

AIRSPACE AGREEMENT

ITEM/SEGMENT NO.: 2515061
MANAGING DISTRICT: Six
F.A.P. NO.: 07540101
STATE ROAD NO.: 93 (I-75)
COUNTY: Miami-Dade
PARCEL NO.: 4463

THIS **AGREEMENT**, made this _____ day of _____, 2013, between the TOWN OF MIAMI LAKES at 15150 N.W. 79TH COURT, Miami Lakes, Florida 33016 (Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida (State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to an airspace agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of State Road 93, also known as Interstate 75 (I-75) which includes the property described in Exhibit "A" attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace above or below the gradeline of the property described in Exhibit "A", attached and made a part hereof for the following purpose: See Addendum

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Term

The Department does hereby lease unto Lessee the airspace above or below gradeline of the property for a period of fifty (50) years beginning with the date of this Agreement. One renewal of this Agreement may be made for See Addendum. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each month quarter year on or before the first day of each rent payment period, See Addendum plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: See Addendum

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date 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 the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the airspace as set forth herein.

b. The Lessee's proposed use of the airspace is as follows: See Addendum

c. The general design for the use of the airspace, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the airspace in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the airspace or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the airspace so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the airspace shall not adversely affect the use, safety, appearance, or enjoyment of the highway by smoke, fumes, vapors, odors, droppings, or any other objectionable discharges or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the airspace, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the airspace.

k. Lessee shall not occupy, use, permit, or suffer the airspace, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. 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 affecting the 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 Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the airspace under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. (select applicable paragraph)

Lessee is a Governmental Agency

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department 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 officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its 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 Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department 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 Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department'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 Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Note: No longer required for local governments.

Lessee is not a Governmental Agency

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, 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 the Department.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department 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 Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department 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 the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

Note: No longer required for local governments.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department 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 land 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 (\$ _____) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than _____ (\$ _____) for property damage, or a combined coverage of not less than _____ (\$ _____). 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 the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department 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 property.

7. Termination

a. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party.

b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose or is abandoned.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement 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 Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

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 property specified in this Agreement, 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 property specified in this Agreement. 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 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 Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

9. Miscellaneous

a. The airspace and Lessee's rights under this Agreement shall not be transferred, assigned, or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the ground of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 15 CFR Part 8, Subpart A.

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of

Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. 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.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement 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 any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. 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.

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

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

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

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

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____
District Secretary

Name: Alex Rey

Name: Gus Pego, P.E.

Title: Town Manager

Attest: _____

Attest: _____ (Seal)

Name/Title: _____ Exec. Secretary

Name: _____

Legal Review:

Title: _____

District Counsel

Name: Alicia Trujillo, Esq.

ADDENDUM

This is an Addendum to that certain Lease Agreement between _____

and the State of Florida Department of Transportation dated the _____ day of _____, _____.

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:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

LESSEE (Company Name, if applicable)

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

By: _____
District Secretary

Name: _____

Attest: _____

Name/Title: _____

Legal Review: _____

District Counsel

Name: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO AIRSPACE AGREEMENT

ITEM/SEGMENT NO.: 2515061
MANAGING DISTRICT: Six
STATE ROAD NO.: 93 (I-75)
COUNTY: Miami-Dade
PARCEL: 4463

This is an Addendum to that certain Airspace Agreement (“Agreement”) between the Town of Miami Lakes, Florida and the State of Florida Department of Transportation dated the _____ day of _____, 2013. Notwithstanding the provisions contained in the Agreement, the following terms and conditions shall be deemed to be a part thereof and incorporated into the Agreement. Where the terms of this Addendum conflict with the provisions of the said Agreement, this Addendum shall control.

1. The Department desires to lease to Lessee the airspace above or below gradeline of the property described in Exhibit “A”, attached and made a part hereof 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 7 (a) of the Airspace Agreement, the property shall revert to transportation use.

2. Paragraph 2. Term.

This Airspace 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 by the Lessor and may be subject to new terms and conditions

3. Paragraph 3. RENT is modified to include the following:

The Lessor has granted this Airspace Agreement at no consideration solely 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.

