

ORDINANCE NO. 2018-141

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA ACCEPTING THE DEDICATION OF LAND BY J.V.C. MANAGEMENT CORP., A FLORIDA CORPORATION, FOR RIGHT-OF-WAY PURPOSES, AS MORE PARTICULARLY DESCRIBED IN THE RIGHT-OF-WAY DEED, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT 1"; ACCEPTING AND APPROVING THE TERMS OF AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND OPERATION OF A STORMWATER MANAGEMENT SYSTEM ON PROPERTY DESCRIBED IN THE EASEMENT AGREEMENT, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT 2" GRANTED BY J.V.C. MANAGEMENT CORP., A FLORIDA CORPORATION; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has planned roadway improvements to expand N.W. 102 Avenue from N.W. 138 Street to N.W. 142 Street and construct the roadway from N.W. 142 Street to N.W. 145 Place; and

WHEREAS, in order to complete the roadway improvements a donation of additional right of way and a stormwater drainage easement over the property of the abutting property owner, J.V.C. Management Corp., a Florida Corporation; and

WHEREAS, acceptance of the right-of-way and easement is in the public's best interest as the roadway improvements will boost economic development and enhance traffic circulation in the area.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby accepts the dedication of land for right-of-way purposes as more particularly described in the right-of-way deed attached hereto and made a part hereof as "Exhibit 1" from J.V.C. Management Corp., a Florida corporation.

Section 2: The City of Hialeah, Florida hereby accepts an easement and approves the terms for the easement, pursuant to the Grant of Easement for the Construction, Maintenance and

Operation of a Stormwater Management System, a copy of which is attached hereto and made a part hereof as "Exhibit 2", from J.V.C. Management Corp., a Florida corporation.

Section 3: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 5: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 11 day of December, 2018.

THE FOREGOING ORDINANCE OF THE CITY OF HIALEAH WAS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA STATUTE 166.041 PRIOR TO FINAL READING.

Attest:

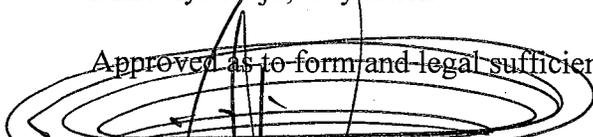
Approved on this 3 day of January, 2018. 


Vivian Casals-Munoz
Council President


Marbelys Fatjo, City Clerk


Mayor Carlos Hernandez

Approved as to form and legal sufficiency:


Lorena E. Bravo, City Attorney

Prepared by:

Francisco Juan Ortega
Krikorian, Ortega & Leal, PA
3162 Commodore Plaza Suite 3AB
Miami, FL 33133

Return to:

City of Hialeah, Florida
Law Department
501 Palm Avenue
Hialeah, Florida 33010

Parent Folio # 04-2020-001-0050
NW 102nd Avenue
City of Hialeah

[Space above This Line for Recording Data]

RIGHT-OF-WAY DEED TO CITY OF HIALEAH, FLORIDA FOR PUBLIC RIGHT-OF-WAY

This Indenture made this day of November 14, 2018 between J.V.C. Management Corp., a Florida corporation whose post office address is 10350 NW 142 Street, Hialeah, FL 33016, party of the first part, and the City of Hialeah, Florida, a municipal corporation organized and existing by virtue of and under the laws of the State of Florida, its successors in interest whose post office address is 501 Palm Avenue, Hialeah, FL 33010, party of the second part:

(Whenever used herein the terms "party of the first part" and "party of the second part" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

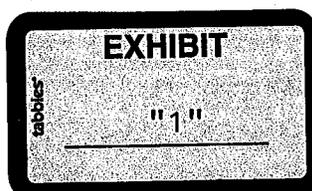
Witnessed, that the said party of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, and for other good and valuable consideration, has granted, bargained, and sold to the party of the second part, its successors in interest, for the purpose of a public right-of-way and purposes incidental thereto, the following described land, situate, lying and being in Miami-Dade County, Florida to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

It is the intention of the party of the first part, by this instrument, to convey to the party of the second part, and its successors in interest, the land above described for use as a public right-of-way and for all purposes incidental thereto.

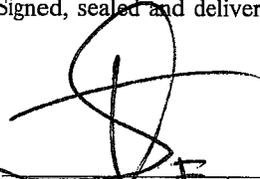
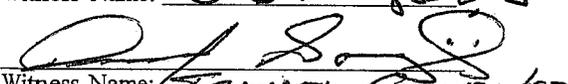
It is expressly provided that if and when the said right-of-way shall be lawfully and permanently discontinued, the title to the said above-described land shall revert to the party of the first part, its heirs and assigns, and such party shall have the right to repossess the same.

And the party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under the party of the first part.

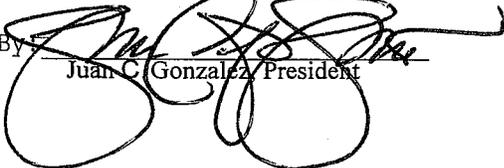


In Witness Whereof, the said party of the first part has hereunto set our hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: Eric Delgado Jr.

Witness Name: ISMAEL GONZALEZ

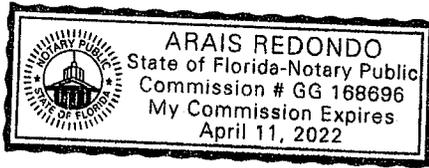
J.V.C. Management Corp., a Florida corporation

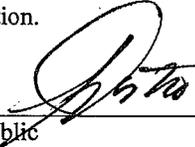
By 
Juan C. Gonzalez, President
(Corporate Seal)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 14TH day of NOVEMBER 2018 by Juan C. Gonzalez, as President of J.V.C. Management Corp., a Florida corporation, on behalf of the corporation. He/she LJ is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]




Notary Public
Printed Name: ARAIS REDONDO
My Commission Expires: 04-11-2022

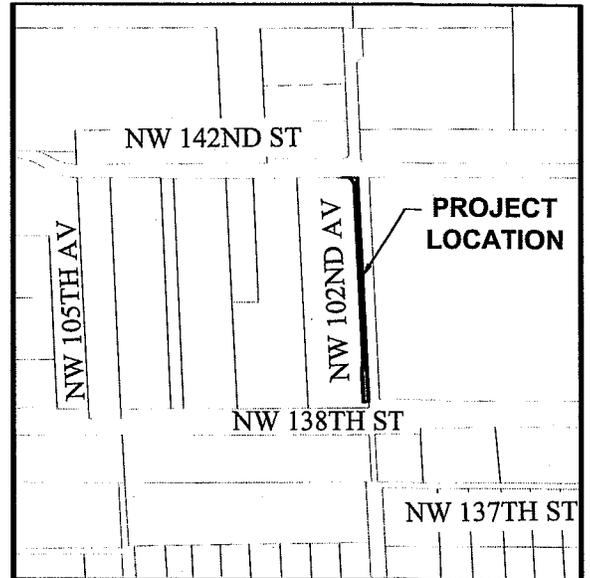
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

