

RESOLUTION NO. 13-1068

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES APPROVING A PUBLIC PURPOSE LEASE AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION OF TWO (2) PARCELS OF LAND KNOWN AS FDOT PARCEL NO. 4463, LOCATED AT NW 170TH STREET, BETWEEN I75 AND NW 89TH AVENUE, AND FDOT PARCEL NO. 4860, LOCATED ON STATE ROAD 826 FRONTAGE ROAD BETWEEN 80TH AND 82ND AVENUES, AND BETWEEN GRAHAM DAIRY CANAL AND NW 77TH COURT, FOR THE PURPOSE OF PROVIDING RECREATIONAL AMENITIES FOR PUBLIC USE; AUTHORIZING TOWN OFFICIALS TO TAKE ALL NECESSARY STEPS TO ENTER INTO A LEASE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE LEASE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Florida Department of Transportation (“FDOT”) will agree to lease the Town of Miami Lakes (the “Town”) for a public purpose FDOT parcel no. 4463, located at NW 170th street, between I-75 and NW 89th avenue, and FDOT parcel no. 4860, located on State Road 826 Frontage Road between 80th and 82nd Avenues, and between Graham Dairy Canal and NW 77th court (the “properties”), within the Town and currently owned by FDOT; and

WHEREAS, the FDOT has requested the Town Council adopt a resolution approving a public purpose lease agreement from FDOT for the properties; and

WHEREAS, the Town Council finds that approval of the Agreement is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Lease. The Town Council hereby approves a public purpose lease agreement, for a fifty (50) year term, from the Florida Department of Transportation, for FDOT parcel no. 4463 and FDOT parcel no. 4860, as described in Exhibit A (the “Properties”), for the purpose of providing recreational amenities for public use.

Section 3. Public Purpose. The Town Council finds and determines that the property shall be used for public purposes.

Section 4. Authorization of Town Officials. The Town Manager and Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Agreement.

Section 5. Execution of Agreement. The Town Manager is authorized to execute the Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Agreement and to execute any extensions and/or amendments to the Agreement, subject to the approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12 day of March, 2013.

Motion to adopt by Michael Pizzi, second by Nelson Hernandez.

FINAL VOTE ADOPTION

Mayor Michael Pizzi	<u>YES</u>
Vice Mayor Ceasar Mestre	<u>YES</u>
Councilmember Manny Cid	<u>YES</u>
Councilmember Tim Daubert	<u>YES</u>
Councilmember Nelson Hernandez	<u>YES</u>
Councilmember Tony Lama	<u>YES</u>
Councilmember Nelson Rodriguez	<u>YES</u>




MICHAEL PIZZI
MAYOR

ATTEST:

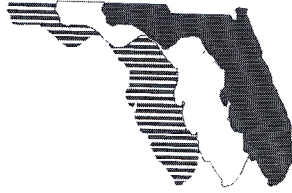


MARJORIE TEJEDA
TOWN CLERK

Approved as to form and legality for the use and benefit of the Town of Miami Lakes only:



JOSEPH S. GELLER
GREENSPOON MARDER, P.A.
TOWN ATTORNEY



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1000 NW 111th Avenue
Miami, FL 33172

ANANTH PRASAD, P.E.
SECRETARY

April 9, 2013

Andrea Agha
Town of Miami Lakes
15050 NW 79th Court
Miami Lakes, Florida 33016

04-11-13 P01:29 IN

SUBJECT: Executed Lease Agreement and Addendum

Applicant : Town of Miami Lakes
FM No. : 2486501
Sect./Job No. : 87060-2523
SR No. : 826
County : Miami-Dade
Parcel No. : 4860

Dear Ms. Agha:

Enclosed please find for your records a fully executed copy of the Lease Agreement and Addendum between the Florida Department of Transportation and Town of Miami Lakes.

If you have any questions, please do not hesitate to contact Maria Llanes at 305-470-5155 or myself at 305-470-5472.

Sincerely,

Marlene Fadrugas
Property Management

Enc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LEASE AGREEMENT

575-060-33
RIGHT OF WAY
OGC - 08/09
Page 1 of 5

ITEM/SEGMENT NO.: 2486501
MANAGING DISTRICT: Six
F.A.P. NO.: N/A
STATE ROAD NO.: 826
COUNTY: Miami-Dade
PARCEL NO.: 4860

THIS AGREEMENT, made this 2nd day of April, 2013, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter called the Lessor), and the Town of Miami Lakes, whose mailing address is 15050 NW 79th Court, Miami Lakes, Florida 33016

(hereinafter called the Lessee).

WITNESSETH:

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Property and Term. Lessor does hereby lease unto Lessee the property described in Exhibit "A" attached and made a part hereof, for a term of fifty (50) years beginning APRIL 1, 2013 and ending MARCH 31, 2063. This Lease may be renewed for an additional See Addendum term at Lessee's option, subject to the rent adjustment as provided in Paragraph 3 below. Lessee shall provide Lessor N/A days advanced written notice of its exercise of the renewal option.

If Lessee holds over and remains in possession of the property after the expiration of the term specified in this Lease, or any renewals of such term, Lessee's tenancy shall be considered a tenancy at sufferance, subject to the same terms and conditions as herein contained in this Lease.

This Lease is subject to all utilities in place and to the maintenance thereof as well as any other covenants, easements, or restrictions of record.

This Lease shall be construed as a lease of only the interest, if any, of Lessor, and no warranty of title shall be deemed to be given herewith.

2. Use. The leased property shall be used solely for the purpose of recreational amenities for public use. If the property is used for any other purpose, Lessor shall have the option of immediately terminating this Lease. Lessee shall not permit any use of the property in any manner that would obstruct or interfere with any transportation facilities.

Lessee will further use and occupy the leased property in a careful and proper manner, and not commit any waste thereon. Lessee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the property. Lessee will not use or occupy said property for any unlawful purpose and will, at Lessee's sole cost and expense, conform to and obey any present or future ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the leased property.

Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials on the leased property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Lessor, within the leased property. If any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the leased property, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Lessor from any claim, loss, damage, costs, charge, or expense arising out of any such contamination.