ADDENDUM TO AIRSPACE AGREEMENT

ITEM/SEGMENT NO.: 2515061
MANAGING DISTRICT: Six
STATE ROAD NO.: 93 (I-75)
COUNTY: Miami-Dade
PARCEL: 4463

4. Paragraph 4. Use, Occupancy, and Maintenance, Section a. is modified to include the following: Any and all improvements made to the property must be approved in writing by the Lessor prior to the construction or installation of such improvements.

Section c. is modified as follows: The composite Exhibit B as required under this provision is hereby supplanted by Exhibit A attached hereto.

IN WITNESS WHEREOF, the parties have executed this Addendum to the Airspace Agreement as of this _____ day of _____ 2013.

TOWN OF MIAMI LAKES

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Alex Rey
Town Manager

By: _____
Gus Pego, P.E.
District Secretary

Attest: _____

Print Name

Attest: _____

Exec. Secretary
Print Name

Legal Review:


Alicia Trujillo, Esq.
District Chief Counsel

EXHIBIT "A"

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF SECTION 16 AND SECTION 9 TOWNSHIP 52 SOUTH RANGE 40 EAST OF MIAMI-DADE COUNTY, STATE OF FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT NORTHEAST CORNER OF SAID SECTION 16 TOWNSHIP 52 SOUTH RANGE 40 EAST OF MIAMI-DADE COUNTY, STATE OF FLORIDA; THENCE S89°28'23"W AS A BASIS OF BEARINGS ALONG THE NORTH LINE OF SAID SECTION 16 ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY CORRIDOR MAP OF STATE ROAD 93 (INTERSTATE 75) SECTION 87075 PAGE 16 (FROM STATE ROAD 826 TO MIAMI -DADE BROWARD COUNTY LINE) FOR A DISTANCE OF 1350.59 FEET TO THE POINT OF BEGINNING, THENCE S02°35'59"E FOR A DISTANCE OF 29.59 FEET; THENCE S89°43'33"W FOR A DISTANCE OF 112.63 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT; THENCE 94.97 FEET ALONG THE ARC OF SAID TANGENT CURVE TO THE LEFT, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 200.00 FEET THROUGH A CENTRAL ANGLE OF 27°12'25"; THENCE S62°31'05"W FOR A DISTANCE OF 121.04 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT; THENCE 154.23 FEET ALONG THE ARC OF SAID TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 325.00 FEET THROUGH A CENTRAL ANGLE OF 27°11'24"; THENCE S89°42'28"W FOR A DISTANCE OF 271.97 FEET; THENCE S88°37'11"W FOR A DISTANCE OF 100.67 FEET; THENCE S87°42'03"W FOR A DISTANCE OF 102.53 FEET; THENCE N89°32'37"W FOR A DISTANCE OF 103.25 FEET; THENCE S89°51'45"W FOR A DISTANCE OF 78.70 FEET; THENCE N87°44'16"W FOR A DISTANCE OF 49.42 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, THE RADIAL LINE TO SAID POINT BEARS N02°15'44"E FROM THE RADIUS POINT; THENCE 31.07 FEET ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 100 FEET THROUGH A CENTRAL ANGLE OF 17°48'06"; THENCE S74°27'16"W FOR A DISTANCE OF 28.82 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, THE RADIAL LINE OF SAID POINT BEARS S15°32'32"E FROM THE RADIUS POINT; THENCE 14.38 FEET ALONG THE ARC OF SAID NON-TANGENT CURVE CONCAVE TO THE NORTH, SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 16°28'42"; THENCE N89°04'04"W FOR A DISTANCE OF 38.20 FEET; THENCE N87°00'51"W FOR A DISTANCE OF 8.15 FEET TO A POINT ON THE WEST LINE OF NE $\frac{1}{4}$ OF SECTION 16 TOWNSHIP 52 SOUTH RANGE 40 EAST OF MIAMI-DADE COUNTY; THENCE N02°36'27"W ALONG SAID WEST LINE OF NE $\frac{1}{4}$ OF SECTION 16 ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY CORRIDOR MAP OF STATE ROAD 93 (INTERSTATE 75) SECTION 87075 PAGE 16 (FROM STATE ROAD 826 TO MIAMI -DADE BROWARD COUNTY LINE) FOR A DISTANCE OF 150.89 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF NE $\frac{1}{4}$ OF SECTION 16 TOWNSHIP 52 SOUTH RANGE 40 EAST, SAID POINT BEING ALSO THE NORTHWEST CORNER OF SAID NE $\frac{1}{4}$ OF SECTION 16; THENCE N02°37'22"W ALONG SAID WEST LINE OF SE $\frac{1}{4}$ OF SECTION 9 TOWNSHIP 52 SOUTH RANGE 40 EAST OF MIAMI-DADE COUNTY ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY CORRIDOR MAP OF STATE ROAD 93 (INTERSTATE 75) SECTION 87075 PAGE 16 (FROM STATE ROAD 826 TO MIAMI -DADE BROWARD COUNTY LINE) FOR A DISTANCE OF 15.01 FEET TO A POINT ON THE NORTH LINE OF A 15 FEET RIGHT OF WAY EASEMENT ACCORDING TO PLAT BOOK 153 PAGE 38 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY; THENCE N89°28'23"E ALONG SAID NORTH LINE OF 15 FEET EASEMENT, SAID LINE BEING 15 FEET NORTH AND PARALLEL WITH THE NORTH LINE OF NE $\frac{1}{4}$ OF SECTION 16 TOWNSHIP 52 SOUTH RANGE 40 EAST ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY CORRIDOR MAP OF STATE ROAD 93 (INTERSTATE 75) SECTION 87075 PAGE 16 (FROM STATE ROAD 826 TO MIAMI -DADE BROWARD COUNTY LINE) FOR A DISTANCE OF 1290.67 FEET; THENCE S02°35'59"E FOR A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 171 636 SQUARE FEET, 3.94 ACRES MORE OR LESS.


