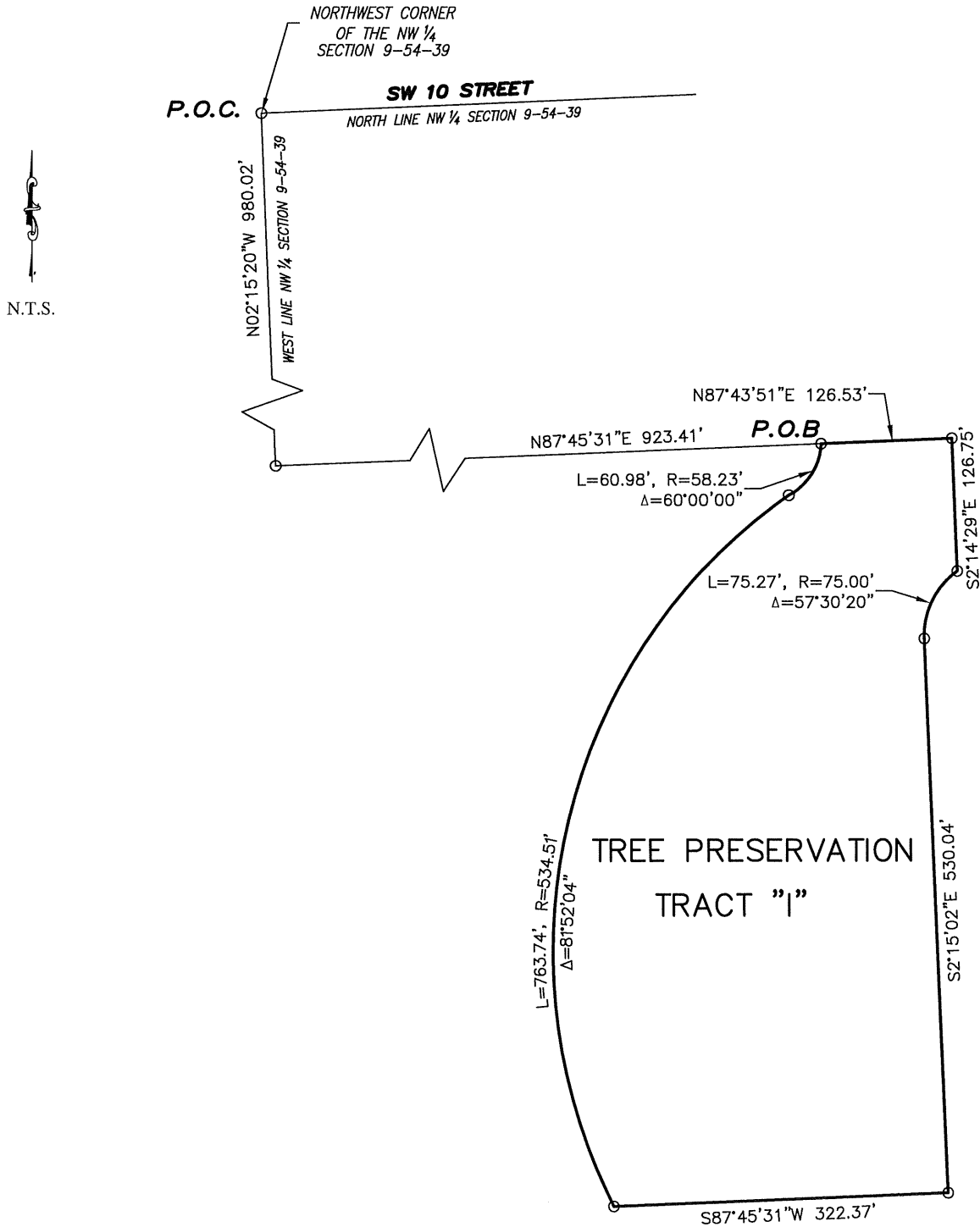
NOTES:

1. THIS IS NOT A BOUNDARY SURVEY..
2. "P.O.C." denotes "Point of Commencement".
3. "P.O.B." denotes "Point of Beginning".
4. "O.R.B."denotes "Official Records Book"
4. "Bearing are base on N87°36'33"E for the North line of the Northwest $\frac{1}{4}$ of Section 4, Township 55 South, Range 40 East

MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite # 1610
Miami, Florida 33128 (305) 375-2657
Date: 3-27-2023

This Description (Exhibit "B") and the accompanying sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper. This description and the accompanying (Exhibit "A") are not valid one without the other.

EXHIBIT "B" TREE PRESERVATION TRACT "I" SKETCH AND LEGAL DESCRIPTION



This Description (Exhibit "B") and the accompanying sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper. This description and the accompanying (Exhibit "A") are not valid one without the other.

EXHIBIT "B"
GRAND LAKES - TREE
PRESERVATION - TRACT "L"
SKETCH AND LEGAL DESCRIPTION

TRACT "L" TREE PRESERVATION AREA

All that piece or parcel of land situated and lying and being in Section 9, Township 54 South, Range 39 East being in Miami Dade County Florida more particularly described as follows:

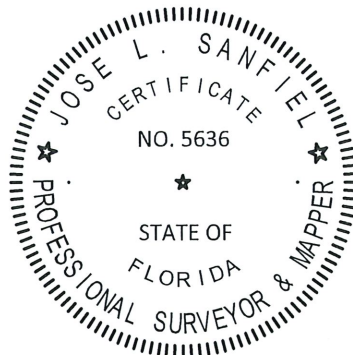
TRACT "L", GRAND LAKES PHASE 3, according to the plat thereof, as recorded in Plat Book 161, at Page 34 of the Public Records of Miami Dade County, Florida. Said parcel of land containing 93,306 sq. feet +/- or 2.1375 acres +/-.

Said parcel of land also known as:

*Note- The following legal description is referenced to 13-01787-P_ Unrecorded_20220718 being an unrecorded Deed of Conservation Easement prepared by Sergio Redondo and Associates and is contained in said unrecorded Deed of Conservation Easement provided by the South Florida Water Management District being approved on November 20th, 2001.