3. Rent. Lessee shall pay to Lessor as rent, on or before the first day of each rent payment period, the sum of SEE ADDENDUM plus applicable tax, for each SEE ADDENDUM of the term. If this Lease is terminated prior to the end of any rent payment period, the unearned portion of any rent payment, less any other amounts that may be owed to Lessor, shall be refunded to Lessee. Lessee shall pay any and all state, county, city, and local taxes that may be due during the term hereof, including any real property taxes. Rent payments shall be made payable to the Florida Department of Transportation and shall be sent to 1000 NW 111th Avenue, R/W Administration, Rm. 6105-B, Miami, Florida 33172, Attn.: Property Management. Lessor reserves the right to review and adjust the rental fee biennially and at renewal to reflect market conditions. Any installment of rent not received within ten (10) days after the date due shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate Lessor to accept late rent payments or provide Lessee a grace period.

4. Improvements. No structures or improvements of any kind shall be placed upon the property without the prior written approval of the District Secretary for District Six of Lessor. Any such structures or improvements shall be constructed in a good and workmanlike manner at Lessee's sole cost and expense. Subject to any landlord lien, any structures or improvements constructed by Lessee shall be removed by Lessee, at Lessee's sole cost and expense, by midnight on the day of termination of this

Lease and the leased property restored as nearly as practical to its condition at the time this Lease is executed. Portable or temporary advertising signs are prohibited.

Lessee shall perform, at the sole expense of Lessee, all work required in the preparation of the leased property for occupancy by Lessee, in the absence of any special provision herein contained to the contrary; and Lessee does hereby accept the leased property as now being in fit and tenantable condition for all purposes of Lessee.

Lessor reserves the right to inspect the property and to require whatever adjustment to structures or improvements as Lessor, in its sole discretion, deems necessary. Any adjustments shall be done at Lessee's sole cost and expense.

5. Maintenance. Lessee shall keep and maintain the leased property and any building or other structure, now or hereafter erected thereon, in good and safe condition and repair at Lessee's own expense during the existence of this Lease, and shall keep the same free and clear of any and all grass, weeds, brush, and debris of any kind, so as to prevent the same from becoming dangerous, inflammable, or objectionable. Lessor shall have no duty to inspect or maintain any of the leased property or buildings, and other structures thereon, during the term of this Lease; however, Lessor shall have the right, upon twenty-four (24) hours notice to Lessee, to enter the leased property for purposes of inspection, including conducting an environmental assessment. Such assessment may include: surveying; sampling of building materials, soil, and groundwater; monitoring well installations; soil excavation; groundwater remediation; emergency asbestos abatement; operation and maintenance inspections; and, any other actions which may be reasonable and necessary. Lessor's right of entry shall not obligate inspection of the property by Lessor, nor shall it relieve the Lessee of its duty to maintain the leased property. In the event of emergency due to a release or suspected release of hazardous waste on the property, Lessor shall have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice, the sole cost and expense of which shall be the responsibility of the Lessee.

6. Indemnification. (select applicable paragraph)

Lessee is a Governmental Agency

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Lessor and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its agents, or employees, during the performance of the Lease, except that neither Lessee, its officers, agents, or employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Lessor or any of its officers, agents, or employees during the performance of the Lease.

When the Lessor receives a notice of claim for damages that may have been caused by the Lessee, the Lessor will immediately forward the claim to the Lessee. Lessee and the Lessor will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Lessor will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Lessor in such claim as described in this section. The Lessor's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Lessor and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless Lessor, its agent, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees, (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of Lessor.

Lessee's obligation to indemnify, defend and pay for the defenses or at Lessor's option, to participate, and to associate with the Lessor in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Lessor is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Lessor solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by Lessor. Lessor's failure to notify Lessee of claim shall not release Lessee of the above duty to defend.

7. Insurance. Lessee at its expense, shall maintain at all times during the term of this Lease, public liability insurance protecting Lessor and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the property arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than N/A _____ (\$ 0.00 _____) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than N/A _____ (\$ 0.00 _____) for property damage, or a combined coverage of not less than N/A _____ (\$ 0.00 _____). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be

canceled or modified unless Lessor is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide Lessor certificates showing such insurance to be in place and showing Lessor as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the leased property.

Lessor may require the amount of any public liability insurance to be maintained by Lessee be increased so that the amount thereof adequately protects Lessor's interest. Lessee further agrees that it shall during the full term of this Lease and at its own expense keep the leased property and any improvements thereon fully insured against loss or damage by fire and other casualty. Lessee also agrees that it shall during the full term of this Lease and at its own expense keep the contents and personal property located on the leased property fully insured against loss or damage by fire or other casualty and does hereby release and waive on behalf of itself and its insurer, by subrogation or otherwise, all claims against Lessor arising out of any fire or other casualty whether or not such fire or other casualty shall have resulted in whole or in part from the negligence of the Lessor.

8. Eminent Domain. Lessee acknowledges and agrees that its relationship with Lessor under this Lease is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Lease. Termination of this Lease for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Lease, including any residual interest in the Lease, or any other facts or circumstances arising out of or in connection with this Lease.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the leased property, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the leased property. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the leased property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Lease is still in existence on the date of taking or sale; or has been terminated prior thereto.

9. Miscellaneous.

a. This Lease may be terminated by Lessor immediately, without prior notice, upon default by Lessee hereunder, and may be terminated by either party, without cause upon thirty (30) days prior written notice to the other party.

b. In addition to, or in lieu of, the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

c. Lessee acknowledges that it has reviewed this Lease, is familiar with its terms, and has had adequate opportunity to review this Lease with legal counsel of Lessee's choosing. Lessee has entered into this Lease freely and voluntarily. This Lease contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and the previous owner of the leased property and landlord of Lessee are merged in this Lease, which alone, fully and completely expresses the agreement between Lessee and Lessor with respect to the subject matter hereof. No modification, waiver, or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both parties.

d. Lessee shall not sublet the property or any part thereof, nor assign this Lease, without the prior consent in writing of the Lessor; this Lease is being executed by Lessor upon the credit and reputation of Lessee. Acceptance by Lessor of rental from a third party shall not be considered as an assignment or sublease, nor shall it be deemed as constituting consent of Lessor to such an assignment or sublease.

e. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

f. This Lease shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

g. All notices to Lessor shall be sent to the address for rent payments and all notices to Lessee shall be sent to:
Town of Miami Lakes, 15050 NW 79th Court, Miami Lakes, Florida 33016, Attn.: Andrea Agha

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

TOWN OF MIAMI LAKES
Lessee (Company Name, if applicable)

By: [Signature]
District Secretary

BY: [Signature]

Gus Pego, P.E.
Print Name

Alex Rey
Print Name

Attest: Margaret d. Higgins

Title: Town Manager

Name/Title: Margaret Higgins Exec. Secretary

Attest: M. Tejada (SEAL)

