

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
Haydon Burns Building
605 Suwannee Street
Tallahassee, Florida**

**CAUSEWAY TOWERS, LP
f/k/a CAUSEWAY TOWERS, LLC, and
BLUE CONDOMINIUM ASSOCIATION, INC.,**

Petitioners,

vs.

**DOT CASE No.: 07-100
DOAH Case No.: 19-2744**

DEPARTMENT OF TRANSPORTATION,

Respondent.

_____ /

FINAL ORDER

On October 1, 2007, the DEPARTMENT OF TRANSPORTATION (“Department”) issued a Notice of Intent to Deny Permit Application (“NOID”) to Petitioners CAUSEWAY TOWERS, LP f/k/a CAUSEWAY TOWERS, LLC and BLUE CONDOMINIUM ASSOCIATION, INC. (“Petitioners”) regarding Petitioners’ application for a driveway connection permit (“Permit Application”) to State Road 25 (“Northeast 36th Street”) in Miami, Florida. The Permit Application sought the Department’s approval of a driveway connection located on the eastern side of real property owned by Petitioners more specifically located at 601 Northeast 36th Street, Miami, Florida 33137 (the “Property”).

On October 16, 2007, Petitioners filed a request for administrative hearing with the Department’s Clerk of Agency Proceedings concerning the NOID of the Permit Application for the Property. Pursuant to subsequent negotiations, the Department and Petitioners agreed to the location and width of the driveway location on the eastern side of Petitioners’ Property with Petitioners purchasing an access easement from the Department as well as granting a cross access

easement over a portion of the Property to the Department as an amicable resolution to this case, and entered into a Joint Stipulation of Settlement and Release on June 20, 2019.

FINDINGS OF FACT

1. Petitioners are the owners of real property located at 601 Northeast 36th Street, Miami, Florida. The Property abuts State Road 25 (“Northeast 36th Street”), which is part of the State Highway System.

2. On October 1, 2007, the Department issued a NOID of the Petitioners’ Permit Application for its eastern driveway connection from the Property to Northeast 36th Street.

3. The Petitioners filed a Petition for Formal Administrative Proceedings with the Department’s Clerk of Agency Proceedings on October 15, 2007, challenging the Department’s issuance of the NOID.

4. The Department and Petitioners entered into a Joint Stipulation of Settlement on June 20, 2019, attached hereto as Exhibit A. Specifically, the parties stipulate that they have entered into a Cross Access Easement Agreement which is recorded in the official records of Miami Dade County at O.R. Book 31532, Pages 768-779, and attached hereto as Exhibit B. The Cross Access Easement Agreement pertains to the Property’s eastern driveway connection to Northeast 36th Street in Miami, Florida. It encumbers a portion of real property owned by the Department that abuts the eastern boundary of Petitioners’ Property and over which Petitioners’ eastern driveway connection was partially located. As consideration for the easement interest in the Department’s property granted through the Cross Access Easement Agreement, the Petitioners have paid the Department the sum of \$15,000.00. Additionally, the Cross Access Easement Agreement conveys an access easement to the Department over a portion of the eastern driveway located on Petitioners’ Property.

5. By entering into the Joint Stipulation of Settlement, the parties have now entered into a full and final compromise and settlement of all issues now pending in this case and in any related matters, and each party agrees to release the other party from all claims, demands, and causes of action that would arise from the matters set forth in any pleadings filed in Department Case No. 07-100.

CONCLUSIONS OF LAW

6. The Department has jurisdiction over the subject matter of and the parties to this proceeding pursuant to Chapters 120 and 335, Florida Statutes.

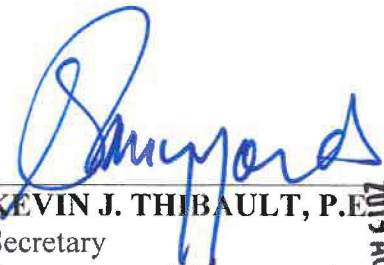
ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is hereby

ORDERED that the attached Joint Stipulation of Settlement is approved and adopted as if fully set forth herein. It is further

ORDERED that the Petition for Formal Administrative Proceedings filed by Petitioners in this matter is dismissed.

DONE and **ORDERED** this 8th day of August 2019.

for 
KEVIN J. THIBAUT, P.E.
Secretary
Department of Transportation
Haydon Burns Building
605 Suwannee Street
Tallahassee, Florida 32399-0400
FILED D.O.T. OLEBK
2019 AUG -8 AM 7:49

Copies furnished to:

GEORGE S. REYNOLDS IV, Esq.

Assistant General Counsel
Office of General Counsel
Florida Department of Transportation
605 Suwannee Street, MS-58
Tallahassee, Florida 32399-0458

JACK CONRAD

Blue Condominium Association
601 Northeast 36th Street
Miami, Florida 33137

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Tallahassee, Florida 32301

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAUT, P.E.
SECRETARY

DELEGATION OF AUTHORITY

I, Kevin J. Thibault, P.E., Secretary of the Florida Department of Transportation, delegate to Tom Byron, P.E. as the Assistant Secretary for Strategic Development and Courtney Drummond, P.E. as the Assistant Secretary for Engineering and Operations, and Stacy Miller, P.E., as the Assistant Secretary for Finance and Administration, the authority and responsibility to take action on my behalf at anytime during my absence from the Department headquarters in Tallahassee. I also rescind any prior delegations to the contrary.

A handwritten signature in blue ink, appearing to read "K. Thibault", is written over a horizontal line.

Kevin J. Thibault, P.E., Secretary
Florida Department of Transportation

A handwritten date "4/24/2019" in blue ink is written over a horizontal line.

Date

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
Haydon Burns Building
605 Suwannee Street
Tallahassee, Florida**

**CAUSEWAY TOWERS, LP
f/k/a CAUSEWAY TOWERS, LLC, and
BLUE CONDOMINIUM ASSOCIATION, INC.,**

Petitioners,

vs.

DOT CASE No.: 07-100

DEPARTMENT OF TRANSPORTATION,

Respondent.

