

This Instrument Was Prepared By and Return to:  
**Jorge Gomez, Public Works Director**  
**City of Doral Public Works Department**  
8401 NW 53rd Terrace  
Doral, Florida 33166

Folio:

**GRANT OF EASEMENT FOR UTILITY FACILITIES**

**Parcel No.**

**This Grant of Easement** (the “**Easement**”) for the construction, placement, installation, operation, maintenance, repair, replacement, improvement, removal and inspection of fiber optic cables and related facilities is made this 21 day of NOVEMBER, 2017 by , **CITY OF DORAL**, a Florida Municipal Corporation (hereinafter the “**Grantor**”), the address of which is 8401 NW 53 Terrace, Doral, Florida 33166 to and in favor of AT&T (hereinafter the “**Grantee**”), the principal address of which is 9101 SW 24 Street, Miami, Florida 33165. The Grantor and Grantee are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

**WITNESSETH**

WHEREAS, Grantor is the owner of that certain real property located in the City of Doral, Miami-Dade County, Florida, legally described on Exhibit “A”, attached hereto and made a material part hereof (the “**Easement Parcel**”); and

WHEREAS, Grantor desires to grant to Grantee for the use by the general public, an easement on, over and under the Easement Parcel for the construction, placement, installation, operation, maintenance, repair, replacement, improvement, removal and inspection of fiber optic cables and related facilities (the “Easement”); and

WHEREAS, Grantor desires to obtain from the Grantee, the Easement.

NOW THEREFORE, for and in consideration of the sum of Ten and 00/100 Dollars and No Cents (\$10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which Grantor hereby acknowledges, Grantor agrees as follows:

1. Recitals. The foregoing Recitals are true and correct and are hereby incorporated into this Easement.
2. Grant of Easement. Grantor does hereby grant, bargain and convey to Grantee, its successors and assigns forever, an Easement for fiber optic cables and related facilities

purposes, including any and all appurtenances and related uses pertaining thereto, over, on, upon, across, under and through the Easement Parcel.

3. Title. Grantor does hereby warrant that it has title to the above described property, that it has full power and authority to grant this Easement, and that it will defend title to said land against the lawful claims of all persons whomsoever, claiming by, through or under it.

4. Term. This Grant of Easement shall be in effect for a term of thirty (30) years, commencing on the effective date hereof, and shall renew automatically for successive ten (10) year period(s), unless terminated sooner by either Party as provided for herein. The effective date of this Easement shall be the date on which all Parties hereto fully execute it ("Effective Date"). The Parties further understand and agree that this Easement is subject to automatic reversion to Grantor in accordance with terms and conditions hereof, including but not limited to, in the event of expiration, abandonment, termination, cancellation, unauthorized assignment or material default.

5. Work to be Performed. As a condition of this Easement, Grantee hereby covenants and agrees that it shall perform any and all work necessary to facilitate the placement of the fiber optic cables and related facilities within the Easement Area, including, but not limited to, design, permitting, installation and construction at its sole cost and expense. All work taking place within the Easement Area shall be done by duly-licensed and insured contractors, pursuant to all required permits from all applicable jurisdictional agencies.

6. Use of Easement.

- (a) Grantee shall have the right to do all things reasonably necessary for the purposes outlined in Section 2 of this Grant of Easement. Grantee's uses that exceed the Easement Parcel for construction, placement and maintenance of the fiber optic cables and related facilities shall be subject to Grantor's approval, which shall not be unreasonably withheld.
- (b) Grantee agrees to maintain the Easement Parcel and the improvements thereon in good repair, ordinary wear and tear excepted, and shall provide such maintenance of the grass and other landscaping located on the Easement Parcel that is routinely provided by the Grantee in the right-of-way in the City of Doral.

7. Covenants of Grantor. Grantor hereby warrants and covenants (a) that Grantor is the owner of fee simple title to the property in which the Easement Parcel is located, (b) that Grantor has full right and lawful authority to grant and convey this Easement to Grantee, and (c) that Grantee shall have quiet and peaceful possession, use and enjoyment of this Easement.