Commencing at the South $\frac{1}{4}$ corner of Section 9, Township 54 South, Range 39 East: thence S 2° 15' 20" W for a distance of 2,450.91 feet; thence N 87° 44' 39" E for a distance of 215.00 feet to the POINT OF BEGINNING of the herein described parcel:

Thence N 87° 44' 39" E a distance of 211.96 feet; to a curve having a radial bearing of S 02° 15' 21" E, a radius of 25.00 feet, a central angle of 90° 00' 01", Thence proceed Southeasterly along the arc of said curve, a distance of 39.27 feet to the end of said curve; Thence S 02° 15' 20" E a distance of 127.04 feet; to a curve having a radial bearing of S 87° 44' 40" W, a radius of 262.00 feet and a central angle of 83° 56' 07", Thence proceed Southwesterly along the arc of said curve, a distance of 383.82 feet to the end of said curve; to a curve having a radial bearing of N 08° 19' 13" W, a radius of 25.00 feet, and a central angle of 96° 03' 53", Thence proceed Northwesterly along the arc of said curve, a distance of 41.92 feet to the end of said curve; thence N 02° 15' 20" W a distance of 362.72 feet; to a curve having a radial bearing of N 87° 44' 40" E, a radius of 25.00 feet, a central angle of 89° 58' 59", Thence proceed Northwesterly along the arc of said curve, a distance of 39.27 feet to the end of said curve: also being the POINT OF BEGINNING of the herein described parcel.



JOSE L. SANFIEL, PSM
Florida License # 5636

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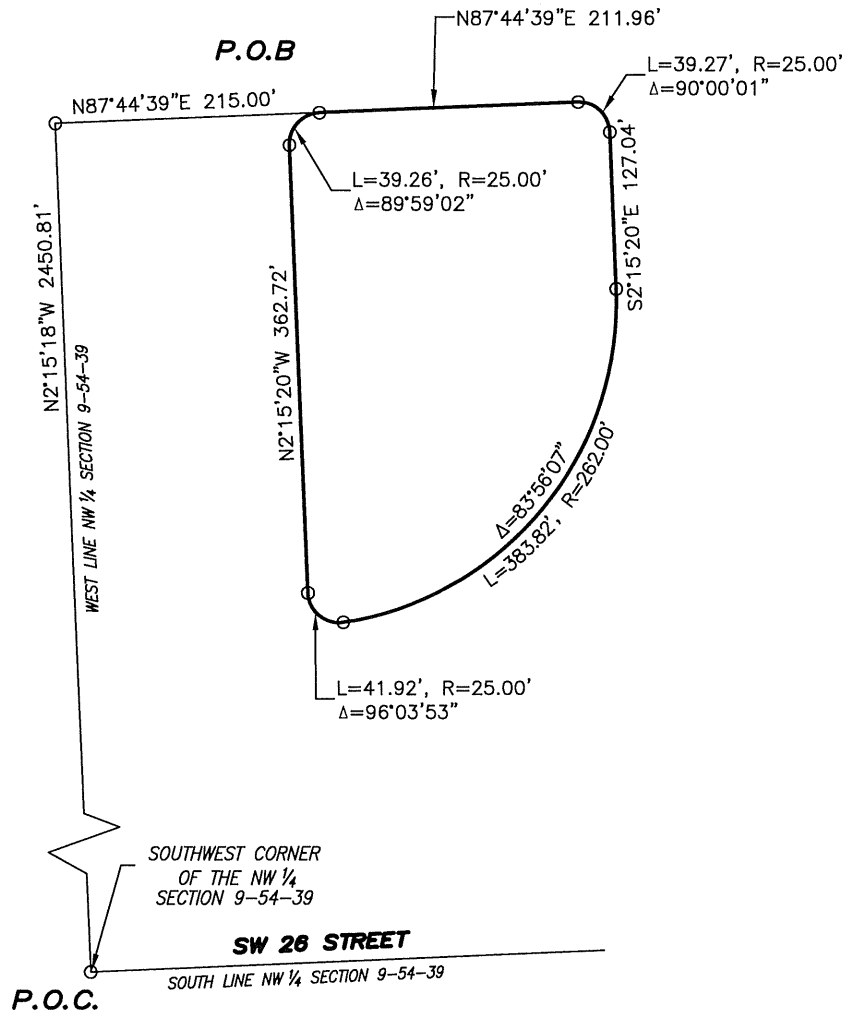
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3. "P.O.B." denotes "Point of Beginning".
4. "O.R.B."denotes "Official Records Book"
4. "Bearing are base on N87°36'33"E for the North line of the Northwest $\frac{1}{4}$ of Section 4, Township 55 South, Range 40 East

MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite # 1610
Miami, Florida 33128 (305) 375-2657
Date: 3-27-2023

This Description (Exhibit "B") and the accompanying sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper. This description and the accompanying (Exhibit "A") are not valid one without the other.

EXHIBIT "B" TREE PRESERVATION TRACT "L" SKETCH AND LEGAL DESCRIPTION



This Description (Exhibit "B") and the accompanying sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper. This description and the accompanying (Exhibit "A") are not valid one without the other.

EXHIBIT "B"
GRAND LAKES - TREE
PRESERVATION - TRACT "M"
SKETCH AND LEGAL DESCRIPTION

TRACT "M" TREE PRESERVATION AREA

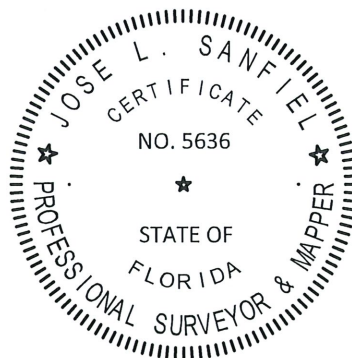
All that piece or parcel of land situated and lying and being in Section 9, Township 54 South, Range 39 East being in Miami Dade County Florida more particularly described as follows:

TRACT "M", GRAND LAKES PHASE 3, according to the plat thereof, as recorded in Plat Book 161, at Page 34 of the Public Records of Miami Dade County, Florida. Said parcel of land containing 106,900.47 sq. feet +/- or 2.449 acres +/-.