JOINT STIPULATION OF SETTLEMENT AND RELEASE

Petitioners, BLUE CONDOMINIUM ASSOCIATION, INC. (the "Association"), and Respondent, DEPARTMENT OF TRANSPORTATION (the "Department"), collectively the "Parties", hereby enter into a Joint Stipulation of Settlement and Release (the "Stipulation of Settlement") for the purpose of resolving the issues in the above-captioned proceeding.

WHEREAS, on August 16, 2007, the Department issued a Notice of Intent to Deny State Highway Access Permit (the "NOI") for permit application number 2005 A 690-36 to the Association for N.E. 7th Avenue, an access road in Miami-Dade County that runs from NE 36th Street, Miami, Florida, and terminates at a wall along Interstate 195 (the "Access Road"); and

WHEREAS, on October 16, 2007, the Association filed a Petition for Formal Administrative Proceedings (the "Petition") with the Department's Agency Clerk challenging the NOI. The Petition was assigned Department Case No. 07-100; and

WHEREAS, on February 22, 2008, the Department referred the Association's Petition to the Division of Administrative Hearings ("DOAH") for an administrative hearing. The Petition was assigned DOAH Case No. 08-0954; and

WHEREAS, the Association and the Department filed a Joint Motion for Continuance or in the Alternative to Remand to the Department, which DOAH granted on May 7, 2008, remanding the case to the Department and closing out DOAH case file with leave for either Party to request DOAH re-open the case if the Parties could not reach a settlement; and

WHEREAS, the Parties have engaged in subsequent negotiations and now desire to avoid the expense, inconvenience, and uncertainty of continued administrative litigation, and instead desire to resolve and settle the claims and disputes among them related to the Permit Application and NOI; and

WHEREAS, the Parties agree to enter a Cross Access Easement Agreement for the Access Road as an amicable resolution to this matter.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES:

1. The Petition filed by the Association on October 16, 2017, in Department Case No. 07-100, is hereby dismissed.

2. The NOI issued by the Department on August 30, 2017, addressing the Petitioner's permit application for the Access Road, is hereby withdrawn.

3. In settlement hereof, the Parties agree to enter into the Cross Access Easement Agreement, a copy of which is attached hereto as Exhibit "A" (the "Easement Agreement"), for the Access Road.

4. Within ten (10) business days of the effective date of this Stipulation of Settlement, the Association shall pay the Department the amount of \$15,000.00 (Fifteen

Thousand and 00/100 dollars) as payment for the Easement Agreement. Within ten (10) business days of the Department's receipt of the payment from the Association, the Parties shall execute the Easement Agreement. Following execution of the Easement Agreement by the Parties, the Department shall record the Easement Agreement in the Public Records of Miami-Dade County, Florida.

5. This Stipulation of Settlement constitutes a full and final compromise and settlement of all issues now pending in this case and in any related matters, and each party agrees to release the other party from all claims, demands, and causes of action that would arise from the matters set forth in any pleading filed in Department Case No. 07-100.

6. Each Party will bear its own costs and attorneys' fees in this proceeding. In the event either Party brings an action to enforce any provision of this Stipulation of Settlement, each Party shall bear its own costs and attorneys' fees regardless of the outcome of the action.

7. This Stipulation of Settlement is contingent upon approval of the Secretary of the Department or the Secretary's authorized representative by the issuance of a Final Order. Until such approval is received, neither party incurs any liability or obligation whatsoever pursuant to this Stipulation of Settlement. The effective date of this Stipulation of Settlement is the date such Final Order is entered. Should this Stipulation of Settlement not be approved by the Secretary of the Department or the Secretary's designee, the Association shall have its full rights existing at the time of execution of this Stipulation of Settlement, including but not limited to the right of a formal administrative hearing in this case pursuant to Sections 120.569 and 120.57(1), Florida Statutes.

8. This Stipulation of Settlement is intended to be solely for the benefit of the Parties hereto, and their respective officers, successors, and assigns, and the provisions of this

Stipulation of Settlement are neither intended to be, nor shall they be construed to be, for the benefit of any third party.

9. This Stipulation of Settlement does not constitute an admission of liability by either Party, and shall never be treated as an admission of liability by or against either Party for any purpose.

10. Each party acknowledges participation in the negotiation of this Stipulation of Settlement and agrees that no provision of this Stipulation of Settlement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated, or drafted such provision.

11. This Stipulation of Settlement has been duly authorized and executed by both Parties and contains all essential material terms.

12. This Stipulation of Settlement constitutes a valid and legally binding obligation.

13. The Parties represent and warrant that the terms of this Stipulation of Settlement were negotiated at arm's length and this Stipulation of Settlement was prepared without fraud, duress, undue influence, or coercion of any kind exerted by either of the Parties upon the other, and that the execution and delivery of this Stipulation of Settlement is the free and voluntary act of each Party.

14. This Stipulation of Settlement may be executed by facsimile in identical counterparts, each of which shall constitute an original and all of which shall constitute one and the same Stipulation of Settlement.

15. This document and any attachments contain the complete Stipulation of Settlement between the Parties.

16. This Stipulation of Settlement may be modified only by a written document signed by the Parties. No waiver of this Stipulation of Settlement or of any of its promises, obligations, terms, or conditions shall be valid unless it is written and signed by the party against whom the waiver is to be enforced.

17. This Stipulation of Settlement shall be binding upon the Parties, their predecessors, successors, parents, subsidiaries, affiliates, assigns, agents, directors, officers, employees, and attorneys. Each signatory to this Stipulation of Settlement represents and warrants that he or she is authorized to execute this Stipulation of Settlement and to bind the party on whose behalf he or she is signing.

18. If any part of a provision of this Stipulation of Settlement shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part of the provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of this Stipulation of Settlement.

19. The Parties acknowledge that they have had the opportunity to consult with legal counsel of their choosing prior to entering into this Stipulation of Settlement and that they enter ~~into this Stipulation of Settlement knowingly and voluntarily.~~

20. The Parties cooperated in the drafting of this Stipulation of Settlement, and in the event that it is determined that any provision of the Stipulation of Settlement is ambiguous, that provision shall not be presumptively construed against a party.

