

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, AMENDMENT NO 1 TO THE LICENSE AND USE AGREEMENT WITH THE GREATER MIAMI HEBREW ACADEMY (ACADEMY), WHICH AUTHORIZES THE ACADEMY TO USE APPROXIMATELY 10,500 SQUARE FEET OF THE BAYSHORE PARK PROPERTY, LOCATED AT 2300 PINE TREE DRIVE, FOR CONSTRUCTION STAGING PURPOSES, ALONG THE NORTHERLY BOUNDARY OF THE ACADEMY'S PROPERTY, LOCATED AT 2400 PINE TREE DRIVE; SAID AMENDMENT EXTENDING THE TERM OF THE AGREEMENT THROUGH FEBRUARY 28, 2022 OR UNTIL THE CITY COMMENCES ITS CONSTRUCTION PROJECT ON THE ADJACENT CITY PROPERTY, WHICHEVER OCCURS FIRST, AND MODIFYING OTHER MISCELLANEOUS PROVISIONS; AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINAL AMENDMENT.

WHEREAS, the Bayshore Park is being developed as a passive community park, which includes a central lake, open meadows and informal open play field areas, site grading, pavilion, six (6) tennis courts with restroom facilities, children's playground, dog park, boardwalk and pathways, security lighting, vita course and fitness cluster, butterfly garden, linear water feature and parking lot; and

WHEREAS, the passive park will preserve landmark specimen trees and pastoral spaces; and

WHEREAS, the project is in the Miami Dade County DERM and Building permitting phase, with an anticipated project construction commencement in the first quarter of 2022; and

WHEREAS, the Greater Miami Hebrew Academy (Academy) is the property located at 2400 Pine Tree Drive and their northern property boundary abuts the Bayshore Park; and

WHEREAS, the Academy is in the process of redevelopment and has begun new construction within their facility; and

WHEREAS, in early 2019, the Academy requested to utilize a portion (approximately 10,500 square feet) of the City owned Bayshore Park property, located at 2300 Pine Tree Drive, for staging and storage during their construction; and

WHEREAS, on April 2019, the Mayor and City Commission adopted Resolution No. 2019-30765 granting a License and Use Agreement to the Academy with an expiration date of June 21, 2020 or 15 months from the effective date, whichever is earliest; and

WHEREAS, after significant delays to their project, the Academy has now commenced the construction of their new facility and is requesting an amendment to the original Agreement ("Amendment No. 1" or the "Amendment") to allow for the use of this portion of the Bayshore Park property until February 28, 2022 or until the City commences its construction project on the adjacent City property; and

WHEREAS, the Hebrew Academy accepts the staging site in "As Is" condition, is aware that the park property is subject to environmental and soil remediation and shall comply with the requirements and terms stipulated in the original Agreement and the proposed terms of the Amendment, some of which are listed below:

- The City may, through its City Manager, for its convenience and without cause, terminate the agreement at any time during the term by giving written notice;
- Indemnify and forever save and keep harmless the City, its officials, employees, contractors, and agents relating to the use of the site;
- Secure any necessary permits from all the government agencies including the State of Florida, Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resource Management (DERM) and the City of Miami Beach;
- Cover the ground of the entire staging area with the approved clean gravel or fill material from an approved source, to the necessary thickness for the duration of the use of this property;
- Furnish to the City a payment and performance bond, or its equivalent, in the sum of Fifty Thousand (\$50,000) Dollars, to guarantee the terms and conditions of this Agreement;
- Obtain all the necessary insurance policies prior to use of the staging area and during the term of the Agreement;
- Implement good housekeeping techniques to eliminate any site contamination;
- Implement waste management, sediment and erosion control best management practices; and
- Maintain the site and return the site to the City in as good as or better than the previously existing condition; and

WHEREAS, the use of this area by the Hebrew Academy does not interfere with any City activities or uses at this time; and

WHEREAS, the Administration is recommending that the Mayor and City Commission approve, in substantial form, Amendment No. 1 to the Agreement, incorporated herein by reference and attached to this Resolution as Exhibit "1".

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA that the Mayor and City Commission approve, in substantial form, Amendment No. 1 to the License and Use Agreement with the Greater Miami Hebrew Academy (Academy), which authorizes the Academy to use approximately 10,500 square feet of the City's Bayshore Park property, located at 2300 Pine Tree Drive, for construction staging purposes, along the northerly boundary of the Academy's property, located at 2400 Pine Tree Drive; said Amendment extending the term of the Agreement through February 28, 2022 or until the City commences its construction project on the adjacent City property, whichever occurs first, and modifying other miscellaneous provisions; and further authorize the City Manager to execute the final amendment.