Said parcel of land also known as: (See page 2 of this document)



JOSE L. SANFIEL, PSM
Florida License # 5636



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED
BY JOSE L. SANFIEL, P.S.M. ON 3/27/2023
(THIS IS NOT THE DATE OF SURVEY)

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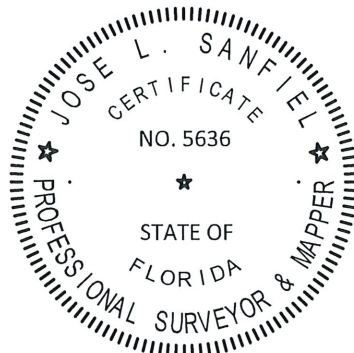
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EXHIBIT "B"
GRAND LAKES - TREE
PRESERVATION - TRACT "M"
SKETCH AND LEGAL DESCRIPTION

*Note- The following legal description is referenced to 13-01787-P_ UnrecordedCE_20220718 being an unrecorded Deed of Conservation Easement prepared by Sergio Redondo and Associates and is contained in said unrecorded Deed of Conservation Easement provided by the South Florida Water Management District being approved on November 20th, 2001.

Commencing at the South $\frac{1}{4}$ corner of Township 9 Section 54 Range 39 East; thence N 02° 15' 20" W for a distance of 2,399.91 feet; thence N 87° 44' 40" E for a distance of 501.96 feet to the POINT OF BEGINNING of the herein described parcel,

Thence N 87° 44' 40" E a distance of 95.36 feet to a curve having a radial bearing of S 02° 15' 20" E, a radius of 180.00 feet, and a central angle of 31° 47' 17", Thence proceed Southwesterly along the arc of said curve, to a curve having a radial bearing of N 29° 31' 57" E, a radius of 180.00 feet, a central angle of 31° 47' 18", Thence proceed Southeasterly along the arc of said curve, a distance of 99.87 feet to the end of said curve; Thence N 87° 44' 39" E a distance of 82.32 feet; Thence S 02° 15' 20" E a distance of 45.48 feet; to a curve having a radial bearing of N 87° 26' 34" W, a radius of 677.33 feet, and a central angle of 14° 31' 00", thence proceed Southwesterly along the arc of said curve, a distance of 171.61 feet to the end of said curve; Thence N 78° 14' 44" W a distance of 159.08 feet; to a curve having a radial bearing of S 11° 45' 16" W a radius of 50.00 feet, and a central angle of 151° 01' 39", thence proceed Southwesterly along the arc of said curve, a distance of 131.80 feet to the end of said curve; to a curve having a radial bearing of S 40° 43' 37" W, a radius of 25.00 feet, and a central angle of 74° 35' 25", thence proceed Southeasterly along the arc of said curve, a distance of 32.55 feet to the end of said curve; to a curve having a radial bearing of N 64° 40' 58" W, a radius of 518.00 feet, and a central angle of 08° 54' 18", thence proceed Southwesterly along the arc of said curve, a distance of 80.51 feet to the end of said curve; to a curve having a radial bearing of N 55° 46' 40" W, a radius of 25.00 feet, and a central angle of 96° 34' 51", thence proceed Southwesterly along the arc of said curve, a distance of 42.14 feet to the end of said curve; thence N 49° 11' 50" W a distance of 163.70 feet; to a curve having a radius of 25.00 feet, and a central angle of 80° 30' 27", thence proceed Northwesterly along the arc of said curve, a distance of 35.13 feet, to the end of said curve, to a curve having a radial bearing of N 58° 41' 22" W, a radius of 312.00 feet, and a central angle of 33° 33' 58", thence proceed Northeasterly along the arc of said curve, thence N 02° 15' 20" W a distance of 101.04 feet; to the POINT OF BEGINNING of the herein described parcel.



JOSE L. SANFIEL, PSM
Florida License # 5636

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED
BY JOSE L. SANFIEL, P.S.M. ON 3/27/2023
(THIS IS NOT THE DATE OF SURVEY)

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY..
2. "P.O.C." denotes "Point of Commencement".
3. "P.O.B." denotes "Point of Beginning".
4. "O.R.B." denotes "Official Records Book"
4. "Bearing are base on N87°36'33"E for the North line of the Northwest $\frac{1}{4}$ of Section 4, Township 55 South, Range 40 East

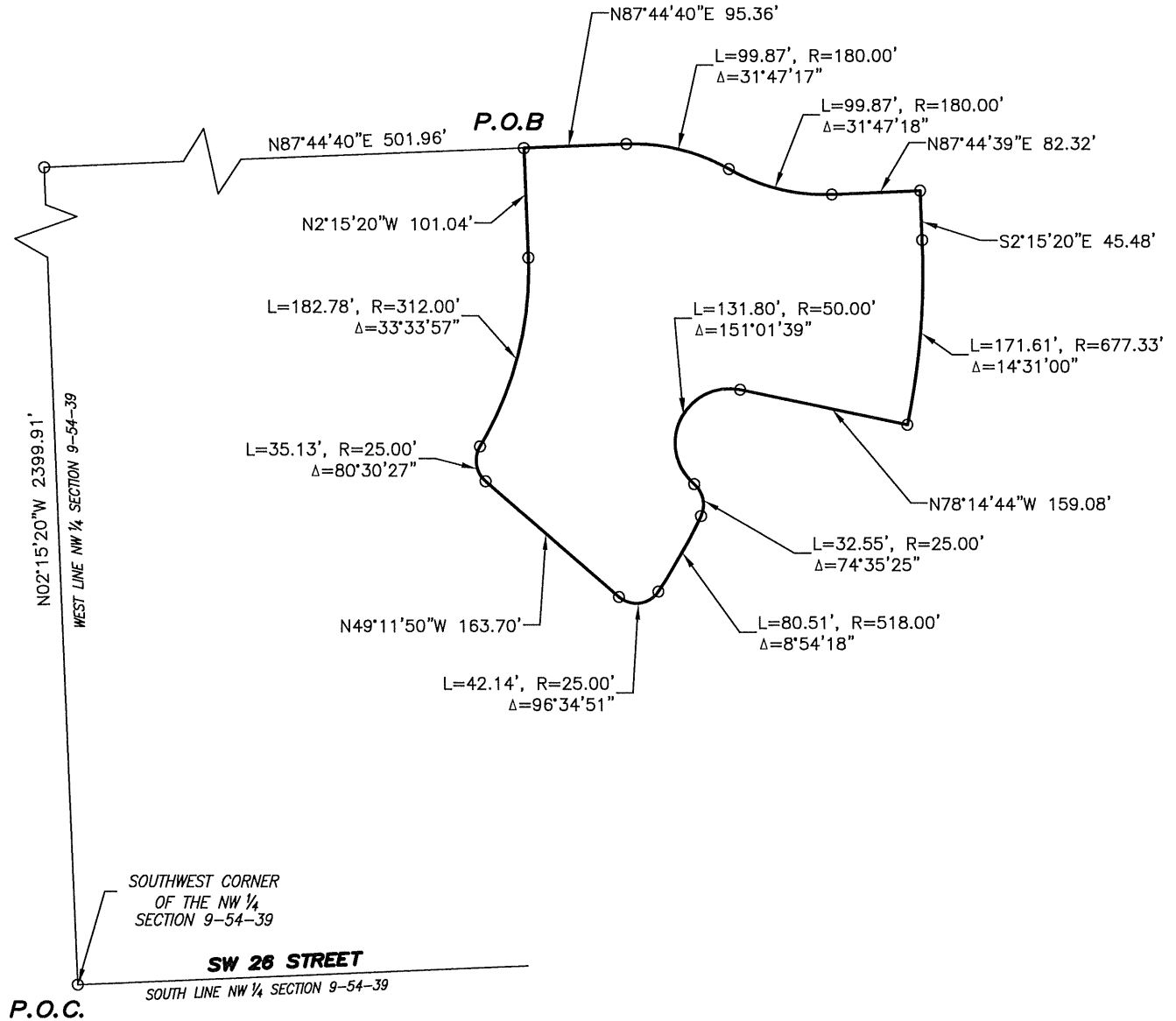
MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite # 1610
Miami, Florida 33128 (305) 375-2657
Date: 3-27-2023

