



# V I L L A G E   O F   K E Y   B I S C A I Y N E



*Village Council*

Mayra P. Lindsay, *Mayor*  
Franklin H. Caplan, *Vice Mayor*  
Luis F. de la Cruz  
Gary R. Gross  
Allison McCormick  
Brett G. Moss  
Katie Petros

DATE: June 25, 2018  
TO: Honorable Mayor and Members of the Village Council  
FROM: John C. Gilbert, Village Manager  
RE: 14 Harbor Point Drainage Easement.

**RECOMMENDATION**

It is recommended that the Village Council approve the attached Resolution approving and accepting a drainage easement from Casa Macabi, LLC. on property located at 14 Harbor Point Drive.

**BACKGROUND**

Village staff has been working on improving drainage on Harbor Point for several years. In order to alleviate flooding in this area, the Village needs to make improvements to Outfall No. 13 which is located at 14 Harbor Point. The property owner has voluntarily agreed to provide the Village with a drainage easement on his property. The easement agreement (Exhibit "A") is for drainage and stormwater purposes, providing for installation and maintenance of drainage facilities on the property, including an outfall pipe.

Reviewed by Ms. Lilian Arango of Weiss Serota Helfman Cole & Bierman, P.L. as to form and legal sufficiency.

RESOLUTION NO. 2018 - \_\_\_\_\_

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AND ACCEPTING A DRAINAGE EASEMENT FROM CASA MACABI, LLC ON PROPERTY LOCATED AT 14 HARBOR POINT DRIVE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in order to alleviate flooding in the area and provide for the proper drainage of stormwater to Biscayne Bay, Casa Macabi, LLC (“Owner”) has voluntarily agreed to provide the Village of Key Biscayne (“Village”) with a Drainage Easement Agreement (“Easement”), on the property located at 14 Harbor Point Drive, Key Biscayne, Florida and legally described in the Easement (the “Property”); and

**WHEREAS**, the Village Council desires to approve and accept the Easement from Owner on the Property, in substantially the form attached hereto as Exhibit “A”, for drainage and stormwater purposes, providing for installation and maintenance of drainage facilities on the Property, including an outfall pipe and related equipment; and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Easement Approved and Accepted.** The Village Council hereby approves and accepts the Easement, in substantially the form attached hereto as Exhibit “A,” on the Property, subject to the Village Attorney’s approval as to form, content and legal sufficiency.

**Section 3.**    **Implementation.** The Village Manager and Village Attorney are hereby authorized to take any and all steps necessary to implement the intent and purposes of the Easement and this Resolution, including the recording of the Easement in the public records of Miami-Dade County, Florida.

**Section 4.**    **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this day of \_\_\_\_ day of June, 2018.

\_\_\_\_\_  
MAYOR MAYRA PEÑA LINDSAY

ATTEST:

\_\_\_\_\_  
JENNIFER MEDINA, CMC  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
VILLAGE ATTORNEY

**EXHIBIT "A"**  
**DRAINAGE EASEMENT AGREEMENT**

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURNED TO:

Lillian M. Arango, Esq.  
Weiss Serota Helfman Cole & Bierman, P. L.  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, Florida 33134  
(305) 854-0800

Parcel ID No. 24-4232-002-0260

For Recording Purposes Only

### DRAINAGE EASEMENT AGREEMENT

**THIS DRAINAGE EASEMENT AGREEMENT** (the “Agreement”) is made this day of \_\_\_\_\_, 2018, by and between **CASA MACABI LLC**, a Florida limited liability company, having an address at 14 Harbor Point Drive, Key Biscayne, Florida 33149 (hereinafter referred to as the “GRANTOR”), and **VILLAGE OF KEY BISCAYNE**, a Florida municipal corporation, and its successors and/or assigns, having an address at 88 W. McIntyre Street, Key Biscayne, Florida 33149 (hereinafter referred to as the “GRANTEE”).

#### RECITALS:

1. GRANTOR owns fee simple title to certain real property located at 14 Harbor Point Drive in the Village of Key Biscayne, Florida in Miami-Dade County, Florida, as more particularly described in Exhibit “A” attached hereto and made a part hereof (“Property”).
2. GRANTEE will install drainage facilities on a portion of the Property as legally described and depicted in Exhibit “B” attached hereto and made a part hereof (the “Drainage Easement”), including an outfall pipe and all equipment and appurtenances related thereto for the purpose of drainage to Biscayne Bay (the “Drainage Facilities”).
3. GRANTOR desires to grant certain easement rights in the Drainage Easement to GRANTEE for drainage/stormwater purposes, as well as ingress and egress in, over, under, upon and through the Property, for the purpose of installing, constructing, maintaining, repairing and replacing the Drainage Facilities, subject to the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Recitals.** The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Agreement as if fully set forth herein.