PASSED and ADOPTED this ____ day of _____, 2021.

ATTEST:

Dan Gelber, Mayor

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION



City Attorney

2-19-21

Date



**AMENDMENT NO. 1 TO LICENSE AND USE AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
GREATER MIAMI HEBREW ACADEMY**

This Amendment No. 1 (Amendment) to the License and Use Agreement dated May 13, 2019 ("Agreement"), by and between the City of Miami Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 (the "City"), and Greater Miami Hebrew Academy, a Florida not for profit corporation, having its principal place of business at 2300 Pine Tree Drive, Miami Beach, Florida 33140 ("Licensee"), is entered into this ____ day of _____, 2021 ("Effective Date"):

RECITALS

WHEREAS, on April 10, 2019, the Mayor and City Commission adopted Resolution Number 2019-30765, approving a License and Use Agreement ("Agreement") with the Licensee; and

WHEREAS, on May 13, 2019, the City and Licensee executed the Agreement, which permitted Licensee to use the Staging Site (as defined in the Agreement), in connection with the Project (as defined in the Agreement); and

WHEREAS, the term of the Agreement expired on June 21, 2021; however, Licensee has not completed the Project and the parties wish to extend the term of the Agreement, subject to adding a termination for convenience and other provisions addressing the underground contamination that exists at the Staging Site and surrounding areas.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Consultant hereby agree to amend the Agreement as follows:

1. **ABOVE RECITALS.**

The above recitals are true and correct and are incorporated as part of this Amendment.

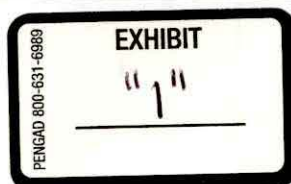
2. **MODIFICATIONS.**

The Agreement is hereby amended (deleted items ~~struck through~~ and inserted items underlined) as follows:

(a) Section 2 of the Agreement is hereby deleted in its entirety and replaced as follows:

2. Permitted Uses.

A. Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, a portion of the City's property, having a



physical address of 2300 Pine Tree Drive, Miami Beach, Florida 33140 (Folio No. 02-3227-000-0100) ("City's Property"), as more particularly described in the sketch and legal description attached as **Exhibit "A"** hereto, ("Staging Site").

B. Licensee may occupy and use the Staging Site solely for the purpose of staging equipment and storage of materials in connection with those certain private improvements and repairs being undertaken by the Licensee at Licensee's property, having a physical address of 2400 Pine Tree Drive Miami Beach, Florida 33140 (Folio No 02-3227-000-0092) ("Licensee's Property"), in connection with the work which is the subject of City of Miami Beach permit number BCO616-0530 (hereinafter referred to as the "Project").

C. Licensee accepts the Staging Site in "As Is" condition. Licensee is aware that the Staging Site is contaminated and shall comply with the following requirements:

1. As a condition precedent to using the Staging Site, Licensee shall:
 - a. secure any and all governmental approvals which may be required to use the Staging Site pursuant to this Agreement, and based upon the current and future conditions of the Staging Site including, without limitation, the State of Florida, Miami-Dade County Division of Environmental Resource Management (DERM), and the City of Miami Beach, and any other required regulatory permits (collectively the "Permits") to utilize the Staging Site for the permitted purposes set forth in the Agreement; and
 - b. cover the ground of the entire Staging Site with the approved clean gravel or fill material from approved source, to the necessary thickness for the duration of the use of the Staging Site;
 - c. submit a plan for use of the Staging Site for the approval of the City and DERM that will include, the following information:
 - i. a scaled site plan or survey that identifies the Staging Site;
 - ii. identifies the source of gravel fill (must be a clean fill source) to be used;
 - iii. identifies the thickness of the gravel fill and the area of the Staging Site that fill thickness will be applied;
 - iv. provides a maintenance and inspection plan to ensure the gravel fill does not erode over time due to the heavy equipment use in the Staging Site;
 - v. provides a dust management plan; and
 - vi. provides a description of the proposed use;
 - d. comply with the warranties and representations contained in that certain Letter, dated February 12, 2021, from Licensee's current contractor, AVI Contractors, Inc., to DERM, a copy of which is incorporated herein by reference and attached as Exhibit "1", and any additional requirements which DERM or any other governmental agency having authority over the Staging Site may require, at any time

during the Licensee's use of the Staging Site, including, without limitation, the following:

- i. six (6) inches of gravel fill must be placed across the entire Staging Site to be utilized and shall be placed on top of a high visibility (bright colored) geotextile fabric;
- ii. the gravel fill shall extend a minimum of 2" in all directions beyond the fence;
- iii. during times of breach of the 6" fill thickness and repair of the fill, continuous misting shall be conducted to prevent dust;
- iv. dust/visible dust shall be suppressed at all times so as not to cause a nuisance condition per Chapter 24, Code of Miami Dade County;
- v. all work shall be in accordance with all applicable OSHA and other applicable guidelines; and
- vi. following completion of the work relating to the Project, the gravel fill shall require characterization sampling and proper disposal documentation shall be provided to DERM for review and approval; and
- vii. any other requirements which may be required by DERM from time to time.

2. In addition to its obligations under Section 11, Licensee shall prevent any runoff from the Staging Site onto the City's Property.

3. As a condition of use of the Staging Site, Licensee shall be required to install, and maintain in good condition, a fence around the Staging Site, which will include a wind screen and silt fence, and will remain locked at all times after business hours. Licensee shall be responsible for securing the required governmental approvals/permits from the City's Building Department in connection with the installation and maintenance of the fence.

(b) Subsection (A) (Term) of Section 4 (Term/Termination) is hereby amended as follows:

A. Term. The term of this Agreement shall commence upon execution of the Agreement by both Parties, which shall be referenced as the "Effective Date" on page 1 (above) of this Agreement, and shall expire ~~by June 21, 2020 or 15 months from the Effective Date, whichever is the earliest date,~~ on February 28, 2022, upon completion of the Project, or until such time as the City notifies Licensee that it is ready to commence the construction work on the City's Property ("City's Notice to Commence"), whichever occurs first, unless terminated earlier pursuant to the terms of this Agreement. The Notice to Commence shall be sent to Licensee at least thirty (30) days in advance.

(c) A new Section 4 (C) is hereby added to the Agreement, as follows:

C. Termination for Convenience of the City.

THE CITY MAY ALSO, THROUGH ITS CITY MANAGER, AND FOR ITS CONVENIENCE AND WITHOUT CAUSE, TERMINATE THE AGREEMENT AT ANY TIME DURING THE TERM BY GIVING WRITTEN NOTICE TO LICENSEE OF SUCH TERMINATION; WHICH SHALL BECOME EFFECTIVE WITHIN THIRTY (30) DAYS FOLLOWING RECEIPT BY THE LICENSEE OF SUCH NOTICE. ADDITIONALLY, IN THE EVENT OF A PUBLIC HEALTH, WELFARE OR SAFETY CONCERN, AS DETERMINED BY THE CITY MANAGER, IN THE CITY MANAGER'S SOLE DISCRETION, THE CITY MANAGER, PURSUANT TO A VERBAL OR WRITTEN NOTIFICATION TO LICENSEE, MAY IMMEDIATELY SUSPEND THE USE OF THE STAGING SITE FOR A TIME CERTAIN, OR IN THE ALTERNATIVE, TERMINATE THIS AGREEMENT ON A GIVEN DATE. IF THE AGREEMENT IS TERMINATED FOR CONVENIENCE BY THE CITY, THE CITY SHALL BE DISCHARGED FROM ANY AND ALL LIABILITIES, DUTIES, AND TERMS ARISING OUT OF, OR BY VIRTUE OF, THIS AGREEMENT.

(d) Section 13 is hereby deleted in its entirety and replaced with the following:

13. Surrender of Staging Area/Licensee's Obligation for Restoration. Upon expiration or earlier termination, of this Agreement, Licensee shall immediately remove Licensee's Property and all rocks, gravel or other materials ("Ground Cover") placed on the ground cover of the Staging Site; dispose of the Ground Cover as required by applicable law and in accordance with standing resolutions or other environmental agreements which may be in place at the time; and restore the Staging Site and any other adjacent City property affected by the Licensee's activities (collectively, the "Affected Area"), in accordance with the Permits and to a condition that is not only safe and usable, but that is as good as, or better, than previously existed prior to the Effective Date of this Agreement. Additionally, within thirty (30) days from the expiration or earlier termination of this Agreement, Licensee shall provide evidence that all Permits have been closed including, without limitation, final approval from DERM of the Staging Site close out, and that Licensee has complied with any outstanding conditions of the Permits. If upon inspection by the City, the City, in its sole discretion, determines that the condition of the Staging Site or Affected Area requires additional restoration/remediation, as a result of the Licensee's use, Licensee will perform such additional restoration work within ten (10) days from the date requested by the City. Licensee shall perform the restoration process in such a way as to minimize interference with the use and operation of the City's Property. Upon completion of the afordescribed restoration process, or if requested earlier by the City, in writing, Licensee shall immediately surrender the Staging Site ("Staging Site Surrender Date").

Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Agreement. Unless authorized by the City, continued occupancy of the Staging Site after the Staging Site Surrender Date shall constitute trespass by the Licensee, and may be prosecuted as such. In addition, Licensee shall pay to the City One Thousand (\$1,000.00) Dollars per day as liquidated damages for such trespass and holding over.

4. RATIFICATION.

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict

between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

DRAFT

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:

Rafael E. Granado, City Clerk

**Raul J. Aguila, Interim City
Manager**

Date

FOR LICENSEE:

**GREATER MIAMI HEBREW
ACADEMY**

ATTEST:

By:

Secretary

President

Print Name

Print Name

Date



February 12, 2021

DERM
701 NW 1st Court
8th Floor
Miami, FL 33136
Phone: 305-372-6925 Fax: 305-372-6954

Attn: Thomas Kux, P.G.

Project: New Middle / High School Building

Re: Staging Area Requirements & Procedures

Dear Mr. Kux,

Per our discussion today, the following is our plan regarding the steps we will take to ensure the appropriate Protocols are followed with regards to the Staging Area for a period of 12 months at Bayshore Park for the construction of The Greater Miami Hebrew Academy Middle-High School Addition. I have attached the survey and staging area sketch identifying what areas we will be utilizing and where we will install the 57 rock and fabric along with the thickness.

- Foot traffic and storage containers will be in the area highlighted in pink where we will install Geotextile fabric and **3" of 57 Rock** from Titan Quarry (Specs attached).
- Heavier trucks, lulls, and deliveries will take place in the Green shaded areas where we will install the Geotextile fabric and **6" of the 57 Rock**.
- We will maintain a load of the 57 rock on site at all time to address any areas that require maintenance and repair due to the traffic.
- We will carry out inspections of the rock on a weekly basis to ensure the thicknesses remain per the above and are in good condition. I will personally make these inspections & will address any issues immediately. There is full time supervision on Site that will also review these conditions on a daily basis.
- The fence surrounding the area will include a wind screen and silt fence and will remain locked at all times after business hours.
- We will maintain water service for dust control on site as well.

We greatly appreciate your attention as construction has begun and until this staging area is provided we are unable to proceed which will impact the project's completion date and hold up the opening of this campus.

In conclusion, I hope the above outline satisfies any of DERMS concerns and respectfully request an expedited review and approval within the next few days as it is of extreme urgency.

Best Regards

A handwritten signature in blue ink, appearing to read 'Vincent Mish'.

Vincent Mish
President

Exhibit "1"

A.V.I. Contractors, Inc.

2771 Executive Park Dr. Suite #2 • Weston, FL 33331
Phone: (954) 557-6249 • www.avicontractors.com

EXHIBIT A - STAGING SITE
SKETCH AND LEGAL



LOCATION MAP

SECTION 27, TOWNSHIP 53 SOUTH, RANGE 42 EAST
 LYING AND BEING IN MIAMI-DADE COUNTY FLORIDA
 (NOT TO SCALE)

SUBJECT PROPERTY ADDRESS:

FOLIO No. 02-1227-000-0100
 2300 PINE TREE DRIVE
 MIAMI BEACH, FL 33140

AREA OF PROPERTY: 4,993,718.4 SQUARE FEET AND/OR
 114.64 ACRES MORE OR LESS.


CERTIFIED TO:

THIS SKETCH AND LEGAL HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAME HEREON. THE CERTIFICATIONS DO NOT EXTEND TO ANY UNNAMED PARTIES

- GREATER MIAMI HEBREW ACADEMY
- CITY OF MIAMI BEACH

SURVEYORS CERTIFICATE:

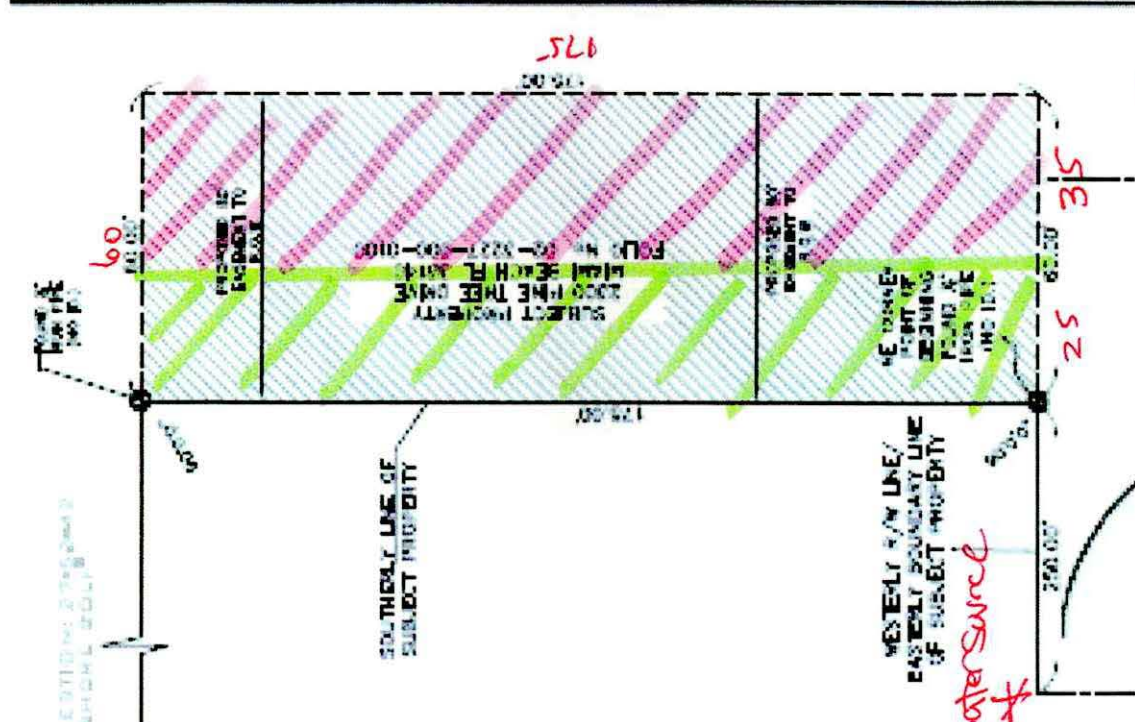
I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THIS "SPECIFIC PURPOSE SURVEY" IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION THAT IT MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 50-17.050 THROUGH 50-17.052 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, PURSUANT TO CHAPTER 42.02, FLORIDA STATUTE.

SIGNED  FOR THE FIRM ARTURO MENDIOLA, P.S.M.
 P.S.M. No. 5844-STATE OF FLORIDA NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES IN A DIGITAL FORMAT NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL

SHEET 1 NOT VALID WITH OUT SHEET 2	
FOLIO NUMBER: 02-1227-000-0100	
LOCATION MAP, SURVEYORS NOTES & CERTIFICATE	
Project No. 1802-102	
Drawn by: M.G.	SKETCH
Approved by: AM	SHEET 1 OF 2
DATE: 03-21-2019	Scale: AS SHOWN



1435 S.W. 87th AVENUE
 SUITE "201"
 MIAMI, FL 33174
 PHONE: (305) 556-4002
 FAX: (305) 556-4008
 EMAIL: JFEE@LMSURVEYING.COM



