

**RESOLUTION NO. 06-20**

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOCAL GOVERNMENTAL AGENCY CONTRACT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE CONTRACT AND APPLICABLE DOCUMENTS AND ACCEPT THE \$500,000 CONTRIBUTION BY THE SFWMD FOR THE ACQUISITION OF THE PROPERTY LOCATED AT 17301 OLD CUTLER ROAD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Palmetto Bay has entered into a Lease-Purchase agreement with the Trust for Public Land (TPL) to purchase the property located at 17301 Old Cutler Road, referred to as the "C-100 property"; and,

WHEREAS, in accordance with the Lease-Purchase agreement, the Village will acquire the property for the amount of \$3,600,000; and,

WHEREAS, the property shares its northern boundary with the C-100 canal and its eastern boundary abuts the Biscayne Bay Aquatic Preserve, which are both managed by the South Florida Water Management District (SFWMD); and,

WHEREAS, the SFWMD agrees it is advantageous to have the C-100 property in the public's domain in order to improve public recreation opportunities along Biscayne Bay; and,

WHEREAS, acquisition of the property is consistent with the goals of the Biscayne Bay Coastal Wetlands project to acquire easements to redistribute fresh water flows to Biscayne Bay in an effort to hydrate the coastal wetlands; and,

WHEREAS, the SFWMD desires to contribute the amount of \$500,000 towards the acquisition of the C-100 property and revise its existing easements to further facilitate ingress/egress, operation and maintenance of the C-100 canal and Biscayne Bay; and,

WHEREAS, the contribution by the SFWMD will supplement grant funding awarded to the Village by the Florida Communities Trust in the amount of \$2,719,150.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The South Florida Water Management District Local Governmental Agreement is hereby approved in substantial form and content to the contract included herein as Attachment 1.

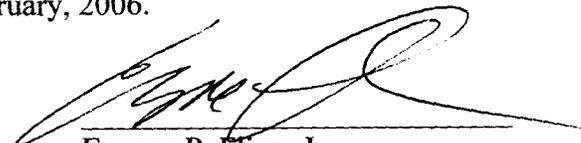
Section 2. The Village Manager is authorized to execute the contract document with the South Florida Water Management District and accept the \$500,000 contribution for the acquisition of the property located at 17301 Old Cutler Road.

Section 3. This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 15<sup>th</sup> day of February, 2006.

Attest:

  
Meighan Pier  
Village Clerk

  
Eugene P. Flinn, Jr.  
Mayor

APPROVED AS TO FORM:

  
Eve Boutsis,  
Office of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Ed Feller	<u>YES</u>
Council Member Paul Neidhart	<u>YES</u>
Council Member John Breder	<u>YES</u>
Vice-Mayor Linda Robinson	<u>YES</u>
Mayor Eugene P. Flinn, Jr.	<u>YES</u>

ORIGINAL



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
LOCAL GOVERNMENTAL AGREEMENT**

**AGREEMENT NO. OT060206**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**VILLAGE OF PALMETTO BAY**

**THIS AGREEMENT** is entered into as of the \_\_\_\_\_ by and between the South Florida Water Management District (**DISTRICT**) and the Village Of Palmetto Bay (**VILLAGE**).

**WHEREAS**, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

**WHEREAS**, the **DISTRICT** desires to provide financial assistance to the **VILLAGE** to improve public access and recreation opportunities along Biscayne Bay; and

**WHEREAS**, the **VILLAGE** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

**WHEREAS**, the Governing Board of the **DISTRICT** at its January 11, 2006 meeting, approved entering into this **AGREEMENT** with the **VILLAGE**;

**NOW, THEREFORE**, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **VILLAGE** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities to purchase the HAAS property.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of one (1) year.
3. The total **DISTRICT** contribution shall not exceed the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00). The **DISTRICT** will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT**'s contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$500,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the

contrary. The **DISTRICT** will notify the **VILLAGE** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

4. The **VILLAGE** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **VILLAGE** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **VILLAGE** shall cost share in the total amount of Three Million One Hundred Thousand Dollars and No Cents (\$3,100,000.00) in conformity with the laws and regulations governing the **VILLAGE**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **VILLAGE** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **VILLAGE** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date, unless authorized through execution of an amendment to cover succeeding periods.
7. The **VILLAGE** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **VILLAGE** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **VILLAGE** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **VILLAGE** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the **DISTRICT** and the **VILLAGE** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **VILLAGE** under this **AGREEMENT** shall be deemed to be the property of the **VILLAGE** upon completion of this **AGREEMENT**. The **VILLAGE** shall retain all ownership to tangible property.
9. The **VILLAGE**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **VILLAGE** and the officers, employees, servants and agents thereof. The **VILLAGE** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **VILLAGE**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **VILLAGE** subcontracts any part or all of the work hereunder to any third party, the **VILLAGE** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **VILLAGE**. Any contract awarded by the **VILLAGE** shall include a provision whereby the **VILLAGE's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **VILLAGE's** subcontract.
10. The **VILLAGE** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **VILLAGE**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not

assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT** without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **VILLAGE**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **VILLAGE**, upon request, as to any such laws of which it has present knowledge.
14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **VILLAGE** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **VILLAGE** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **VILLAGE** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **VILLAGE**.
16. The **VILLAGE** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **VILLAGE** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
  - A. Maintenance of Records: The **VILLAGE** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.
  - B. Examination of Records: The **DISTRICT** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.
  - C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **VILLAGE** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.
17. Whenever the **DISTRICT**'s contribution includes state or federal appropriated funds, the **VILLAGE** shall, in addition to the inspection and audit rights set forth in paragraph #16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
  - A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **VILLAGE** as set forth in Exhibit "C". The **VILLAGE** shall maintain all financial/non-financial records through:
    - (1) Identification of the state or federal awarding agency, as applicable
    - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
    - (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
    - (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
    - (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year

B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **VILLAGE's** financial and non-financial records to the extent necessary to monitor the **VILLAGE's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

18. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

**South Florida Water Management District**

Attn: Evan Skornick, Project Manager  
Telephone No. (305) 377-7274 ext. 7290

Attn: Rupert Giroux, Contract Specialist  
Telephone No. (561) 682-2532

Address:  
P.O. Box 24680  
3301 Gun Club Road  
West Palm Beach, FL 33416-4680

**Village of Palmetto Bay**

Attn: Charles Scurr, Project Manager  
Telephone No. (305) 259-1234

Address:  
8950 SW 152<sup>nd</sup> Street  
Palmetto Bay, FL 33157

19. **VILLAGE** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
20. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
21. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
22. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
23. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
24. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
25. This **AGREEMENT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **AGREEMENT**.

26. Any inconsistency in this AGREEMENT shall be resolved by giving precedence in the following order:
- (a) Terms and Conditions outlined in preceding paragraphs 1 – 24
  - (b) Exhibit "A" Statement of Work
  - (c) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AGREEMENT on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
BY ITS GOVERNING BOARD**

By: \_\_\_\_\_

Frank Hayden, Director of Procurement

**SFWMD procurement approved**

By: \_\_\_\_\_

*Roger L. ...*

Date: \_\_\_\_\_

*1/9/06*

**VILLAGE OF PALMETTO BAY**

By: \_\_\_\_\_

*Charles ...*

Title: \_\_\_\_\_

**EXHIBIT "A"**  
**STATEMENT OF WORK**  
**VILLAGE OF PALMETTO BAY**  
**HAAS PROPERTY PURCHASE ASSISTANCE**

**1.0 INTRODUCTION**

The Village of Palmetto Bay (Village) is located within the southeast portion of Miami-Dade County and is roughly bounded by SW 136<sup>th</sup> Street to the north, SW 184<sup>th</sup> Street to the south, U.S. Highway 1 to the west and Biscayne Bay to the east. Hydrologically, the Village falls within the C-100 Drainage Basin, also known as the Cutler Drainage Basin. There are four main canals within this basin: the C-100, C-100A, C-100B and C-100C Canals. The C-100 drains directly to Biscayne Bay, while the other three act as tributaries to the C-100. Historically, these canals have provided three main functions to the Basin: 1) flood protection, 2) water supply for irrigation, and 3) maintenance of groundwater to prevent saltwater intrusion. As a recently incorporated municipality, the Village has undertaken the responsibility of improving the quality of life for its citizens. Such improvements include flood control projects, acquiring open space and improving recreational facilities.

In 2004, the Village, through a partnership with the Trust for Public Land (TPL), was presented with an opportunity to purchase a bayfront property (See legal description, Attachment "C") that is adjacent to the C-100 Canal on its southern side, and located at the northern edge of the Comprehensive Everglades Restoration Plan (CERP) Biscayne Bay Coastal Wetlands Project footprint boundary. The property includes an historic residence, and will provide the Village with excellent opportunities for a limited shoreline restoration project, public recreation and public access to the Bay, while providing the District with opportunities to improve canal operations and to implement a portion of CERP. The District supports these goals, as evidenced by the support of the Biscayne Bay Regional Restoration Coordination Team (BBRRCT) and its Action Plan, which calls for greater public access, while enhancing restoration opportunities. The Village has requested financial support from the District for the purchase of the property based upon the District's support of the BBRRCT Action Plan.