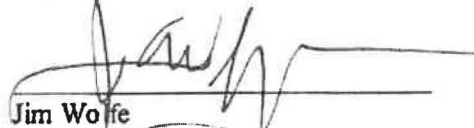
21. This Stipulation of Settlement shall be governed, in all respects, under the laws of the State of Florida, irrespective of any choice of law rules.

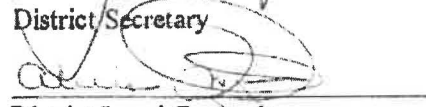
22. The Parties shall take reasonable steps to effectuate the terms and intent of this Stipulation of Settlement.

23. The parties request that a Final Order be entered in Department Case No. 7-10, which fully incorporates this Stipulation of Settlement.

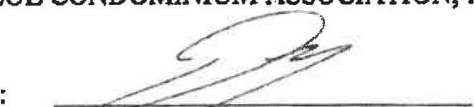
IN WITNESS WHEREOF, the undersigned Parties have executed the Stipulation of Settlement.

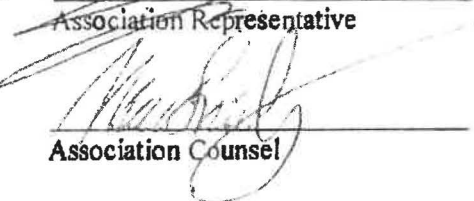
FLORIDA DEPARTMENT OF TRANSPORTATION

By:  _____ Date: 6/20/19
Jim Wolfe
District Secretary

 _____ Date: 6-18 2019
District Legal Counsel

BLUE CONDOMINIUM ASSOCIATION, INC.

By:  _____ Date: 6-19
Association Representative

 _____ Date: 6/2/19
Association Counsel



CFN 2019R0450496
 DR BK 31532 Pgs 768-779 (12Pgs)
 RECORDED 07/19/2019 14:25:44
 DEED DOC TAX \$90.00
 SURTAX \$67.50
 HARVEY ALVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by,
 or under the direction of,
 Alicia Trujillo, Esq. *AT*
 District Chief Counsel
 Florida Department of Transportation
 1000 NW 111 Avenue
 Miami, FL 33172

Sec.Job/No.: 87090-2402
 SR No.: 1-195
 County: Miami-Dade
 Parcel No.: 5879/800

CROSS ACCESS EASEMENT AGREEMENT

This Cross Access Easement Agreement ("Agreement") is made and entered into this 16 day of July, 2019 between BLUE CONDOMINIUM ASSOCIATION, a Florida not-for-profit corporation, whose mailing address is: 601 NE 36 Street, Miami, FL 33137 ("Blue Condominium"), and STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, whose mailing address is: 1000 NW 111th Avenue, Miami, FL 33172-5800, ("FDOT"). Blue Condominium and FDOT are sometimes individually referred to as "Party", and collectively referred to as the "Parties."

RECITALS

A. FDOT is the fee simple owner of that certain real property, as more particularly described in Exhibit "A" (the "FDOT Parcel"), attached hereto and made part hereof, and Blue Condominium is the fee simple owner of that certain real property, as more particularly described in Exhibit "B" (the "Blue Parcel"), attached hereto and made part hereof. The properties are contiguous to each other, and are collectively referred to as the "Properties."

B. There currently exists a paved road over the Properties (the "Access Road"), as further described in Exhibit "C", attached hereto and made part hereof. Blue Condominium desires to grant to FDOT access to that portion of the Access Road owned by Blue Condominium (the "Blue Access Portion") and FDOT desires to grant to Blue Condominium access to that portion of the Access Road owned by FDOT (the "FDOT Access Portion"), as said portions are further described in Exhibit "C". The Blue Access Portion and the FDOT Access Portion are collectively referred to herein as the "Easement Area."

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby grant to each other the following described easements, which shall constitute covenants running with the land, intending that the same shall both benefit and burden the Properties.



AGREEMENTS

1. Blue Condominium hereby grants to FDOT a non-exclusive perpetual easement on, over, and across the Blue Access Portion, with full right and privilege of ingress and egress, for purposes of allowing FDOT, its successors in interest, invitees, agents, employees, consultants, contractors, sub-contractors, or other representatives, absolute, unconditional and unlimited access to the FDOT Parcel, including but not limited to vehicular, pedestrian and utility access thereto.
2. FDOT hereby grants to Blue Condominium, its agents, invitees, tenants and employees, a non-exclusive perpetual easement on, over, and across the FDOT Access Portion, for the limited purposes of constructing, maintaining and repairing a service road, in order to provide access for emergency vehicles and deliveries, loading and unloading, utility maintenance, and waste removal in and about the Blue Parcel. It is understood and agreed that Blue Condominium shall be responsible, at its sole cost and expense, for all maintenance activities related to the Easement Area.
3. As an express condition of the easement granted by FDOT to Blue Condominium, Blue Condominium shall be required to apply for and obtain a permit from FDOT for any future improvements to be constructed upon the Easement Area, and Blue Condominium's rights to occupy and use the Easement Area as to any such improvements shall be subject to the terms of the permit. At minimum, FDOT's permit shall govern the permissible improvements to be built in the future within the Easement Area, set forth notice requirements, specify insurance requirements, and list all other terms, limitations and conditions related to Blue Condominium's occupancy and use thereof. Future improvements shall be those additional improvements not currently existing in substantial conformance with the existing improvements described in Exhibit "C", attached hereto.
4. The Parties' use and occupancy of the Easement Area shall in no way interfere with either Party's use of the remainder of its property which is not included in the Easement Area.
5. In the event that Blue Condominium shall abandon its use of the Easement Area, or remove the existing permitted building then the FDOT Access Portion herein granted, conveyed, assigned and transferred by FDOT to Blue Condominium shall immediately revert to FDOT, and FDOT shall have the right to immediately repossess the FDOT Access Portion. Removal of the Blue Condominium building existing, and permitted, as of the date of this Agreement, shall also constitute abandonment of use of the Easement Area. The parties do hereby agree to execute and deliver the necessary and appropriate instruments, including but not limited to release of easement documents, required to evidence said reversion.
6. Each Party hereto has made its own independent investigations and inspections of the Easement Area, and neither has relied, nor shall rely, on any representations of the other. Neither Party has made any representations or warranties, expressed or implied, with respect to the Easement Area, or the nature and extent of its rights in and to the Easement Area.
7. The rights, benefits, and obligations provided to the Parties in this Agreement

shall inure to the benefit of and be binding upon Parties, their successors and/or assigns, until such time as the same shall be modified, amended or released, and shall be deemed covenants running with the land, unless sooner terminated as provided for herein.