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

(THIS PAGE IS NOT VALID WITHOUT THE OTHERS)

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 SURVEYOR AND MAPPER
LICENSE 2804, STATE OF FLORIDA

FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT SIX
ITEM SEGMENT No: 2515061
SECT/ JOB No: 87075-2402
F.A.P. No: 07540101
S.R. No: 93 (I-75)
COUNTY: MIAMI-DADE
PARCEL No: 4463

EXHIBIT "A"

LEGEND:

1. SEC. denotes Section.
2. P.O.B denotes Point of Beginning
3. P.O.C. denotes Point of Commence.
4. O.R.B. denotes Official Record Book
5. R/W denotes Right of Way Line
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
11. FDOT denotes Florida Department of Transportation
12. Δ denotes delta angle of the curve
13. R denotes radius of the curve
14. L denotes length of the curve
15. TAN denotes tangent of the curve
16. FPL denotes Florida Power and Light.
17. TOB denotes Top of Bank
18. L/A denotes Limited Access
19. PRM denotes Permanent Reference Monument

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 NORTH LINE OF NE $\frac{1}{4}$ OF SECTION 16 TOWNSHIP 52 SOUTH RANGE 40 EAST ACCORDING TO FDOT RIGHT OF WAY CORRIDOR MAP OF STATE ROAD 93 (INTERSTATE 75) SECTION 87075 PAGE 16 (FROM STATE ROAD 826 TO MIAMI-DADE / BORWARD COUNTY), BEING S89°28'15"W
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.
4. COMPLETION DATE: 05.14.2012

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE SKETCH TO ACCOMPANY THE LEGAL DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYING AND MAPPING, SET FORTH IN CHAPTER 5J-17.050 THROUGH 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.