RIGHT-OF-WAY EXHIBIT "A"



LEGEND:

- PB - PLAT BOOK
- PG - PAGE
- ℄ - CENTERLINE
- ORB - OFFICIAL RECORD BOOK
- P.O.C - POINT OF COMMENCEMENT
- P.O.B.- POINT OF BEGINNING
- R/W - RIGHT OF WAY



**LOCATION MAP
(NOT TO SCALE)**

NOTES:

1. THIS IS NOT A SURVEY.
2. THE SUBJECT AREA PROPERTIES LIE IN THE S 1/2 OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 4 EAST, CITY OF HIALEAH, MIAMI-DADE COUNTY, FLORIDA.
3. THE PURPOSE OF THIS SKETCH AND LEGAL DESCRIPTION DOCUMENT IS TO DESCRIBE THE PROPOSED RIGHT OF WAY WITHIN THE AREA DESIGNATED AS "PROJECT LOCATION" AS DEPICTED IN THE LOCATION MAP SHOWN HEREON.
4. RECORD INFORMATION SHOWN HEREON WAS OBTAINED FROM THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA AND THE CITY OF HIALEAH.
5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT AS BROADCASTED BY THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). A BEARING OF N02°36'35" WAS OBTAINED BETWEEN THE SE AND NE CORNER OF THE SW 1/4 OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 40 EAST.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE: THIS IS NOT A SURVEY.

BISCAYNE ENGINEERING COMPANY, INC.
529 WEST FLAGLER STREET, MIAMI, FL. 33130
TEL: (305)-324-7671, FAX: (305)-324-0809
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB-0000129

LUIS A. GAZTAMBIDE, PSM, FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO. 6816
STATE OF FLORIDA

THIS DOCUMENT IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE SET.

DATE: Oct 10, 2018 - 12:45pm EST FILE: C:\PROJECTS\86295 - NW 102 Ave (HialeahStreetsDept)\DWG\05-86295-RW-sketch and legal.dwg

DRAWING No. 2291-SS-04				BEC ORDER # 05-86295	
PROJECT: NW 102ND AVENUE RIGHT OF WAY					
DATE: 10/10/2018	REV DATE: N/A	FIELD BOOK N/A	SHEET 1 OF 3	DRAWN BY W.J.R.	CLIENT CITY OF HIALEAH STREETS DEPARTMENT
BISCAYNE ENGINEERING		SURVEYORS ENGINEERS PLANNERS • SINCE 1898 •	529 W. FLAGLER ST, MIAMI, FL 33130 TEL. (305) 324-7671	449 NW 35TH ST, BOCA RATON, FL 33431 TEL. (561) 609-2329	E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
RIGHT-OF-WAY
EXHIBIT "A"**

LEGAL DESCRIPTION: (RIGHT OF WAY)

A PARCEL OF LAND LYING IN THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 40 EAST, CHAMBERS LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 68, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 16.00 FEET OF THE EAST ONE-HALF (E. 1/2) OF TRACT 5 OF SAID CHAMBERS LAND COMPANY SUBDIVISION, AND THAT PORTION OF SAID TRACT 5, WHICH LIES WITHIN THE EXTERNAL AREA FORMED BY A 55.00 FOOT RADIUS ARC CONCAVE TO THE SOUTHWEST, TANGENT TO THE SOUTH LINE OF THE NORTH 35.00 FEET OF SAID TRACT 5 AND TANGENT TO THE WEST LINE OF THE EAST 16.00 FEET OF SAID TRACT 5, LESS AND EXCEPT, THE NORTH 35.00 FEET OF THE EAST 16.00 FEET OF SAID TRACT 5.

AND

THE EAST 16.00 FEET OF THE EAST ONE-HALF (E. 1/2) OF TRACTS 6 AND 7, IN THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 40 EAST, OF CHAMBERS LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 68, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,

AND

THE EAST 25.00 FEET OF THE EAST ONE-HALF (E. 1/2) OF TRACT 8, IN THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 40 EAST, OF CHAMBERS LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 68, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION OF THE EAST 25.00 FEET OF THE EAST ONE-HALF (E. 1/2) OF SAID TRACT 8, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE EAST ONE-HALF (E. 1/2) OF SAID TRACT 8, SAID POINT ALSO BEING 16.01 FEET WEST OF THE NORTHEAST CORNER OF SAID TRACT 8; THENCE SOUTH 02°36'35" EAST, ALONG THE WEST LINE OF THE EAST 16.00 FEET OF THE EAST ONE-HALF (E. 1/2) OF SAID TRACT 8, A DISTANCE 16.62 FEET; THENCE SOUTH 04°43'00" WEST, DEPARTING THE WEST LINE OF SAID EAST 16.00 FEET, A DISTANCE OF 70.58 FEET TO A POINT ON THE WEST LINE OF THE EAST 25 FEET OF THE EAST ONE-HALF (E. 1/2) OF SAID TRACT 8; THENCE NORTH 02°36'35" WEST, CONTINUING ALONG THE WEST LINE OF SAID EAST 25.00 FEET, A DISTANCE OF 86.98 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 8; THENCE NORTH 89°40'52" EAST, ALONG SAID NORTH LINE OF SAID TRACT 8, A DISTANCE OF 9.01 FEET TO THE POINT OF BEGINNING.

AND

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE-DESCRIBED LANDS PREVIOUSLY DEDICATED AS PUBLIC RIGHT-OF-WAY.

THIS DOCUMENT IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE SET.