8. Blue Condominium shall indemnify and hold harmless FDOT from any and all damage and/or liability, claims, demands and suits of any kind or nature, whatsoever, associated with, related to, or caused by the exercise of the rights of ingress and egress, the construction of the Access Road, and maintenance and repair thereof, or any other activity that may be caused by the exercise of the rights granted herein to Blue Condominium. For the avoidance of doubt, Blue Condominium's obligation to indemnify and hold harmless FDOT pursuant to this Paragraph 8 is strictly limited to any and all damage and/or liability, claims, demand and suits of any kind or nature associated with only Parcel 5879 of the Easement Area described and depicted on Exhibit A.
9. The provisions of this Agreement and the easements granted herein may be enforced by all appropriate actions at law or in equity by either Party. Venue for any such action shall be Leon County, Florida.
10. Except as otherwise expressly provided herein, this Agreement shall constitute the entire agreement of the Parties, with respect to the matters herein addressed, and shall supersede all prior or contemporaneous promises, contracts, statements, representations, or warranties, whether written or oral, as refers to such matters.
11. In any action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover from the other party, reasonable attorneys' fees, costs, filing fees and other costs, both at the trial and appellate levels.
12. Any notices required to be given pursuant to this Agreement shall be deemed received upon delivery and/or delivery and refusal, if hand delivered or if sent by United States Certified Mail, return receipt requested, or any nationally recognized courier service (such as Federal Express or UPS), at the following address or at such other address as any of the parties may hereafter specify in the same manner:

As to FDOT:
Right of Way Manager
Florida Department of Transportation
District 6
1000 NW 111th Avenue
Miami, FL 33172

As to Blue Condominium:
601 NE 36th Street
Miami, Florida 33137
Attn.: Property Manager

13. This Agreement may not be amended or modified except by written instrument, executed and acknowledged by the Parties, their successors and/or assigns, and recorded in the Public Records of Miami Dade County, Florida.

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IN WITNESS WHEREFORE, the Parties have set hereunto their hands and seal on the date first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: [Signature]
Jim Wolfe
District Secretary

WITNESSES:

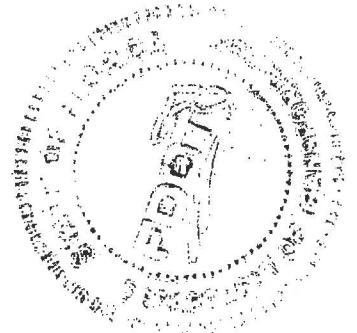
[Signature]
Name: Maria J. Evora

Attest: [Signature] Helen Shaheen #5
Margaret Higgins
Executive Secretary

Name:

[Signature]
Legal Review

Affix Department Seal



WITNESSES:

[Signature] Richard Overton
Name:

[Signature] Gabriel Taxata
Name:

BLUE CONDOMINIUM ASSOCIATION,
a Florida not-for-profit corporation

By: [Signature]
Name: Ben Dvir
Title: president

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was executed and acknowledged before me this 16
day of July, 2019, by Jim Wolfe, District Secretary for District Six, Florida
Department of Transportation, and ~~Margaret Higgins~~ ^{Helen Shaheen OS}, as Executive Secretary for District
Six, Florida Department of Transportation, who are personally known to me, or who
have produced _____ as identification.

Notary Public, State of Florida
My commission expires 07/01/2023



Helen Shaheen
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG350748
Expires 7/1/2023

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was executed and acknowledged before me this 6th
day of June, 2019, by Ben Dir, as President of
Blue Condominium Association, a Florida not-for-profit corporation, who is personally
known to me, or who has produced _____ as identification.

Notary Public, State of Florida
My commission expires: 06/17/2022

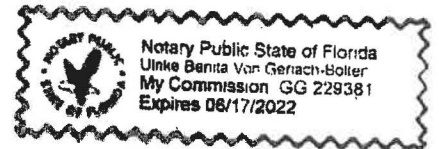


EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL# 5879

That portion of the vacated Right-of-Way of N.E. 7th Avenue lying East of the centerline of said N.E. 7th Avenue lying South of the Southerly Limited Access Right-of-Way line of State Road 112 / JULIA TUTTLE CAUSEWAY, and lying North of the North Right-of-Way line of N.E. 36th Street AND being a portion of Tract B as shown on the plat of "BISCAYNE BAY TOWER", recorded in Plat Book 160, at Page 48 of the Public Records of Miami-Dade County, Florida. Being more particularly described as follows:

BEGIN at the point of intersection of said centerline of N.E. 7th Avenue and said Southerly Limited Access Right-of-Way line of State Road 112 / JULIA TUTTLE CAUSEWAY, as shown on said "BISCAYNE BAY TOWER" plat; thence South 84°42'54" East, along said Southerly Right-of-Way line, for a distance of 20.15 feet; thence South 01°40'40" East, along the East Right-of-Way line of N.E. 7th Avenue, for a distance of 137.00 feet to the point of curvature of a circular curve to the left, having a radius of 25.00 feet, and a chord bearing of South 46°43'32" East; thence Southeasterly along the arc of said curve, through a central angle of 90°05'43", for an arc distance of 39.31 feet to the intersection with the North Right-of-Way line of N.E. 36th Street; thence South 88°13'37" West, along said North Right-of-Way line, for a distance of 45.04 feet; thence North 01°40'40" West, along aforementioned centerline of N.E. 7th Avenue, for a distance of 164.50 feet to the POINT OF BEGINNING.