Additionally, the Village has approached the District in order to offer to record easements (Attachment D) in the District's favor relating to canal right-of-way, ingress/egress through the property and Biscayne Bay Coastal Wetlands project components in relation to the property. The District, in order to construct, operate and maintain the C-100 Canal and the associated water control structure S-123, had previously acquired fee simple and easement interests in the right-of-way along the property for the C-100 Canal, which will be expanded through the proposed easements offered by the Village once they have taken possession of the property. The District's long-standing right-of-way management policy is to allow for recreational use of its rights of way and that policy was reaffirmed by the District's Governing Board on March 10, 2004 with the adoption of the Public Recreational Access and Use Policy via Resolution No. 2004-356. Furthermore, the District is considering alternative components of the CERP Biscayne Bay Coastal Wetlands Project, including a potential flow way through the area of the property. The easements offered by the Village would meet the District's needs in consideration of the facts presented herein.

## **2.0 OBJECTIVE**

The objective of this agreement is to provide financial assistance to the Village of Palmetto Bay for the purchase of the Haas property. Once the property is in the possession of the Village, the Village has offered to convey to the District certain easements relating to access, operations and maintenance activities, and a submerged flow way in support of the CERP Biscayne Bay Coastal Wetlands project. While the easements will be conveyed to the District, it will be the Village's responsibility to provide for the maintenance of the vegetation in these areas. This agreement will spell out the Village's rights and responsibilities in this regard as described in Section 3.0 of this Statement of Work.

## **3.0 SCOPE OF WORK**

The goal of this agreement is to improve public access and recreation opportunities along Biscayne Bay, while also providing an opportunity for a limited shoreline restoration project to occur. The Village will purchase the property and maintain it as a public use facility that will provide recreational and access opportunities. Additionally, the Village will convey the easements as spelled out in the legal descriptions attached hereto in Attachment "C" and will maintain the easement areas.

The Village shall be responsible for the satisfactory completion of all work under this Statement of Work. This Statement of Work will focus on activities that include the following tasks:

**Task 1: Property Purchase**

**Task 2: Conveyance of Easements**

**Task 3: Maintenance of Easements**

## **4.0 WORK BREAKDOWN STRUCTURE**

### **Project Management**

The Village is responsible in perpetuity for project management, budget management and quality control for the responsibilities noted under this agreement.

#### **Task 1: Property Purchase**

- Through partnership with the Trust for Public Land (TPL), purchase the property referred to as the Haas Property.
- Submit to the District an executed copy of the purchase agreement.
- Prepare and submit to the District a survey of the property purchased.

**Deliverables:** Documentation as described in this task number 1.

#### **Task 2: Conveyance of Easements**

- Record easements as defined by the legal description provided in Exhibit D.

**Deliverables:** Documentation of recording as described in this task number 2.

#### **Task 3: Maintenance of Easements**

- The Village will maintain vegetation on easement areas said maintenance will include the removal of hazardous and exotic vegetation.

- The Village will not place any permanently fixed structures, trees, vegetation or other encroachments within the easement areas except as approved by the District in writing.
- The Village will prepare and submit for District approval plans for development of the site as a public use facility. For any improvements within the C-100 right-of-way and its associated easements the Village will apply for, and obtain, Right-of-Way Occupancy Permits pursuant to District Rule 40E-6 F.A.C.

**Deliverables:** Documentation as described in this task number 3.

**EXHIBIT "B"**  
**PAYMENT AND DELIVERABLES SCHEDULE**  
**VILLAGE OF PALMETTO BAY**  
**HAAS PROPERTY PURCHASE ASSISTANCE**

Total payment by the District to the Village shall not exceed the amount of **\$500,000.00\*\***. All invoices shall be accompanied by adequate documentation to support actual expenditures incurred by the Village within the not-to-exceed amount specified below in accordance with Article 3 of the Agreement. Payment by the District is further subject to receipt of documentation to demonstrate completion of each project task in accordance with Exhibit "A" Statement of Work requirements. The Village is responsible for reviewing and approving deliverables to ensure that project objectives are met. The Village is also responsible for project management, budget management and quality control.

<b>Task</b>	<b>Deliverable</b>	<b>Due Date*</b>	<b>DISTRICT** Not-to-Exceed Payment</b>
Task 1: Property Purchase	As per Task 1 Deliverables in Section 4.0	1 month	\$500,000
Task 2: Conveyance of Easements	As per Task 2 Deliverables in Section 4.0	1 month	N/A
Task 3: Maintenance of Easements	As per Task 3 Deliverables in Section 4.0	As Necessary	N/A

\* All dates are estimates and are referenced from the date of contract execution.

