

**ORDINANCE NO. 2021-056**

ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA GRANTING AN AERIAL EASEMENT ATTACHED AS EXHIBIT "1" TO FLORIDA POWER AND LIGHT AS PROVIDED FOR IN THE FACILITIES RELOCATION AGREEMENT BETWEEN THE CITY AND FLORIDA POWER AND LIGHT DATED JANUARY 2020, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF OVERHEAD ELECTRIC UTILITY FACILITIES, IN AN AREA APPROXIMATELY 11,578 SQUARE FEET OR 0.266 ACRES, MORE OR LESS, (EASEMENT 1) AND 11,828 SQUARE FEET OR 0.272 ACRES, MORE OR LESS (EASEMENT 2) AS DEPICTED, IN EXHIBITS "A" AND "B" TO THE EASEMENT ATTACHED AS EXHIBIT "1", LOCATED ALONG THE WEST SIDE OF NW 97 AVENUE, BETWEEN NW 154 STREET, AND NW 162 STREET, INCLUDING AIRSPACE HAVING AS ITS LOWER BOUNDARY A HORIZONTAL PLANE AT AN ELEVATION THAT IS 30 FEET ABOVE THE GROUND ELEVATION GRADE; APPROVING THE TERMS OF EASEMENT IN SUBSTANTIAL CONFORMITY WITH THE FORM ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT 1; AND AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, TO EXECUTE THE EASEMENT ON BEHALF OF THE CITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the City owns the property located along the west side of NW 97 Avenue, between NW 154 Street, and NW 162 Street; and

**WHEREAS**, the easement in favor of Florida Power and Light for the construction, operation and maintenance of electric power service is necessary to ensure the safe relocation, construction, operation and maintenance of the power transmission infrastructure necessary to service the public; and

**WHEREAS**, the easement serves a paramount public purpose and protects the public's interest in the proper functioning of power transmission lines.

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 pursuant to the Facilities Relocation Agreement between the city and Florida Power and Light dated January 2020, hereby grants an easement to Florida Power and Light for the construction, operation and maintenance of electric utility facilities in an area approximately 11,578 square feet or 0.266 acres, more or less,

(easement 1) and 11,828 square feet or 0.272 acres, more or less (easement 2) as depicted, in exhibits "A" and "B" to the easement attached as Exhibit "1", along the west side of NW 97 Avenue, between NW 154 Street, and NW 162 Street, including airspace having as its lower boundary a horizontal plane at an elevation that is 30 feet above the ground elevation grade.

**Section 2:** The easement is granted subject to the terms and conditions set forth in the form Easement attached as Exhibit 1 and the Mayor and the City Clerk, as attesting witness, are authorized to execute the form Easement on behalf of City of Hialeah.

**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.

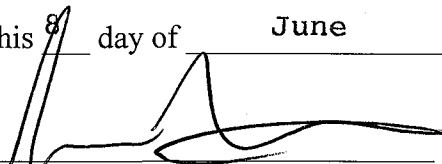
**Section 4: Severability Clause.**

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.

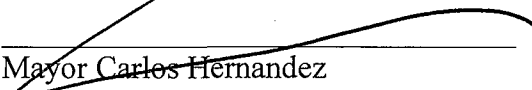
**Section 5: Effective Date.**

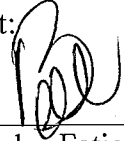
This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 8 day of June, 2021.

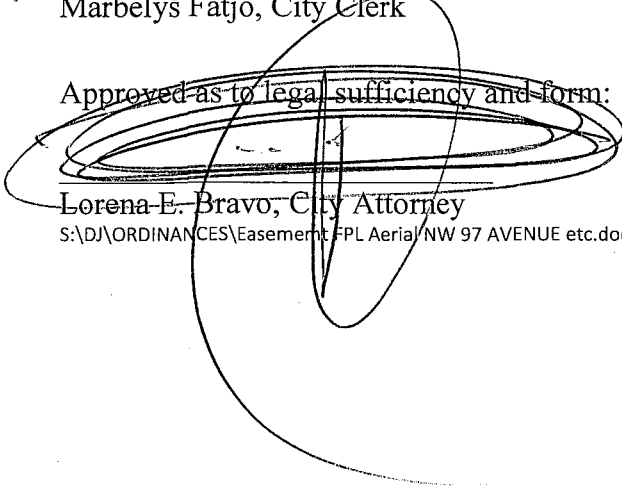
  
\_\_\_\_\_  
Jesus Tundidor  
Council President

Approved on this 22 day of June, 2021.

  
\_\_\_\_\_  
Mayor Carlos Hernandez

Attest:   
\_\_\_\_\_  
for: Marbelys Fatjo, City Clerk

Approved as to legal sufficiency and form:

  
\_\_\_\_\_  
Lorena E. Bravo, City Attorney

Ordinance was adopted by 4-0-3 vote with Councilmembers, De la Rosa, Hernandez, Perez, and Zogby voting "Yes" and with Council President Tundidor and Council Member not present during the roll call for a vote and Council Member Garcia-Roves absent.

# EXHIBIT 1

Prepared by and return to:  
Ignacio B. Sarmiento  
Florida Power & Light Company  
4200 West Flagler Street  
Miami, Florida 33134  
Parcel ID#: A portion of 04-2017-002-0020 and 04-2017-002-0030

## AERIAL EASEMENT

The undersigned ("Grantor"), in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby grants and gives to Florida Power & Light Company, a Florida corporation, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420 and to its licensees, agents, successors, and assigns ("Grantee"), an easement ("Easement") forever for the construction, operation and maintenance of overhead electric utility facilities (including wires, cables and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities owned and/or operated by the Grantee, or any other person, firm or corporation allowed to attach to such facilities, within the "Easement Area" that is defined as follows:

an airspace area having as its lower boundary a horizontal plane at an elevation that is thirty (30) feet above the current ground elevation grade based on the North American Vertical Datum of 1988 (N.A.V.D. 88) as per Miami-Dade County Benchmark N907, lying above the real property more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the "Land"), which Land lies directly below the Easement Area.

The current ground elevation of the Land is more particularly described on Exhibit B attached hereto and made a part hereof by this reference.

