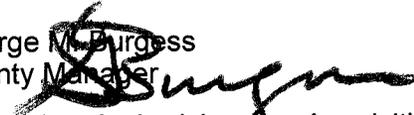


Date: October 2, 2007

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

Agenda Item No. 8(P)(1)(B)

From: George M. Burgess
County Manager 

Subject: Resolution Authorizing the Acquisition of Right-of-Way for NW 74 Street, Between NW 107 Avenue to NW 97 Avenue; Declaring the Acquisition of said Right-of-Way to be a Public Necessity; Accepting and Approving an Eminent Domain Presuit Settlement Agreement Between Miami-Dade County and Atlas Property II, LLC, in Lieu of Condemnation; Authorizing the Mayor or His Designee to Execute Said Agreement on Behalf of the County; and Authorizing the County to Pay Road Impact Fees on Behalf of Atlas Property II, LLC Up to an Amount Not to Exceed \$2.9 Million in Exchange for Right-of-Way

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the acquisition of right-of-way for NW 74 Street between NW 107 Avenue to NW 97 Avenue; declaring the acquisition of said right-of-way to be a public necessity; accepting and approving an Eminent Domain Presuit Settlement Agreement (Agreement) between Miami-Dade County (County) and Atlas Property II, LLC, (Atlas) in lieu of condemnation; authorizing the Mayor or his designee to execute said agreement on behalf of the County; and authorizing the County to pay Road Impact Fees on behalf of Atlas up to an amount not to exceed \$2.9 million in exchange for right-of-way.

Scope

Construction of the NW 74 Street corridor is a critical component of the People's Transportation Plan (PTP) and will provide a vital road transportation link between the Florida Turnpike and the Palmetto Expressway (SR 826). This project is located within Commission District 12.

Fiscal Impact/Funding Source

In accordance with the terms of the Agreement, the direct costs of right-of-way parcels 5n and 5nTCE will not exceed \$2.9 million. In accordance with the terms of the Agreement, the cost of impact fees to be paid by the County in exchange for right-of-way parcels 5n and 5nTCE will not exceed \$2.9 million. Additionally, the cost of roadway design commitments stipulated in the Agreement (traffic signalization, water and sewer stubs, median openings, landscaping and a culvert) are estimated at \$600,000 bringing the Total Estimated Cost to \$3.5 million. NW 74 Avenue, from NW 82 Avenue west to the Homestead Extension of the Florida Turnpike, is a Board requested project originally included in Exhibit 1 of the PTP as a four (4) lane facility. The limits were later amended to go east to the Palmetto Expressway (SR 826) and to be widened to six (6) lanes to provide a critical east-west connection between

two major expressways. This project is being funded by proceeds from the Charter County Transit System Sales Surtax with a future reimbursement from FDOT beginning in the year 2012.

Track Record/Monitor

Leandro Ona, Chief of the Highway Division, Public Works Department (PWD), is the project Manager.

Background

PWD has programmed the construction of NW 74 Street, from NW 107 Avenue to NW 87 Avenue in accordance with the PTP ordinance. The proposed improvements consist of a six (6) lane divided roadway with turn lanes, sidewalks, curb and gutters, raised medians, traffic signalization, signage, pavement markings, storm drainage system and street lighting. Several of these improvements require right-of-way that extends beyond the planned right-of-way width ("zoned" right-of-way) as specified in Chapter 33-133 of the Code of Miami-Dade County.

The attached resolution:

- 1) Authorizes the acquisition of parcels 5n and 5nTCE as legally described in Exhibit "B" to the Resolution and depicted in Exhibit "C" to the Resolution, including land in excess of the planned ("zoned right-of-way") specified in Chapter 33-133 Miami-Dade County Code.
- 2) Declares the acquisition of said parcels 5n and 5nTCE to be a public necessity for the construction of a six-lane road along NW 74 Street, between NW 107 Avenue and NW 97 Avenue.
- 3) Accepts and approves, in lieu of a condemnation lawsuit, an Eminent Domain Presuit Settlement Agreement with Atlas which is attached as Exhibit "A" to the Resolution.
- 4) Authorizes the Mayor or his designee to execute the Agreement on behalf of the County.
- 5) Authorizes the County to pay Road Impact Fees on behalf of Atlas up to an amount not to exceed \$2.9 million dollars in exchange for right-of-way in accordance with the terms of the Agreement.

Negotiations with Atlas have resulted in the attached Agreement in which the County agrees to assume obligations in exchange for rights-of-way necessary for the NW 74 Street project. The key terms of the Agreement are summarized as follows:

- 1) Atlas agrees to convey Parcel 5n, (including 1.63 acres in excess of the zoned Right-of-Way) to the County in Fee Simple and Parcel 5nTCE as a Temporary Construction Easement.
- 2) The County agrees to assume Atlas's obligation to pay Road Impact Fees as required for development on the remainder of the Parent Tract up to an amount not to exceed \$2.9 million.
- 3) The County agrees, upon receipt of a written request from Atlas to release certain canal and levee rights in reservations from the parent tract at no cost to Atlas. The release of said reservations is subject to reviews and positive recommendations by County staff which may not be unreasonably withheld.
- 4) The County agrees to construct NW 74 Street at no cost to Atlas and to provide certain design elements beneficial to Atlas as part of the roadway improvements.

Honorable Chairman Bruno A. Barreiro
and Members. Board of County Commissioners
Page 3

Staff has estimated that the cost of condemning these parcels could rise to as much as \$12 million when the costs of litigation are added to the purchase price. The subject parcels were recently appraised for the County on May 7, 2007. Based on that appraisal, the 1.63 acres of right-of-way needed beyond the planned ("zoned") right-of-way are estimated to have a value in excess of \$2.25 Million.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: October 2, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor

Agenda Item No. 8(P)(1)(B)

Veto _____

10-02-07

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY FOR NW 74 STREET BETWEEN NW 107 AVENUE TO NW 97 AVENUE; DECLARING THE ACQUISITION OF SAID RIGHT-OF-WAY TO BE A PUBLIC NECESSITY; ACCEPTING AND APPROVING AN EMINENT DOMAIN PRESUIT SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ATLAS PROPERTY II, LLC, IN LIEU OF CONDEMNATION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE SAID AGREEMENT ON BEHALF OF THE COUNTY; AND AUTHORIZING THE COUNTY TO PAY ROAD IMPACT FEES ON BEHALF OF ATLAS PROPERTY II, LLC UP TO AN AMOUNT NOT TO EXCEED \$2.9 MILLION IN EXCHANGE FOR RIGHT-OF-WAY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby (1) authorizes the acquisition of Parcels 5n and 5nTCE as legally described in Exhibit "B" to the Resolution and made a part hereof, and depicted in Exhibit "C" to the Resolution also made a part hereof; (2) declares the acquisition of said Parcels 5n and 5nTCE to be a public necessity for the construction of a six-lane road along NW 74 Street, between NW 107 Avenue and NW 97 Avenue; (3) accepts and approves, in lieu of a condemnation lawsuit, an Eminent Domain Presuit Settlement Agreement (Agreement) with Atlas Property II, LLC (Atlas), which is attached as Exhibit "A" to the Resolution and made a part hereof; (4) authorizes the Mayor or his designee to execute the Agreement on behalf of the County; and (5) authorizes the County to pay road impact fees on behalf of Atlas in exchange for said right-of-way up to an amount not to exceed \$2.9 Million in accordance with the terms of said Agreement.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

- | | |
|------------------------------------|--------------------|
| Bruno A. Barreiro, Chairman | |
| Barbara J. Jordan, Vice-Chairwoman | |
| Jose "Pepe" Diaz | Audrey M. Edmonson |
| Carlos A. Gimenez | Sally A. Heyman |
| Joe A. Martinez | Dennis C. Moss |
| Dorin D. Rolle | Natacha Seijas |
| Katy Sorenson | Rebeca Sosa |
| Sen. Javier D. Souto | |

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of October, 2007. This resolution shall become effective as follows: (1) ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission reaffirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

EMINENT DOMAIN PRESUIT SETTLEMENT AGREEMENT
N.W. 74TH Street Widening Project

This **EMINENT DOMAIN PRESUIT SETTLEMENT AGREEMENT** ("Agreement") is made and entered pursuant to Section 73.015(1), Florida Statutes (2005), on this 13th day of August, 2007 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, ("the County") and Atlas Property II, LLC, a Florida limited liability company (the "Owner").

RECITALS:

WHEREAS, the Owner owns the property located along proposed N.W. 74th Street between N.W. 107th Avenue and theoretical N.W. 97th Avenue in Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, the legal description of which is attached hereto as Exhibit "A"; and Atlas Property III, LLC, a Florida limited liability company (Atlas III), an affiliate of the Owner, owns the adjacent property described in Exhibit "A-1", (together the "Parent Tract"); and

WHEREAS, the portions of both N.W. 74th Street and N.W. 107th Avenue wholly contained within the Parent Tract and legally described in attached Exhibit "B" and Exhibit "C", are necessary to the County for public road purposes; and

WHEREAS, the County has concluded that it is in the best interest of the County and of the public to cause the aforementioned roadways to be constructed and expanded without delay; and

WHEREAS, in lieu of a condemnation law suit, the Owner has agreed to convey by deed the property described in said Exhibit "B" as public road right-of-way (the "Road Right of Way") and in said Exhibit "C" as a temporary construction easement (the "Construction Easement Area"), in exchange for the County assuming the obligation to pay road impact fees (the "Impact Fees") for Owner's, Atlas III's or their successors' or assigns' development on the remainder of said Parent Tract up to a capped amount of \$2,900,000 (Two Million Nine Hundred Thousand Dollars), as specified herein; AND for the County constructing a six lane highway on the Road Right of Way, at no cost to the Owner; AND for the County agreeing to include certain design elements and improvements beneficial to the Owner as described in Exhibit "D"; AND for the County agreeing to the release of public canal and levee rights from the Parent Tract, which release shall be conditioned upon the review, approval and recommendation for release by the Department of Environmental Resource Management (DERM) and the Miami-Dade County Public Works Department (the "Departments").

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) to the Owner in hand paid by the County, the foregoing, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by reference.

2. Conveyance of Land for Road Right-of-Way. The Owner, in-lieu of condemnation, agrees to convey to Miami-Dade County the Road Right of Way pursuant to the RIGHT-OF-WAY DEED FOR HIGHWAY PURPOSES (the "ROW Deed") and agrees to execute a temporary construction easement (the "Construction Easement") for the Construction Easement Area, in substantially the forms attached hereto as Exhibits "E" and "F", within Ten (10) days of the date of the execution of this Agreement by both parties.

3. Road Impact Fee Payment.

(a) The County, solely in consideration for the conveyance of the Road Right of Way and to be conveyed pursuant to the ROW Deed, agrees to pay the Impact Fees due from Owner and Atlas III or their successors or assigns, at time of building permit issuance for each phase of the proposed development as outlined in the attached letter dated March 13, 2006, attached hereto as Exhibit "G" up to an aggregate capped amount of \$2,900,000 (Two Million Nine Hundred Thousand Dollars), which obligation shall survive until the completion of the development occurs on the Parent Tract or until the cap is reached.

(b) In the event the Parent Tract is subdivided into smaller parcels, then each subsequent owner shall receive a *pro rata* share of the aforementioned total payment on a square foot basis up to an aggregate capped amount of \$2,900,000 (Two Million Nine Hundred Thousand Dollars).

(c) The parties agree that there is no payment, including payment of impact fees, for the granting of the Construction Easement for the Construction Easement Area.

4. Canal and Levee Rights in Reservations.

(a) The County agrees to release, at no cost to Owner, County's Canal and Levee Rights in Reservations in the land described in Exhibit "H" attached hereto, as same was conveyed from Central and Southern Florida Flood Control District to Dade County July 25, 1962, and recorded October 8, 1962 in Official Record Book 3356 at Page 609 among the public records of Miami-Dade County, Florida.

(b) Said no cost release is conditioned upon Owner's satisfactory performance and completion of above described Item No. 2, entitled *Conveyance of Land for Road Right-of-Way*.

(c) Said no cost release shall be subject to a written request by Owner for a subsequent review, approval and to a positive recommendation for release by the Departments which shall not unreasonably withhold their review, approval and positive recommendation for release.

(d) In the event that the continuation of the County's rights within the land described in Exhibit "H" attached hereto is recommended by the Departments, in

whole or in part, said Owner may modify its request for a release of that portion thereof which is no longer required by County.

(e) The failure of the County to release said rights in whole or in part shall not adversely affect the validity of the transfer of title of the land for the aforementioned Road Right-of-Way.

5. *Improvements.* Upon execution of this Agreement, the County agrees to improve the Road Right of Way as a six lane highway in substantial conformance with contract plans for N.W. 74th Street from N.W. 87th Avenue to N.W. 107th Avenue, Miami-Dade County project number 20040355, prepared by Gannett Fleming, Dated October 3, 2005, last revised March 23, 2006; AND, notwithstanding those plans, the County will accept that those plans shall be modified if necessary to provide the agreed design elements and agreed terms described on Exhibit "D", all at no cost to the Owner. The terms of this paragraph and Exhibit "D" shall survive the transfer of title.

6. *Construction.*

(a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof.

(b) In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

(c) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

7. *Severability.* In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

8. *Attorneys and Expert Fees.* All parties to this agreement will bear their own legal costs and expert fees.

9. *Litigation.* In the event of any litigation between the parties under this Agreement for a breach hereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. The terms of this paragraph shall survive the termination of this Agreement.

10. *Entire Agreement.* This Agreement, together with the documents and exhibits referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein.

11. *Force Majeure.* Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, riot, civil commotion, fire or other casualty, and other causes

beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform (any such causes or events to be referred to herein as a "Force Majeure"), shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage.

Signed, sealed, executed and acknowledged this 13 day of August 2007.