8. Remedies for Breach. Grantor and/or Grantee shall each have the right to enforce the terms of this Easement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida, including without limitation, the right to sue for damages for breach or for injunction or specific performance, following thirty (30) days written notice and the opportunity to cure within that period. Subject to the provisions hereinafter set forth in Section 3 & 7, in the event that it is necessary for either Grantor and/or Grantee to file suit in order to enforce the terms hereof, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants,

and including fees and expenses charged for representation at both the trial and appellate levels. In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

9. Indemnification. Subject to the limitations set forth in Section 768.28, Florida Statutes, Grantee shall indemnify and hold Grantor, its successors or assigns, harmless against any injuries, damage or claims which may arise from Grantee's use, or the use by permitted invitee, of the Easement Parcel, except to the extent arising from Grantor's negligence or willful misconduct.

10. Third Party Beneficiaries. This Easement is solely for the benefit of the Grantor and the Grantee and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement. Nothing in this Easement, either expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Grantor and the Grantee any right, remedy or claim under or by reason of this Easement or any of the provisions or conditions thereof; and all of its provisions, representations and conditions shall inure to the sole benefit of, and shall be binding upon, the Grantor and the Grantee, and their respective legal representatives, successors and assigns.

11. Joint Preparation. Grantor and Grantee participated fully in the preparation of this instrument and received the advice of their respective legal counsels; consequently, in case of a dispute concerning the interpretation of any provision hereof, this Easement will not be interpreted or construed against any party.

12. Covenant Running with the Land. This Easement and all conditions and covenants set forth herein are intended and shall be construed as covenants running with the land, binding upon and insuring to the benefit of Grantor or Grantee, as the case may be, and their respective heirs, successors and/or assigns, including without limitation, all subsequent owners of the Easement Parcel and all persons claiming by, through and under them.


13. Recordation; Entire Agreement; Time; Waiver. This Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, and constitutes the entire agreement between the parties hereto and relative to the Easement, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. All amendments, modifications, changes, alterations and supplements to this Agreement must be in writing and executed by both Grantor and Grantee in order to be deemed valid and enforceable. Time is of the essence, and no extension of time shall be deemed granted unless made in writing and executed by both Grantor and Grantee. If Grantor fails or elects to not enforce Grantee's breach of any term, condition or provision of this Agreement, then Grantor's failure or election to not enforce Grantee's breach shall not be deemed a waiver of Grantor's right to enforce one or more subsequent breaches of the same or any other term, condition or provision of this Agreement.

14. Notices. All notices associated with and related to this Agreement shall be deemed to have been served upon the date and time received by Grantor or Grantee at the addresses set forth in the Preamble by: government postal service, private delivery service or by electronic mail. Either party may, at any time, designate in writing a substitute address for the address first written above, and thereafter notices shall be directed to such substituted address.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, Grantor has executed and delivered this Grant of Easement on the day and year written in the first paragraph.

GRANTOR:



\_\_\_\_\_  
• (EDWARD)

Print Name: EDUARDO A. ROJAS

Its: CFI

Lourdes Lopez

\_\_\_\_\_  
Witness  
Print Name: Lourdes Lopez

Jennifer Laffin

\_\_\_\_\_  
Witness  
Print Name: Jennifer Laffin

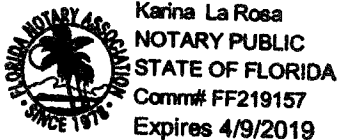
STATE OF FLORIDA )  
 ) :SS  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 21 day of November 2017, by Edward Rojas, on behalf of Grantor, who took an oath, and who is:

PERSONALLY KNOWN TO ME -OR-  
 PRODUCED THE FOLLOWING ID: \_\_\_\_\_  
ID NO.: \_\_\_\_\_

Karina La Rosa


\_\_\_\_\_  
NOTARY PUBLIC  
Print or Stamp Below Notary's Name:  
Print or Stamp Below Commission No.:  
Print or Stamp Below Commission Expires:  
(NOTARY STAMP/SEAL BELOW)



ATTEST:

By:   
\_\_\_\_\_  
Connie Diaz, CMC, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE CITY OF DORAL

By:   
\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, PL  
City Attorney