LEGAL REVIEW:

Marione Tejada
Print Name

[Signature]
District Counsel

Title: Town Clerk

Alicia Trujillo, Esq.
Print Name

proved as to form:
[Signature]
Town Attorney

ADDENDUM

This is an Addendum to that certain Lease Agreement between N/A
N/A
and the State of Florida Department of Transportation dated the N/A day of N/A, N/A.
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof
pursuant to Paragraph 9 (b) of said Agreement:

DO NOT SIGN - SEE SEPARATE ADDENDUM

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Lessee (Company Name, if applicable)

BY: _____

Print Name

Title: _____

Attest: _____ (SEAL)

Print Name

Title: _____

By: _____
District Secretary

Print Name

Attest: _____

Name/Title: _____

LEGAL REVIEW:

District Counsel

Print Name

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO LEASE AGREEMENT

ITEM/SEGMENT NO.: 2486501
MANAGING DISTRICT: Six
STATE ROAD NO.: 826
COUNTY: Miami-Dade
PARCEL: 4860

This is an Addendum to that certain Lease Agreement between the Town of Miami Lakes, Florida and the State of Florida Department of Transportation dated the 2nd day of APRIL, 2013. In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (b) of the said Agreement. Where the terms of this Addendum conflict with the provisions of the said Agreement, this Addendum shall control.

1. The leased property shall be used solely for the purpose of providing recreational amenities for the benefit of the public and with the following conditions:

- a) The primary property designation is and shall remain for transportation purposes;
- b) The lease of the property for the public purpose described above is only temporary;
- c) Upon termination of the lease term or termination under Paragraph 9 (a) of the Lease Agreement, the use of the property shall revert to transportation use.

2. Paragraph 1, Property and Term is hereby modified to include the following:

This Lease Agreement does not have a renewal option. In the event the Lessee wishes to continue to use the property beyond the expiration date of said Agreement, Lessee shall provide to Lessor written notice six (6) months in advance of the expiration date of this Agreement of its desire to enter a new Lease Agreement. Use of the property after the expiration date of this Agreement is subject to review and approval of the Lessor and may be subject to new terms and conditions.

3. Paragraph 3, Rent is hereby modified to include the following:

The Lessor has granted this public purpose Lease Agreement at no consideration for the sole public use as stated in Paragraph 1 herein. If Lessee's use of the property becomes a business-like venture producing income and profit, market rental requirements shall apply and the parties agree that the Lease Agreement shall be modified accordingly.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO LEASE AGREEMENT

ITEM/SEGMENT NO.: 2486501
MANAGING DISTRICT: Six
STATE ROAD NO.: 826
COUNTY: Miami-Dade
PARCEL: 4860

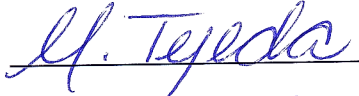
4. Paragraph 5, Maintenance is hereby modified to include the following:

The Lessee shall be responsible for the mowing, landscaping and herbicide treatments of the canal bank alongside the lease area.

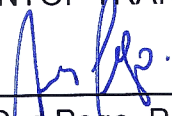
IN WITNESS WHEREOF, the parties have executed this Addendum to the Lease Agreement as of this 2nd day of April 2013.

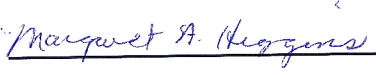
TOWN OF MIAMI LAKES


By: 
Alex Rey
Town Manager

Attest: 
Marjone Tejada
Print Name

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: 
Gus Pego, P.E.
District Secretary

Attest: 
Margaret A. Higgins Exec. Secretary
Print Name

Approved as to form:

Joseph S. Keller
Town Attorney

Legal Review:



Alicia Trujillo, Esq.
District Chief Counsel

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 22 TOWNSHIP 52 SOUTH RANGE 40 EAST OF MIAMI-DADE COUNTY, STATE OF FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT SE CORNER OF THE SW $\frac{1}{4}$ OF SECTION 22 TOWNSHIP 52 SOUTH RANGE 40 EAST OF MIAMI-DADE COUNTY, STATE OF FLORIDA; THENCE N02°37'19"W AS A BASIS OF BEARINGS ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY CORRIDOR MAP OF STATE ROAD 93 (INTERSTATE 75), SECTION 87075 PAGES 5 AND 6 (FROM STATE ROAD 826 TO MIAMI-DADE / BROWARD COUNTY LINE) FOR A DISTANCE OF 110.75 FEET TO THE POINT OF BEGINNING, SAID POINT BEING AT THE SOUTH RIGHT OF WAY LINE OF PALMETTO FRONTAGE ROAD ACCORDING TO SAID FDOT CORRIDOR MAP SECTION 87075 PAGES 5 AND 6, SAID POINT BEING ALSO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT CONCAVE TO THE NORTH, THE RADIAL LINE OF SAID POINT BEARS S12°10'21"E FROM THE RADIUS POINT; THENCE 430.16 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT CONCAVE TO THE NORTH, SAID CURVE BEING ALSO THE SOUTH-SOUTHEASTERLY RIGHT OF WAY LINE OF PALMETTO FRONTAGE ROAD, ACCORDING TO SAID FDOT CORRIDOR MAP SECTION 87075, HAVING FOR ITS ELEMENTS A RADIUS OF 829.35 FEET THROUGH A CENTRAL ANGLE OF 29°43'03"; THENCE N47°06'43"E, ALONG THE SOUTH EASTERLY RIGHT OF WAY LINE OF PALMETTO FRONTAGE ROAD, FOR A DISTANCE OF 630.73 FEET; THENCE S42°33'43"E FOR A DISTANCE OF 40.08 FEET; THENCE S46°36'01"W FOR A DISTANCE OF 19.90 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST, THE RADIAL LINE TO SAID POINT BEARS N25°48'40"E FROM THE RADIUS POINT; THENCE 20.75 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 16.89 FEET THROUGH A CENTRAL ANGLE OF 70°23'07"; THENCE S47°43'45"W FOR A DISTANCE OF 150.18 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT; THENCE 142.28 FEET ALONG THE ARC OF SAID TANGENT CURVE TO THE LEFT, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 177.17 FEET THROUGH A CENTRAL ANGLE OF 46°00'47"; THENCE S01°42'12"W FOR A DISTANCE OF 56.04 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT CONCAVE TO THE NORTHWEST, THE RADIAL LINE TO SAID POINT BEARS S72°50'20"E; THENCE 85.86 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT CONCAVE TO THE NORTHWEST, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 275.91 FEET THROUGH A CENTRAL ANGLE OF 17°49'48"; THENCE S45°59'00"W FOR A DISTANCE OF 65.37 FEET; THENCE S56°20'20"W FOR A DISTANCE OF 33.05 FEET; THENCE S65°03'48"W FOR A DISTANCE OF 40.24 FEET; THENCE S60°34'25"W FOR A DISTANCE OF 94.52 FEET; THENCE S67°00'12"W FOR A DISTANCE OF 35.71 FEET; THENCE S75°15'49"W FOR A DISTANCE OF 66.66 FEET; THENCE S66°39'43"W FOR A DISTANCE OF 91.64 FEET; THENCE S74°13'20"W FOR A DISTANCE OF 137.87 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE RIGHT CONCAVE TO THE NORTH, THE RADIAL LINE TO SAID POINT BEARS S13°53'21"E FROM THE RADIUS POINT; THENCE 118.58 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE RIGHT CONCAVE TO THE NORTH TO THE WEST LINE OF SW $\frac{1}{4}$ OF SECTION 22 TOWNSHIP 52 SOUTH RANGE 40 EAST, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 650.26 FEET THROUGH A CENTRAL ANGLE OF 10°26'55"; THENCE N02°37'19"W ALONG THE WEST LINE OF SW $\frac{1}{4}$ OF SAID SECTION 22 FOR A DISTANCE OF 32.51 FEET TO TO THE POINT OF BEGINNING