2. **Grant of Drainage Easement.** GRANTOR does hereby grant and convey to the GRANTEE, a perpetual easement for drainage/stormwater purposes over, under, and across the Drainage Easement as more particularly described in Exhibit "B" attached hereto, with full rights and authority to enter upon and excavate the Drainage Easement in order to install, construct, reconstruct, operate, replace, improve, remove, inspect, repair and maintain such Drainage Facilities, as well as ingress and egress in, over, under, upon and through the Property for such purposes. Notwithstanding the foregoing, except in the event of an emergency where immediate entry and access to the Property is prudent or necessary, GRANTEE shall provide reasonable notice (forty-eight (48) hours' notice) to GRANTOR prior to entering and accessing the Property in connection with the rights granted herein.

3. **Installation, and Maintenance of Drainage Facilities.** All outfalls, pipes, drains, and other appurtenances and facilities for which the Drainage Easement has been created shall be constructed, installed and thereafter maintained by GRANTEE. GRANTEE agrees, at its sole cost and expense, to repair and maintain the Drainage Facilities located on the Drainage Easement. All maintenance, repairs and restorations shall be at GRANTEE's sole expense.

GRANTEE agrees to provide GRANTOR all engineering construction drawings for its review and approval prior to the installation of the Drainage Easement. GRANTOR shall have ten (10) days upon receipt of such drawings to review, comment on and/or approve same, failing which the drawings shall be deemed approved.

GRANTEE further agrees to provide GRANTOR with an emergency contact that can be reached at any time in the event of an emergency, and to use best efforts to immediately respond to make any repairs and prevent damage to persons or property.

Subject to applicable liability and/or property damage insurance policies provided by GRANTEE and/or GRANTEE'S contractor performing any work on the Drainage Easement, GRANTEE is responsible for all damages caused to the Drainage Easement caused by or occasioned by the GRANTEE'S or Contractor's negligent actions during the installation, maintenance or repair of the Drainage Easement, except any damages resulting from, arising out of, or incurred in connection with any acts or omissions, including intentional and negligent acts, of GRANTOR, or any of its officers, guests, invitees, employees, agents and contractors.

4. **Maintenance, Improvements and Restoration.** GRANTOR, and its successors and assigns, agree not to build, construct or create, or permit others to install, build, construct or create any new buildings, structures or other obstructions on the Drainage Easement that may damage the Drainage Facilities or interfere with the operation, maintenance, repair and/or replacement of the Drainage Facilities and the Drainage Easement rights of excavation and ingress and egress set forth herein. GRANTEE shall use reasonable efforts to minimize any impacts to GRANTOR's use and ongoing activities on the Property in exercising its rights hereunder.

5. **Relocation.** GRANTOR and GRANTEE agree that GRANTOR has the right, in its reasonable discretion, to relocate the Drainage Easement to another location on its Property in the

event that the Property is sold or redeveloped. GRANTEE shall be responsible for an amount not to exceed \$125,000 ("Maximum Relocation Expense") for the first relocation of the Drainage Easement. GRANTOR shall be responsible for any additional costs and expenses of the first relocation exceeding the Maximum Relocation Expense, and for all costs and expenses associated with any subsequent relocation(s) of the Drainage Easement. GRANTOR agrees not to relocate the Drainage Easement for the first three (3) years following the initial installation of the Drainage Easement, as evidenced by the date of final approval by the GRANTEE of the Drainage Easement. Any relocation of the Drainage Easement shall be to another location on the Property reasonably acceptable to the GRANTEE and capable of serving the drainage/stormwater requirements and the purposes of this Agreement.