\*\* The District shall only be obligated to pay for documented actual expenditures within the not-to-exceed amount specified above. In no event shall the District's total obligation exceed \$500,000.00 as specified above.



**ATTACHMENT "C"**  
**HAAS PROPERTY LEGAL DESCRIPTION**  
**VILLAGE OF PALMETTO BAY**  
**HAAS PROPERTY PURCHASE ASSISTANCE**

The North Half (N 1/2) of Blocks One Hundred and Three (103) and One Hundred and Four (104) of The Town of Cutler, according to the survey of S. H. Richmond. CE, and Plat thereto recorded in Plat Book "B", at Page 17, of the Public Records of Miami-Dade County, Florida.

ALSO the North Half (N 1/2) of the land lying and being between the North and South boundaries of Block 104, produced East to Biscayne Bay, together with all riparian rights and privileges appertaining thereto, of The Town of Cutler, according to the Survey of S.H. Richmond CE, and Plat thereof, recorded in Plat Book "B", at Page 17, of the Public Records of Miami-Dade County, Florida.

ALSO the South Half (S 1/2) of street lying North of Block 103 and 104, produced Eastward to Biscayne Bay, together with all riparian rights and privileges appertaining thereto; also street lying between North Half (N 1/2) of Block 103 and 104, all of the above as shown on Survey of S.H. Richmond CE, and Plat thereof, of the Town of Cutler, recorded in Plat Book "B", at Page 17, of the Public Records of Miami-Dade County, Florida.

LESS AND ACCEPTING a parcel of land described as follows:

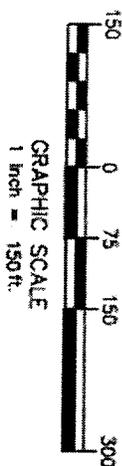
From the Northwest corner of said Block 103, Richmond's Survey of Cutler, bear North 2°18'40" West, along the Northerly extension of West line of said Block 103, a distance of 25.00 feet, to the Intersection. Thereof, with the South right-of-way line of Cutler Drain Canal; Thence North 87°39'30" East, along said South right-of-way line a distance of 296.42 feet to the point of beginning; Thence continue North 87°39'30" East along said South right-of-way line, a distance of 400.00 feet; Thence South 2°20'30" East, a distance of 75.00 feet; Thence South 87°39'30" West, a distance of 100.00 feet; Thence North 2°20'30" West, a distance of 25.00 feet; Thence South 87°39'30" West, a distance of 300.00 feet; Thence North 2°20'30" West, a distance of 50.00 feet to the point of beginning, containing 0.52 acres, more or less.

ALSO LESS AND ACCEPTING a parcel of land in the North One-Half (N 1/2) of Block 104 and the South One-Half (S 1/2) of the street lying North of Block 104, Richmond's Survey of Cutler, a subdivision in Section 35, Township 53 South, Range 40 East, Miami-Dade County, Florida, according to the Plat thereof as recorded in Plat Book "B", at Page 17, of the Public Records of Miami-Dade County, Florida, said parcel being more specifically described as follows;

