

CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES AMENDING ORDINANCE NO. 2015-08 (AS AMENDED), PROVIDING FOR A SUBSTITUTE PUBLIC ACCESS EASEMENT AND NEW CONDITIONS OF APPROVAL WITH RESPECT TO THE PREVIOUSLY VACATED ALLEY LOCATED IN BLOCK 3, INDUSTRIAL SECTION, CORAL GABLES, FLORIDA; PROVIDING FOR A REPEALER PROVISION, SEVERABILITY CLAUSE, CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2015-08 (As Amended) vacated a thirty (30) foot wide alley which bisected the entire length of the block subject to conditions listed therein, including a dedication of a public cross-block easement generally running over an east-west internal driveway and pedestrian walkway on the property legally described as all of Block 3, Industrial Section, Coral Gables, Florida (the “Block”); and

WHEREAS, an Application was submitted requesting an amendment to Ordinance No. 2015-08 (As Amended), such that the cross-block easement provided would be consistent with the newly proposed projects for the Block and generally run over an east-west internal pedestrian walkway and landscaped area between Salzedo Street to Aurora Street at mid-Block, as legally described in Exhibit “A” (the “Cross-Block Easement”); and

WHEREAS, the newly proposed Cross-Block Easement is necessary for the construction of an Assisted Living Facility (ALF) referred to as “Belmont Village” on the property legally described in Exhibit “B” attached hereto and incorporated herein (“Belmont Property”); and

WHEREAS, the newly proposed Cross-Block Easement is necessary for the construction of a mixed-use project referred to as “Alta / 250 Merrick” on the property legally described in Exhibit “C” attached hereto and incorporated herein (“Alta Property”); and

WHEREAS, the developers of the Block desire to develop the Block in a manner consistent with the requested amended Cross-Block Easement, and desire to dedicate the cross-block easement as part of their approval process; and

WHEREAS, the developer of the Belmont Property intends to convey a portion of the Cross-Block Easement provided on the Belmont Property and legally described in the Exhibit “D” attached hereto (the “Cross-Block Easement South”); and

WHEREAS, the developer of the Alta Property intends to convey a portion of the Cross-Block Easement provided on the Alta Property and legally described in the Exhibit “E” attached hereto (the “Cross-Block Easement North”); and

WHEREAS, it is felt that the amendment to Ordinance No. 2015-08 (As Amended) and the conveying of the of the Cross-Block Easement is in the interest of public health, safety, order, convenience, comfort, prosperity, and general welfare.

NOW THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA:

SECTION 1. That the foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. That Section 2 of Ordinance No. 2015-08 (As Amended), is hereby amended to read in its entirety as follows:

1. That the granting of the Vacation provides some benefit to the public health, safety, welfare, or convenience, but the overall benefit anticipated to result from the abandonment outweighs the specific benefit derived from the non-fee property interest, in that:
 - a. The Vacation or abandonment will not frustrate any comprehensive plan, special purpose plan, or capital improvement program of the City; and
 - b. The Vacation or abandonment will not interfere with any planning effort of the City that is underway at the time of the application but is not yet completed;
2. The Vacation or abandonment will provide a material public benefit in terms of promoting the desired development and improves the City's long-term fiscal condition and the applicant provides beneficial mitigation in the form of a proffered mitigation plan which mitigates the loss of real property, the increase in the intensity of use and/or impacts on the public health, safety and welfare including increased parking and traffic;
3. The general public will be best served by the Vacation and proposed Cross Block Easement together providing greater pedestrian mobility and broader access to the city street system;
4. The Vacation is consistent with the city's Comprehensive Plan;
5. That the Vacation and proposed Cross-Block Easement together provide a material public benefit to the public health, safety and welfare;

6. That sufficient alternative public access ~~to the remaining alleyway~~ has been provided by means of a proffered substitute access easement running between ~~over an internal driveway and pedestrian walkway from~~ Salzedo Street to and Aurora Street; and
7. The effect of the proposed action will not have a negative impact upon the safety of pedestrians and vehicular traffic, because the Vacation involves an alleyway;
8. No evidence has been submitted to indicate that the Vacation will have an adverse or negative effect upon the provision of municipal services, including, but not limited to, emergency services and waste removal; and
9. The Vacation is part of a master development plan for this area of the community, and therefore, mitigation is a part of the development plan proposed by the applicant to offset any potential impacts.

SECTION 3. That pursuant to Section 3 of Ordinance No. 2015-08 (As Amended), the thirty-foot (30') wide public alleyway generally running north-south approximately five hundred thirty-five feet (535') in length, bisecting the entire length of Block 3, Industrial Section as legally described in Exhibit "F" remains vacated, abandoned and discontinued for the purpose for which it was dedicated to public use subject to the following amended conditions of approval which are hereby imposed upon the Belmont Property and the :

1. The applicant grants to the City by easement instrument absolute rights of public ingress and egress over the Cross-Block Easement.
2. That a minimum width of ~~twenty feet (20')~~ fifteen feet (15') and a minimum vertical clearance of ~~sixteen feet (16')~~ thirteen feet (13') extending the full length and width of the Cross-Block Easement shall be provided above the easement described in Exhibit "BA".
3. ~~That all vehicle turning radius be adequate for all vehicles that would normally or occasionally use the alley.~~
4. That the cost of removal and/or relocation of any and all utilities, including storm and sanitary sewers, installation of any required drainage facility, removal of curbs or abandoned concrete approaches and sidewalks and the paving and construction of the substitute easement described in Exhibit "BA", shall be borne by the applicant whose actions necessitate such expense.
5. That prior to the issuance of a City Building Permit for the project, the Applicant, property owner(s), its successors or assigns, shall secure all required approvals and be responsible for relocation of existing utilities located in the alley to be vacated in accordance with all applicable City, County, State or outside agency, and or utility company requirements.
6. That the easement described in Exhibit "BA" shall be constructed in accordance with the specifications of the Public Works Department of the City and the plans for such construction shall be submitted to and shall be subject to approval by the Public Works Department. The permits and inspections for such construction shall be handled in the same manner as the paving for streets and alleys.
7. That the City of Coral Gables shall have the right to exercise the same control over the easement described in Exhibit "BA" as if the same were a dedicated alley and the acceptance and approval of such easements shall in no way relieve the applicant from

complying with any and all regulations pertaining to alleys including but not limited to the building, zoning and other applicable regulations.

