

AGENDA



Regular Council Meeting

Wednesday, December 8th, 2021 5:00 p.m.

REGULAR COUNCIL MEETING

WEDNESDAY, DECEMBER 8, 2021

5:00 P.M.

1. **CALL TO ORDER/ROLL CALL OF MEMBERS**

2. **PLEDGE OF ALLEGIANCE**

3. **PUBLIC COMMENTS:** *Any person wishing to address the Council, should state name, address, prior to making the statement, for the record.*

4. **PUBLIC HEARINGS:**

SECOND READING:

TAB 1

- A. AN ORDINANCE OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$19,000,000 OF THE VILLAGE OF INDIAN CREEK, FLORIDA, ROADWAY IMPROVEMENT SPECIAL ASSESSMENT BONDS OR NOTES, SERIES 2021; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BONDS OR NOTES; PROVIDING FOR AN EFFECTIVE DATE. (Ordinance # 228)

TAB 2

- B. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, RELATING TO THE PROVISION OF ROADWAY IMPROVEMENTS WITHIN THE VILLAGE; PROVIDING FOR AUTHORITY, DEFINITIONS, AND INTERPRETATION; LEVYING AND IMPOSING A SPECIAL ASSESSMENT FOR SAID ROADWAY IMPROVEMENTS; CONFIRMING INITIAL ASSESSMENT RESOLUTION; ESTABLISHING THE METHOD BY WHICH THE PROPOSED SPECIAL ASSESSMENT SHALL BE MADE; PROVIDING FOR EQUALIZATION, FILING, AND LIEN ON PROPERTIES TO BE ASSESSED; PROVIDING FOR EFFECT OF ADOPTION OF FINAL ASSESSMENT RESOLUTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. (Resolution # 828)

TAB 3

- C. A RESOLUTION OF THE VILLAGE OF INDIAN CREEK, FLORIDA, PROVIDING FOR THE UNIFORM METHOD OF LEVYING, COLLECTING AND ENFORCING NON-AD VALOREM ASSESSMENTS FOR ROADWAY IMPROVEMENTS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 197.3632, F.S. THROUGHOUT THE INCORPORATED AREA OF THE VILLAGE FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING AND TRANSMITTAL OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE. (Resolution # 829)

TAB 4

- D. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, **AWARDING THE REQUEST FOR PROPOSALS FOR TAX-EXEMPT ROADWAY IMPROVEMENT SPECIAL ASSESSMENT BOND TO _____**; AUTHORIZING THE NEGOTIATION OF THE BOND IN AN AMOUNT NOT TO EXCEED \$19,000,000 FOR A PERIOD OF 15 YEARS FOR THE CONSTRUCTION OF THE ROADWAY IMPROVEMENTS; PROVIDING FOR THE NEGOTIATIONS OF A LOAN AGREEMENT, BOND AND OTHER DOCUMENTS TO BE APPROVED BY SUBSEQUENT RESOLUTION; AUTHORIZING OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Resolution # 830)

5. **ORDINANCES:**

A. FIRST READING:

TAB 5

AN ORDINANCE OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, **ESTABLISHING A TEMPORARY BUILDING MORATORIUM FOR NEW BUILDINGS AND SUBSTANTIAL RENOVATIONS OF EXISTING BUILDINGS**; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE. (Ordinance # 229)
(SECOND READING SCHEDULED ON DECEMBER 20, 2021)

6. **RESOLUTIONS:**

TAB 6

- A. A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, **ACCEPTING EASEMENTS FROM PROPERTY OWNERS FOR PLACEMENT OF SECURITY EQUIPMENT**; PROVIDING FOR AN EFFECTIVE DATE. (Resolution # 831)

7. **ADJOURNMENT**

TAB 1

ORDINANCE NO. 228

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$19,000,000 OF THE VILLAGE OF INDIAN CREEK, FLORIDA ROADWAY IMPROVEMENT SPECIAL ASSESSMENT BONDS OR NOTES, SERIES 2021; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BONDS OR NOTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council (the “Council”) of Indian Creek Village, Florida (the “Village”) desires to authorize the issuance of not exceeding \$19,000,000 of bonds or notes for the purpose of financing a portion of the costs of the design and complete rebuilding of the existing 1.6-mile long roadway, including, but is not limited to, the realignment of the existing roadway, all paving, drainage, storm-water, potable water and a new sanitary sewer grinded/system, lighting, landscaping and a pedestrian pathway as well as the relocation of utilities such as telecommunication lines (the “Roadway Redevelopment Project”), and paying costs of issuance of the bonds or notes; and

WHEREAS, the Council desires that the bonds or notes be on such terms and awarded to such purchasers and secured by special assessments imposed by the Village on the benefitted properties of the Village, as further specified by subsequent resolution of the Council.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. In accordance with the provisions of the Charter of the Village, Chapter 20, Section 20-12 of the Code of Ordinances of the Village and Chapter 166, Florida Statutes, and other applicable provisions of law there are hereby authorized to be issued bonds or notes (the “Bonds”) of the Village, in an aggregate principal amount not to exceed \$19,000,000, in one or more series, for the purpose of financing a portion of the costs of the Roadway Reconstruction Project within the Village and paying costs of issuance of the Bonds. The Bonds shall be designated “Indian Creek Village, Florida Roadway Improvement Special Assessment Bonds or Note” (with appropriate series designation), or such other designation as may be approved by supplemental resolution, shall be dated such date, shall be in such denominations, shall be stated to mature no later than thirty years from their date of issuance or two years after the last installment of special assessments levied to pay

the bonds or notes, shall bear interest from their dated date at a rate or rates not exceeding the maximum rate permitted by law at the time of issuance of the Bonds, shall be subject to redemption at the option of the Village at such times and prices, and shall have such other details, all as shall hereafter be determined by the Council by supplemental resolution. The supplemental resolution may be adopted, and the Bonds may be issued, at any time after the effective date of this Ordinance.

Section 2. The Village Manager is hereby authorized to negotiate with banks or other financial institutions for the purchase of the Bonds and with respect to the terms of the Bonds. The Village Attorney and Bond Counsel to the Village are hereby authorized to draft documents and to do all other things necessary to accomplish the issuance and sale of the Bonds.

Section 3. This Ordinance will become effective immediately upon adoption on second reading.

PASSED AND ADOPTED on first reading this 4th day of November, 2021.

PASSED AND ADOPTED on second reading this 8th day of December, 2021.

BERNARD KLEPACH, MAYOR

ATTEST:

MARILANE LIMA, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

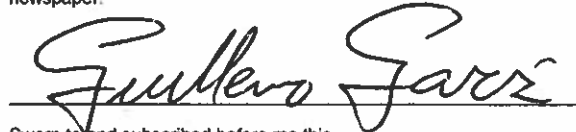
Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

INDIAN CREEK VILLAGE - PUBLIC HEARING - DEC. 8, 2021

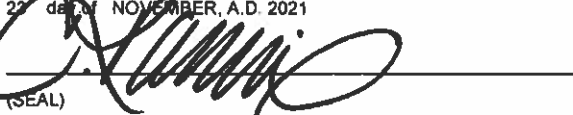
in the XXXX Court,
was published in said newspaper in the issues of

11/23/2021

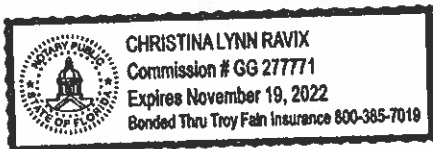
Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this
27 day of NOVEMBER, A.D. 2021


(SEAL)

GUILLERMO GARCIA personally known to me



INDIAN CREEK VILLAGE

"AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$19,000,000 OF THE VILLAGE OF INDIAN CREEK, FLORIDA ROADWAY IMPROVEMENT SPECIAL ASSESSMENT BONDS OR NOTES, SERIES 2021; PROVIDING FOR A SUPPLEMENTAL RESOLUTION SETTING FORTH THE DETAILS OF SAID BONDS OR NOTES; AND PROVIDING AN EFFECTIVE DATE."

PUBLIC HEARING

The Village Council will hold a second and final Public Hearing of Ordinance on Wednesday, December 8, 2021 at 5:00 p.m. at the Indian Creek Village Hall - 9080 Bay Drive, Indian Creek, FL 33154.

Copies of the proposed Ordinance can be inspected by the public between the hours of 9:00 am and 4:00 p.m., weekdays at the Village Hall. Interested parties may appear and be heard.

11/23

21-40/0000564703M

TAB 2

RESOLUTION NO. 2021-828

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, RELATING TO THE PROVISION OF ROADWAY IMPROVEMENTS WITHIN THE VILLAGE; PROVIDING FOR AUTHORITY, DEFINITIONS, AND INTERPRETATION; LEVYING AND IMPOSING A SPECIAL ASSESSMENT FOR SAID ROADWAY IMPROVEMENTS; CONFIRMING INITIAL ASSESSMENT RESOLUTION; ESTABLISHING THE METHOD BY WHICH THE PROPOSED SPECIAL ASSESSMENT SHALL BE MADE; PROVIDING FOR EQUALIZATION, FILING, AND LIEN ON PROPERTIES TO BE ASSESSED; PROVIDING FOR EFFECT OF ADOPTION OF FINAL ASSESSMENT RESOLUTION; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Village Council of Indian Creek Village, Florida, (the “Village Council”) has enacted Ordinance No. 194 (the “Ordinance”), which authorizes the imposition of special assessments for improvements, including the Roadway Redevelopment Project; and

WHEREAS, the Village Council, on November 4, 2021 adopted Resolution No. 2021-827 (the “Initial Assessment Resolution”) establishing the imposition of a Roadway Assessment for the Roadway Redevelopment Project on all Assessed Properties located on Indian Creek Island; and

WHEREAS, the Initial Assessment Resolution contains and references a brief and general description of the Roadway Redevelopment Project that provides for the total reconstruction of the Roadway; describes the method of apportioning the Roadway Cost to compute the individual Roadway Assessments; establishes the Annual Assessment Rate and the Lump Sum Assessment Rate of assessment; directs the preparation of the Preliminary

Assessment Roll and provides for public notice required by the Ordinance and the Uniform Collection Act; and

WHEREAS, the Initial Assessment Resolution authorized, pursuant to Section 197.3632, Florida Statutes (the “Uniform Collection Act”), the collection of such Roadway Assessments on the property tax bill (the “Uniform Method”), commencing with the tax bill issued in November 2022; and

WHEREAS, in order to impose the Roadway Assessment for the Fiscal Year beginning October 1, 2022, the Ordinance and the Uniform Collection Act requires the Village Council to adopt a Final Assessment Resolution which establishes the maximum rates of assessment and approves the Assessment Roll, with such amendments as the Village Council deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance and the Uniform Collection Act; and

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance and the Uniform Collection Act which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Exhibit “A” and the proof of publication being attached hereto as Exhibit “B”; and

WHEREAS, a public hearing was held on December 8, 2021 and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance and the Uniform Collection Act; and

WHEREAS, any and all complaints as to individual Roadway Assessments have been considered by the Village Council meeting for the purpose of considering the equalization of individual assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE INDIAN CREEK VILLAGE COUNCIL:

SECTION 1. RECITALS. The recitals as set forth above, are true and correct and are hereby fully adopted, confirmed and incorporated herein.

SECTION 2. AUTHORITY. This resolution is adopted pursuant to Ordinance No.194; Resolution No. 2021-827; Article VII, Section 2, Florida Constitution; Sections 166.02 and 166.041, Florida Statutes; the Uniform Collection Act and other applicable provisions of law.

SECTION 3. DEFINITIONS AND INTERPRETATION. This resolution constitutes the Final Assessment Resolution as defined in Ordinance No. 194. All capitalized terms in this resolution shall have the meanings defined in the Ordinance and the Initial Assessment Resolution, as amended and supplemented hereby.

SECTION 4. LEVY AND IMPOSITION OF ASSESSMENT. Having considered all testimony provided at the public hearing and based on the findings and professional reports described in the Initial Assessment Resolution, including the Technical Memorandum, as which has been revised based upon the financing proposals received by the Village, which is attached hereto and made a part hereof as Exhibit “C”, the Village Council has determined that it is appropriate, advisable, and in the best interests of the Village, its residents and property owners, to levy the Roadway Assessments, including the annual Roadway Assessments and the Lump

Sum Assessments in the amounts and against the properties described in the Final Assessment Roll attached as Exhibit “D” to this Resolution, and said assessment is hereby levied and imposed.

SECTION 5. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION.

The Initial Assessment Resolution, as modified, amended and supplemented herein, is hereby confirmed.

SECTION 6. COLLECTION. The Village Manager is hereby directed to take any and all appropriate steps to provide for the collection of such Roadway Assessments using the Uniform Method, commencing with the tax bill issued in November 2022. The Village Attorney is hereby authorized to initiate and maintain all proceedings necessary and appropriate to provide for the Uniform Method of collection of any and all Roadway Assessments, including the assessments based upon the Annual Assessment Rate and the Lump Sum Assessment Rate.

SECTION 7. IMPOSITION OF ASSESSMENTS. The Roadway Assessments shall be imposed against all Assessed Parcels located in the Village for each Fiscal Year for fifteen (15) years commencing with Fiscal Year beginning on October 1, 2022, with the first fourteen (14) Fiscal Years in the amount of Annual Assessment Rate and the final Fiscal Year in the amount of the Lump Sum Assessment Rate, all of which shall be computed in accordance with the method set forth in Section 5 of the Initial Assessment Resolution. When imposed, the Roadway Assessments for each Fiscal Year shall constitute a lien upon the Assessed Property as provided by the Ordinance and the Uniform Collection Act

SECTION 8. EQUALIZATION. Having considered all complaints as to individual Roadway Assessments, the Village Council has determined that no adjustment or equalization is necessary to provide for a just and fair result.

SECTION 9. FILING. Upon adoption, this Resolution shall immediately be filed with the Village Clerk, and the Final Assessment Roll shall be filed with the Village Council, Village Clerk and the Miami-Dade Property Appraiser and Tax Collector in the manner provided in the Ordinance and the Uniform Collection Act.

SECTION 10. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the determination of special benefit and fair appointment to the Assessed Property, the method of apportionment and assessment, the rates of assessments, the Final Assessment Roll and the levy and lien of the Roadway Assessments), unless proper steps shall be initiated in a court of competent jurisdiction within thirty (30) days of the filing with the Village Clerk of a copy of this Final Assessment Resolution as provided in Section 27.1-28 of the Ordinance.

SECTION 12. SEVERABILITY. The provisions of this resolution are declared to be severable and if any section, sentence, clause or phrase of this resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this resolution but they shall remain in effect, it being the legislative intent that this resolution shall stand notwithstanding the invalidity of any part.

SECTION 13. EFFECTIVE DATE. This Final Assessment Resolution shall take effect immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED THIS 8th day of December, 2021.

ATTEST:

BERNARD KLEPACH,
MAYOR

MARILANE LIMA. CMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT “A”

Affidavit of Mailed Notice

AFFIDAVIT

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

BEFORE ME, the undersigned authority, personally appeared **Jennifer Medina, Village Manager for Indian Creek Village, Florida** (the "Affiant"), who being first duly sworn upon oath, deposes and says:

That Affiant provided mailed notice to all addresses listed in Exhibit "1," attached hereto, on November 16, 2021. Said notice was in the form attached hereto as Exhibit "2."

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 8th day of December, 2021



JENNIFER MEDINA
VILLAGE MANAGER
INDIAN CREEK VILLAGE, FLORIDA

Sworn to and subscribed before me this 7th day of December, 2021, by Jennifer Medina, as Village Manager of Indian Creek Village, Florida. She is personally known to me or has produced Personally known as identification.



Notary Public, State of Florida

My commission expires:

ROSEANN PRADO

Print or Type Name of Notary Public

(Seal)

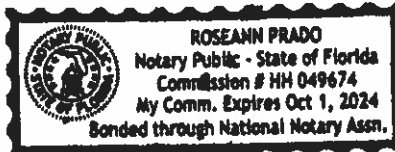


EXHIBIT 1

Norman Braman & W Irma 1 Indian Creek Island Rd Indian Creek, Florida 33154	Penguin Estates LLC (Fee Hldr) Irwin Tauber & Laura (Leasehold) 15 Indian Creek Island Road Indian Creek Florida 33154	Javier J Holtz & W Andria A 28 Indian Creek Island Road Indian Creek Florida 33154
Indian Creek Lot 2 LLC TRS 2 Indian Creek Land Trust 201 Jersey Avenue Spring Lake, NJ 07762	Mary A Stephens Shula 16 Indian Creek Island Road Indian Creek Florida 33154	Indian Creek Surfside Holdings LLC 29 Indian Creek Island Road Indian Creek Florida 33154
LTSC ICGCI LLC TRS\ Angouleme Holdings II Ltd P.O. Box 186 Lake Wales, Florida 33859	Rakesh Gangwal Shobha Gangwal 17 Indian Creek Island Road Indian Creek Florida 33154	Four Palms Of Indian Creek LLC 1515 Federal Highway #106 Boca Raton, Florida 33432
Cabana Love LLC 4 Indian Creek Island Road Indian Creek Florida 33154	JGDB LTD 18 Indian Creek Island Road Indian Creek Florida 33154	Mirasong LTD c/o Russell King 901 Surfside Blvd Surfside, Florida 33154
Somerville Corporation NV 901 Surfside Blvd Surfside, Florida 33154	JGDB LTD 19 Indian Creek Island Road Indian Creek Florida 33154	Desarrollo Inmobiliario PT S De R L De CV 31 Indian Creek Drive Indian Creek, Florida 33154
Somerville Corporation NV 901 Surfside Blvd Surfside, Florida 33154	Elad Invest Holding Corp. c/o Trident Trust Company 21 Indian Creek Island Road Indian Creek Florida 33154	Bernard Klepach & W Juliet 33 Indian Creek Island Road Indian Creek Florida 33154
Miracreek LTD c/o King Law Firm 1435 Brickell Ave, 15 Floor Miami, Florida 33131	Francois M Chateau TRS c/o Salans LLP 22 Indian Creek Island Road Indian Creek Florida 33154	Porpoise Investment Limited c/o Agro Products & Services 701 Brickell Ave, 17 th Floor Miami, Florida 33131
Robert Diener Michell Diener 8 Indian Creek Island Road Indian Creek Florida 33154	Rajendra Singh & W Neera 23 Indian Creek Island Road Indian Creek Florida 33154	36 IC Acquisition LLC TRS c/o Louis P Archambault Esq. 701 Brickell Ave, 17 th Floor Miami Florida 33131
SMM Sunny Holding LLC 9 Indian Creek Island Road Indian Creek Florida 33154	Carl C Icahn TRS c/o Icahn Associates Corp. 16690 Collins Avenue, PH Sunny Isles Beach, Fl 33160	Isabel Calama TRs Indian Creek Land Trust 1441 Brickell Ave, Ste 1400 Miami, Florida 33131
MTM Star International Corp 11 Indian Creek Island Road Indian Creek Florida 33154	Itzhak Ezratti 12717 W. Sunrise Blvd #415 Sunrise, Florida 33323	38 ICH LLC TRS 38 Indian Creek Holdings Land Trust P.O. Box 186 Lake Wales, Florida 33859
MTM Star International Corp 11 Indian Creek Island Road Indian Creek Florida 33154	26 Indian Creek LLC 19950 W Country Club Drive, 10 FL Aventura Florida 33180	Alicia Ziegert 39 Indian Creek Island Road Miami Beach, Florida 33154

Indian Creek #1 LLC 12 Indian Creek Island Road Indian Creek Florida 33154	Penguin Estates LLC (Fee Hldr) Irwin Tauber & Laura (Leasehold) 15 Indian Creek Island Road Indian Creek Florida 33154	Gerardus Johannes A Bakker TRS Gerardus Johannes A Bakker 40 Indian Creek Island Road Indian Creek Florida 33154
Edward Scott Lampert 1170 Kane Concourse, STE 200 Bay Harbor Islands Florida 33154	Jeffery Soffer c/o Barbara Ballante 19950 Country Club Dr, 10 th Floor Aventura Florida 33180	Martin Silver & W Constance 41 Indian Creek Island Road Indian Creek Florida 33154

EXHIBIT 2

Village of Indian Creek
Indian Creek Village Hall
9080 Indian Creek Drive
Indian Creek, Florida 33154-3212

VILLAGE OF INDIAN CREEK, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE
FOR COLLECTION OF ROADWAY
NON-AD VALOREM ASSESSMENTS

NOTICE DATE: NOVEMBER 17, 2021

Tax Parcel # _____
Sequence # _____

******* NOTICE TO PROPERTY OWNER *******

As required by Village Ordinance No. 194, Village Resolution No. 2021-827, and Section 197.3632, Florida Statutes, notice is given by Village of Indian Creek, Florida (the "Village") that an annual assessment for roadway improvements may be levied on your property. The purpose of the roadway assessment is to fund cost of providing the design and complete rebuilding of the existing roadway that encompasses a 1.6-mile roadway within the 70-feet of existing right-of-way, and includes, but is not limited to, realignment of the existing roadway, all paving, drainage, storm-water, potable water and a new sanitary sewer grinded/system, lighting, landscaping and a pedestrian pathway as well as the relocation of utilities such as telecommunication lines (the "Roadway Improvement Project") located within the incorporated area of the Village commencing with the tax bill mailed in November 2022. The total annual roadway assessment revenue to be collected within the Village each year for 14 years is estimated to be \$1,003,100.00 for the fiscal year commencing October 1, 2022 and the lump sum amount to be collected in year 15 is estimated to be \$10,085,627.00 in total for all assessed properties. The annual roadway assessment is based on the linear frontages of each residential parcel of property. The roadway assessment rate for the Fiscal Year beginning October 1, 2022, will be \$132.65 per linear front footage of each residential parcel. The lump sum amount to be collected is based on the linear frontages of each residential parcel of property. The roadway assessment rate for the lump sum payment will be \$1,333.71 per linear front footage of each residential parcel.

The total number of linear front footage on the above parcel is _____ feet. The annual roadway assessment for the above parcel is \$_____ for the fiscal year commencing October 1, 2022 and will be collected using the uniform method of collection commencing with the tax bill mailed in November 2022. Failure to pay the roadway assessment will result in the sale of a tax certificate on your property, which may result in loss of title. The lump sum roadway assessment for the above parcel is \$_____ and will be due with the tax bill mailed in November 2036.

The Village intends to finance the cost of the roadway project over a period of 15 years. The cost will be amortized over 25 years but the payments attributable to your property to be paid over a period of not to exceed fifteen (15) years. There will be an annual assessment for fourteen (14) years and the fifteenth (15) year will be a lump sum payment for the remaining principal and interest. The last lump sum roadway assessment will be collected on the tax bill to be mailed in November 2036.

A public hearing will be held at 5:00 p.m. on December 8, 2021, in the Village Council Chamber at the Indian Creek Village Hall, 9080 Indian Creek Drive, Indian Creek, Florida 33154-3212 for the purpose of

receiving public comment on the proposed assessments, including specifically the propriety and advisability of providing the Roadway Project, the cost thereof, the manner of payment therefor on the tax bill, and the amount assessed to each residential property benefiting from the Roadway Project. You and all other affected property owners have a right to appear at the hearing. After considering the testimony offered by the public, the Village Council shall make a final decision on whether to levy the special assessments. Thereafter, the Village Council shall meet as an equalizing board to hear and consider any and all complaints as to the special assessments and shall adjust and equalize assessments on the basis of justice and right.

If you decide to contest any decision made by the Village Council with respect to any matter considered at the hearing, you may need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the challenge is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk's Office at (305) 865-4121, at least seven (7) days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 30 days of the Village Clerk's filing of the resolution imposing the assessment (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Initial Assessment Resolution (Resolution No. 2021-827) and the preliminary Assessment Roll are enclosed with this notice. Copies of the Special Assessment Ordinance (Ordinance No. 194), Final Assessment Resolution, and updated Assessment Roll can be made available for inspection at the office of the Village Manager at the Indian Creek Village Hall 9080 Indian Creek Drive Indian Creek, Florida 33154-3212.

If there is a mistake on this notice, it will be corrected. If you have any questions, please contact the Village Manager's Office at (305) 865-4121, Monday through Friday between 8:30 a.m. and 5:00 p.m.

EXHIBIT “B”

Proof of Publication

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

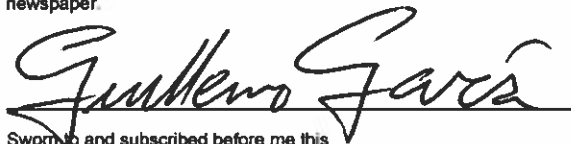
VILLAGE OF INDIAN CREEK - PUBLIC HEARING TO IMPOSE
AND PROVIDE FOR - COLLECTION OF SPECIAL
ASSESSMENTS IN THE VILLAGE OF INDIAN - CREEK,
FLORIDA FOR THE ROADWAY PROJECT - DEC. 8, 2021

in the XXXX Court,
was published in said newspaper in the issues of

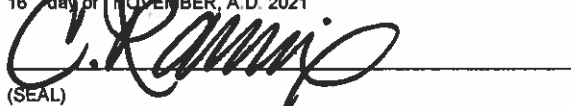
11/16/2021

SEE ATTACHED

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

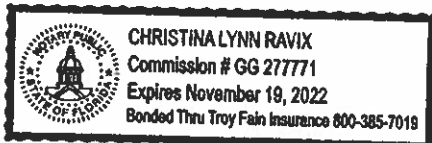


Sworn to and subscribed before me this
16 day of NOVEMBER, A.D. 2021



(SEAL)

GUILLERMO GARCIA personally known to me



**NOTICE OF PUBLIC HEARING TO IMPOSE AND
PROVIDE FOR COLLECTION OF SPECIAL
ASSESSMENTS IN THE VILLAGE OF INDIAN
CREEK, FLORIDA FOR THE ROADWAY PROJECT**

Notice is hereby given that the Village Council of the Village of Indian Creek, Florida (the "Village") will conduct a public hearing to consider imposing annual, non-ad valorem special assessments for the provision of the design and complete rebuilding of the existing 1.6-mile long roadway, including, but is not limited to, the realignment of the existing Roadway, all paving, drainage, storm-water, potable water and a new sanitary sewer grinder/system, lighting, landscaping and a pedestrian pathway as well as the relocation of utilities such as telecommunication lines within the boundaries or the island portion of the Village.