Carmen Rodriguez
Witness
Carmen Rodriguez
Printed Name

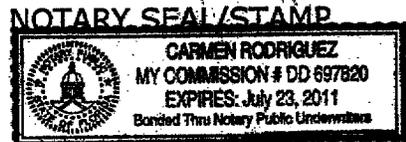
ATLAS PROPERTY II, LLC, a
Florida limited liability company
By: Kolleen Cobb
Kolleen Cobb, Vice President

Donna Wright
Witness
DONNA WRIGHT
Printed Name

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

I HEREBY CERTIFY, that on this 13th day of August A.D. 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Kolleen Cobb, as Vice President of ATLAS PROPERTY II, LLC, a Florida limited liability company, personally known to me, or proven, by producing the following forms of identification: _____ and executed the foregoing instrument freely and voluntarily for the purposes herein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid



Carmen Rodriguez
Notary Signature
Carmen Rodriguez
Printed Notary Signature

Notary Public, State of Florida
My commission expires: July 23, 2011
Commission/Serial No. DD697820

The foregoing was accepted and approved on the _____ day of _____ A.D. 2007, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

ATTEST: HARVEY RUVIN,
Clerk of the Board Florida

MIAMI-DADE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Carlos Alvarez, Mayor

Approved as to form
and legal sufficiency.

Assistant County Attorney

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EXHIBIT "A"
(Parent Tract)
(Owner's Property)

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the west line of said Section 8 as measured at right angles thereto, also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence N01°43'29"W along a line 40.00 feet east of the west line of said Section 8 for 730.21 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 2617.40 feet; thence S01°44'13"E for 522.26 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 2075.08 feet; thence N01°44'24"W for 520.05 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 533.74 feet to a point on the east line of said Section 8; thence S01°44'25"E along the east line of said Section 8 for 728.01 feet to the Southeast Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2633.21 feet to the Southwest Corner of the Southeast 1/4 of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2593.20 feet to the POINT OF BEGINNING.

LESS the following described parcel:

Commence at the Southeast Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 1080.49 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S89°39'25"W along the south line of said Section 8 for 100.00 feet; thence N01°44'24"W for 207.96 feet; thence N89°39'25"E for 100.00 feet; thence S01°44'24"E for 207.96 feet to the POINT OF BEGINNING.

EXHIBIT "A-1"
(Parent Tract Continued)
(Adjacent Owner's Property)

Also Including within the Parent Tract, the following described land: A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 8, Township 53 South, Range 40 East; thence N01° 44'24" W, along the East line of said Section 8 for a distance of 207.96 feet; thence S89°39'25"W for a distance of 533.74 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°39'25"W for a distance of 546.75 feet; thence N01°44'24"W for a distance of 520.14 feet; thence N89°39'25"E for a distance of 546.75 feet; thence S01°44'24"E for a distance of 520.14 feet to the POINT OF BEGINNING.

AND

COMMENCE at the Southeast corner of said Section 8, Township 53 South, Range 40 East; thence S89°39'25"W along the South line of said Section 8 for a distance of 1180.49 feet; thence N01°44'24"W for a distance of 207.96 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°39'25"W for a distance of 1428.33 feet; thence N01°44'24"W for a distance of 1012.04 feet; thence N89°39'25"E for a distance of 714.18 feet; thence S01°44'24"E for a distance of 609.91 feet; thence N89°39'25"E for a distance of 714.15 feet; thence S01°44'24"E for a distance of 402.13 feet to the POINT OF BEGINNING.

EXHIBIT "B"
(Fee Simple)

Parcel 5n

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the Southwest Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the west line of said Section 8 as measured at right angles thereto, also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence N01°43'29"W along a line 40.00 feet east of the west line of said Section 8 for 730.21 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 7.45 feet; thence S03°11'19"E for 158.71 feet; thence S01°43'29"E parallel with and 51.50 feet east of said west line of Section 8 for 451.08 feet to a point of curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 40.00 feet through a central angle of 88°37'06" for an arc distance of 61.87 feet to a point of tangency with a line being 81.50 feet north of the south line of said Section 8; thence N89°39'25"E parallel with said south line of Section 8 for 285.84 feet; thence S77°56'08"E for 51.20 feet; thence N89°39'25"E parallel with and 70.50 feet north of said south line of Section 8 for 858.83 feet; thence S89°05'54"E for 138.10 feet to a non-tangential point of intersection with a circular curve concave northwesterly having a radial bearing N00°20'39"W from said point; thence southeasterly along the arc of said curve to the left having a radius of 7737.25 feet through a central angle of 02°58'20" for an arc distance of 401.37 feet to a point of reverse curvature; thence northeasterly along the arc of a circular curve to the right having a radius of 7863.07 feet through a central angle of 02°58'24" for an arc distance of 408.05 feet to a point of tangency with line being 88.50 feet northerly of the said south line of Section 8; thence N89°39'25"E parallel with said south line of said Section 8 for 592.70 feet; thence S87°49'35"E for 250.53 feet to a point being 77.50 feet north of said south

EXHIBIT "B"

Continued

line of said Section 8; thence N89°39'25"E parallel with the south line of said Section 8 for 785.57 feet to a point of curvature with a circular curve concave southwesterly; thence southeasterly along the arc of said curve to the right having a radius of 7957.25 feet through a central angle of 02°54'04" for an arc distance of 402.91 feet to a point of reverse curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 7843.50 feet through a central angle of 01°59'19" for an arc distance of 272.23 feet to a non-tangential point of intersection with a line being 58.24 feet north of the south line of said Section 8 as measured at right angles thereto; thence N88°51'00"E for 337.61 feet to a point being 63.00 feet north of the south line of said Section 8 as measured at right angles thereto; thence N89°39'25"E parallel with and 63.00 feet north of said south line of Section 8 for 312.57 feet to a point of curvature with a circular curve concave northwesterly; thence northeasterly along the arc of said curve to the left having a radius of 40.00 feet through a central angle of 91°23'50" for an arc length of 63.81 feet to a point of tangency with a line being 40.00 feet west of the east line of said Section 8 as measured at right angles thereto; thence N88°15'35"E for 40.00 feet to a point of intersection with said east line of Section 8; thence S01°44'25"E along said east line of Section 8 for 104.98 feet to the Southeast corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2633.21 feet to the Southwest Corner of the Southeast 1/4 of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2593.20 feet to the POINT OF BEGINNING.

EXHIBIT "B"

Continued

LESS

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the SE Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 1080.49 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S89°39'25"W along the south line of said Section 8 for 100.00 feet; thence N01°44'24"W for 74.34 feet to a point of intersection with a circular curve concave southerly whose radius point bears S01°16'43"W from said point; thence easterly to the right along the arc of said curve having a radius of 7957.25 feet through a central angle of 00°43'16" for an arc distance of 100.15 feet; thence S01°44'24" E for 70.87 feet to the POINT OF BEGINNING.

EXHIBIT "C"
(Temporary Construction Easement)

Parcel 5n T.C.E.

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the Southwest Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the west line of said Section 8 as measured at right angles thereto; thence N01°43'29"W along a line 40.00 feet east of the west line of said Section 8 for 730.21 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 7.45 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence S03°11'19"E for 158.71 feet; thence S01°43'29"E parallel with and 51.50 feet east of said west line of Section 8 for 451.08 feet to a point of curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 40.00 feet through a central angle of 88°37'06" for an arc distance of 61.87 feet to a point of tangency with a line being 81.50 feet north of the south line of said Section 8; thence N89°39'25"E parallel with said south line of Section 8 for 285.84 feet; thence S77°56'08"E for 51.20 feet; thence N89°39'25"E parallel with and 70.50 feet north of said south line of Section 8 for 858.83 feet; thence S89°05'54"E for 138.10 feet to a non-tangential point of intersection with a circular curve concave northwesterly having a radial bearing N00°20'39"W from said point; thence southeasterly along the arc of said curve to the left having a radius of 7737.25 feet through a central angle of 02°58'20" for an arc distance of 401.37 feet to a point of reverse curvature; thence northeasterly along the arc of a circular curve to the right having a radius of 7863.07 feet through a central angle of 02°58'24" for an arc distance of 408.05 feet to a point of tangency with line being 88.50 feet northerly of the said south line of Section 8; thence N89°39'25"E parallel with said south line of said Section 8 for 592.70 feet; thence S87°49'35"E for 250.53 feet to a point being 77.50 feet north of said south

EXHIBIT "C"

Continued

line of said Section 8; thence N89°39'25"E parallel with the south line of said Section 8 for 785.57 feet to a point of curvature with a circular curve concave southwesterly; thence southeasterly along the arc of said curve to the right having a radius of 7957.25 feet through a central angle of 02°54'04" for an arc distance of 402.91 feet to a point of reverse curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 7843.50 feet through a central angle of 01°59'19" for an arc distance of 272.23 feet to a non-tangential point of intersection with a line being 58.24 feet north of the south line of said Section 8 as measured at right angles thereto; thence N88°51'00"E for 337.61 feet to a point being 63.00 feet north of the south line of said Section 8 as measured at right angles thereto; thence N89°39'25"E parallel with and 63.00 feet north of said south line of Section 8 for 312.57 feet to a point of curvature with a circular curve concave northwesterly; thence northeasterly along the arc of said curve to the left having a radius of 40.00 feet through a central angle of 91°23'50" for an arc length of 63.81 feet to a point of tangency with a line being 40.00 feet west of the east line of said Section 8 as measured at right angles thereto; thence N88°15'35"E for 40.00 feet to a point of intersection with said east line of Section 8; thence N01°44'25"W along said east line of Section 8 for 11.62 feet; thence S88°15'25"W for 46.58 feet; thence S66°38'40"W for 98.30 feet; thence S89°39'25"W for 700.00 feet; thence N88°09'35"W for 400.29 feet; thence S89°39'25"W for 949.76 feet; thence N87°42'56"W for 250.87 feet; thence S89°39'25"W for 768.24 feet; thence S86°51'18"W for 383.58 feet; thence S89°39'25"W for 1246.97 feet; thence N77°55'59"W for 41.88 feet; thence S89°39'25"W for 302.66 feet; thence N60°57'10"W for 25.05 feet; thence N05°43'44"W for 100.24 feet; thence N01°43'29"W for 400.00 feet; thence N03°49'29"W for 124.25 feet; thence S89°39'25"W for 6.00 feet to the POINT OF BEGINNING.

EXHIBIT "C"
Continued

LESS

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the SE Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 1180.49 feet; thence N01°44'24"W for 74.34 feet to the POINT OF BEGINNING of the hereinafter described parcel of land, said point being also a point of intersection with a circular curve concave southerly whose radius point bears S01°16'43"W from said point; thence easterly to the right along the arc of said curve having a radius of 7957.25 feet through a central angle of 00°43'16" for an arc distance of 100.15 feet; thence N01°44'24"W for 15.41 feet; thence N88°09'35"W for 100.17 feet; thence S01°44'24"E for 15.76 feet to the POINT OF BEGINNING.

EXHIBIT "D"

(Design Elements and Improvements)

1. **Traffic Signalization.** The County will provide, when warranted in accordance with MUTCD (Manual of Uniform Traffic Control Devices published by the Federal Highway Administration), a traffic signal at the intersections of N.W. 74th Street and N.W. 102nd Avenue and N.W. 74th Street and N.W. 97th Avenue. The conduits required for the operation of such signals shall be installed during the construction phase of the project.

2. **Water and Sewer Infrastructure.** The County will coordinate and pay the Miami-Dade County Water and Sewer Department (WASD) for the design and installation of water line taps and a Sewer Force Main stub-out, in accordance with the conceptual plan labeled Utility Point of Connection Exhibit and attached hereto as Composite Exhibit 1.

3. **Right-of-Way Width / Cross Section Minimization.** Owner acknowledges that the actual Right-of-Way width depicted in design plans dated March 23, 2006, by Alina Fernandez, P.E., as prepared by Gannett Fleming, have already been reduced from prior designs and will not be reduced further. The appropriate pages of such plans depicting the agreed width are attached hereto as Composite Exhibit 2. The Department will provide fill and harmonize the proposed road construction to the existing grade elevation within temporary construction easement(s) outside of the permanent right-of-way. Owner agrees to execute said easement(s) in a timely manner and not to remove any fill material from this area or destabilize NW 74th Street.

4. **Median Openings, Driveway Openings / Turnouts.** The County will design and construct median openings and standard turnouts connecting to N.W. 74th Street and N.W. 107th Avenue at locations to be approved by the Florida Department of Transportation. The County will also provide a vertical comfort curve at N.W. 97th Avenue and N.W. 102nd Avenue intersections.

5. **Landscaping.** The Median of N.W. 74th Street, from N.W. 102nd Avenue to N.W. 97th Avenue will be landscaped in accordance with Florida Department of Transportation Standards. Owner is free to enhance and/or modify any Median Landscaping with prior written approval of the Florida Department of Transportation and with permits to be obtained from the Department as needed, at the sole cost of Owner.

6. **Culvert.** The County will issue a permit for a culvert crossing, to be built and maintained by Owner, at the sole cost of Owner, under NW 107th Avenue, subject to the approval and standards of the Miami-Dade County, Department of Environmental Resource Management (DERM) and the Miami-Dade County Public Works Department.

7. **Public Roads.** At this time, the County does not require any public roads, other than NW 107th Avenue, 102nd Avenue, and 97th Avenue, crossing owner's property connecting more or less perpendicular to NW 74th Street.

EXHIBIT "E"

Continued

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for use as a public highway and for all purposes incidental thereto.

It is expressly provided that if and when the said highway shall be lawfully and permanently discontinued, the title to the said above described land shall immediately revert to the party of the first part, its heirs and assigns, and it shall have the right to immediately repossess the same.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under it.

IN WITNESS WHEREOF, the said party of the first part, by its Members, has caused these presents to be signed for and on its behalf, the day and year first above written.

Signed, Sealed and Delivered
in our presence: (2 witnesses
for each signature or for all)

Witness

Witness Printed Name

Witness

Witness Printed Name

ATLAS PROPERTY II, LLC,
a Florida limited liability
company

By: _____

ARMANDO CODINA, its Sole
Managing Member and Manager

22

EXHIBIT "E"

Continued

STATE OF FLORIDA)
)SS
COUNTY OF _____)

I HEREBY CERTIFY, that on this _____ day of _____, A.D. 2005, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ARMANDO CODINA, Sole Managing Member and Manager, ATLAS PROPERTY II, LLC, a Florida limited liability company, personally known to me, or proven, by producing the following forms of identification: _____ and executed the foregoing instrument freely and voluntarily for the purposes herein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Notary Signature

Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

The foregoing was accepted and approved on the _____ day of _____, A.D. 20____, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Special Assistant to the
County Manager

ATTEST: HARVEY RUVIN,
Clerk of said Board

By: _____
Deputy Clerk

23

4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, _____
 (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

 Signature

 Title(s)

Sworn to and subscribed before me this _____ day of _____, _____
 (year) by _____ (print name legibly), who is personally
 known to me or who has produced _____ (type of identification).