AT&T

By:   
\_\_\_\_\_  
Manuel Rodriguez, AT&T Area Manager OSP Planning & Engineering Design  
Construction & Engineering – Southeast Region

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
for  
City of Doral  
prepared by:



**HADONNE**

LAND SURVEYOR AND MAPPERS  
3D LASER SCANNING  
UTILITY COORDINATION  
SUBSURFACE UTILITY ENGINEERING

**EXHIBIT "A"**

**LEGAL DESCRIPTION:**

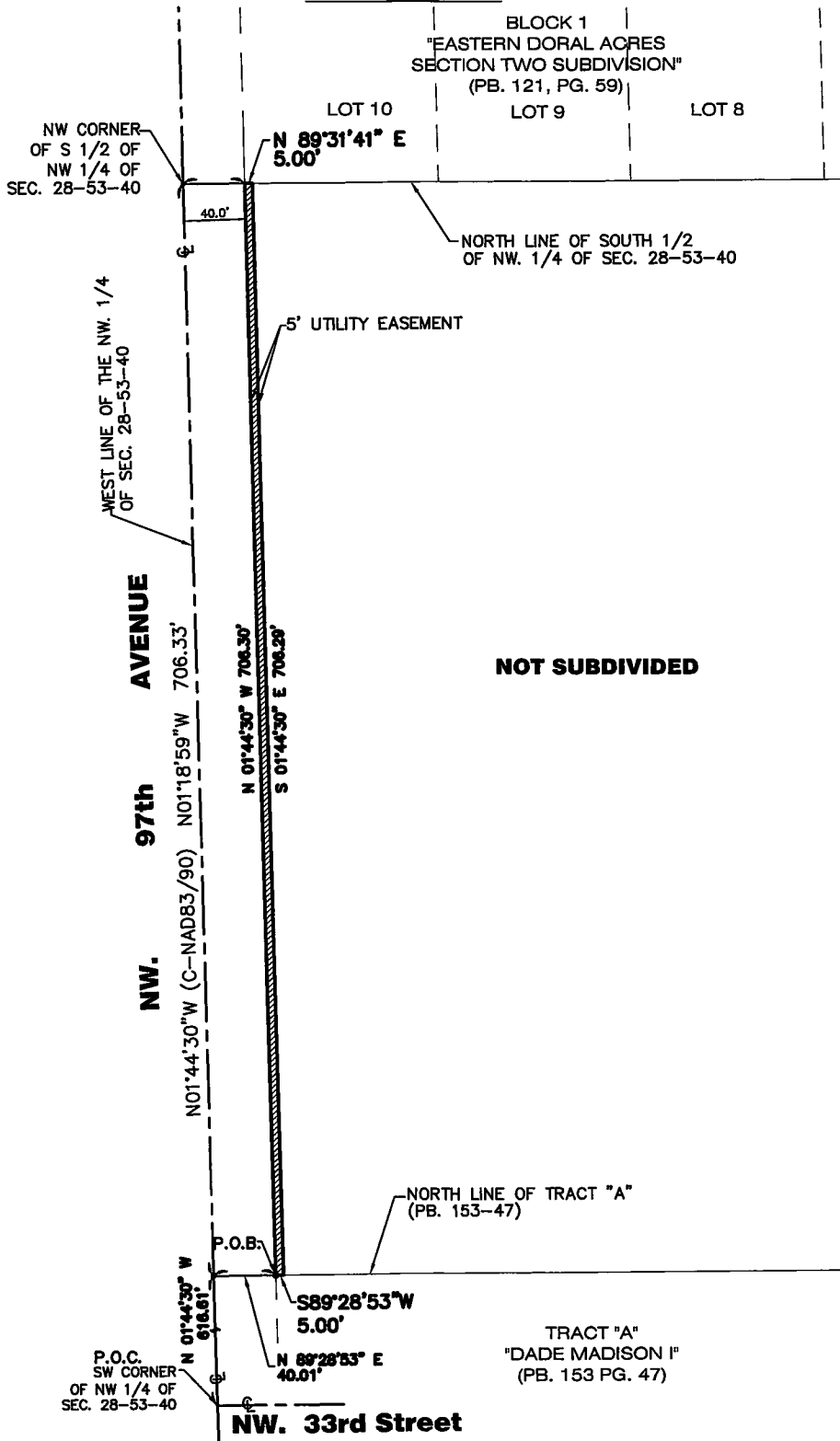
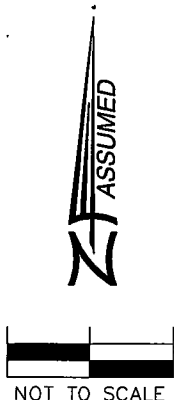
A Portion of land lying and being in Section 28, Township 53 South, Range 40 East of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the said Northeast 1/4 of Section 28; thence N 01°44'30" W for 616.61 feet; thence N 89°28'53" E for 40.01 feet to the Point of Beginning of the hereinafter described parcel; thence N 01°44'30" W for 706.30 feet; thence N 89°31'41" E for 5.00 feet; thence S 01°44'30" E for 706.29 feet; thence S 89°28'53" W for 5.00 feet to the Point of Beginning.