This Easement includes the right to attach wires to any facilities within the Easement Area and to operate the same for Grantee's communications purposes, together with (a) the right of ingress and egress to the Land as needed (i) to install such facilities within the Easement Area, (ii) to clear the Land in order to keep such Land cleared of all trees, undergrowth and other above grade vegetative obstructions extending greater than fourteen (14) feet above existing grade of the Land that might interfere with or fall upon the Grantee's lines or systems of communications or power transmission or distribution within the Easement Area (the "Height Limitation"), (iii) to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area extending greater than the Height Limitation that may interfere with or fall upon the lines or systems of communications or power transmission or distribution within the Easement Area, provided, however, that all such work shall be completed by Grantee, at Grantee's sole cost and expense; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Land heretofore described, over, along, under and across the roads, streets or highways adjoining or through the Land below the Easement Area, with it being expressly understood and agreed that this Easement does not grant Grantee or any other party the right to install any improvements on the Land or to disturb the improvements existing on or under the Land in any way.

By the execution and delivery hereof, Grantor also expressly agrees that Grantor shall not construct

# EXHIBIT 1

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Ignacio B. Sarmiento  
Florida Power & Light Company  
4200 West Flagler Street  
Miami, Florida 33134  
Parcel ID#: A portion of 04-2017-002-0020 and 04-2017-002-0030

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an airspace area having as its lower boundary a horizontal plane at an elevation that is thirty (30) feet above the current ground elevation grade based on the North American Vertical Datum of 1988 (N.A.V.D. 88) as per Miami-Dade County Benchmark N907, lying above the real property more particularly described on Exhibit A attached hereto and made a part hereof by this reference (the "Land"), which Land lies directly below the Easement Area.

The current ground elevation of the Land is more particularly described on Exhibit B attached hereto and made a part hereof by this reference.

This Easement includes the right to attach wires to any facilities within the Easement Area and to operate the same for Grantee's communications purposes, together with (a) the right of ingress and egress to the Land as needed (i) to install such facilities within the Easement Area, (ii) to clear the Land in order to keep such Land cleared of all trees, undergrowth and other above grade vegetative obstructions extending greater than fourteen (14) feet above existing grade of the Land that might interfere with or fall upon the Grantee's lines or systems of communications or power transmission or distribution within the Easement Area (the "Height Limitation"), (iii) to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area extending greater than the Height Limitation that may interfere with or fall upon the lines or systems of communications or power transmission or distribution within the Easement Area, provided, however, that all such work shall be completed by Grantee, at Grantee's sole cost and expense; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Land heretofore described, over, along, under and across the roads, streets or highways adjoining or through the Land below the Easement Area, with it being expressly understood and agreed that this Easement does not grant Grantee or any other party the right to install any improvements on the Land or to disturb the improvements existing on or under the Land in any way.

By the execution and delivery hereof, Grantor also expressly agrees that Grantor shall not construct

or install anything on the Land directly below the Easement Area that does or will exceed a height of fourteen (14) feet above the ground surface of the Land (i.e., the Height Limitation), including planting of trees, shrubs, and other foliage capable of exceeding fourteen (14) feet in height at full maturity, which vegetation exceeding a height of fourteen (14) feet above the ground surface of the Land shall not be permitted within the Easement Area.

By the execution and delivery hereof, Grantee acknowledges that, notwithstanding the foregoing or anything to the contrary set forth in this Easement, (a) the Easement Area lies above that certain existing thirty (30) foot wide drainage easement area set forth in that certain special warranty deed recorded in Official Records Book 31642, Page 4930 of the Public Records of Miami-Dade County, Florida under CFN: 20190636759 (the "Existing Easement") benefitting Countyline I LLC, CCP Property Owners Association, Inc. and others, including their successors and assigns (the "Easement Holders") where underground and above-grade infrastructure has been or may be installed on or adjacent to the Land, including, without limitation, paved roadways, drainage facilities and utilities (collectively, the "Infrastructure") and (b) the easement rights of the Easement Holders under the Existing Easement include, without limitation, easements for drainage (including, without limitation, construction of, placement, and maintenance of such infrastructure and a swale) and environmental easements for implementing the landfill closure conditions provided for under that certain Consent Agreement between Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management, as DERM, and Countyline I LLC, FDG Countyline LLC, and FDG BN Expansion LLC, as respondent, executed on July 15, 2016, as amended by that certain Addendum to the July 15, 2016 Consent Agreement between Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management and Countyline I LLC, FDG Countyline LLC, and FDG BN Expansion LLC effective December 11, 2018, and as further amended by that certain Second Addendum to the July 15, 2016 Consent Agreement between Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management and Countyline I LLC, FDG Countyline LLC, and FDG BN Expansion LLC effective August 19, 2019 (collectively, the "Consent Agreement"), to carry out the implementation of the Countyline Corporate Park Remedial Action Plan dated February 22, 2017 (file No. 09216195.00) (as same may be amended from time to time pursuant to the Consent Agreement, the "Landfill Closure Plan"). Notwithstanding anything to the contrary set forth in this Easement, the Grantor, the Easement Holders and their successors and assigns shall have unrestricted access to the Land for the purposes of constructing, installing, operating, maintaining, repairing, replacing, removing, adding to and doing such other things as are necessary or desirable in connection with the Infrastructure and the foregoing facilities and purposes as set forth in (and in accordance with) the Existing Easement, all without notice to or consent from Grantee; provided same does not exceed the Height Limitation, or unreasonably interfere with Grantee's then existing facilities within the Easement Area, rights granted hereunder, or use and enjoyment of the Easement Area. Grantee acknowledges this Easement is subject and subordinate to the prior and continuing rights of Grantor, the Easement Holders and their successors and assigns under the Existing Easement and is granted subject thereto and subject to any existing encumbrances and rights with respect to the Land, including the Existing Easement. Grantee acknowledges that the Grantor possesses the right to use and to grant to others the right to use the Land in any manner and for any purpose which does not unreasonably interfere with or diminish the rights granted to Grantee hereunder in this Easement or to the Easement Area herein granted to Grantee, including, but not by way of limitation, the right of Grantor and the Easement Holders to construct, install, reconstruct, maintain, operate, repair, alter, renew and replace improvements on or upon the Land as set forth in (and in accordance with) the Existing Easement, subject only to the Height Limitation.

Grantee shall not use the Easement Area for any purposes other than those permitted by this Easement.