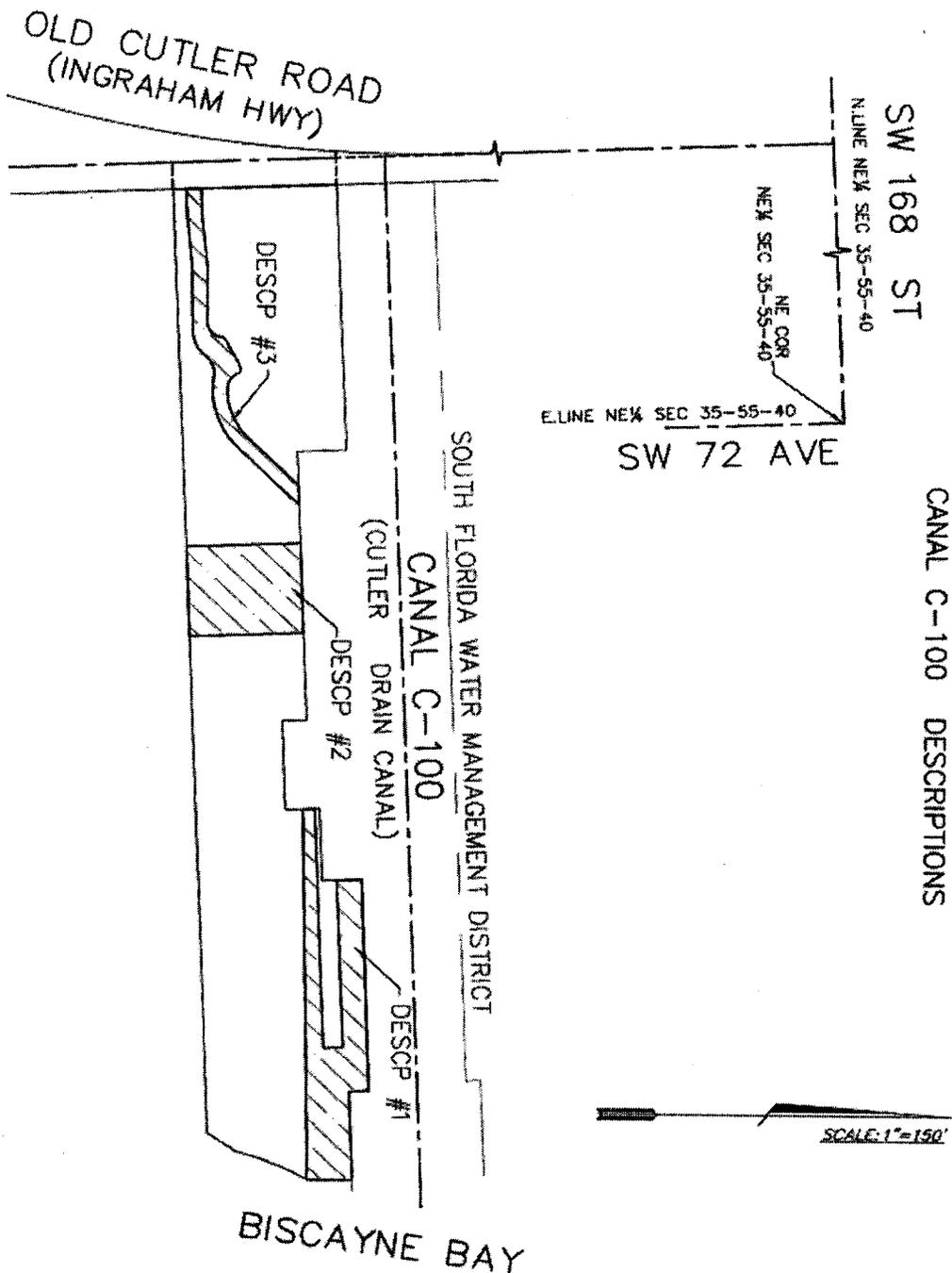
From the Northwest corner of Block 103, Richmond's Survey of Cutler bear North 2°18'40" West along the Northerly extension of the West line of said Block 103, a distance of 25.00 feet to the intersection thereof with the South right-of-way line of Cutler Drain Canal; Thence, North 87°39'30" East, along said South right-of-way line, a distance of 696.42 feet to the point of beginning; Thence continue North 87°39'30" East along said South right-of-way line, a distance of 80.00 feet; Thence South 2°20'30" East, a distance of 40.00 feet; Thence South 87°39'30" West, a distance of 80.00 feet; Thence North 2°20'30" West, a distance of 40.00 feet to the point of beginning, containing 0.07 acres, more or less.

**ATTACHMENT "D"**  
**EASEMENTS LEGAL DESCRIPTIONS**  
**VILLAGE OF PALMETTO BAY**  
**HAAS PROPERTY PURCHASE ASSISTANCE**

PREPARED BY:  
**MAKOWSKI & WRIGHT, INC.**  
 SURVEYORS-MAPPERS-ENGINEERS  
 27 N.W. 13 STREET, HOUSTON, FL 33030  
 Phone: (305) 247-1356 Fax: (305) 247-1378