8. That the easement described in Exhibit “BA” shall be kept free and clear of any and all encroachments and obstructions, including but not limited to, motor vehicles, trucks, trailers, debris, stoops, waste containers, and the like, and the City shall have the authority to monitor and enforce same.
9. That the use of the vacated property shall be limited to the same uses as to which the adjacent properties are zoned.
10. That the reversionary rights to the portion of the alley vacated shall revert to the owners abutting on each side of the vacated alley, ~~subject to the City’s initial reverter rights, as stated in Section 4.~~
11. That prior to the issuance of the first Temporary Certificate of Occupancy (TCO) for the project, the Applicant, property owner, its successors or assigns shall submit a Public Easement Maintenance and Access Agreement for City Attorney review and approval, which provides for the Applicant’s payment of the costs of maintaining the public ~~vehicular~~ easement (the relocated public alleyway) and the provision of clear and unrestricted public access along and through this easement at all times. The agreement shall also state that should the property owner, its successors or assigns fail to meet the terms of the agreement, the City shall complete necessary maintenance and/or access improvements, which costs shall be reimbursed to the City by the property owner. The agreement shall be recorded in the public records for Miami-Dade, County, Florida, in the form of a restrictive covenant, which shall also include all conditions of approval, as stated herein. It is recognized that the requirements contained in the restrictive covenant constitute regulatory conditions of approval and shall survive as regulatory conditions of approval even if the restrictive covenant is later found to be void or unenforceable.
12. That the applicant will obtain LEED Silver certification, or LEED Silver equivalent certification, for the project ~~within one year of TCO issuance~~ as required by Section 5-1302.B. of the Zoning Code.
13. ~~That the applicant will provide pedestrian enhancements to the North Industrial Mixed Use District as shown in submitted plans prepared by David Plummer Associates and shown on page 14 and 15 of the applicant’s 11x17 application package.~~
14. ~~That, prior to the issuance of building permit, the applicant shall contribute \$10,000 toward bicycle infrastructure improvements in the area as identified in the 2014 Coral Gables Bicycle / Pedestrian Plan. These improvements include pavement markings and signage for the installation of sharrows on Segovia Street in order to provide a connection to downtown.~~
15. ~~That the applicant will improve public open space in the vicinity of the project within the City of Coral Gables as part of this alley vacation request. This may include public space improvements to the nearby Metrorail right of way between LeJeune Road and the City limits to the northeast, including but not limited to contributions in the amount of \$96,500 to the Underline public space project currently underway, in order to improve public access to open space in the area. The Applicant will obtain the consent of the City as to the plan, which consent shall not be unreasonably withheld.~~

SECTION 4. In order to ensure that the Cross-Block Easement is available to the City regardless of whether and to what extent the Block is redeveloped, the owner(s) of the Block

~~shall agree to grant an easement in the form attached as Exhibit “G” to the City upon the development approvals for any portion of the block becoming final and non-appealable. In the event that the Applicant has not constructed the project within two years of the issuance of a Building Permit for any portion of any property abutting and adjacent to the public right of way vacated, ownership of the vacated Alley will revert to the City unless such time period is extended in the discretion of the City Manager.~~

SECTION 5. All ordinances or parts of ordinances that are inconsistent or in conflict with the provisions of this Ordinance are repealed.

SECTION 6. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 7. This development permit by the City of Coral Gables does not in any way create any right on the part of an applicant to obtain a permit from a county, state or federal agency. Likewise, this development permit does not create any liability on the part of the City of Coral Gables for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a county, state or federal agency, or if the applicant undertakes actions that result in a violation of county, state or federal law. In addition, as a condition of this approval, all county, state and federal permits must be obtained before commencement of the development.

SECTION 8. This Ordinance shall become effective upon the date of its adoption; provided, that Section 3. of this Ordinance shall not become operative until this Ordinance is recorded in the Public Records of Miami-Dade County, Florida.

Passed and Adopted this ____ day of _____, A.D. 2020.

APPROVED:

RAUL VALDES-FAULI
MAYOR

ATTEST:

BILLY Y. URQUIA
CITY CLERK

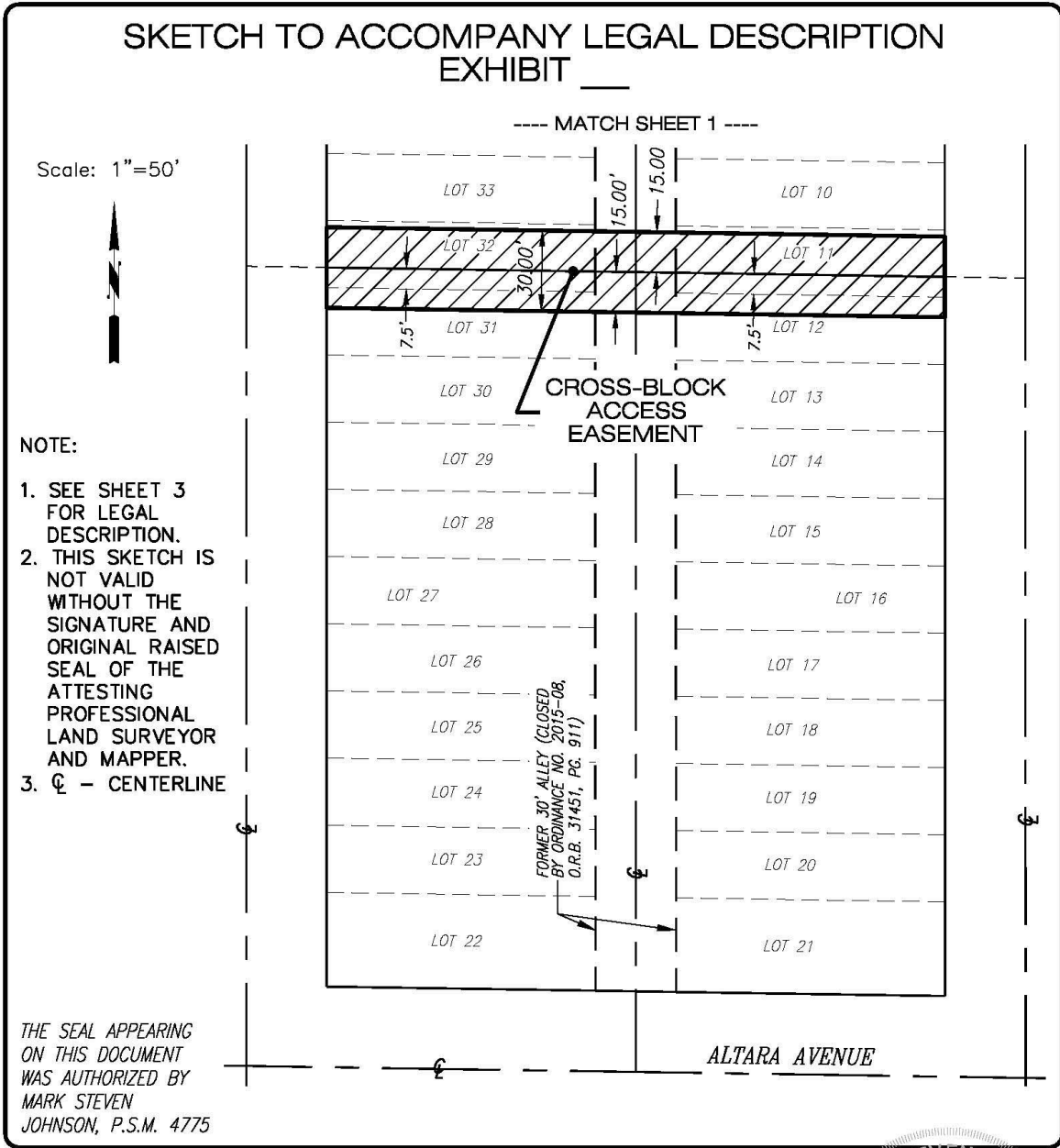
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