Containing 3,531 square feet more or less by calculation.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

for  
City of Doral  
prepared by:  
**EXHIBIT "A"**



**LEGEND**

- |      |   |               |        |   |                       |
|------|---|---------------|--------|---|-----------------------|
| P.B. | = | PLAT BOOK     | (C)    | = | CALCULATED DISTANCE   |
| PG.  | = | PAGE          | (M)    | = | MEASURED DISTANCE     |
| SEC. | = | SECTION       | P.O.C. | = | POINT OF COMMENCEMENT |
| R/W  | = | RIGHT OF WAY  | P.O.B. | = | POINT OF BEGINNING    |
| ℙ    | = | PROPERTY LINE |        |   |                       |

SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
for  
City of Doral  
prepared by:

**EXHIBIT "A"**

**SOURCES OF DATA:**

The Legal Description was generated from the Plat of "DADE MADISON I" as recorded in Plat Book 153, at Page 47 of the public records of Miami-Dade County, Florida.

Bearings as shown hereon are based upon the Center Line of NW 97th Avenue, with an assumed bearing of N 01°18'59" W.

**EASEMENTS AND ENCUMBRANCES:**

No information was provided as to the existence of any easements other than what appears on the underlying Plat of record. Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

**LIMITATIONS:**

Since no other information other than what is cited in the Sources of Data were furnished, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear. This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

**SURVEYOR'S CERTIFICATE:**

I hereby certify: That this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

By: RAI Date: 11-02-2017

Raul Izquierdo, P.S.M.  
For The Firm  
Professional Surveyor and Mapper LS6099  
HADONNE CORP.  
Land Surveyors and Mappers  
Certificate of Authorization LB7097  
1985 NW 88 Court, Suite 201  
Doral, Florida 33172  
305.266.1188 phone  
305.207.6845 fax

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 61G17-6 of the Florida Administrative Code.



**AFFIDAVIT OF ATTORNEY**

State of Florida  
County of Miami-Dade

Before me, the undersigned authority, personally appeared **DANIEL A. ESPINO** (“Affiant”), of the Law Firm of **WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.**, a **Florida Professional Limited Liability Company**, who being first duly sworn upon oath, deposes and says that:

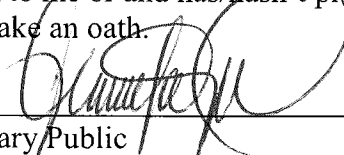
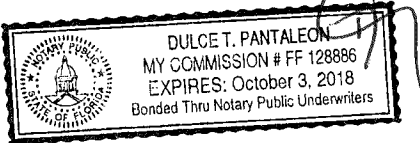
1. Affiant is an attorney licensed to practice law in the State of Florida and is a member in good standing with the Florida Bar, and is a partner, shareholder, and/or member associate of the Law Firm of **WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.**
2. On **August 2, 2016**, Affiant issued an Opinion of Title (“the Opinion”) to Miami-Dade County, Florida, and the Miami-Dade Water and Sewer Department (“WASD”), a copy of which is attached hereto as **Exhibit “A.”**
3. In addition to the Opinion, the Lessee in Possession identified therein provided WASD with a Gap Affidavit, a copy of which is attached hereto as **“Exhibit B”**, stating that there were no changes in the status of title to the property legally described therein (the “Property”), from the period covered in the Opinion through the date of the Gap Affidavit.
4. Based on the Opinion, the Gap Affidavit, my review of the property history and title search, and my knowledge based on my discussions with the Lessee in Possession, the Affiant hereby certifies that there are no liens, encumbrances or other exceptions affecting the Property other than those described in the Opinion and Gap Affidavit, and, in the event of a Company Owner, that **EDWARD A. ROJAS as CITY MANAGER of the CITY OF DORAL**, is authorized to execute the Gap Affidavit on behalf of the Company.