Grantee shall not by the construction, installation, operation, maintenance, repair, modification, removal, or replacement of its facilities within the Easement Area (which shall only be completed in accordance with this Easement) unreasonably interfere with the rights of the Grantor to use, and allow the use of, the Land as a passive park or the rights of the Easement Holders with respect to the Infrastructure installed under the Existing Easement.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;  
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Grantor:**

Signed, sealed and delivered  
in the presence of:

City of Hialeah

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature:  
Print Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of the City of Hialeah, on behalf of the City.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_

Personally Known **OR**  Produced Identification  
Type of Identification Produced \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Grantee:**

Signed, sealed and delivered  
in the presence of:

Florida Power & Light Company,  
a Florida corporation

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature:  
Print Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_            )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of Florida Power & Light Company, a Florida corporation, on behalf of the corporation.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_

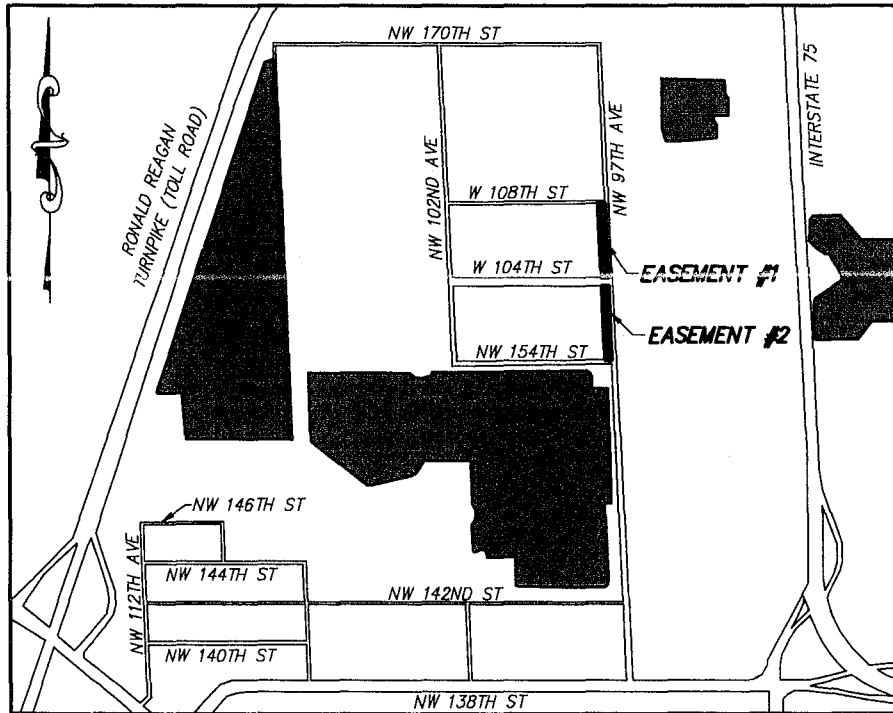
Personally Known **OR**  Produced Identification  
Type of Identification Produced \_\_\_\_\_



**Exhibit A**

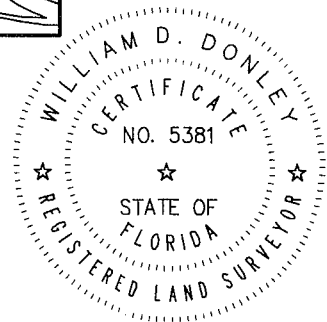
**Land**

**VICINITY MAP**  
(NOT TO SCALE)



**SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE WEST RIGHT OF WAY LINE OF NW 97TH AVENUE, AS BEING S02°38'12"E.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
4. THIS IS NOT A BOUNDARY SURVEY.
5. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
6. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM D. DONLEY, PSM 5381, ON 08/12/2020 PER FAC 5J-17.062(2).



WILLIAM D. DONLEY  
PROFESSIONAL SURVEYOR & MAPPER  
LICENSE NUMBER LS 5381  
DATE \_\_\_\_\_  
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**SHEET 1 OF 4**

(SEE SHEET 2 FOR LEGAL DESCRIPTION)  
(SEE SHEETS 3-4 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

-OF-

**COUNTYLINE CORPORATE  
PARK AERIAL EASEMENT**

SECTION 17, TOWNSHIP 52 SOUTH, RANGE 40 EAST

MIAMI-DADE COUNTY

FLORIDA



131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:



DATE: 08/12/20  
REV DATE:  
SCALE 1" = N/A

PROJ: 50126871  
DRAWN BY: GLM  
CHECKED BY: WDD

**LEGAL DESCRIPTION:**

**EASEMENT #1:**

A PORTION OF TRACT "B", COUNTYLINE CORPORATE PARK, PER PLAT BOOK 172, PAGE 77, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 52 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT "B" OF AFORESAID COUNTYLINE CORPORATE PARK; THENCE RUN EASTERLY ALONG THE NORTH LINE OF SAID TRACT "B" THE FOLLOWING FOUR COURSES AND DISTANCES: N89°40'26"E, A DISTANCE 141.08 FEET; THENCE RUN S84°36'56"E, A DISTANCE OF 100.50 FEET; THENCE RUN N89°40'26"E, A DISTANCE OF 215.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 37°12'39", A CHORD DISTANCE OF 35.10 FEET AND CHORD BEARING OF S71°43'15"E; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.72 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID NORTH LINE, RUN S02°38'12"E, A DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 38°56'33", A CHORD DISTANCE OF 30.00 FEET, AND A CHORD BEARING OF S22°06'28"E; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.59 FEET TO THE POINT OF TANGENCY; THENCE RUN S02°38'12"E, A DISTANCE OF 1119.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE 38°56'33", A CHORD BEARING OF S16°50'04"W AND A CHORD DISTANCE OF 30.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.59 FEET TO A POINT OF NON-TANGENCY; THENCE DEPARTING SAID CURVE RUN N02°38'12"W, A DISTANCE OF 1175.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,578 SQUARE FEET OR 0.266 ACRES, MORE OR LESS.

**EASEMENT #2:**

A PORTION OF TRACT "C", COUNTYLINE CORPORATE PARK, PER PLAT BOOK 172, PAGE 77, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 52 SOUTH, RANGE 40 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT "C" OF AFORESAID COUNTYLINE CORPORATE PARK; THENCE RUN EASTERLY ALONG THE NORTH LINE OF SAID TRACT "C" THE FOLLOWING FOUR COURSES AND DISTANCES: N89°39'53"E, A DISTANCE 125.55 FEET; THENCE RUN S84°37'29"E, A DISTANCE OF 100.50 FEET; THENCE RUN N89°39'53"E, A DISTANCE OF 215.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 37°13'12", A CHORD DISTANCE OF 35.10 FEET AND CHORD BEARING OF S71°43'32"E; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.73 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID NORTH LINE, RUN S02°38'12"E, A DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING; SAID POINT LYING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 38°56'33", A CHORD DISTANCE OF 30.00 FEET, AND A CHORD BEARING OF S22°06'28"E; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.59 FEET TO THE POINT OF TANGENCY; THENCE RUN S02°38'12"E, A DISTANCE OF 1144.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE 38°56'32", A CHORD BEARING OF S16°50'05"W AND A CHORD DISTANCE OF 30.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 30.59 FEET TO A POINT OF NON-TANGENCY; THENCE RUN DEPARTING SAID CURVE N02°38'12"W, A DISTANCE OF 1200.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,828 SQUARE FEET OR 0.272 ACRES, MORE OR LESS.