6. **Indemnification.** Subject to the provisions and monetary limitations of Section 768.28(5), Florida Statutes, as amended from time to time, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, GRANTEE agrees to defend and indemnify GRANTOR and hold GRANTOR harmless against any damages to persons or property, including claims brought by third parties, arising out of or in connection with GRANTEE'S construction, maintenance, and use of the Drainage Easement, the exercise of any other rights of GRANTEE under this Agreement, or failure by GRANTEE to perform any of its obligations under this Agreement, except any damages resulting from, arising out of, or incurred in connection with any acts or omissions, including intentional and negligent acts, of GRANTOR, or any of its officers, guests, invitees, employees, agents and contractors. For purposes of this indemnification, the term "damages" includes all costs and expenses, including Attorney's Fees and Costs, which are incurred by GRANTOR in connection with the indemnification claim. Notwithstanding the foregoing, nothing contained in this Agreement will be construed to affect or waive in any way GRANTEE'S rights, privileges, and sovereign immunities, including the provisions and monetary limitations of Section 768.28(5), Florida Statutes, which immunities and limitations shall be applicable regardless of whether such provisions would otherwise apply.

7. **Expansion or Intensification.** This Drainage Easement does not grant any right for the GRANTEE to expand or intensify the Drainage Easement without the express written consent of the GRANTOR.

8. **Good Faith.** GRANTOR is executing this Drainage Easement in favor of the GRANTEE, and as such, it is impossible for the parties to determine all future impacts that may occur as a result of this Easement, including, but not limited to, GRANTOR'S right to sell or redevelop the Property. As such, GRANTEE agrees to use reasonable efforts and good faith to work with GRANTOR to resolve any future impacts not specifically identified in this Drainage Easement, at the sole cost and expense of GRANTOR.

9. **General Provisions.**

9.1 **Amendment or Termination.** This Agreement may be amended, modified or terminated only by a written instrument signed by both parties or their respective

successors and assigns, which instrument will only become effective be recorded in the Public Records of Miami-Dade County, Florida.

9.2 **Attorney's Fees and Costs.** In this Agreement, all references to Attorney's Fees and Costs shall include all reasonable fees charged by an attorney for his services and the services of any paralegals, legal assistants or law clerks, including (but not limited to) fees charged for representation at the trial level, in all appeals, and in any bankruptcy proceeding, together with all costs incurred. The parties agree that in the event of any mediation, arbitration or court proceeding for the enforcement, defense, or interpretation of either party's rights under this Agreement, the prevailing party shall be entitled to recover its Attorneys' Fees and Costs.

9.3 **Construction of Agreement.** Should any provisions of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both parties hereto have fully participated in the negotiation and preparation of this Agreement.

9.4 **Covenants Running with the Land.** All of the covenants and easements herein will be perpetual and will constitute covenants running with the title to the Property, will be binding upon any and all persons and entities, their respective successor in or interesting and to all or a portion of the Property.

9.5 **Entire Agreement.** This Agreement sets forth the entire agreement between GRANTEE and GRANTOR with respect to the easements granted in this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.

9.6 **Governing Law.** This Agreement will be interpreted and enforced in accordance with Florida law. Venue for any actions arising out of this Agreement will be in Miami-Dade County, Florida.

9.7 **Notices.** Any notice, request, demand, instruction or other communication to be given to either GRANTEE or GRANTOR will be in writing and will either be (a) hand-delivered, (b) sent by Federal Express or a comparable overnight mail service, (c) mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, or (d) sent by telephone facsimile transmission, with transmission confirmed and with an original copy of the transmission mailed by regular mail, to GRANTEE and GRANTOR at the following addresses:

Notices to GRANTEE:

Village of Key Biscayne  
88 W. McIntyre Street



Key Biscayne, Florida 33149  
Attention: Village Manager  
Telephone: (305) 365-5514  
Facsimile: (305) 365-8936

With a copy to:

Weiss Serota Helfman Cole & Bierman, P. L.  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, Florida 33134  
Attention: Village Attorney  
Telephone: 305-854-0800  
Facsimile: 305-854-2323

Notices to GRANTOR:

Casa Macabi LLC  
14 Harbor Point Drive  
Key Biscayne, Florida 33149  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Notice is effective upon delivery or refusal of delivery of notice. The addressees and addresses for notice may be changed by giving notice. Until written notice of a change in address is delivered, the last addressee and address stated in this Agreement continues in effect for all purposes.

9.8 **Section and Paragraph Headings.** The section and paragraph headings contained in this Agreement are for purposes of identification only and are not to be considered in construing this Agreement.

9.9 **Severability.** If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a legal, valid and enforceable provision that is as similar as possible in terms to the illegal, invalid or unenforceable provision, which is agreed to by both parties.

9.10 **Successors and Assigns.** The covenants, conditions and agreements contained in this Agreement will inure to the benefit of and be binding upon the successors and assigns of GRANTEE and GRANTOR.