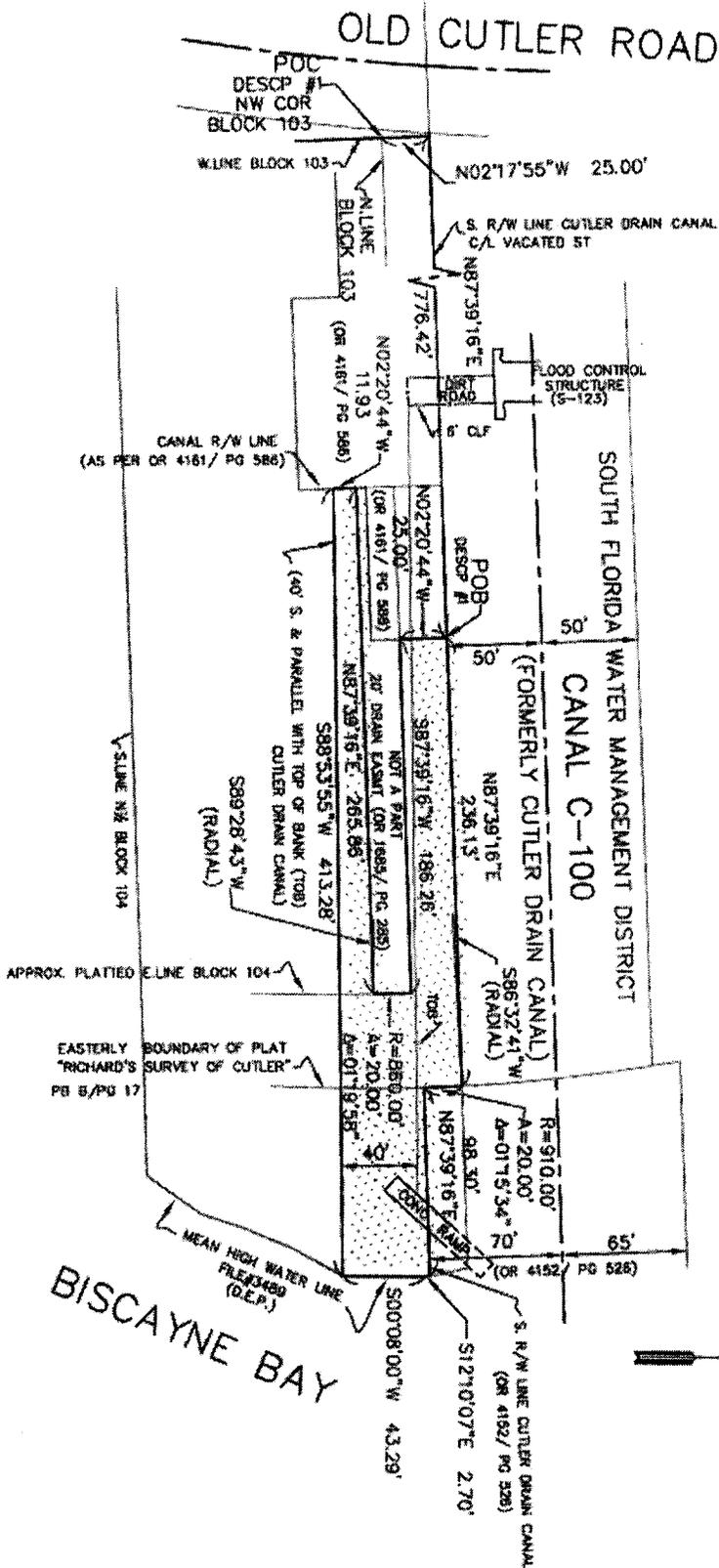


PARCEL SKETCH  
 SHEET 1 OF 8

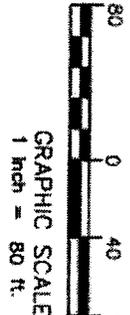


CANAL C-100 DESCRIPTIONS

DESCRIPTION #1  
16,162 sq. ft. ±



PREPARED BY:  
MAKOWSKI & WRIGHT, INC.  
SURVEYORS-APPRAISERS-ENGINEERS  
27 N.W. 13 STREET, HOMESTEAD, FL. 33030  
Phone: (305) 247-1396 Fax: (305) 247-1378



PARCEL SKETCH  
SHEET 2 OF 8

SCALE: 1" = 80'

CANAL C-100 DESCRIPTIONS

DESCRIPTION #1

A portion of the North Half (N½) of Blocks 103 and 104, and the North Half (N½) of the land lying between the North and South boundaries of Block 104, produced East to Biscayne Bay, together with all riparian rights and privileges appertaining thereto, and the South Half (S½) of the street lying North of Blocks 103 and 104 produced Eastward to Biscayne Bay, together with all riparian rights and privileges appertaining thereto and also the street lying between the North Half (N½) of Block 103 and 104 all of the above shown on the plat of RICHARDS SURVEY OF CUTLER, as recorded in Plat Book B at Page 17 of the Public Records of Miami-Dade County.