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

(THIS PAGE IS NOT VALID WITHOUT THE OTHERS)

PREPARED BY:
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FLORIDA DEPARTMENT OF TRANSPORTATION
DISTRICT SIX
ITEM SEGMENT No: 2515061
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COUNTY: MIAMI-DADE
PARCEL No: 4463

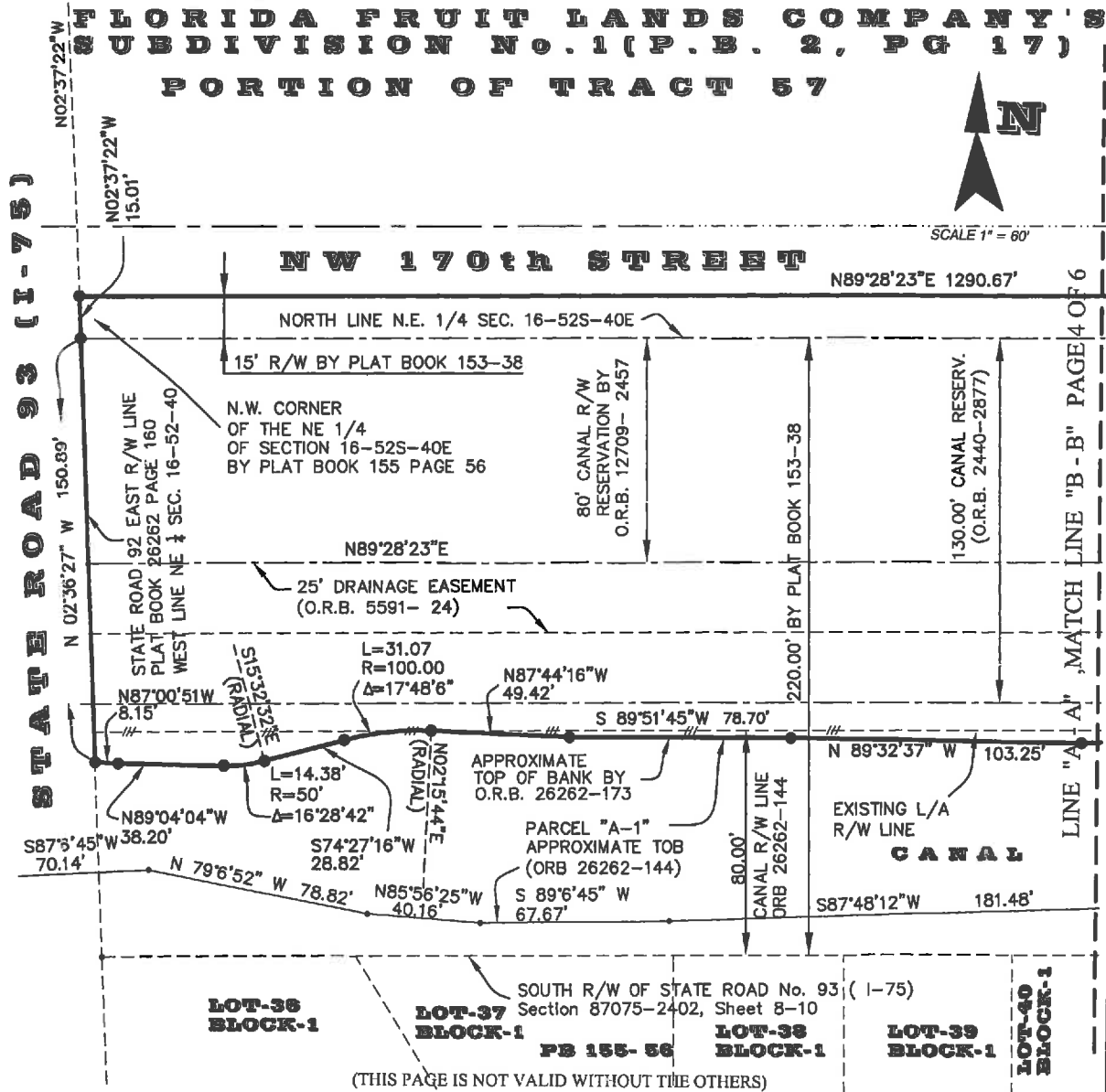
EXHIBIT "A"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
 (THIS IS NOT A SURVEY)

FLORIDA FRUIT LANDS COMPANY'S
SUBDIVISION No. 1 (P.B. 2, PG 17)
PORTION OF TRACT 57



SCALE 1" = 60'

STATE ROAD 93 (1-75)