CONTAINING 84108.33 SQUARE FEET (1.93 ACRES)

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

PREPARED BY:
AMERICA LAYOUT CORP. LB 7464
7659 SW 102 PLACE, MIAMI, FLORIDA 33173
PHONE (305) 215- 3280 FAX: (305) 412-3545
WILLIAM HERRYMAN
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE 2804, STATE OF FLORIDA

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT SIX
ITEM SEGMENT No: 2486501
SECT/ JOB No: 87060-2523
F.A.P. No: N/A
S.R. No: 826 (PALMETTO XWY)
COUNTY: MIAMI-DADE
PARCEL No: ~~4867~~ 4860

PAGE 1 OF 6

EXHIBIT "A"

LEGEND:

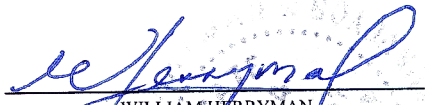
1. SEC. denotes Section.
2. P.O.B denotes Point of Beginning
3. P.O.C denotes Point of Commencement.
4. P.O.T denotes Point of Termination.
5. R/W denotes Right of Way Line
6. L/A denotes Limited Access
7. D.C.R. denotes Dade County Records
8. PB denotes Plat Book
9. PL denotes Property line
10. PRC denotes Point of Reverse Curvature
11. FDOT denotes Florida Department of Transportation
12. R denotes radius of the curve
13. L denotes length of the curve
14. Tan. denotes tangent of the curve
15. FPL denotes Florida Power and Light
16. Δ denotes delta angle of the curve
17. O.R.B. denotes Official Record Book
18. CL denotes Road Center Line

SURVEYOR'S NOTES:

1. THE LEGAL DESCRIPTION AND THE ATTACHED SKETCH ARE NOT BASED ON A FIELD SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SW $\frac{1}{4}$ OF SECTION 22 TOWNSHIP 52 SOUTH RANGE 40 EAST, ACCORDING TO FDOT RIGTH OF WAY CORRIDOR MAP OF STATE ROAD 93 (INTERSTATE 75) SECTION 87075 (FROM STATE ROAD 826 TO MIAMI-DADE / BROWARD COUNTY LINE) PAGES 5 AND 6, BEING N02°37'19"W.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
4. COMPLETION DATE: 05.07.2012

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE LEGAL AND SKETCH OF THE PORTION OF LAND DESCRIBED HEREON WAS PREPARED UNDER MY SUPERVISION AND THAT THE LEGAL AND SKETCH MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES; AND THAT THE LEGAL AND SKETCH ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND ANNOTATIONS SHOWN HEREON.


WILLIAM HERRYMAN
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE 2804, STATE OF FLORIDA

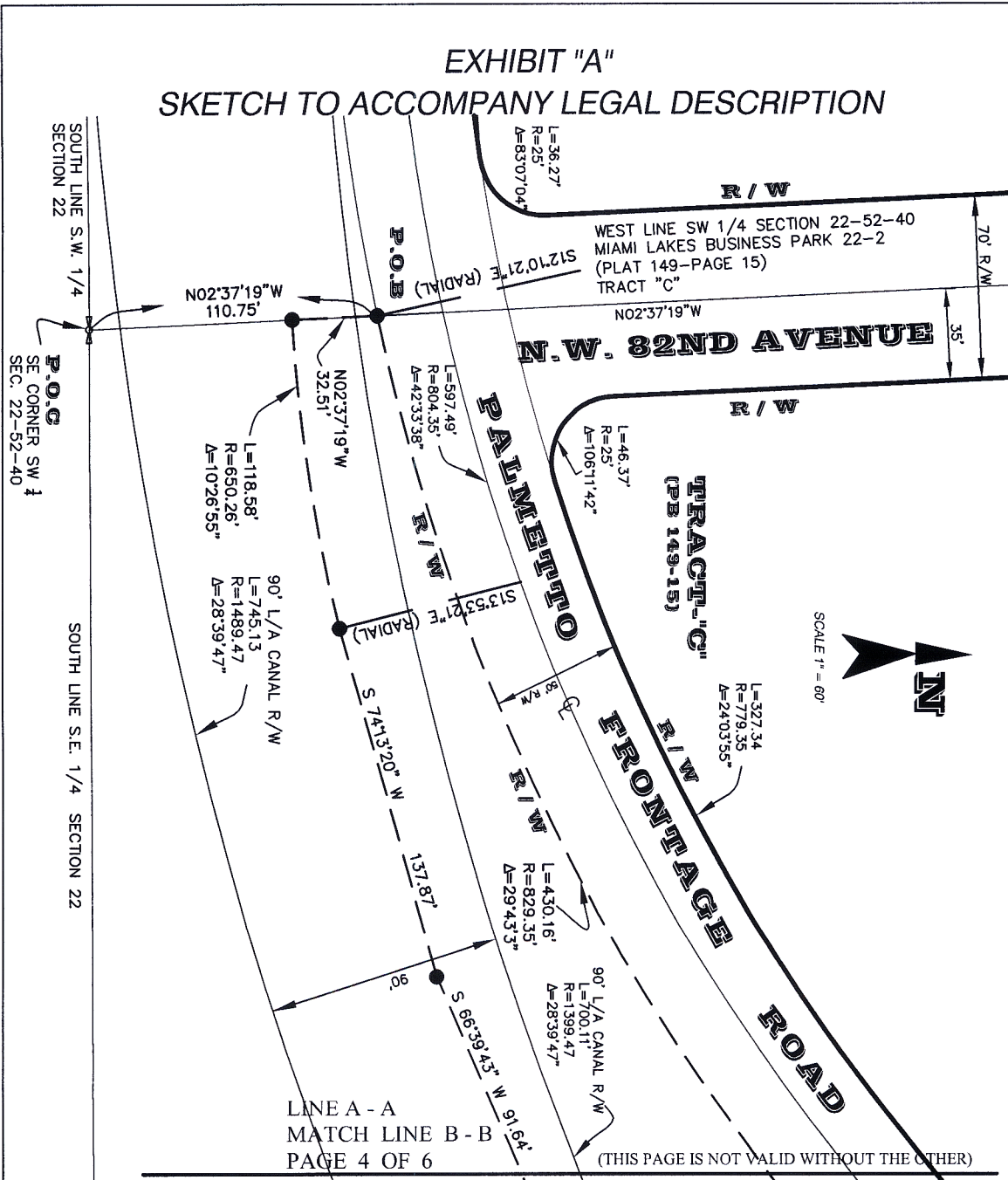
(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