MIRIAM SOLER RAMOS
CITY ATTORNEY

DRAFT

Exhibit "A"

Cross-Block Easement



SSA	SCHWEBKE SHISKIN + ASSOCIATES	(LBN 87)
	LAND SURVEYORS • ENGINEERS • LAND PLANNERS	
	3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 DADE:(305) 652-7010 BROWARD:(954) 435-7010 FAX (305) 652-8264	
THIS IS <u>NOT</u> A "LAND SURVEY."	ORDER NO.: <u>211500</u>	PREPARED UNDER MY SUPERVISION:
	DATE: <u>02-06-2020</u>	<i>Mark Steven Johnson</i>
SHEET <u>2</u> OF <u>3</u> SHEET(S)	F.B.: <u>N.A.</u>	MARK STEVEN JOHNSON, PRINCIPAL FLORIDA PROF. LAND SURVEYOR NO. 4775

SKETCH TO ACCOMPANY LEGAL DESCRIPTION EXHIBIT ___

CROSS-BLOCK ACCESS EASEMENT

LEGAL DESCRIPTION:

THE NORTH 15.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOTS 12 TO 31, BLOCK 3, AND THE SOUTH 7.5 FEET OF LOTS 11 AND 32, BLOCK 3 "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF THE 30 FOOT PLATTED ALLEY LYING SOUTH OF THE NORTH LINE OF THE SOUTH 7.5 FEET OF SAID LOT 11 PROJECTED WESTERLY AND NORTH OF THE SOUTH LINE OF SAID BLOCK 3.

SAID LANDS ALSO KNOWN AS:

A PORTION OF BLOCK 3 AND THE FORMER 30 FOOT PLATTED ALLEY LYING WITH SAID BLOCK 3, "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

BEGIN AT THE SOUTHWEST CORNER OF LOT 22, OF SAID BLOCK 3; THENCE RUN ALONG THE WESTERLY BOUNDARY LINE OF SAID BLOCK 3 NORTH 00°00'02" WEST FOR A DISTANCE OF 267.54 FEET TO A POINT; THENCE RUN ALONG A LINE 7.5 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID LOTS 11 AND 32, BLOCK 3, SOUTH 89°07'43" EAST FOR A DISTANCE OF 230.00 FEET (230.13 FEET AS MEASURED) TO A POINT; THENCE RUN ALONG THE EASTERLY BOUNDARY LINE OF SAID BLOCK 3 SOUTH 00°00'26" EAST FOR A DISTANCE OF 267.57 FEET TO A POINT; THENCE RUN ALONG THE SOUTHERLY BOUNDARY LINE OF SAID BLOCK 3 NORTH 89°07'15" WEST FOR A DISTANCE OF 230.00 FEET (230.16 FEET AS MEASURED) TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE SOUTH 15.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOTS 1 THROUGH 11, INCLUSIVE, LESS THE SOUTH 7.5 FEET THEREOF, AND LOTS 32 THROUGH 42, INCLUSIVE, LESS THE SOUTH 7.5 FEET THEREOF, BLOCK 3, "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.

TOGETHER WITH:

THAT PORTION OF THE 30 FOOT PLATTED ALLEY LYING NORTH OF THE NORTH LINE OF THE SOUTH 7.5 FEET OF SAID LOT 11 PROJECTED WESTERLY AND SOUTH OF THE NORTH LINE OF SAID BLOCK 3.

NOTE:

1. SEE SHEETS 1 AND 2 FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION.
2. $\text{\textcircled{C}}$ - CENTERLINE

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775



SCHWEBKE SHISKIN + ASSOCIATES (LBN 87)

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 DADE:(305) 652-7010 BROWARD:(954) 435-7010 FAX:(305) 652-8264

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 211500

PREPARED UNDER MY SUPERVISION:

DATE: 02-06-2020

Mark Steven Johnson

SHEET 3 OF 3 SHEET(S)

F.B.: N.A.

MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROF. LAND SURVEYOR NO. 4775

Exhibit "B"
Belmont Property

LOTS 12 TO 31, BLOCK 3, AND THE SOUTH 7.5 FEET OF LOTS 11 AND 32, BLOCK 3 "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF THE 30 FOOT PLATTED ALLEY LYING SOUTH OF THE NORTH LINE OF THE SOUTH 7.5 FEET OF SAID LOT 11 PROJECTED WESTERLY AND NORTH OF THE SOUTH LINE OF SAID BLOCK 3.

SAID LANDS ALSO KNOWN AS:

A PORTION OF BLOCK 3 AND THE FORMER 30 FOOT PLATTED ALLEY LYING WITH SAID BLOCK 3, "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

BEGIN AT THE SOUTHWEST CORNER OF LOT 22, OF SAID BLOCK 3; THENCE RUN ALONG THE WESTERLY BOUNDARY LINE OF SAID BLOCK 3 NORTH 00°00'02" WEST FOR A DISTANCE OF 267.54 FEET TO A POINT; THENCE RUN ALONG A LINE 7.5 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID LOTS 11 AND 32, BLOCK 3, SOUTH 89°07'43" EAST FOR A DISTANCE OF 230.00 FEET (230.13 FEET AS MEASURED) TO A POINT; THENCE RUN ALONG THE EASTERLY BOUNDARY LINE OF SAID BLOCK 3 SOUTH 00°00'26" EAST FOR A DISTANCE OF 267.57 FEET TO A POINT; THENCE RUN ALONG THE SOUTHERLY BOUNDARY LINE OF SAID BLOCK 3 NORTH 89°07'15" WEST FOR A DISTANCE OF 230.00 FEET (230.16 FEET AS MEASURED) TO THE POINT OF BEGINNING.