**SHEET 2 OF 4**

(SEE SHEETS 3-4 FOR SKETCH OF DESCRIPTION)

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**

-OF-

**COUNTYLINE CORPORATE  
PARK AERIAL EASEMENT**

SECTION 17, TOWNSHIP 52 SOUTH, RANGE 40 EAST

MIAMI-DADE COUNTY

FLORIDA



131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION No. LB 8011

PREPARED FOR:

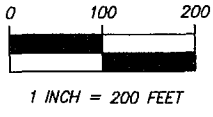
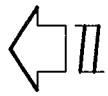


DATE: 07/28/20  
REV DATE:  
SCALE 1" = N/A

PROJ: 50126871  
DRAWN BY: GLM  
CHECKED BY: WDD

Drawing name: C:\Users\gmitchell\AppData\Local\Temp\AcP\dulish\_17092\50126871\_SurSketch\_FPL\_0271\_Aerial Easement.dwg DEW desc. & sketch Sheet 2 Aug 12, 2020 1:24pm by gmitchell

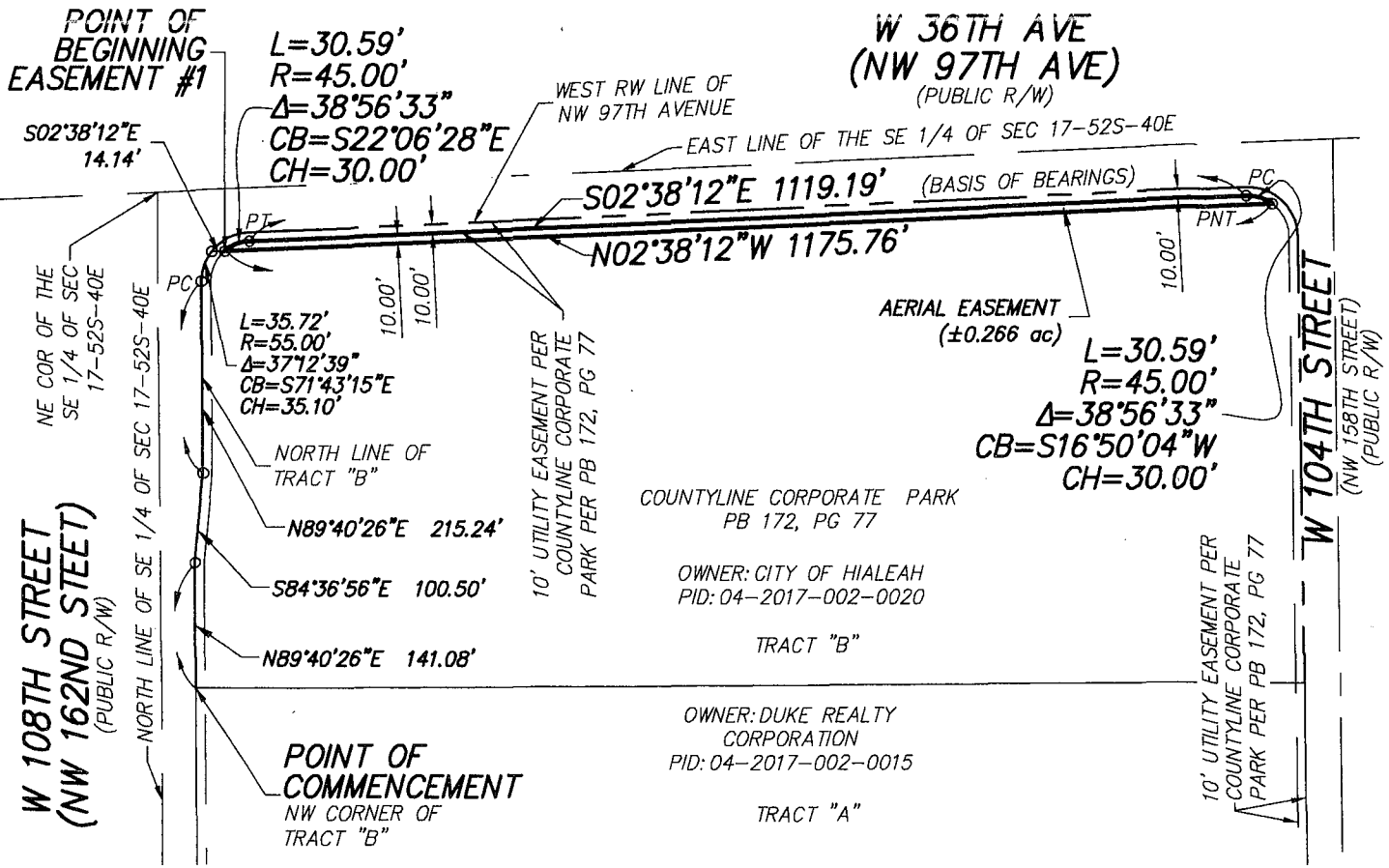
Drawing name: C:\Users\gmitchell\AppData\Local\Temp\AcPublish\lppdata\local\temp\AcPublish\_17092\50126872\_SurSketch\_FPL\_021\_Aerial Easement.dwg DEW desc. & sketch Street 3 Aug 12, 2020 1:24pm by gmitchell



**LEGEND:**

	LINE BREAK
POC	POINT ON A CURVE
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT OF WAY
OR	OFFICIAL RECORDS BOOK
PG	PAGE
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE
CB	CHORD BEARING
CH	CHORD LENGTH
sf	SQUARE FEET
ac	ACRES
SEC	SECTION
O	CHANGE IN DIRECTION
PB	PLAT BOOK

**EASEMENT #1**




**SHEET 3 OF 4**

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)


**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**  
 -OF-  
**COUNTYLINE CORPORATE PARK AERIAL EASEMENT**  
 SECTION 17, TOWNSHIP 52 SOUTH, RANGE 40 EAST  
 MIAMI-DADE COUNTY FLORIDA



**Dewberry**  
 131 WEST KALEY STREET  
 ORLANDO, FLORIDA 32806  
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 CERTIFICATE OF AUTHORIZATION No. LB 8011