 (Signature of Notary Public)

 (Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other LLC Members, Managing Members, and Managers, as needed)

EXHIBIT "F"

(Temporary Construction Easement Deed Format)

Return to:

Right of Way Division .
Miami-Dade County Public Works Dept. .
111 N.W. 1st Street .
Miami, FL 33128-1970 .

Instrument prepared by:

Andrew D. Conner, PSM .
Miami-Dade County Public Works Dept. .
111 N.W. 1st Street .
Miami, FL 33128-1970 .
FOLIO NO. 35-3008-000-0040 .
User Department Public Works .

Parcel 5n T.C.E.
N.W. 74th Street from
N.W. 97th Avenue to
N.W. 107th Avenue
Project No. 20040355

TEMPORARY CONSTRUCTION EASEMENT

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

THIS EASEMENT, Made this _____ day of _____, A.D. 20____, by and between **ATLAS PROPERTY II, LLC**, a Florida limited liability company, whose address is 355 ALHAMBRA CIRCLE, SUITE 900, CORAL GABLES, FL, 33134, party of the first part, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and its successors in interest, whose Post Office Address is 111 N.W. 1st Street, Miami, Florida 33128 1970, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant to the party of the second part, and its successors in interest, an easement, license and privilege to enter upon, and to perform any acts required for the installation and maintenance of fill and sod, and removal of spoil material and rubbish, if any, for the purpose of harmonization of the elevation of NW 74th Street with the adjacent property upon the following described land, situate, lying and being in MiamiDade County, State of Florida, to-wit:

**(See Parcel 5n(TCE)/Temporary Construction Easement
Legal Description attached)**

26

EXHIBIT "F"

Continued

And the said party of the first part will defend the title to said land against the lawful claims of all persons whomsoever, claiming by, through or under it.

THE TERM OF THIS EASEMENT shall expire upon the earlier of: a) three years from the granting of this temporary construction easement; or b) the completion of the purpose stated herein relating to the construction of NW 74th Street as a six lane highway. All rights of the party of the second part hereunder, including ownership and maintenance of said fill and sod, shall cease upon the expiration of said term.

IN WITNESS WHEREOF, the said party of the first part, has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its property officers thereunto duly authorized, the day and year first above written.

Signed, Sealed and Delivered
in our presence: (2 witnesses
for each signature or for all)

Witness

Witness Printed Name

Witness Printed Name

**ATLAS PROPERTY II, LLC,
a Florida limited liability
company**

By: _____

**ARMANDO CODINA, its Sole
Managing Member and Manager**

EXHIBIT "F"
Continued

STATE OF FLORIDA)
)SS
COUNTY OF _____)

I HEREBY CERTIFY, that on this _____ day of _____, A.D. 2005, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ARMANDO CODINA, Sole Managing Member and Manager, ATLAS PROPERTY II, LLC, a Florida limited liability company, personally known to me, or proven, by producing the following forms of identification: _____ and executed the foregoing instrument freely and voluntarily for the purposes herein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

Notary Signature

Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of _____

My commission expires: _____

Commission/Serial No. _____

The foregoing was accepted and approved on the _____ day of _____, A.D. 20_____, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Special Assistant to the
County Manager

ATTEST: HARVEY RUVIN,
Clerk of said Board

By: _____
Deputy Clerk

28

**AFFIDAVIT OF MEMBERS, MANAGING MEMBERS,
AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY**

WE, (Print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit; the list of names and titles shall include all names on the list required by Section 608.4101(1)(a), Fla. Stat. (2004), as same may be amended from time to time)

| <u>Full name</u> | <u>Title(s)</u> |
|------------------|-----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

hereby swear or affirm that :

1. The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members, Managing Members, and Managers, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, of the Florida Limited Liability Company known as _____ (Print name of the Florida Limited Liability Company as the name appears in the Articles of Organization currently filed with the Secretary of State of the State of Florida);
2. There are no Members, Managing Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
3. There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, _____ (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability as set forth in the foregoing instrument or document.

24

4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, _____
 (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

 Signature

 Title(s)

Sworn to and subscribed before me this ____ day of _____, _____
 (year) by _____ (print name legibly), who is personally
 known to me or who has produced _____ (type of identification).

 (Signature of Notary Public)

 (Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other LLC Members, Managing Members, and Managers, as needed)

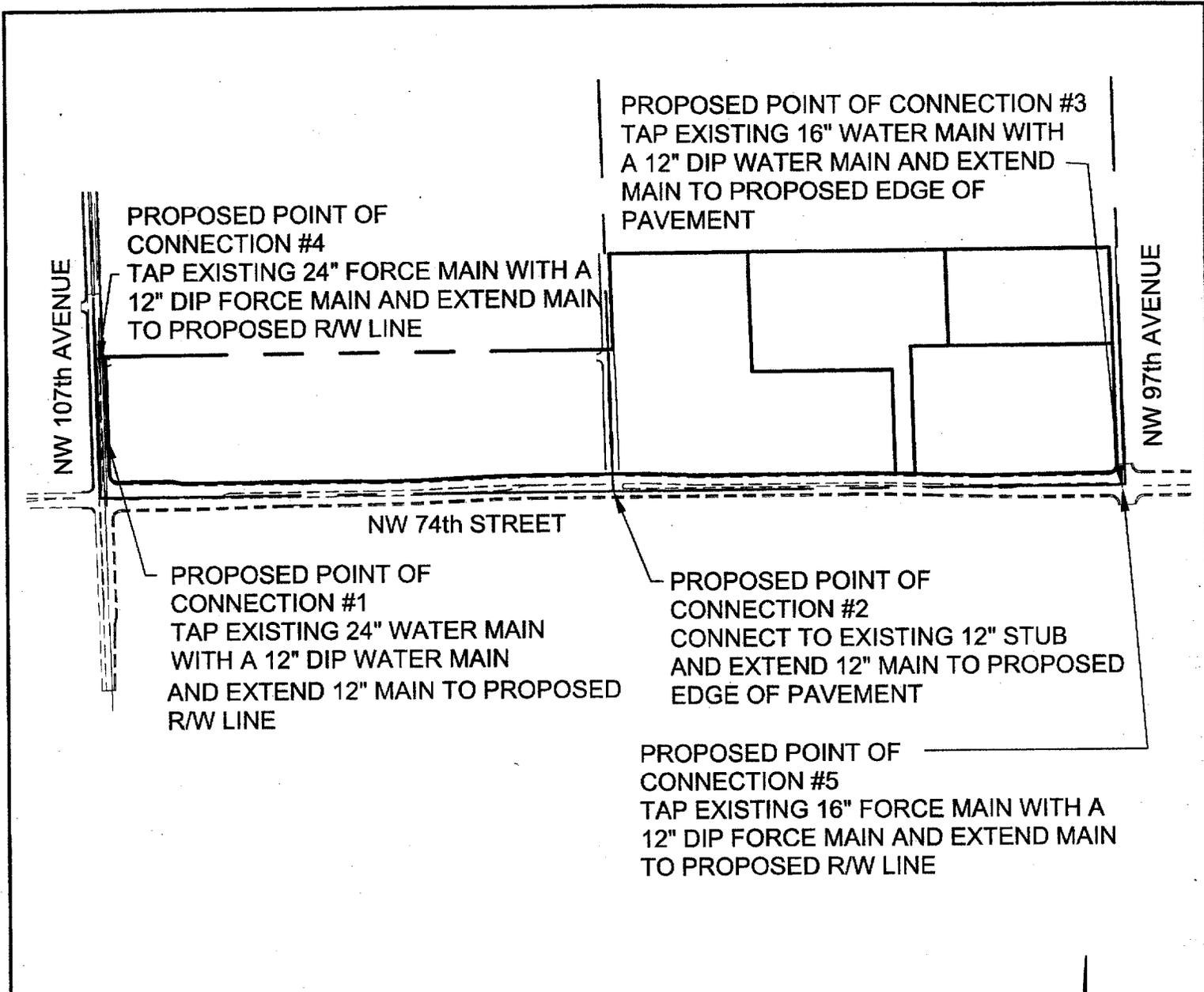
EXHIBIT "G"
deliberately excluded
from agreement

EXHIBIT "G"
deliberately excluded
from agreement

EXHIBIT "H"

(Canal and Levee Rights in Reservation)

**The South 130.00 feet of Section 8, Township 53 South, Range 40 East,
Miami-Dade County, Florida.**

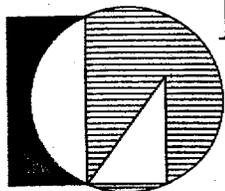


UTILITY POINT OF CONNECTION EXHIBIT



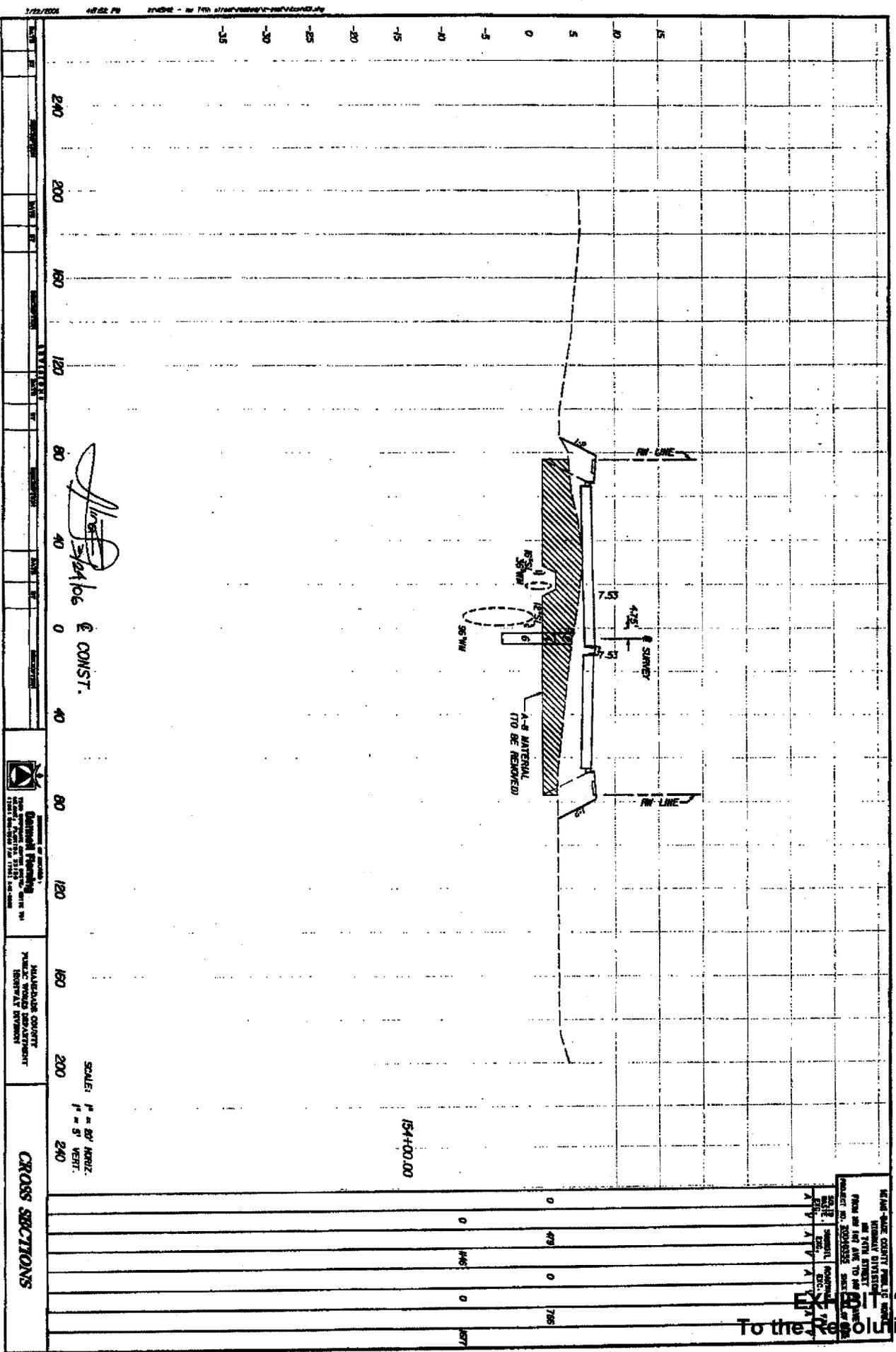
REVISED 08/13/07
REVISED 01/22/07

August 13, 2007 2:25:06 p.m.
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XREFS: C:\Data\PROJECTS\2005\0546 - Beacon Commons\dwg\B_COM_BASE.dwg



LUDOVICI & ORANGE
CONSULTING ENGINEERS INC.
329 PALERMO AVENUE, CORAL GABLES
FLORIDA 33134
TEL (305) 448-1600 FAX (305) 446-3876

| | |
|----------------------------------------------------------------|--------------|
| Date: 8/14/06 | Drawn: AWA |
| Proj.No:2005-46 | Checked: AWA |
| Proj.Name: Beacon Commons P.O.C. EXHIBIT SHEET 1 OF 1 | |



Handwritten signature
 5/24/06 @ CONST.