This Description (Exhibit "B") and the accompanying sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper. This description and the accompanying (Exhibit "A") are not valid one without the other.

EXHIBIT "B"

TREE PRESERVATION TRACT "M"

SKETCH AND LEGAL DESCRIPTION



This Description (Exhibit "B") and the accompanying sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper. This description and the accompanying (Exhibit "A") are not valid one without the other.

EXHIBIT "B"
GRAND LAKES - TREE
PRESERVATION - TRACT "H"
(formerly known as Tract "Y")
SKETCH AND LEGAL DESCRIPTION

TRACT "H" TREE PRESERVATION AREA

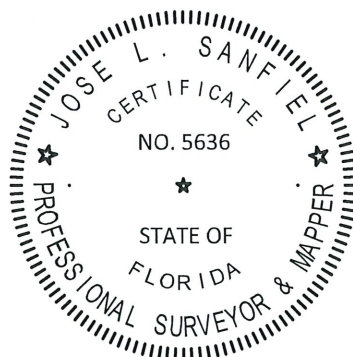
All that piece or parcel of land situated and lying and being in Section 9, Township 54 South, Range 39 East being in Miami Dade County Florida more particularly described as follows:
TRACT "H", GRAND LAKES PHASE 3, according to the plat thereof, as recorded in Plat Book 161, at Page 34 of the Public Records of Miami Dade County, Florida. Said parcel of land containing 22,454 sq. feet +/- or 0.42 acres +/-.

Said parcel of land also known as:

*Note- The following legal description is referenced to 13-01787-P_ UnrecordedCE_20220718 being an unrecorded Deed of Conservation Easement prepared by Sergio Redondo and Associates and is contained in said unrecorded Deed of Conservation Easement provided by the South Florida Water Management District being approved on November 20th, 2001.

Commencing at the North $\frac{1}{4}$ corner of Section 9, Township 54 South, Range 39 East: thence S 2° 15' 20" E for a distance of 2,583.91 feet, thence N 87° 44' 39" E for a distance of 1,140.46 feet to the POINT OF BEGINNING of the herein described parcel.

Thence N 87° 44' 39" E a distance of 129.55 feet; to a curve having a radial bearing of S 02° 15' 21" E, a radius of 25.00 feet, a central angle of 90° 00' 00", thence proceed Southeasterly along the arc of said curve, a distance of 39.27 feet to the end of said curve, Thence S 02° 15' 21" E a distance of 64.00 feet; to a curve having a radial bearing of S 87° 44' 39" W, a radius of 25.00 feet, and a central angle of 90° 00' 00", Thence proceed Southwesterly along the arc of said curve, a distance of 39.27 feet to the end of said curve; Thence S 87° 44' 39" W a distance of 129.55 feet; to a curve having a radial bearing of N 02° 15' 21" W, a radius of 57.00 feet, and a central angle of 180° 00' 00", Thence proceed Northwesterly along the arc of said curve, a distance of 179.07 feet to the end of said curve; also being the POINT OF BEGINNING of the herein described parcel.




JOSE L. SANFIEL, PSM
Florida License # 5636

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED
BY JOSE L. SANFIEL, P.S.M. ON 3/27/2023
(THIS IS NOT THE DATE OF SURVEY)

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY..
2. "P.O.C." denotes "Point of Commencement".
3. "P.O.B." denotes "Point of Beginning".
4. "O.R.B." denotes "Official Records Book"
4. "Bearing are base on N87°36'33"E for the North line of the Northwest $\frac{1}{4}$ of Section 4, Township 55 South, Range 40 East

MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite # 1610
Miami, Florida 33128 (305) 375-2657
Date: 3-27-2023

This Description (Exhibit "B") and the accompanying sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper. This description and the accompanying (Exhibit "A") are not valid one without the other.

SKETCH AND LEGAL DESCRIPTION

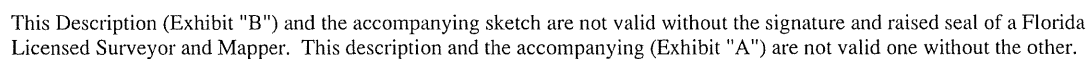


EXHIBIT C

[MANAGEMENT PLAN OR "INTENTIONALLY LEFT BLANK"]

TITLE, POSSESSION AND LIEN AFFIDAVIT
(No Title Insurance)

_____ ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Grantor (as hereinafter defined) makes these representations to the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT** ("District" or "Grantee") to induce the District to issue District Permit No. _____, and accept a conservation easement. Affiant further states that:

1. We/I, _____ (include the names of all owners), (hereinafter collectively referred to as "Grantor") am the owner in fee simple and now in possession of the real property together with the improvements located thereon described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof
(hereinafter the "Property").