Containing 3,400 square feet, more or less.

F.D.O.T. will retain all rights of Ingress and egress for road transportation purposes from this parcel.

John Liptak
JOHN LIPTAK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 5664
7/31/15
DATE

This document consists of three (3) sheets and neither shall be considered full, valid, and complete without the other.

FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 112 MIAMI-DADE COUNTY

| | | | | | | | | |
|---------------|----|--------|----------|-------|----------|-------------------|---|-----------------------------------|
| PARCEL # 5879 | | J.D.M. | 07/24/15 | DRAWN | CMP | 06/05/15 | PREPARED BY: TRIANGLE SURVEYING AND MAPPING, INC 8609 NW 66 STREET MIAMI, FL 33166 (LB7388) | DATA SOURCE: SEE GENERAL NOTES |
| REVISION | BY | DATE | CHECKED | JL | 06/05/15 | F.P. NO. 251491-1 | | |

SKETCH 2302

| PARCEL NO. | OWNER'S NAME | PARCEL AREA | REMAINDER | COMMENTS |
|------------|--------------|---------------|-----------|----------|
| 5879 | TIIF / FDOT | 3,400 SQ. FT. | 0.570 AC. | |

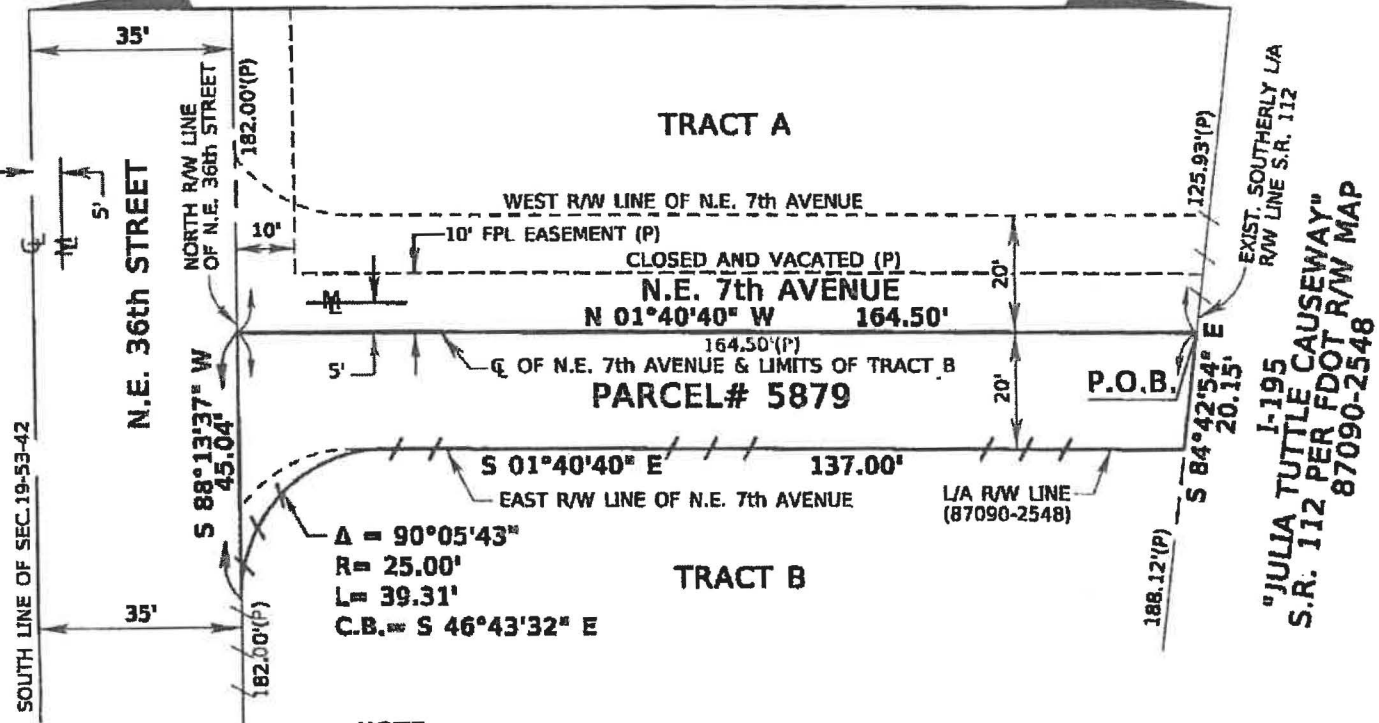
EXHIBIT "A"

SEC.19, TWP.53S. RGE.42E

LEGEND:

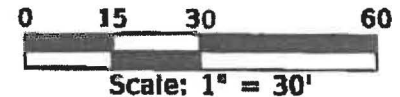
- CL - Centerline
- Δ - Curve Delta Angle
- (C) - Calculated
- C.B. - Chord Bearing
- EXIST. - Existing
- FDOT - Florida Department of Transportation
- F.P. - Financial Project
- FPL - Florida Power & Light
- L - Length
- L/A - Limited Access
- M - Monument Line
- NO. - Number
- P.B. - Plat Book
- PG. - Page
- P.O.B. - Point of Beginning
- (P) - Plat
- PL - Property Line
- R - Radius
- RGE. - Range
- RT - Right
- R/W - Right-of-Way
- SEC. - Section
- S.R. - State Road
- STA. - Station
- TWP. - Township

BISCAYNE BAY BY TOWER
P.B. 160 PG. 48



"JULIA TUTTLE CAUSEWAY"
 S.R. 112 PER FDOT R/W MAP
 87090-2548
 I-195
 EXIST. SOUTHERLY L/A
 R/W LINE S.R. 112

NOTE:
F.D.O.T. WILL RETAIN ALL RIGHTS OF INGRESS AND EGRESS
FOR ROAD TRANSPORTATION PURPOSES FROM THIS PARCEL



THIS IS NOT A SURVEY

This document consists of three (3) sheets and neither shall be considered full, valid, and complete without the other.

| FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION | STATE ROAD NO. 112 | | | | MIAMI-DADE COUNTY | | | |
|--|--------------------|----------|---------|----|-------------------|--|------------------------------|--------------|
| | PARCEL # | DATE | CHECKED | BY | DATE | PREPARED BY: | DATA SOURCE: | |
| PARCEL # 5879 | J.D.M. | 07/24/15 | CHECKED | JL | 08/03/15 | TRIANGLE SURVEYING AND MAPPING, INC 6230 NW 64 STREET MIAMI, FL 33166 (L87388) | SEE GENERAL NOTES ON SHEET 1 | |
| | | | | | | F.P. NO. 251491-1 | SECTION 87090-2548 | SHEET 3 OF 3 |

P:\014\13000_08\13000-08_Biscayne Bay Exhibit 18-000_V18023179_L1.dgn
 7/21/2015 10:22:03 AM jdm

EXHIBIT "B"

LEGAL DESCRIPTION

PARCEL# 800

That portion of the vacated Right-of-Way of N.E. 7th Avenue lying West of the centerline of said N.E. 7th Avenue lying South of the Southerly Limited Access Right-of-Way line of State Road 112 / JULIA TUTTLE CAUSEWAY, and lying North of the North Right-of-Way line of N.E. 36th Street AND being a portion of Tract A as shown on the plat of "BISCAYNE BAY TOWER", recorded in Plat Book 160, at Page 48 of the Public Records of Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the point of intersection of said centerline of N.E. 7th Avenue and said Southerly Limited Access Right-of-Way line of State Road 112 / JULIA TUTTLE CAUSEWAY, as shown on said "BISCAYNE BAY TOWER" plat; thence South 01°40'40" East for a distance of 164.52 feet to the intersection with the North Right-of-Way line N.E. 36th Street; thence South 88°13'37" West, along said North Right-of-Way line of N.E. 36th Street, for a distance of 4.00 feet to a point on a line 4.00 feet West and parallel, as measured perpendicular, to said centerline of N.E. 7th Avenue; thence North 01°40'40" West, along said parallel line, for a distance of 165.01 feet to the intersection with the said Southerly Limited Access Right-of-Way line of State Road 112 / JULIA TUTTLE CAUSEWAY; thence South 84°42'54" East, along said Southerly Limited Access Right-of-Way line, for a distance of 4.03 feet to the POINT OF BEGINNING.

Containing 659 square feet, more or less.



8/18/15



This document consists of three (3) sheets and neither shall be considered full, valid, and complete without the other.

JOHN LIPTAK
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 5664

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 112

MIAMI-DADE COUNTY

| | | | | | | | | |
|--------------|--------|----------|---------|------|--------------|--|--------------------|-------------------|
| REV SIZE | J.D.M. | 08/18/15 | BY | DATE | PREPARED BY: | TRIANGLE SURVEYING AND MAPPING, INC 8609 NW 66 STREET MIAMI, FL 33166 (LB7388) | DATA SOURCE: | SEE GENERAL NOTES |
| PARCEL # 800 | J.D.M. | 07/24/15 | DRAWN | CMP | 06/05/15 | F.P. NO. 251491-1 | SECTION 87090-2548 | SHEET 1 OF 3 |
| REVISION | BY | DATE | CHECKED | JL | 06/05/15 | | | |

EXHIBIT "B"

GENERAL NOTES:

- THIS IS NOT A SURVEY
- Reproductions of this map are not valid without the signature and the original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
- Lands shown hereon were not abstracted by this office for rights of way, easement of record ownership, abandonments, deed restrictions, or Murphy Act Deeds. This information should be obtained through appropriate verification.
- The Bearings shown hereon are referenced to the centerline of N.E. 7th Avenue having a bearing of N 01°40'40" W as shown on "BISCAYNE BAY TOWER" P.B. 160, Pg. 48 of the Public Records of Miami-Dade County, Florida.
- Recorded plat of above "BISCAYNE BAY TOWER" contained some misclosures in its dimensions. Limits of the Vacated N.E. 7th Avenue were made to be parallel and perpendicular to its centerline (common line between Tracts A & B) and error distributed to the curves.
- Dimensions shown were taken from record plat and/or documents unless otherwise shown or stated.
- Parcel dimensions are calculated based on the aforementioned plat of "BISCAYNE BAY TOWER".
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- Owner's name was obtained from online Public Records of Miami Dade County Property Appraiser www.miamidade.gov.
- Triangle Surveying & Mapping, Inc. carries Professional Liability Insurance for Surveying & Mapping services.

This document consists of three (3) sheets and neither shall be considered full, valid, and complete without the other.

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|--|--------|----------|---------|------|--------------------------|--|--------------------|-------------------|--|
| FLORIDA DEPARTMENT OF TRANSPORTATION | | | | | | | | | |
| SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | | | | | | | | |
| STATE ROAD NO. 112 | | | | | MIAMI-DADE COUNTY | | | | |
| REV SIZE | J.D.M. | 08/18/15 | BY | DATE | PREPARED BY: | TRIANGLE SURVEYING AND MAPPING, INC 8609 NW 66 STREET MIAMI, FL 33166 (LB7388) | DATA SOURCE: | SEE GENERAL NOTES | |
| PARCEL # 800 | J.D.M. | 07/24/15 | DRAWN | CMP | 06/05/15 | | | | |
| REVISION | BY | DATE | CHECKED | JL | 06/05/15 | F.P. NO. 251491-1 | SECTION 87090-2548 | SHEET 2 OF 3 | |