PREPARED BY:
AMERICA LAYOUT CORP. LB 7464
7659 SW 102 PLACE, MIAMI, FLORIDA 33173
PHONE (305) 215- 3280 FAX: (305) 412-3545
WILLIAM HERRYMAN
PROFESSIONAL LAND SURVEYOR AND MAPPER
LICENSE 2804, STATE OF FLORIDA

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT SIX
ITEM SEGMENT No: 2486501
SECT/ JOB No: 87060-2523
F.A.P. No: N/A
S.R. No: 826 (PALMETTO XWY)
COUNTY: MIAMI-DADE
PARCEL No: 4867 4860

PAGE 2 OF 6

EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

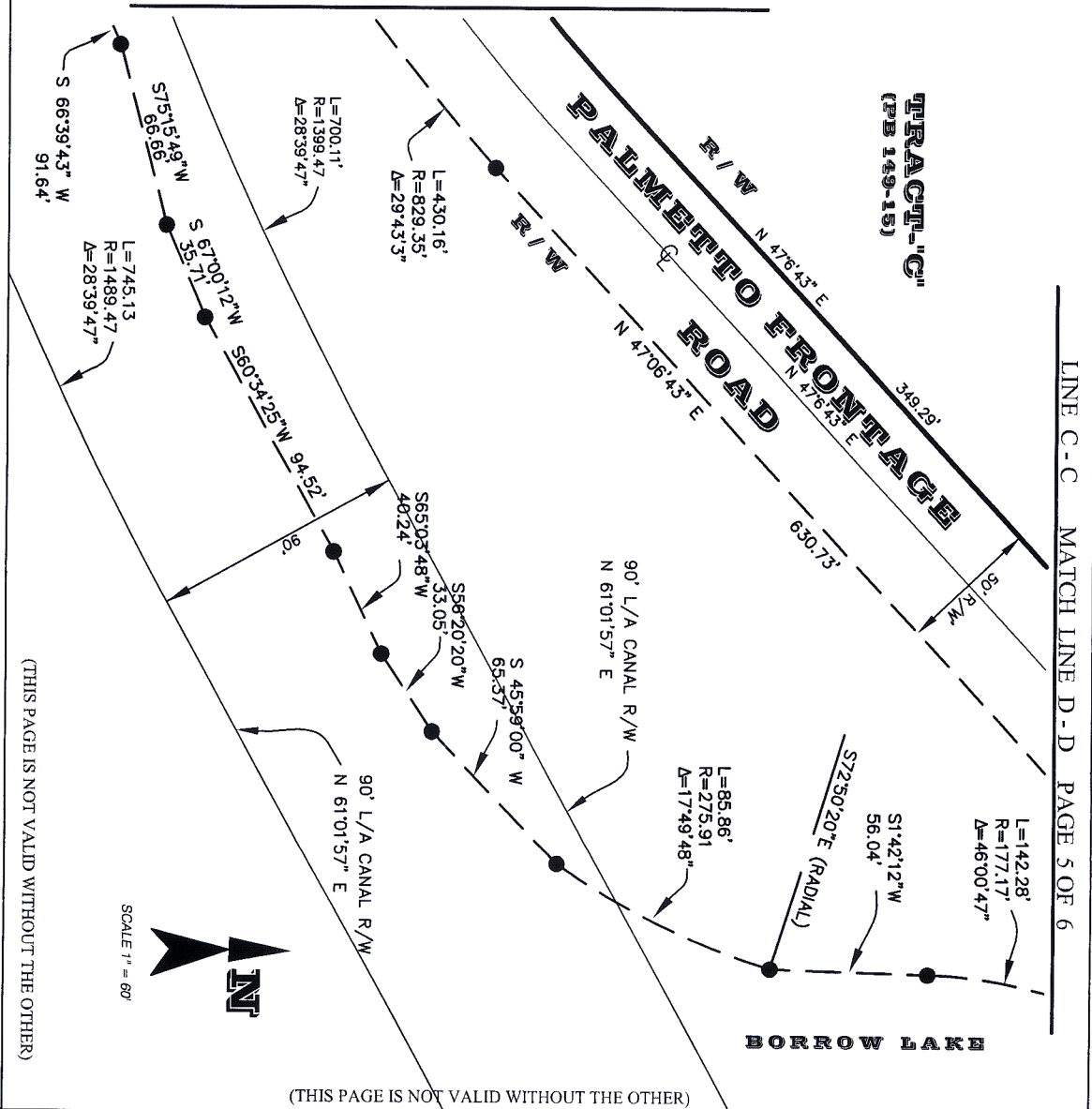


LINE A - A
 MATCH LINE B - B
 PAGE 4 OF 6
 (THIS PAGE IS NOT VALID WITHOUT THE OTHER)