**Daniel A. Espino, Esq.**  
**WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.**  
**2525 Ponce De Leon Boulevard, 7<sup>th</sup> Floor**  
**Coral Gables, FL 33134**  
**Florida Bar No.: 55763**

The foregoing instrument was acknowledged before me this 1 day of **November, 2017**, by **DANIEL A. ESPINO**, who is personally known to me or and has/hasn't produced \_\_\_\_\_ as identification and did/did not take an oath.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public

# **EXHIBIT A**

**Opinion of Title  
Issued August 2, 2016**

**MIAMI-DADE COUNTY  
MIAMI-DADE WATER AND SEWER DEPARTMENT  
OPINION OF TITLE**

**To: MIAMI DADE COUNTY, a political subdivision of the State of Florida**

With the understanding that this opinion of title is furnished to MIAMI-DADE COUNTY, FLORIDA, as an inducement for execution of an agreement covering the real property hereinafter described or for acceptance of a warranty deed, easement, covenant or unity of title, as applicable, it is hereby certified that I have examined the National Title and Abstract Company Title Search Report for the City of Doral Police Substation Facility (the "Property") and covering the period of time from the beginning to the 15<sup>th</sup> day of July, 2016, at 11:00 P.M, inclusive, of the following described property:

**See Attached Exhibit "A"**

A search of the Miami Dade County Official Records and Property Appraiser Records and certain City of Doral Municipal Records concerning the City of Doral Police Substation Facilitated located at 3719 NW 97<sup>th</sup> Avenue, Doral, FL 33178, and having the following folio number: 35-3028-000-0010.

Basing my opinion on said compete abstract or title policy covering said period, I am of the opinion that on the last mentioned date the fee simple title to the above-described real property was vested in:

**Trust of the Internal Improvement Fund of the State of Florida, with leasehold estate vested in the City of Doral, which is in possession, with a term running through December 22, 2058.**

Subject to the following encumbrances, liens and other exceptions:

**GENERAL EXCEPTIONS**

1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid or are not applicable.
2. Rights of persons other than the above owners and/or lessee, who are in possession, if any.
3. Facts that would be disclosed upon accurate survey.
4. Any unrecorded labor, mechanics, or materialmen's liens.
5. Zoning and other restrictions imposed by government authority.

**SPECIAL EXCEPTIONS:**

No special exceptions exists

Special exceptions (See Attached Exhibit "B")

None of the exceptions listed above will restrict the use of the Property for the purposes set forth in the water and sewer agreement, assignment, warranty deed, covenant and/or unity of title, as applicable.

Opinion of Title  
Page 2

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

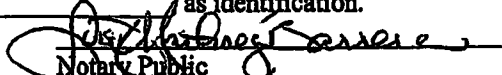
Respectfully submitted this 2nd day of August, 2016.



Daniel A. Espino, Esq.  
Weiss Serota Helfman Cole & Bierman, PL  
City Attorney, City of Doral  
2525 Ponce De Leon Boulevard, 7<sup>th</sup> Floor  
Coral Gables, FL 33134  
Florida Bar No. 55763

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 2nd day of August, 2016, by Daniel A. Espino, who is personally known to me or has produced \_\_\_\_\_ as identification.