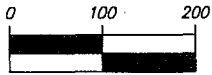
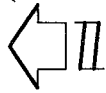
PREPARED FOR:



DATE: 07/28/20  
 REV DATE:  
 SCALE 1" = 200'

PROJ: 50126871  
 DRAWN BY: GLM  
 CHECKED BY: WDD

Drawing name: C:\Users\gmitchell\appdata\local\temp\AerP\volish\_17092\50126872\_SurSketch\_FPL\_0271\_Aerial Easement.dwg DEW desc. & sketch Sheet 4 Aug 12, 2020 1:24pm by gmitchell

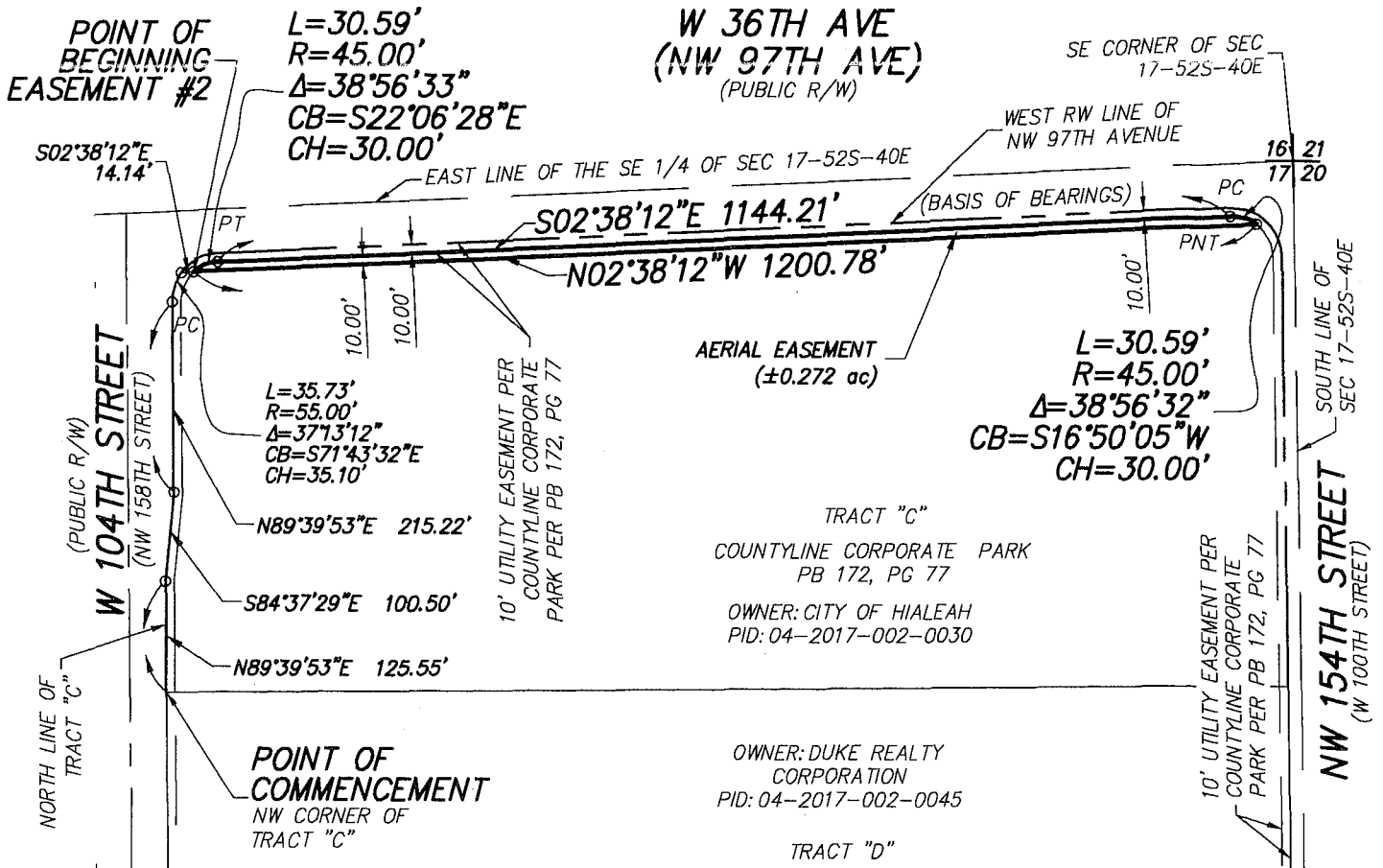


1 INCH = 200 FEET

**LEGEND:**

- LINE BREAK
- POC POINT ON A CURVE
- PC POINT OF CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PT POINT OF TANGENCY
- R/W RIGHT OF WAY
- OR OFFICIAL RECORDS BOOK
- PG PAGE
- L LENGTH
- R RADIUS
- Δ CENTRAL ANGLE
- CB CHORD BEARING
- CH CHORD LENGTH
- sf SQUARE FEET
- ac ACRES
- SEC SECTION
- CHANGE IN DIRECTION
- PB PLAT BOOK

**EASEMENT #2**



SHEET 4 OF 4

(SEE SHEET 2 FOR DESCRIPTION OF SKETCH)

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

-OF-

COUNTYLINE CORPORATE  
PARK AERIAL EASEMENT

SECTION 17, TOWNSHIP 52 SOUTH, RANGE 40 EAST

MIAMI-DADE COUNTY

FLORIDA



131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:



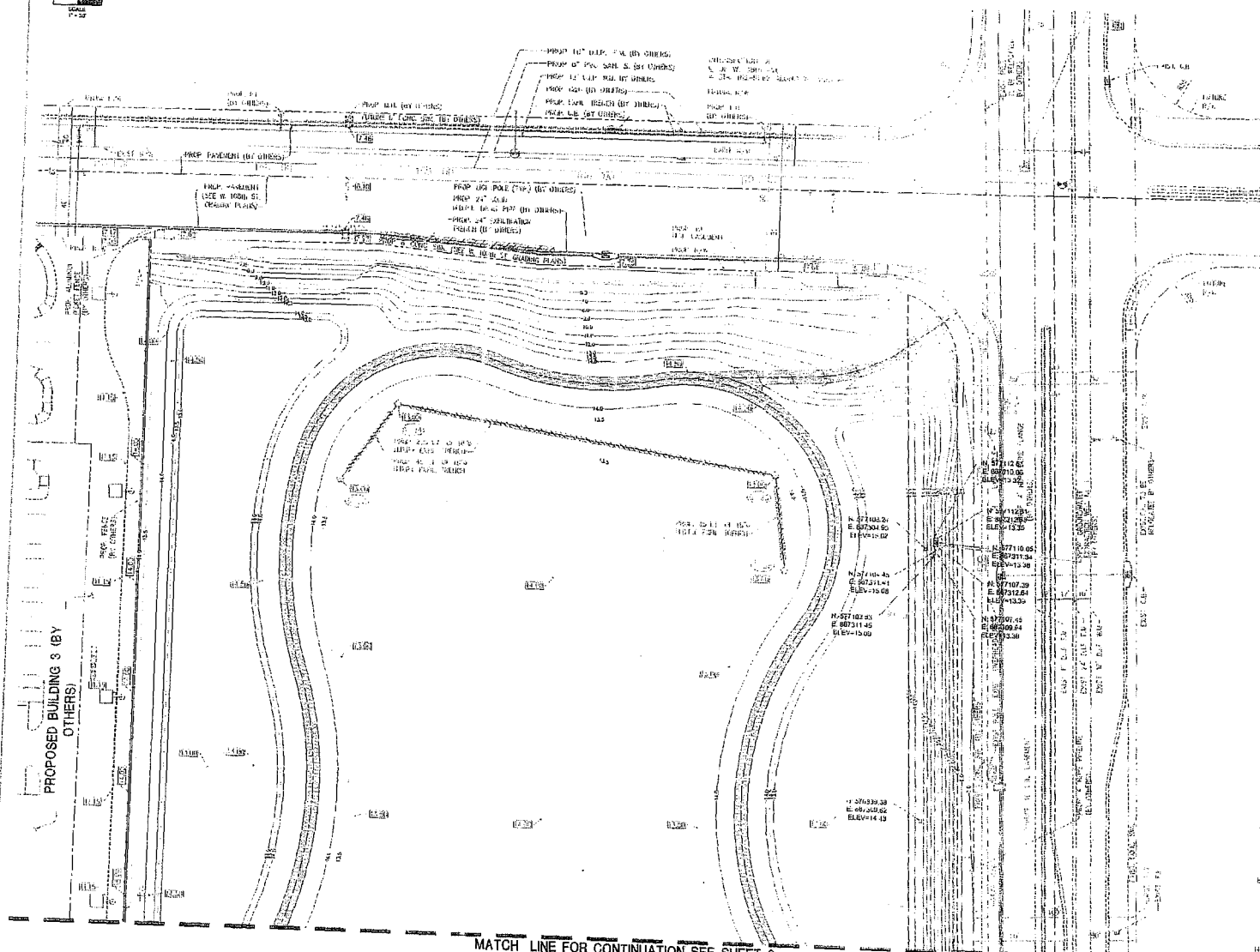
DATE: 07/28/20  
REV DATE:  
SCALE 1" = 200'

PROJ: 50126871  
DRAWN BY: GLM  
CHECKED BY: WDD

**Exhibit B**

**As-Built Plans Showing Elevation of the Land**

# SPECIFIC PURPOSE SURVEY



**SURVEYOR'S NOTES:**

**SECTION 1) DATE OF FIELD SURVEY:**  
1. The date of completion of the field work of the Specific Purpose Survey was on April 15, 2021.

**SECTION 2) DESCRIPTION:**  
COUNTYLINE CORPORATE FARMS "A" AND "B"

**SECTION 3) ACCURACY:**  
The accuracy obtained by field measurement methods and office calculations of closed geometric figures meets and exceeds the Standards of Practice for this Type of Survey as defined in rule 6A-17.052, Florida Administrative Code.  
Elevations of well identified features as depicted on the Survey Map were measured to an estimated vertical position accuracy of 1/100 of a foot on horizontal surfaces and 1/10 of a foot on ground surfaces.  
Well identified features as depicted on the Survey Map were measured to an estimated horizontal position accuracy of 1/10 of a foot.

**SECTION 4) SOURCES OF DATA:**  
North arrow direction is based on an assumed Meridian.  
This property appears to be located in Flood Zone "AE", elevation etc. to per Federal Emergency Management Agency (FEMA) Community Number 12063 (City of Tallahassee), Map Panel No. 12063C011, Suffolk L. Map revised date: September 11, 2009.  
Elevations as shown herein are based on the National Geodetic Vertical datum of 1929, as per Statewide County's Benchmark Number 2626, elevation 227.7 feet.

**SECTION 5) NOTES:**  
This Specific Purpose Survey is to certify the EXTENSION WELL SYSTEM elevations only. Everything else is for informational purposes.

**SECTION 6) CLIENT INFORMATION:**  
This Specific Purpose Survey was prepared at the request of and certified to:  
**FLAGLER GLOBAL LOGISTICS**

**SECTION 7) SURVEYOR'S CERTIFICATE:**  
I hereby certify that this "Specific Purpose Survey" and the Survey Map resulting therefrom was performed under my direction and to the best of my knowledge and belief and further, that said "Specific Purpose Survey" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida," pursuant to Rule 6A-17.051 through 6A-17.052 of the Florida Administrative Code and its implementing law, Chapter 470.027 of the Florida Statutes.

**HADONNE CORP., a Florida Corporation,**  
Florida Certificate of Authorization number 027057

By: RPJ  
**Raul Inquiere, PSM**  
For the FIRM  
Key Witness Surveyor and Mapper License  
State of Florida