2. The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for easements, restrictions, or other title matters listed in the schedule of exceptions in the title search for the property subject to this conservation easement in the Property to be received by Grantee in this transaction.
3. There are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title, and the Grantor has not and will not execute any instrument that would adversely affect the interest to be insured.
4. Grantor has undisputed possession of the Property; there is no other person or entity in possession or who has any possessory right in the Property; and Grantor knows of no defects in the fee simple title to the Property.
5. No "Notice of Commencement" has been recorded which pertains to the Property since the date of the title search, there are no unrecorded laborer's, mechanic's or materialmen's liens against the Property, and no material has been furnished to the Property for which payment has not been paid in full. If a "Notice of Commencement" has been recorded, the Grantor agrees to execute and record a Subordination of Notice of Commencement to the conservation easement in the Property to be received by Grantee in this transaction.
6. Within the past 90 days there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.
7. There are not due, or to come due, unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities or improvements made by any governmental authority. Should any bill be found which relates to Grantor's possession, Grantor will pay such bill upon demand. No notice has been received of any public hearing regarding future or pending zoning changes or assessments for improvements by any governmental authority.
8. There are no unrecorded deeds, agreements for deed, judgments, liens, mortgages, easements or rights of way for users, or adverse interests with respect to the Property.
9. If this is improved Property that Grantor is the owner of, there are no claims, liens or security interests whatsoever of any kind or description against the furniture, fixtures, equipment and personal property located in the improvements on the Property and sold as part of this transaction. All tangible personal property taxes are paid in full.
10. There are no existing contracts for sale affecting the Property.
11. There is no civil action pending which involves the Property in any way.

TITLE, POSSESSION AND LIEN AFFIDAVIT
(No Title Insurance)

12. There are no federal tax claims, liens or penalties assessed against the Grantor in any capacity.
13. No proceedings in bankruptcy have ever been brought by or against Grantor nor has an assignment for the benefit of creditors been made at anytime, nor is there now in effect any assignment of rents of the Property or any part thereof.
14. The real estate taxes will be kept current.
15. Grantor is not a "non resident alien" for the purposes of United States income taxation, nor is Grantor a "foreign person" (as such term is defined in Section 1445 of the Internal Revenue Code of the United States and its related Income Tax Regulations). Grantor understands that the certification made in this paragraph may be disclosed to the Internal Revenue Service by the Grantees; that any false statement contained in this paragraph could be punished by fine, imprisonment, or both; and that the information contained in this paragraph is true and correct and as provided under penalties of perjury.
16. Grantor has no knowledge as to any hazardous substances (as defined by any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree) present on the Property. There has been no production, placement, disposal, storage, release or discharge on or from the Property of any hazardous substances, and there are no buried, partially buried, or aboveground tanks, storage vessels, drums or containers located on the Property. Grantor has received no warning notices, notices of violation, administrative complaints, judicial complaints or other formal or informal notices from any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.

THIS AFFIDAVIT is made for the purpose of inducing the District to issue District Permit No. _____. Grantor intends for the District to rely on these representations.

Grantor's Name: _____

Grantor's Title (if any): _____

STATE OF _____

COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 20____, by _____, Such person (Notary Public must check applicable box): [] is personally known to me [] produced their current driver license [] produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____

Note: the signature and notary blocks may be repeated if there is more than one Grantor.

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____, 2001, by Celomading, S.A., a Panama Corporation, c/o Shoma Development Corporation 8550 Northwest 33rd Street, Miami, Florida ("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Miami-Dade County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein ("Property"); and

WHEREAS, the Grantor desires to construct Grand Lakes ("Project") at a site in Miami-Dade County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District Permit No. _____ ("Permit") authorizes certain activities which affect waters in or of the State of Florida; and

WHEREAS, this Permit requires that the Grantor preserve, enhance, restore and/or mitigate wetlands and/or uplands under the District's jurisdiction; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit, is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (2000), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual conservation easement for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this conservation easement shall be as follows:

1. It is the purpose of this conservation easement to retain land or water areas

ADD/REVISED SUBMITTAL

NOV 21 2001

1 of 10

EXHIBIT 28A

MDC025

SCANNED

in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland and/or upland areas included in the conservation easement which are to be enhanced or created pursuant to the Permit shall be retained and maintained in the enhanced or created conditions required by the Permit.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. To enter upon the Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are permitted or required by the Permit, the following activities are prohibited in or on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

Standard form – July, 2001

EXHIBIT 28B

2 of 510

SCANNED

MDC026

g. Acts or uses detrimental to such aforementioned retention of land or water areas;

h. Acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any District rule, criteria, permit and the intent and purposes of this Conservation Easement.

4. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

5. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

6. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

7. Any costs incurred in enforcing, judicially or otherwise, the terms, provisions and restrictions of this conservation easement shall be borne by and recoverable against the nonprevailing party in such proceedings.

8. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

9. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under the applicable state laws.

10. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

11. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property.

Standard form – July, 2001

EXHIBIT 28C

3 of 5

SCANNED

MDC027

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

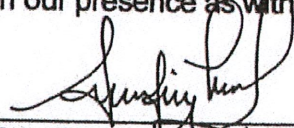
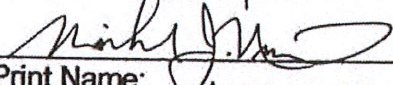
13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Miami-Dade County.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

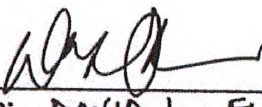
Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this conservation easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, _____ has hereunto set its authorized hand this _____ day of _____, 200__.

Signed, sealed and delivered
in our presence as witnesses:


Print Name: Serafin Leal

Print Name: MICHAEL J. NICHOLS

CELOMADINO, S.A.
A Panama corporation

By: 
Print Name: DAVID L. FLINN
Title: SECRETARY

STATE OF FLORIDA

Standard form - July, 2001

EXHIBIT 28D

4 of 10

SCANNED

MDC028

) ss:

COUNTY OF Wade

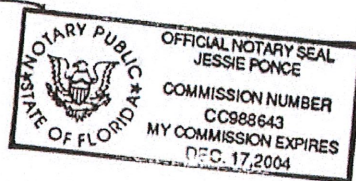
On this 20 day of NOV, 2001 before me, the undersigned notary public, personally appeared, personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, as the (position) _____, of (corporation) _____, a Panama corporation, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

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

NOTARY PUBLIC, STATE OF FLORIDA

Jessie Ponce
Print Name:

My Commission Expires:



South Florida Water Management District
Legal Form Approved
Date: July, 2001

EXHIBIT 28E

Standard form – July, 2001

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✓
SCANNED

MDC029

0 1-02

P. O. C. NORTH 1/4 CORNER
SEC. 9-54-39



S02°15'20"E 2563.91'

N07°44'39"E 1140.45'

P. O. B.

N07°44'39"E 129.55'

TREE PRESERVATION
TRACT Y

S02°15'21"E 64.00'

LEGAL DESCRIPTION FOR TRACT Y (TREE PRESERVATION)

Commencing at the North 1/4 corner of Section 9 Township 54 Range 39 East; thence S02°15'20"E for a distance of 2563.91 feet, thence N07°44'39"E for a distance of 1140.45 feet to the POINT OF BEGINNING of the herein described parcel.
Thence N07°44'39"E a distance of 129.55 feet;
To a curve having a radial bearing of S02°15'21"E, a radius of 25.00 feet, and a central angle of 90°00'00" Thence proceed Southeasterly along the arc of said curve, a distance of 39.27 feet to the end of said curve;
Thence S02°15'21"E a distance of 64.00 feet;
To a curve having a radial bearing of S07°44'39"W, a radius of 25.00 feet, and a central angle of 90°00'00" Thence proceed Southwesterly along the arc of said curve, a distance of 39.27 feet to the end of said curve;
Thence S07°44'39"W a distance of 129.55 feet;
To a curve having a radial bearing of N02°15'21"W, a radius of 57.00 feet, and a central angle of 180°00'00" Thence proceed Northwesterly along the arc of said curve, a distance of 179.07 feet to the end of said curve; also being the POINT OF BEGINNING of the herein described parcel.

EXHIBIT 28F



SERGIO
ALARCON &
ASSOCIATES

Professional
Land Surveyors

13712 S.W. 145 Court Miami, FL 33186
Tel.: (305) 378-4443 Fax: (305) 378-4582

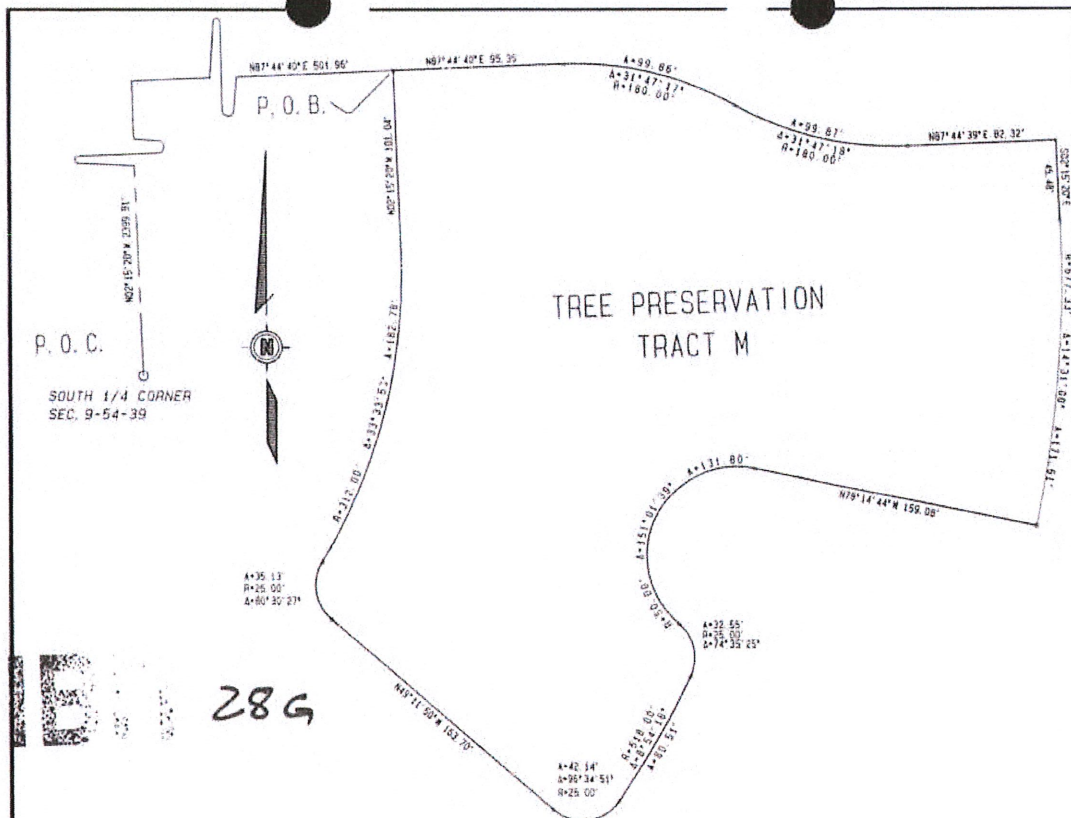
SKETCH
AND
LEGAL

Sheet 1 of 1 Sheets

LAD FILE PRESERVE • 11-20-01

SCANNED
4/10

EXHIBIT 28G



LEGAL DESCRIPTION FOR TRACT M (TREE PRESERVATION)