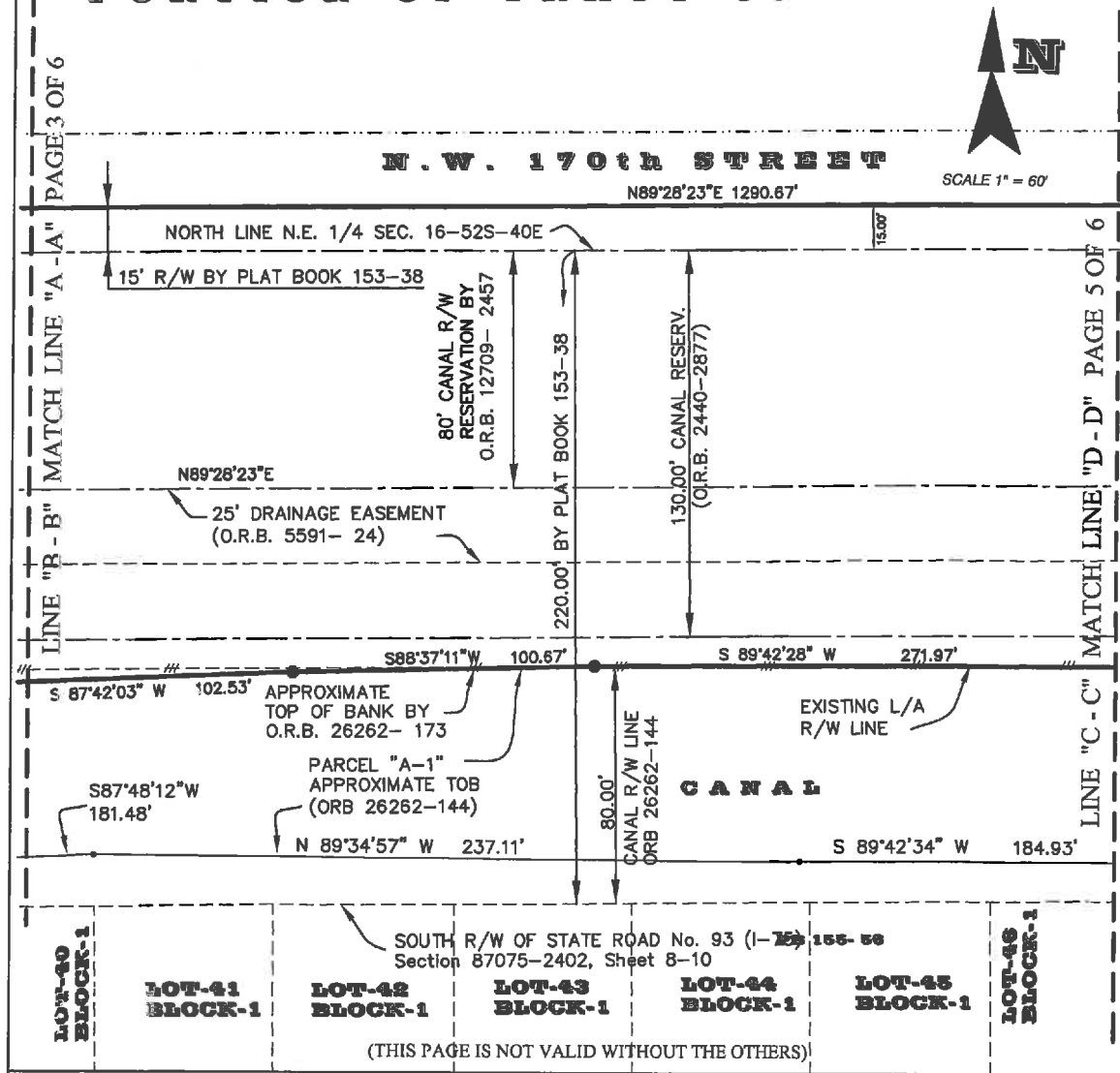
PREPARED BY:
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FLORIDA DEPARTMENT OF TRANSPORTATION
 DISTRICT SIX
 ITEM SEGMENT No: 2515061
 SECT/ JOB No: 87075-2402
 F.A.P. No: 07540101
 S.R. No: 93 (1-75)
 COUNTY: MIAMI-DADE
 PARCEL No: 4463