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

HADONNE  
 FLAGLER GLOBAL LOGISTICS  
 COUNTYLINE CORPORATE FARMS "A" AND "B"  
 SPECIFIC PURPOSE SURVEY

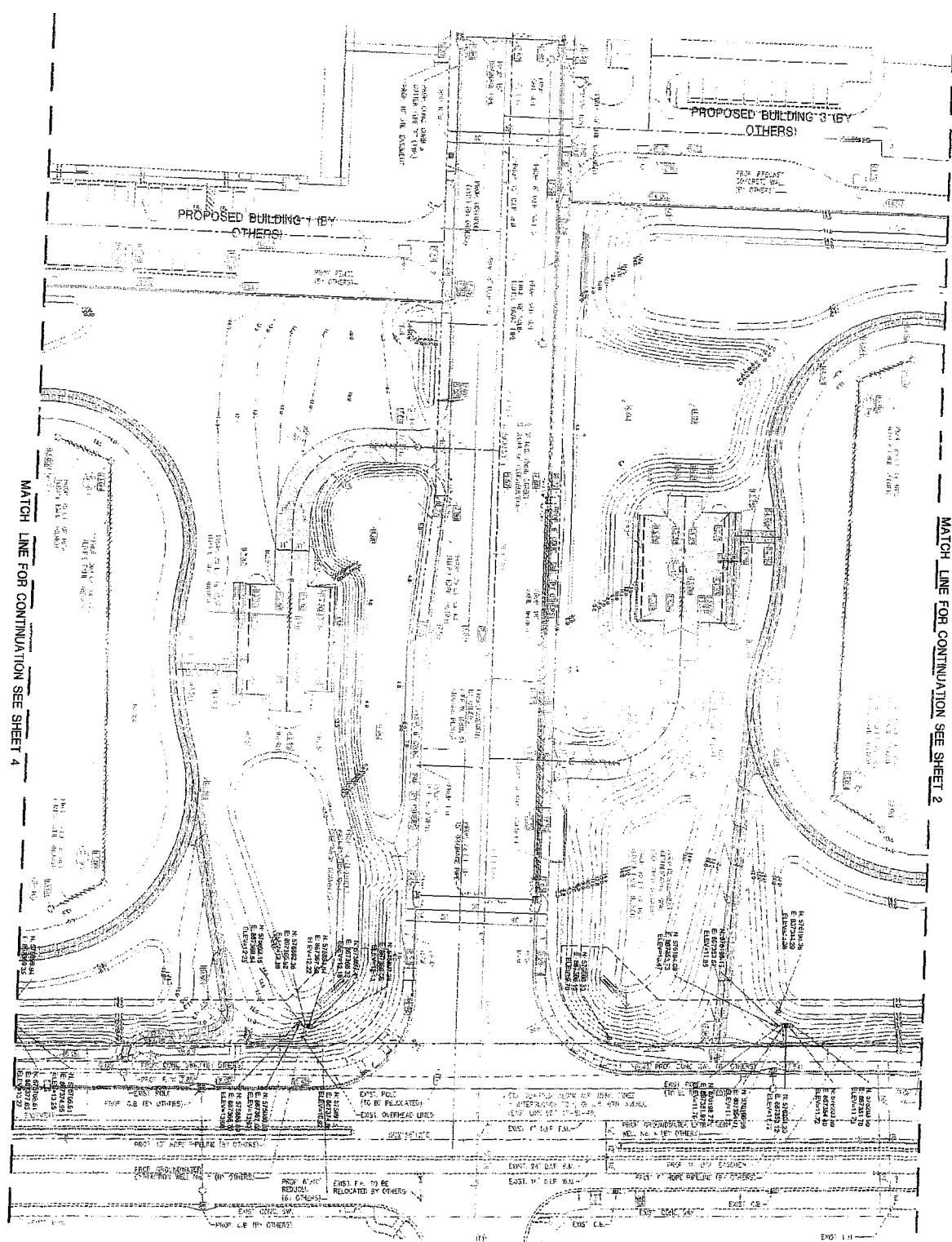
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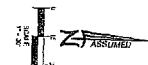


# SPECIFIC PURPOSE SURVEY

MATCH LINE FOR CONTINUATION SEE SHEET 2



MATCH LINE FOR CONTINUATION SEE SHEET 4



NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**SPECIFIC PURPOSE SURVEY**  
 FLAGLER GLOBAL LOGISTICS  
 COUNTYLINE CORPORATE PARKS "A" AND "B"

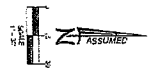
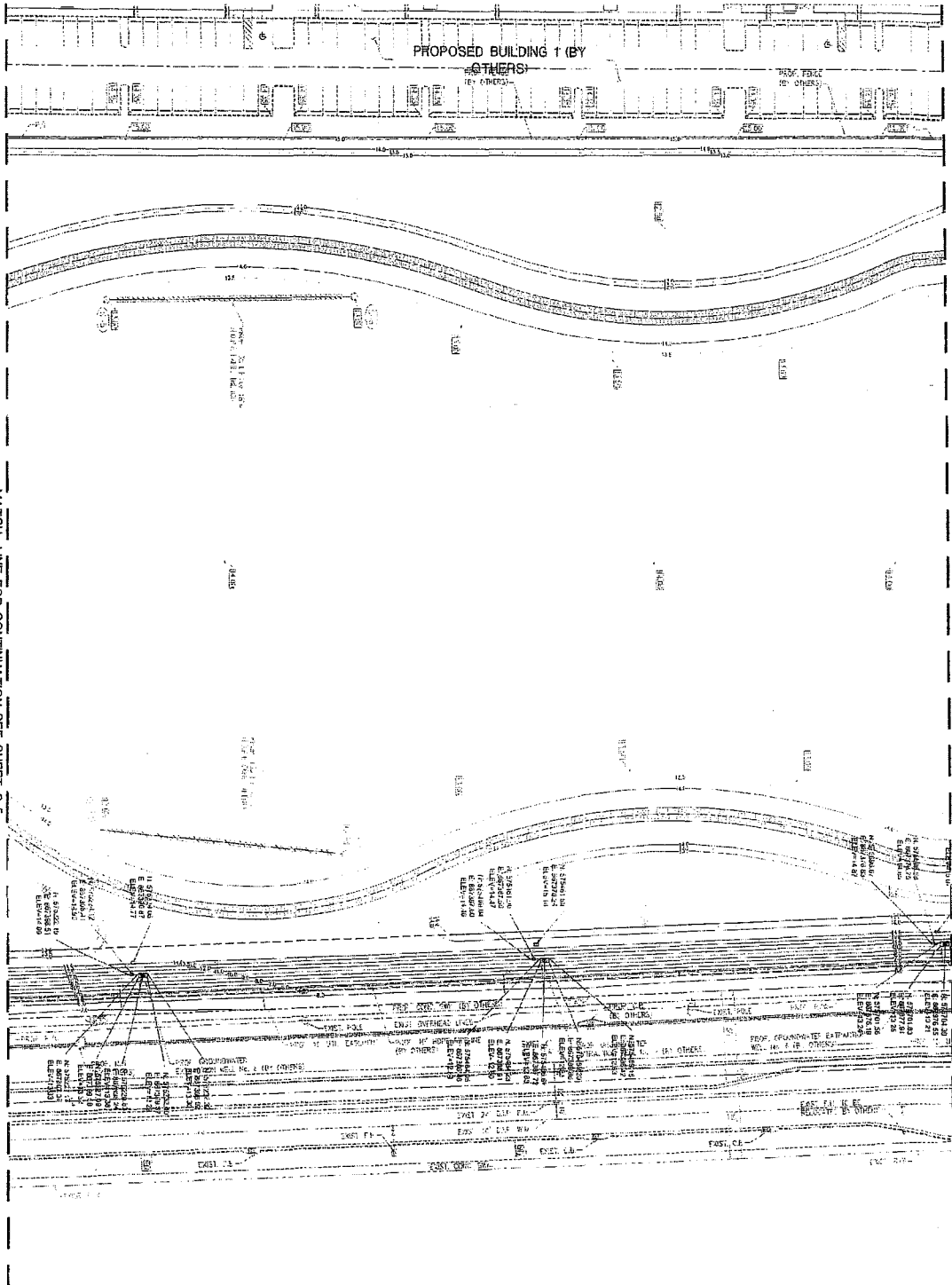