The hearing will be held on December 8, 2021 at 5:00 p.m., in or as soon as practicable thereafter, at the Village Hall at 9080 Indian Creek Drive, Indian Creek, Florida 33154, for the purpose of receiving public comment on (A) need for the special assessment; (B) amount and methodology of apportionment of the special assessment, and (C) collection of the special assessments pursuant to the Uniform Assessment Collection Act on the ad valorem tax bill. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 days of this notice.

Pursuant to Section 286.0105, Florida Statutes, if you decide to appeal any decision made by the Village Council with respect to any matter considered at the hearing or at any subsequent meeting to which the Village Council has continued its deliberations, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk, at (305) 865-4121, with request for auxiliary aids or services at least two (2) business days before the meeting.

The special assessment for each parcel of residential property will be based on based upon the actual lineal frontage of such Assessed Property abutting the Roadway Redevelopment Project (the "Front Footage"). A more specific description of the improvements and method of computing the assessment for each parcel of residential property within the Island area of the Village are set forth in the Initial Assessment Resolution adopted by the Village Council on November 4, 2021. Copies of the Initial Assessment Resolution (Resolution No. 827), and the preliminary Assessment Roll for the fiscal year 2022-2023 are available for inspection at the office of the Village Clerk, located at 9080 Indian Creek Drive, Indian Creek, Florida 33154.

The assessments will begin to be collected on the ad valorem tax bill to be mailed in November 2022, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. The Village Council intends to collect the assessments in 15 annual installments, the first of which will be included on the ad valorem tax bill to be mailed in November 2022 and the last of which will be a lump sum payment.

If you have any questions, please contact the Village Manager's Office at 305-865-4121.

MAP OF ASSESSMENT AREA



VILLAGE COUNCIL OF THE VILLAGE
OF INDIAN CREEK, FLORIDA
11/16

21-29/0000563559M

EXHIBIT “C”

TECHNICAL MEMORANDUM

October 25, 2021
File No. 09221121.00

TECHNICAL MEMORANDUM

TO: Indian Creek Village, Florida
FROM: Vita Quinn, SCS Engineers
SUBJECT: Road Capital Non-Ad Valorem Special Assessment Study



BACKGROUND

Indian Creek Village (Village), a small municipality along Biscayne Bay, has a total land area of approximately 294 acres. Connected by a bridge over Indian Creek waterway, the bulk of the Village is an island (Island) containing 39 platted waterfront residential home sites, the Island roadway, and the Indian Creek Country Club (ICCC or Golf Course Properties), which contains a clubhouse, golf course, dockage, and other facilities. There are two off-Island parcels, one owned by ICCC and another that houses Village government and operations.

There is one dedicated 70-foot wide road (Roadway) within the residential subdivision serving the home sites. That Roadway is also used to access ICCC. The Village is undertaking a large capital project (Roadway Project) that will include improvements to the asphalt roadway and crosswalks, as well as to the retaining wall, lighting, and irrigation along the Roadway. Additionally, gutters and other stormwater improvements as part of the Roadway Project will reduce roadway flooding.

The Village intends to issue a bond for the majority of the project costs. Roadway Project costs will be recovered through a special assessment against each of the residential home sites. ¹

Special assessments, sometimes referred to as non-ad valorem special assessments, are a local government revenue source that can be used to fund all or a portion of the costs associated with some capital projects. The amount levied to recover these costs (Roadway Capital Assessments or Assessments) is apportioned among the benefitting properties. The Village has retained SCS Engineers to establish a program and associated methodology to fund costs associated with the Roadway Project and to assist in developing the property roll that will be delivered to the Miami-Dade County Property Appraiser (MDCPA).

¹ The Roadway Project costs will be offset by a voluntary contribution from ICCC in the amount of \$465,000.



ASSESSMENT AREA

The Assessment Area consists of 39 platted waterfront residential home sites, all zoned O100 – Single Family – General by the MDCPA. Additionally, while the Roadway itself is a separate dedicated tract of land, it is not included in the Assessment Area.

Therefore, *it was determined that the Assessment Area should be only the 39 home site parcels in the Village located on the Island.*



METHODOLOGY

Florida Law Regarding Special Assessments

Florida law governing special assessments sets forth two basic requirements:

1. The improvements paid for by the assessment must convey a **special benefit** to the real property subject to the assessment,
2. The total amount imposed must be **fairly and reasonably apportioned** among the benefitting properties.

Determination of Special Benefit

In considering special benefit, it is important to consider whether the special benefit is derived from the improvements by all of the properties in the Assessment Area.

All parcels in the Assessment Area are benefited by the proposed improvements, regardless of whether or not the property is developed. The benefits include:

- Access to the property.
- Enhanced property and rental value.
- Ability to develop and/or market the property.
- Increased use and enjoyment derived from access and reduced flooding to the property.
- Enhanced marketability and value of the parcel when compared to a similarly situated parcel for which adequate road access and draining is not available.
- Protection of the health and safety of the owners and occupants of assessed parcels due to reduced roadway flooding and improved lighting along the roadway.

In the case of Indian Creek Village, all of the parcels on the Island will benefit from the Roadway Project. However, ICCC has already made a capital contribution toward the project and completed stormwater system improvements to reduce roadway flooding, and one of the parcels is the Roadway itself, as described in the previous subsection.

Therefore, it is determined that all of the Village parcels located on the Island derive special benefit from the proposed project, but that ICCC and the Roadway should not be assessed. Thus, all parcels on the island, with the exception of parcels comprising the ICCC and the Roadway parcel, can be assessed.

The first prong of the two-pronged test (the property burdened by the assessment must derive a special benefit from the service provided by the assessment) is met for the proposed Assessment Area, because each parcel will receive a special benefit from the Roadway Project.

Fair and Reasonable Apportionment of Costs

The second prong of the two-pronged test requires that the costs of the Assessment must be fairly and reasonably apportioned among the properties that receive the special benefit. The apportionment methodology is based on front footage, and is described on the following page.

Working with our internal GIS staff, we mapped the frontage feet (Front Footage) for each parcel. This is defined as the portion of the parcel's perimeter that faces the area to be improved, the Roadway. The revenue requirement was then divided by the total assessable Front Footage to get an annual Assessment amount per Front Foot.

This methodology is often used to apportion costs for improvements such as sidewalks and roads, and represents a *fair and reasonable method of allocating costs and benefits among the properties to be assessed*.

Therefore, the second prong of the two-pronged test is met by the recommended fair apportionment of costs based upon benefit.

ANALYSIS

The Village and its engineers provided the anticipated project costs of \$17,158,017. From the anticipated project cost the amount of \$465,000, contributed by the Golf Course Properties, was subtracted. The remaining project costs total approximately \$16,693,017.

The total amount to be assessed at 100% cost recovery is the Net Revenue Requirement (NRR). The NRR is based upon the anticipated maximum annual debt service provided by the Village and its Financial Advisor at the time of this analysis (shown in the table on the next page), and the costs of administering the assessment.

The annual debt service for this project assumes that the debt issued will be a bank loan with the following terms:

Bank Loan Assumptions	
Term:	15 Years
Rate:	2.25%
Debt Service Reserve:	1 Year of Maximum Annual Debt Service
Cost of Issuance:	\$200,000
Lump Sum Balloon Payment:	Year 15

The calculation of annual assessments in Years 1-14 and the lump sum payment in Year 15 are detailed on the following pages using information provided by the Village's Financial Advisor, shown in the table below.

BOND DEBT SERVICE					
Indian Creek, Florida					
2021 Bank Loan 15 Year Term -- Bullet in 2037					
Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/15/2022			205,208.75	205,208.75	
12/15/2022			204,075.00	204,075.00	
12/31/2022					409,283.75
06/15/2023	540,000	2.250%	204,075.00	744,075.00	
12/15/2023			198,000.00	198,000.00	
12/31/2023					942,075.00
06/15/2024	550,000	2.250%	198,000.00	748,000.00	
12/15/2024			191,812.50	191,812.50	
12/31/2024					939,812.50
06/15/2025	565,000	2.250%	191,812.50	756,812.50	
12/15/2025			185,456.25	185,456.25	
12/31/2025					942,268.75
06/15/2026	575,000	2.250%	185,456.25	760,456.25	
12/15/2026			178,987.50	178,987.50	
12/31/2026					939,443.75
06/15/2027	590,000	2.250%	178,987.50	768,987.50	
12/15/2027			172,350.00	172,350.00	
12/31/2027					941,337.50
06/15/2028	605,000	2.250%	172,350.00	777,350.00	
12/15/2028			165,543.75	165,543.75	
12/31/2028					942,893.75
06/15/2029	615,000	2.250%	165,543.75	780,543.75	
12/15/2029			158,625.00	158,625.00	
12/31/2029					939,168.75
06/15/2030	630,000	2.250%	158,625.00	788,625.00	
12/15/2030			151,537.50	151,537.50	
12/31/2030					940,162.50
06/15/2031	645,000	2.250%	151,537.50	796,537.50	
12/15/2031			144,281.25	144,281.25	
12/31/2031					940,818.75
06/15/2032	660,000	2.250%	144,281.25	804,281.25	
12/15/2032			136,856.25	136,856.25	
12/31/2032					941,137.50
06/15/2033	675,000	2.250%	136,856.25	811,856.25	
12/15/2033			129,262.50	129,262.50	
12/31/2033					941,118.75
06/15/2034	690,000	2.250%	129,262.50	819,262.50	
12/15/2034			121,500.00	121,500.00	
12/31/2034					940,762.50
06/15/2035	705,000	2.250%	121,500.00	826,500.00	
12/15/2035			113,568.75	113,568.75	
12/31/2035					940,068.75
06/15/2036	720,000	2.250%	113,568.75	833,568.75	
12/15/2036			105,468.75	105,468.75	
12/31/2036					939,037.50
06/15/2037	9,375,000	2.250%	105,468.75	9,480,468.75	
12/31/2037					9,480,468.75
	18,140,000		4,919,858.75	23,059,858.75	23,059,858.75

Maximum Annual Debt Service in Years 1-14

Lump Sum Debt Service in Year 15

Net Revenue Requirement - Years 1-14

			FY 2022
Financed Capital Costs		\$	16,693,017
Cost of Issuance		\$	200,000
Debt Service Reserve	1	\$	942,894
Project Costs		\$	17,835,911
Cost Recovery			100%
Total Costs to Be Recovered in Assessment		\$	17,835,911
Maximum Annual Debt Service - Years 1-14		\$	942,894
Plus: Property Appraiser Expense	1.0%	\$	10,031
Plus: Tax Collector Expense	1.0%	\$	10,031
Plus: Prepayment Discount	4.0%	\$	40,124
Plus: Costs of Mailing		\$	21
Net Revenue Requirement		\$	1,003,100
% Cost Recovery			100%
Amount to be Assessed		\$	1,003,100
Less: Prepayments and Costs of Administration		\$	(60,207)
Estimated Net Collected Revenue		\$	942,894
Total Assessable Front Footage			7,562
Annual Assessment per Front Foot		\$	132.65

Net Revenue Requirement - Year 15

Lump Sum Balloon Payment		\$	9,480,469
Plus: Property Appraiser Expense	1.0%	\$	100,856
Plus: Tax Collector Expense	1.0%	\$	100,856
Plus: Prepayment Discount	4.0%	\$	403,425
Plus: Costs of Mailing		\$	21
Net Revenue Requirement		\$	10,085,627
% Cost Recovery			100%
Amount to be Assessed		\$	10,085,627
Less: Prepayments and Costs of Administration		\$	(605,158)
Estimated Net Collected Revenue		\$	9,480,469
Total Assessable Front Footage			7,562
Lump Sum Assessment per Front Foot		\$	1,333.71

RECOMMENDATIONS

Based upon the results of this study, it is recommended that the Village adopt an apportionment methodology for allocating the Roadway Capital Assessments based on the front footage associated with each parcel. Such methodology represents a fair and reasonable method of allocating costs and benefits among the properties to be assessed. The assessment schedule derived from such methodology and procedures for calculating the Roadway Capital Assessment per parcel is presented below:

Annual Assessment Calculation

Annual Roadway Capital Assessment:	\$132.65 per Front Foot per year in Years 1-14 \$1,333.71 per Front Foot in Year 15
------------------------------------	--

Billing Frequency:	Bill annually on the property tax bill as a non-ad valorem special assessment.
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It is important to note that this analysis assumes that the Village will adopt the assessment at 100% cost recovery. Should the Village desire to adopt the assessment at less than 100% cost recovery, the amounts assessed per Front Foot would change and the remainder of the project costs would need to be funded with General Fund monies. Additionally, the above calculations take into consideration the Village's desire to finance the Roadway Project over a 15-year borrowing with a balloon payment in Year 15.

PROPERTY DATABASE


Upon adoption of the assessment program, SCS Engineers will provide the Village with an electronic database in Microsoft Excel that includes all parcels to be assessed and their assessment amount for certification to be included on the tax bills as a non-ad valorem special assessment.

We appreciate your participation in the analysis and the opportunity to be of service to the Village. We look forward to continuing to work with you in the future. If you have any questions or would like to discuss this further, please call me anytime at (386) 546-7719.

Regards,



Vita Quinn, MBA
Director of Management Services
SCS Engineers
vquinn@scsengineers.com
386-546-7719



Kellyn Modlin, MBA
Management Analyst
SCS Engineers
kmodlin@scsengineers.com
316-494-7512

EXHIBIT "D"

FINAL ASSESSMENT ROLL

<u>Parcel ID</u>	<u>Owner</u>	<u>Linear Footage</u>	<u>Maximum Annual Assessment Rate per Linear Foot</u>	<u>Maximum Annual Assessment Rate</u>	<u>Maximum Lump Sum Assessment Rate per Linear Foot</u>	<u>Maximum Lump Sum Assessment Rate</u>
2122340020010	Norman Braman & W Irma	248.03	\$ 132.65	\$32,901.18	\$1,333.71	\$330,800.09
2122340020020	212A LLC	193.48	132.65	25,665.12	1,333.71	258,046.21
2122340020025	LTSC ICGCI LLC TRS	168.34	132.65	22,330.30	1,333.71	224,516.74
2122340020030	Somerville II Corporation	193.51	132.65	25,669.10	1,333.71	258,086.22
2122340020040	Somerville Corporation NV	199.39	132.65	26,449.08	1,333.71	265,928.44
2122340020050	Somerville Corporation NV	192.27	132.65	26,167.87	1,333.71	256,432.42
2122340020060	Miracreek LTD	192.17	132.65	25,491.35	1,333.71	256,432.42
2122340020070	Robert Diener	299.90	132.65	39,781.74	1,333.71	399,979.63
2122340020080	SMM Sunny Holding LLC	195.56	132.65	25,941.03	1,333.71	260,820.33
2122340020091	MTM Star International Corp.	89.18	132.65	11,829.72	1,333.71	118,940.26
2122340020100	MTM Star International Corp.	203.09	132.65	26,939.89	1,333.71	270,863.16
2122340020110	Indian Creek #1 LLC	198.21	132.65	26,292.56	1,333.71	264,354.66
2122340020120	Edward Scott Lampert	551.52	132.65	73,159.13	1,333.71	735,567.74
2122340020130	Penguin Estates LLC (FEE HLDR)	137.10	132.65	18,186.32	1,333.71	182,851.64
2122340020150	Mary A Stephens Shula &	147.79	132.65	19,064.34	1,333.71	197,109.00
2122340020160	Rakesh Gangwal	140.27	132.65	18,606.82	1,333.71	187,079.50
2122340020170	JGDB LTD	152.89	132.65	20,280.86	1,333.71	203,910.92
2122340020180	JGDB LTD	191.44	132.65	25,394.52	1,333.71	255,325.44
2122340020190	Elad Invest Holding Corp.	188.18	132.65	24,962.08	1,333.71	250,977.55
2122340020200	Elad Invest Holding Corp.	191.77	132.65	25,438.29	1,333.71	255,765.57
2122340020210	Francois M Chateau TRS	182.79	132.65	24,247.09	1,333.71	243,788.85
2122340020220	Rajendra Singh &W Neera	204.89	132.65	27,178.66	1,333.71	273,263.84
2122340020300	Carl C Icahn TRS	187.32	132.65	24,848.00	1,333.71	249,830.55
2122340020400	Itzhak Ezratti	182.00	132.65	24,142.30	1,333.71	242,735.22
2122340020250	Jacquelyn Soffer TRS	174.30	132.65	23,120.90	1,333.71	232,465.65
2122340020260	Jeffery Soffer	194.49	132.65	25,799.10	1,333.71	259,393.26
2122340020270	Javier J Holtz &W Andria A	178.27	132.65	23,647.52	1,333.71	237,760.48
2122340020280	Gary N Siegler	133.43	132.65	17,699.49	1,333.71	177,956.93
2122340020290	Four Palms Of Indian Creek LLC	119.06	132.65	15,793.31	1,333.71	158,791.51
2122340020300	Mirasong LTD	118.37	132.65	15,701.78	1,333.71	157,871.25
2122340020310	Desarrollo Inmobiliario PT	355.79	132.65	47,195.54	1,333.71	474,520.68
2122340020330	Bernard Klepach &W Juliet	359.82	132.65	47,730.12	1,333.71	479,895.53
2122340020350	Porpoise Investment Limited	178.23	132.65	23,642.21	1,333.71	237,707.13
2122340020360	Alex Meruelo &W Liset	132.32	132.65	17,552.25	1,333.71	176,476.51
2122340020370	Mario L Kreutzberger &W	146.60	132.65	19,446.49	1,333.71	195,521.89
2122340020380	Richard A Pitino TRS	148.98	132.65	19,762.20	1,333.71	198,696.12
2122340020390	Alicia Ziegert	147.57	132.65	19,575.16	1,333.71	196,815.59
2122340020401	Gerardus Johannes A Bakker TRS	153.82	132.65	20,404.22	1,333.71	205,151.27
2122340020410	Martin Silver &W Constance	189.96	132.65	25,198.19	1,333.71	253,351.55

TAB 3

RESOLUTION NO. 2021-829

A RESOLUTION OF THE VILLAGE OF INDIAN CREEK, FLORIDA, PROVIDING FOR THE UNIFORM METHOD OF LEVYING, COLLECTING AND ENFORCING NON-AD VALOREM ASSESSMENTS FOR ROADWAY IMPROVEMENTS IN ACCORDANCE WITH THE PROVISIONS OF SECTION 197.3632, F.S. THROUGHOUT THE INCORPORATED AREA OF THE VILLAGE FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2022; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING AND TRANSMITTAL OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 20 of the Code of Ordinances and the Charter of the Village of Indian Creek, Florida (the “Village”), the Village has the authority to construct roadway improvements, as more particularly described in the plans and specifications on file with the Village (the “Roadway Improvements”) and to defray the cost of constructing such capital improvements in whole or in part by the imposition of non-ad valorem special assessments on the properties benefitted by such Roadway Improvements; and

WHEREAS, the Village Council of the Village hereby determines that the construction of the Roadway Improvements are necessary for the health, safety and welfare of the residents of the Village; and

WHEREAS, Section 197.3632, Florida Statutes establishes a uniform method for the levy, collection and enforcement of non-ad valorem assessments (the “Uniform Method”); and

WHEREAS, Section 197.3632, Florida Statutes, authorizes the Village to elect to utilize the Uniform Method; and

WHEREAS, the Village Council desires to use the Uniform Method for the purpose of collecting special assessments to be levied on those properties benefitted by the construction of the Roadway Improvements; and

WHEREAS, the Village Council has advertised and conducted a public hearing, as shown on the advertisement and proof of publication attached hereto and incorporated herein as Exhibits “A” and “B,” respectively, prior to the adoption of this Resolution; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the legal description of the boundaries of the properties which may be subject to the levy of non-ad valorem assessments is attached hereto and incorporated herein as Exhibit “C;” and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK, FLORIDA AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated herein by reference.

Section 2. Intent. Commencing with the fiscal year beginning October 1, 2022, the Village of Indian Creek intends to use the Uniform Method of collecting non-ad valorem assessments as authorized by Section 197.3632, Florida Statutes, as amended from time to time to fund the costs of the Roadway Improvements. Such non-ad valorem assessments will be levied within the island area of the incorporated area of the Village (the “Island”). A legal description of the Island area subject to the non-ad valorem assessment is attached hereto and incorporated herein as Exhibit “C.” The non-ad valorem assessments and the Village’s use of the Uniform Method of collecting such non-ad valorem assessments may continue for more than one year.

Section 3. Need for Levy. The Village Council hereby determines that the levy of the non-ad valorem assessments is needed to fund the cost of designing and rebuilding the existing 1.6-mile roadway within the 70-feet of existing right-of-way, which traverses the Island located

within the Village and includes, but is not limited to, realignment of the existing roadway, all paving, drainage, storm water, potable water and a new sanitary sewer grinded/system, also includes lighting, landscaping and a pedestrian pathway as well as the relocation of utilities such as telecommunication lines within the incorporated Island area of the Village.

Section 4. Authorization. The Village Council hereby authorizes the Village Manager to implement the intent and purpose of this Resolution by, including but not limited to, notifying the Miami-Dade County Property Appraiser's office, the Tax Collector and the Department of Revenue for the State of Florida of the Village's intent to collect such non-ad valorem assessments by using the uniform method of collection and entering into a written agreement with the Property Appraiser and Tax Collector for this purpose, subject to the approval of the Village Attorney as to form, content, and legal sufficiency.

Section 5. Direction to Village Clerk. The Village Clerk is hereby directed to send certified copies of this Resolution to the Miami-Dade County Property Appraiser, Miami-Dade County Tax Collector, and the Florida Department of Revenue.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 8th day of December, 2021.

ATTEST:

BERNARD KLEPACH
MAYOR

MARILANE LIMA, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT A

**NOTICE BY THE VILLAGE OF INDIAN CREEK
OF INTENT TO USE THE UNIFORM AD VALOREM
METHOD OF COLLECTION OF A
NON-AD VALOREM ASSESSMENT**

[insert copy of newspaper advertisement – entire page]

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

VILLAGE OF INDIAN CREEK - PUBLIC HEARING - INTENT TO
USE THE UNIFORM AD VALOREM METHOD OF COLLECTION
OF A NON-AD VALOREM ASSESSMENT - DEC. 8, 2021

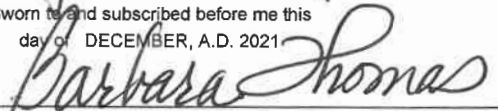
in the XXXX Court,
was published in said newspaper in the issues of

11/17/2021 11/24/2021 12/01/2021 12/07/2021

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami, in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

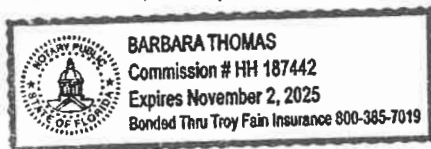


Sworn to and subscribed before me this
7 day of DECEMBER, A.D. 2021



(SEAL)

GUILLERMO GARCIA personally known to me



NOTICE BY THE VILLAGE OF INDIAN CREEK, FLORIDA OF INTENT TO USE THE UNIFORM AD VALOREM METHOD OF COLLECTION OF A NON-AD VALOREM ASSESSMENT

Notice is hereby given to all residential owners of lands located within the island area boundaries of the Village of Indian Creek, Florida (the "Village") that the Village intends to use the uniform ad valorem method for collecting the non-ad valorem assessments levied by the Village as set forth in Section 197.3632, F.S., and that the Village Council of the Village (the "Village Council") will hold a public hearing on December 8, 2021, at 5:00 p.m. or as soon as practicable thereafter, at the Village Hall at 9080 Indian Creek Drive, Indian Creek, Florida.

The purpose of the public hearing is to consider the adoption of a Resolution authorizing the Village to use the uniform ad valorem method of collecting non-ad valorem assessments levied by the Village as provided in Section 197.3632, F.S.

The Village is considering adopting a non-ad valorem assessment within the Island area for more than one year for the purpose of paying capital and/or infrastructure improvements, including but not limited to, the design and complete rebuilding of the existing roadway that encompasses 1.6-mile roadway within the 70-feet of existing right-of-way, and includes, but is not limited to, realignment of the existing roadway, all paving, drainage, storm water, potable water and a new sanitary sewer grinded/system, lighting, landscaping and a pedestrian pathway as well as the relocation of utilities such as telecommunication lines.

This non-ad valorem assessment is levied for the first time.

Interested parties may appear at the public hearing to be heard regarding the use of the uniform ad valorem method of collecting such non-ad valorem assessments.

If any person decides to appeal any decision made with respect to any matter considered at this public hearing such person will need a record of proceedings and for such purpose such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk, at (305) 865-4121, with request for auxiliary aids or services at least two (2) business days before the meeting.

If you have any questions, please contact the Village Clerk.

Dated this 17th day of November, 2021.