DRAFT

Exhibit "C"
Alta Property

LEGAL DESCRIPTION

LOTS 1 THROUGH 11, INCLUSIVE, LESS THE SOUTH 7.5 FEET THEREOF, AND LOTS 32 THROUGH 42, INCLUSIVE, LESS THE SOUTH 7.5 FEET THEREOF, BLOCK 3, "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.

TOGETHER WITH:

THAT PORTION OF THE 30 FOOT PLATTED ALLEY LYING NORTH OF THE NORTH LINE OF THE SOUTH 7.5 FEET OF SAID LOT 11 PROJECTED WESTERLY AND SOUTH OF THE NORTH LINE OF SAID BLOCK 3.

DRAFT

Exhibit "D"
Cross-Block Easement South

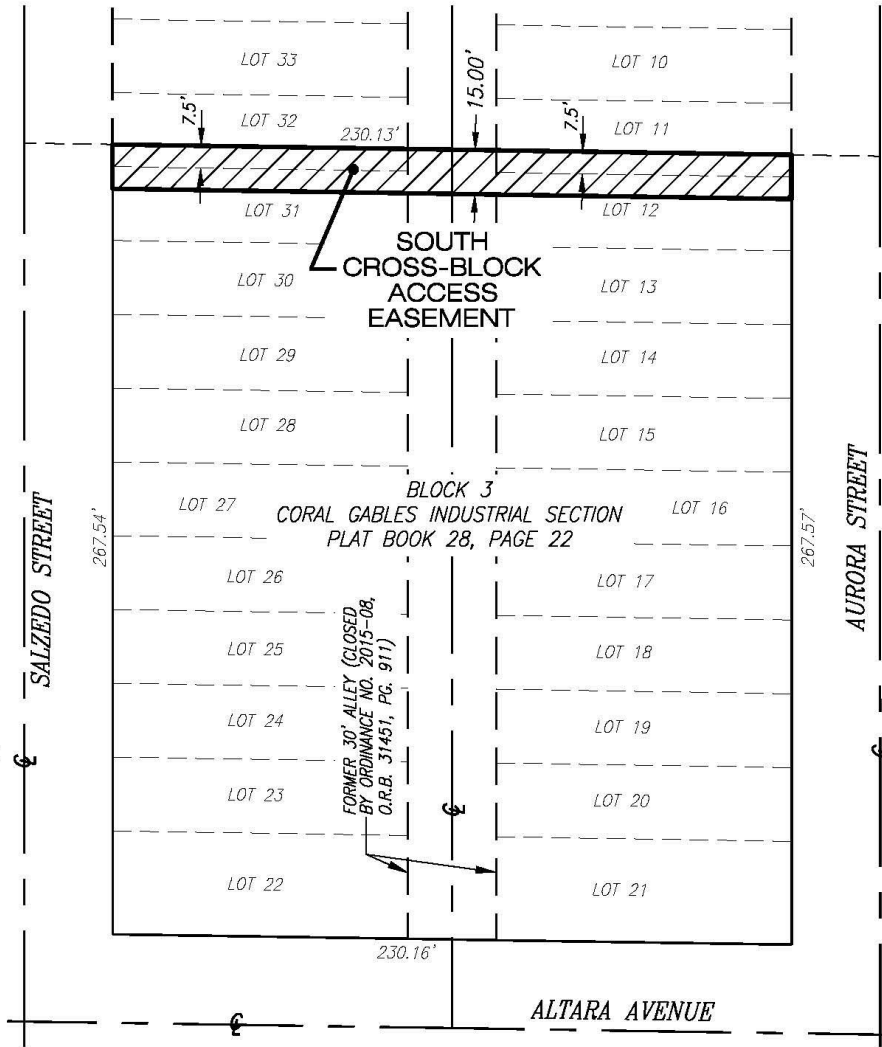
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
EXHIBIT _____

Scale: 1"=50'



NOTE:

1. SEE SHEET 2 FOR LEGAL DESCRIPTION.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR AND MAPPER.
3. ☉ - CENTERLINE



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SSA	SCHWEBKE SHISKIN + ASSOCIATES	(LBN 87)
LAND SURVEYORS • ENGINEERS • LAND PLANNERS		
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33205 DADE: (305) 652-7010 BROWARD: (954) 435-7010 FAX: (305) 652-8254		
THIS IS <u>NOT</u> A "LAND SURVEY."	ORDER NO.: <u>211500</u> DATE: <u>02-06-2020</u> SHEET <u>1</u> OF <u>2</u> SHEET(S) F.B.: <u>N.A.</u>	PREPARED UNDER MY SUPERVISION: <i>Mark Steven Johnson</i> MARK STEVEN JOHNSON, PRINCIPAL FLORIDA PROF. LAND SURVEYOR NO. 4775

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
EXHIBIT ___

SOUTH CROSS-BLOCK ACCESS EASEMENT

LEGAL DESCRIPTION:

THE NORTH 15.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOTS 12 TO 31, BLOCK 3, AND THE SOUTH 7.5 FEET OF LOTS 11 AND 32, BLOCK 3
"CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED
IN PLAT BOOK 28, PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF THE 30 FOOT PLATTED ALLEY LYING SOUTH OF THE NORTH LINE OF
THE SOUTH 7.5 FEET OF SAID LOT 11 PROJECTED WESTERLY AND NORTH OF THE SOUTH
LINE OF SAID BLOCK 3.

SAID LANDS ALSO KNOWN AS:

A PORTION OF BLOCK 3 AND THE FORMER 30 FOOT PLATTED ALLEY LYING WITH SAID
BLOCK 3, "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 28, PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE
COUNTY, FLORIDA.

BEGIN AT THE SOUTHWEST CORNER OF LOT 22, OF SAID BLOCK 3; THENCE RUN ALONG
THE WESTERLY BOUNDARY LINE OF SAID BLOCK 3 NORTH 00°00'02" WEST FOR A
DISTANCE OF 267.54 FEET TO A POINT; THENCE RUN ALONG A LINE 7.5 FEET NORTH OF
AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID LOTS
11 AND 32, BLOCK 3, SOUTH 89°07'43" EAST FOR A DISTANCE OF 230.00 FEET (230.13
FEET AS MEASURED) TO A POINT; THENCE RUN ALONG THE EASTERLY BOUNDARY LINE OF
SAID BLOCK 3 SOUTH 00°00'26" EAST FOR A DISTANCE OF 267.57 FEET TO A POINT;
THENCE RUN ALONG THE SOUTHERLY BOUNDARY LINE OF SAID BLOCK 3 NORTH 89°07'15"
WEST FOR A DISTANCE OF 230.00 FEET (230.16 FEET AS MEASURED) TO THE POINT OF
BEGINNING

NOTE:

1. SEE SHEET 1 FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION.
2. $\text{\textcircled{C}}$ - CENTERLINE

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SCHWEBKE SHISKIN + ASSOCIATES (LBN 87)

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THIS IS NOT A "LAND SURVEY."