<p>PREPARED BY: AMERICA LAYOUT CORP. LB 7464 7659 SW 102 PLACE, MIAMI, FLORIDA 33173 PHONE (305) 215- 3280 FAX: (305) 412-3545 WILLIAM HERRYMAN PROFESSIONAL LAND SURVEYOR AND MAPPER LICENSE 2804, STATE OF FLORIDA</p>	<p>FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT SIX ITEM SEGMENT No: 2486501 SECT/ JOB No: 87060-2523 F.A.P. No: N/A S.R. No: 826 (PALMETTO XWY) COUNTY: MIAMI-DADE PARCEL No: 4867 4860</p>
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EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LINE B - B
 MATCH LINE A - A PAGE 3 OF 6



LINE C - C MATCH LINE D - D PAGE 5 OF 6

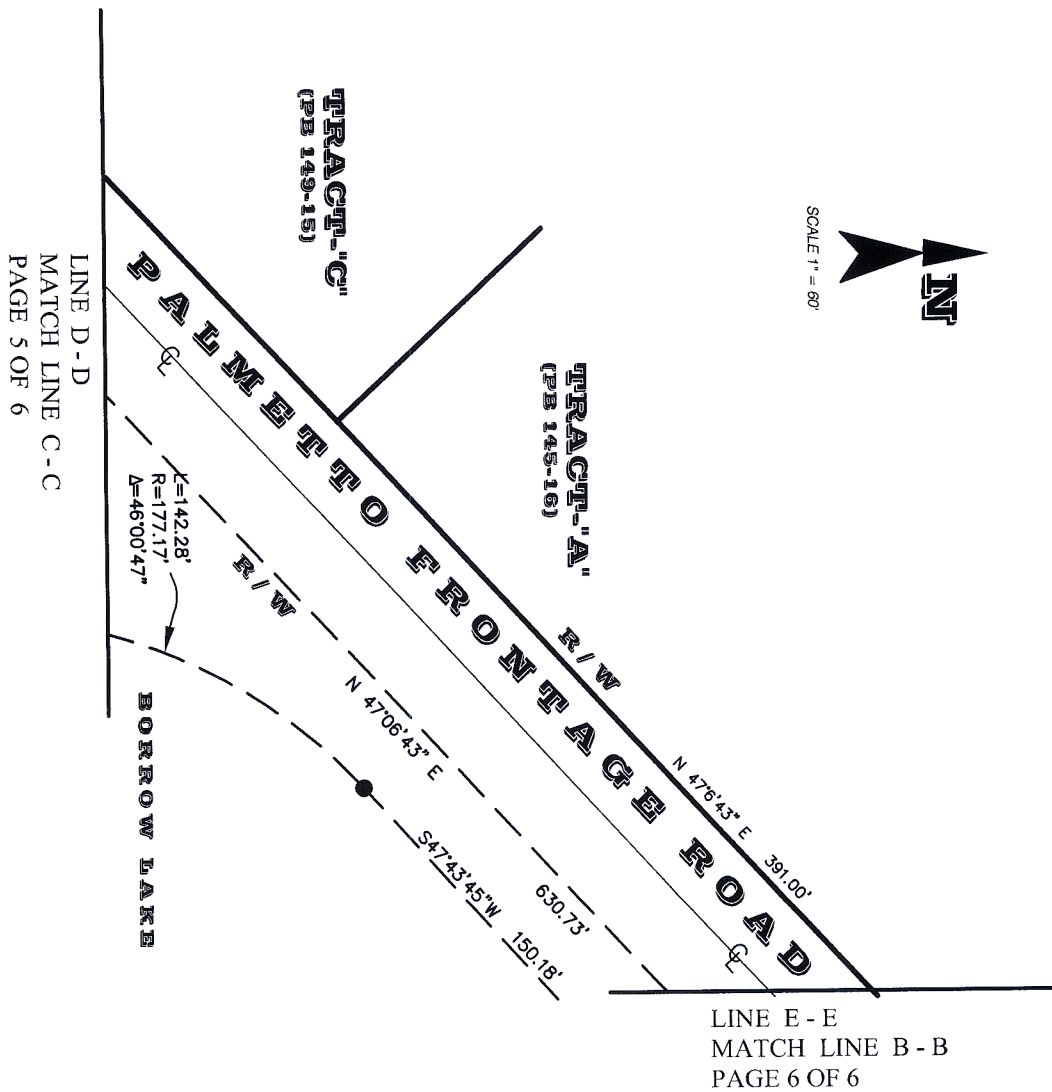
(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

PREPARED BY:
 AMERICA LAYOUT CORP. LB 7464
 7659 SW 102 PLACE, MIAMI, FLORIDA 33173
 PHONE (305) 215- 3280 FAX: (305) 412-3545
 WILLIAM HERRYMAN
 PROFESSIONAL LAND SURVEYOR AND MAPPER
 LICENSE 2804, STATE OF FLORIDA

FLORIDA DEPARTMENT OF TRANSPORTATION
 DISTRICT SIX
 ITEM SEGMENT No: 2486501
 SECT/ JOB No: 87060-2523
 F.A.P. No: N/A
 S.R. No: 826 (PALMETTO XWY)
 COUNTY: MIAMI-DADE
 PARCEL No: ~~4867~~ 4860

EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



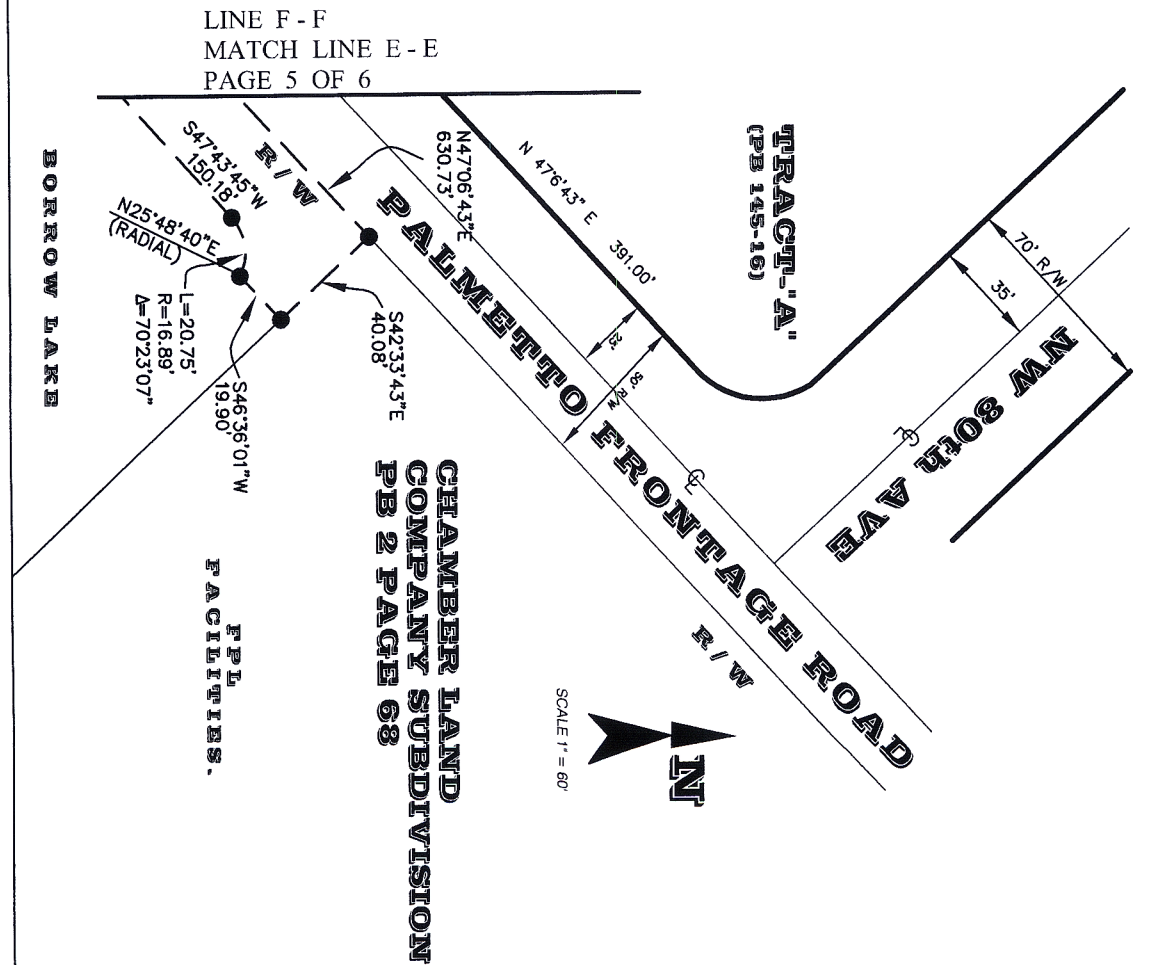
LINE D-D
 MATCH LINE C-C
 PAGE 5 OF 6

LINE E-E
 MATCH LINE B-B
 PAGE 6 OF 6

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

<p>PREPARED BY: AMERICA LAYOUT CORP. LB 7464 7659 SW 102 PLACE, MIAMI, FLORIDA 33173 PHONE (305) 215- 3280 FAX: (305) 412-3545 WILLIAM HERRYMAN PROFESSIONAL LAND SURVEYOR AND MAPPER LICENSE 2804, STATE OF FLORIDA</p>	<p>FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT SIX ITEM SEGMENT No: 2486501 SECT/ JOB No: 87060-2523 F.A.P. No: N/A S.R. No: 826 (PALMETTO XWY) COUNTY: MIAMI-DADE PARCEL No: 4867 4860</p> <p align="right">PAGE 5 OF 6</p>
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EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

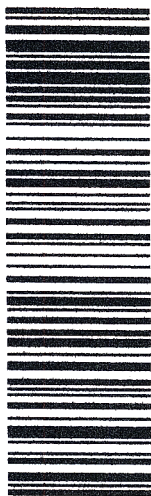


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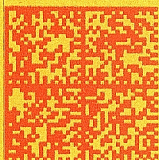
<p>PREPARED BY: AMERICA LAYOUT CORP. LB 7464 7659 SW 102 PLACE, MIAMI, FLORIDA 33173 PHONE (305) 215- 3280 FAX: (305) 412-3545 WILLIAM HERRYMAN PROFESSIONAL LAND SURVEYOR AND MAPPER LICENSE 2804, STATE OF FLORIDA</p>	<p>FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT SIX ITEM SEGMENT No: 2486501 SECT/ JOB No: 87060-2523 F.A.P. No: N/A S.R. No: 826 (PALMETTO XWY) COUNTY: MIAMI-DADE PARCEL No: 4867 4860</p> <p align="right">PAGE 6 OF 6</p>
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Florida Department of Transportation
Right of Way Administration – District 6
1000 NW 111th Avenue, Room 6105-B
Miami, Florida 33172



91 7108 2133 3938 2421 5907



UNITED STATES POSTAGE
02 1R
0002098035
MAILED FROM ZIP

*Original for Town Record.
Thanks,
Andrea
4/26/13*

04-11-13 P01:21 IN

**Andrea Agha
Town of Miami Lakes
15050 NW 79th Court
Miami Lakes, Florida 33016**

04-11-13 P01:21 IN

DOCUMENT COVER PAGE

For those documents not providing the required space on the first page, this cover page must be attached.

It must describe the document in sufficient detail to prohibit its transference to another document.

An additional recording fee for this page must be remitted.

(Space above this line reserved for recording office use)

Document Title:

Easement

(Mortgage, Deed, Construction Lien, Etc.)

Executing Party:

Town of Miami Lakes (grantor)
Florida Power and Light (grantee)

Legal Description:
(If Applicable)

see attached

As more fully described in above described document.

Return Document To / Prepared By:

Town of Miami Lakes

F.S. 695.26 Requirements for recording instruments affecting real property—

(Relevant excerpts of statute)

(1) No instrument by which the title to real property or any interest therein is conveyed, assigned, encumbered, or otherwise disposed of shall be recorded by the clerk of the circuit court unless:

(a) A 3-inch by 3-inch space at the top right-hand corner on the first page and a 1-inch by 3-inch space at the top right-hand corner on each subsequent page are reserved for use by the clerk of the court.