VILLAGE OF INDIAN CREEK, FLORIDA

11/17-24 12/1-7

21-47/0000563689M

EXHIBIT B

**PROOF OF PUBLICATION OF
NOTICE BY THE VILLAGE OF INDIAN CREEK
OF INTENT TO USE THE UNIFORM AD VALOREM
METHOD OF COLLECTION OF A
NON-AD VALOREM ASSESSMENT**

[insert copy of proof of publication]

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County, Florida

STATE OF FLORIDA COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

VILLAGE OF INDIAN CREEK - PUBLIC HEARING - INTENT TO
USE THE UNIFORM AD VALOREM METHOD OF COLLECTION
OF A NON-AD VALOREM ASSESSMENT - DEC. 8, 2021

in the XXXX Court,
was published in said newspaper in the issues of

11/17/2021 11/24/2021 12/01/2021 12/07/2021

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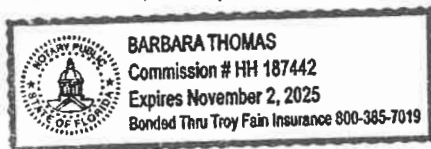
Guillermo Garcia

Sworn to and subscribed before me this
7 day of DECEMBER, A.D. 2021

Barbara Thomas

(SEAL)

GUILLERMO GARCIA personally known to me



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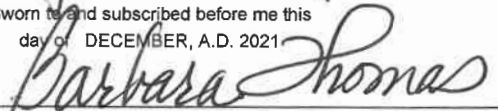
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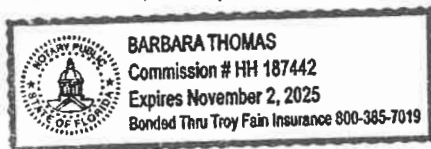


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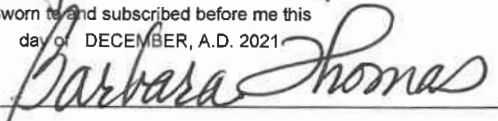
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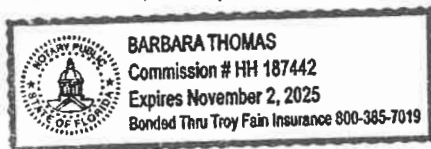


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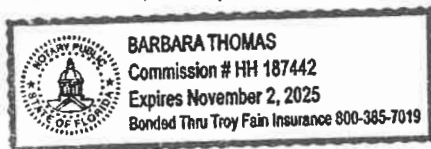
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VILLAGE OF INDIAN CREEK, FLORIDA

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EXHIBIT C

LEGAL DESCRIPTION OF AREAS SUBJECT TO ASSESSMENT

The all residential properties located in the following corporate limits of Indian Creek Village:

Beginning at a point marking the southeast corner of fractional section 34, Township 52 South, Range 42 East, Dade [Miami-Dade] County, Florida, which said point is 1,633.04 feet west of a concrete monument located in the southern boundary of the aforesaid Township 52 South, Range 42 East (the true bearing of the aforesaid southern boundary of township 52 South, Range 42 East, is North 87 degrees 22 minutes 30 seconds East); thence North 1 degree 49 minutes 55 seconds West along the east line of the aforesaid section 34 for a distance of 2,816.38 feet to a point; thence due west for a distance of 361.01 feet to the point of beginning of the tract of land and the waters herein described; thence North 49 degrees 19 minutes 57 seconds West for a distance of 812.80 feet to the beginning of a curve; thence northwesterly along the curve with a radius of 3,380.12 feet and a central angle of 24 degrees 2 minutes 59 seconds for an arc distance of 1,418.79 to the end of the curve; thence North 73 degrees 22 minutes 56 seconds West for a distance of 1,771.69 feet to a point on a curve to which curve the last aforesaid line is radial; thence in a southerly direction along a curve described by a radius of 12,130.51 feet for an arc distance of 3,823.28 feet to a point of compound curve; thence in a southerly, southeasterly and easterly direction along a curve described by a radius of 911.03 feet for an arc distance of 1,432.87 feet to a point of compound curve; thence in an easterly and northeasterly direction along a curve described by a radius of 3,227.21 feet for an arc distance of 2,380.75 feet to a point of compound curve; thence in a northeasterly and northerly direction along a curve described by a radius of 2,102.85 feet for an arc distance of 1,398.56 feet to a point of reverse curve; thence in a northerly and northeasterly direction along a curve described by a radius of 1,466.79 feet for an arc distance of 809.51 feet to the point of beginning of the tract of land herein described; together with all waters and submerged land within fifteen (15) feet beyond the lands hereinabove described;

All as shown on the plat of Indian Creek Golf Club Island recorded in Plat Book 34, at page 33, of the Public Records of Dade [Miami-Dade] County, Florida;

And including also Lots "V," "W" and "X" of the Amended Plat of a portion of Altos Del Mar No. 4, according to the plat thereof recorded in Plat Book 34, at page 7, of the Public Records of Dade [Miami-Dade] County, Florida; and the bridge between said Lots "V," "W" and "X" and the above described "Indian Creek Golf Club Island";

Provided, however, that the said bridge and the street leading therefrom to Indian Creek Drive [Indian Creek Island Road] and the said roadway designated Indian Creek Drive [Indian Creek Island Road] which are shown on the aforesaid plat of Indian Creek Golf Club Island recorded in Plat Book 34 at page 33, of the Public Records of Dade [Miami-Dade] County, Florida, shall

not be regarded as public highways and that the dedication of the said privately owned street and drive as shown on the said plat is hereby recognized, ratified and approved.

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TAB 4

RESOLUTION NO. 2021 –830

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, AWARDING THE REQUEST FOR PROPOSALS FOR TAX-EXEMPT ROADWAY IMPROVEMENT SPECIAL ASSESSMENT BOND TO _____; AUTHORIZING THE NEGOTIATION OF THE BOND IN AN AMOUNT NOT TO EXCEED \$19,000,000 FOR A PERIOD OF 15 YEARS FOR THE CONSTRUCTION OF THE ROADWAY IMPROVEMENTS; PROVIDING FOR THE NEGOTIATIONS OF A LOAN AGREEMENT, BOND AND OTHER DOCUMENTS TO BE APPROVED BY SUBSEQUENT RESOLUTION; AUTHORIZING OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Village of Indian Creek, Florida (the “Village”), issued and advertised Request for Proposals “Not-to-exceed \$19 Million Tax-Exempt Roadway Improvement Special Assessment Bonds, Series 2021” (the “RFP”), to obtain proposals for financing of the design and complete rebuilding of the existing 1.6-mile long Roadway, including, but is not limited to, the realignment of the existing roadway, all paving, drainage, storm-water, potable water and a new sanitary sewer grinder/system, lighting, landscaping and a pedestrian pathway as well as the relocation of utilities such as telecommunication lines (the “Roadway Redevelopment Project”); and

WHEREAS, upon review of the proposals received, staff determined that _____ (the “Bank”) was the lowest most responsive and responsible bidder; and

WHEREAS, the Village Manager recommends that the Village award the RFP to Bank and allow for the purchase of the bonds based upon the proposal for a term of 15 years at a fixed interest rate of ____% per annum (the “Proposal”), which is attached hereto as Exhibit “A”, and

made a part hereof, and authorize the Village Manager to negotiate such other documentation as may be necessary to accomplish the desired financing; and

WHEREAS, based on the need to issue the bonds upon the most favorable market conditions, the Village Council has determined that it is necessary and advisable and in the best interest of the Village and its citizens to accept the Proposal from the Bank to purchase the bonds through a negotiated private placement; and

WHEREAS, the Village Council finds that this Resolution and the financing contemplated hereby is in the best interest and welfare of the citizens of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIAN CREEK, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein are incorporated herein and made a part hereof by this reference.

Section 2. Award. Upon the recommendation of the Village Manager, the RFP is hereby awarded to Bank. This award, in and of itself, does not vest Bank with any rights, absent entering into agreements with the Village to purchase the bonds or note.

Section 3. Authorization. The Village Manager is authorized to negotiate, the Roadway Improvement Special Assessment Bond (the “Bond”), and the other financing documents and certificates in connection with the financing (the “Financing Documents”), which such forms, terms and provisions are subject to approval by the Village Attorney as to form, content, and legal sufficiency, which such terms of the Bond and the Financing Documents shall be approved by subsequent resolution of the Village Council.

Section 4. Implementation. The Village Council hereby authorizes the Village Manager to take any action which is reasonably necessary to implement the purpose of this Resolution, including the construction and financing of the Roadway Redevelopment Project.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 8th day of December, 2021.

ATTEST:

BERNARD KLEPACH
MAYOR

MARILANE LIMA, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

EXHIBIT “A”

ATTACH PROPOSAL OF BANK

INFORMATION TO FOLLOW

TAB 5

ORDINANCE NO. 2021-229

AN ORDINANCE OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, ESTABLISHING A TEMPORARY BUILDING MORATORIUM FOR NEW BUILDINGS AND SUBSTANTIAL RENOVATIONS OF EXISTING BUILDINGS; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Village of Indian Creek, Florida (the “Village”) is experiencing extraordinary and unprecedented amount of construction activity on the Island within the Village; and

WHEREAS, the construction activity includes the redevelopment of the entire 1.6-mile roadway traversing the Island, the redevelopment of the Indian Creek Country Club golf course, and the construction and renovation of several single family homes; and

WHEREAS, the work described above has and will continue to severely impact the Village’s infrastructure, the bridge to the Island, the limited ingress and egress through the Island as well as the Village’s management resources; and

WHEREAS, the Village Council has determined that a temporary halt on additional construction activity is essential until the completion of the roadway redevelopment project to preserve the health, safety and welfare of the residents of the Village.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** The above-stated recitals are hereby adopted and confirmed.

Section 2. **Temporary Moratorium.** The Village Council hereby adopts a temporary building moratorium for a period of one (1) year at which time it is anticipated that the Village’s roadway redevelopment project and the golf course reconstructions project shall be substantially completed and the impacts greatly alleviated. During the temporary moratorium, no new development permits shall be issued for any new buildings or the Substantial Improvements to any existing buildings as that term is defined in Chapter 16 of the Village Code of Ordinances.

Section 3. **Existing Permits.** Nothing herein shall effect the right of any person to commence and complete the work approved under a validly issued final permit or to obtain a permit for accessory buildings, structures, or site improvements. In addition, this temporary building moratorium is not intended to limit the rights of any person to commence or complete demolition of any existing structure under an existing validly issued permit.

Section 4. **Extension.** If the Village's roadway redevelopment project is not substantially complete with the one (1) year temporary moratorium, the Village Council, by resolution, may extend the temporary moratorium buy up to six (6) additional months.

Section 5. **Implementation.** The Village Manager is hereby authorized and directed to take all steps necessary and appropriate to implement this ordinance and the temporary moratorium approved herein.

Section 6. **Effective Date.** That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading this 8th day of December 2021.

PASSED AND ADOPTED on second reading this ____ day of December 2021.

BERNARD KLEPACH
MAYOR

ATTEST:

MARILANE LIMA, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

TAB 6

RESOLUTION NO. 831

A RESOLUTION OF THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA ACCEPTING EASEMENTS FROM PROPERTY OWNERS FOR PLACEMENT OF SECURITY EQUIPMENT; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE.

WHEREAS, the Village of Indian Creek, Florida (the “Village”) had designed and constructed a perimeter security system for the Island within the Village; and

WHEREAS, the system includes electronic surveillance equipment located along the edge of the Island at various locations on privately owned lots; and

WHEREAS, each of the owners of the lots where the equipment has been placed have granted the Village a Limited Easement Agreement for Security Equipment, copies of which are attached hereto as composite Exhibit “A” (the “Easements”); and

WHEREAS, the Village Council wishes to accept the Easements and the rights granted therein.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF INDIAN CREEK VILLAGE, FLORIDA:

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

Section 2. Acceptance of Easements. The Village Council hereby accepts and approves each of the Easements subject to the terms thereof.

Section 3. Implementation. The Village Manager is hereby authorized to take all action necessary to implement this Resolution, and the Easements, including the recording of the Easements in the public records of Miami-Dade County, Florida.

Section 4. Effective Date. This Resolution shall be effective immediately upon its adoption by the Village Council.

PASSED AND ADOPTED this 8th day of December 2021.

APPROVED:

BERNARD KLEPACH,
MAYOR

ATTEST:

MARILANE LIMA, CMC
VILLAGE CLERK

Approved as to form and legal sufficiency:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

**COMPOSITE EXHIBIT “A”
EASEMENTS**

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Stephen J. Helfman, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

**LIMITED EASEMENT AGREEMENT
FOR SECURITY EQUIPMENT**

This is a Limited Easement Agreement For Security Equipment (this "Easement Agreement") made as of this **30** day of April 2021, between Norman Braman and Irma Braman, the owners (the "Owners") of the property located at 1 Indian Creek Island Road (the "Property") and Indian Creek Village, Florida, a municipal corporation (the "Village").

RECITALS

1. The Village intends to enhance its public safety program with the installation and operation of an integrated electronic security system (the "Security System") along the perimeter of the approximately 400-acre island within the boundaries of the Village (the "Island").
2. The Security System uses detection equipment including cameras, lasers and other imaging technology (the "Detection Equipment"), which identifies unwanted intruders attempting to enter the Island from the surrounding waters. The Security System is designed to transmit data/images through a fiber optic network to the Village Public Safety Department where trained personnel will be alerted to suspicious activity.
3. The Detection Equipment is to be mounted on low-scale metal poles (the "Poles" and individually the "Pole") strategically located at various locations along the perimeter of the Island, including on existing seawalls at several individually owned residential lots. The Owners' Property is one of the locations where the Village wishes to install one of the Poles to mount and operate certain Detection Equipment.
4. The Village has requested that the Owners grant the Village a limited easement in and through a portion of the Property to: i) allow the Village to install a Pole at the Owners' seawall; ii) mount Detection Equipment on the Pole; and iii) install underground electrical and fiber optic transmission lines from Indian Creek Island Road to the seawall. The Owners wish to accommodate the Village in granting a limited easement to the Village for these purposes.

TERMS

1. **Recitals.** The Recitals are true and correct and incorporated into this Easement Agreement.

2. **Grant of Easement.** Subject to the limitations set forth in this Easement Agreement, the Owners hereby grant to the Village a perpetual easement in and to the areas shown and legally described on Exhibit "A" to this Easement Agreement (the "Easement"). The area within the boundaries consists of approximately 2,062 square feet, and is referred to herein as the "Easement Area".

2.1 **Purpose.** The Easement granted herein is solely and exclusively for the limited purpose of installing, maintaining, repairing, replacing, reconstructing and otherwise operating the Detection Equipment from a Pole all as shown described on Composite Exhibit "B" to this Easement Agreement. The Easement is also granted to the Village for the purpose of installing, maintaining, repairing, replacing and using electrical and fiber optic lines (the "Transmission Lines") through conduit running from the Detection Equipment to a larger electrical and fiber optic transmission network in Indian Creek Island Road. The location and description of Transmission Lines within the Easement Area is also shown and described on Composite Exhibit "B".

2.2 **Property Access.** In order to access the Easement Area, the Village requires access from time to time into the Property. The Owners agree to grant the Village a limited license to access the Property for the sole purpose of working within the Easement Area and only after a minimum of twenty four (24) hours' notice to the Owners (except during an emergency) and only when accompanied by Village law enforcement personnel. Moreover, after the initial installation, the Village agrees it will only utilize this access license when it is infeasible to perform the work from a vessel on the waterside of the Property.

2.3 **Limitation on Use of Detection Equipment.** The Detection Equipment shall at all times be used and operated only by the Village Public Safety Department personnel. The Detection Equipment shall not under any circumstance be operated in any manner which would violate the privacy of the Owners or any occupant nor allow any person to capture, monitor or otherwise view the Owners' Property or any occupant of the Property, except when the Village has identified an intruder, in which event the Village may track that person(s) within the Property for the sole purpose of detainment and/or arrest for trespass or other illegal activity. The Detection Equipment will not under any circumstances be accessible to any Village resident nor shall any images be reviewed by anyone other than law enforcement personnel for law enforcement purposes.

2.4 **Non-Exclusive.** In granting the Easement, the Owners reserve their absolute and unlimited right to use the Easement Area for all legally permissible purposes so long as it does not interfere with the Village's rights granted in this Easement Agreement.

2.5 **Maintenance of Equipment and Easement.** The Village shall at all times maintain the Detection Equipment, the Pole and Transmission Lines in good working order,

including, but not limited to the exterior condition, which shall not at any time show excess wear and tear. Moreover, the Village agrees that at all times the integrity of the seawall where the Pole is installed shall be maintained in a condition no less sound than it was at the time of the execution of this Easement Agreement and further agrees to make any needed improvements to the seawall to allow for proper installation of the Pole and Detection Equipment.

2.6 **Restoration of Easement Area.** To the extent that the Village damages or in any other manner alters the condition of any part of the Property (including landscaping) during any of its work, the Village shall immediately, at its own cost, repair and restore the area to at least the same condition as it existed prior to the work by the Village. This obligation includes areas both within the Easement Area and outside of the Easement Area, as well as the seawall shown on Composite Exhibit "B".

3. **Insurance.** The Village will at all times during the term of this Easement Agreement maintain liability insurance with limits of up to \$5,000,000 to cover injury to persons or damage to property caused by the acts of the Village, its agents, employees, and/or vendors.

4. **Indemnity.** Subject to the limits of Chapter 768, Fla. Stat., the Village agrees to fully indemnify and defend the Owners from and against any claims, losses or damages caused to the Owners by the acts of any of the Village employees, vendors or agents acting under the rights and privileges granted to the Village under this Easement Agreement.

5. **Term.** This Easement Agreement and the Easement granted herein shall be perpetual in length for so long as the Village operates the Security System; however, this Easement Agreement may be terminated by the Owners in the event of an uncured breach of this Easement Agreement by the Village.

6. **Breach and Cure.** Should the Village violate any of its obligations under this Easement Agreement, the Village shall immediately take all action necessary to remedy the violation within a commercially reasonable time but not less than forty eight (48) hours from receipt of notice from the Owners of the violation. If the time reasonably necessary to cure the violation is longer than the forty eight (48) hours provided for herein, the Village shall be granted the additional time needed to remedy the violation so long as the Village commences the work within the initial forty eight (48) hours and diligently continues the curative work through completion.

7. **Licensed Contractors.** The Village agrees that in performing work, the Village will engage only licensed and insured contractors with experience in the installation of security and communications equipment. The Village shall also require that the contractor(s) cause the Owners to be named as an additional insured under the liability insurance policy(ies) maintained by the contractor(s).

8. **Binding Effect.** This Easement Agreement shall be binding upon and run to the benefit of all successors and/or assigns, including in particular any purchaser or transferee from the Owners.

9. **Notices.** Any notices required by this Easement Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed below or such other address as the party or its successors may have designated by proper notice.

OWNERS: Norman & Irma Braman
1 Indian Creek Island Road
Indian Creek, Florida 33154

VILLAGE: Village Manager
Indian Creek Village
9080 Bay Drive
Indian Creek, FL 33154
Email: jmedina@icvps.org
Telephone: 305-865-4121
Facsimile: 305-865-2502

With a copy to: Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Stephen J. Helfman, Esq.
Indian Creek Village Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
Email: shelfman@wsh-law.com
Telephone: 305-854-0800
Facsimile: 305-854-2323

10. **Compliance with Laws.** The Village shall comply with all applicable federal, state, county and municipal laws, ordinances, resolutions, building codes and governmental rules, regulations and orders, when using and occupying the Easement Area pursuant to this Easement Agreement. The Village shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the Term of this Easement Agreement.

11. **Liens Against the Easement Area.** Village shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Easement Area or any part of the Property by reason of work, labor, services or materials supplied or claimed to have been supplied to Village. If any such lien is at any time filed against any part of the Property, the Village, within thirty (30) days after notice of the filing, will cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Village fails to cause such lien to be discharged within the thirty (30) day period, then, in addition to any other right or remedy in the event of default by Village hereunder, the Owners may, but are not obligated to, discharge such lien either by paying the amount claimed to be due or by procuring the discharge

of such lien by transferring it to a bond. Any amounts paid by the Owners in obtaining the discharge or transfer of any lien, plus all of the Owners' costs and expenses associated with any lien, including attorneys' fees, will be paid by Village to the Owners on demand. Notwithstanding the foregoing, Village shall have the right to contest the correctness or the validity of any such lien if, prior to the expiration of the thirty (30) day period, Village procures and records a bond issued by a corporation authorized to issue surety bonds in Florida. The bond must meet the requirements of local law and must provide for payment of the sum that the claimant may recover on the claim. All persons and entities contracting or otherwise dealing with the Village relative to the Property shall be placed on notice of the provisions of this Section.

12. **Good Faith Cooperation.** The parties acknowledge that this Easement Agreement may, from time to time, require cooperative action by each party to accomplish the purposes of this Easement Agreement. Each party agrees to use its good faith efforts to cooperate with the other in order to effectuate the purpose of this Easement Agreement.

13. **Interpretation.** No ambiguity in any provision of this Easement Agreement shall be construed against a party by reason of the fact that it was drafted by such party or their counsel, it being the agreement of the parties that this Easement Agreement was drafted jointly by the parties.

14. **Authorization.** Each person or entity executing this Easement Agreement represents and warrants that such person or entity is authorized to enter into this Easement Agreement and that this Easement Agreement comprises valid and binding obligations of the respective parties.

15. **Entire Agreement and Modifications.** This Easement Agreement contains the complete exclusive and entire agreement between the Owners and Village regarding use of the Easement Area, and supersedes any and all prior oral and written agreements between the Owners and Village regarding such matters. This Easement Agreement may be modified only by an agreement in writing signed by both the Owners and Village. No alterations, modifications, supplements, changes, amendments, or waivers of this Easement Agreement shall be valid unless in writing and executed by both the parties. No waiver of any provision of this Easement Agreement shall constitute waiver of any other provision of this Easement Agreement.

16. **Recording.** The Village may record this Easement Agreement within the public records of Miami-Dade County, Florida.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year as first stated above.

INDIAN CREEK VILLAGE

By: [Signature]
Jennifer Medina, Village Manager

Attest:

By: [Signature]
Marilane Lima
Village Clerk

WITNESSES

By: [Signature]
Print: Jennifer Medina

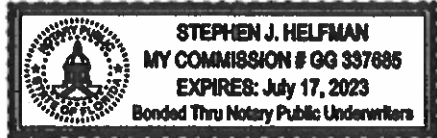
By: [Signature]
Print: Robert Canonico

OWNER

Norman Braman
By: [Signature]
Norman Braman

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

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30 day of April 2021 by Norman Braman. He is personally known to me or has produced _____ as identification.



[Signature]
Name: _____
Notary Public, State of Florida
Commission Number: _____

WITNESSES

By: Jennifer Medina
Print: Jennifer Medina

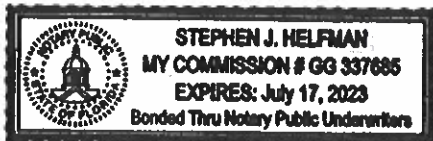
By: Robert Canonico
Print: ROBERT CANONICO

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

OWNER

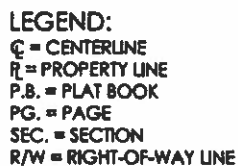
Irma Braman
By: Irma Braman
Irma Braman

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 30 day of April 2021 by Irma Braman. She is personally known to me or has produced _____ as identification.



Stephen J. Helfman
Name: _____
Notary Public, State of Florida
Commission Number: _____

EXHIBIT "A"



NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 • PHONE:(305)463-0912 • FAX:(305)513-5680 • WWW.LONGITUDESURVEYORS.COM

L:\21100.0.01 Indian Creek Island Road \dwg\Sketch and Legal\Lot 1

JOB No. 21100.0.01 PAGE 1 OF 3

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR UTILITY EASEMENT**

EXHIBIT "A"

LEGAL DESCRIPTION:

All of that portion of Lot 1 of "**INDIAN CREEK GOLF CLUB ISLAND**", according to the plat thereof, as recorded in Plat Book 34, Page 33 of the Public Records of Miami-Dade County, Florida; bounded Westerly by the face of the Existing Seawall, bounded Easterly by a line 8.70 feet East of, and parallel with said face of the Existing Seawall; bounded Northerly by the North Line of said Lot 1; and bounded Southerly by the South Line of said Lot 1.

TOGETHER WITH:

The South 5.00 feet of said Lot 1, lying to the East of the aforesaid line being 8.70 feet East of, and parallel with the face of the Existing Seawall.

Containing 2,062 square feet, more or less, by calculations.

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 • PHONE: (305) 463-0912 • FAX: (305) 513-5680 • WWW.LONGITUDESURVEYORS.COM

L:\21100.001 Indian Creek Island Road \dwg\Sketch and Legal\Lot 1

JOB No. 21100.001 PAGE 2 OF 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR UTILITY EASEMENT

EXHIBIT "A"



SURVEYOR'S NOTES:

This is not a Boundary Survey. This is a Sketch and Legal Description for a Utility Easement.

The Legal Description of the Subject Parcel was generated according to the Sketch sent by the client.

Bearings and Coordinates are relative to the State Plane Coordinate System, Florida East Zone (0901), North American Datum (N.A.D.) of 1983, adjustment of 2011 (NAD 83 / 2011); with a Chord Bearing of S 09°57'10" W, R=11,660.51' being established for the centerline of Indian Creek Island Road, said line to be considered a well established and monumented line.

DATA SOURCE USED FOR THE PREPARATION OF THIS DOCUMENT:

1. Warranty Deed recorded in Official Records Book 15046, Page 2103, Miami-Dade County, Florida.
2. Plat of "INDIAN CREEK GOLF CLUB ISLAND" according to the Plat thereof as recorded in Plat Book 34 at Page 33 of the Public Records of Miami-Dade County, Florida.
3. Plans provided by INTEGRATED SECURITY SYSTEM, Inc. dated 03-05-21

LIMITATIONS:

Since no other information were furnished other than what is cited above, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this document that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.


SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to Accompany Legal Description" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.053 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

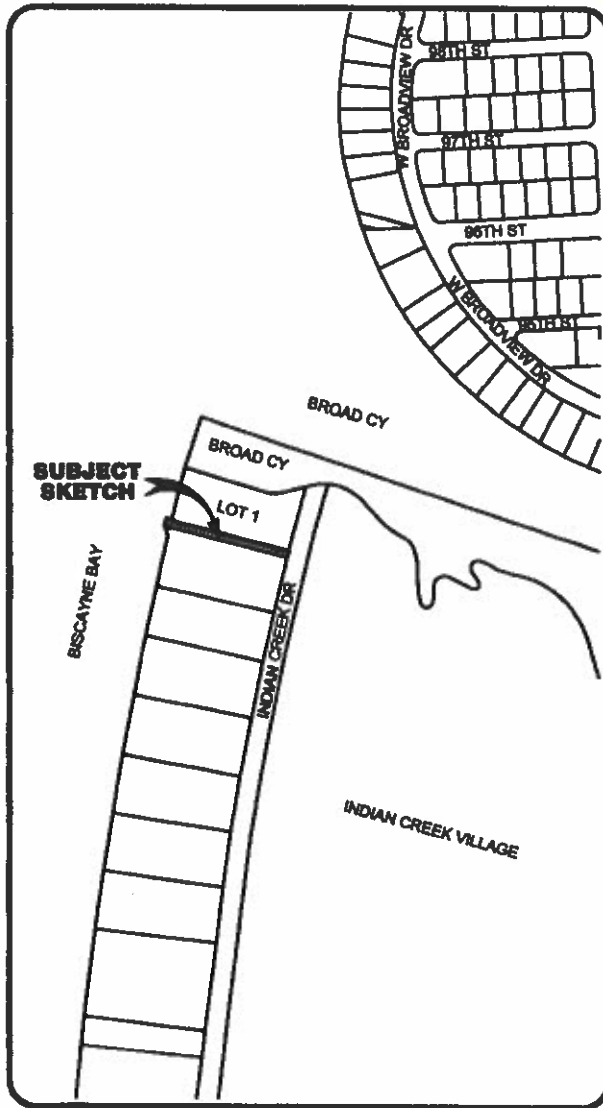
LONGITUDE SURVEYORS LLC, a Florida Limited Liability Company

Florida Certificate of Authorization Number LB7335

This item has been digitally signed and sealed by:


Eduardo M. Suarez, F.S.M.
Registered Surveyor and Mapper LS6313-
State of Florida

NOTE: Printed copies of this document are not considered official unless signed and sealed and for digital copies the signature must be verified.



LOCATION MAP
(NOT TO SCALE)

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

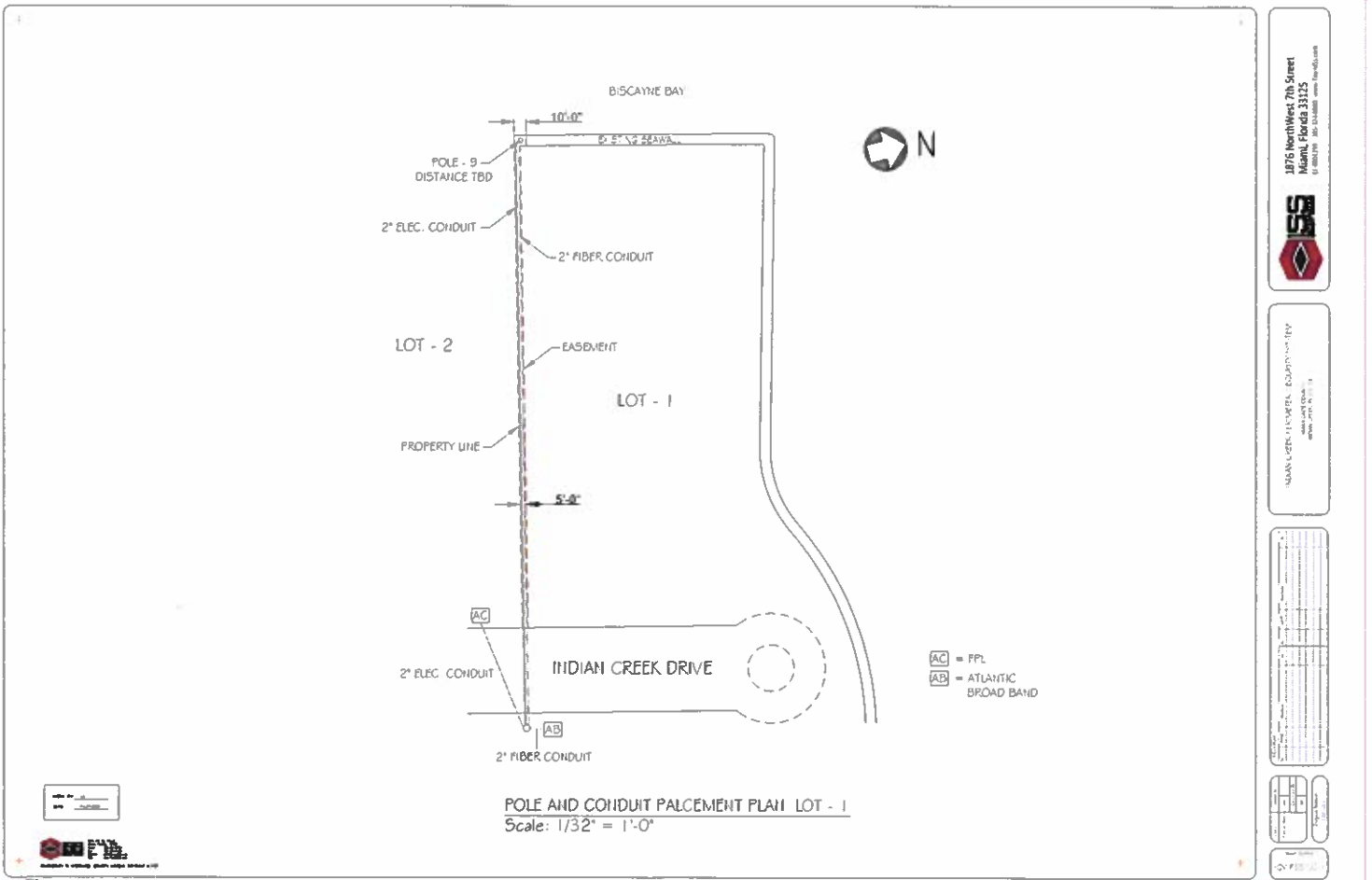
LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 • PHONE: (305) 463-0912 • FAX: (305) 513-5680 • WWW.LONGITUDESURVEYORS.COM

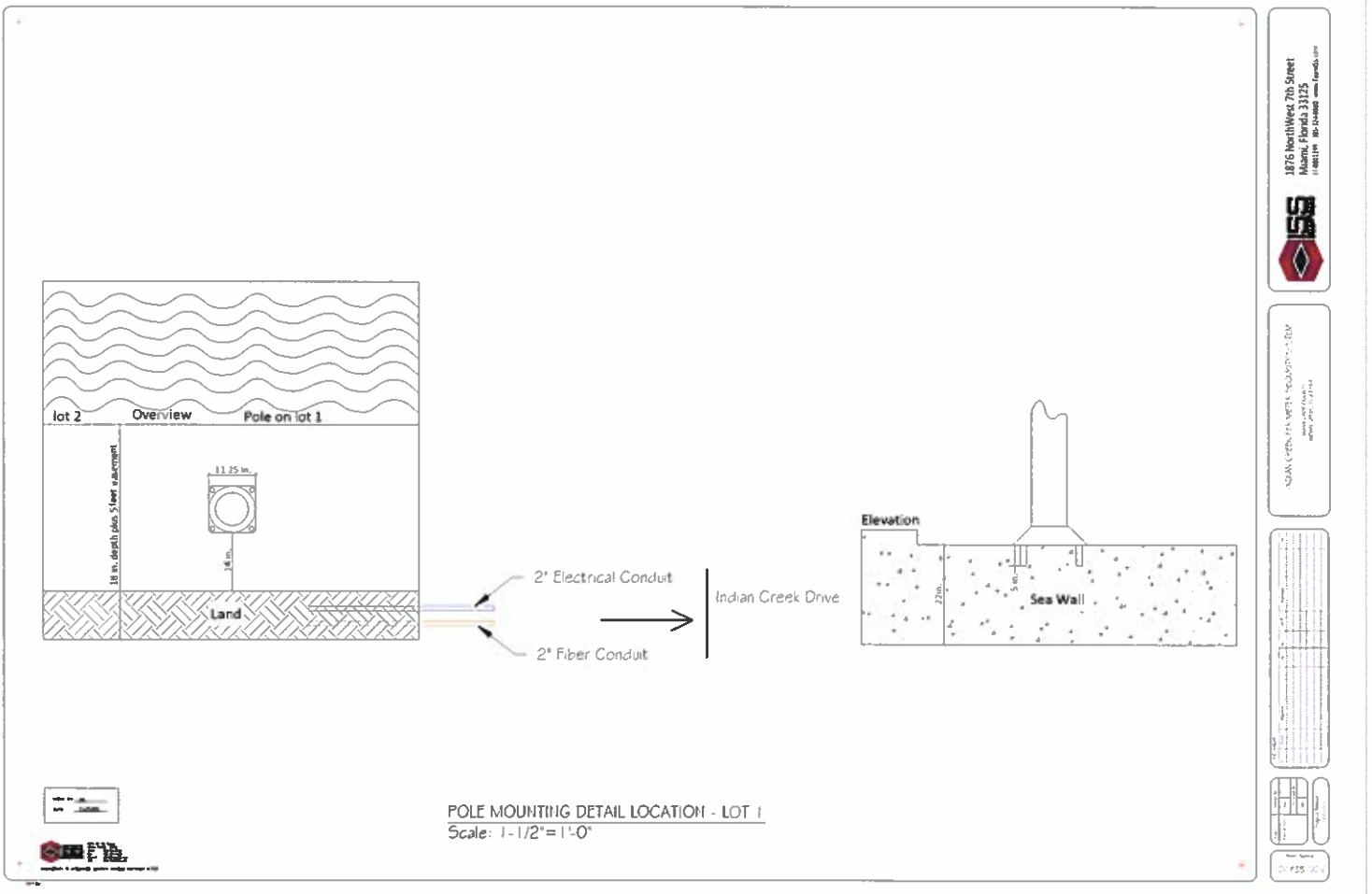
L\21100.001 Indian Creek Island Road \deg\Sketch and Legal\Lot 1

JOB No. 21100.001 PAGE 3 OF 3

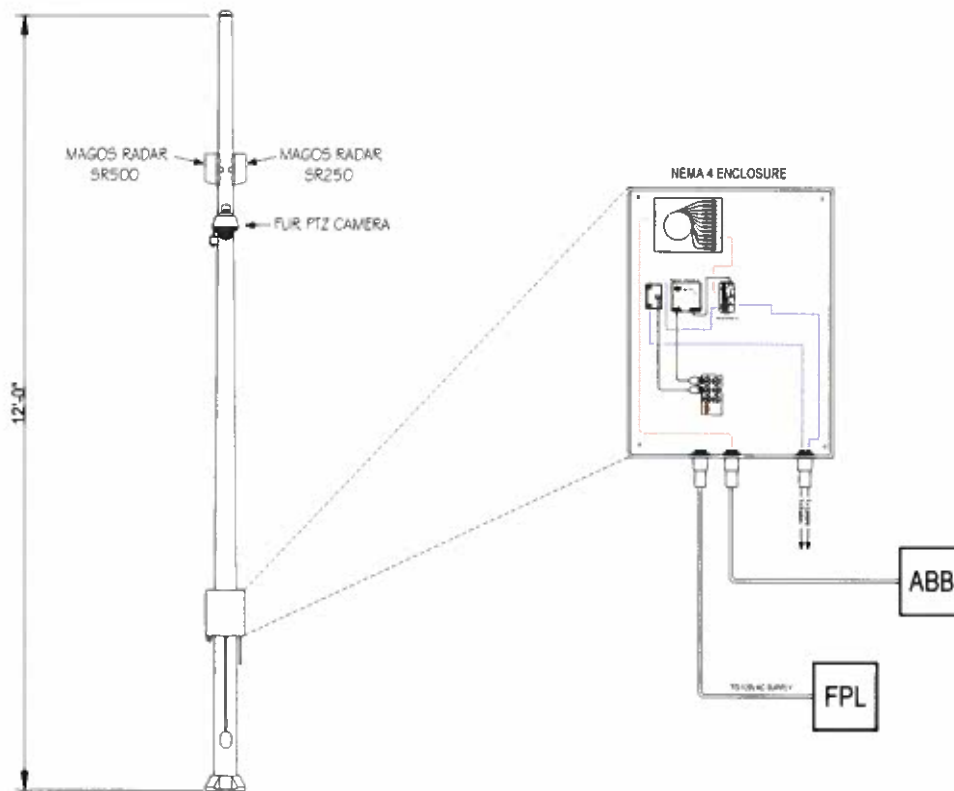
COMPOSITE EXHIBIT "B"



COMPOSITE EXHIBIT "B"



COMPOSITE EXHIBIT "B"



POLE DETAIL - LOT 1
Scale: N.T.S.

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Stephen J. Helfman, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

**LIMITED EASEMENT AGREEMENT
FOR SECURITY EQUIPMENT**

This is a Limited Easement Agreement For Security Equipment (this "Easement Agreement") made as of this 11th day of June 2021, between Robert Diener and Michell Diener, the owners (the "Owners") of the property located at 8 Indian Creek Island Road (the "Property") and Indian Creek Village, Florida, a municipal corporation (the "Village").

RECITALS

1. The Village intends to enhance its public safety program with the installation and operation of an integrated electronic security system (the "Security System") along the perimeter of the approximately 400-acre island within the boundaries of the Village (the "Island").

2. The Security System uses detection equipment including cameras, lasers and other imaging technology (the "Detection Equipment"), which identifies unwanted intruders attempting to enter the Island from the surrounding waters. The Security System is designed to transmit data/images through a fiber optic network to the Village Public Safety Department where trained personnel will be alerted to suspicious activity.

3. The Detection Equipment is to be mounted on low-scale metal poles (the "Poles" and individually the "Pole") strategically located at various locations along the perimeter of the Island, including on or near existing seawalls at several individually owned residential lots. The Owners' Property is one of the locations where the Village wishes to install one of the Poles to mount and operate certain Detection Equipment.

4. The Village has requested that the Owners grant the Village a limited easement in and through a portion of the Property to: i) allow the Village to install a Pole at the Owners' Property; ii) mount Detection Equipment on the Pole; and iii) install underground electrical and fiber optic transmission lines from Indian Creek Island Road to the Pole. The Owners wish to accommodate the Village in granting a limited easement to the Village for these purposes.

TERMS

1. **Recitals.** The Recitals are true and correct and incorporated into this Easement Agreement.

2. **Grant of Easement.** Subject to the limitations set forth in this Easement Agreement, the Owners hereby grant to the Village a perpetual easement in and to the areas shown and legally described on Exhibit "A" to this Easement Agreement (the "Easement"). The area within the boundaries consists of approximately 2,475 square feet, and is referred to herein as the "Easement Area".

2.1 **Purpose.** The Easement granted herein is solely and exclusively for the limited purpose of installing, maintaining, repairing, replacing, reconstructing and otherwise operating the Detection Equipment from a Pole all as shown described on Composite Exhibit "B" to this Easement Agreement. The Easement is also granted to the Village for the purpose of installing, maintaining, repairing, replacing and using electrical and fiber optic lines (the "Transmission Lines") through conduit running from the Detection Equipment to a larger electrical and fiber optic transmission network in Indian Creek Island Road. The location and description of Transmission Lines within the Easement Area is also shown and described on Composite Exhibit "B".

2.2 **Property Access.** In order to access the Easement Area, the Village requires access from time to time into the Property. The Owners agree to grant the Village a limited license to access the Property for the sole purpose of working within the Easement Area and only after a minimum of twenty four (24) hours' notice to the Owners (except during an emergency) and only when accompanied by Village law enforcement personnel. Moreover, after the initial installation, the Village agrees it will only utilize this access license when it is infeasible to perform the work from a vessel on the waterside of the Property.

2.3 **Limitation on Use of Detection Equipment.** The Detection Equipment shall at all times be used and operated only by the Village Public Safety Department personnel. The Detection Equipment shall not under any circumstance be operated in any manner which would violate the privacy of the Owners or any occupant nor allow any person to capture, monitor or otherwise view the Owners' Property or any occupant of the Property, except when the Village has identified an intruder, in which event the Village may track that person(s) within the Property for the sole purpose of detainment and/or arrest for trespass or other illegal activity. The Detection Equipment will not under any circumstances be accessible to any Village resident nor shall any images be reviewed by anyone other than law enforcement personnel for law enforcement purposes.

2.4 **Non-Exclusive.** In granting the Easement, the Owners reserve their absolute and unlimited right to use the Easement Area for all legally permissible purposes so long as it does not interfere with the Village's rights granted in this Easement Agreement. The Owners expressly reserve and are granted by the Village the right to attach a security camera (with cable connections) to the Pole as part of the Owners' independent onsite security system. This camera is shown on Composite Exhibit "B". Additionally, the owner is granted the right to attach to the

Pole a mesh net which serves as a backstop to a volleyball area adjacent to the Easement. Hook will be incorporated into the Pole to allow for the attachment of the net. This is shown on Composite Exhibit "B".

2.5 **Maintenance of Equipment and Easement.** The Village shall at all times maintain the Detection Equipment, the Pole and Transmission Lines in good working order, including, but not limited to the exterior condition, which shall not at any time show excess wear and tear. Moreover, the Village agrees that at all times the integrity of the seawall where the Pole is installed shall be maintained in a condition no less sound than it was at the time of the execution of this Easement Agreement and further agrees to make any needed improvements to the seawall to allow for proper installation of the Pole and Detection Equipment.

2.6 **Restoration of Easement Area.** To the extent that the Village damages or in any other manner alters the condition of any part of the Property (including landscaping) during any of its work, the Village shall immediately, at its own cost, repair and restore the area to at least the same condition as it existed prior to the work by the Village. This obligation includes areas both within the Easement Area and outside of the Easement Area, as well as the seawall shown on Composite Exhibit "B".

3. **Insurance.** The Village will at all times during the term of this Easement Agreement maintain liability insurance with limits of up to \$5,000,000 to cover injury to persons or damage to property caused by the acts of the Village, its agents, employees, and/or vendors.

4. **Indemnity.** Subject to the limits of Chapter 768, Fla. Stat., the Village agrees to fully indemnify and defend the Owners from and against any claims, losses or damages caused to the Owners by the acts of any of the Village employees, vendors or agents acting under the rights and privileges granted to the Village under this Easement Agreement.

5. **Term.** This Easement Agreement and the Easement granted herein shall be perpetual in length for so long as the Village operates the Security System; however, this Easement Agreement may be terminated by the Owners in the event of an uncured breach of this Easement Agreement by the Village.

6. **Breach and Cure.** Should the Village violate any of its obligations under this Easement Agreement, the Village shall immediately take all action necessary to remedy the violation within a commercially reasonable time but not more than forty eight (48) hours from receipt of notice from the Owners of the violation. If the time reasonably necessary to cure the violation is longer than the forty eight (48) hours provided for herein, the Village shall be granted the additional time needed to remedy the violation so long as the Village commences the work within the initial forty eight (48) hours and diligently continues the curative work through completion.

7. **Licensed Contractors.** The Village agrees that in performing work, the Village will engage only licensed and insured contractors with experience in the installation of security and communications equipment. The Village shall also require that the contractor(s) cause the

Owners to be named as an additional insured under the liability insurance policy(ies) maintained by the contractor(s).

8. **Binding Effect.** This Easement Agreement shall be binding upon and run to the benefit of all successors and/or assigns, including in particular any purchaser or transferee from the Owners.

9. **Notices.** Any notices required by this Easement Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed below or such other address as the party or its successor may have designated by proper notice.

OWNER: Robert and Michell Diener
8 Indian Creek Island Road
Indian Creek, Florida 33154

VILLAGE: Village Manager
Indian Creek Village
9080 Bay Drive
Indian Creek, FL 33154
Email: jmedina@icvps.org
Telephone: 305-865-4121
Facsimile: 305-865-2502

With a copy to: Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Stephen J. Helfman, Esq.
Indian Creek Village Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
Email: shelfman@wsh-law.com
Telephone: 305-854-0800
Facsimile: 305-854-2323

10. **Compliance with Laws.** The Village shall comply with all applicable federal, state, county and municipal laws, ordinances, resolutions, building codes and governmental rules, regulations and orders, when using and occupying the Easement Area pursuant to this Easement Agreement. The Village shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the Term of this Easement Agreement.

11. **Liens Against the Easement Area.** Village shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Easement Area or any part of the Property

by reason of work, labor, services or materials supplied or claimed to have been supplied to Village. If any such lien is at any time filed against any part of the Property, the Village, within thirty (30) days after notice of the filing, will cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Village fails to cause such lien to be discharged within the thirty (30) day period, then, in addition to any other right or remedy in the event of default by Village hereunder, the Owners may, but are not obligated to, discharge such lien either by paying the amount claimed to be due or by procuring the discharge of such lien by transferring it to a bond. Any amounts paid by the Owners in obtaining the discharge or transfer of any lien, plus all of the Owners' costs and expenses associated with any lien, including attorneys' fees, will be paid by Village to the Owners on demand. Notwithstanding the foregoing, Village shall have the right to contest the correctness or the validity of any such lien if, prior to the expiration of the thirty (30) day period, Village procures and records a bond issued by a corporation authorized to issue surety bonds in Florida. The bond must meet the requirements of local law and must provide for payment of the sum that the claimant may recover on the claim. All persons and entities contracting or otherwise dealing with the Village relative to the Property shall be placed on notice of the provisions of this Section.

12. **Good Faith Cooperation.** The parties acknowledge that this Easement Agreement may, from time to time, require cooperative action by each party to accomplish the purposes of this Easement Agreement. Each party agrees to use its good faith efforts to cooperate with the other in order to effectuate the purpose of this Easement Agreement.

13. **Interpretation.** No ambiguity in any provision of this Easement Agreement shall be construed against a party by reason of the fact that it was drafted by such party or their counsel, it being the agreement of the parties that this Easement Agreement was drafted jointly by the parties.

14. **Authorization.** Each person or entity executing this Easement Agreement represents and warrants that such person or entity is authorized to enter into this Easement Agreement and that this Easement Agreement comprises valid and binding obligations of the respective parties.

15. **Entire Agreement and Modifications.** This Easement Agreement contains the complete exclusive and entire agreement between the Owners and Village regarding use of the Easement Area, and supersedes any and all prior oral and written agreements between the Owners and Village regarding such matters. This Easement Agreement may be modified only by an agreement in writing signed by both the Owners and Village. No alterations, modifications, supplements, changes, amendments, or waivers of this Easement Agreement shall be valid unless in writing and executed by both the parties. No waiver of any provision of this Easement Agreement shall constitute waiver of any other provision of this Easement Agreement.

16. **Recording.** The Village may record this Easement Agreement within the public records of Miami-Dade County, Florida.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year as first stated above.

INDIAN CREEK VILLAGE

By: Jennifer Medina
Jennifer Medina, Village Manager

Attest: Marilane Lima
By: Marilane Lima
Marilane Lima
Village Clerk

WITNESSES

By: Jennifer Medina
Print: Jennifer Medina
By: Robert Greenberg
Print: Robert Greenberg

OWNER

Robert Diener
By: Robert Diener
Robert Diener

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

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this ___ day of June 2021 by Robert Diener. He is personally known to me or has produced N/A as identification.

Marilane Lima
Name: Marilane Lima
Notary Public - State of Florida
Commission Number: MARILANE R. LIMA
Notary Public - State of Florida
Commission # GG 266812
My Comm. Expires Oct 14, 2022
Bonded through National Notary Assn.

By: Jennifer Medina
Print: Jennifer Medina

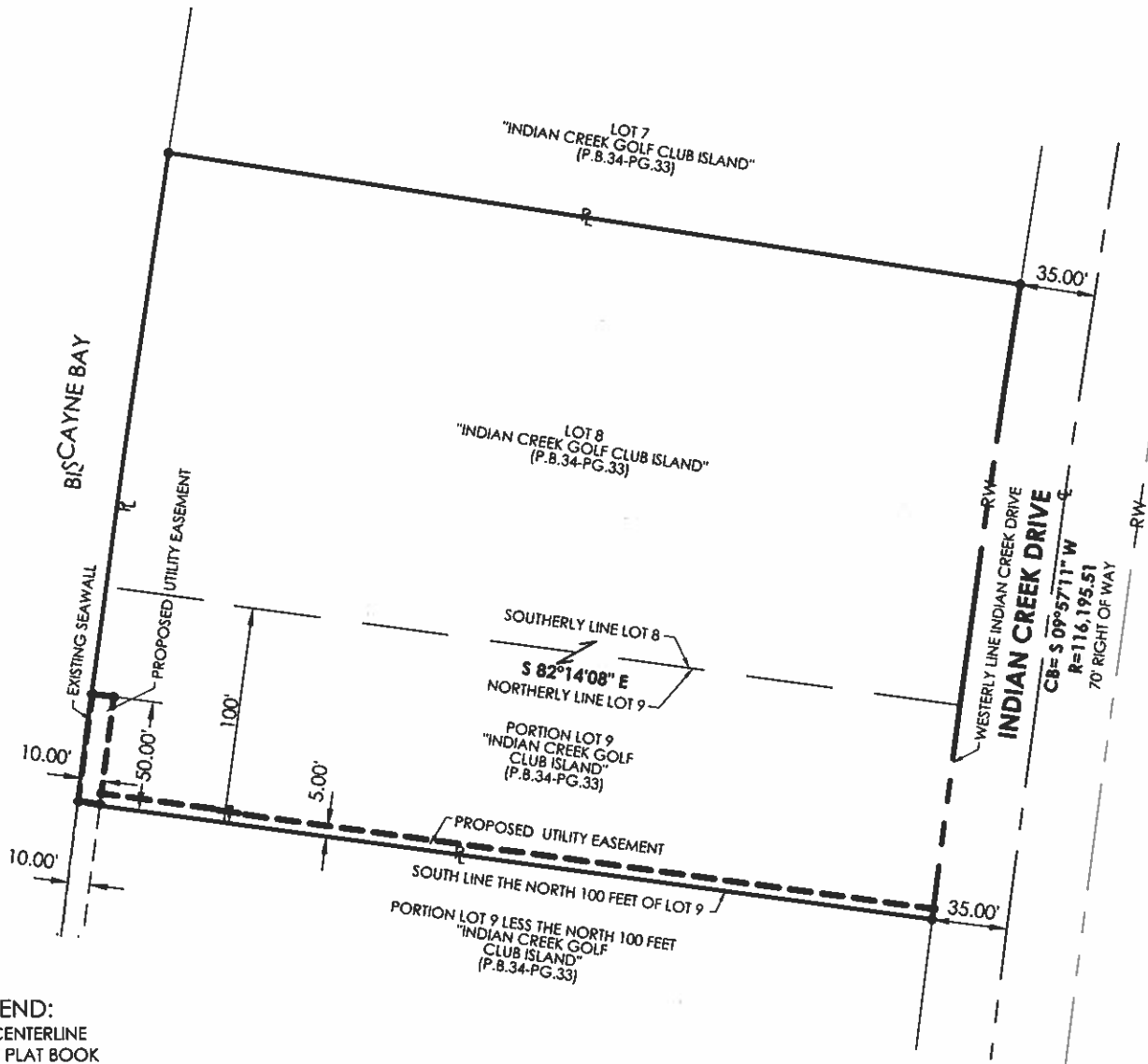
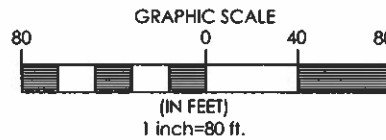
By: Michelle Diener
Michelle Diener

Name: Maryland R. Lima
Notary Public, State of Florida
Commission Expires: 2014 MARILANE R. LIMA



SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR UTILITY EASEMENT

EXHIBIT "A"



LEGEND:

- C = CENTERLINE
- P.B. = PLAT BOOK
- PG. = PAGE
- SEC. = SECTION
- R/W = RIGHT-OF-WAY
- O.R.B. = OFFICIAL RECORDS BOOK
- P = PROPERTY LINE
- ✓ = CONTIGUOUS PARCELS WITH SAME OWNERSHIP

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM
L:\21100.01 Indian Creek Island Road \ Utility Easement\dwg\Sketch of Accompany Legal Description

JOB No. 21100.01 PAGE 1 OF 3

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR UTILITY EASEMENT**

EXHIBIT "A"

LEGAL DESCRIPTION:

All of that portion of Lot 9 of "**INDIAN CREEK GOLF CLUB ISLAND**", according to the plat thereof, as recorded in Plat Book 34, Page 33 of the Public Records of Miami-Dade County, Florida; bounded Westerly by the face of the Existing Seawall, bounded Easterly by a line 10.00 feet East of, and parallel with said face of the Existing Seawall; bounded Southerly by the South Line of North 100 feet said Lot 9; and bounded Northerly by a line 50.00 feet of, and parallel with South Line the North 100 feet said Lot 9.