THIS IS NOT A SURVEY

DATE: Oct 10, 2018 - 12:45pm EST FILE: C:\PROJECTS\86295 - NW 102 Ave (HialeahStreetsDept)\DWG\05-86295-RW-sketch and legal.dwg

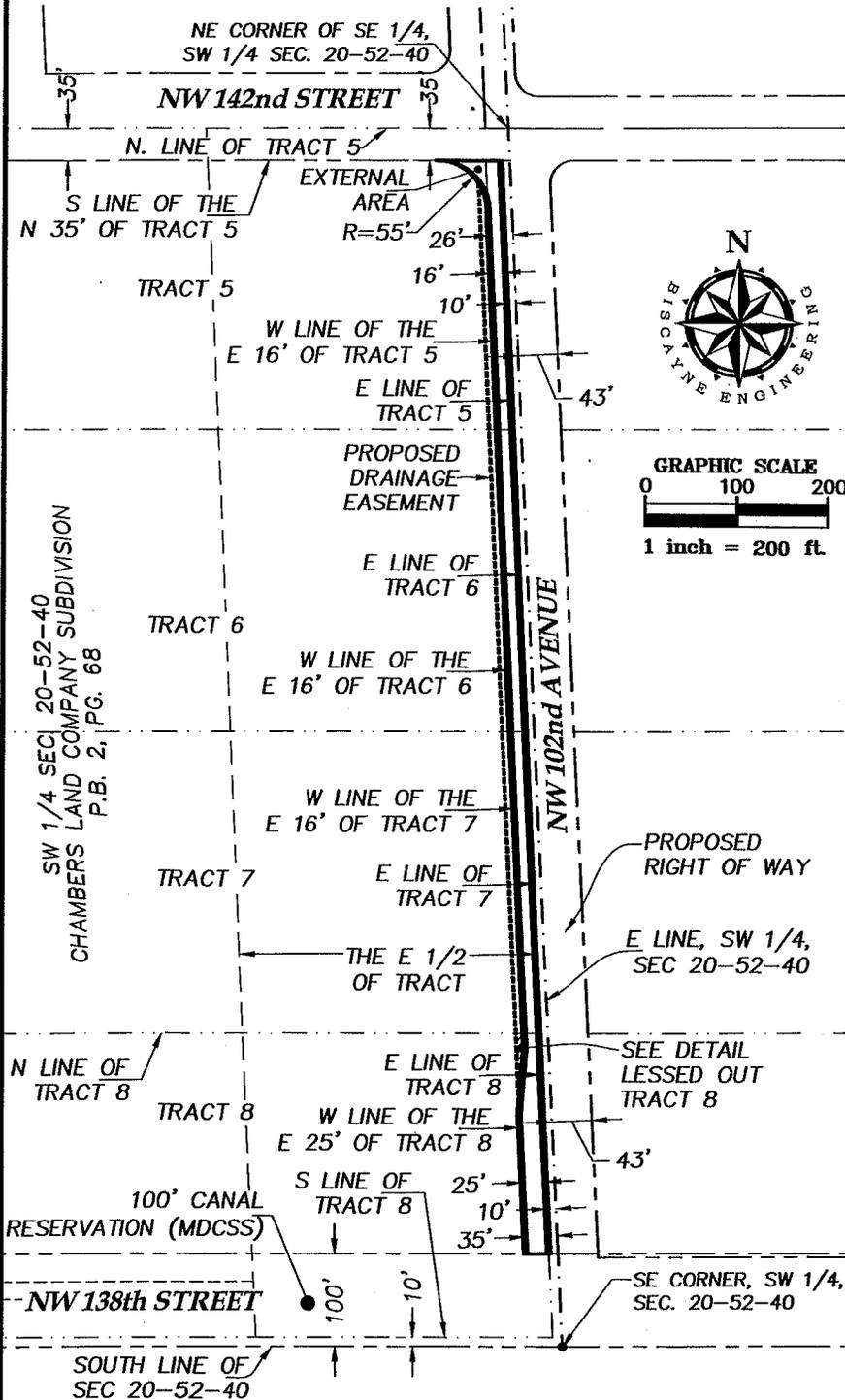
DRAWING No. 2291-SS-04

BEC ORDER # 05-86295

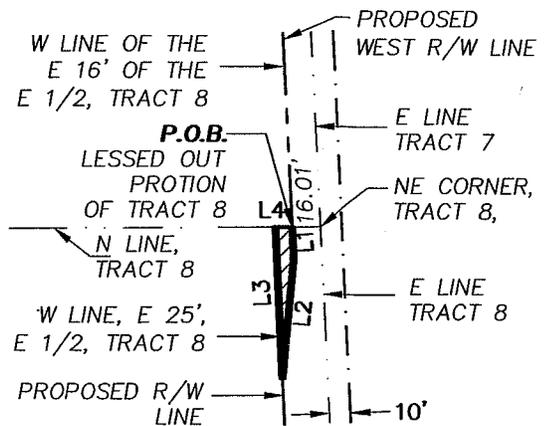
PROJECT: NW 102ND AVENUE RIGHT OF WAY

DATE: 10/10/2018	REV DATE: N/A	FIELD BOOK N/A	SHEET 2 OF 3	DRAWN BY W.J.R.	CLIENT CITY OF HIALEAH STREETS DEPARTMENT
		SURVEYORS ENGINEERS PLANNERS • SINCE 1898 •		529 W. FLAGLER ST, MIAMI, FL 33130 TEL. (305) 324-7671	449 NW 35TH ST, BOCA RATON, FL 33431 TEL. (561) 609-2329
E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM					

SKETCH TO ACCOMPANY LEGAL DESCRIPTION RIGHT-OF-WAY EXHIBIT "A"



TRACT 8 DETAIL (LESSED OUT PARCEL) NOT TO SCALE



Line Table Detail		
Line #	Length	Direction
L1	16.62'	S02°36'35"E
L2	70.58'	S04°43'00"W
L3	86.98'	N02°36'35"W
L4	9.01'	N89°40'52"E

LINE TYPES

EXISTING R/W LINE _____

SECTION LINE _____

TRACT LINES _____

THIS DOCUMENT IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE SET.

THIS IS NOT A SURVEY

DATE: Oct 10, 2018 - 12:45pm EST FILE: C:\PROJECTS\86295 - NW 102 Ave (HialeahStreetsDept)\DWG\05-86295-RW-sketch and legal.dwg

DRAWING No. 2291-SS-04

BEC ORDER # 05-86295

PROJECT: NW 102ND AVENUE RIGHT OF WAY

DATE:
10/10/2018

REV DATE:
N/A

FIELD BOOK
N/A

SHEET
3 OF 3

DRAWN BY CLIENT
W.J.R.