9.11 **Waiver.** No express or implied consent or waiver by a party to or of any breach or default by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of

such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

10. **Authority to Execute.** GRANTEE and GRANTOR each warrant and represent to the other that the individuals signing this Agreement on behalf of GRANTEE and GRANTOR, respectively, have full power and authority to execute and deliver the Agreement and to bind the respective party hereto.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK;  
SIGNATURE PAGES TO FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by its duly authorized officer or representative as of the day and year first above written.

**WITNESSES:** (as to both signatures)

**GRANTOR:**

**CASA MACABI LLC, a Florida limited liability company**

\_\_\_\_\_

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

\_\_\_\_\_

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

By: \_\_\_\_\_  
Andres Garcia, Manager

By: \_\_\_\_\_  
Marivi Lorida Garcia, Manager

Executed on \_\_\_\_\_, 2018

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by Andres Garcia and Marivi Lorida Garcia, as Managers, of **CASA MACABI LLC**, a Florida limited liability company, on behalf of the company, who (check one) [  ] is/are personally known to me or [  ] who has/have produced Florida Driver's License as identification.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**GRANTEE:**

**VILLAGE OF KEY BISCAYNE**, a Florida  
municipal corporation

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

Name: Mayra Pena Lindsay

Title: Mayor

Executed on \_\_\_\_\_, 2018

**ATTEST:**

\_\_\_\_\_  
Village Clerk

Approved as to form and legal sufficiency  
for the use and reliance of Village of Key Biscayne:

\_\_\_\_\_  
Village Attorney

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2018, by \_\_\_\_\_, as \_\_\_\_\_, of the Village of Key  
Biscayne, a Florida municipal corporation, on behalf of the corporation, who (check one) [ ] is  
personally known to me or [ ] who has produced Florida Driver's License as identification.

[SEAL]

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF PROPERTY**

THAT PORTION OF THE SOUTH 100 FEET OF THE NORTH 300 FEET, AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF TRACT 13 OF THE SUBDIVISION OF A PORTION OF MATHESON ESTATE PLAT BOOK 46, PAGE 86, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH LIES EAST OF THE CENTER LINE OF THE PRIVATE RIGHT-OF-WAY DESCRIBED IN DEED BOOK 3786, AT PAGE 176, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND THE FOLLOWING DESCRIBED TRACT OF LAND: BEGIN AT A POINT ON THE CENTER LINE OF THE PRIVATE RIGHT-OF-WAY DESCRIBED IN DEED BOOK 3786, PAGE 176, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH IS LOCATED 310 FEET SOUTH OF MEASURED AT RIGHT ANGLES TO THE NORTH LINE

OF TRACT 13, OF THE SUBDIVISION OF A PORTION OF MATHESON ESTATE, PLAT BOOK 46, PAGE 86, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE SOUTH 84° 46' 33" EAST FOR A DISTANCE OF 165 FEET, MORE OR LESS, TO THE HIGH TIDE LINE OF HURRICANE HARBOR AS THE SAME IS SHOWN ON THE SAID SUBDIVISION OF MATHESON ESTATE AND A POINT WHICH IS 325 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF TRACT 13, OF SAID MATHESON ESTATE SUBDIVISION; THENCE NORTHEASTERLY, MEANDERING THE HIGH TIDE LINE OF HURRICANE HARBOR FOR A DISTANCE OF 27 FEET, MORE OR LESS, TO A POINT WHICH IS LOCATED 300 FEET SOUTH OF, MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THE SAID TRACT 13; THENCE DUE WEST PARALLEL TO THE NORTH LINE OF THE SAID TRACT 13 FOR A DISTANCE OF 181 FEET, MORE

OR LESS, TO THE INTERSECTION THEREOF WITH THE CENTER LINE OF THE SAID PRIVATE RIGHT-OF-WAY, TOGETHER WITH RIPARIAN RIGHTS APPURTENANT THERETO.

LESS AND EXCEPT

BEGIN AT THE POINT OF BEGINNING OF THE AFORESAID DESCRIBED PARCEL; THENCE RUN NORTH 22° 05' 00" EAST ALONG THE CENTER LINE OF THE 25 FOOT WIDE EASEMENT FOR A DISTANCE OF 22.87 FEET TO A POINT; THENCE RUN SOUTH 67°55' EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE FOR A DISTANCE OF 63.32 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY OF THE AFORESAID DESCRIBED PARCEL; THENCE RUN NORTH 84° 46' 33" WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 67.32 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING SUBJECT TO AN EASEMENT OVER AND ACROSS THE WEST 12.50 FEET THEREOF.