Commencing at the South 1/4 corner of Township 9 Section 54 Range 39 East; thence N02°15'20"W for a distance of 2399.91 feet; thence N87°44'40"E for a distance of 501.96 feet to the POINT OF BEGINNING of the herein described parcel; thence N87°44'40"E a distance of 95.36 feet; To a curve having a radial bearing of S02°15'20"E, a radius of 180.00 feet, and a central angle of 31°47'17"; Thence proceed Southeasterly along the arc of said curve, a distance of 99.86 feet to the end of said curve; To a curve having a radial bearing of N29°31'57"E, a radius of 180.00 feet, and a central angle of 31°47'18"; Thence proceed Southeasterly along the arc of said curve, a distance of 99.87 feet to the end of said curve; Thence N87°44'39"E a distance of 82.32 feet; Thence S02°15'20"E a distance of 45.48 feet; To a curve having a radial bearing of S87°26'34"W, a radius of 677.33 feet, and a central angle of 14°31'00"; Thence proceed Southwesterly along the arc of said curve, a distance of 171.61 feet to the end of said curve; Thence N78°14'44"W a distance of 159.08 feet; To a curve having a radial bearing of S11°45'16"W, a radius of 50.00 feet, and a central angle of 151°01'39"; Thence proceed Southwesterly along the arc of said curve, a distance of 131.80 feet to the end of said curve; To a curve having a radial bearing of S40°43'37"W, a radius of 25.00 feet, and a central angle of 74°35'25"; Thence proceed Southeasterly along the arc of said curve, a distance of 32.55 feet to the end of said curve; To a curve having a radial bearing of N64°40'58"W, a radius of 518.00 feet, and a central angle of 8°54'18"; Thence proceed Southwesterly along the arc of said curve, a distance of 80.51 feet to the end of said curve; To a curve having a radial bearing of N55°46'40"W, a radius of 25.00 feet, and a central angle of 96°34'51"; Thence proceed Southwesterly along the arc of said curve, a distance of 42.14 feet to the end of said curve; Thence N49°11'50"W a distance of 163.70 feet; To a curve having a radial bearing of N40°48'10"E, a radius of 25.00 feet, and a central angle of 60°30'27"; Thence proceed Northwesterly along the arc of said curve, a distance of 35.13 feet to the end of said curve; To a curve having a radial bearing of N58°41'22"W, a radius of 312.00 feet, and a central angle of 33°33'58"; Thence proceed Northeasterly along the arc of said curve, a distance of 182.78 feet to the end of said curve; Thence N02°15'20"W a distance of 101.04 feet; to the POINT OF BEGINNING of the herein described parcel.



**SERGIO
REDONDO &
ASSOCIATES**

Professional
Land Surveyors

13712 S.W. 145 Court Miami, FL 33186
Tel.: (305) 378-4443 Fax: (305) 378-4582

**SKETCH
AND
LEGAL**

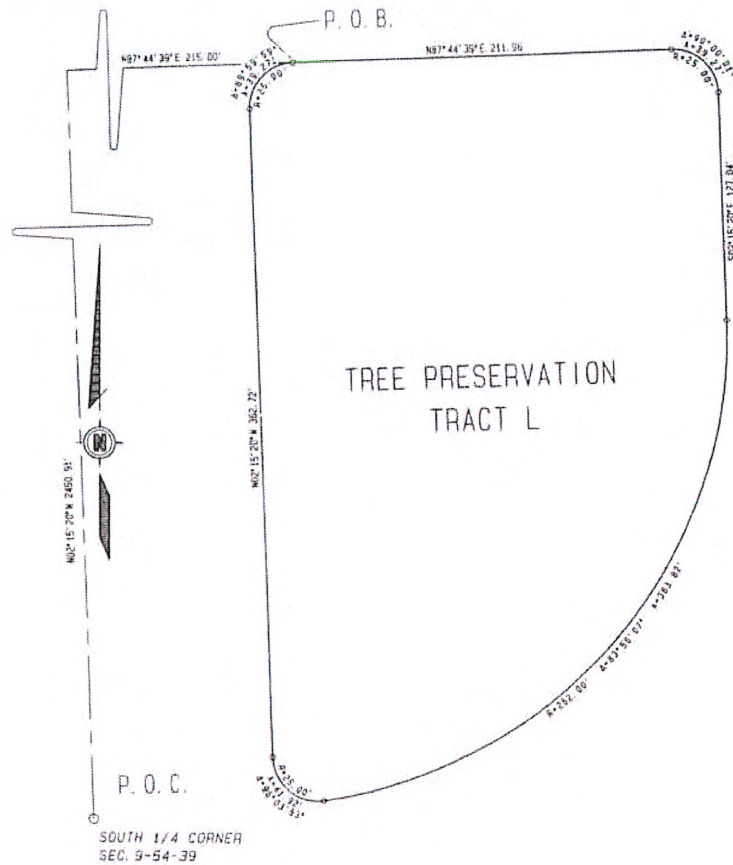
Sheet 1 of 1 Sheets

CAD FILE PRESERVE * 11-20-01

SCANNED

7/10

EXHIBIT 28H



LEGAL DESCRIPTION FOR TRACT L (TREE PRESERVATION)

Commencing at the South 1/4 corner of Section 9 Township 54 Range 39 East; thence N02°15'20"W for a distance of 2450.91 feet; thence N07°44'39"E for a distance of 215.00 feet to the POINT OF BEGINNING of the herein described parcel; Thence N07°44'39"E a distance of 211.96 feet; To a curve having a radial bearing of S02°15'21"E, a radius of 25.00 feet, and a central angle of 90°00'01" Thence proceed Southeasterly along the arc of said curve, a distance of 39.27 feet to the end of said curve; Thence S02°15'20"E a distance of 127.04 feet; To a curve having a radial bearing of S87°44'40"W, a radius of 262.00 feet, and a central angle of 83°56'07" Thence proceed Southwesterly along the arc of said curve, a distance of 383.82 feet to the end of said curve; To a curve having a radial bearing of N08°19'13"W, a radius of 25.00 feet, and a central angle of 96°03'53" Thence proceed Northwesterly along the arc of said curve, a distance of 41.92 feet to the end of said curve; Thence N02°15'20"W a distance of 362.72 feet; To a curve having a radial bearing of N87°44'40"E, a radius of 25.00 feet, and a central angle of 89°58'59" Thence proceed Northeasterly along the arc of said curve, a distance of 39.27 feet to the end of said curve; also being the POINT OF BEGINNING of the herein described parcel.