  
Notary Public  
Lusy Martinez Barrera  
Print Name

My Commission Expires:



**Opinion of Title  
Page 3**

**Exhibit "A"  
Legal Description**

**A parcel of land lying in Section 28 Township 53 South, Range 40 East in Miami-Dade County, Florida, more particularly described as follows:**

**The South ½ of the Northwest ¼ and the North 50 feet of the South ½ of the Southeast ¼ of Section 28, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, LESS the West 1735.41 feet and LESS the East 55 feet of the South ½ of the Southeast ¼, and LESS and EXCEPT the following described portion of the South ½ of the Northwest ¼, to wit:**

**Commence at the Southwest corner of said Section 28, thence run North 01°44'54" West for 2632.94 feet; thence North 89°29'09" East for 657.70 feet to the POINT OF BEGINNING: Thence continue NORTH 89°29'09" East for 48.90 feet; thence run North 01°43'54" West for 616.61 feet; thence run South 89°29'09" West fir 48.90 feet; thence run South 01°43'54 East for 616.61 feet to the POINT OF BEGINNING.**

**Opinion of Title**  
**Page 4**

**Exhibit "B"**  
**Special Exemptions**

1. **Amendment Number Two to Lease Number 4602 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the City of Doral, a Florida municipal corporation, dated October 10, 2012, filed November 21, 2012, and recorded in O.R. Book 28367, Page 2934.**
2. **Agreement for Water and Sanitary Swage Facilities between Miami-Dade County and the City of Doral, dated February 2, 2011, and recorded on February 2, 2011, in O.R. Book 27578, Page 2607. (Re: Leasehold parcel in The South ½ of Section 28)**
3. **Easement granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, to Miami-Dade County, dated June 21, 2010, filed June 25, 2010, and recorded in O.R. Book 27466, Page 2538.**
4. **Easement granted by the Board of Trustees of the Internal Improvement Fund of the State of Florida, to Florida Power and Light Company, dated July 30, 2010, filed September 27, 2010, and recorded in 27433, Page 4539.**
5. **Lease Agreement Lease No. 4602 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the City of Doral, dated December 23, 2008, filed February 11, 2009, and recorded in O.R. Book 26749, Page 47.**
6. **Lease Agreement Lease No. 4602 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the City of Doral, dated December 23, 2008, filed February 11, 2009, and recorded in O.R. Book 26749, Page 20.**
7. **Lease Agreement Lease No. 4602 between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, and the City of Doral, dated December 23, 2008, filed February 11, 2009, and recorded in O.R. Book 26748, Page 5000.**
8. **Easement//Easement No. 31719 granted by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, to the City of Doral, dated December 9, 2008, filed January 7, 2009, and recorded in O.R. Book 26709, Page 837.**
9. **Covenant of Construction within Right of Way from Intermedia Communications of Florida, Inc. to Miami-Dade County, dated December 29, 1992, filed January 5, 1993, and recorded in O.R. Book 15770, Page 4230.**
10. **Covenant Running with the Land in Favor of Miami-Dade County, dated September 20, 1984, and filed by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida on December 12, 1984, in O.R. Book 13251, Page 3100. (Re: Portion of S ½ of NW ¼)**
11. **Shown for Reference: Miami-Dade County Resolution No. R-967-78, adopting preliminary assessments for the Costall Doral East Street Lighting Improvement Project, recorded on November 20, 1978 in O.R. Book 10220, Page 202.**
12. **Rights in Easement Deed No. 29 from Central and Southern Florida Food Control District to Dade County, dated September 8, 1959, filed October 2, 1959m and recorded in O.R. Book 1670, Page 129. (Re: North 100 feet of SE ¼ of NW ¼ + Parcel in SW ¼ of NW ¼ Section 28)**
13. **Right of Way Easement Deed No. 2226 from the Trustees of the Internal Improvement Fund of the State of Florida, to Central and Southern Florida Flood Control District, dated August 17, 1959, filed September 2, 1959, and recorded in O.R. Book 1614, Page 298. (Re: North 100 feet of SE ¼ of NW ¼ + Parcel in SW ¼ of NW ¼ Section 28)**