Parcel ID Number: 24-4232-002-0260

a/k/a 14 Harbor Point Drive, Key Biscayne, Florida 33149

**EXHIBIT "B"**

**DRAINAGE EASEMENT**

Certain real property located in Miami-Dade County, Florida more particularly described in the attached sketch and legal description.

Tuesday, June 19, 2018 10:57:43 AM DRAWING: C:\Projects\Orlando\ERI\15760\200-15760-14002\CAD\Survey\DWG\2015\_07\_10\_14-HarborPoint-easement\DR\A\A\GE-ESMT-14-HARBOR-POINT.DWG

LEGEND
PB PLAT BOOK
PG PAGE

## SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

**LEGAL DESCRIPTION DRAINAGE EASEMENT:**

A PORTION OF THE SOUTH 100 FEET OF THE NORTH 300 FEET AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF TRACT 13, OF SUBDIVISION OF A PORTION OF MATHESON ESTATE, KEY BISCAYNE, DADE COUNTY, FLORIDA; ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, AT PAGE 86, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH LIES EAST OF THE CENTER LINE OF THE PRIVATE RIGHT OF WAY ROAD DESCRIBED IN DEED BOOK 3786, PAGE 176, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**MORE PARTICULARLY DESCRIBED AS:**

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF HARBOR POINT, A PRIVATE RIGHT OF WAY ROAD DESCRIBED IN DEED BOOK 3786, PAGE 176, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND THE NORTH LINE OF THE SOUTH 100 FEET OF THE NORTH 300 FEET OF SAID TRACT 13, THENCE RUN EAST, FOR A DISTANCE OF 12.53 FEET TO A POINT ON THE EAST LINE OF HARBOR POINT, A PRIVATE RIGHT OF WAY ROAD; THENCE RUN S00°11'51"W ALONG SAID EAST LINE, FOR A DISTANCE OF 7.44 FEET; THENCE RUN S21°53'09"W, FOR A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE, RUN N80°55'12"E, FOR A DISTANCE OF 88.25 FEET; THENCE RUN S89°40'57"E, FOR A DISTANCE OF 69.60 FEET TO THE HIGH TIDE LINE OF HURRICANE HARBOR, AS THE SAME IS SHOWN ON SAID PLAT OF MATHESON ESTATE; THENCE RUN S00°11'51"E, FOR A DISTANCE OF 4.45 FEET; THENCE RUN S13°21'39"W, FOR A DISTANCE OF 5.71 FEET; THENCE RUN S89°40'57"W, FOR A DISTANCE OF 67.47 FEET; THENCE RUN S80°55'12"W, FOR A DISTANCE OF 93.48 FEET TO A POINT ON SAID EAST LINE OF HARBOR POINT; THENCE RUN N21°53'09"E, FOR A DISTANCE OF 11.66 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,600 SQUARE FEET OR 0.038 ACRES, MORE OR LESS.

<p><b>SURVEYOR'S NOTES:</b></p> <ol style="list-style-type: none"> <li>1. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.</li> <li>2. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.</li> <li>3. DESCRIPTION PREPARED BY TETRA TECH, INC.</li> <li>4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.</li> </ol>		<p style="text-align: center; font-size: small;">LAWRENCE E. JENKINS PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION #5364 TETRA TECH - LB #28</p>
<p><b>TETRA TECH</b></p> <p style="text-align: center; font-size: x-small;">www.tetratech.com</p>	<p>14 HARBOR POINT KEY BISCAYNE, FL 33149</p>	
<p>201 EAST PINE STREET, SUITE 1000 ORLANDO, FL 32001 PHONE: 407.839.3956 FAX: 407.839.3780</p>		<p>Project No.: 200-15760-14003</p> <p>Date: 06-19-2018</p> <p>Designed By: NB / LEJ</p>
<p><b>DRAINAGE EASEMENT</b></p>		<p>SHEET 1 OF 2</p>

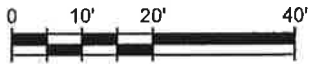
Tuesday, June 19, 2018 10:57:50 AM. DRAWING: C:\Projects\Orlando\IER15760\200-15760-1402\CAD\Survey\DWG\2018\_07\_10 - 14-HarborPoint-essment\14-HARBOR-POINT.DWG