ORDER NO.: 211500

PREPARED UNDER MY SUPERVISION.

DATE: 02-06-2020

Mark Steven Johnson

SHEET 2 OF 2 SHEET(S)

F.B.: N.A.

MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROF. LAND SURVEYOR NO. 4775

Exhibit "E"
Cross-Block Easement North

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
EXHIBIT**

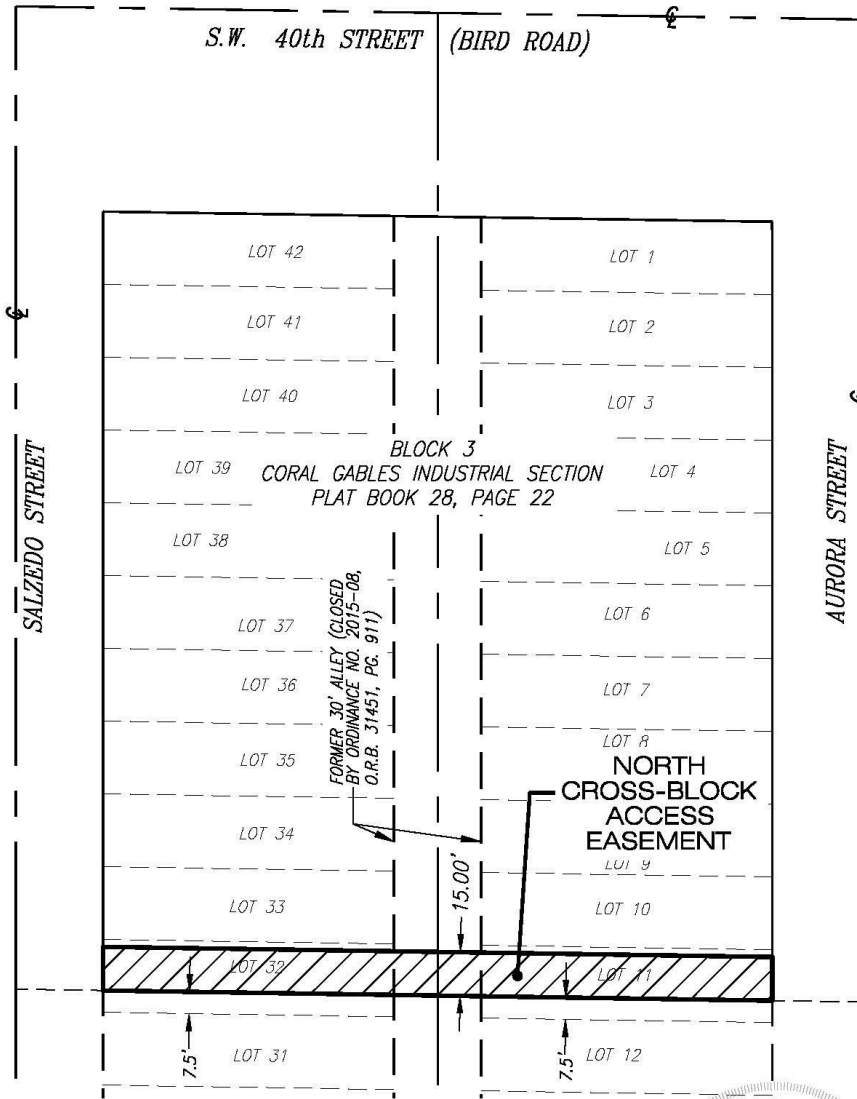
Scale: 1"=50'



NOTE:

1. SEE SHEET 2 FOR LEGAL DESCRIPTION.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR AND MAPPER.
3. ☉ - CENTERLINE

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 SHEET 1 OF 2 SHEET(S)

ORDER NO.: 211501
 DATE: 02-06-2020
 F.B.: N.A.

PREPARED UNDER MY SUPERVISION:
Mark Steven Johnson
 MARK STEVEN JOHNSON, PRINCIPAL
 FLORIDA PROF. LAND SURVEYOR NO. 4775

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
EXHIBIT ____

NORTH CROSS-BLOCK ACCESS EASEMENT

LEGAL DESCRIPTION:

THE SOUTH 15.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOTS 1 THROUGH 11, INCLUSIVE, LESS THE SOUTH 7.5 FEET THEREOF, AND LOTS 32 THROUGH 42, INCLUSIVE, LESS THE SOUTH 7.5 FEET THEREOF, BLOCK 3, "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.

TOGETHER WITH:

THAT PORTION OF THE 30 FOOT PLATTED ALLEY LYING NORTH OF THE NORTH LINE OF THE SOUTH 7.5 FEET OF SAID LOT 11 PROJECTED WESTERLY AND SOUTH OF THE NORTH LINE OF SAID BLOCK 3.

NOTE:

1. SEE SHEET 1 FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION.
2. C - CENTERLINE

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THIS IS NOT A "LAND SURVEY."

ORDER NO.: 211500

PREPARED UNDER MY SUPERVISION:

DATE: 02-06-2020

Mark Steven Johnson

SHEET 2 OF 2 SHEET(S)

F.B.: N.A.

MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROF. LAND SURVEYOR NO. 4775

Exhibit "F"
Vacated Alley

DESCRIPTION:

A STRIP OF LAND 30 FEET WIDE LYING BETWEEN LOTS 1 THROUGH 21, AND LOTS 22 THROUGH 42, BLOCK 3 OF "REVISED PLAT OF CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28 AT PAGE 22 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 42, BLOCK 3 OF "REVISED PLAT OF CORAL GABLES INDUSTRIAL SECTION"; THENCE, S00°33'18"E, ALONG THE EAST LINE OF LOTS 22 THROUGH 42, FOR A DISTANCE OF 535.0 FEET TO THE SOUTHEAST CORNER OF LOT 22; THENCE, S89°40'10"E, ALONG THE NORTH RIGHT OF WAY LINE OF ALTARA AVENUE, A DISTANCE OF 30 FEET TO THE SOUTHWEST CORNER OF LOT 21; THENCE N00°33'18"W, ALONG THE WEST LINE OF LOTS 1 THROUGH 21, A DISTANCE OF 535.0 FEET TO THE NORTHWEST CORNER OF LOT 1; THENCE N89°40'10"W, ALONG THE SOUTH RIGHT OF WAY LINE OF SW 40th STREET, A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING. CONTAINING 16,049.6 +/- SQUARE FEET.