CITY OF HIALEAH STREETS DEPARTMENT



SURVEYORS
ENGINEERS
PLANNERS
• SINCE 1898 •

529 W. FLAGLER ST, MIAMI, FL 33130
TEL. (305) 324-7671

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TEL. (561) 609-2329

E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM

Prepared by and when recorded, return to:

Lorena E. Bravo, Esq.
City of Hialeah, Florida – Law Dept.
4th Floor - 501 Palm Avenue
Hialeah, FL 33010

**GRANT OF EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND
OPERATION OF A STORMWATER MANAGEMENT SYSTEM**

THIS GRANT OF EASEMENT (the “Agreement”) is made and entered into this 14th day of ~~NOVEMBER~~, 2018, by and between J.V.C. Management Corp., a Florida corporation (hereinafter referred to as “Grantor”) whose post office address is 10350 N.W. 142 Street, Hialeah, FL 33016, and the CITY OF HIALEAH, a municipal corporation organized and existing by virtue of and under the laws of the State of Florida, its successors in interest (hereinafter referred to as “Grantee”), whose post office address is 501 Palm Avenue, Hialeah, FL 33010. As used herein, the term Grantor shall include any and all heirs, successors, or assigns of the Grantor.

RECITALS

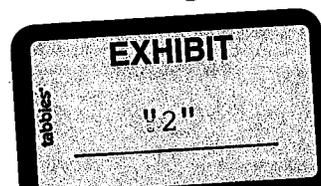
WHEREAS, Grantor is the fee owner of the real property lying and situate in Miami-Dade County, Florida (the “Property”), more particularly described in “Exhibit B” attached hereto and by this reference made a part of this Agreement;

WHEREAS, Grantee intends to construct certain improvements within a portion of the Property to install, maintain and operate a stormwater management system in connection with roadway improvements directly abutting or in close proximity to the Property. The Stormwater Management System is comprised of all the conduits, conveyances, appurtenances, ground surface drainage ways and site improvements, including but not limited to all storm sewer pipes and drains, designed for collecting, detaining, retaining and transporting stormwater pursuant to the approved site plan, plans and specifications, stormwater management plan and maintenance plan for the control of impediments to the function of the stormwater management system (the “Stormwater Management System”); and

WHEREAS, the location of the Stormwater Management System within the property is depicted in the attached “Exhibit A” (the “Easement Area”); and

WHEREAS, all construction of improvements upon the Easement Area shall be in accordance with and pursuant to the approved site plan, constructions plans and drawings, specifications and permits, stormwater management plan and maintenance plan, as may amended from time to time (the “Plans and Permits”) issued by the City of Hialeah, Florida, in its regulatory capacity, and any other regulatory agency with jurisdiction over the construction, maintenance and operation of the Stormwater Management System; and

WHEREAS, the Plans and Permits are incorporated in this Agreement in their entirety by this reference; and



WHEREAS, in order to complete the Stormwater Management System pursuant to and in accordance with the terms of the Plans and Permits, Grantee requires a perpetual nonexclusive easement upon, over, across, through, and into the Easement Area for stormwater management purposes; and

WHEREAS, Grantor desires to grant to Grantee an easement, according to the terms and conditions contained in this Agreement, for the construction, installation, maintenance, repair and operation of the Stormwater Management System;

WITNESSETH

Grantor, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, does hereby grant and convey to the Grantee, its successors and assigns, the following easement:

**SECTION I.
RECITALS**

The foregoing Recitals are true and correct and are incorporated in this Agreement in their entirety by this reference.

**SECTION II.
GRANT OF EASEMENT; SCOPE OF EASEMENT**

A perpetual, non-exclusive easement for storm water drainage purposes in, on, under, over, across and through the property in "Exhibit A" (the "Easement Area"). The perpetual storm water drainage easement includes the right of Grantee, its contractors, consultants, laborers and materialmen, agents, licensees, guests, invitees and employees to enter the Easement Area at all reasonable times for the purpose of locating, constructing, reconstructing, laying, installing, operating, maintaining, relocating, repairing, replacing, improving, removing and inspecting the Stormwater Management System. The easement granted in this Agreement shall also include the right to remove, cut, trim, fell or demolish, with no obligation to repair or replace the same, any trees, shrubs, underbrush, vegetation, structures, obstructions or obstacles, including but not limited to pavers or any other decorative surface finishes installed or maintained by Grantor above the finished grade, within the limits of the Easement Area, as may be necessary, in Grantee's judgment, to carry out any rights or privileges granted herein or that otherwise unreasonably interfere with the easement or facilities of Grantee, its successors or assigns. Grantor reserves the right to use the Property which is subject to this Easement in any manner which shall not interfere with the use and enjoyment of the rights granted hereunder to the Grantee. The Easement Area is more particularly described on Exhibit A attached hereto and made a part hereof.

**SECTION III.
CONSTRUCTION OF STORMWATER MANAGEMENT SYSTEM**

Grantee shall be responsible, at Grantee's sole cost and expense, for the engineering, design, permitting, excavation, construction and installation of the Stormwater Management System, as well as any proposed modification by Grantee to the Stormwater Management System. Grantor has reviewed and approved copies of final Plans and Permits and grants this easement with a full understanding and approval of the nature and scope of the improvements Grantee intends to construct in the Easement Area. Grantor expressly waives any right of review or approval of any modifications to the Plans and Permits for the Stormwater Management System.

**SECTION IV.
ENVIRONMENTAL MATTERS; OBLIGATION OF THE PARTIES**

Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees and costs, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances or toxic materials, pollutants, or contaminants, or any other substances or materials prohibited under any federal, state or local law, ordinance, rule, regulations or permit, which may have existed on, or which relate to, the Easement Area or Property prior to the date of this Agreement.

The Parties acknowledge and agree that any rights granted under this Agreement shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, including but not limited to the Plans and Permits, and any future modifications or amendments to the same. The Parties agree that neither party shall discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants or contaminants, or any other substances or materials prohibited under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

**SECTION V.
WARRANTY OF TITLE; POWER AND AUTHORITY OF GRANTOR**

Grantor does hereby fully warrant that it has good title to the Property described in Exhibits A and B, warrants the easement and rights created herein and agrees to defend title to this easement, and will defend against and will indemnify and hold the Grantee harmless from the claims and demands of all persons claiming by, through, or under it.