TOGETHER WITH:

The South 5.00 feet of the North 100 feet said Lot 9, lying to the East of the aforesaid line being 10.00 feet East of, and parallel with the face of the Existing Seawall.

Containing 2,475 square feet, more or less, by calculations.

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

LONGITUDE S U R V E Y O R S

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM
L:\21100.001 Indian Creek Island Road \ Utility Easement\dwg\Sketch of Accompany Legal Description

JOB No. 21100.001 PAGE 2 OF 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR UTILITY EASEMENT

EXHIBIT "A"



SURVEYOR'S NOTES:

This is not a Boundary Survey. This is a Sketch and Legal Description for a Utility Easement.

The Legal Description of the Subject Parcel was generated according to the Sketch sent by the client.

Bearings and Coordinates are relative to the State Plane Coordinate System, Florida East Zone (0901), North American Datum (N.A.D.) of 1983, adjustment of 2011 (NAD 83 / 2011); with a Bearing of S 82°14'08" E being established for the Southerly Line of Lot 8 Plat of "INDIAN CREEK GOLF CLUB ISLAND" according to the Plat thereof as recorded in Plat Book 34 at Page 33 of the Public Records of Miami-Dade County, Florida; said line to be considered a well established and monumented line.

DATA SOURCE USED FOR THE PREPARATION OF THIS DOCUMENT:

1. Warranty Deed recorded in Official Records Book 21934, Page 3549, Miami-Dade County, Florida.
2. Plat of "INDIAN CREEK GOLF CLUB ISLAND" according to the Plat thereof as recorded in Plat Book 34 at Page 33 of the Public Records of Miami-Dade County, Florida.
3. Plans provided by INTEGRATED SECURITY SYSTEM, Inc. dated 03-05-21

LIMITATIONS:

Since no other information were furnished other than what is cited above, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this document that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to Accompany Legal Description" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.053 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

This item has been digitally signed by:

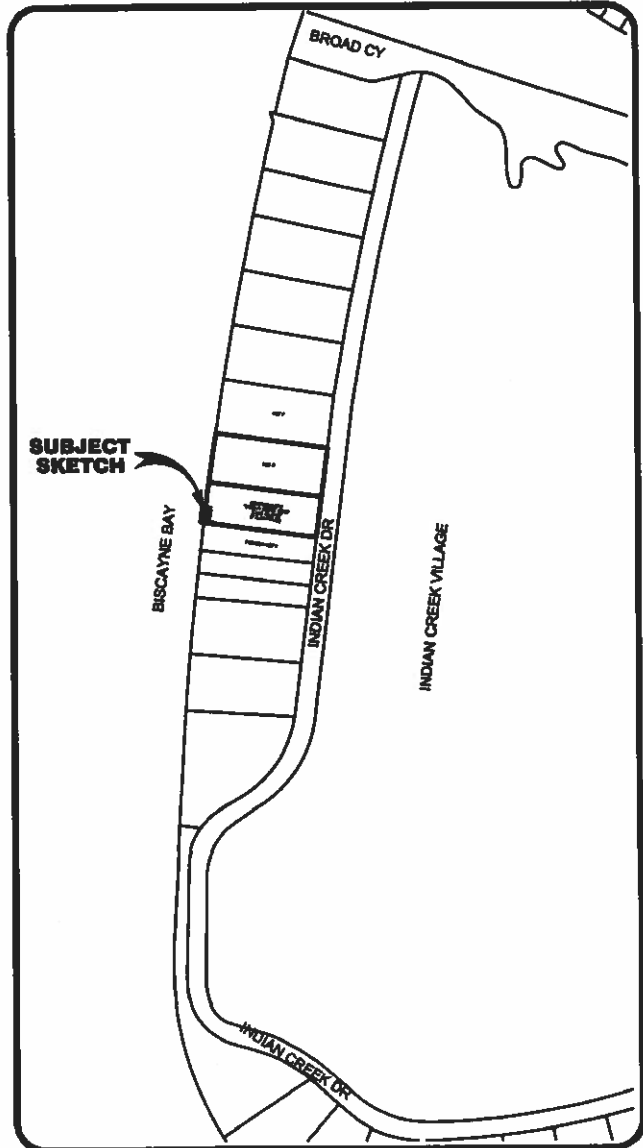
Eduardo M Suarez
Digitally signed by Eduardo M Suarez
Date: 2021.04.12 12:12:29 -04'00'

Eduardo M. Suarez, PSM

Registered Surveyor and Mapper LS6313
State of Florida

NOTE: Printed copies of this document are not considered official unless signed and sealed and for digital copies the signature must be verified.

NOTICE: This document is not valid, full and complete without all pages.



LOCATION MAP
(NOT TO SCALE)

THIS IS NOT A SURVEY

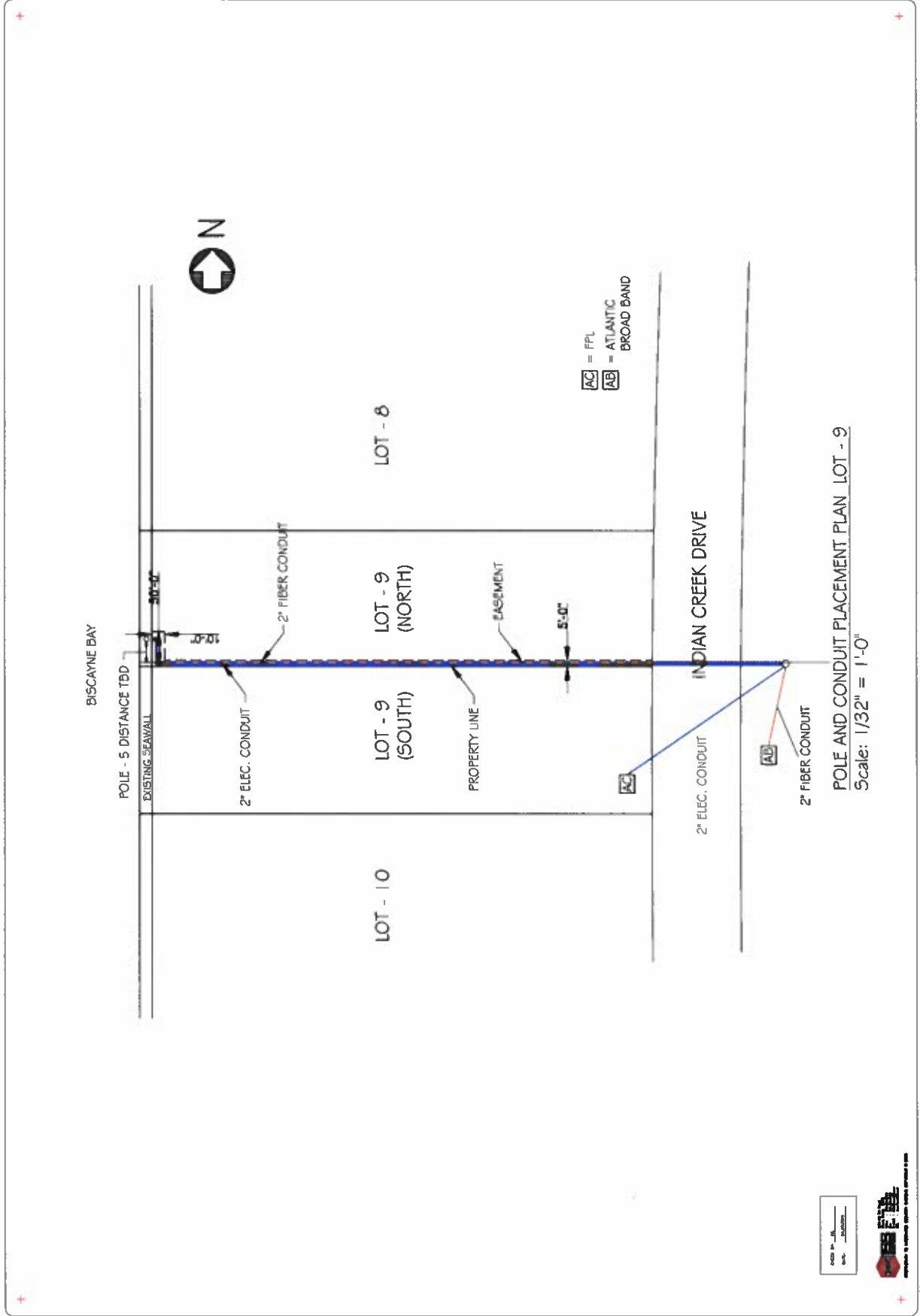
LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

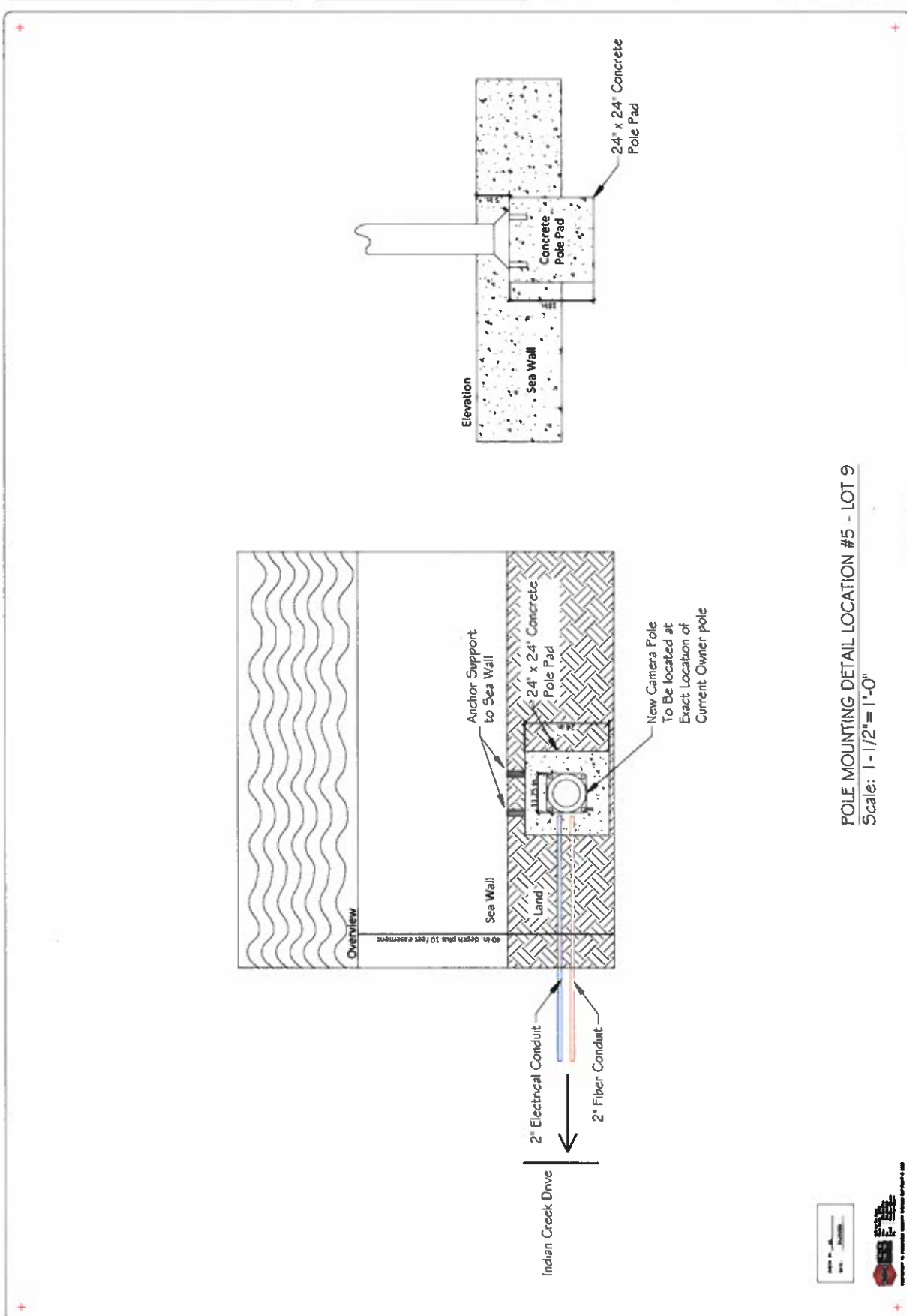
L:\21100.001 Indian Creek Island Road \ Utility Easement\dwg\Sketch of Accompany Legal Description

JOB No. 21100.0.01 PAGE 3 OF 3

COMPOSITE EXHIBIT "B"



COMPOSITE EXHIBIT "B"



1876 Northwest 7th Street
Miami, Florida 33125
Tel: (305) 351-1111 Fax: (305) 351-1112
www.fairwayss.com



INDIAN CREEK PRELIMINARY SECURITY SYSTEM
MAY 2002 (REV. 11/01/04)

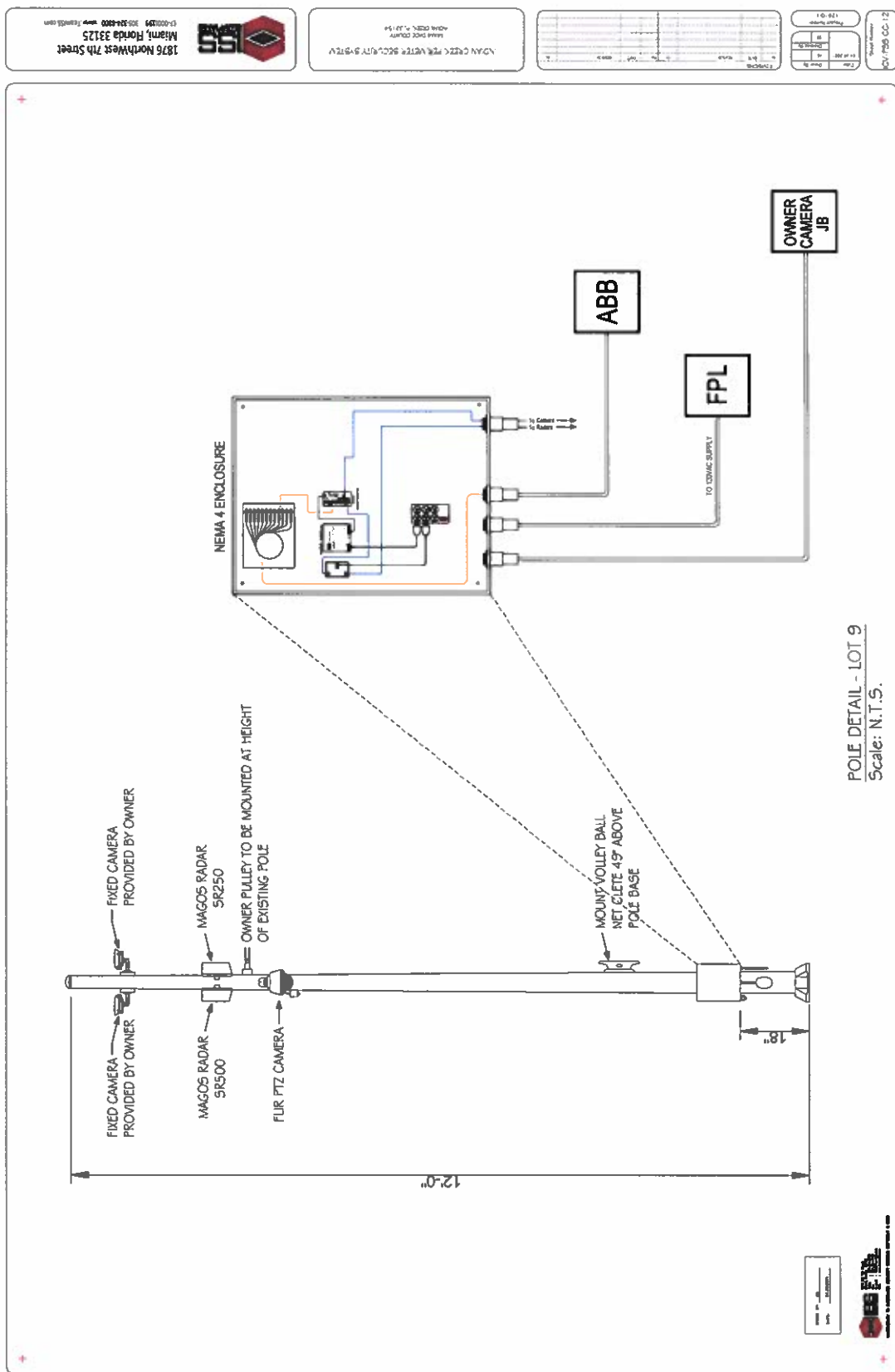
Sheet No.	Scale	Date
101-PSS-001-0	1/2" = 1'-0"	11/01/04

Sheet No.	Scale	Date
101-PSS-001-0	1/2" = 1'-0"	11/01/04



101-PSS-001-0

COMPOSITE EXHIBIT "B"



**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

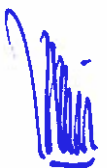
Stephen J. Helfman, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

**LIMITED EASEMENT AGREEMENT
FOR SECURITY EQUIPMENT**

This is a Limited Easement Agreement For Security Equipment (this "Easement Agreement") made as of this 4 day of ^{June} ~~May~~ 2021, between Penguin Estates, LLC, the owner (the "Owner") of the property located at 15 Indian Creek Island Road (the "Property") and Indian Creek Village, Florida, a municipal corporation (the "Village").

RECITALS

1. The Village intends to enhance its public safety program with the installation and operation of an integrated electronic security system (the "Security System") along the perimeter of the approximately 400-acre island within the boundaries of the Village (the "Island").
2. The Security System uses detection equipment including cameras, lasers and other imaging technology (the "Detection Equipment"), which identifies unwanted intruders attempting to enter the Island from the surrounding waters. The Security System is designed to transmit data/images through a fiber optic network to the Village Public Safety Department where trained personnel will be alerted to suspicious activity.
3. The Detection Equipment is to be mounted on low-scale metal poles (the "Poles" and individually the "Pole") strategically located at various locations along the perimeter of the Island, including on existing seawalls at several individually owned residential lots. The Owner's Property is one of the locations where the Village wishes to install one of the Poles to mount and operate certain Detection Equipment.
4. The Village has requested that the Owner grant the Village a limited easement in and through a portion of the Property to: i) allow the Village to install a Pole at the Owner's seawall; ii) mount Detection Equipment on the Pole; and iii) install underground electrical and fiber optic transmission lines from Indian Creek Island Road to the seawall. The Owner wishes to accommodate the Village in granting a limited easement to the Village for these purposes.



TERMS

1. **Recitals.** The Recitals are true and correct and incorporated into this Easement Agreement.

2. **Grant of Easement.** Subject to the limitations set forth in this Easement Agreement, the Owner hereby grants to the Village a perpetual easement in and to the areas shown and legally described on Exhibit "A" to this Easement Agreement (the "Easement"). The area within the boundaries consists of approximately 2009 square feet, and is referred to herein as the "Easement Area".

2.1 **Purpose.** The Easement granted herein is solely and exclusively for the limited purpose of installing, maintaining, repairing, replacing, reconstructing and otherwise operating the Detection Equipment from a Pole all as shown described on Composite Exhibit "B" to this Easement Agreement. The Easement is also granted to the Village for the purpose of installing, maintaining, repairing, replacing and using electrical and fiber optic lines (the "Transmission Lines") through conduit running from the Detection Equipment to a larger electrical and fiber optic transmission network in Indian Creek Island Road. The location and description of Transmission Lines within the Easement Area is also shown and described on Composite Exhibit "B".

2.2 **Property Access.** In order to access the Easement Area, the Village requires access from time to time into the Property. The Owner agrees to grant the Village a limited license to access the Property for the sole purpose of working within the Easement Area and only after a minimum of twenty four (24) hours' notice to the Owner (except during an emergency) and only when accompanied by Village law enforcement personnel. Moreover, after the initial installation, the Village agrees it will only utilize this access license when it is infeasible to perform the work from a vessel on the waterside of the Property.

2.3 **Limitation on Use of Detection Equipment.** The Detection Equipment shall at all times be used and operated only by the Village Public Safety Department personnel. The Detection Equipment shall not under any circumstance be operated in any manner which would violate the privacy of the Owner or any occupant nor allow any person to capture, monitor or otherwise view the Owner's Property or any occupant of the Property, except when the Village has identified an intruder, in which event the Village may track that person(s) within the Property for the sole purpose of detainment and/or arrest for trespass or other illegal activity. The Detection Equipment will not under any circumstances be accessible to any Village resident nor shall any images be reviewed by anyone other than law enforcement personnel for law enforcement purposes.

2.4 **Non-Exclusive.** In granting the Easement, the Owner reserves its absolute and unlimited right to use the Easement Area for all legally permissible purposes so long as it does not interfere with the Village's rights granted in this Easement Agreement.

2.5 **Maintenance of Equipment and Easement.** The Village shall at all times maintain the Detection Equipment, the Pole and Transmission Lines in good working order,

including, but not limited to the exterior condition, which shall not at any time show excess wear and tear. Moreover, the Village agrees that at all times the integrity of the seawall where the Pole is installed shall be maintained in a condition no less sound than it was at the time of the execution of this Easement Agreement and further agrees to make any needed improvements to the seawall to allow for proper installation of the Pole and Detection Equipment.

2.6 **Restoration of Easement Area.** To the extent that the Village damages or in any other manner alters the condition of any part of the Property (including landscaping) during any of its work, the Village shall immediately, at its own cost, repair and restore the area to at least the same condition as it existed prior to the work by the Village. This obligation includes areas both within the Easement Area and outside of the Easement Area, as well as the seawall shown on Composite Exhibit "B".

3. **Insurance.** The Village will at all times during the term of this Easement Agreement maintain liability insurance with limits of up to \$5,000,000 to cover injury to persons or damage to property caused by the acts of the Village, its agents, employees, and/or vendors.

4. **Indemnity.** Subject to the limits of Chapter 768, Fla. Stat., the Village agrees to fully indemnify and defend the Owner from and against any claims, losses or damages caused to the Owner by the acts of any of the Village employees, vendors or agents acting under the rights and privileges granted to the Village under this Easement Agreement.

5. **Term.** This Easement Agreement and the Easement granted herein shall be perpetual in length for so long as the Village operates the Security System; however, this Easement Agreement may be terminated by the Owner in the event of an uncured breach of this Easement Agreement by the Village.

6. **Breach and Cure.** Should the Village violate any of its obligations under this Easement Agreement, the Village shall immediately take all action necessary to remedy the violation within a commercially reasonable time but not less than forty eight (48) hours from receipt of notice from the Owner of the violation. If the time reasonably necessary to cure the violation is longer than the forty eight (48) hours provided for herein, the Village shall be granted the additional time needed to remedy the violation so long as the Village commences the work within the initial forty eight (48) hours and diligently continues the curative work through completion.

7. **Licensed Contractors.** The Village agrees that in performing work, the Village will engage only licensed and insured contractors with experience in the installation of security and communications equipment. The Village shall also require that the contractor(s) cause the Owner to be named as an additional insured under the liability insurance policy(ies) maintained by the contractor(s).

8. **Binding Effect.** This Easement Agreement shall be binding upon and run to the benefit of all successors and/or assigns, including in particular any purchaser or transferee from the Owner.

9. **Notices.** Any notices required by this Easement Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed below or such other address as the party or its successor may have designated by proper notice.