DEPARTMENT OF PUBLIC WORKS
 ENGINEERING DIVISION
 100 WEST STREET, NEW YORK, N.Y. 10038

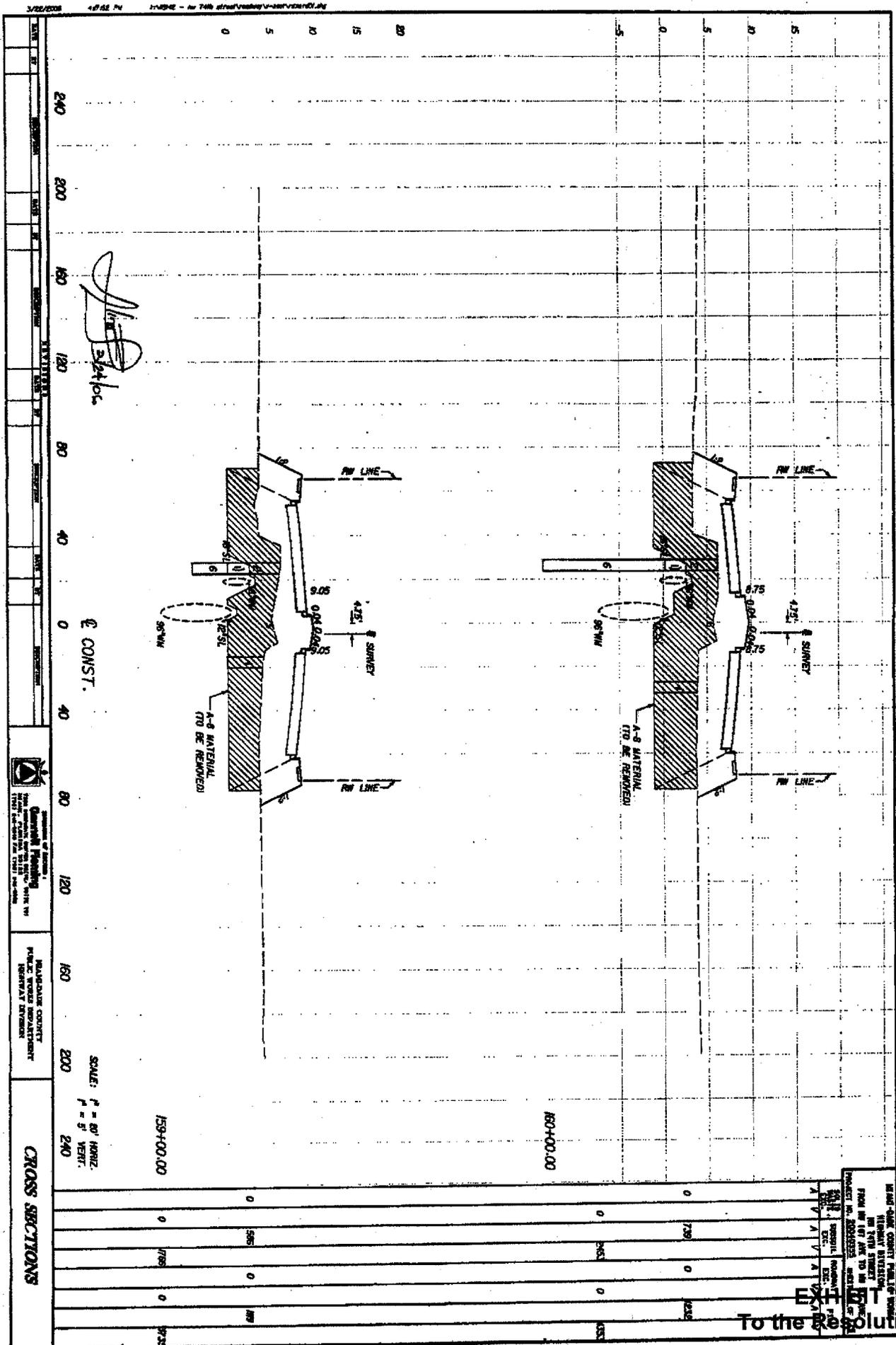
MANHATTAN COUNTY
 PUBLIC WORKS DEPARTMENT
 HIGHWAY DIVISION

SCALE: H = 80' HORIZ.
 V = 5' VERT.

CROSS SECTIONS

154100.00

MANHATTAN COUNTY PUBLIC WORKS
 ENGINEERING DIVISION
 100 WEST STREET
 NEW YORK, N.Y. 10038
 PROJECT NO. 20050555 SHEET NO. 10
 DATE: 5/24/06
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 DRAWN BY: [Signature]
 CHECKED BY: [Signature]



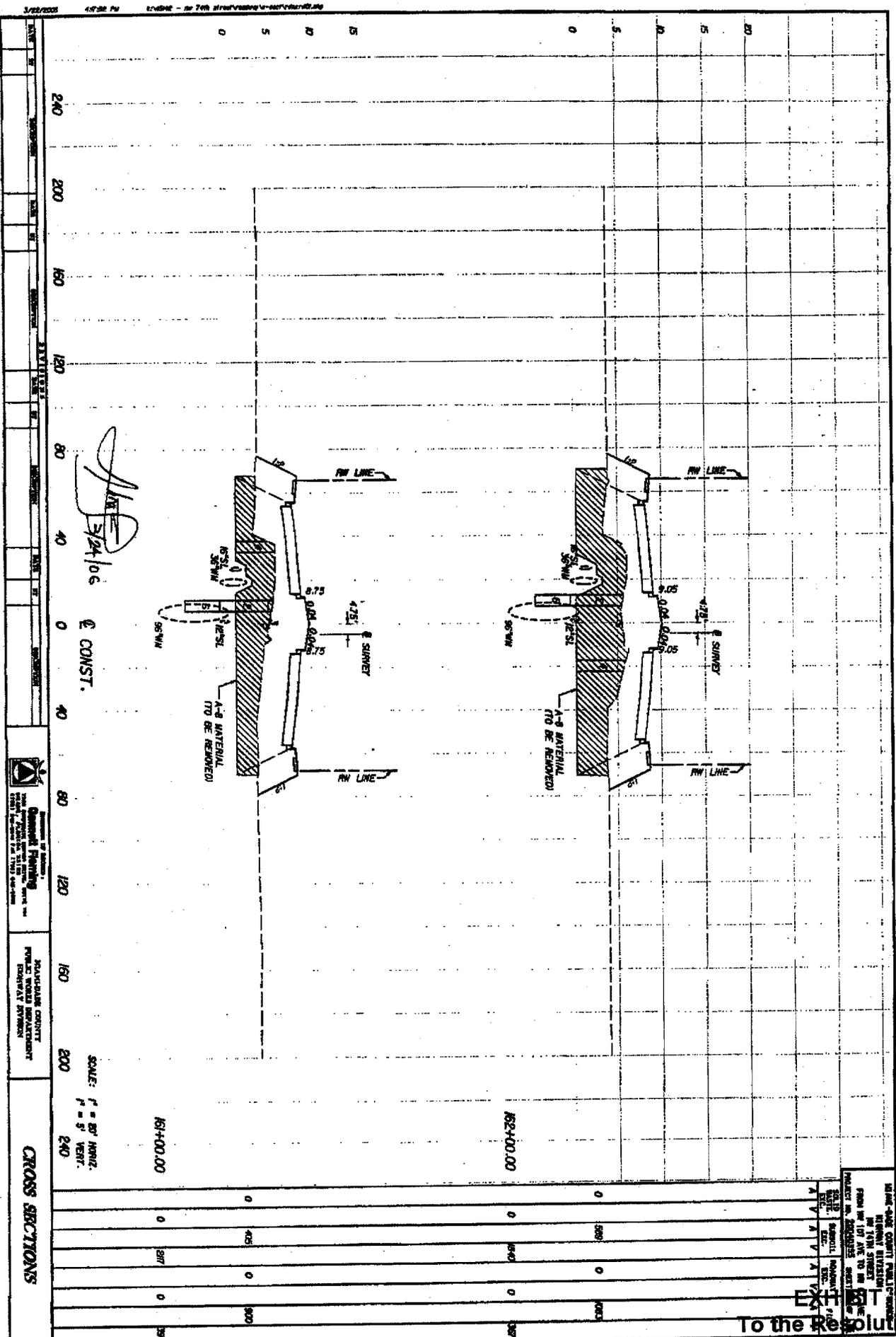

 General Engineering
 and Construction, Inc.
 1000 N. 10th St., Suite 100
 Phoenix, Arizona 85006

MAINTENANCE CONTRACT
 GENERAL ENGINEERING
 AND CONSTRUCTION, INC.

CROSS SECTIONS

SCALE: H = 8" HORIZ.
 V = 8" VERT.

EXHIBIT A
 To the Resolution



General Planning
 PUBLIC WORKS DEPARTMENT
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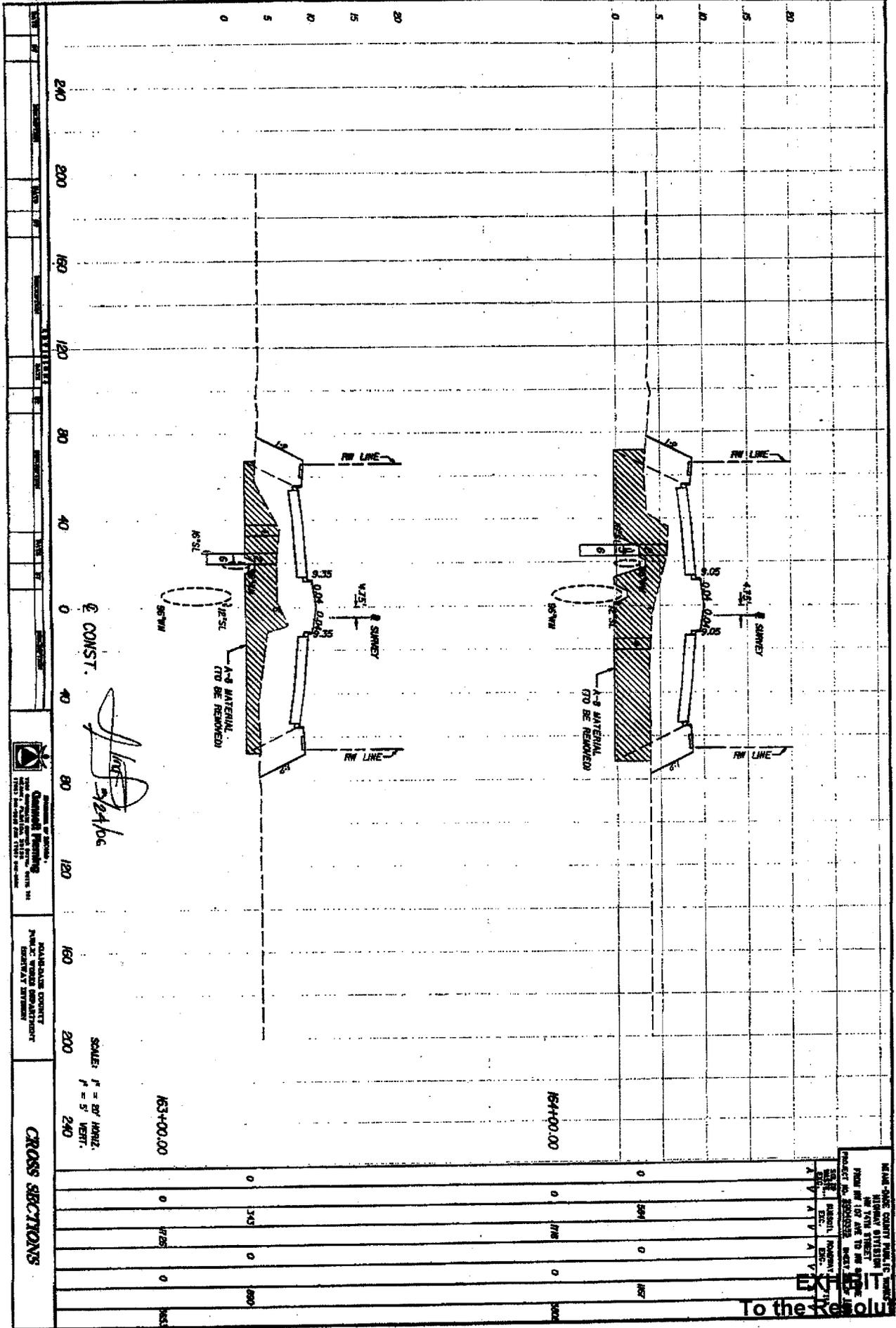
MAKLESLAKE COUNTY
 PUBLIC WORKS DEPARTMENT
 1000 ...

CROSS SECTIONS

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EXHIBIT A
 To the Resolution

40




 J. Lopez
 3/24/08


 General Planning
 1000 S. GARDEN ST. SUITE 100
 ANAHEIM, CA 92805-1000
 TEL: 714.944.1111 FAX: 714.944.1112

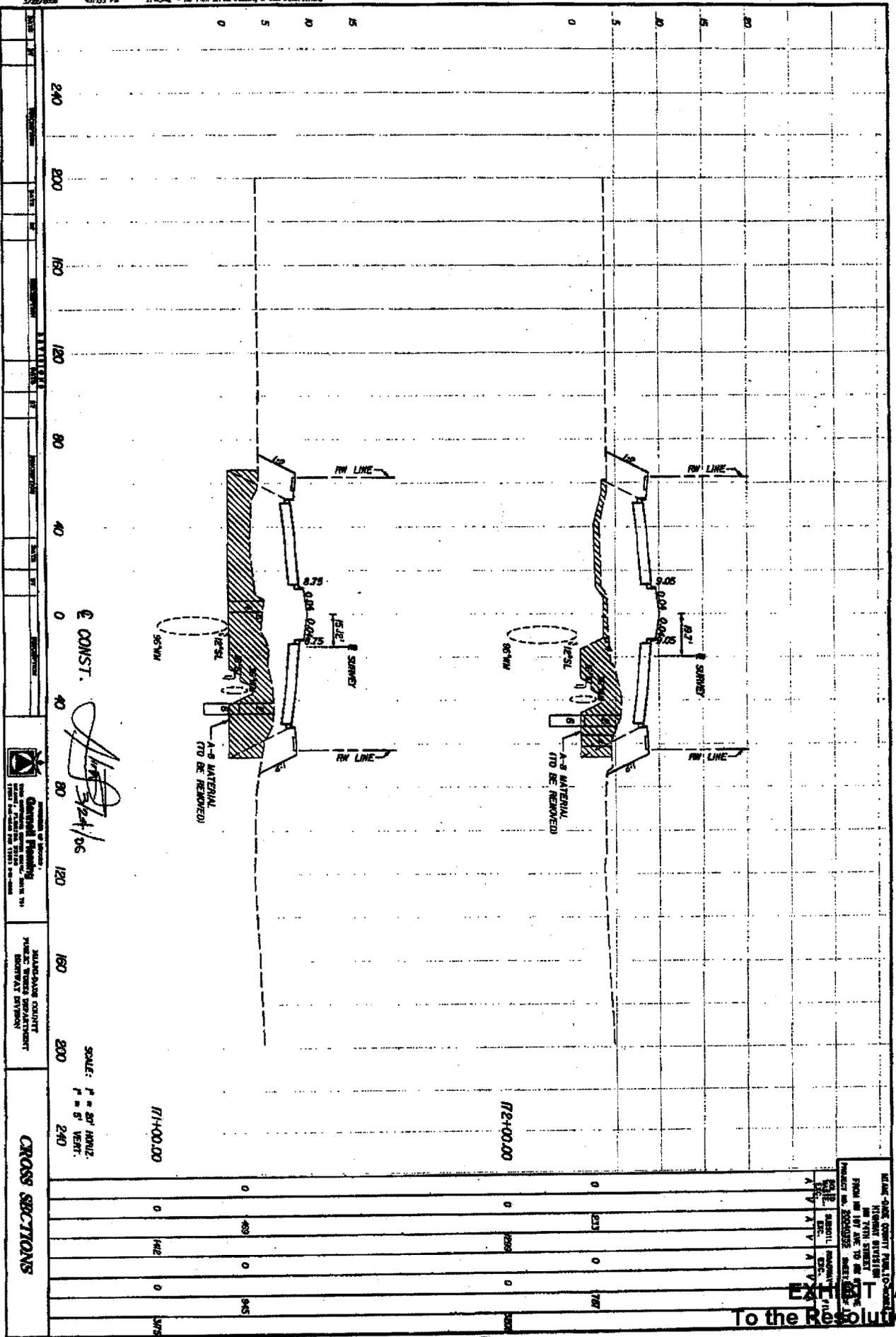
MADRID COUNTY
 PUBLIC WORKS DEPARTMENT
 DEPARTMENT STATION

SCALE: H = 30' HORIZ.
 V = 5' VERT.