**SERGIO
REDONDO &
ASSOCIATES**

Professional
Land Surveyors

13712 S.W. 145 Court Miami, FL 33186
Tel.: (305) 378-4443 Fax: (305) 378-4582

**SKETCH
AND
LEGAL**

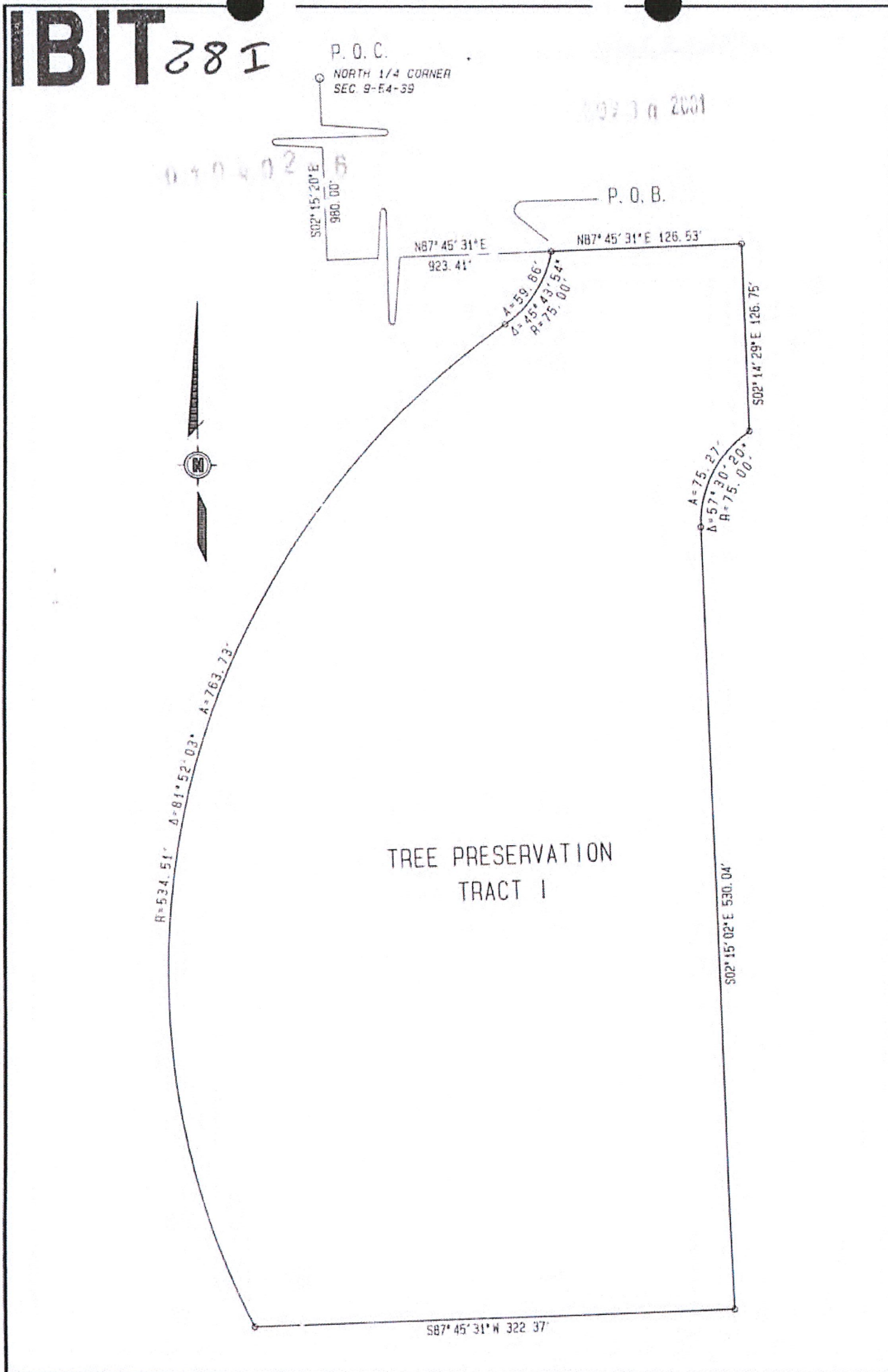
Sheet 1 of 1 Sheets

CAD FILE PRESERVE * 11-21-01

SCANNED
4/10

MDC032

EXHIBIT 281



**SERGIO
REDONDO &
ASSOCIATES**

Professional
Land Surveyors

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**SKETCH
AND
LEGAL**

Sheet 1 of 2 Sheets

CAD FILE PRESERVE * 11-21-01

SCANNED

9/10

MDC033

LEGAL DESCRIPTION FOR TRACT 1 (TREE PRESERVATION)

Commencing at the North 1/4 corner of Section 9 Township 54 South Range 39 East; thence S02°15'20"E for a distance of 980.00 feet, thence N87°45'31"E for a distance of 923.41 feet to the POINT OF BEGINNING of the herein described parcel Thence N87°45'31"E a distance of 125.53 feet; Thence S02°14'29"E a distance of 125.75 feet; To a curve having a radial bearing of S34°44'42"E, a radius of 75.00 feet, and a central angle of 57°30'20" Thence proceed Southwesterly along the arc of said curve, a distance of 75.27 feet to the end of said curve; Thence S02°15'02"E a distance of 530.04 feet; Thence S87°45'31"W a distance of 322.37 feet; To a curve having a radial bearing of N63°12'08"E, a radius of 534.51 feet, and a central angle of 81°52'03" Thence proceed Northeasterly along the arc of said curve, a distance of 763.73 feet to the end of said curve; To a curve having a radial bearing of N34°55'49"W, a radius of 75.00 feet, and a central angle of 45°43'40" Thence proceed Northeasterly along the arc of said curve, a distance of 59.86 feet to the end of said curve; and also being the POINT OF BEGINNING of the herein described parcel.

Signature: *Alissa Turteltaub*

Email: alissa.turteltaub@miamidade.gov

Signature: *Janette Delgado*

Email: janette.delgado@miamidade.gov

Signature: *Liset Romero Lopez*

Email: liset.romero@miamidade.gov

Signature: *Alejandro Zizold*

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Signature: 

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Signature:

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Signature:

Email: david.livingstone@miamidade.gov

EXHIBIT 28 J



**SERGIO
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**SKETCH
AND
LEGAL**

Sheet 2 of 2 Sheets

CAD FILE PRESERVE * 11-20-01

SCANNED

12/10



MEMORANDUM

(Revised)

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

DATE: December 12, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(H)(1)
12-12-23

RESOLUTION NO. _____ R-1073-23

RESOLUTION AUTHORIZING THE GRANTING OF A DEED OF CONSERVATION EASEMENT TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT FOR THE PRESERVATION AND CONSERVATION OF LANDS WITHIN THE GRAND LAKES MULTIPURPOSE SPECIAL TAXING DISTRICT, OWNED BY MIAMI-DADE COUNTY, FLORIDA; APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AND RECORD THE CONSERVATION EASEMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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

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

Section 1. Incorporates and approves the foregoing recital as if fully set forth herein.

Section 2. Approves and authorizes the County Mayor or County Mayor's designee to, in substantially the form attached hereto as Attachment A to the Mayor's Memorandum, execute and record a deed of conservation easement to the South Florida Water Management District.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** 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	absent	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	absent
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 12th day of December, 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

JUAN FERNANDEZ-BARQUIN, CLERK

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MJS

Melanie J. Spencer