OWNER: Penguin Estates, LLC
15 Indian Creek Island Road
Indian Creek, Florida 33154

With a copy to: Irwin and Laura Tauber
15 Indian Creek Island Road
Indian Creek Village, Florida 33154

VILLAGE: Village Manager
Indian Creek Village
9080 Bay Drive
Indian Creek, FL 33154
Email: jmedina@icvps.org
Telephone: 305-865-4121
Facsimile: 305-865-2502

With a copy to: Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Stephen J. Helfman, Esq.
Indian Creek Village Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
Email: shelfman@wsh-law.com
Telephone: 305-854-0800
Facsimile: 305-854-2323

10. **Compliance with Laws.** The Village shall comply with all applicable federal, state, county and municipal laws, ordinances, resolutions, building codes and governmental rules, regulations and orders, when using and occupying the Easement Area pursuant to this Easement Agreement. The Village shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the Term of this Easement Agreement.

11. **Liens Against the Easement Area.** Village shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Easement Area or any part of the Property by reason of work, labor, services or materials supplied or claimed to have been supplied to Village. If any such lien is at any time filed against any part of the Property, the Village, within thirty (30) days after notice of the filing, will cause such lien to be discharged of record by

payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Village fails to cause such lien to be discharged within the thirty (30) day period, then, in addition to any other right or remedy in the event of default by Village hereunder, the Owner may, but is not obligated to, discharge such lien either by paying the amount claimed to be due or by procuring the discharge of such lien by transferring it to a bond. Any amounts paid by the Owner in obtaining the discharge or transfer of any lien, plus all of the Owner's costs and expenses associated with any lien, including attorneys' fees, will be paid by Village to the Owner on demand. Notwithstanding the foregoing, Village shall have the right to contest the correctness or the validity of any such lien if, prior to the expiration of the thirty (30) day period, Village procures and records a bond issued by a corporation authorized to issue surety bonds in Florida. The bond must meet the requirements of local law and must provide for payment of the sum that the claimant may recover on the claim. All persons and entities contracting or otherwise dealing with the Village relative to the Property shall be placed on notice of the provisions of this Section.

12. **Good Faith Cooperation.** The parties acknowledge that this Easement Agreement may, from time to time, require cooperative action by each party to accomplish the purposes of this Easement Agreement. Each party agrees to use its good faith efforts to cooperate with the other in order to effectuate the purpose of this Easement Agreement.


13. **Interpretation.** No ambiguity in any provision of this Easement Agreement shall be construed against a party by reason of the fact that it was drafted by such party or their counsel, it being the agreement of the parties that this Easement Agreement was drafted jointly by the parties.

14. **Authorization.** Each person or entity executing this Easement Agreement represents and warrants that such person or entity is authorized to enter into this Easement Agreement and that this Easement Agreement comprises valid and binding obligations of the respective parties.

15. **Entire Agreement and Modifications.** This Easement Agreement contains the complete exclusive and entire agreement between the Owner and Village regarding use of the Easement Area, and supersedes any and all prior oral and written agreements between the Owner and Village regarding such matters. This Easement Agreement may be modified only by an agreement in writing signed by both the Owner and Village. No alterations, modifications, supplements, changes, amendments, or waivers of this Easement Agreement shall be valid unless in writing and executed by both the parties. No waiver of any provision of this Easement Agreement shall constitute waiver of any other provision of this Easement Agreement.

16. **Recording.** The Village may record this Easement Agreement within the public records of Miami-Dade County, Florida.

[Remainder of page intentionally left blank. Signature pages follow.]



IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year as first stated above.

INDIAN CREEK VILLAGE

By: Jennifer Medina
Jennifer Medina, Village Manager

Attest:

By: Mariiane Lima
Mariiane Lima, Village Clerk

WITNESSES

By: [Signature]
Print: Svetlana Bobenko

By: Danna Smith
Print: Danna Smith

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

OWNER

Penguin Estates, LLC

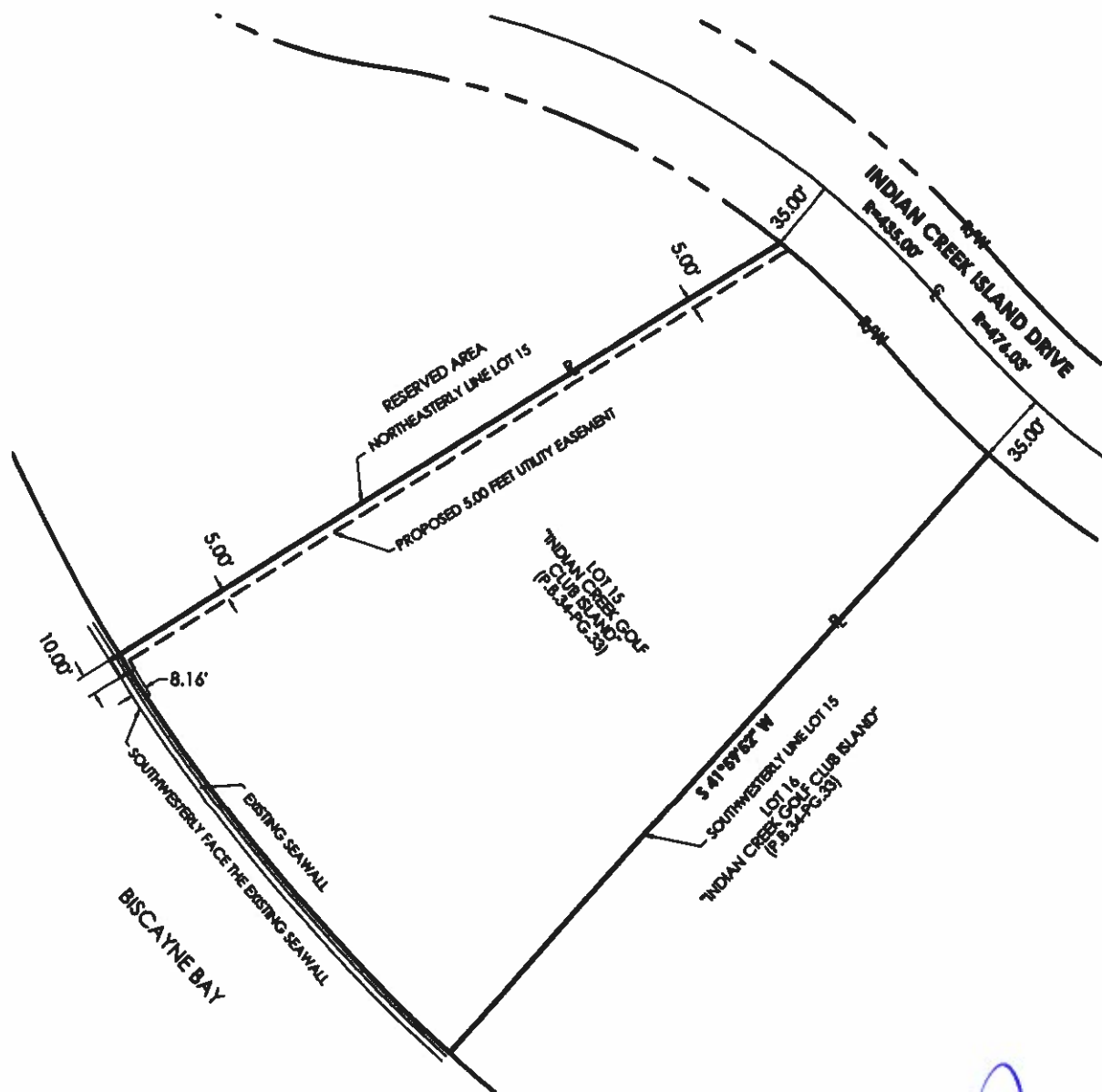
By: [Signature]
Irwin Tauber, Managing Member

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 4th day of June, 2021 by Irwin Tauber as Managing Member of Penguin Estates, LLC on behalf of said company. He is personally known to me or has produced _____ as identification.



[Signature]
Name: Fiorella Salinas
Notary Public, State of Florida
Commission Number: HH101183

EXHIBIT "A"



NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 • PHONE:(305)463-0912 • FAX:(305)513-5680 • WWW.LONGITUDESURVEYORS.COM
L\21100.001 Indian Creek Island Road \ Utility Easement\dwg\Sketch of Accompany Legal Description JOB No. 21100.001 PAGE 1 OF 3

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR UTILITY EASEMENT**

EXHIBIT "A"

LEGAL DESCRIPTION:

All of that portion of Lot 15 of "INDIAN CREEK GOLF CLUB ISLAND", according to the plat thereof, as recorded in Plat Book 34, Page 33 of the Public Records of Miami-Dade County, Florida; bounded Southwesterly by the face of the Existing Seawall, bounded Northeasterly by a line 8.16 feet Northeasterly of, and parallel with said face of the Existing Seawall; bounded Northwesterly by the Northwest Line of said Lot 15; and bounded Southeasterly by the Southeast Line of said Lot 15.

TOGETHER WITH:

The Southeast 5.00 feet of said Lot 15, lying to the Northeast of the aforesaid line being 8.16 feet Northeasterly of, and parallel with the face of the Existing Seawall.

Containing 2,009 square feet, more or less, by calculations.



NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 • PHONE: (305) 463-0912 • FAX: (305) 513-5680 • WWW.LONGITUDESURVEYORS.COM
L:\21100.001 Indian Creek Island Road \dwg\Sketch and Legal\Lot 15

JOB No. JOB No. 21100.001 PAGE 2 OF 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR UTILITY EASEMENT

EXHIBIT "A"



SURVEYOR'S NOTES:

This is not a Boundary Survey. This is a Sketch and Legal Description for a Utility Easement.

The Legal Description of the Subject Parcel was generated according to the Sketch sent by the client.

Bearings and Coordinates are relative to the State Plane Coordinate System, Florida East Zone (0901), North American Datum (N.A.D.) of 1983, adjustment of 2011 (NAD 83 / 2011); with a Bearing of S 41°59'42" W being established for the Southwesterly Line of Lot 15 Plat of "INDIAN CREEK GOLF CLUB ISLAND" according to the Plat thereof as recorded in Plat Book 34 at Page 33 of the Public Records of Miami-Dade County, Florida; said line to be considered a well established and monumented line.

DATA SOURCE USED FOR THE PREPARATION OF THIS DOCUMENT:

1. Warranty Deed recorded in Official Records Book 21934, Page 3549, Miami-Dade County, Florida.
2. Plat of "INDIAN CREEK GOLF CLUB ISLAND" according to the Plat thereof as recorded in Plat Book 34 at Page 33 of the Public Records of Miami-Dade County, Florida.
3. Plans provided by INTEGRATED SECURITY SYSTEM, Inc. dated 03-05-21

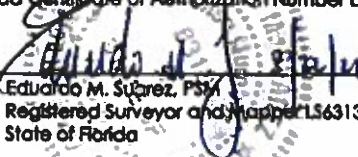
LIMITATIONS:

Since no other information were furnished other than what is cited above, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this document that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to Accompany Legal Description" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.053 of the Florida Administrative Code and its implementing law, Chapter 472.022 of the Florida Statutes.

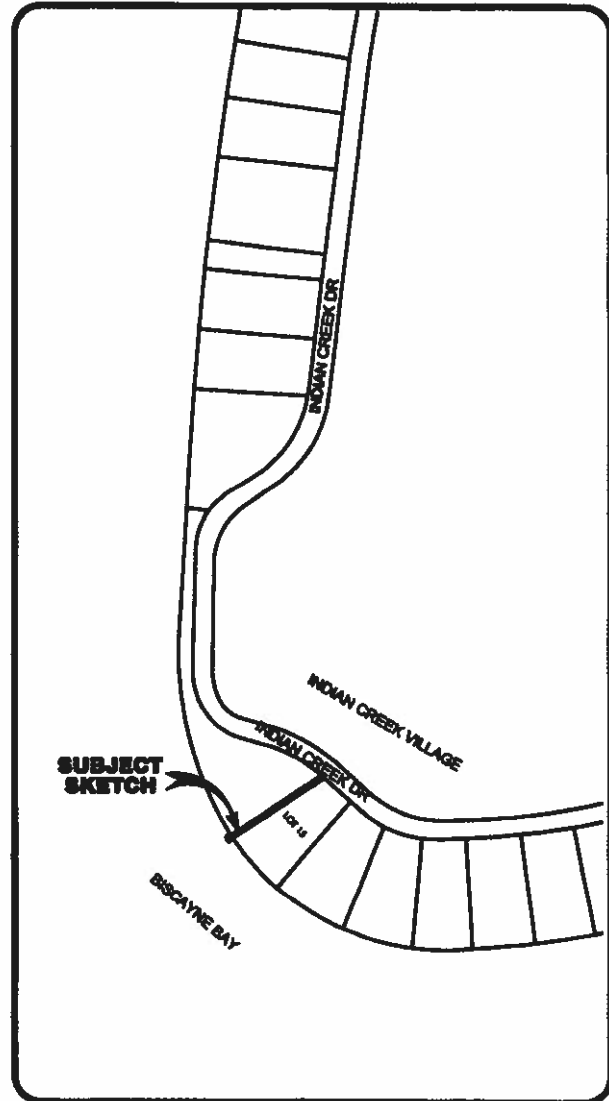
LONGITUDE SURVEYORS LLC, a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

By:  Date: 8/2/21
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

NOTICE:

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

NOTICE: This document is not valid, full and complete without all pages.



LOCATION MAP
(NOT TO SCALE)

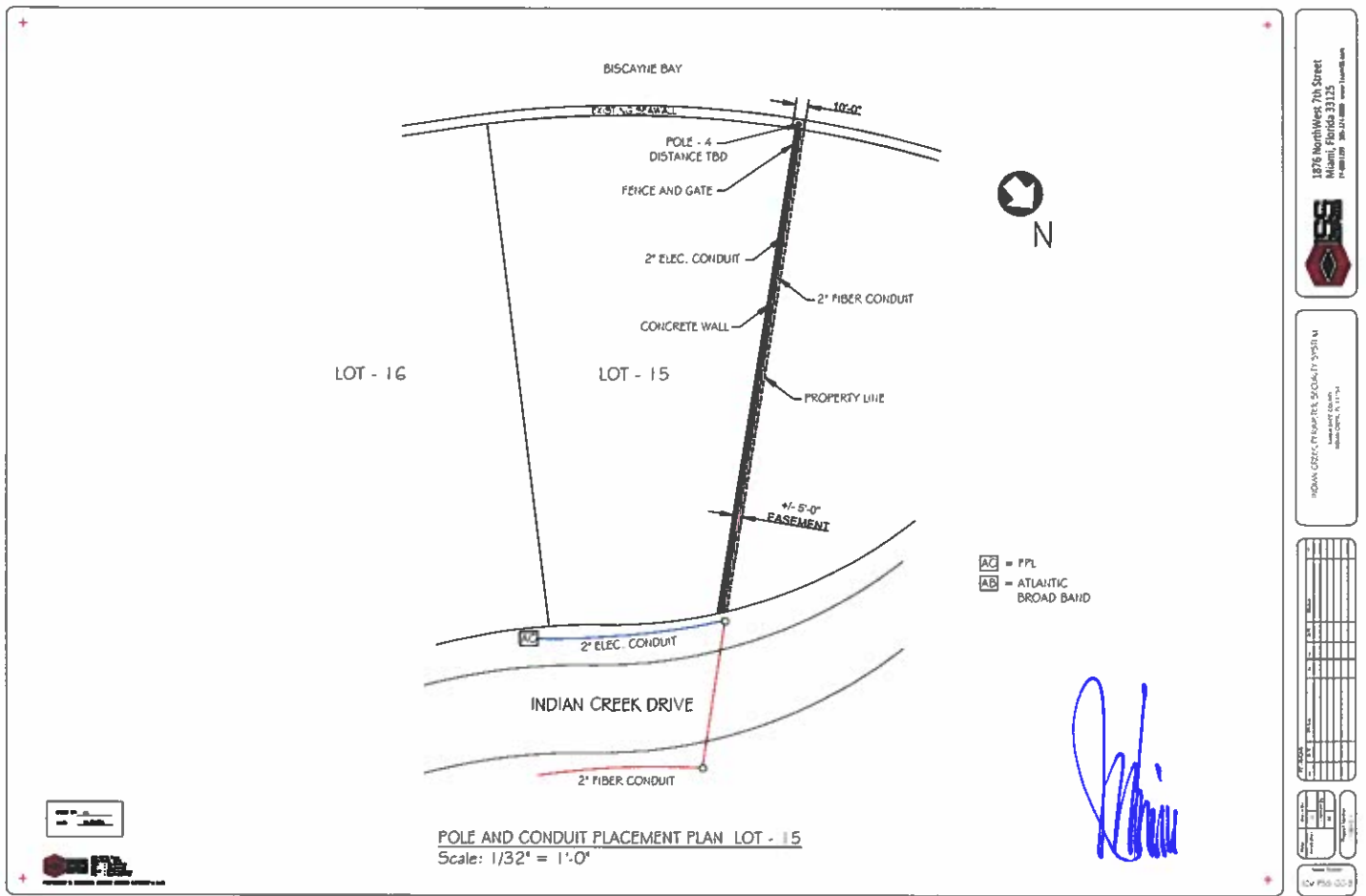
THIS IS NOT A SURVEY

LONGITUDE SURVEYORS

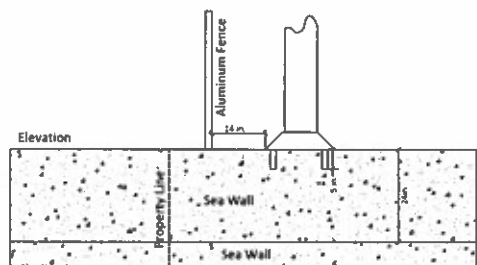
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM
L:\21100.0.01 Indian Creek Island Road \ Utility Easement\deg\Sketch of Accompany Legal Description

JOB No. 21100.0.01 PAGE 3 OF 3

Composite Exhibit "B"

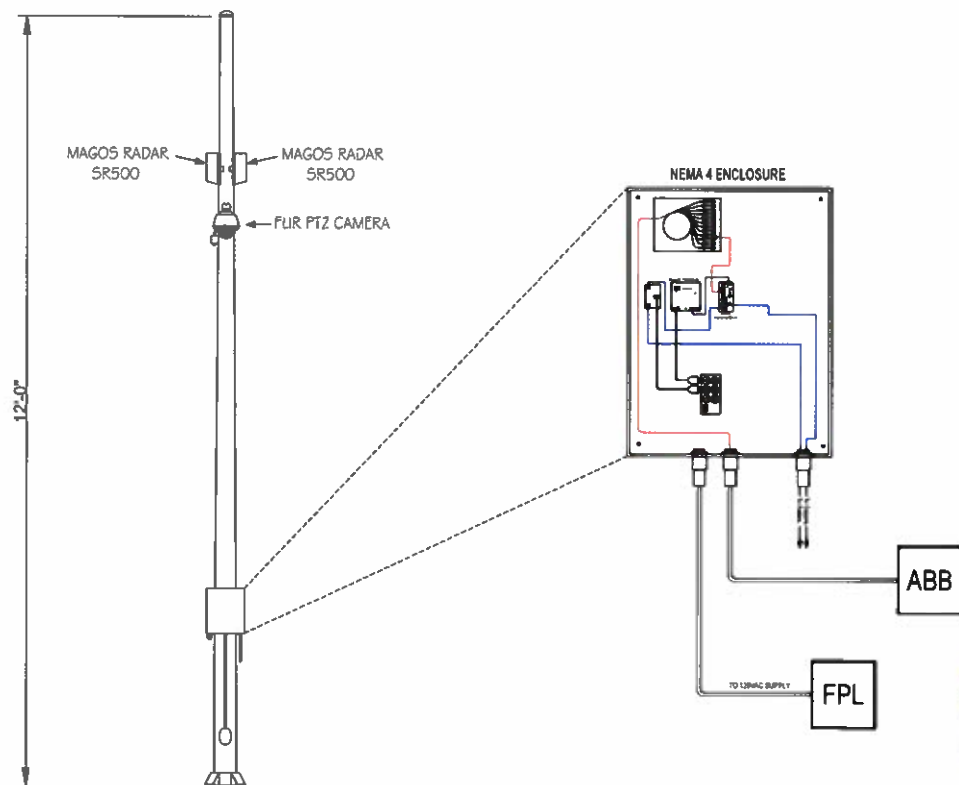


Composite Exhibit "B"



Wain

Composite Exhibit "B"



POLE DETAIL - LOT 15
Scale: N.T.S.

Winn

1876 NorthWest 7th Street
Miami, Florida 33125
(3 05) 325-1200 205 324 8888 www.foxmoss.com

INDIAN CIGARETTES EXPORTS TO THE U.S. BY COUNTRY OF ORIGIN

[illegible]

Page No. _____
 Date: ____/____/____

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Stephen J. Helfman, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

**LIMITED EASEMENT AGREEMENT
FOR SECURITY EQUIPMENT**

This is a Limited Easement Agreement For Security Equipment (this "Easement Agreement") made as of this 9th day of July 2021, between Gordon J. Weiss, Trustee, the owner (the "Owner") of the property located at 22 Indian Creek Island Road (the "Property") and Indian Creek Village, Florida, a municipal corporation (the "Village").

RECITALS

1. The Village intends to enhance its public safety program with the installation and operation of an integrated electronic security system (the "Security System") along the perimeter of the approximately 400-acre island within the boundaries of the Village (the "Island").

2. The Security System uses detection equipment including cameras, lasers and other imaging technology (the "Detection Equipment"), which identifies unwanted intruders attempting to enter the Island from the surrounding waters. The Security System is designed to transmit data/images through a fiber optic network to the Village Public Safety Department where trained personnel will be alerted to suspicious activity.

3. The Detection Equipment is to be mounted on low-scale metal poles (the "Poles" and individually the "Pole") strategically located at various locations along the perimeter of the Island, including on existing seawalls at several individually owned residential lots. The Owner's Property is one of the locations where the Village wishes to install one of the Poles to mount and operate certain Detection Equipment.

4. The Village has requested that the Owner grant the Village a limited easement in and through a portion of the Property to: i) allow the Village to install a Pole at the Owner's seawall; ii) mount Detection Equipment on the Pole; and iii) install underground electrical and fiber optic transmission lines from Indian Creek Island Road to the seawall. The Owner wishes to accommodate the Village in granting a limited easement to the Village for these purposes.

TERMS

1. **Recitals.** The Recitals are true and correct and incorporated into this Easement Agreement.

2. **Grant of Easement.** Subject to the limitations set forth in this Easement Agreement, the Owner hereby grants to the Village a perpetual easement in and to the areas shown and legally described on Exhibit "A" to this Easement Agreement (the "Easement"). The area within the boundaries consists of approximately 2009 square feet, and is referred to herein as the "Easement Area".

2.1 **Purpose.** The Easement granted herein is solely and exclusively for the limited purpose of installing, maintaining, repairing, replacing, reconstructing and otherwise operating the Detection Equipment from a Pole all as shown described on Composite Exhibit "B" to this Easement Agreement. The Easement is also granted to the Village for the purpose of installing, maintaining, repairing, replacing and using electrical and fiber optic lines (the "Transmission Lines") through conduit running from the Detection Equipment to a larger electrical and fiber optic transmission network in Indian Creek Island Road. The location and description of Transmission Lines within the Easement Area is also shown and described on Composite Exhibit "B".

2.2 **Property Access.** In order to access the Easement Area, the Village requires access from time to time into the Property. The Owner agrees to grant the Village a limited license to access the Property for the sole purpose of working within the Easement Area and only after a minimum of twenty four (24) hours' notice to the Owner (except during an emergency) and only when accompanied by Village law enforcement personnel. Moreover, after the initial installation, the Village agrees it will only utilize this access license when it is infeasible to perform the work from a vessel on the waterside of the Property.

2.3 **Limitation on Use of Detection Equipment.** The Detection Equipment shall at all times be used and operated only by the Village Public Safety Department personnel. The Detection Equipment shall not under any circumstance be operated in any manner which would violate the privacy of the Owner or any occupant nor allow any person to capture, monitor or otherwise view the Owner's Property or any occupant of the Property, except when the Village has identified an intruder, in which event the Village may track that person(s) within the Property for the sole purpose of detainment and/or arrest for trespass or other illegal activity. The Detection Equipment will not under any circumstances be accessible to any Village resident nor shall any images be reviewed by anyone other than law enforcement personnel for law enforcement purposes.

2.4 **Non-Exclusive.** In granting the Easement, the Owner reserves its absolute and unlimited right to use the Easement Area for all legally permissible purposes so long as it does not interfere with the Village's rights granted in this Easement Agreement.

2.5 **Maintenance of Equipment and Easement.** The Village shall at all times maintain the Detection Equipment, the Pole and Transmission Lines in good working order, including, but not limited to the exterior condition, which shall not at any time show excess wear and tear. Moreover, the Village agrees that at all times the integrity of the seawall where the Pole is installed shall be maintained in a condition no less sound than it was at the time of the execution

of this Easement Agreement and further agrees to make any needed improvements to the seawall to allow for proper installation of the Pole and Detection Equipment.

2.6 **Restoration of Easement Area.** To the extent that the Village damages or in any other manner alters the condition of any part of the Property (including landscaping) during any of its work, the Village shall immediately, at its own cost, repair and restore the area to at least the same condition as it existed prior to the work by the Village. This obligation includes areas both within the Easement Area and outside of the Easement Area, as well as the seawall shown on Composite Exhibit "B".

3. **Insurance.** The Village will at all times during the term of this Easement Agreement maintain liability insurance with limits of up to \$5,000,000 to cover injury to persons or damage to property caused by the acts of the Village, its agents, employees, and/or vendors.

4. **Indemnity.** Subject to the limits of Chapter 768, Fla. Stat., the Village agrees to fully indemnify and defend the Owner from and against any claims, losses or damages caused to the Owner by the acts of any of the Village employees, vendors or agents acting under the rights and privileges granted to the Village under this Easement Agreement.