6" 57 Rock for Heavy Trucks
Lifts etc

3" 57 Rock Foot Traffic office

LEGAL DESCRIPTION OF PROPOSED EASEMENT,

A 10,000 SQUARE FOOT AREA FOR INGRESS, EGRESS AND REMOVAL AND CONSTRUCTION STAGING PURPOSES ALONG A PORTION OF LAND IN THE SE 1/4 OF SECTION 27, TOWNSHIP 23 SOUTH, RANGE 43 EAST, DADE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EASTERLY LINE OF FINE TREE DRIVE AT THE INTERSECTION WITH THE WESTERLY LINE OF WEST 28TH STREET, AS SHOWN ON THE PLAT OF FLAMINGO TERRACE EXTENSION, RECORDED IN PLAT BOOK 38, PAGE 24, PUBLIC RECORDS OF DADE COUNTY, FLORIDA. THENCE RUN SOUTHWEST ALONG THE EASTERLY LINE OF FINE TREE DRIVE FOR A DISTANCE OF 174.98 FEET TO A POINT, THENCE RUN WESTERLY, AT RIGHT ANGLE TO THE EASTERLY BOUNDARY LINE OF SUBJECT PROPERTY, SAID LINE ALSO BOUND THE WESTERLY HIGH-WAY LINE OF FINE TREE DRIVE FOR A DISTANCE OF 150.00 FEET TO THE POINT THENCE NORTH ALONG THE EASTERLY BOUNDARY LINE OF SUBJECT PROPERTY FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING THE CORNER OF SUBJECT PROPERTY; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 50.00 FEET; THENCE WEST AT RIGHT ANGLE 180° FOR A DISTANCE OF 175.00 FEET; THENCE SOUTH AT RIGHT ANGLE 90° FOR A DISTANCE OF 60.00 FEET; THENCE EAST AT RIGHT ANGLE 90°, ALONG THE WESTERLY BOUNDARY LINE OF SUBJECT PROPERTY FOR A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS LING AND BEING IN MIAMI DADE COUNTY, FLORIDA AND CONTAINING 10,000 SQ. FT. OR 0.241 ACRES MORE OR LESS.

Geotextile fabric
Entire Staging Area

SKETCH AND LEGAL EXHIBIT 'A'

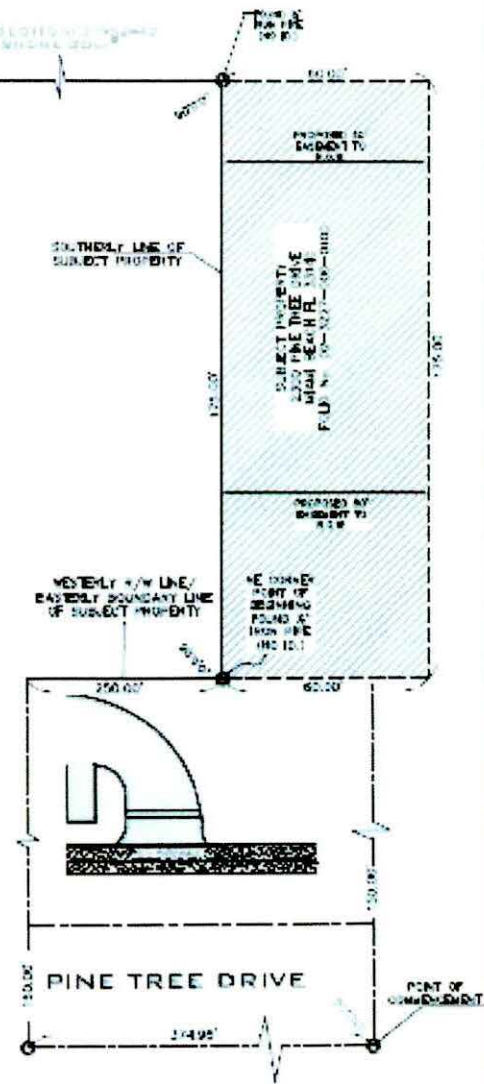
LEGAL DESCRIPTION OF PROPOSED EASEMENT:

A 10,000 SQUARE FOOT AREA FOR HIGHWAYS, EGRESS AND HEEDS AND CONSTRUCTION STAGING PURPOSES ALONG A PORTION OF LAND IN THE SE 1/4 OF SECTION 22, TOWNSHIP 22 SOUTH, RANGE 42 EAST, DADE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EASTERY LINE OF PINE TREE DRIVE AT THE INTERSECTION WITH THE NORTHERLY LINE OF WEST 20TH STREET AS SHOWN ON THE PLAT OF FLAMINGO TERRACE EXTENSION, RECORDED IN PLAT BOOK 36, PAGE 20, PUBLIC RECORDS OF DADE COUNTY, FLORIDA. THENCE RUN NORTHERLY ALONG THE EASTERY LINE OF PINE TREE DRIVE FOR A DISTANCE OF 374.96 FEET TO A POINT, THENCE RUN NORTHERLY, AT RIGHT ANGLE TO THE EASTERY BOUNDARY LINE OF SUBJECT PROPERTY, SAID LINE ALSO BEING THE NORTHERLY HIGHWAY-RAY LINE OF PINE TREE DRIVE FOR A DISTANCE OF 100.00 FEET TO THE POINT, THENCE NORTH ALONG THE EASTERY BOUNDARY LINE OF SUBJECT PROPERTY FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING. SAID POINT ALSO BEING THE NE CORNER OF SUBJECT PROPERTY; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE FOR A DISTANCE OF 50.00 FEET, THENCE WEST AT RIGHT ANGLE (90°) FOR A DISTANCE OF 175.00 FEET; THENCE SOUTH AT RIGHT ANGLE (90°) FOR A DISTANCE OF 60.00 FEET, THENCE EAST AT RIGHT ANGLE (90°) ALONG THE NORTHERLY BOUNDARY LINE OF SUBJECT PROPERTY FOR A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING.