DRAFT

**Exhibit “G”
Grant of Easement**

Record and Return to:
Mario Garcia-Serra, Esq.
Gunster, Yoakley & Stewart, P.A.
600 Brickell Avenue, Suite 3500
Miami, Florida 33131

GRANT OF PUBLIC ACCESS TO OPEN SPACE EASEMENT

THIS GRANT OF PUBLIC ACCESS TO OPEN SPACE EASEMENT (this “Easement”) is made as of the Effective Date (as hereinafter defined), by Alta Developers LLC, a Florida limited liability company, who has an address of 2950 SW 27th Avenue, Suite 220, Miami, Florida 33133 (“Alta Grantor”) and BVBP PO CG, LLC, a Delaware limited liability company, who has an address of 7660 Woodway Drive, Suite 400, Houston, Texas 77063, (“Baptist-BV-JV Grantor,” together with Alta Grantor, the “Grantors”) in favor of CITY CORAL GABLES, a municipal corporation, whose mailing address is 405 Biltmore Way, Coral Gables, Florida 33134 (“City” or “Grantee”).

W I T N E S S E T H

WHEREAS, Alta Grantor is the fee simple owner of certain real property located in the City of Coral Gables, Miami-Dade County, Florida, which is more particularly described in **Exhibit “A”** attached hereto and made a part hereof, (the “Alta Property”); and

WHEREAS, Alta Grantor intends to develop a mixed use residential, office and retail project, (the “Alta Project”), on the Alta Property; and

WHEREAS, Baptist-BV-JV Grantor is the fee simple owner of certain real property located in the City of Coral Gables, Miami-Dade County, Florida, which is more particularly described in **Exhibit “B”** attached hereto and made a part hereof, (the “Baptist-BV-JV Property”); and

WHEREAS, Baptist-BV-JV Grantor intends to develop a mixed use assisted living facility, office and retail project, (the “Baptist-BV-JV Project”, together with the Alta Project, the “Projects”), on the Alta Property; and

WHEREAS, the Projects contemplate the establishment of an approximately 6,900 square-foot, 30-foot-wide publicly accessible east-west cross block joint easement area between Salzedo Street and Aurora Street at midblock, which will straddle the boundary line between the Projects.

NOW, THEREFORE, Grantors do hereby grant this Easement to the City as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Grant of Easement.** Grantors do hereby grant and convey to the City a non-exclusive, public access easement over area located at midblock between Salzedo Street and Aurora Street as legally described in **Exhibit “C”** attached hereto (the “Easement Area”), effective within 30 days of final approval of the first of either Project by the City Commission and the expiration of any applicable appeal period with no appeal having been filed (the “First Project Approval”). The First Project Approval includes, site plan

approval, conditional use approval, modifications of conditions of previous approvals, and approval of transfer of development rights as well as any other similar approval required for the particular Project.

3. Accessibility. During the period of construction of either Project, Grantors may prohibit public access to the Easement Area. Upon issuance of a Temporary Certificate of Occupancy for the Alta Project, the portion of the Easement Area on the Alta Grantor Property shall be made accessible to the public from dawn to dusk, daily, so long as construction on the Baptist-BV-JV Property does not make such access unsafe to the public or the construction of the Baptist-BV-JV Property. Upon issuance of a Temporary Certificate of Occupancy for the Baptist-BV-JV Project, the portion of the Easement Area on the Baptist-BV-JV Grantor Property shall be made accessible to the public from dawn to dusk, daily, so long as construction on the Alta Property does not make such access unsafe to the public or the construction of the Alta Property. Following the issuance of a Final Certificate of Occupancy for both Projects, any doors or gates, if proposed, that physically separate the open space from the public rights-of-way shall be open and unlocked during these hours. Grantors shall be permitted to close access to the Easement Area for one day per calendar year in order to prevent a claim of dedication of land to the public. Special events for the public shall not be permitted in the Easement Area, without express written consent from both Grantors. In the event that either or both Projects do not commence construction within two (2) years of the recording of this Easement in the public records of Miami-Dade County, access to the public shall be permitted, subject to the discretion of the City Manager, and the City shall have the right to construct pedestrian and landscape improvements at its own cost and discretion.

4. Maintenance and Repair of Easement Area. Grantors or their successors and assigns, which successors and assigns may include a condominium association or master association, shall, at their sole cost and expense, maintain and keep the portions of the Easement Area on their respective properties at a standard comparable to City-owned parks and open spaces such as Ingraham Park or Merrick Park. Grantors reserve the right to preclude or limit access to the Easement Area prior to and during the maintenance and repair of the same.

5. Rights Reserved to Grantors. Except as otherwise expressly provided herein, Grantors hereby reserve the right to the full use and enjoyment of the Easement Area.

6. No Dedication. The Grantors are not dedicating any land within the Grantor Property to the City but are granting the Easement provided for herein.

7. Covenant to Run with the Land; Successors Bound. This grant on the part of Grantors shall constitute both a covenant and a condition running with the land and shall be recorded, at Grantor's expense, in the Public Records of Miami-Dade County, Florida and shall remain in force unless and until the same is released or modified in writing as provided in paragraph 9, below. These restrictions during their lifetime shall be for the benefit of, and shall constitute a limitation upon, all present and future owners or tenants of the Easement Area and for the benefit of the residents of the City.

8. Modification; Amendment; Release. This Easement may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner of the Alta Grantor Property and the Baptist-BV-JV Grantor Property, provided however that if either has been submitted to condominium form of ownership or another form of collective ownership, then only the condominium association or other property owner association managing the common elements shall be required to execute the instrument. Any modification, amendment, or release must also be approved in writing by the City Manager or his/her designee, and the City Attorney as to legal form and correctness; provided, however the assignment of this Easement to a subsequent owner or association shall not require the approval of the City.

9. Enforcement. Enforcement shall be by action at law or in equity against any parties or person violating, or attempting to violate, any covenants, either to restrain violations or to recover damages.

10. Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising same from exercising such other additional rights, remedies or privileges.

11. Severability. The invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

12. Captions. The captions, headings and titles in this agreement are solely for convenience of reference and shall not affect its interpretation.

13. Construction. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, or neuter, singular or plural, as the identity of the party or parties may require.