CROSS SECTIONS

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| 64+00.00 | 0 | 1785 | 0 | 0 | 0 |

EXHIBIT 'A'
 To the Resolution





 State of California

 Professional Engineer

 License No. 12345

 J. S. [unclear]

STATE OF CALIFORNIA

 PUBLIC WORKS DEPARTMENT

 HIGHWAY DIVISION

CROSS SECTIONS

SCALE: 1" = 30' HORIZ.

 1" = 5' VERT.

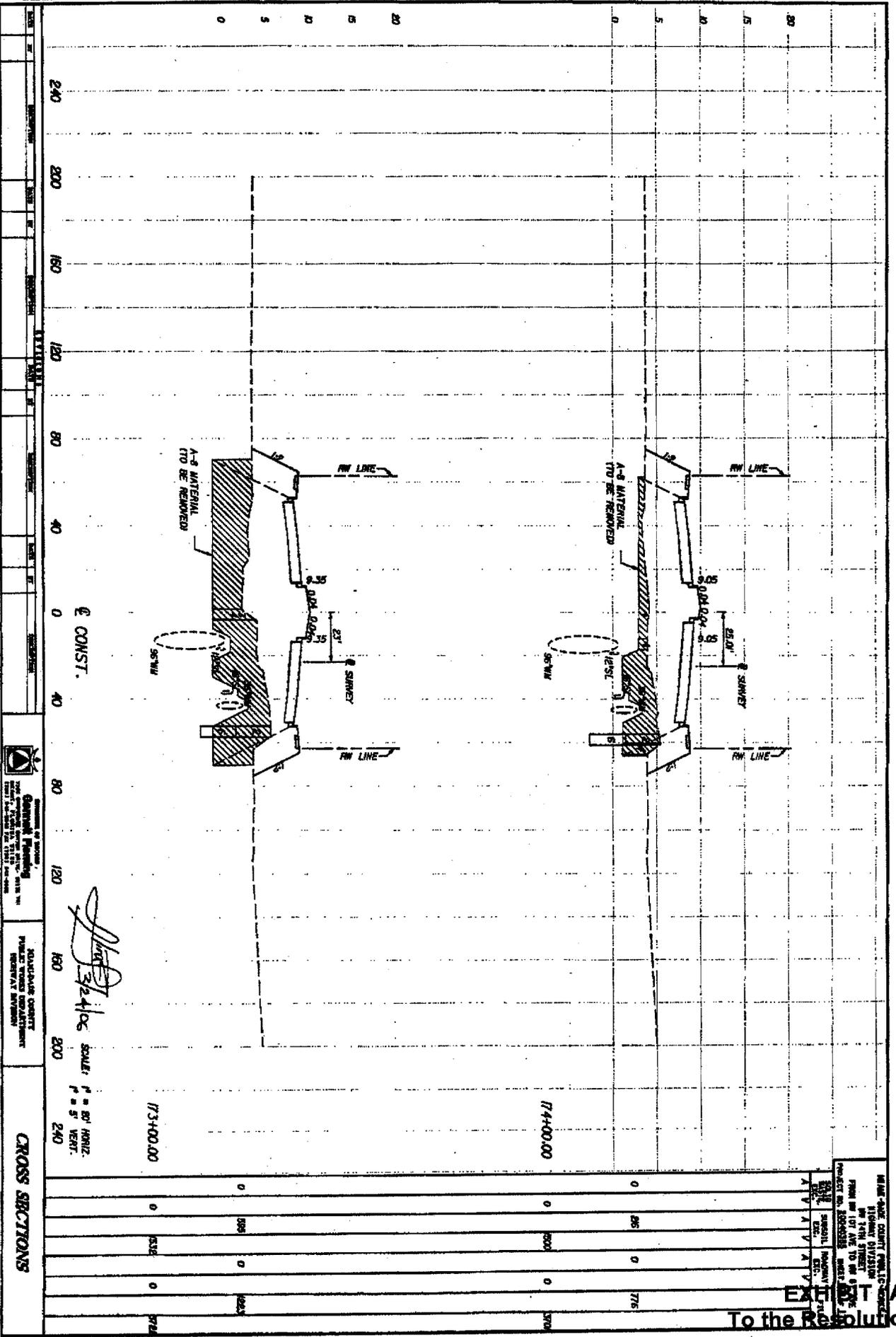
 240

| STATION | ELEVATION | REMARKS |
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| 80 | 80 | |
| 120 | 120 | |
| 160 | 160 | |
| 200 | 200 | |
| 240 | 240 | |

EXHIBIT A

 To the Resolution

45





 State of Oregon

 Licensed Professional Engineer

 License No. 12345

 Exp. 12/31/2024

BOARD OF COUNTY

 PUBLIC WORKS DEPARTMENT

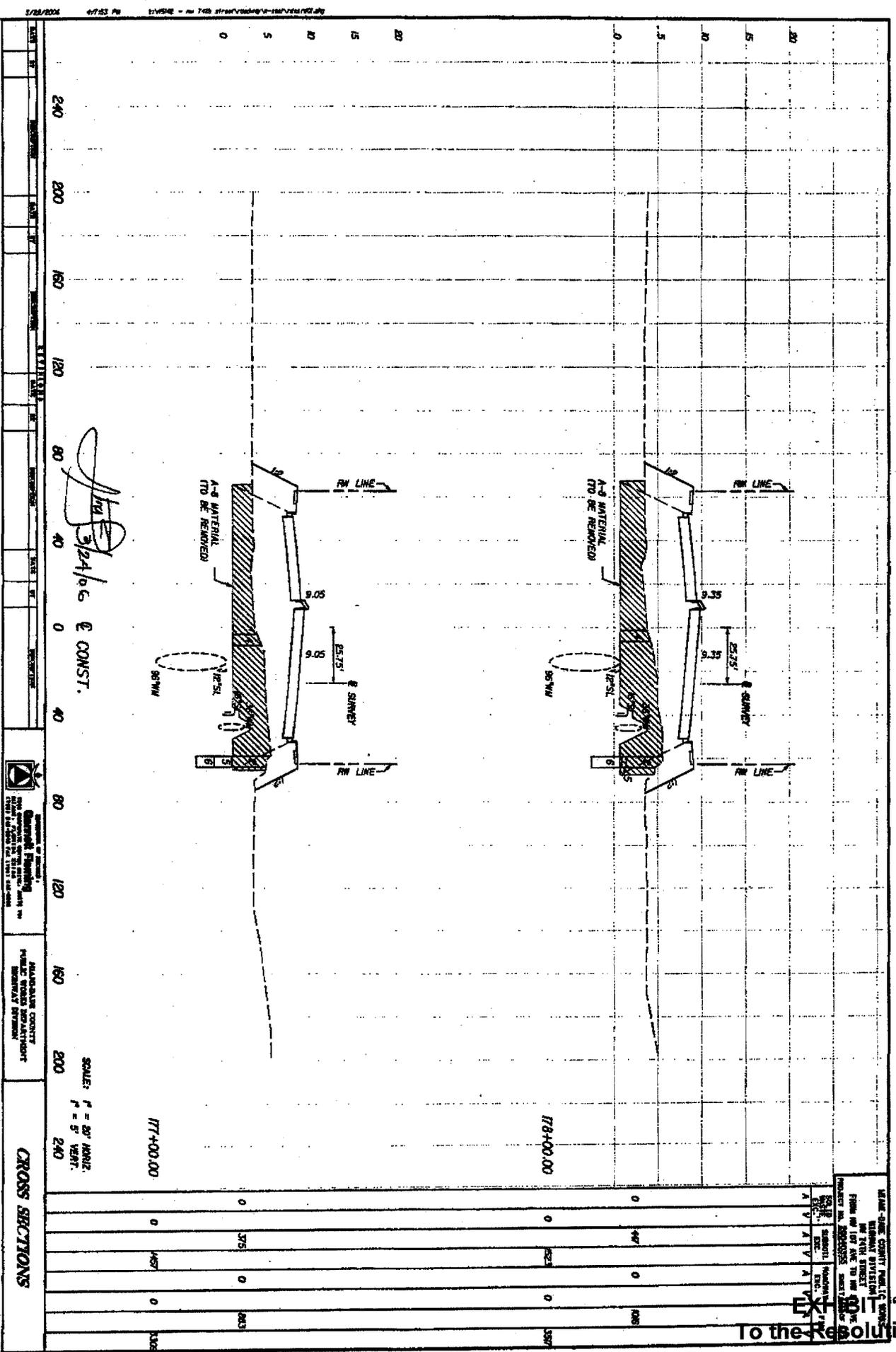
 1000 NE 10TH AVENUE

 SEASIDE, OREGON 97138

CROSS SECTIONS

| STATION | DATE | BY | CHKD | APP'D | REVISION |
|-----------|------|----|------|-------|----------|
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| 7+3+00.00 | 0 | 0 | 0 | 0 | 0 |

EXHIBIT A
 To the Resolution



Handwritten: 3/24/06 @ CONST.
 3/24/06 @ CONST.

GEOTECHNICAL ENGINEERING
 1000 W. 10TH ST. SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1111 FAX: 303.733.1112

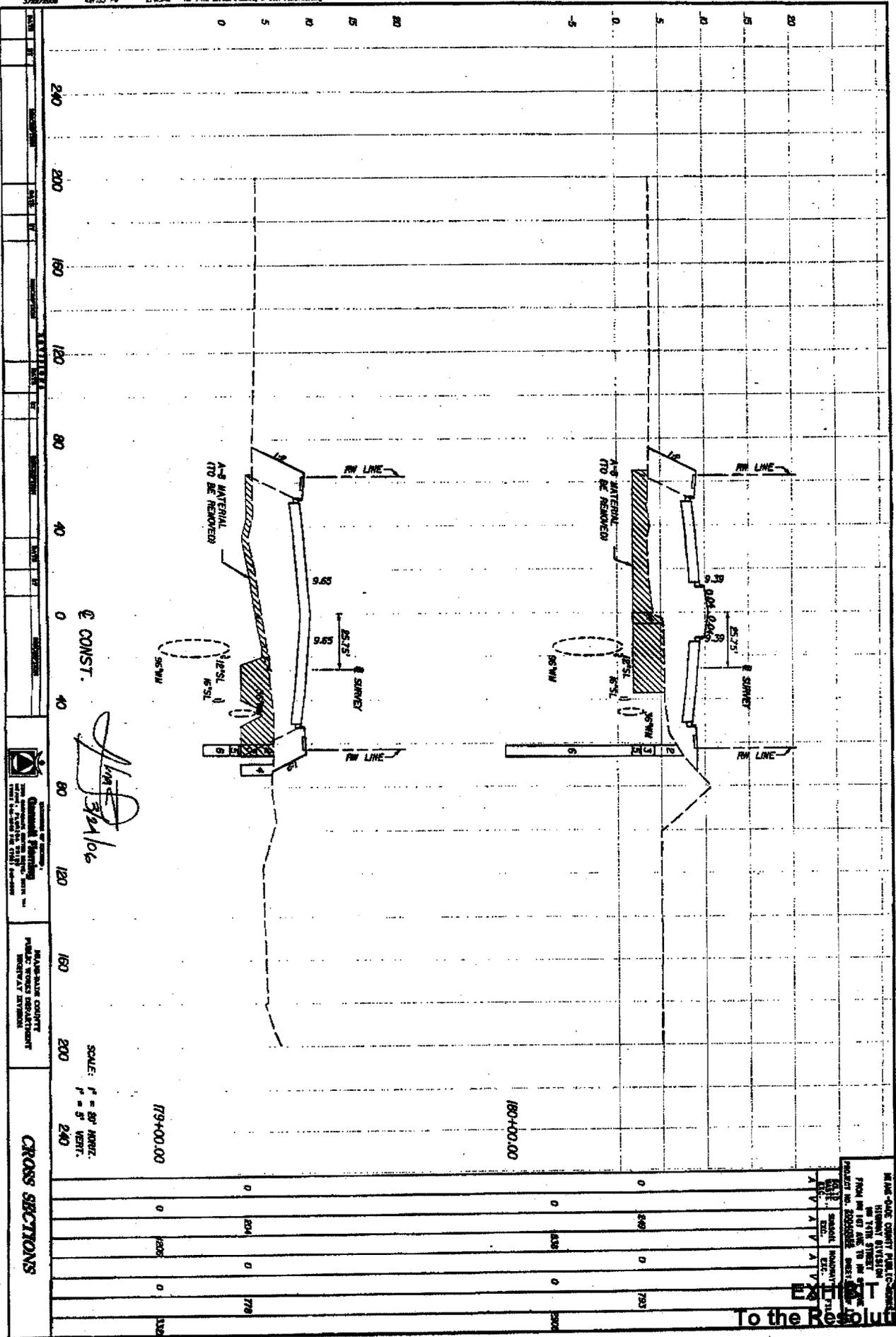
MISSOURI COUNTY
 PUBLIC WORKS DEPARTMENT
 HIGHWAY DIVISION

CROSS SECTIONS

SCALE: H = 8" HORIZ.
 V = 5" VERT.
 240

| NO. | DATE | BY | CHECKED | DESCRIPTION |
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MISSOURI COUNTY PUBLIC WORKS
 HIGHWAY DIVISION
 PROJECT NO. 0000000000
 SHEET NO. 0000000000
 DATE: 03/24/06