**EXHIBIT B**

**Gap Affidavit**

**GAP AFFIDAVIT – FOR CORPORATE OWNER(S)**

State of Florida  
County of Miami-Dade

Before me, the undersigned authority, personally appeared **EDWARD A. ROJAS**, (hereinafter, the “Affiant”) who being first duly sworn upon oath, deposes and says that:

1. Affiant is the **CITY MANAGER of the CITY OF DORAL, a Florida Municipal Corporation**, hereinafter the “Owner,” with the following address: **Government Center, 8401 NW 53<sup>rd</sup> Terrace, Doral, FL 33166.**
2. The Owner is the Lessee in Possession of the following legally described property (hereinafter, the “Property”):

A parcel of land lying in Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida, more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest  $\frac{1}{4}$  of said Section 28; thence along the West line of said Section 28, North  $01^{\circ}18'59''$  West, 616.61 feet to the Westerly projection of the South line of the lands described in Lease Number 4276 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services, State Technology Office, dated October 30, 2000; thence continue North  $01^{\circ}18'59''$  West along the West line of said Section 28, 466.69 feet to the Westerly projection of the North line of the lands described in said Lease Number 4276 and call this the POINT OF BEGINNING; thence continue North  $01^{\circ}18'59''$  West along the West line of said Section 28, 239.64 feet to the South line of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of said Section 28; thence North  $89^{\circ}57'12''$  East along the South line of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of said Section 28, 704.53 feet to the Northwest corner of the lands described as Southcom Parcel 3 in Amendment Number 1 to Lease 4489 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services dated January 8, 2007, thence South  $01^{\circ}29'09''$  East, along the West boundary of the lands described in said Amendment Number 1 to Lease Number 4489, 705.76 feet to the Northeast corner of Dade Madison 1, “Tract A” as recorded in Plat Book 153 at Page 47 of the Public Records of Miami-Dade County, Florida, thence South  $89^{\circ}54'24''$  West along the North line of said Dade Madison 1, “Tract A”, a distance of 199.91 feet to the Southeast corner of the lands described in Lease Number 4276 of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida to the State of Florida Department of Management Services, State Technology Office, dated October 30, 2000, thence North  $01^{\circ}18'59''$  West along the East line of the lands described in said Lease Number 4276, 466.69 to the Northeast corner of the lands described in said Lease Number 4276; thence South



89°54'24" West along the North line of the lands described in said Lease Number 4276, 506.69 feet to the POINT OF THE BEGINNING;

Less and except the Westerly 40.00 feet for the zoned right-of-way of 97<sup>th</sup> Avenue.

TOGETHER WITH,

A portion of land lying in the South half of the Northwest ¼ of Section 28, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest ¼ of said Section 28, thence along the west line of said Section 28, North 01°18'59" West, a distance of 616.61 feet to the POINT OF BEGINNING; thence continue along said West line North 01°18'59" West, a distance of 466.69 feet; thence North 89°54'24" East, a distance of 506.69 feet; thence South 01°18'59" East, a distance of 466.69 feet; thence South 89°54'24" West, a distance of 506.69 feet to the POINT OF BEGINNING.

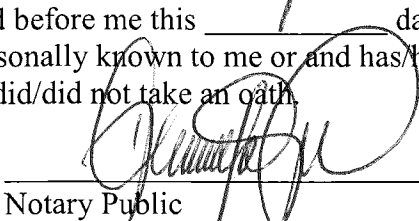
Less the westerly 40.00 feet for zoned right-of-way for 97<sup>th</sup> Avenue.

- 3. Affiant has no knowledge or belief that there have been any changes in the status of title to the Property from **July 15, 2016 at 11:00 P.M.**, inclusive, through **November 1, 2017**.
- 4. This Affidavit is provided to the Miami-Dade Water and Sewer Department and to Miami-Dade County, Florida, and may be relied upon by both said Department and said County.

  
 \_\_\_\_\_  
**EDWARD A. ROJAS**  
 Affiant's Signature

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of November, 2017, by **EDWARD A. ROJAS**, who is personally known to me or and has/hasn't produced \_\_\_\_\_ as identification and did/did not take an oath.

My Commission Expires:

  
 \_\_\_\_\_  
 Notary Public