The person(s) signing below on behalf of Grantor represents and warrants that they have the full right, power and authority to enter into, execute, deliver and perform this Agreement and that no consents of any person(s) or any further acts are required other than those which have already been obtained.

**SECTION VI.
DEFAULT**

In the event of a default under this Agreement, all parties shall have all rights and remedies allowed by law in connection with such default, including but not limited to the right to specific performance, subject to, however, notice and right to cure. No party shall be in default under this Agreement unless the party alleging default shall have given the party against whom default is alleged no less than twenty (20) calendar days' prior written notice of default.

**SECTION VII.
NOTICES**

Notices under this Agreement shall be given to the Parties set forth below and shall be made by hand delivery, certified mail, facsimile, or overnight delivery. For the purpose of calculating time limits which run from the giving of a particular notice, the time shall be calculated from actual receipt of the notice or five days from the date of delivery, whichever is shorter.

As to Grantor:

Juan C. Gonzalez, President
or successor in office
JVC Management Corp.
10350 N.W. 142 Street
Hialeah, FL 33016

As to Grantee:

Carlos Hernandez, Mayor
or his successor in office
City of Hialeah, Florida
501 Palm Avenue, 4th Floor
Hialeah, FL 33010

With a copy to:

Lorena E. Bravo, City Attorney
or her successor in office
City of Hialeah, Florida
501 Palm Avenue, 4th Floor
Hialeah, FL 33010

**SECTION VIII.
BINDING EFFECT; WAIVER AND SEVERABILITY; WAIVER TO JURY TRIAL;
MISCELLANEOUS**

The terms and conditions of this Agreement shall run with the land, be for the use and benefit of Grantee and be binding on Grantor, its successors and assigns, and any future owners of any portion of the Property.

This Agreement contains the entire understanding of the Parties with respect to the matters set forth in this Agreement, and no other agreement, oral or written, not set forth in this Agreement shall be deemed to alter or affect the terms and conditions of this Agreement.

This Agreement shall not be terminated or amended, modified, altered or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and

recorded in the public records of Miami-Dade County, Florida. No delay or omission of any party in the exercise of any right shall be construed as a waiver of such right. A waiver by any party of a breach of, or a default in, any of the terms or conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

If any provision of this Agreement, or its application to any person or circumstance, shall be held invalid, inoperative or unenforceable, then the remainder of this Agreement, or the application of such provision to any other person or circumstance shall not be affected by such invalidity, inoperability or unenforceability; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

This Agreement and all questions of interpretation, construction, and enforcement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Any legal action brought in connection with this Agreement shall be filed exclusively in Miami-Dade County, Florida.

Grantor and Grantee, knowingly and to the fullest extent permitted by applicable law, hereby waive, relinquish and forego the right to a trial by jury in any action or proceeding based upon, arising out of, or in any way related to this Agreement, regardless of the basis for the claim, theory of law asserted or relief sought.

Nothing in this Agreement shall be construed to make the Parties to this Agreement partners or joint venturers or render either of the Parties liable for the debts or obligations of the other. Nothing in this Agreement shall be construed as a waiver of Grantee's sovereign immunity beyond the scope and limits provided by law.

The parties have executed this Grant of Easement at Miami-Dade County the day and year first set forth above.

Signed, sealed and delivered
in the presence of:

Witness Signature

[Print Name]

Witness

[Print Name]

GRANTOR:

JVC Management, Corp, a
Florida corporation

By:

Name: Juan C. Gonzalez

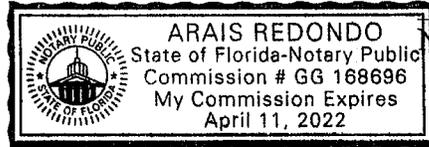
Title: President

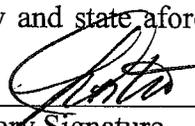
State of Florida)
)ss:
County of Miami-Dade)

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Juan C. Gonzalez, as President of JVC Management Corp., a Florida corporation, and that he is known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed same, and I: ___ relied upon the foregoing form of identification _____ of the above named person, or ___ he is personally known to me and that oath was taken.

Witness my hand and official seal in the county and state aforesaid this 14TH day of NOVEMBER, 2018.

Commission Seal:




Notary Signature

GRANTEE:
City of Hialeah, Florida, a
Florida municipal corporation

Attest:

By: _____
Name: Carlos Hernandez
Title: Mayor

Marbelys Fatjo, City Clerk

Approved as to form and legal sufficiency:

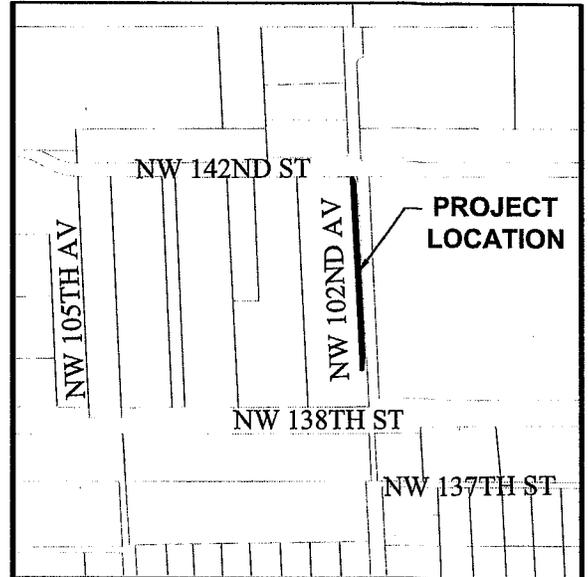
Lorena E. Bravo, City Attorney

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
DRAINAGE EASEMENT
EXHIBIT "A"**



LEGEND:

- PB - PLAT BOOK
- PG - PAGE
- ⊕ - CENTERLINE
- ORB - OFFICIAL RECORD BOOK
- P.O.C - POINT OF COMMENCEMENT
- P.O.B - POINT OF BEGINNING
- R/W - RIGHT OF WAY
- D.E. - DRAINAGE EASEMENT



**LOCATION MAP
(NOT TO SCALE)**

NOTES:

1. THIS IS NOT A SURVEY.
2. THE SUBJECT AREA PROPERTIES LIE IN THE S 1/2 OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 4 EAST, CITY OF HIALEAH, MIAMI-DADE COUNTY, FLORIDA.
3. THE PURPOSE OF THIS SKETCH AND LEGAL DESCRIPTION DOCUMENT IS TO DESCRIBE THE PROPOSED DRAINAGE EASEMENT WITHIN THE AREA DESIGNATED AS "PROJECT LOCATION" AS DEPICTED IN THE LOCATION MAP SHOWN HEREON.
4. RECORD INFORMATION SHOWN HEREON WAS OBTAINED FROM THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA AND THE CITY OF HIALEAH.
5. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT AS BROADCASTED BY THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). A BEARING OF N02°36'35" WAS OBTAINED BETWEEN THE SE AND NE CORNER OF THE SW 1/4 OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 40 EAST.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE FOR SURVEYING AND MAPPING SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTE: THIS IS NOT A SURVEY.