General Planning
Public Works Department
City of Chicago

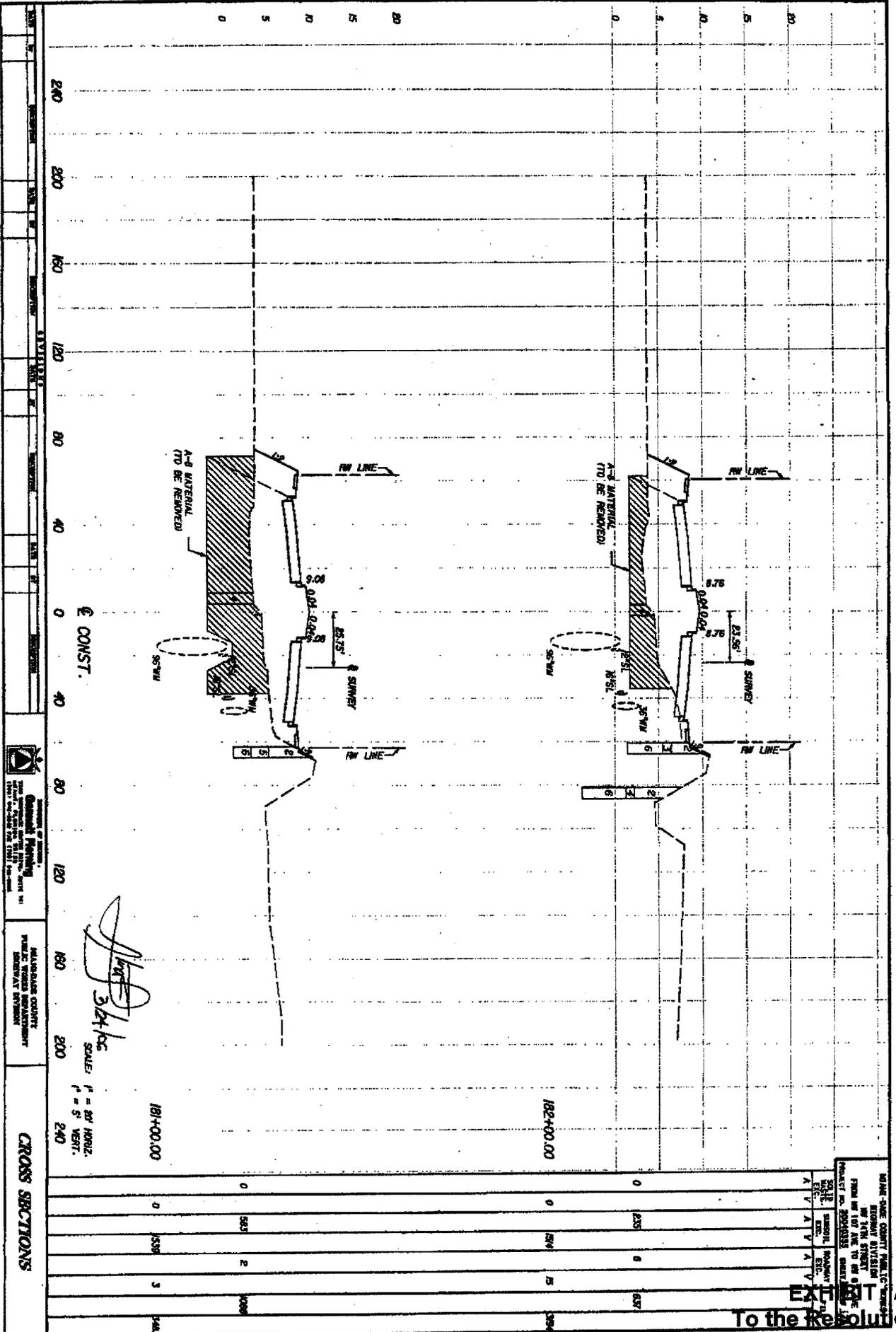
MAINTENANCE DIVISION
PUBLIC WORKS DEPARTMENT
CITY OF CHICAGO

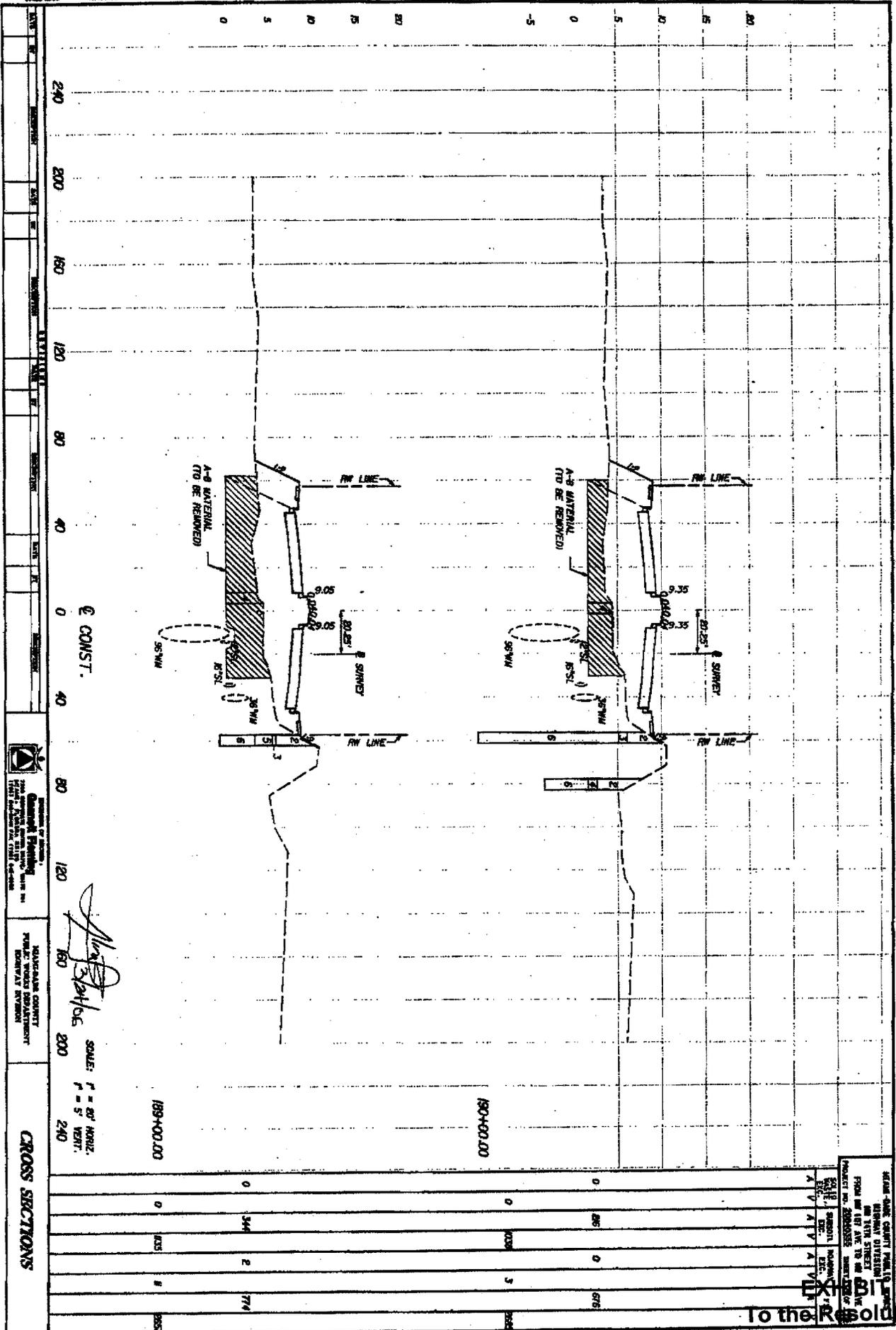
CROSS SECTIONS

SCALE: 1" = 30' HORIZ.
1" = 5' VERT.

John Spalio

EXT. 1011A
To the Resolutor





MICHIGAN COUNTY
PUBLIC WORKS DEPARTMENT
DORAVAY DIVISION

CROSS SECTIONS

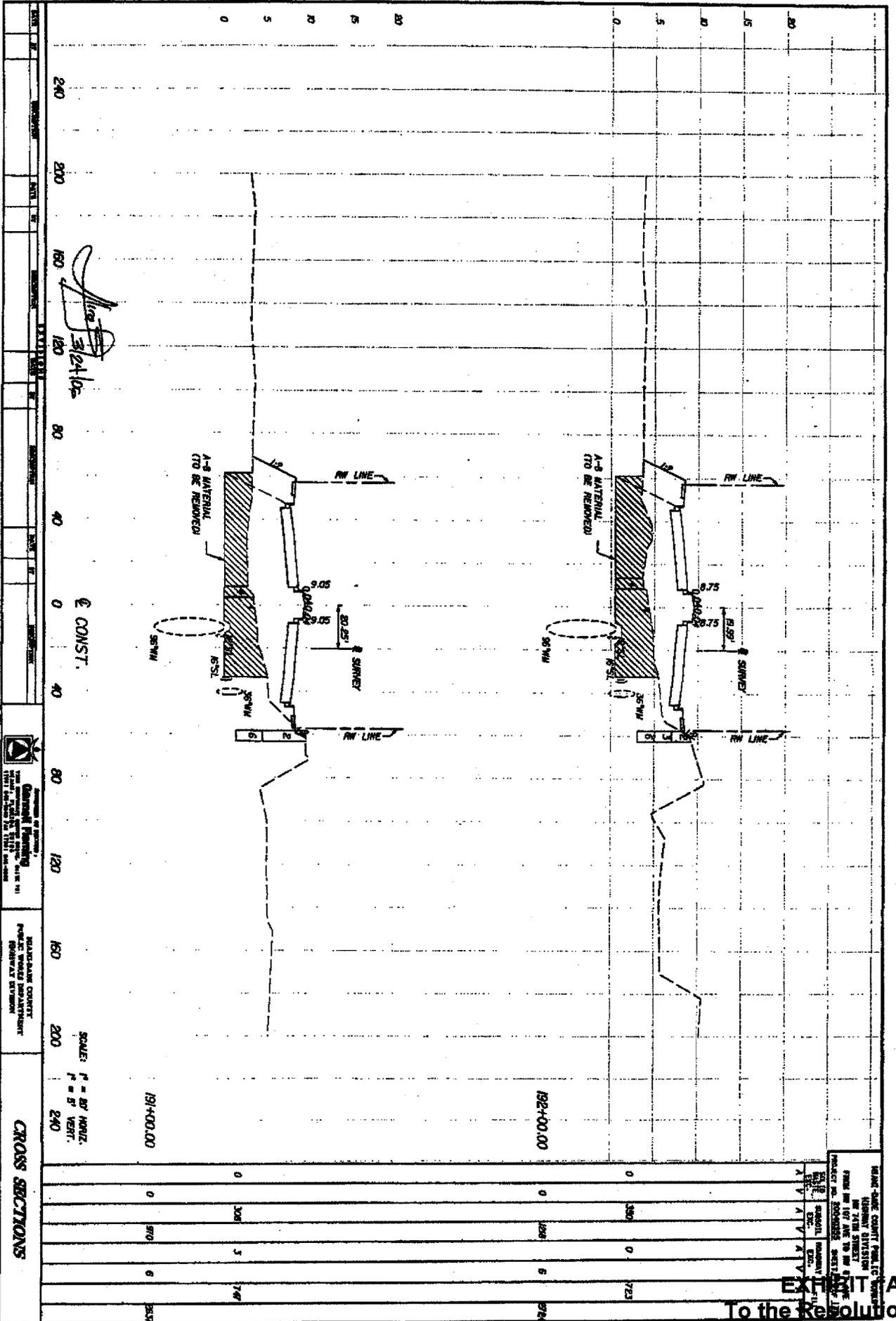
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| 2 | V | 1/22/04 | MJS | | |
| 3 | A | 1/22/04 | MJS | | |
| 4 | V | 1/22/04 | MJS | | |
| 5 | A | 1/22/04 | MJS | | |
| 6 | V | 1/22/04 | MJS | | |

MICHIGAN COUNTY PUBLIC WORKS DEPARTMENT
DORAVAY DIVISION
1891400.00
PROJECT NO. 2003-0001
DATE: 1/22/04
BY: MJS
CHKD.:
APP'D.:

54

BIT "A"
To the Resolution



| STATION | SECTION | DATE | BY | REVISION | DATE | BY | REVISION |
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| 191+00.00 | 100 | | | | | | |

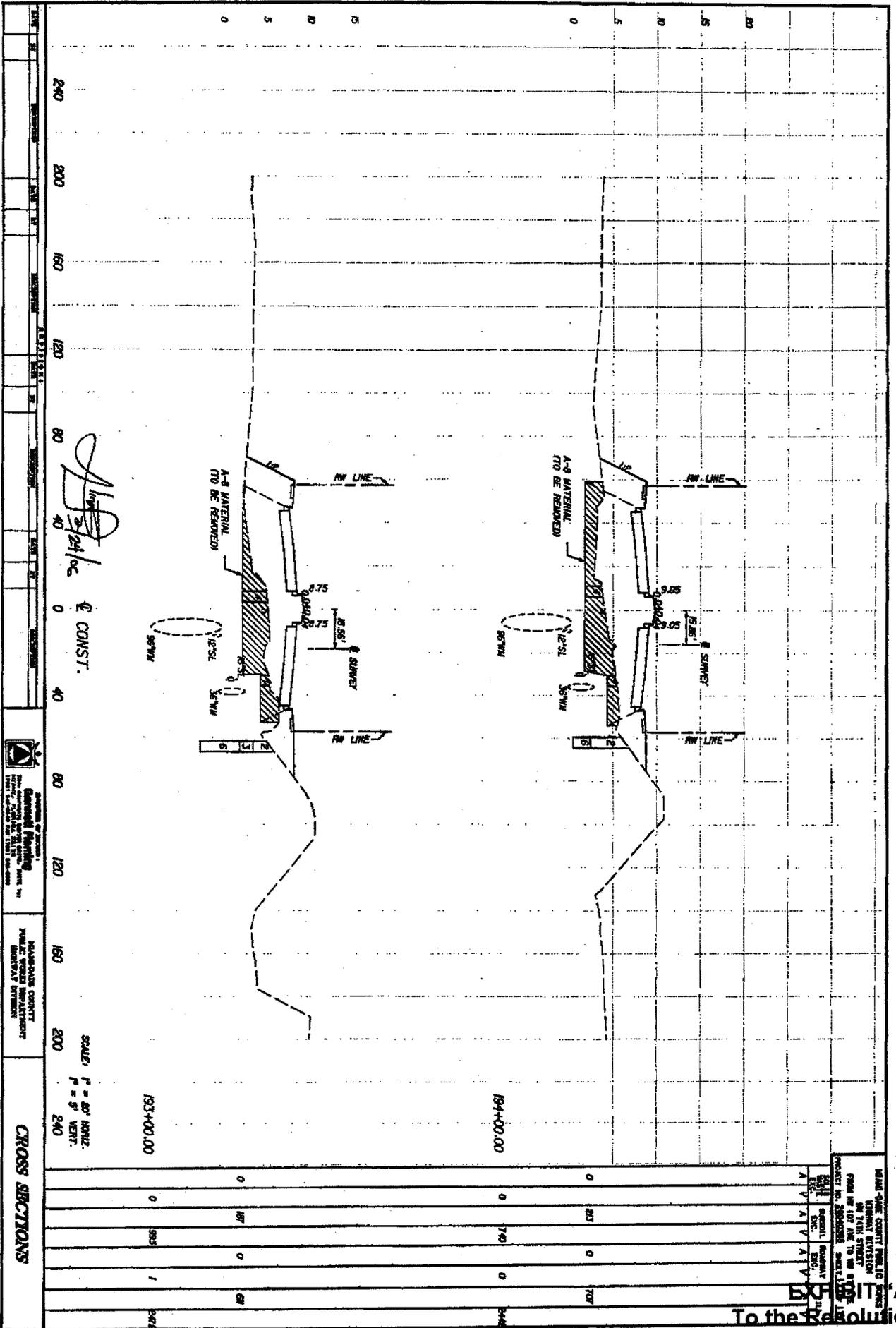
General Planning
 PUBLIC WORKS DEPARTMENT
 BUREAU OF HIGHWAYS
 191+00.00 TO 192+00.00

SCALE: H = 80' HORIZ.
 V = 5' VERT.