Florida, being more particularly described as follows:

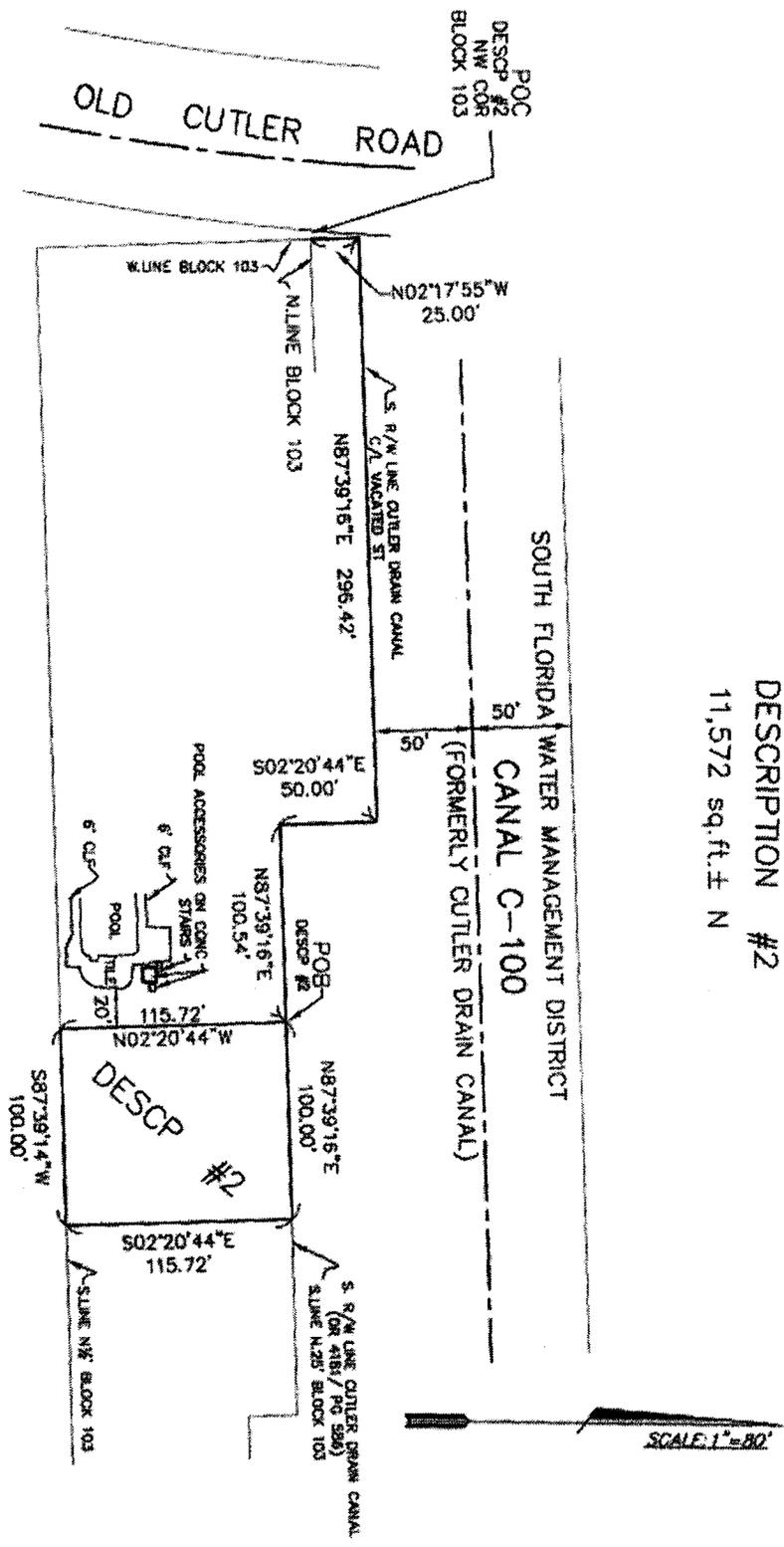
Commence at the Northwest corner of said Block 103; thence run N02°17'55"W along the Northerly extension of the West line of said Block 103, for 25.00 feet to a point of intersection with the South right of way line of the Cutler Drain Canal (now known as Canal C-100); thence run N87°39'16"E along the said South right of way line and the Easterly prolongation thereof, for 776.42 feet to the Point of Beginning; thence continue N87°39'16"E along the last described line for 236.13 feet to a point of intersection with the Easterly boundary of said plat of RICHARDS SURVEY OF CUTLER, said point of intersection also being a point on a circular curve whose radius point bears S86°32'41"W from said point of intersection; thence run Southeasterly along the arc of a circular curve to the right, having for its elements a radius of 910 feet and a central angle of 01°15'34" for a distance of 20.00 feet to a point on the South right of way line of the said Cutler Drain Canal, as said South right of way line is described in Official Records Book 4152 at Page 526 of the Public Records of Miami-Dade County, Florida; thence run N87°39'16"E along the last described South right of way line for 98.30 feet to a point on the mean high water line of Biscayne Bay, as said mean high water line is shown on Mean High Water File Number 3489 as filed with the Florida Department of Environmental Protection on November 30, 2004; thence run S12°10'07"E along said mean high water line for 2.73 feet; thence run S00°08'00"W along said mean high water line for 43.29 feet; thence run S88°53'55"W along a line that is approximately 40 feet South of, and parallel with, the top of the bank of said Cutler Drain Canal for 413.28 feet to a point on the said Cutler Drain Canal right of way line, as said right of way line is described in Official Records Book 4161 at Page 586 of the Public Records of Miami-Dade County, Florida; thence run N02°20'44"W along the last described right of way line for 11.93 feet to a point on the South line of a 20 foot wide drainage easement, as said drainage easement is described in Official Records Book 1685 at Page 285 of the Public Records of Miami-Dade County, Florida; thence run N87°39'16"E along the South line of said 20 foot wide drainage easement for 265.36 feet to a point of intersection with the Easterly boundary of said Block 104, said point of intersection being the Southeast corner of said 20 foot wide drainage easement, also being a point on a circular curve whose radius point bears S89°28'43"W from said point of intersection; thence run Northwesterly along the Easterly line of said 20 foot wide drainage easement, being the arc of a circular curve to the left, having for its elements a radius of 880 feet and a central angle of 01°19'58" for 20.00 feet to the Northeast corner of said 20 foot wide drainage easement; thence run S87°38'16"W along the North line of said 20 foot wide drainage easement for 186.26 to a point on the right of way line of the Cutler Drain Canal, as said right of way line is described in Official Records Book 4161 at Page 588 of the Public Records of Miami-Dade County, Florida; thence run N02°20'44"W along the last described right of way line for 25.00 feet to the Point of Beginning. Containing 16,162 square feet more or less.