SKETCH 2302

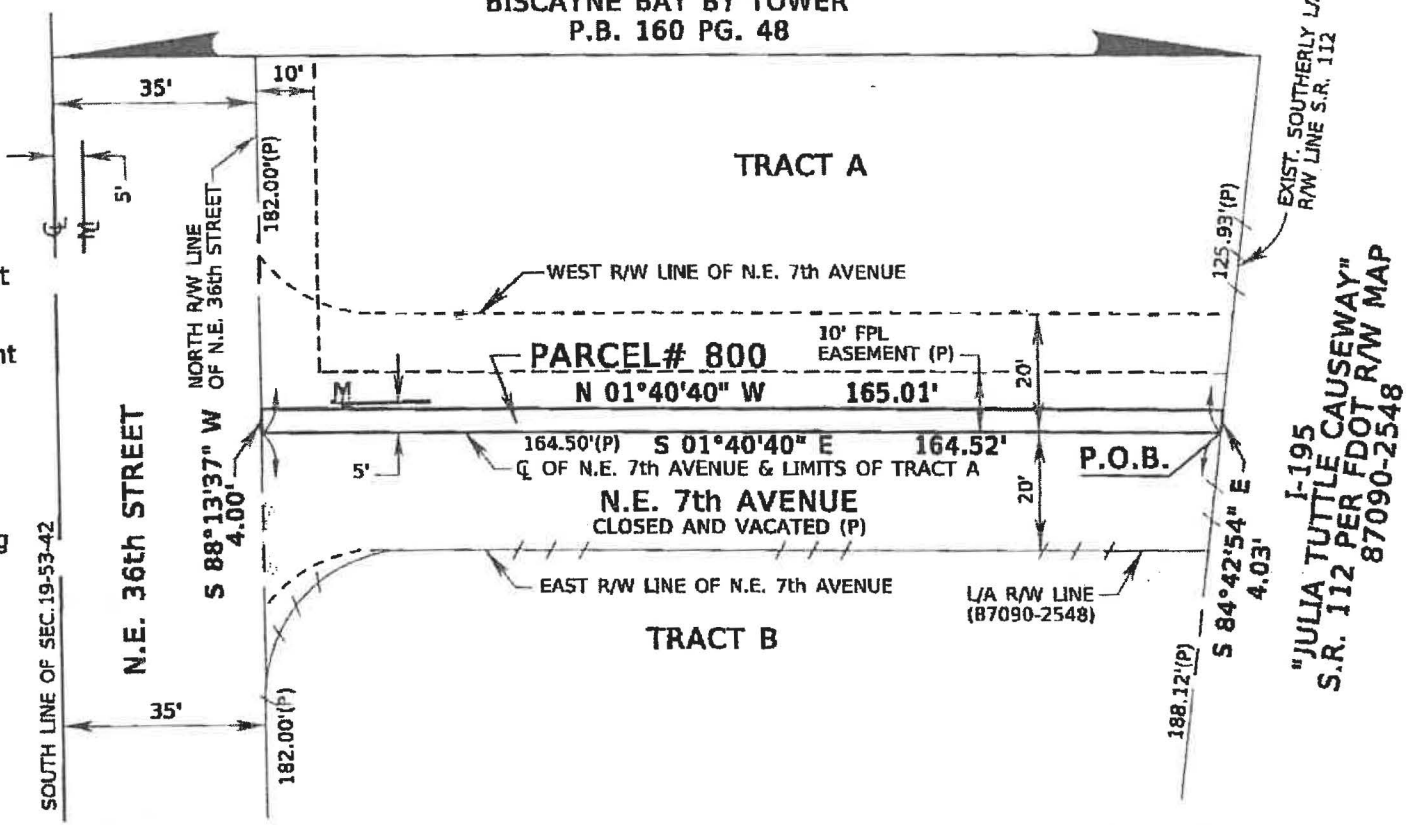
| PARCEL NO. | OWNER'S NAME | PARCEL AREA | REMAINDER | COMMENTS |
|------------|------------------|-------------|-----------|----------|
| 800 | BLUE CONDOMINIUM | 659 SQ. FT. | 1.922 AC. | |

EXHIBIT "B"

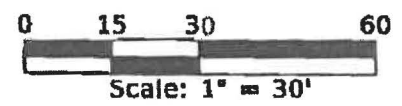
SEC.19, TWP.53S, RGE.42E

BISCAYNE BAY BY TOWER P.B. 160 PG. 48

- LEGEND:**
- C - Centerline
 - Δ - Curve Delta Angle
 - (C) - Calculated
 - C.B. - Chord Bearing
 - EXIST. - Existing
 - FDOT - Florida Department of Transportation
 - F.P. - Financial Project
 - FPL - Florida Power & Light
 - L - Length
 - L/A - Limited Access
 - M - Monument Line
 - NO. - Number
 - P.B. - Plat Book
 - PG. - Page
 - P.O.B. - Point of Beginning
 - (P) - Plat
 - P - Property Line
 - R - Radius
 - RGE. - Range
 - RT - Right
 - R/W - Right-of-Way
 - SEC. - Section
 - S.R. - State Road
 - STA. - Station
 - TWP. - Township