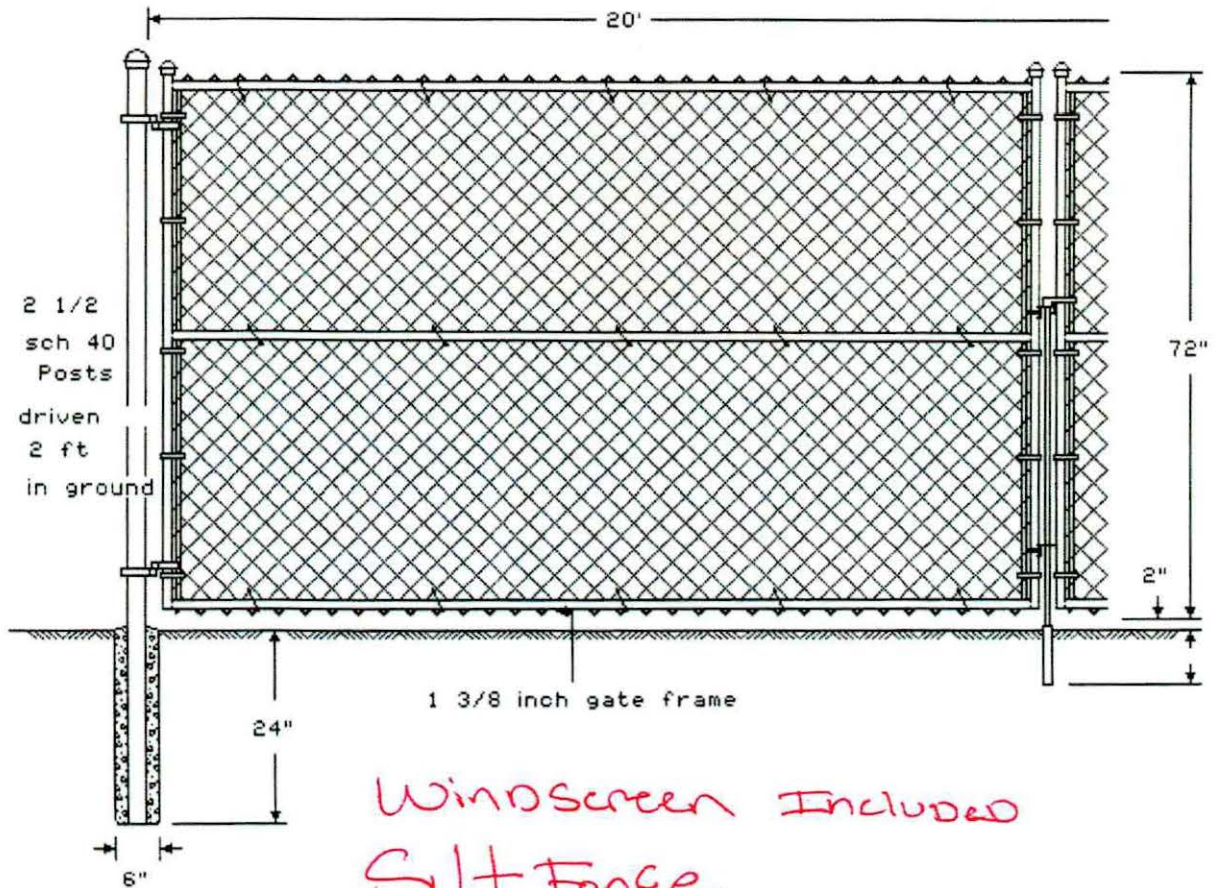
SAID LANDS LING AND BEING IN MIAMI DADE COUNTY, FLORIDA AND CONTAINING 10,000 SQ. FT. OR 0.241 ACRES MORE OR LESS.