(THIS PAGE IS NOT VALID WITHOUT THE OTHERS)

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PORTION OF TRACT 57

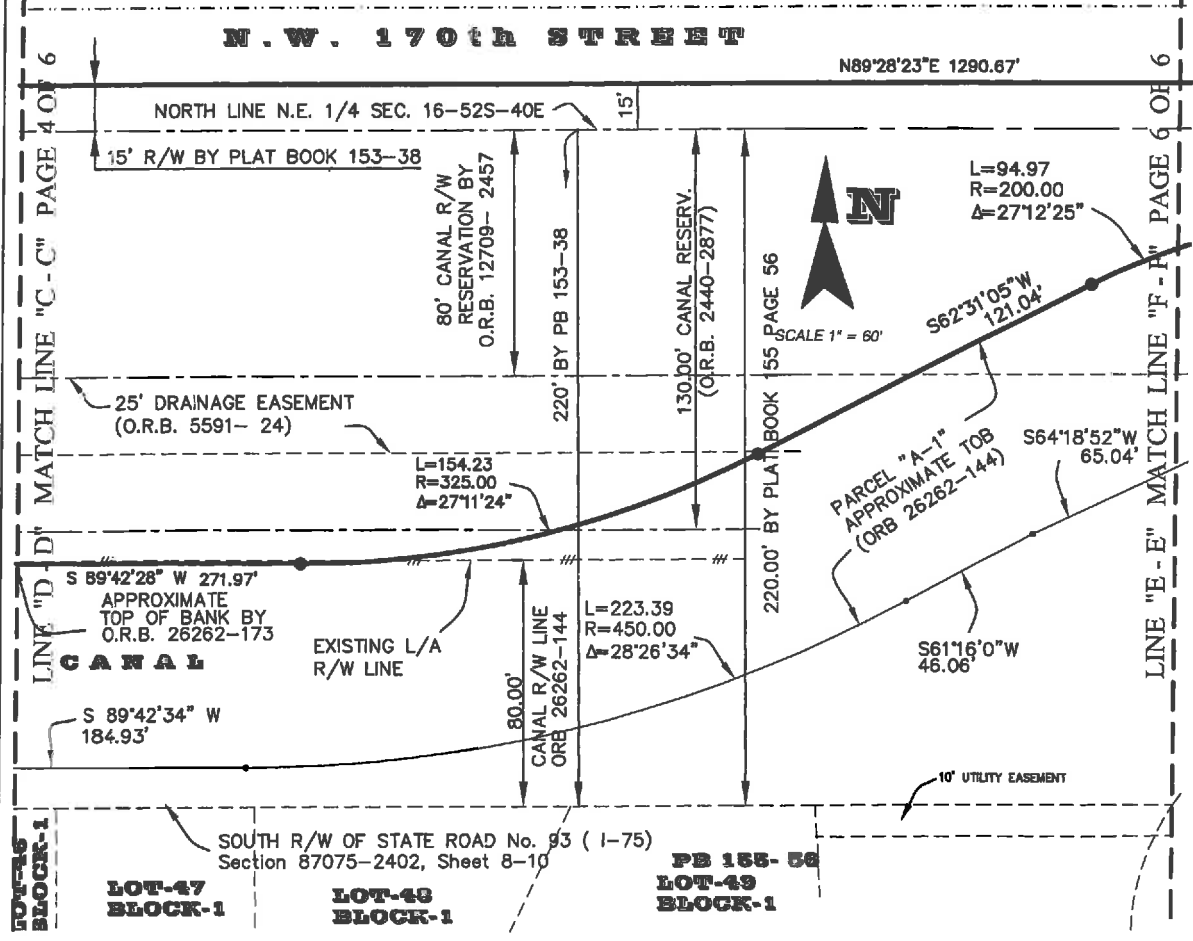


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**FLORIDA FRUIT LANDS COMPANY'S
 SUBDIVISION No. 1 (P.B. 2, PG 17)
 PORTION OF TRACT 57**



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