BISCAYNE ENGINEERING COMPANY, INC.
529 WEST FLAGLER STREET, MIAMI, FL. 33130
TEL: (305)-324-7671, FAX: (305)-324-0809
STATE OF FLORIDA DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB-0000129

Luís A. Gázquez 11/13/2018

LUIS A. GAZTAMBIDE, PSM, FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER NO. 6816
STATE OF FLORIDA

THIS DOCUMENT IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE SET.

DATE: Oct 10, 2018 - 4:50pm EST FILE: C:\PROJECTS\86295 - NW 102 Ave (HialeahStreetsDept)\DWG\05-86295-DE-sketch and legal.dwg

DRAWING No. 2291-SS-05

BEC.ORDER # 05-86295

PROJECT: NW 102ND AVENUE - DRAINAGE EASEMENT

DATE: 10/10/2018	REV DATE: N/A	FIELD BOOK N/A	SHEET 1 OF 3	DRAWN BY W.J.R.	CLIENT CITY OF HIALEAH STREETS DEPARTMENT
BISCAYNE ENGINEERING		SURVEYORS ENGINEERS PLANNERS • SINCE 1898 •		529 W. FLAGLER ST, MIAMI, FL 33130 TEL. (305) 324-7671	449 NW 35TH ST, BOCA RATON, FL 33431 TEL. (561) 609-2329
E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM					

**SKETCH TO ACCOMPANY
LEGAL DESCRIPTION
DRAINAGE EASEMENT
EXHIBIT "A"**

LEGAL DRAINAGE EASEMENT

A PARCEL OF LAND LYING IN THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 40 EAST, CHAMBERS LAND COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 68, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 9.00 FEET OF THE THE EAST 25.00 FEET OF THE EAST ONE-HALF (E. 1/2) OF TRACT 5 OF SAID CHAMBERS LAND COMPANY SUBDIVISION, LESS THAT PORTION OF SAID TRACT 5, WHICH LIES WITHIN THE EXTERNAL AREA FORMED BY A 55.00 FOOT RADIUS ARC CONCAVE TO THE SOUTHWEST, TANGENT TO THE SOUTH LINE OF THE NORTH 35.00 FEET OF SAID TRACT 5 AND TANGENT TO THE WEST LINE OF THE EAST 16.00 FEET OF SAID TRACT 5, LESS AND EXCEPT, THE NORTH 35.00 FEET OF THE WEST 9.00 FEET OF THE EAST 25.00 FEET OF SAID TRACT 5.

AND

THE WEST 9.00 FEET OF THE EAST 25.00 FEET OF THE EAST ONE-HALF (E. 1/2) OF TRACTS 6 AND 7, IN THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 40 EAST, OF CHAMBERS LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 68, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA,

AND

THAT PORTION OF THE EAST 25.00 FEET OF THE EAST ONE-HALF (E. 1/2) OF TRACT 8, IN THE SOUTHWEST ONE-QUARTER (SW. 1/4) OF SECTION 20, TOWNSHIP 52 SOUTH, RANGE 40 EAST, OF CHAMBERS LAND COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 68, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE EAST ONE-HALF (E. 1/2) OF SAID TRACT 8, SAID POINT ALSO BEING 16.01 FEET WEST FROM THE NORTHEAST CORNER OF SAID TRACT 8; THENCE SOUTH 02°36'35" EAST, ALONG THE WEST LINE OF THE EAST 16.00 FEET OF THE EAST ONE-HALF (E. 1/2) OF SAID TRACT 8, A DISTANCE 16.62 FEET; THENCE SOUTH 04°43'00" WEST, DEPARTING THE WEST LINE OF SAID EAST 16.00 FEET, A DISTANCE OF 70.58 FEET TO A POINT ON THE WEST LINE OF THE EAST 25 FEET OF THE EAST ONE-HALF (E. 1/2) OF SAID TRACT 8; THENCE NORTH 02°36'35" WEST, CONTINUING ALONG THE WEST LINE OF SAID EAST 25.00 FEET, A DISTANCE OF 86.98 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 8; THENCE NORTH 89°40'52" EAST, ALONG SAID NORTH LINE OF SAID TRACT 8, A DISTANCE OF 9.01 FEET TO THE POINT OF BEGINNING.

AND

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE-DESCRIBED LANDS PREVIOUSLY DEDICATED AS PUBLIC RIGHT-OF-WAY.

THIS DOCUMENT IS VALID ONLY WHEN ALL SHEETS ARE COMBINED, FORMING THE COMPLETE SET.

THIS IS NOT A SURVEY

DATE: Oct 10, 2018 - 4:51pm EST FILE: C:\PROJECTS\86295 - NW 102 Ave (HialeahStreetsDept)\DWG\05-86295-DE-sketch and legal.dwg