04-0441-1  
 PREPARED BY:  
 MAKOWSKI & WRIGHT, INC.  
 SURVEYORS-APPRAISERS-ENGINEERS  
 27 N.W. 13 STREET, HOMESTEAD, FL 33030  
 Phone:(305)247-1356 Fax:(305)247-1378

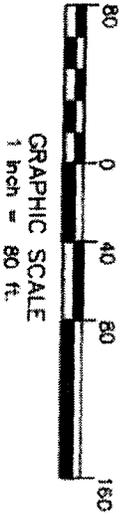
PARCEL SKETCH  
 SHEET 3 OF 8

CANAL C-100 DESCRIPTIONS

DESCRIPTION #2  
11,572 sq. ft. ± N



PREPARED BY:  
MAKOWSKI & WRIGHT, INC.  
SURVEYORS-APPRAISERS-ENGINEERS  
27 N.W. 13 STREET, HOMESTEAD, FL 33030  
Phone:(305)247-1356 Fax:(305)247-1378



PARCEL SKETCH  
SHEET 4 OF 8

CANAL C-100 DESCRIPTIONS

**DESCRIPTION #2**

A portion of the North Half (N½) of Block 103 of RICHMOND'S SURVEY OF CUTLER, according to the plat thereof, as recorded in Plat Book B at Page 17 of the Public Records of Miami-Dade County, Florida, being more particularly

described as follows:

Commence at the Northwest corner of said Block 103; thence run  $N02^{\circ}17'55''W$  along the Northerly extension of the West line of said Block 103, for 25.00 feet to a point of intersection with the South right of way line of the Cutler Drain Canal (now known as Canal C-100); thence run  $N87^{\circ}39'16''E$  along the said South right of way line of the Cutler Drain Canal for 296.42 feet; thence run  $S02^{\circ}20'44''E$ , along the right of way line of said Cutler Drain Canal, as said right of way line is described in Official Records Book 4161 at Page 586 of the Public Records of Miami-Dade County, Florida, for 50.00 feet to a point on the South line of the North 25 feet of said Block 103, said South line also being the South right of way line of the Cutler Drain Canal; thence run  $N87^{\circ}39'16''E$  along the said South line of the North 25 feet of Block 103 for 100.54 feet to the Point of Beginning; thence continue  $N87^{\circ}39'16''E$  along the last described line for 100.00 feet; thence run  $S02^{\circ}20'44''E$  for 115.72 feet to a point on the South line of the North½ of said Block 103; thence run  $S87^{\circ}39'14''W$  along the South line of the North½ of said Block 103 for 100.00 feet; thence run  $N02^{\circ}20'44''W$  for 115.72 feet to the Point of Beginning. Containing 11,572 square feet more or less.

04-0441-2

PREPARED BY:  
MAKOWSKI & WRIGHT, INC.  
SURVEYORS-MAPPERS-ENGINEERS  
27 N.W. 13 STREET, HOMESTEAD, FL. 33030  
Phone:(305)247-1356 Fax:(305)247-1376

PARCEL SKETCH  
SHEET 5 OF 8