SHEET 2 NOT VALID WITH OUT SHEET 1	
JOB NO NUMBER - 00-3227-000-0100	
DESIGN & ABREVIATION - SKETCH AND LEGAL	
Project No. - 1007-100 - SKETCH AND LEGAL	
Drawn by: ATG	SKETCH
Approved by: AM	SHEET 2 OF 2
Date: 03-23-2019	Scale: 1" = 40'



1425 S.W. 87TH AVENUE
SUITE 2001
MIAMI, FL 33174
PHONE: (305) 559-4000
FAX: (305) 559-4000
200441
WWW.LANDMARKSURVEYING.COM



6 ft double temporary gate 20 ft double

CARLSON FENCE COMPANY, INC.
 8491 N.W. 64th Street
 MIAMI, FL 33166
 305-593-8590 fax 305-477-5136

DRAWN BY: 12/09/14	SCALE:	PAGE:
REVISED: 12/09/14	FILE:	1 of 1



Aggregates Monthly Averages Report

Pennsuco Mine 87-145 11000 N.W. 121 Way, Medley, Florida, 33178
305-827-7441

Pennsuco Mine 87-145

Jan-21

Period	1/1/2021 - 1/31/2021
Plant	Titan America Pennsuco Mine 87-145

Product	104 ASTM #4 Ballast Code 06 - P1	157 ASTM #57 Code 10 - P1	157 ASTM #57 Code 10 - P2	167 ASTM #67 Code 12 - P1	189 ASTM #89 Code 17 - P1	189 ASTM #89 Code 17 - P2	189 ASTM #89 Code 17 - P3	490 Concrete (C) Scr. F03	492 Asph (C) Scr F20	431 Comm. (Med) Scr.	1/2" Basic Stone	1/4" Basic Stone
2" (50mm)	100											
1 1/2" (37.5mm)	92.1	100.0	100.0									
1" (25mm)	36.1	100.0	99.9	100.0							100.0	
3/4" (19mm)	5.4	83.9	80.7	96.0							100.0	
1/2" (12.5mm)	2.4	41.2	41.2	70.0	100.0	100.0	100.0				81.4	
3/8" (9.5mm)	1.9	19.4	20.6	37.0	95.9	98.2	96.2	100.0	100.0	100.0	45.5	100.0
1/4" (6.3mm)											12.5	83.9
#4 (4.75mm)	1.4	4.0	4.6	4.4	37.7	42.4	43.7	100.0	100.0	100.0	6.2	62.3
#8 (2.36mm)		2.1	2.4	2.0	3.4	3.9	10.7	89.8	89.7	90.3	1.5	0.0
#16 (1.18mm)					2.0	1.8	6.1	60.3	60.3	65.7		
#30 (0.6mm)								37.3	37.4	47.4		
#50 (0.3mm)					1.5	1.4	4.4	19.8	20.0	30.5		
#100 (0.15mm)								64.0	6.9	8.4		
#200 (75µm)								1.39	1.38	0.87		
FM	7.94	6.83	6.84	6.54	5.56	5.49	5.26	2.86	2.86	2.58		
Unit Wt (Rodded) (lb/ft ³)		80	82	81	82	82		100	100	100		
Void (Rodded) (%)		43	42	43	42	43		34	34	34		
LA Abrasion (B.500) (%)	36	38	37	36								
LA Abrasion (C.500) (%)					34	33	31					
-#200 (75µm) (%)	0.57	0.73	0.83	0.56	0.53	0.48	0.57	1.37	1.35	1.58		0.61
Standard:												
Absorption	3.83	5.13	5.54	4.43	5.25	5.14		3.06	3.06	2.74		5.28
SPGR (Dry Gsb)	2.274	2.269	2.279	2.285	2.290	2.282		2.444	2.444	2.458		2.264
SPGR (SSD)	2.362	2.365	2.405	2.386	2.410	2.400		2.518	2.518	2.525		2.383
Alternative:												
Absorption		6.93	7.15	6.77	6.60	6.55						6.88
SPGR (Dry Gsb)		2.277	2.257	2.285	2.296	2.298						2.28
SPGR (SSD)		2.435	2.418	2.439	2.247	2.449						2.44

If values for certain tests do not change from one month to the next, this means that either none of the subject material was produced or some was produced but results were unavailable.

Rodded unit weights are not normally run on these products per FDOT requirements, but can be performed upon request.
 Specific gravities are run according to AASHTO T-85/84 requirements and procedures.
 Minus 200 are ran according to AASHTO T-11 and Fla Method T-11
 Sieve analysis ran and FM calculated in according to ASTM C-136 /AASHTO T-27
 SSD Specific Gravity & Absorption are tested using both the standard and alternative method of testing in accordance to AASHTO T85/ASTM C127