LIC. SURVEYOR AND MAPPERS  
 SURFACE SCANNING  
 UTILITY COORDINATION  
 SURFACE UTILITY ENGINEERING  
 1585 WY 825 Co. Rd. 10 • Umatilla, FL 32152 • P: 413.356.1111 • F: 413.356.1112 • W: www.hadonne.com

# SPECIFIC PURPOSE SURVEY

MATCH LINE FOR CONTINUATION SEE SHEET 3

MATCH LINE FOR CONTINUATION SEE SHEET C-5



DATE	FILE
150568	150568
4/5	

NO.	DATE	BY	REVISIONS

**SPECIFIC PURPOSE SURVEY**  
 FLAGLER GLOBAL LOGISTICS  
 OF  
 COUNTYLINE CORPORATE PARKS "A" AND "B"

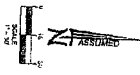
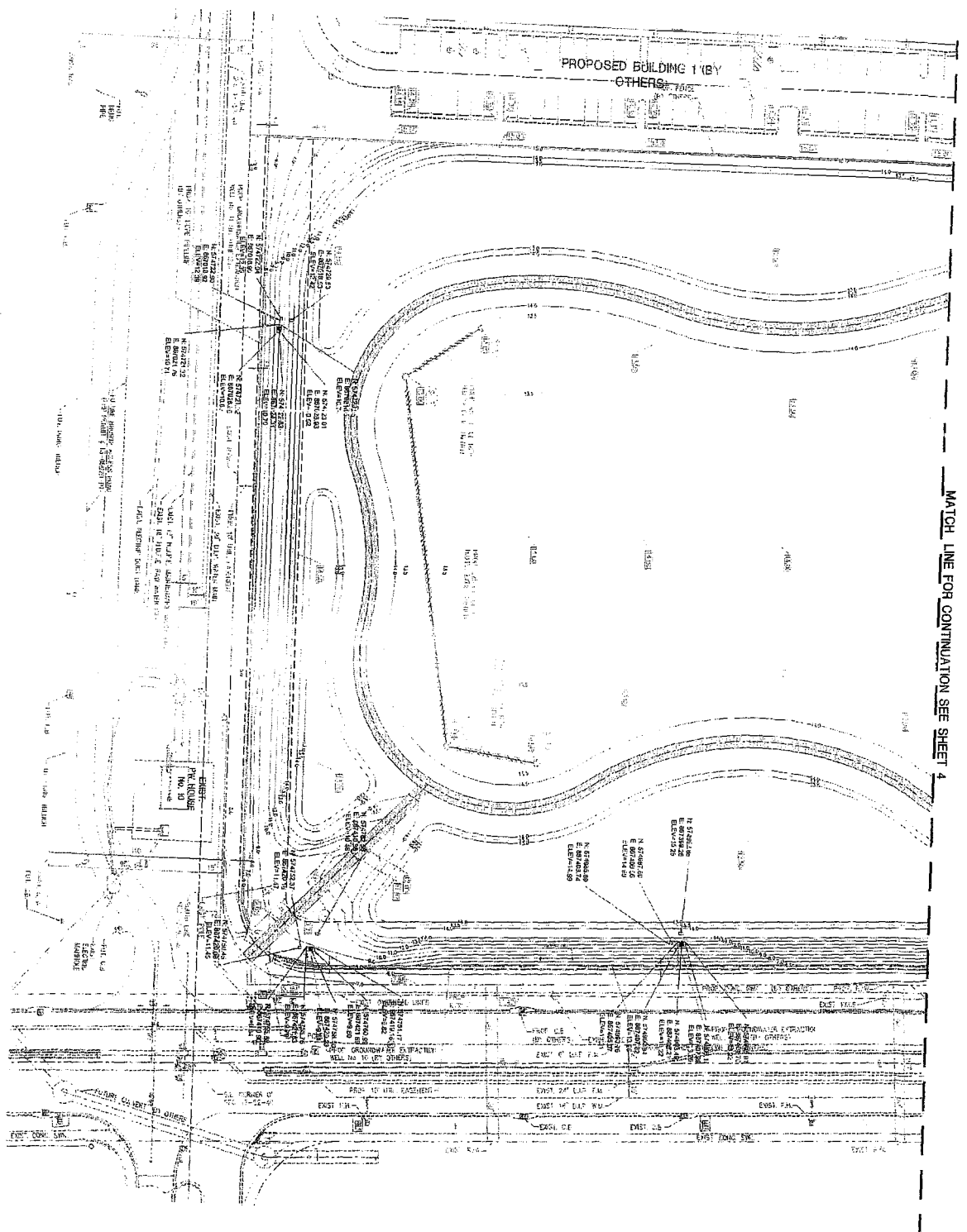
**HADONNE**

LACS SURVEYORS AND MAPPERS  
 LASER SCANNING  
 CIVIL ENGINEERING  
 SURFACE UTILITY ENGINEERING

1245 NW 88th Ave, Suite 101 - Dade, FL 33177 | P: 305.228.1181 | F: 305.228.0812 | W: www.hadonne.com

# SPECIFIC PURPOSE SURVEY

MATCH LINE FOR CONTINUATION SEE SHEET 4



5/5 13058 US	REVISIONS NO. DATE BY 1 11/11/11 JLD	<b>SPECIFIC PURPOSE SURVEY</b> for <b>FLAGLER GLOBAL LOGISTICS</b> COUNTYLINE CORPORATE PARKS 'A' AND 'B'	<b>HADONNE</b> <small>1895 N.W. 56th Court, Suite 101 - Davie, FL 33127 - P: 954-220-2400 - F: 954-220-2401</small>	AND SURVEYOR AND MAPPERS PLANNING AND DESIGN UTILITY COORDINATION ASSURANCE UTILITY ENGINEERING 11/11/11
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