14. Choice of Law; Venue. This Easement shall be governed by and construed in accordance with the laws of the State of Florida. In the event litigation arises between the parties in connection with any of the terms of this Easement, exclusive venue shall lie in the appropriate State court in Miami-Dade County, Florida.

15. Exercise of Rights. Notwithstanding anything herein to the contrary, any rights granted to the City shall be exercised so as to avoid and/or minimize interference with the use and operation of the Alta Grantor Property and the Baptist-BV-JV Grantor Property.

16. Notices. All notices hereunder shall be in writing and hand delivered sent: (i) by certified mail, return receipt requested with proper postage affixed, by hand delivery; or sent by overnight deliver via a nationally recognized delivery service (e.g. Federal Express) which requires a signature for delivery; to the addresses below:

If to Alta Grantor:	Alta Developers LLC Attention: Mr. Henry Pino 2950 SW 27 th Avenue, Suite 220 Miami, Florida 33133
With a copy to:	Mario Garcia-Serra, Esq. Gunster 600 Brickell Avenue, Suite 3500 Miami, Florida 33131
If to Baptist-BV-JV Grantor:	Kathleen S. Moorman Corporate Vice-President Real Estate Baptist Health Enterprises 6855 Red Road, Suite 600 Coral Gables, Florida 33143

With a copy to:	Mario Garcia-Serra, Esq. Gunster 600 Brickell Avenue, Suite 3500 Miami, Florida 33131
If to City:	City Manager City of Coral Gables 405 Biltmore Way, First Floor Coral Gables, Florida 33134
With a copy to:	City Attorney City of Coral Gables 405 Biltmore Way, Second Floor Coral Gables, Florida 33134

Each such notice shall be deemed delivered: (1) on the date delivered if by personal delivery; (2) if mailed, on the date upon which the return receipt is signed or delivery is refused, as the case may be; and (3) one day after mailing by any form of overnight mail service.

Each party **may** change the address for service of notice upon it by a notice in writing to the other parties hereto. If the either the Alta Grantor Property or the Baptist-BV-JV Grantor Property has been submitted to condominium form of ownership or another form of collective ownership, then it shall notify each party by notice in writing to other parties hereto of such change and the address for service of notice to such party.

17. Effective Date. This Easement shall be effective on the date of its recordation in the Public Records of Miami-Dade County, Florida (the later of such dates being the “Effective Date”), which shall take place within 30 days of the First Project Approval.

18. Grantor. The term “Grantor” shall include the Grantor and Grantor’s heirs, successors and assigns, which may include a condominium or other association for the Grantor Property.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

ALTA GRANTOR:

ALTA DEVELOPERS LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
Commission No.
Expires:

IN WITNESS WHEREOF, Grantor has executed this Easement as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: _____

Print Name: _____

BAPTIST-BV-JV GRANTOR:

_____, a _____ company

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)
)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
Commission No.
Expires:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Miriam S. Ramos, City Attorney
Cristina Suarez, Deputy City Attorney

JOINDER BY MORTGAGE HOLDER(S)

By Signing below the Undersigned Mortgage Holder(s) hereby join in, agree to, and accept the terms of this **GRANT OF PUBLIC ACCESS TO OPEN SPACE EASEMENT**.

AS TO MORTGAGE HOLDER(S):

Signature

Signature

Printed Name & Title

Print Name & Title

Name of Institution

Name of Institution

NOTARIZATION AS TO MORTGAGE HOLDER(S)' EXECUTION

STATE OF
FLORIDA) COUNTY OF
MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, in the year 20_____, by _____, who is/are personally known to me or has produced a _____ as identification.

My Commission Expires:

NOTARY PUBLIC, State of Florida

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

Miriam Soler Ramos, City
Attorney Cristina M. Suárez, Deputy
City Attorney

Stephanie Throckmorton, Assistant City
Attorney Gustavo J. Ceballos, Assistant City
Attorney

DRAFT

EXHIBIT "A"
Alta Property

LEGAL DESCRIPTION

LOTS 1 THROUGH 11, INCLUSIVE, LESS THE SOUTH 7.5 FEET THEREOF, AND LOTS 32 THROUGH 42, INCLUSIVE, LESS THE SOUTH 7.5 FEET THEREOF, BLOCK 3, "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.

TOGETHER WITH:

THAT PORTION OF THE 30 FOOT PLATTED ALLEY LYING NORTH OF THE NORTH LINE OF THE SOUTH 7.5 FEET OF SAID LOT 11 PROJECTED WESTERLY AND SOUTH OF THE NORTH LINE OF SAID BLOCK 3.

DRAFT

EXHIBIT "B"
Baptist-BV-JV Property

LOTS 12 TO 31, BLOCK 3, AND THE SOUTH 7.5 FEET OF LOTS 11 AND 32, BLOCK 3 "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF THE 30 FOOT PLATTED ALLEY LYING SOUTH OF THE NORTH LINE OF THE SOUTH 7.5 FEET OF SAID LOT 11 PROJECTED WESTERLY AND NORTH OF THE SOUTH LINE OF SAID BLOCK 3.

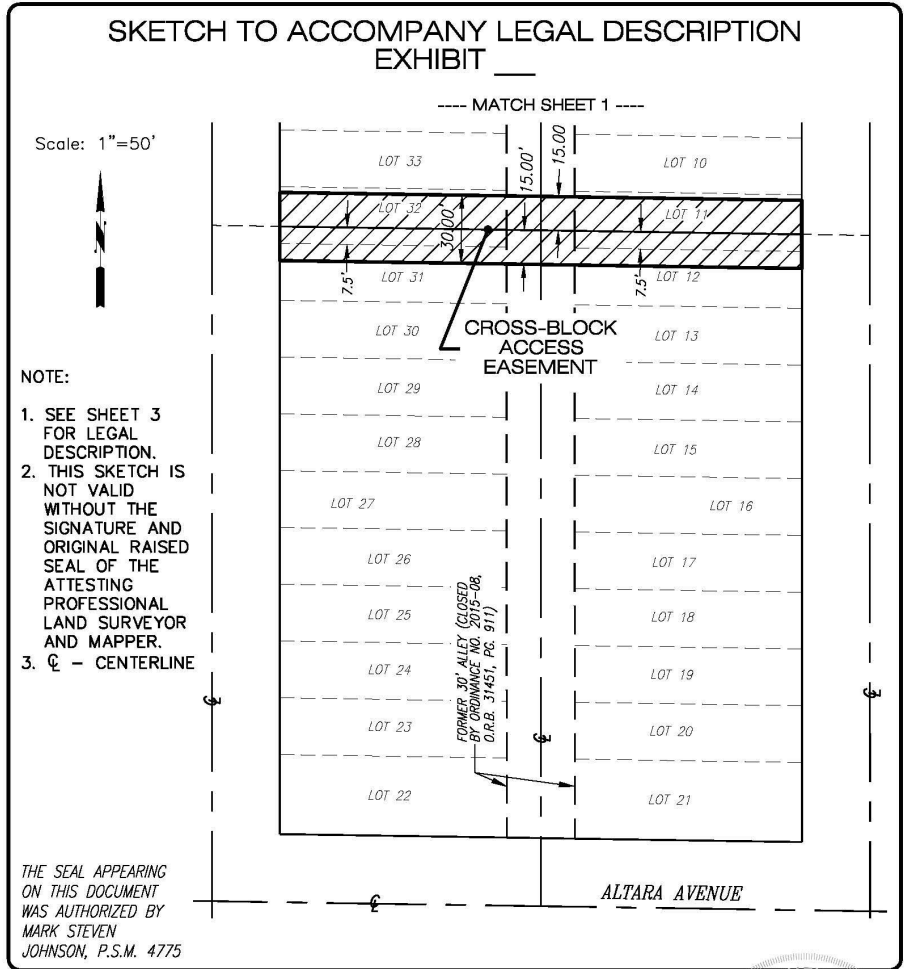
SAID LANDS ALSO KNOWN AS:

A PORTION OF BLOCK 3 AND THE FORMER 30 FOOT PLATTED ALLEY LYING WITH SAID BLOCK 3, "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

BEGIN AT THE SOUTHWEST CORNER OF LOT 22, OF SAID BLOCK 3; THENCE RUN ALONG THE WESTERLY BOUNDARY LINE OF SAID BLOCK 3 NORTH 00°00'02" WEST FOR A DISTANCE OF 267.54 FEET TO A POINT; THENCE RUN ALONG A LINE 7.5 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID LOTS 11 AND 32, BLOCK 3, SOUTH 89°07'43" EAST FOR A DISTANCE OF 230.00 FEET (230.13 FEET AS MEASURED) TO A POINT; THENCE RUN ALONG THE EASTERLY BOUNDARY LINE OF SAID BLOCK 3 SOUTH 00°00'26" EAST FOR A DISTANCE OF 267.57 FEET TO A POINT; THENCE RUN ALONG THE SOUTHERLY BOUNDARY LINE OF SAID BLOCK 3 NORTH 89°07'15" WEST FOR A DISTANCE OF 230.00 FEET (230.16 FEET AS MEASURED) TO THE POINT OF BEGINNING.

DRAFT

EXHIBIT "C"
Easement Area



	SCHWEBKE SHISKIN + ASSOCIATES LAND SURVEYORS • ENGINEERS • LAND PLANNERS 3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 DAE:(305) 652-7010 BROWARD:(954) 435-7010 FAX:(305) 652-8255	PREPARED UNDER MY SUPERVISION:
	THIS IS <u>NOT</u> A "LAND SURVEY." SHEET <u>2</u> OF <u>3</u> SHEET(S)	ORDER NO.: <u>211500</u> DATE: <u>02-06-2020</u> F.B.: <u>N.A.</u>

K:\205441\CORAL GABLES INDUSTRIAL SECTION\SKETCH LEGAL\CROSS BLOCK ACCESS ESMTS 20200206.dwg

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
EXHIBIT ___

CROSS-BLOCK ACCESS EASEMENT

LEGAL DESCRIPTION:

THE NORTH 15.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOTS 12 TO 31, BLOCK 3, AND THE SOUTH 7.5 FEET OF LOTS 11 AND 32, BLOCK 3 "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PORTION OF THE 30 FOOT PLATTED ALLEY LYING SOUTH OF THE NORTH LINE OF THE SOUTH 7.5 FEET OF SAID LOT 11 PROJECTED WESTERLY AND NORTH OF THE SOUTH LINE OF SAID BLOCK 3.

SAID LANDS ALSO KNOWN AS:

A PORTION OF BLOCK 3 AND THE FORMER 30 FOOT PLATTED ALLEY LYING WITH SAID BLOCK 3, "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

BEGIN AT THE SOUTHWEST CORNER OF LOT 22, OF SAID BLOCK 3; THENCE RUN ALONG THE WESTERLY BOUNDARY LINE OF SAID BLOCK 3 NORTH 00°00'02" WEST FOR A DISTANCE OF 267.54 FEET TO A POINT; THENCE RUN ALONG A LINE 7.5 FEET NORTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID LOTS 11 AND 32, BLOCK 3, SOUTH 89°07'43" EAST FOR A DISTANCE OF 230.00 FEET (230.13 FEET AS MEASURED) TO A POINT; THENCE RUN ALONG THE EASTERLY BOUNDARY LINE OF SAID BLOCK 3 SOUTH 00°00'26" EAST FOR A DISTANCE OF 267.57 FEET TO A POINT; THENCE RUN ALONG THE SOUTHERLY BOUNDARY LINE OF SAID BLOCK 3 NORTH 89°07'15" WEST FOR A DISTANCE OF 230.00 FEET (230.16 FEET AS MEASURED) TO THE POINT OF BEGINNING.

TOGETHER WITH:

THE SOUTH 15.00 FEET OF THE FOLLOWING DESCRIBED PARCEL OF LAND:

LOTS 1 THROUGH 11, INCLUSIVE, LESS THE SOUTH 7.5 FEET THEREOF, AND LOTS 32 THROUGH 42, INCLUSIVE, LESS THE SOUTH 7.5 FEET THEREOF, BLOCK 3, "CORAL GABLES INDUSTRIAL SECTION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGE 22, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY FLORIDA.

TOGETHER WITH:

THAT PORTION OF THE 30 FOOT PLATTED ALLEY LYING NORTH OF THE NORTH LINE OF THE SOUTH 7.5 FEET OF SAID LOT 11 PROJECTED WESTERLY AND SOUTH OF THE NORTH LINE OF SAID BLOCK 3.

NOTE:

1. SEE SHEETS 1 AND 2 FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION.
2. ☉ - CENTERLINE

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M., 4775



SCHWEBKE SHISKIN + ASSOCIATES

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 DADE:(305) 652-7010 BROWARD:(954) 435-7010 FALM:(305) 652-8267

THIS IS NOT A "LAND SURVEY."

ORDER NO.: 211500

PREPARED UNDER MY SUPERVISION:

DATE: 02-06-2020

Mark Steven Johnson

SHEET 3 OF 3 SHEET(S)

F.B.: N.A.

MARK STEVEN JOHNSON, PRINCIPAL SURVEYOR AND MAPPER
FLORIDA PROF. LAND SURVEYOR NO. 4775