I-195
 "JULIA TUTTLE CAUSEWAY"
 S.R. 112 PER FDOT R/W MAP
 87090-2548



THIS IS NOT A SURVEY

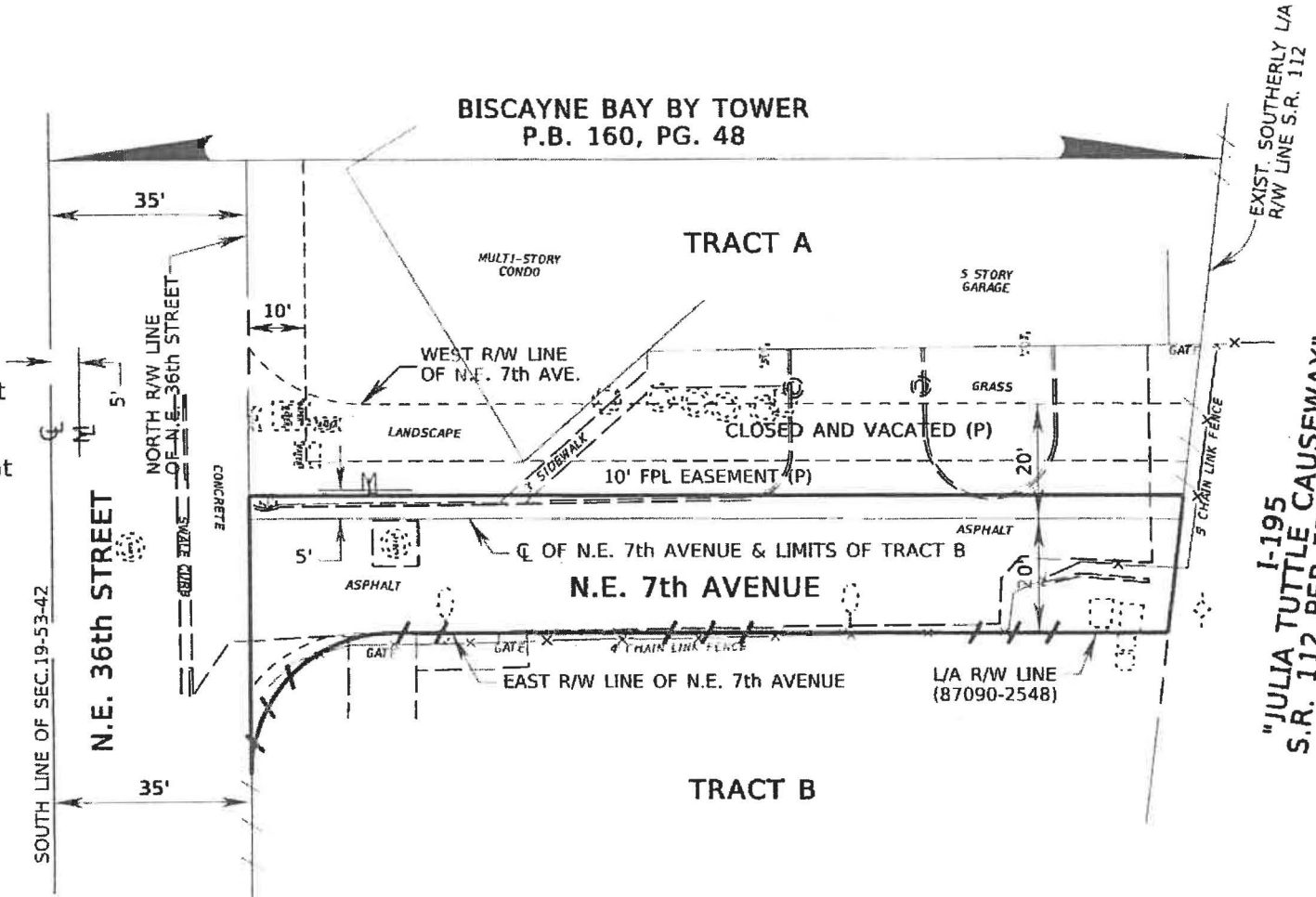
This document consists of three (3) sheets and neither shall be considered full, valid, and complete without the other.

| | | | | | | |
|---|--|--|----------|--|-------------------|--------------|
| FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | STATE ROAD NO. 112 | | | MIAMI-DADE COUNTY | |
| | | REV SIZE | J.D.M. | 08/18/15 | DRAWN | CMP |
| PARCEL # 800 | | J.D.M. | 07/24/15 | CHECKED | JL | 06/05/15 |
| | | PREPARED BY: TRIANGLE SURVEYING AND MAPPING, INC. 8280 NW 64 STREET MIAMI, FL 33166 (LB7388) | | DATA SOURCE: SEE GENERAL NOTES ON SHEET 1 | | |
| | | F.P. NO. 251491-1 | | SECTION 87090-2548 | | SHEET 3 OF 3 |

EXHIBIT "C"

SEC.19, TWP.53S, RGE.42E

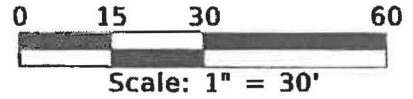
BISCAYNE BAY BY TOWER
P.B. 160, PG. 48



EXIST. SOUTHERLY LIA
R/W LINE S.R. 112

"JULIA TUTTLE CAUSEWAY"
S.R. 112 PER FDOT R/W MAP
87090-2548

- LEGEND:**
- CL - Centerline
 - EXIST. - Existing
 - FDOT - Florida Department of Transportation
 - F.P. - Financial Project
 - FPL - Florida Power & Light
 - L/A - Limited Access
 - M - Monument Line
 - NO. - Number
 - P.B. - Plat Book
 - PG. - Page
 - (P) - Plat
 - RGE. - Range
 - R/W - Right-of-Way
 - SEC. - Section
 - S.R. - State Road
 - TWP. - Township
 - Manhole
 - Bollard
 - Water Meter
 - Water Valve
 - Concrete Pad
 - Electric Meter
 - Cleanout
 - Gas Meter
 - Pull Box
 - Concrete Light Pole
 - Wood Pole



THIS IS NOT A SURVEY

SKETCH 2302

DR BK 31532 PG 779
LAST PAGE

| | | | | | | | | |
|---|-----------------|--------|--------------------|---------|------|-------------------|--|--|
| FLORIDA DEPARTMENT OF TRANSPORTATION EXHIBIT "C" | | | STATE ROAD NO. 112 | | | MIAMI-DADE COUNTY | | |
| | ADD TOPO | D.D. | 05/11/18 | BY | DATE | PREPARED BY: | MASER CONSULTING P.A. 8290 NW 64 STREET MIAMI, FL 33166 (LB7388) | DATA SOURCE: SEE EXHIBITS "A" AND "B" |
| | REV. PARCEL 800 | D.D. | 01/04/18 | DRAWN | CMP | 06/03/15 | F.P. NO. 251491-1 | SECTION 87090-2548 |
| | REV. PARCELS | J.D.M. | 07/24/15 | CHECKED | JL | 06/03/15 | | SHEET 1 OF 1 |

DATE TIME USER