# SKETCH OF DESCRIPTION

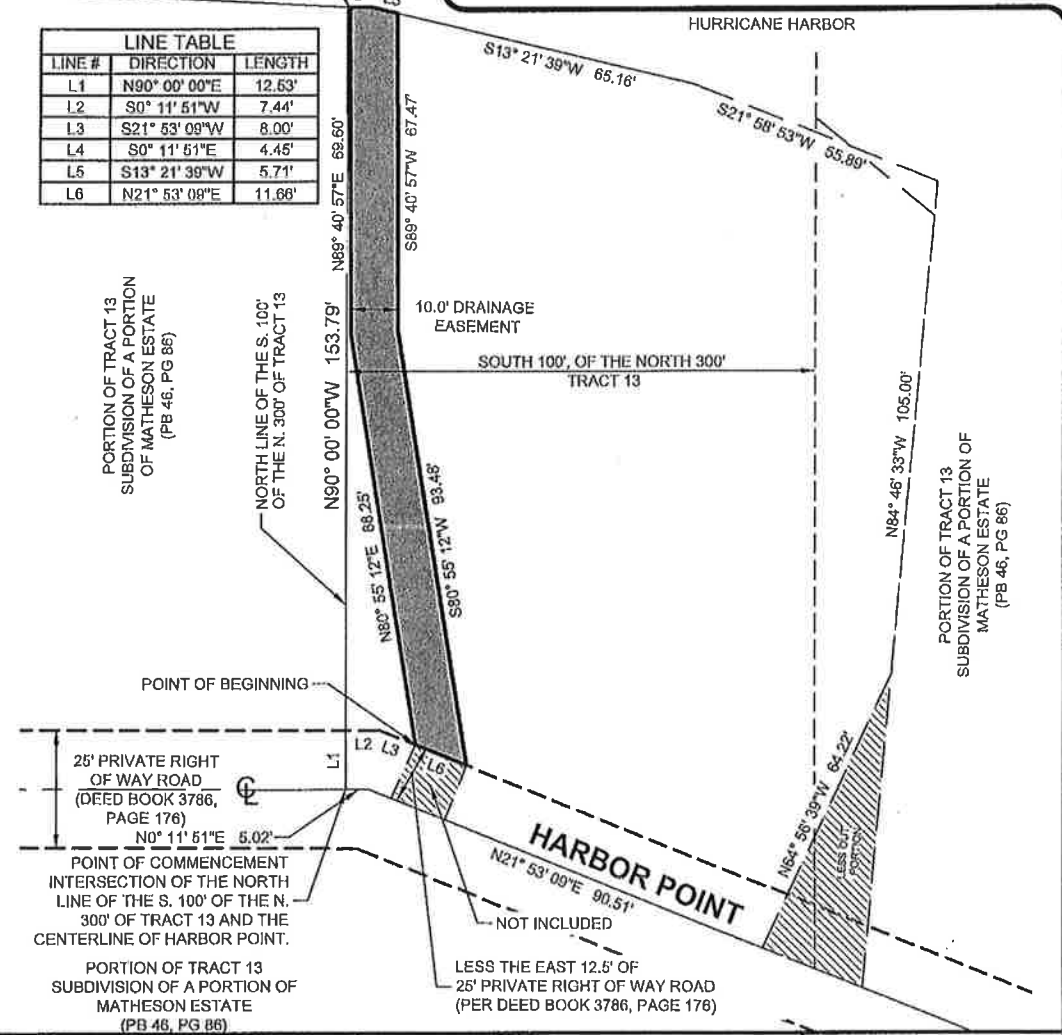
(NOT A BOUNDARY SURVEY)

**LEGEND**

PB PLAT BOOK  
PG PAGE



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N90° 00' 00"E	12.53'
L2	S0° 11' 51"W	7.44'
L3	S21° 53' 09"W	8.00'
L4	S0° 11' 51"E	4.45'
L5	S13° 21' 39"W	5.71'
L6	N21° 53' 09"E	11.66'



<p><b>TETRA TECH</b></p> <p>www.tetratech.com</p> <p>201 EAST PINE STREET, SUITE 1000 ORLANDO, FL 32801 PHONE: 407.839.3965 FAX: 407.839.3790</p>	<p>14 HARBOR POINT KEY BISCAYNE, FL 33149</p> <p><b>DRAINAGE EASEMENT</b></p>	Project No.: 200-15760-14003
		Date: 06-19-2018
		Designed By: NB / LEJ
		SHEET 2 OF 2