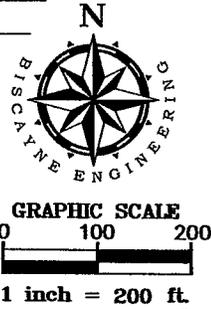
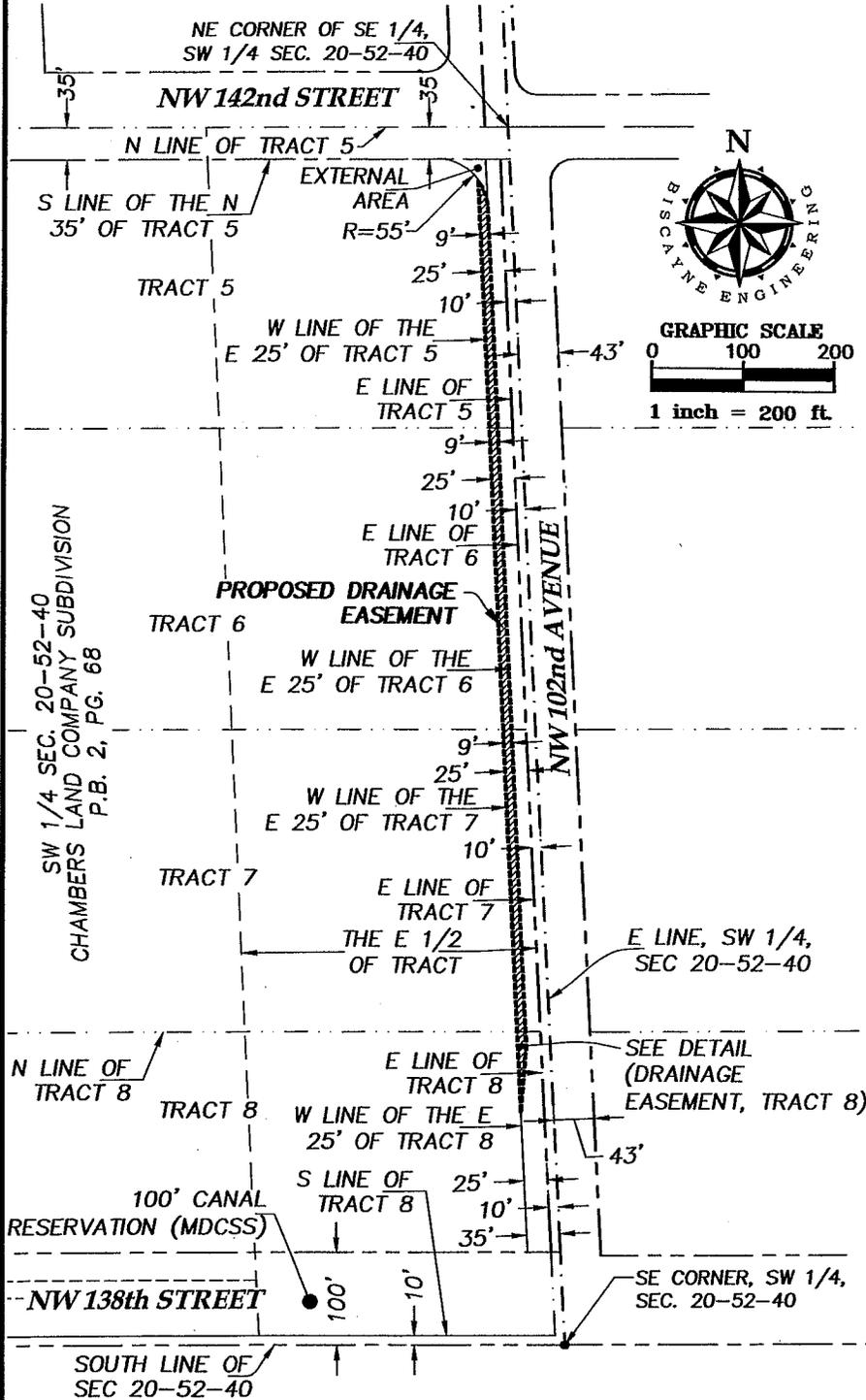
DRAWING No. 2291-SS-05

BEC ORDER # 05-86295

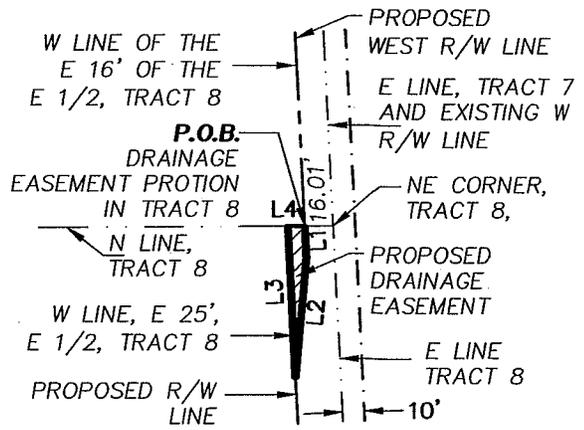
PROJECT: NW 102ND AVENUE - DRAINAGE EASEMENT

DATE: 10/10/2018	REV DATE: N/A	FIELD BOOK N/A	SHEET 2 OF 3	DRAWN BY W.J.R.	CLIENT CITY OF HIALEAH STREETS DEPARTMENT
		SURVEYORS ENGINEERS PLANNERS • SINCE 1898 •		529 W. FLAGLER ST, MIAMI, FL 33130 TEL. (305) 324-7671	449 NW 35TH ST, BOCA RATON, FL 33431 TEL. (561) 609-2329
E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM					

SKETCH TO ACCOMPANY LEGAL DESCRIPTION DRAINAGE EASEMENT EXHIBIT "A"

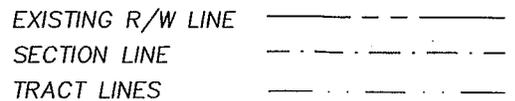


TRACT 8 DETAIL (DRAINAGE EASEMENT) NOT TO SCALE



Line Table Detail		
Line #	Length	Direction
L1	16.62'	S02°36'35"E
L2	70.58'	S04°43'00"W
L3	86.98'	N02°36'35"W
L4	9.01'	N89°40'52"E