CROSS SECTIONS

EXHIBIT 'A'
 To the Resolutor

55



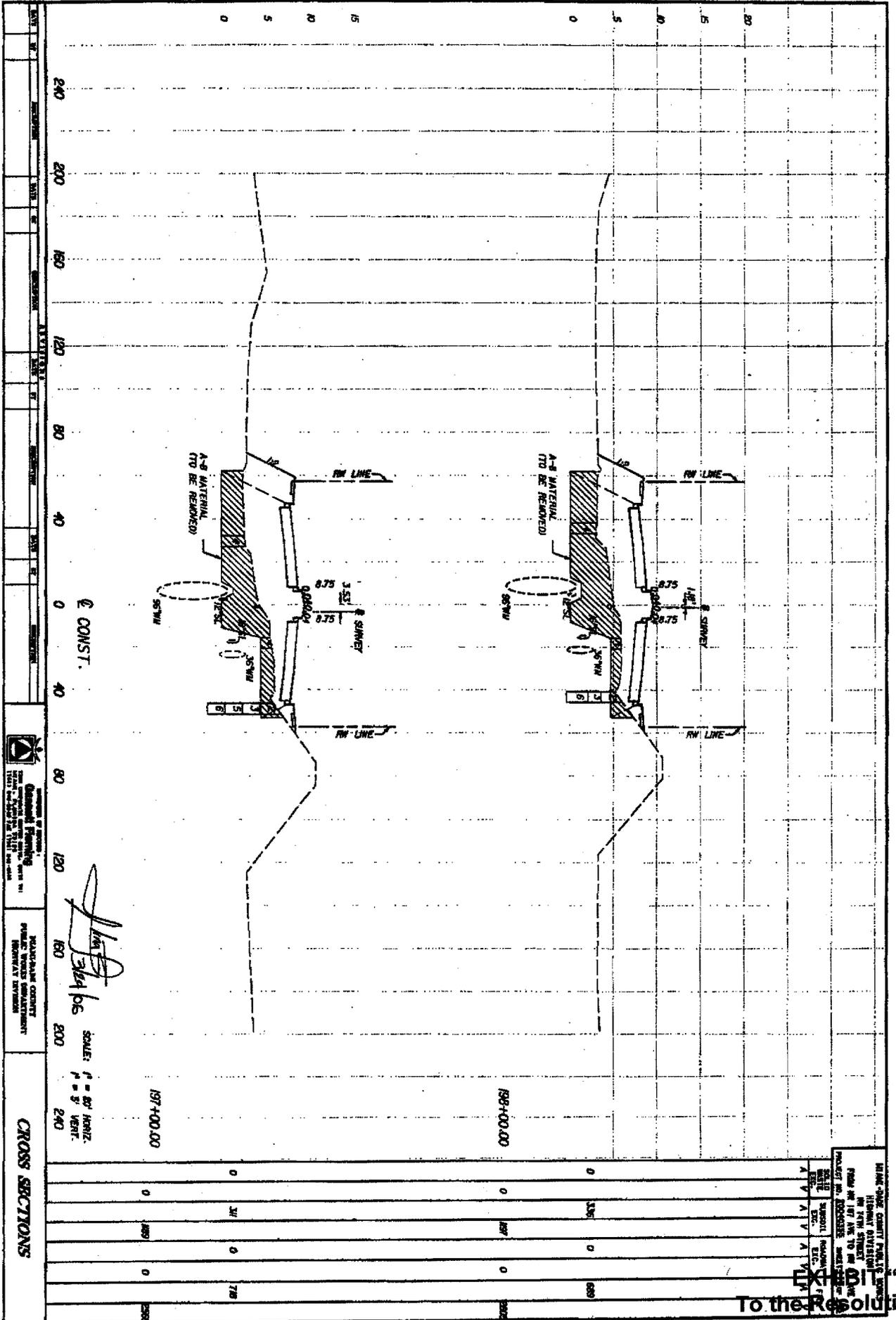
General Planning
 10000 13th Street, Suite 100
 Dallas, Texas 75244-1111
 Phone: 972-440-1111
 Fax: 972-440-1112

DALLAS COUNTY
 PUBLIC WORKS DEPARTMENT
 ROADWAY DIVISION

CROSS SECTIONS

| STATION | 193+00.00 | 194+00.00 |
|---------|-----------|-----------|
| 0 | 0 | 0 |
| 5 | 0 | 0 |
| 10 | 0 | 0 |
| 15 | 0 | 0 |
| 20 | 0 | 0 |
| 25 | 0 | 0 |
| 30 | 0 | 0 |
| 35 | 0 | 0 |
| 40 | 0 | 0 |
| 45 | 0 | 0 |
| 50 | 0 | 0 |
| 55 | 0 | 0 |
| 60 | 0 | 0 |
| 65 | 0 | 0 |
| 70 | 0 | 0 |
| 75 | 0 | 0 |
| 80 | 0 | 0 |
| 85 | 0 | 0 |
| 90 | 0 | 0 |
| 95 | 0 | 0 |
| 100 | 0 | 0 |
| 105 | 0 | 0 |
| 110 | 0 | 0 |
| 115 | 0 | 0 |
| 120 | 0 | 0 |
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| 205 | 0 | 0 |
| 210 | 0 | 0 |
| 215 | 0 | 0 |
| 220 | 0 | 0 |
| 225 | 0 | 0 |
| 230 | 0 | 0 |
| 235 | 0 | 0 |
| 240 | 0 | 0 |

EXHIBIT 'A'
 To the Resolution



| | | | | | | | |
|-----|-------------|-----|-------------|-----|-------------|-----|-------------|
| NO. | DESCRIPTION | NO. | DESCRIPTION | NO. | DESCRIPTION | NO. | DESCRIPTION |
| 1 | FOUNDATION | 11 | ROOF | 21 | WALL | 31 | FLOOR |
| 2 | FOUNDATION | 12 | ROOF | 22 | WALL | 32 | FLOOR |
| 3 | FOUNDATION | 13 | ROOF | 23 | WALL | 33 | FLOOR |
| 4 | FOUNDATION | 14 | ROOF | 24 | WALL | 34 | FLOOR |
| 5 | FOUNDATION | 15 | ROOF | 25 | WALL | 35 | FLOOR |
| 6 | FOUNDATION | 16 | ROOF | 26 | WALL | 36 | FLOOR |
| 7 | FOUNDATION | 17 | ROOF | 27 | WALL | 37 | FLOOR |
| 8 | FOUNDATION | 18 | ROOF | 28 | WALL | 38 | FLOOR |
| 9 | FOUNDATION | 19 | ROOF | 29 | WALL | 39 | FLOOR |
| 10 | FOUNDATION | 20 | ROOF | 30 | WALL | 40 | FLOOR |

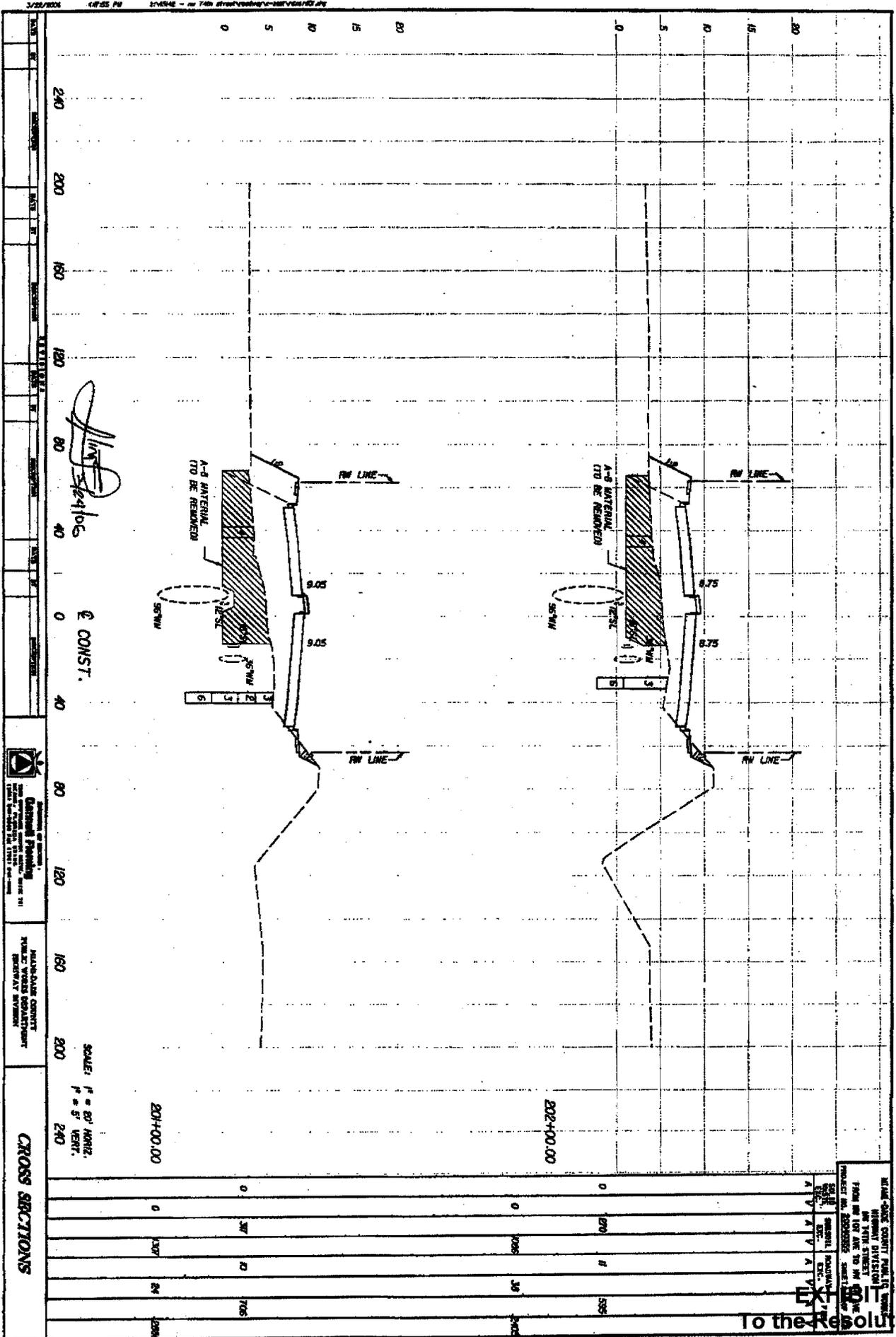


STATE OF FLORIDA
 PUBLIC WORKS DEPARTMENT
 INVENTIVE DIVISION

CROSS SECTIONS

| NO. | DESCRIPTION | NO. | DESCRIPTION | NO. | DESCRIPTION | NO. | DESCRIPTION |
|-----|-------------|-----|-------------|-----|-------------|-----|-------------|
| 1 | FOUNDATION | 11 | ROOF | 21 | WALL | 31 | FLOOR |
| 2 | FOUNDATION | 12 | ROOF | 22 | WALL | 32 | FLOOR |
| 3 | FOUNDATION | 13 | ROOF | 23 | WALL | 33 | FLOOR |
| 4 | FOUNDATION | 14 | ROOF | 24 | WALL | 34 | FLOOR |
| 5 | FOUNDATION | 15 | ROOF | 25 | WALL | 35 | FLOOR |
| 6 | FOUNDATION | 16 | ROOF | 26 | WALL | 36 | FLOOR |
| 7 | FOUNDATION | 17 | ROOF | 27 | WALL | 37 | FLOOR |
| 8 | FOUNDATION | 18 | ROOF | 28 | WALL | 38 | FLOOR |
| 9 | FOUNDATION | 19 | ROOF | 29 | WALL | 39 | FLOOR |
| 10 | FOUNDATION | 20 | ROOF | 30 | WALL | 40 | FLOOR |