"MIAMI LAKES TOWN HALL"

LEGAL DESCRIPTION FOR FPL EASEMENT

SECTION 24 TOWNSHIP 52 SOUTH RANGE 40 EAST

EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND SERVING AS THE PURPOSE OF CONSTRUCTION, MAINTENANCE AND OPERATION EASEMENT FOR THE FLORIDA POWER AND LIGHT AND BEING A PORTION OF SECTION 24 TOWNSHIP 52 SOUTH RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 6.0' FEET IN WIDTH LYING 3.0' ON EACH SIDE OF THE FOLLOWING DESCRIBED TRAVERSE:

COMMENCE AT NW CORNER OF SAID SECTION 24 TOWNSHIP 52 SOUTH RANGE 40 EAST OF MIAMI-DADE COUNTY, STATE OF FLORIDA; THENCE S89°57'29"E ALONG THE NORTH LINE OF THE NW 1/4 OF SAID SECTION 24 FOR A DISTANCE OF 394.62 FEET TO A POINT A THE EASTERLY LINE OF THE TRACT 'C' 'MIAMI LAKES TOWN' ACCORDING TO THE PLAT BOOK 159 PAGE 67 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY; THENCE S10°49'49"W ALONG THE EASTERLY LINE OF SAID TRACT 'C' FOR A DISTANCE OF 2.04 FEET TO THE POINT OF BEGINNING; THENCE S79°10'11"E FOR A DISTANCE OF 16.96 FEET; THENCE S10°49'49"W FOR A DISTANCE OF 31.84 FEET TO THE POINT OF TERMINATION.

SIDE LINES TO BE SHORTENED OR ENLARGED TO MEET THE ANGLE POINTS.

CONTAINING 292.8 SQUARE FEET MORE OR LESS.

SURVEYOR'S NOTES:

1. THE PRESENT LEGAL DESCRIPTION AND THE ATTACHED SKETCH ARE NOT BASED ON A FIELD SURVEY.
2. BEARINGS SHOWN ARE BASED ON THE NORTH LINE OF NE 1/4 OF SECTION 24 TOWNSHIP 52 SOUTH RANGE 40 EAST MIAMI-DADE COUNTY (S89°57'59"E)
3. THIS EASEMENT FORMS A CLOSED GEOMETRIC FIGURE.
5. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED LAND SURVEYOR AND MAPPER.
6. THE MINIMUM VERTICAL CLEARANCE OF THIS EASEMENT IS 25 FEET ABOVE THE EXISTING GRADE.
7. COMPLETION DATE: 09.30.2012

LEGEND:

1. SEC. denotes Section.
2. P.D.B denotes Point of Beginning
3. P.O.C denotes Point of Commencement.
4. P.O.T denotes Point of Termination.
5. R/W denotes Right of Way
6. ESMT. denotes Easement
7. D.C.R. denotes Dade County Records
8. PB denotes Plat Book
9. PL denotes Property line
10. PRC denotes Point of Reverse Curvature



SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE LEGAL AND SKETCH OF THE PORTION OF LAND DESCRIBED HEREON WAS PREPARED UNDER MY SUPERVISION AND THAT THE LEGAL AND SKETCH MEET THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES; AND THAT THE LEGAL AND SKETCH ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SUBJECT TO NOTES AND ANOTATIONS SHOWN HEREON.

JOB No. 2012-09-15		DATE: 09.30.2012	REVISION #1: 12.04.2012	DRAWN: FF	CHECKED: WH	SCALE: AS NOTED
FPL EASEMENT Sheet 1 of 2	WILLIAM HERRYMAN Professional Land Surveyor 300 Bayview Drive Suite 209, Florida 33160. Phone (305)-606-0031.					
	(THIS PAGE IS NOT VALID WITHOUT THE OTHER)					

"MIAMI LAKES TOWN HALL"
SKETCH TO ACCOMPANY THE LEGAL DESCRIPTION
FOR FPL EASEMENT
SECTION 24 TOWNSHIP 52 SOUTH RANGE 40 EAST

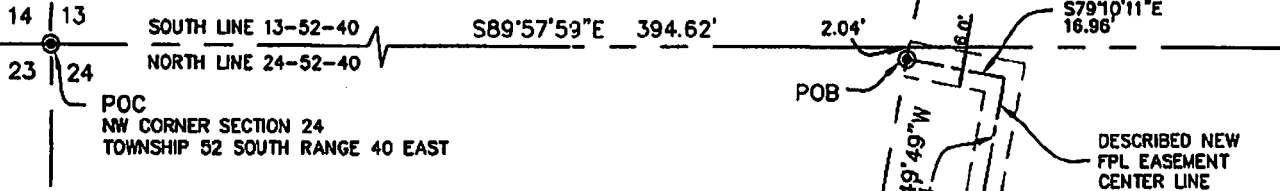


SCALE 1" = 40'



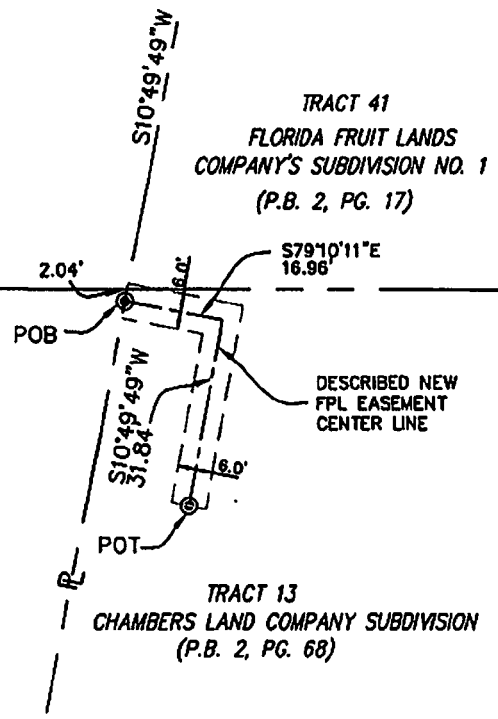
TRACT "C"
 MIAMI LAKES TOWN
 CENTER TOWN EAST
 (P.B. 159-67)

TRACT 41
 FLORIDA FRUIT LANDS
 COMPANY'S SUBDIVISION NO. 1
 (P.B. 2, PG. 17)



POC
 NW CORNER SECTION 24
 TOWNSHIP 52 SOUTH RANGE 40 EAST

TRACT "C"
 MIAMI LAKES TOWN
 CENTER TOWN EAST
 (P.B. 159-67)



DESCRIBED NEW
 FPL EASEMENT
 CENTER LINE

TRACT 13
 CHAMBERS LAND COMPANY SUBDIVISION
 (P.B. 2, PG. 68)

JOB No. 2012-09-15 | DATE: 09.30.2012 | REVISION #1: 12.04.2012 | DRAWN: FF | CHECKED: [Signature] | SCALE: 1" = 30'

**FPL
 EASEMENT**

Sheet 2 of 2

WILLIAM HERRYMAN
 Professional Land Surveyor
 300 Bayview Drive Suite 209, Florida 33160. Phone (305)-606-0031.

(THIS PAGE IS NOT VALID WITHOUT THE OTHER)