LINE TYPES

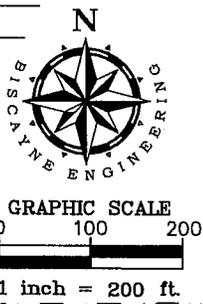
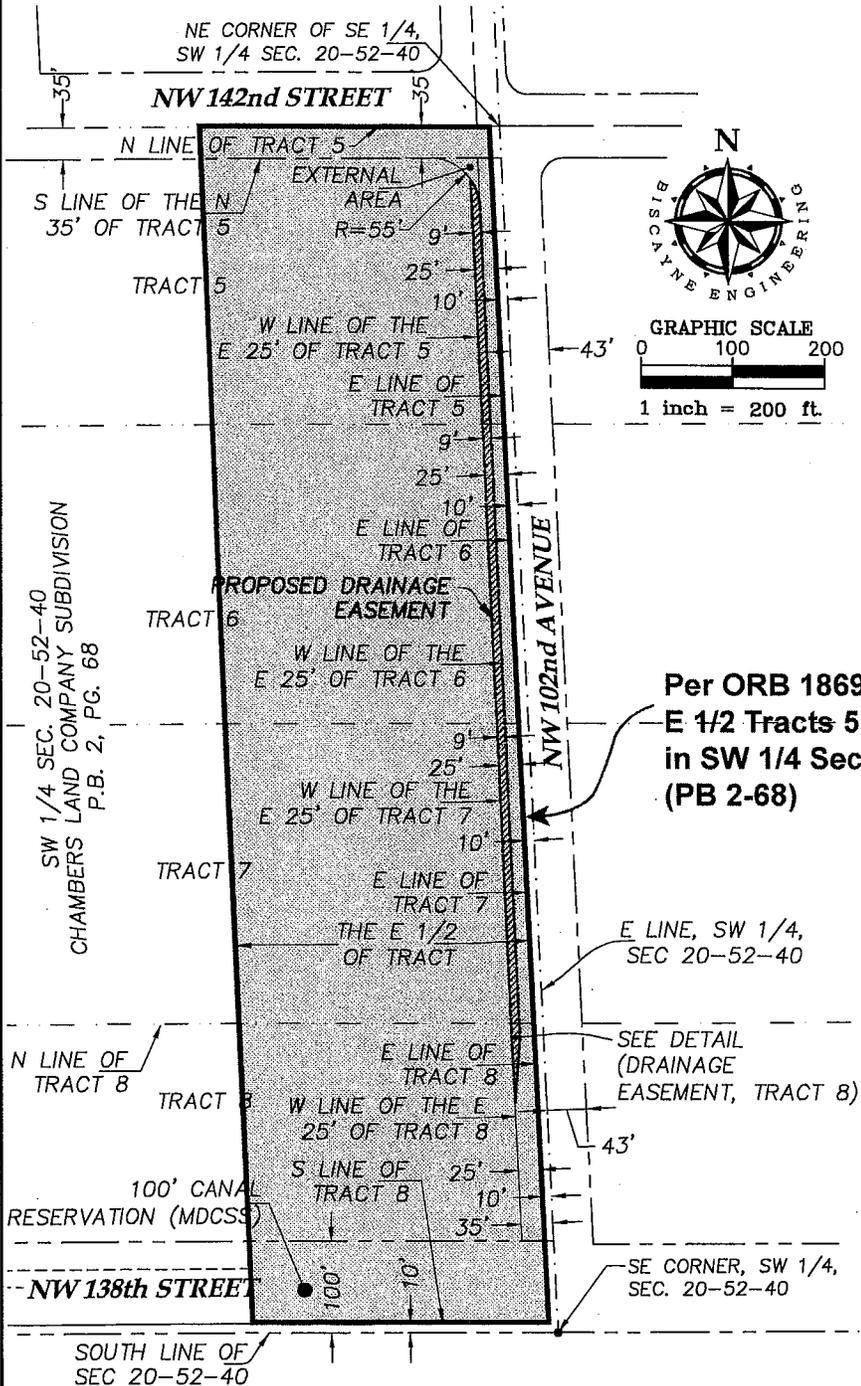


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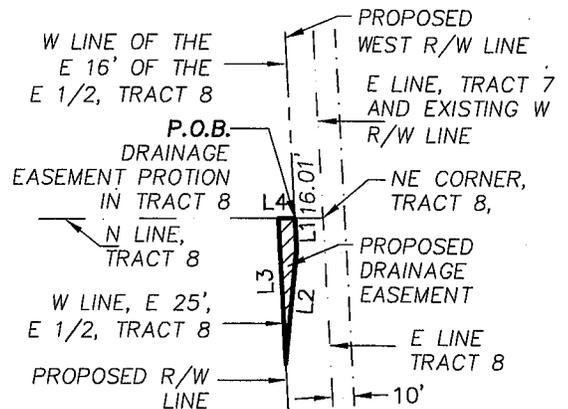
DATE: Oct 10, 2018 - 4:51pm EST FILE: C:\PROJECTS\86295 - NW 102 Ave (HialeahStreetsDept)\DWG\05-86295-DE-sketch and legal.dwg

DRAWING No. 2291-SS-05			BEC ORDER # 05-86001		
PROJECT: NW 102ND AVENUE - DRAINAGE EASEMENT					
DATE: 10/10/2018	REV DATE: N/A	FIELD BOOK N/A	SHEET 3 OF 3	DRAWN BY W.J.R.	CLIENT CITY OF HIALEAH STREETS DEPARTMENT
BISCAYNE ENGINEERING		SURVEYORS ENGINEERS PLANNERS • SINCE 1898 •		529 W. FLAGLER ST, MIAMI, FL 33130 TEL. (305) 324-7671	
		449 NW 35TH ST, BOCA RATON, FL 33431 TEL. (561) 609-2329		E-MAIL: INFO@BISCAYNEENGINEERING.COM • WEBSITE: WWW.BISCAYNEENGINEERING.COM	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION DRAINAGE EASEMENT EXHIBIT "B"



**TRACT 8 DETAIL
(DRAINAGE EASEMENT)
NOT TO SCALE**



**Per ORB 18691-3009
E 1/2 Tracts 5,6,7,8
in SW 1/4 Sec. 20-52-40
(PB 2-68)**

Line Table Detail		
Line #	Length	Direction
L1	16.62'	S02°36'35"E
L2	70.58'	S04°43'00"W
L3	86.98'	N02°36'35"W
L4	9.01'	N89°40'52"E

LINE TYPES

- EXISTING R/W LINE
- SECTION LINE
- TRACT LINES

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DATE: Oct 10, 2018 - 4:51pm EST FILE: C:\PROJECTS\86295 - NW 102 Ave (HialeahStreetsDept)\DWG\05-86295-DE-sketch and legal.dwg

DRAWING No. 2291-SS-05				BEC ORDER # 05-86001	
PROJECT: NW 102ND AVENUE - DRAINAGE EASEMENT					
DATE: 10/10/2018	REV DATE: N/A	FIELD BOOK N/A	SHEET 3 OF 3	DRAWN BY W.J.R.	CLIENT CITY OF HIALEAH STREETS DEPARTMENT
BISCAYNE ENGINEERING		SURVEYORS ENGINEERS PLANNERS • SINCE 1898 •		529 W. FLAGLER ST, MIAMI, FL 33130 TEL. (305) 324-7671 449 NW 35TH ST, BOCA RATON, FL 33431 TEL. (561) 609-2329	
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