5. **Term.** This Easement Agreement and the Easement granted herein shall be perpetual in length for so long as the Village operates the Security System; however, this Easement Agreement may be terminated by the Owner in the event of an uncured breach of this Easement Agreement by the Village.

6. **Breach and Cure.** Should the Village violate any of its obligations under this Easement Agreement, the Village shall immediately take all action necessary to remedy the violation within a commercially reasonable time but not less than forty eight (48) hours from receipt of notice from the Owner of the violation. If the time reasonably necessary to cure the violation is longer than the forty eight (48) hours provided for herein, the Village shall be granted the additional time needed to remedy the violation so long as the Village commences the work within the initial forty eight (48) hours and diligently continues the curative work through completion.

7. **Licensed Contractors.** The Village agrees that in performing work, the Village will engage only licensed and insured contractors with experience in the installation of security and communications equipment. The Village shall also require that the contractor(s) cause the Owner to be named as an additional insured under the liability insurance policy(ies) maintained by the contractor(s).

8. **Binding Effect.** This Easement Agreement shall be binding upon and run to the benefit of all successors and/or assigns, including in particular any purchaser or transferee from the Owner.

9. **Notices.** Any notices required by this Easement Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service,

addressed to the parties (or their successors) at the addresses listed below or such other address as the party or its successor may have designated by proper notice.

OWNER: Gordon J. Weiss, Trustee
614 Corporate Way, Suite 3M
Valley Cottage, NY 10989

With a copy to: Adrianna Lima
22 Indian Creek Island Road
Indian Creek Village, Florida 33154

VILLAGE: Village Manager
Indian Creek Village
9080 Bay Drive
Indian Creek, FL 33154
Email: jmedina@icvps.org
Telephone: 305-865-4121
Facsimile: 305-865-2502

With a copy to: Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Stephen J. Helfman, Esq.
Indian Creek Village Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
Email: shelfman@wsh-law.com
Telephone: 305-854-0800
Facsimile: 305-854-2323

10. **Compliance with Laws.** The Village shall comply with all applicable federal, state, county and municipal laws, ordinances, resolutions, building codes and governmental rules, regulations and orders, when using and occupying the Easement Area pursuant to this Easement Agreement. The Village shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the Term of this Easement Agreement.

11. **Liens Against the Easement Area.** Village shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Easement Area or any part of the Property by reason of work, labor, services or materials supplied or claimed to have been supplied to Village. If any such lien is at any time filed against any part of the Property, the Village, within thirty (30) days after notice of the filing, will cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Village fails to cause such lien to be discharged within the thirty (30) day period, then, in addition to any other right or remedy in the event of default by Village hereunder, the Owner may, but is not obligated to, discharge such lien either by paying the amount claimed to be due or by procuring the discharge

of such lien by transferring it to a bond. Any amounts paid by the Owner in obtaining the discharge or transfer of any lien, plus all of the Owner's costs and expenses associated with any lien, including attorneys' fees, will be paid by Village to the Owner on demand. Notwithstanding the foregoing, Village shall have the right to contest the correctness or the validity of any such lien if, prior to the expiration of the thirty (30) day period, Village procures and records a bond issued by a corporation authorized to issue surety bonds in Florida. The bond must meet the requirements of local law and must provide for payment of the sum that the claimant may recover on the claim. All persons and entities contracting or otherwise dealing with the Village relative to the Property shall be placed on notice of the provisions of this Section.

12. **Good Faith Cooperation.** The parties acknowledge that this Easement Agreement may, from time to time, require cooperative action by each party to accomplish the purposes of this Easement Agreement. Each party agrees to use its good faith efforts to cooperate with the other in order to effectuate the purpose of this Easement Agreement.

13. **Interpretation.** No ambiguity in any provision of this Easement Agreement shall be construed against a party by reason of the fact that it was drafted by such party or their counsel, it being the agreement of the parties that this Easement Agreement was drafted jointly by the parties.

14. **Authorization.** Each person or entity executing this Easement Agreement represents and warrants that such person or entity is authorized to enter into this Easement Agreement and that this Easement Agreement comprises valid and binding obligations of the respective parties.

15. **Entire Agreement and Modifications.** This Easement Agreement contains the complete exclusive and entire agreement between the Owner and Village regarding use of the Easement Area, and supersedes any and all prior oral and written agreements between the Owner and Village regarding such matters. This Easement Agreement may be modified only by an agreement in writing signed by both the Owner and Village. No alterations, modifications, supplements, changes, amendments, or waivers of this Easement Agreement shall be valid unless in writing and executed by both the parties. No waiver of any provision of this Easement Agreement shall constitute waiver of any other provision of this Easement Agreement.

16. **Recording.** The Village may record this Easement Agreement within the public records of Miami-Dade County, Florida.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be executed the day and year as first stated above.

INDIAN CREEK VILLAGE

By: Jennifer Medina
Jennifer Medina, Village Manager

Attest:
By: Marilane Lima
Marilane Lima, Village Clerk

WITNESSES

By: Susanne Shaw
Print: Susanne Shaw

By: _____
Print: _____

STATE OF NEW YORK)
) SS:
COUNTY OF ROCKLAND)

OWNER

Gordon J. Weiss, Trustee

By: Gordon J. Weiss
Gordon J. Weiss, Trustee

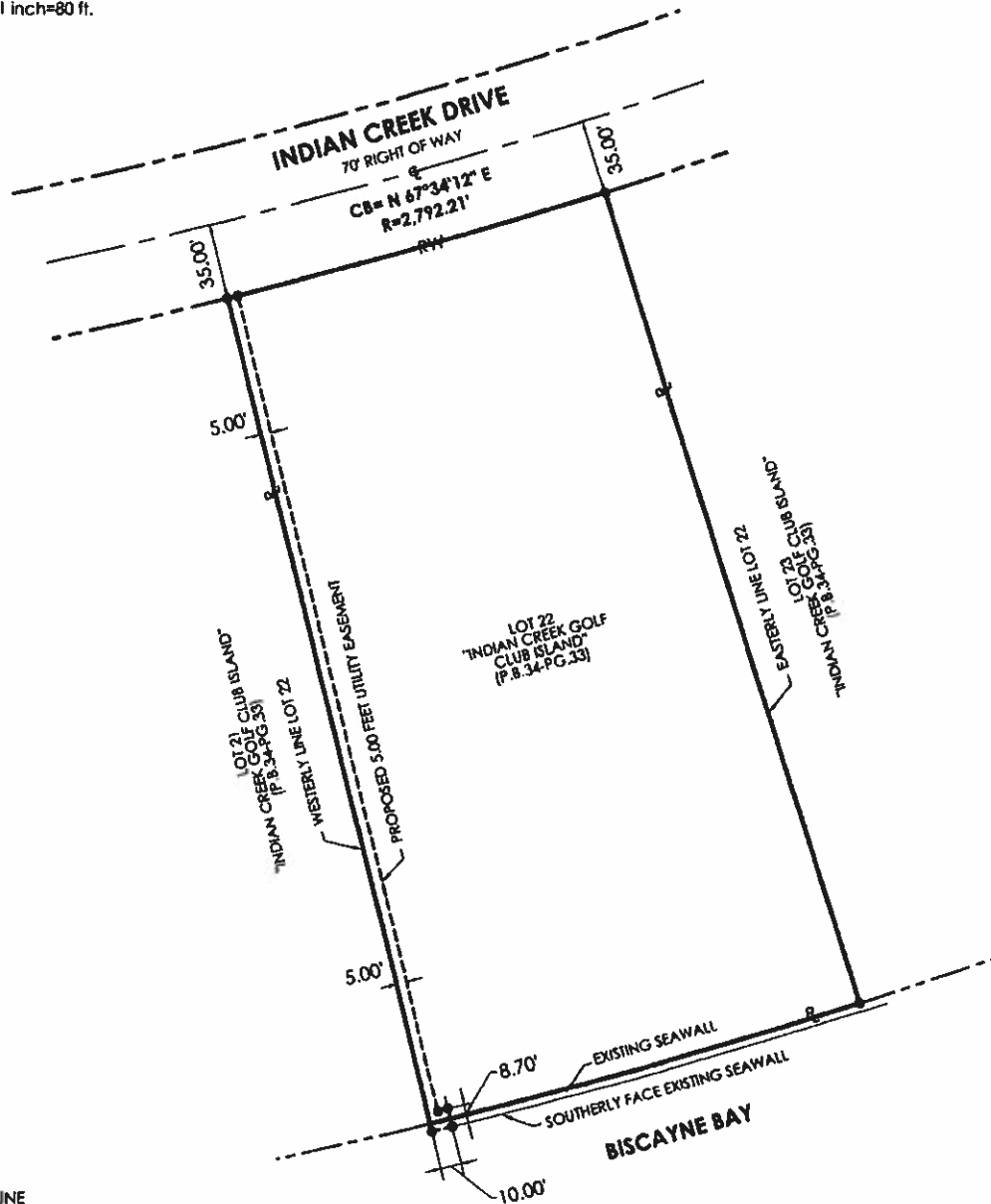
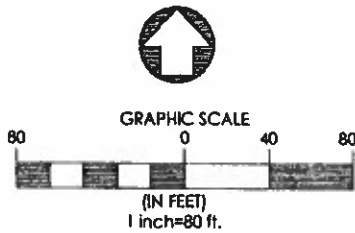
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 9th day of July 2021 by Gordon J. Weiss, Trustee. He is personally known to me or has produced _____ as identification.

Toni J. Speranza
Name: Toni J. Speranza
Notary Public, State of New York
Commission Number: 01SP6226097

TONI J SPERANZA
Notary Public, State of New York
No. 01SP6226097
Qualified in Rockland County
Commission Expires August 02, 2024 22

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR UTILITY EASEMENT

EXHIBIT "A"



LEGEND:

CL = CENTERLINE
P.B. = PLAT BOOK
PG. = PAGE
SEC. = SECTION
R/W = RIGHT-OF-WAY
O.R.B. = OFFICIAL RECORDS BOOK
P = PROPERTY LINE

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

L\21100.001 Indian Creek Island Road \dwg\Sketch and Legal\Lot 22

JOB No. 21100.0.01 PAGE 1 OF 3

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR UTILITY EASEMENT**

EXHIBIT "A"

LEGAL DESCRIPTION:

All of that portion of Lot 22 of "**INDIAN CREEK GOLF CLUB ISLAND**", according to the plat thereof, as recorded in Plat Book 34, Page 33 of the Public Records of Miami-Dade County, Florida; bounded Southerly by the face of the Existing Seawall, bounded Northerly by a line 8.70 feet North of, and parallel with said face of the Existing Seawall; bounded Westerly by the West Line of said Lot 22; and bounded Easterly by the East Line of said Lot 22.

TOGETHER WITH:

The East 5.00 feet of said Lot 22, lying to the North of the aforesaid line being 8.70 feet North of, and parallel with the face of the Existing Seawall.

Containing 2,063 square feet, more or less, by calculations.

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 • PHONE: (305) 463-0912 • FAX: (305) 513-5680 • WWW.LONGITUDESURVEYORS.COM

L\21100.0.01 Indian Creek Island Road \dwg\Sketch and Legal\Lot 22

JOB No. 21100.0.01 PAGE 2 OF 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR UTILITY EASEMENT

EXHIBIT "A"

SURVEYOR'S NOTES:

This is not a Boundary Survey. This is a Sketch and Legal Description for a Utility Easement.

The Legal Description of the Subject Parcel was generated according to the Sketch sent by the client.

Bearings and Coordinates are relative to the State Plane Coordinate System, Florida East Zone (0901), North American Datum (N.A.D.) of 1983, adjustment of 2011 (NAD 83 / 2011); with a Chord Bearing of N 67°34'12" E, R=2,792.91' being established for the centerline of Indian Creek Island Road, said line to be considered a well established and monumented line.

DATA SOURCE USED FOR THE PREPARATION OF THIS DOCUMENT:

1. Warranty Deed recorded in Official Records Book 27145, Page 4578, Miami-Dade County, Florida.
2. Plat of "INDIAN CREEK GOLF CLUB ISLAND" according to the Plat thereof as recorded in Plat Book 34 at Page 33 of the Public Records of Miami-Dade County, Florida.
3. Plans provided by INTEGRATED SECURITY SYSTEM, Inc. dated 03-05-21

LIMITATIONS:

Since no other information were furnished other than what is cited above, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this document that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to Accompany Legal Description" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.053 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS LLC., a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

By: _____ Date: _____

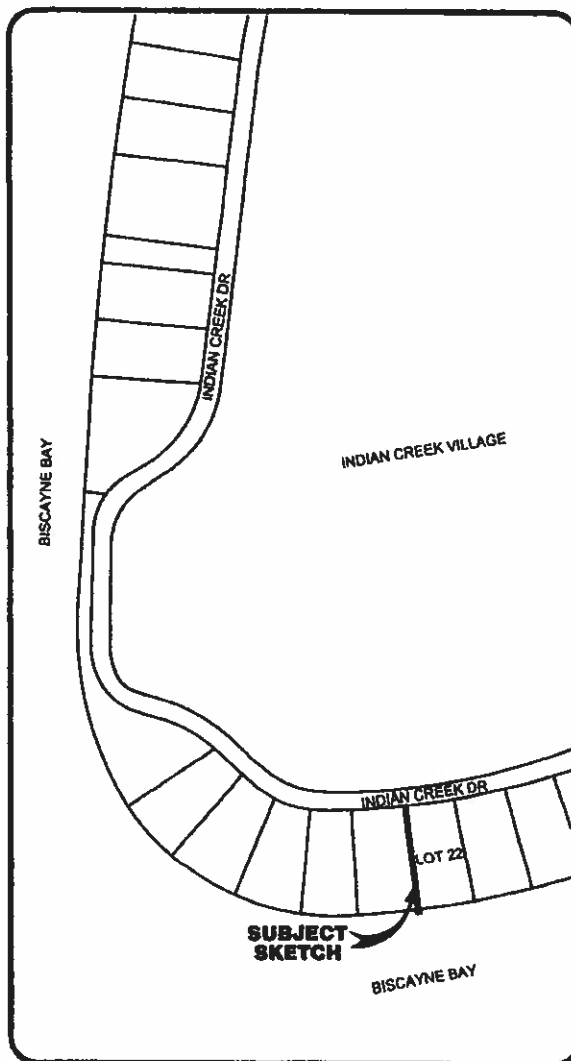
Eduardo M. Suarez, PSM
Registered Surveyor and Mapper LS6313
State of Florida

NOTICE:

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY



LOCATION MAP
(NOT TO SCALE)

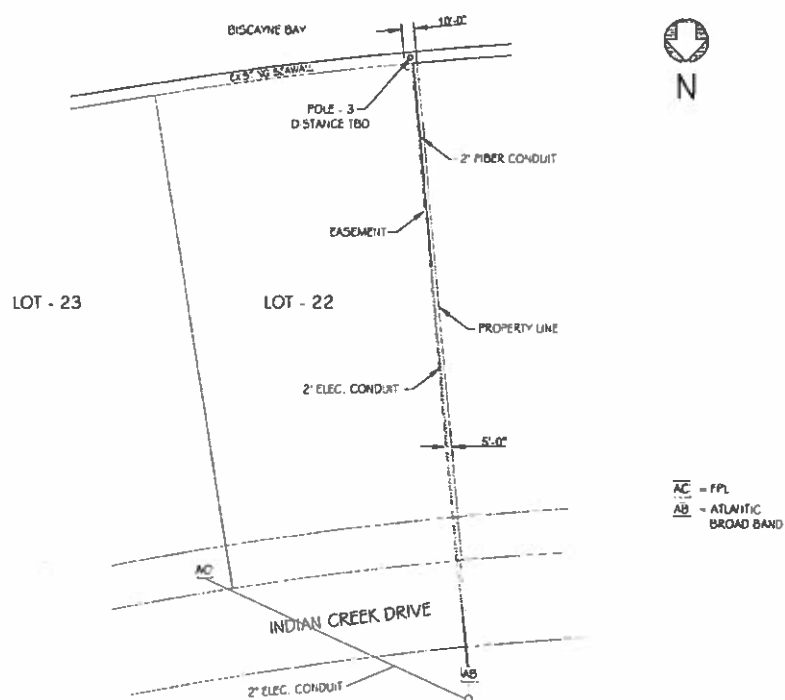
LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 • PHONE: (305) 463-0912 • FAX: (305) 513-5680 • WWW.LONGITUDESURVEYORS.COM

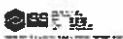
LA21100.001 Indian Creek Island Road \deg\Sketch and Legal\Lot 22

JOB No. 21100.001 PAGE 3 OF 3

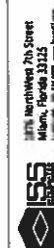
Composite Exhibit "B"



POLE AND CONDUIT PLACEMENT PLAN LOT 22
Scale: 1/32" = 1'-0"

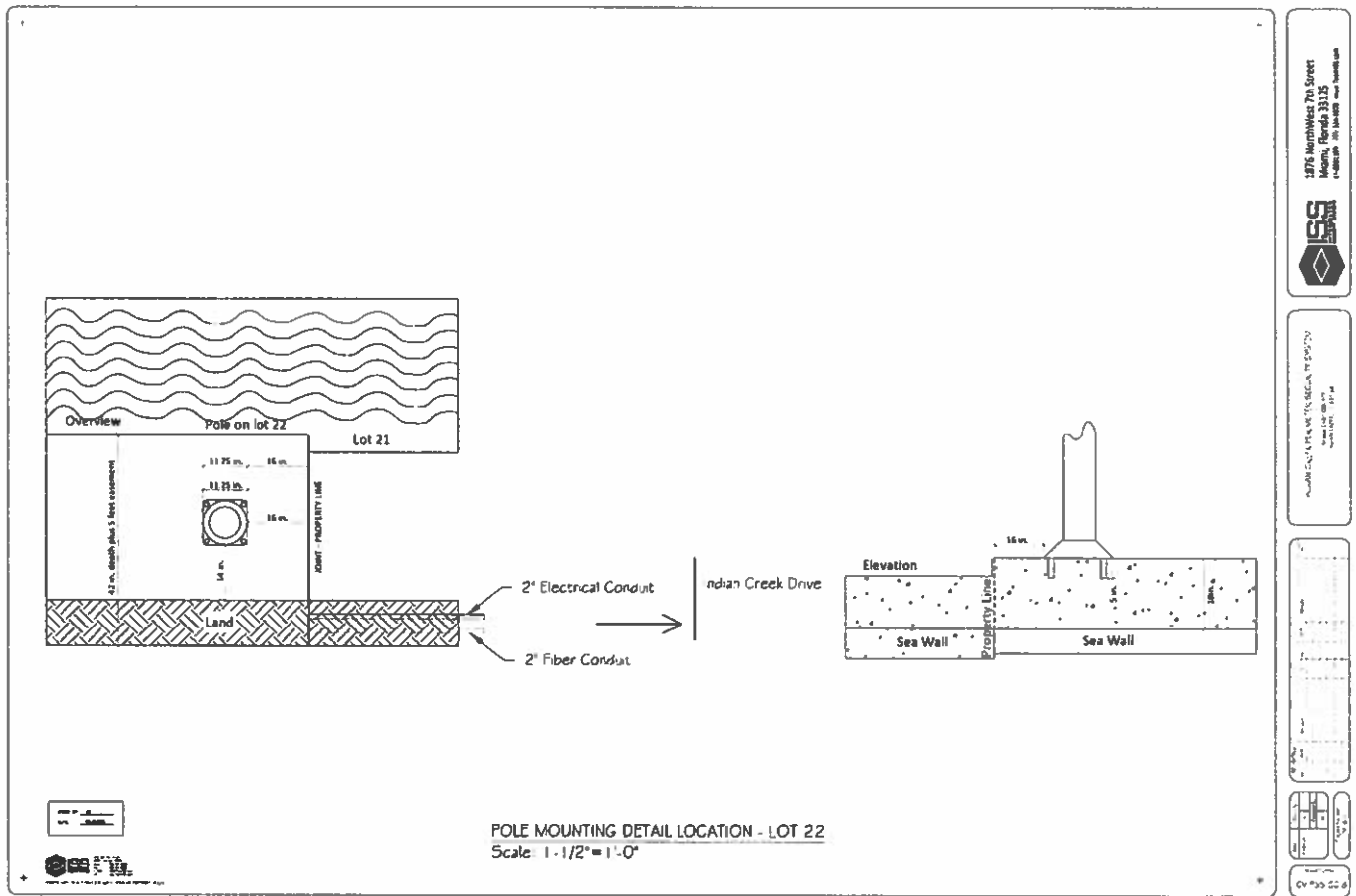


AC = FPL
AB = ATLANTIC
BROAD BAND

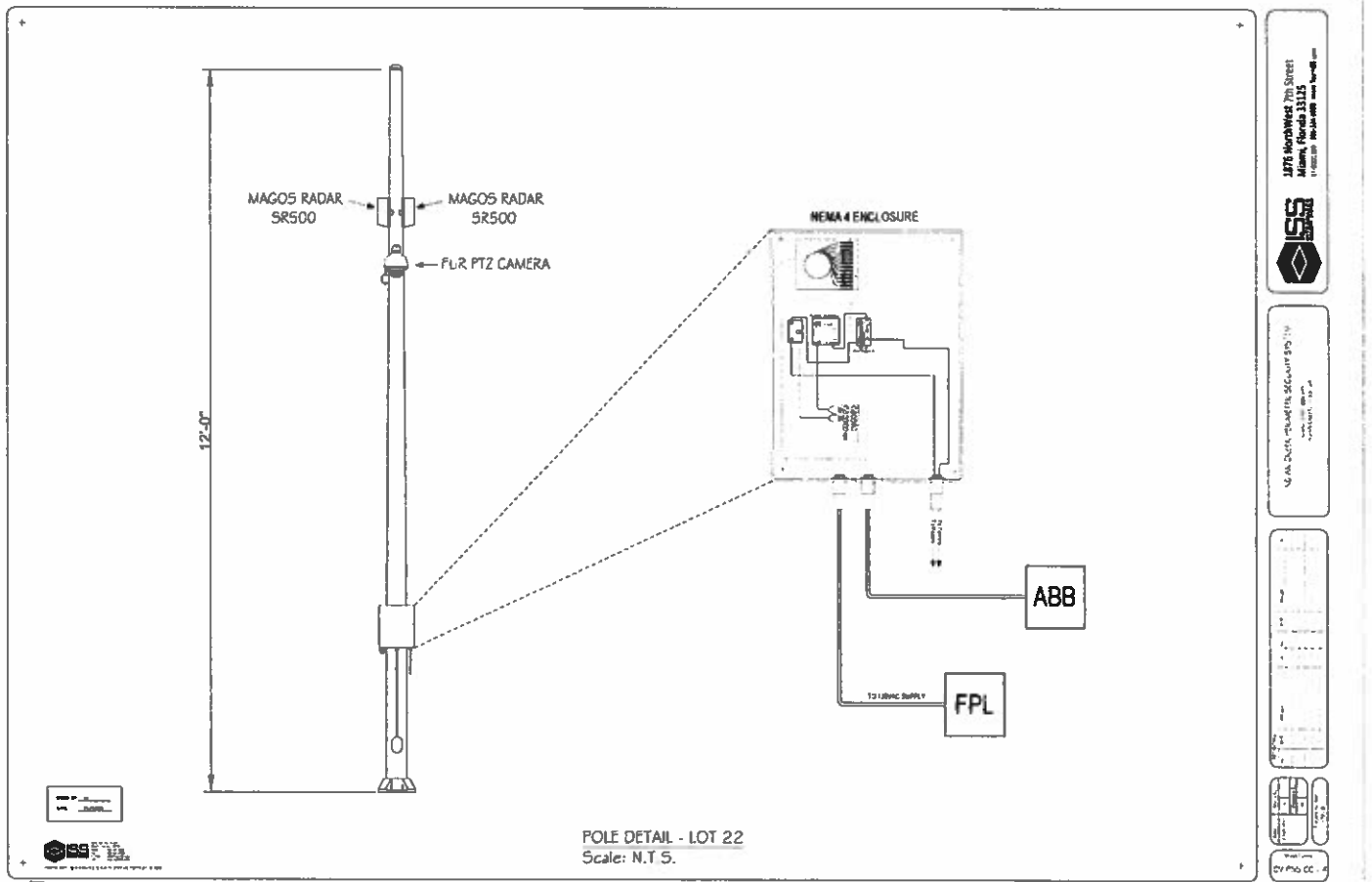


CV 935 CC -

Composite Exhibit "B"




Composite Exhibit "B"



**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Stephen J. Helfman, Esq.
Weiss Serota Helfman
Cole & Bierman, P.L.
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134

**LIMITED EASEMENT AGREEMENT
FOR SECURITY EQUIPMENT**



This is a Limited Easement Agreement For Security Equipment (this "Easement Agreement") made as of this 13th day of May 2021, between Javier J. Holtz and Andria A. Holtz, the owners (the "Owners") of the property located at 28 Indian Creek Island Road (the "Property") and Indian Creek Village, Florida, a municipal corporation (the "Village").

RECITALS

1. The Village intends to enhance its public safety program with the installation and operation of an integrated electronic security system (the "Security System") along the perimeter of the approximately 400-acre island within the boundaries of the Village (the "Island").
2. The Security System uses detection equipment including cameras, lasers and other imaging technology (the "Detection Equipment"), which identifies unwanted intruders attempting to enter the Island from the surrounding waters. The Security System is designed to transmit data/images through a fiber optic network to the Village Public Safety Department where trained personnel will be alerted to suspicious activity.
3. The Detection Equipment is to be mounted on low-scale metal poles (the "Poles" and individually the "Pole") strategically located at various locations along the perimeter of the Island, including on existing seawalls at several individually owned residential lots. The Owners' Property is one of the locations where the Village wishes to install one of the Poles to mount and operate certain Detection Equipment.
4. The Village has requested that the Owners grant the Village a limited easement in and through a portion of the Property to: i) allow the Village to install a Pole at the Owners' seawall; ii) mount Detection Equipment on the Pole; and iii) install underground electrical and fiber optic transmission lines from Indian Creek Island Road to the seawall. The Owners wish to accommodate the Village in granting a limited easement to the Village for these purposes.

TERMS

1. **Recitals.** The Recitals are true and correct and incorporated into this Easement Agreement.

2. **Grant of Easement.** Subject to the limitations set forth in this Easement Agreement, the Owners hereby grant to the Village a perpetual easement in and to the areas shown and legally described on Exhibit "A" to this Easement Agreement (the "Easement"). The area within the boundaries consists of approximately 2,475 square feet, and is referred to herein as the "Easement Area".

2.1 **Purpose.** The Easement granted herein is solely and exclusively for the limited purpose of installing, maintaining, repairing, replacing, reconstructing and otherwise operating the Detection Equipment from a Pole all as shown described on Composite Exhibit "B" to this Easement Agreement. The Easement is also granted to the Village for the purpose of installing, maintaining, repairing, replacing and using electrical and fiber optic lines (the "Transmission Lines") through conduit running from the Detection Equipment to a larger electrical and fiber optic transmission network in Indian Creek Island Road. The location and description of Transmission Lines within the Easement Area is also shown and described on Composite Exhibit "B".

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2.3 **Limitation on Use of Detection Equipment.** The Detection Equipment shall at all times be used and operated only by the Village Public Safety Department personnel. The Detection Equipment shall not under any circumstance be operated in any manner which would violate the privacy of the Owners or any occupant nor allow any person to capture, monitor or otherwise view the Owners' Property or any occupant of the Property, except when the Village has identified an intruder, in which event the Village may track that person(s) within the Property for the sole purpose of detainment and/or arrest for trespass or other illegal activity. The Detection Equipment will not under any circumstances be accessible to any Village resident nor shall any images be reviewed by anyone other than law enforcement personnel for law enforcement purposes.

2.4 **Non-Exclusive.** In granting the Easement, the Owners reserve their absolute and unlimited right to use the Easement Area for all legally permissible purposes so long as it does not interfere with the Village's rights granted in this Easement Agreement.

2.5 **Maintenance of Equipment and Easement.** The Village shall at all times maintain the Detection Equipment, the Pole and Transmission Lines in good working order,

including, but not limited to the exterior condition, which shall not at any time show excess wear and tear. Moreover, the Village agrees that at all times the integrity of the seawall where the Pole is installed shall be maintained in a condition no less sound than it was at the time of the execution of this Easement Agreement and further agrees to make any needed improvements to the seawall to allow for proper installation of the Pole and Detection Equipment.

2.6 **Restoration of Easement Area.** To the extent that the Village damages or in any other manner alters the condition of any part of the Property (including landscaping) during any of its work, the Village shall immediately, at its own cost, repair and restore the area to at least the same condition as it existed prior to the work by the Village. This obligation includes areas both within the Easement Area and outside of the Easement Area, as well as the seawall shown on Composite Exhibit "B".

3. **Insurance.** The Village will at all times during the term of this Easement Agreement maintain liability insurance with limits of up to \$5,000,000 to cover injury to persons or damage to property caused by the acts of the Village, its agents, employees, and/or vendors.

4. **Indemnity.** Subject to the limits of Chapter 768, Fla. Stat., the Village agrees to fully indemnify and defend the Owners from and against any claims, losses or damages caused to the Owners by the acts of any of the Village employees, vendors or agents acting under the rights and privileges granted to the Village under this Easement Agreement.

5. **Term.** This Easement Agreement and the Easement granted herein shall be perpetual in length for so long as the Village operates the Security System; however, this Easement Agreement may be terminated by the Owners in the event of an uncured breach of this Easement Agreement by the Village.

6. **Breach and Cure.** Should the Village violate any of its obligations under this Easement Agreement, the Village shall immediately take all action necessary to remedy the violation within a commercially reasonable time but not less than forty eight (48) hours from receipt of notice from the Owners of the violation. If the time reasonably necessary to cure the violation is longer than the forty eight (48) hours provided for herein, the Village shall be granted the additional time needed to remedy the violation so long as the Village commences the work within the initial forty eight (48) hours and diligently continues the curative work through completion.

7. **Licensed Contractors.** The Village agrees that in performing work, the Village will engage only licensed and insured contractors with experience in the installation of security and communications equipment. The Village shall also require that the contractor(s) cause the Owners to be named as an additional insured under the liability insurance policy(ies) maintained by the contractor(s).

8. **Binding Effect.** This Easement Agreement shall be binding upon and run to the benefit of all successors and/or assigns, including in particular any purchaser or transferee from the Owners.

9. **Notices.** Any notices required by this Easement Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed below or such other address as the party or its successor may have designated by proper notice.

OWNER: Javier J. Holtz & Andria A. Holtz
28 Indian Creek Island Road
Indian Creek, Florida 33154

VILLAGE: Village Manager
Indian Creek Village
9080 Bay Drive
Indian Creek, FL 33154
Email: jmedina@icvps.org
Telephone: 305-865-4121
Facsimile: 305-865-2502

With a copy to: Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Stephen J. Helfman, Esq.
Indian Creek Village Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
Email: shelfman@wsh-law.com
Telephone: 305-854-0800
Facsimile: 305-854-2323

10. **Compliance with Laws.** The Village shall comply with all applicable federal, state, county and municipal laws, ordinances, resolutions, building codes and governmental rules, regulations and orders, when using and occupying the Easement Area pursuant to this Easement Agreement. The Village shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the Term of this Easement Agreement.

11. **Liens Against the Easement Area.** Village shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Easement Area or any part of the Property by reason of work, labor, services or materials supplied or claimed to have been supplied to Village. If any such lien is at any time filed against any part of the Property, the Village, within thirty (30) days after notice of the filing, will cause such lien to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Village fails to cause such lien to be discharged within the thirty (30) day period, then, in addition to any other right or remedy in the event of default by Village hereunder, the Owner may, but is not obligated to, discharge such lien either by paying the amount claimed to be due or by procuring the discharge of such lien by transferring it to a bond. Any amounts paid by the Owner in obtaining the discharge

or transfer of any lien, plus all of the Owner's costs and expenses associated with any lien, including attorneys' fees, will be paid by Village to the Owner on demand. Notwithstanding the foregoing, Village shall have the right to contest the correctness or the validity of any such lien if, prior to the expiration of the thirty (30) day period, Village procures and records a bond issued by a corporation authorized to issue surety bonds in Florida. The bond must meet the requirements of local law and must provide for payment of the sum that the claimant may recover on the claim. All persons and entities contracting or otherwise dealing with the Village relative to the Property shall be placed on notice of the provisions of this Section.

12. **Good Faith Cooperation.** The parties acknowledge that this Easement Agreement may, from time to time, require cooperative action by each party to accomplish the purposes of this Easement Agreement. Each party agrees to use its good faith efforts to cooperate with the other in order to effectuate the purpose of this Easement Agreement.

13. **Interpretation.** No ambiguity in any provision of this Easement Agreement shall be construed against a party by reason of the fact that it was drafted by such party or their counsel, it being the agreement of the parties that this Easement Agreement was drafted jointly by the parties.

14. **Authorization.** Each person or entity executing this Easement Agreement represents and warrants that such person or entity is authorized to enter into this Easement Agreement and that this Easement Agreement comprises valid and binding obligations of the respective parties.

15. **Entire Agreement and Modifications.** This Easement Agreement contains the complete exclusive and entire agreement between the Owner and Village regarding use of the Easement Area, and supersedes any and all prior oral and written agreements between the Owner and Village regarding such matters. This Easement Agreement may be modified only by an agreement in writing signed by both the Owner and Village. No alterations, modifications, supplements, changes, amendments, or waivers of this Easement Agreement shall be valid unless in writing and executed by both the parties. No waiver of any provision of this Easement Agreement shall constitute waiver of any other provision of this Easement Agreement.

16. **Recording.** The Village may record this Easement Agreement within the public records of Miami-Dade County, Florida.

[Remainder of page intentionally left blank. Signature pages follow.]

WITNESSES

By: [Signature]
Print: Jennifer Medina

By: [Signature]
Print: Conke Mahen

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

OWNER

Andria A. Holtz

By: [Signature]
Andria A. Holtz

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 01st day of May 2021 by Andria A. Holtz. She is personally known to me or has produced June as identification.

Name: Marilane Rhine
Notary Public, State of Florida
Commission Number 266812


SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR UTILITY EASEMENT

EXHIBIT "A"

SURVEYOR'S NOTES:

This is not a Boundary Survey. This is a Sketch and Legal Description for a Utility Easement.

The Legal Description of the Subject Parcel was generated according to the Sketch sent by the client.

Bearings and Coordinates are relative to the State Plane Coordinate System, Florida East Zone (0901), North American Datum (N.A.D.) of 1983, adjustment of 2011 (NAD 83 / 2011); with a Chord Bearing of N 67°34'12" E, R=2,792.91' being established for the centerline of Indian Creek Island Road, said line to be considered a well established and monumented line.

DATA SOURCE USED FOR THE PREPARATION OF THIS DOCUMENT:

1. Warranty Deed recorded in Official Records Book 19813, Page 1049, Miami-Dade County, Florida.
2. Plat of "INDIAN CREEK GOLF CLUB ISLAND" according to the Plat thereof as recorded in Plat Book 34 at Page 33 of the Public Records of Miami-Dade County, Florida.
3. Plans provided by INTEGRATED SECURITY SYSTEM, Inc. dated 03-05-21

LIMITATIONS:

Since no other information was furnished other than what is cited above, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this document that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description" and the Survey Map resulting therefrom was performed under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to Accompany Legal Description" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.053 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS, LLC, a Florida Limited Liability Company
Florida Certificate of Authorization Number LB7335

By: _____

Edgardo M. Suarez, RSM
Registered Surveyor and Mapper LS6313
State of Florida

Date: _____

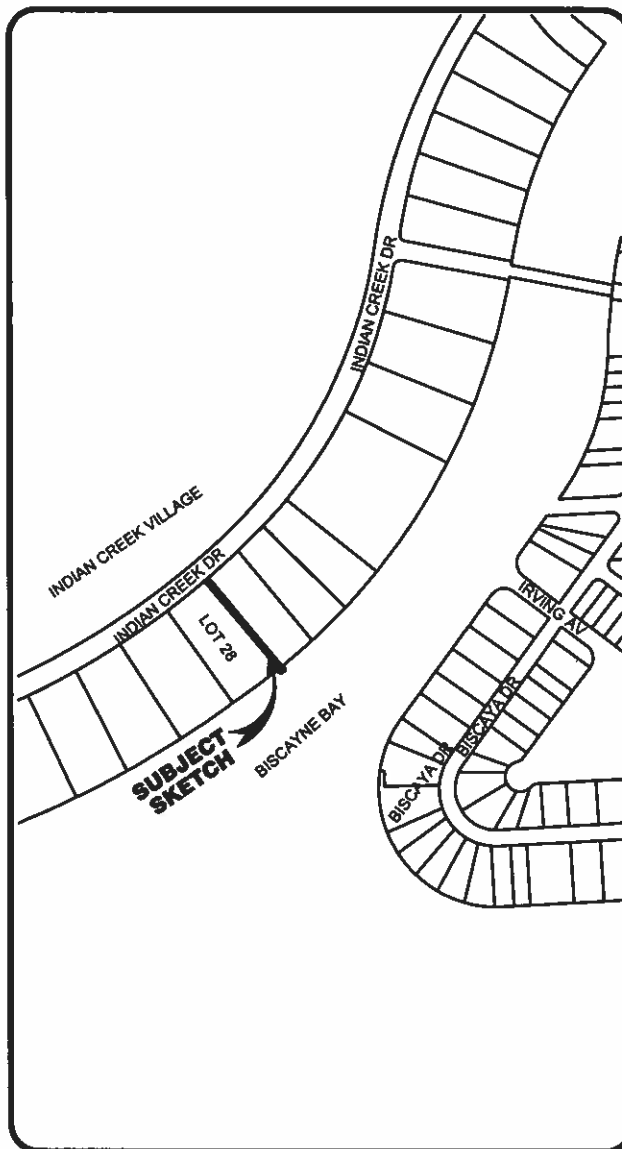
3/24/21

NOTICE:

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps by other than the signing party are prohibited without the written consent of the signing party.

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY



LOCATION MAP
(NOT TO SCALE)

LONGITUDE SURVEYORS

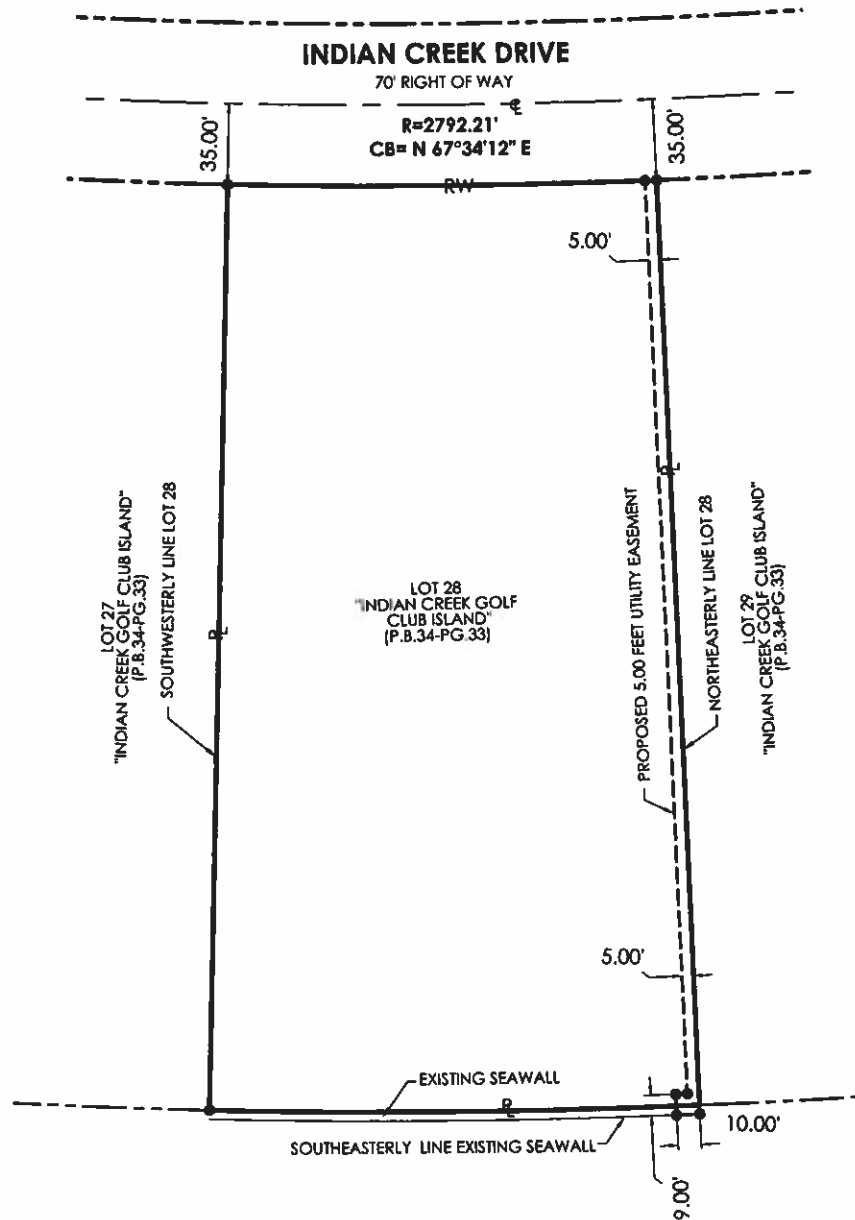
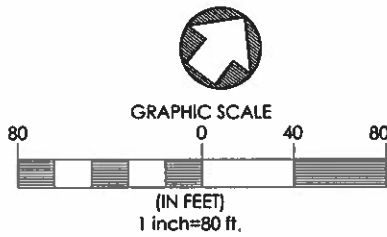
7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

L:\21100.01 Indian Creek Island Road \dwg\Sketch and Legal\Lot 28

JOB No. 21100.0.01 PAGE 3 OF 3

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR UTILITY EASEMENT

EXHIBIT "A"



LEGEND:

C = CENTERLINE
 P.B. = PLAT BOOK
 PG. = PAGE
 SEC. = SECTION
 R/W = RIGHT-OF-WAY
 O.R.B. = OFFICIAL RECORDS BOOK
 P = PROPERTY LINE

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

LONGITUDE SURVEYORS

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

L:\21100.01 Indian Creek Island Road \dwg\Sketch and Legal\Lot 28

JOB No. 21100.0.01 PAGE 1 OF 3

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR UTILITY EASEMENT**

EXHIBIT "A"

LEGAL DESCRIPTION:

All of that portion of Lot 28 of "**INDIAN CREEK GOLF CLUB ISLAND**", according to the plat thereof, as recorded in Plat Book 34, Page 33 of the Public Records of Miami-Dade County, Florida; bounded Southeasterly by the face of the Existing Seawall, bounded Northwesterly by a line 9.00 feet Northwesterly of, and parallel with said face of the Existing Seawall; bounded Northeasterly by the Northeast Line of said Lot 28; and bounded Southwesterly by the Southwest Line of said Lot 28.

TOGETHER WITH:

The Northeast 5.00 feet of said Lot 28, lying to the Northwest of the aforesaid line being 9.00 feet Northwesterly of, and parallel with the face of the Existing Seawall.

Containing 2,064 square feet, more or less, by calculations.

NOTICE: This document is not valid, full and complete without all pages.

THIS IS NOT A SURVEY

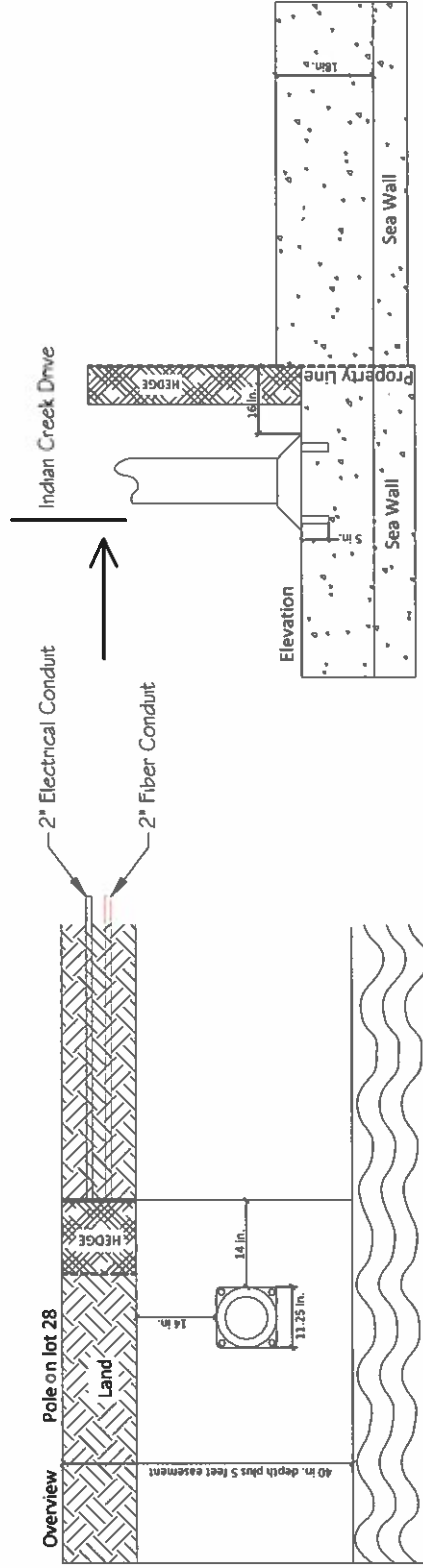
LONGITUDE S U R V E Y O R S

7769 NW 48TH STREET, SUITE 375, DORAL, FLORIDA 33166 * PHONE:(305)463-0912 * FAX:(305)513-5680 * WWW.LONGITUDESURVEYORS.COM

L:\21100.001 Indian Creek Island Road \dwg\Sketch and Legal\Lot 28

JOB No. 21100.0.01 PAGE 2 OF 3

Composite Exhibit "B"



POLE MOUNTING DETAIL LOCATION - LOT 28
Scale: 1 - 1/2" = 1' - 0"

1876 Northwest 7th Street
Miami, Florida 33125
Tel: 305.444.1111 www.1876.com



INDIAN CREEK RESURFACING SECURITY SYSTEM
MIAMI-DADE COUNTY
4000 S.W. 11th St., Suite 100
Miami, FL 33134

DATE	BY	REVISION
01/11/11	1876	1876

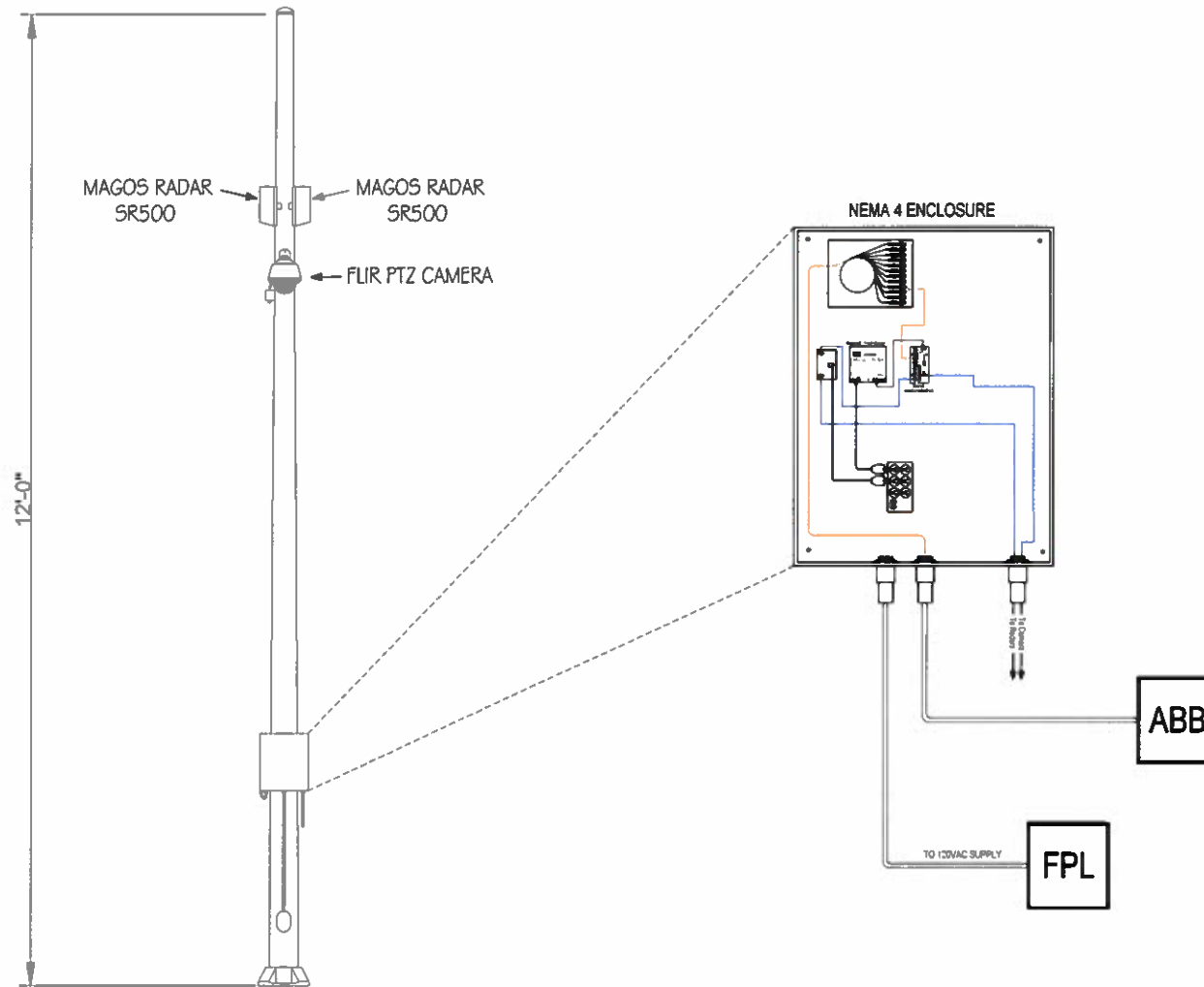
DATE	BY	REVISION
01/11/11	1876	1876

DATE: 01/11/11
BY: 1876



1876

Composite Exhibit "B"



POLE DETAIL - LOT 28
Scale: N.T.S.



1876 NorthWest 7th Street
Miami, Florida 33125
313-334-8800 www.1876.com



INDIAN CREEK PERIMETER SECURITY SYSTEM
13400 SW 13th Avenue, Suite 104
Miami, FL 33156

Rev	Description	Date	By	App'd
1	Initial	10/1/10	J. Smith	J. Smith
2	Revised	10/1/10	J. Smith	J. Smith
3	Revised	10/1/10	J. Smith	J. Smith
4	Revised	10/1/10	J. Smith	J. Smith
5	Revised	10/1/10	J. Smith	J. Smith
6	Revised	10/1/10	J. Smith	J. Smith
7	Revised	10/1/10	J. Smith	J. Smith
8	Revised	10/1/10	J. Smith	J. Smith
9	Revised	10/1/10	J. Smith	J. Smith
10	Revised	10/1/10	J. Smith	J. Smith

Rev	Description	Date	By	App'd
1	Initial	10/1/10	J. Smith	J. Smith
2	Revised	10/1/10	J. Smith	J. Smith
3	Revised	10/1/10	J. Smith	J. Smith
4	Revised	10/1/10	J. Smith	J. Smith
5	Revised	10/1/10	J. Smith	J. Smith
6	Revised	10/1/10	J. Smith	J. Smith
7	Revised	10/1/10	J. Smith	J. Smith
8	Revised	10/1/10	J. Smith	J. Smith
9	Revised	10/1/10	J. Smith	J. Smith
10	Revised	10/1/10	J. Smith	J. Smith

Sheet Number
104-PSS CC-15