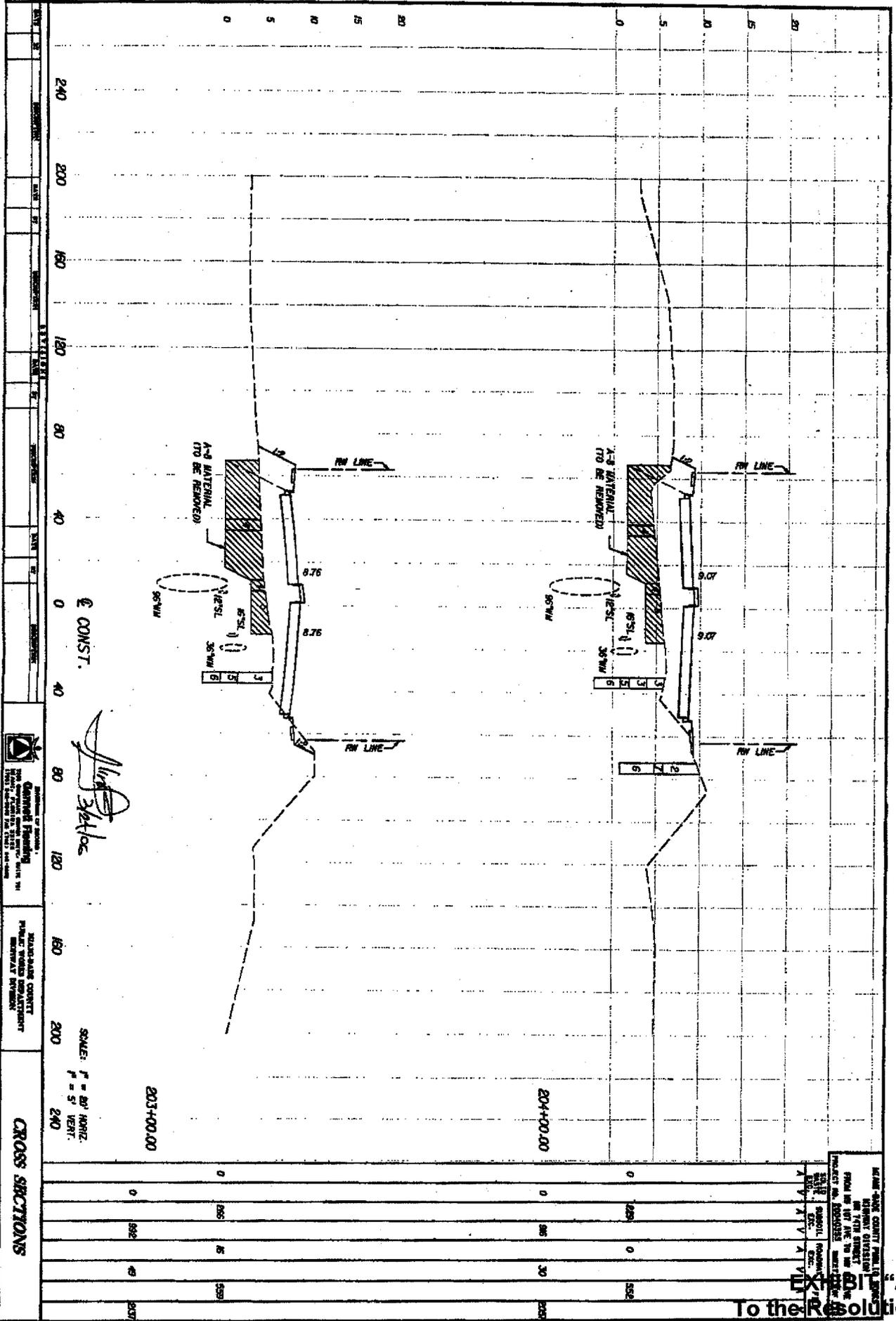
100% TO THE RESOLUTION



240 200 160 120 80 0 40 80 120 160 200 240
 DATE: 11/11/11
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO. 2010-00-00
 SHEET NO. 101
 SCALE: 1" = 30' HORIZ.
 1" = 3' VERT.
 CROSS SECTIONS

| STATION | WIDTH | DEPTH | REMARKS |
|-----------|-------|-------|----------------------------|
| 202+00.00 | 12' | 8.75' | A-B MATERIAL TO BE REMOVED |
| 201+00.00 | 12' | 9.05' | A-B MATERIAL TO BE REMOVED |

EXHIBIT 'A'
 To the Resolution



Handwritten signature

SCALE: 1" = 20' HORIZ.
1" = 5' VERT.

REGISTERED PROFESSIONAL ENGINEER
STATE OF TEXAS
NO. 12345
DATE: 3/22/06

BOARDING CONSENT
PUBLIC WORKS DEPARTMENT
MUNICIPAL ENGINEER

CROSS SECTIONS

| NO. | DATE | BY | DESCRIPTION |
|-----|---------|-----|--------------------|
| 1 | 3/22/06 | ADW | ISSUED FOR PERMITS |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

To the Resolution

61

Parcel 5n
(Fee Simple)

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the Southwest Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the west line of said Section 8 as measured at right angles thereto, also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence N01°43'29"W along a line 40.00 feet east of the west line of said Section 8 for 730.21 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 7.45 feet; thence S03°11'19"E for 158.71 feet; thence S01°43'29"E parallel with and 51.50 feet east of said west line of Section 8 for 451.08 feet to a point of curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 40.00 feet through a central angle of 88°37'06" for an arc distance of 61.87 feet to a point of tangency with a line being 81.50 feet north of the south line of said Section 8; thence N89°39'25"E parallel with said south line of Section 8 for 285.84 feet; thence S77°56'08"E for 51.20 feet; thence N89°39'25"E parallel with and 70.50 feet north of said south line of Section 8 for 858.83 feet; thence S89°05'54"E for 138.10 feet to a non-tangential point of intersection with a circular curve concave northwesterly having a radial bearing N00°20'39"W from said point; thence southeasterly along the arc of said curve to the left having a radius of 7737.25 feet through a central angle of 02°58'20" for an arc distance of 401.37 feet to a point of reverse curvature; thence northeasterly along the arc of a circular curve to the right having a radius of 7863.07 feet through a central angle of 02°58'24" for an arc distance of 408.05 feet to a point of tangency with line being 88.50 feet northerly of the said south line of Section 8; thence N89°39'25"E parallel with said south line of said Section 8 for 592.70 feet; thence S87°49'35"E for 250.53 feet to a point being 77.50 feet north of said south line of said Section 8; thence N89°39'25"E parallel with the south line of said Section 8 for 785.57 feet to a point of curvature with a circular curve concave southwesterly; thence southeasterly along the arc of said curve to the right having a radius of 7957.25 feet through a central angle of 02°54'04" for an arc distance of 402.91 feet to a point of reverse curvature with a circular curve concave northeasterly; thence

EXHIBIT "B"
To the Resolution

63

southeasterly along the arc of said curve to the left, having a radius of 7843.50 feet through a central angle of $01^{\circ}59'19''$ for an arc distance of 272.23 feet to a non-tangential point of intersection with a line being 58.24 feet north of the south line of said Section 8 as measured at right angles thereto; thence $N88^{\circ}51'00''E$ for 337.61 feet to a point being 63.00 feet north of the south line of said Section 8 as measured at right angles thereto; thence $N89^{\circ}39'25''E$ parallel with and 63.00 feet north of said south line of Section 8 for 312.57 feet to a point of curvature with a circular curve concave northwesterly; thence northeasterly along the arc of said curve to the left having a radius of 40.00 feet through a central angle of $91^{\circ}23'50''$ for an arc length of 63.81 feet to a point of tangency with a line being 40.00 feet west of the east line of said Section 8 as measured at right angles thereto; thence $N88^{\circ}15'35''E$ for 40.00 feet to a point of intersection with said east line of Section 8; thence $S01^{\circ}44'25''E$ along said east line of Section 8 for 104.98 feet to the Southeast corner of said Section 8; thence $S89^{\circ}39'25''W$ along the south line of said Section 8 for 2633.21 feet to the Southwest Corner of the Southeast 1/4 of said Section 8; thence $S89^{\circ}39'25''W$ along the south line of said Section 8 for 2593.20 feet to the POINT OF BEGINNING.

LESS

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the SE Corner of said Section 8; thence $S89^{\circ}39'25''W$ along the south line of said Section 8 for 1080.49 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue $S89^{\circ}39'25''W$ along the south line of said Section 8 for 100.00 feet; thence $N01^{\circ}44'24''W$ for 74.34 feet to a point of intersection with a circular curve concave southerly whose radius point bears $S01^{\circ}16'43''W$ from said point; thence easterly to the right along the arc of said curve having a radius of 7957.25 feet through a central angle of $00^{\circ}43'16''$ for an arc distance of 100.15 feet; thence $S01^{\circ}44'24''E$ for 70.87 feet to the POINT OF BEGINNING.

EXHIBIT "B"
To the Resolution

64

Parcel 5n T.C.E.
(Temporary Construction Easement)

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the Southwest Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the west line of said Section 8 as measured at right angles thereto; thence N01°43'29"W along a line 40.00 feet east of the west line of said Section 8 for 730.21 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 7.45 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence S03°11'19"E for 158.71 feet; thence S01°43'29"E parallel with and 51.50 feet east of said west line of Section 8 for 451.08 feet to a point of curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 40.00 feet through a central angle of 88°37'06" for an arc distance of 61.87 feet to a point of tangency with a line being 81.50 feet north of the south line of said Section 8; thence N89°39'25"E parallel with said south line of Section 8 for 285.84 feet; thence S77°56'08"E for 51.20 feet; thence N89°39'25"E parallel with and 70.50 feet north of said south line of Section 8 for 858.83 feet; thence S89°05'54"E for 138.10 feet to a non-tangential point of intersection with a circular curve concave northwesterly having a radial bearing N00°20'39"W from said point; thence southeasterly along the arc of said curve to the left having a radius of 7737.25 feet through a central angle of 02°58'20" for an arc distance of 401.37 feet to a point of reverse curvature; thence northeasterly along the arc of a circular curve to the right having a radius of 7863.07 feet through a central angle of 02°58'24" for an arc distance of 408.05 feet to a point of tangency with line being 88.50 feet northerly of the said south line of Section 8; thence N89°39'25"E parallel with said south line of said Section 8 for 592.70 feet; thence S87°49'35"E for 250.53 feet to a point being 77.50 feet north of said south line of said Section 8; thence N89°39'25"E parallel with the south line of said Section 8 for 785.57 feet to a point of curvature with a circular curve concave southwesterly; thence southeasterly along the arc of said curve to the right having a radius of 7957.25 feet through a central angle of 02°54'04" for an arc distance of 402.91 feet to a point of reverse curvature with a circular curve concave northeasterly; thence

EXHIBIT "B"
To the Resolution

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southeasterly along the arc of said curve to the left, having a radius of 7843.50 feet through a central angle of 01°59'19" for an arc distance of 272.23 feet to a non-tangential point of intersection with a line being 58.24 feet north of the south line of said Section 8 as measured at right angles thereto; thence N88°51'00"E for 337.61 feet to a point being 63.00 feet north of the south line of said Section 8 as measured at right angles thereto; thence N89°39'25"E parallel with and 63.00 feet north of said south line of Section 8 for 312.57 feet to a point of curvature with a circular curve concave northwesterly; thence northeasterly along the arc of said curve to the left having a radius of 40.00 feet through a central angle of 91°23'50" for an arc length of 63.81 feet to a point of tangency with a line being 40.00 feet west of the east line of said Section 8 as measured at right angles thereto; thence N88°15'35"E for 40.00 feet to a point of intersection with said east line of Section 8; thence N01°44'25"W along said east line of Section 8 for 11.62 feet; thence S88°15'25"W for 46.58 feet; thence S66°38'40"W for 98.30 feet; thence S89°39'25"W for 700.00 feet; thence N88°09'35"W for 400.29 feet; thence S89°39'25"W for 949.76 feet; thence N87°42'56"W for 250.87 feet; thence S89°39'25"W for 768.24 feet; thence S86°51'18"W for 383.58 feet; thence S89°39'25"W for 1246.97 feet; thence N77°55'59"W for 41.88 feet; thence S89°39'25"W for 302.66 feet; thence N60°57'10"W for 25.05 feet; thence N05°43'44"W for 100.24 feet; thence N01°43'29"W for 400.00 feet; thence N03°49'29"W for 124.25 feet; thence S89°39'25"W for 6.00 feet to the POINT OF BEGINNING.

LESS

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the SE Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 1180.49 feet; thence N01°44'24"W for 74.34 feet to the POINT OF BEGINNING of the hereinafter described parcel of land, said point being also a point of intersection with a circular curve concave southerly whose radius point bears S01°16'43"W from said point; thence easterly to the right along the arc of said curve having a radius of 7957.25 feet through a central angle of 00°43'16" for an arc distance of 100.15 feet; thence N01°44'24"W for 15.41 feet; thence N88°09'35"W for 100.17 feet; thence S01°44'24"E for 15.76 feet to the POINT OF BEGINNING.

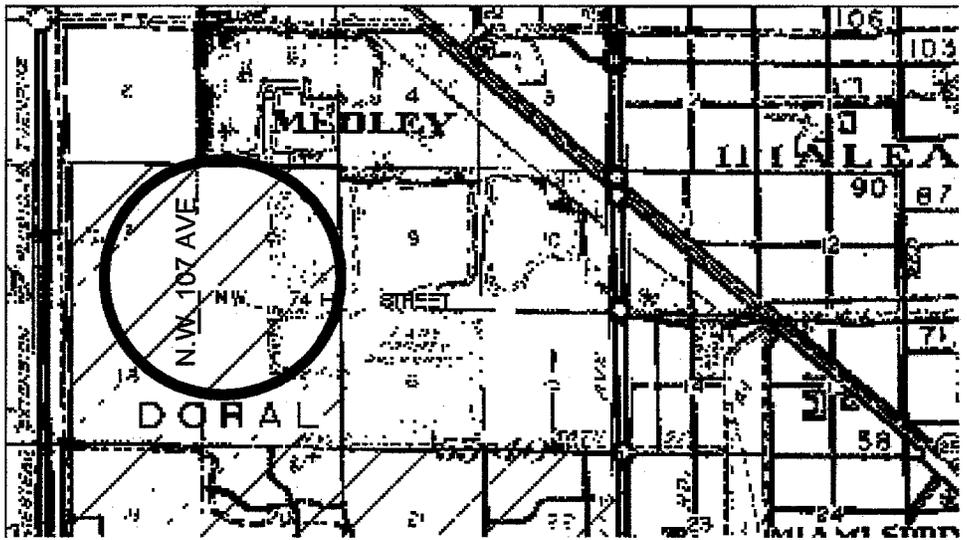
EXHIBIT "B"
To the Resolution

66

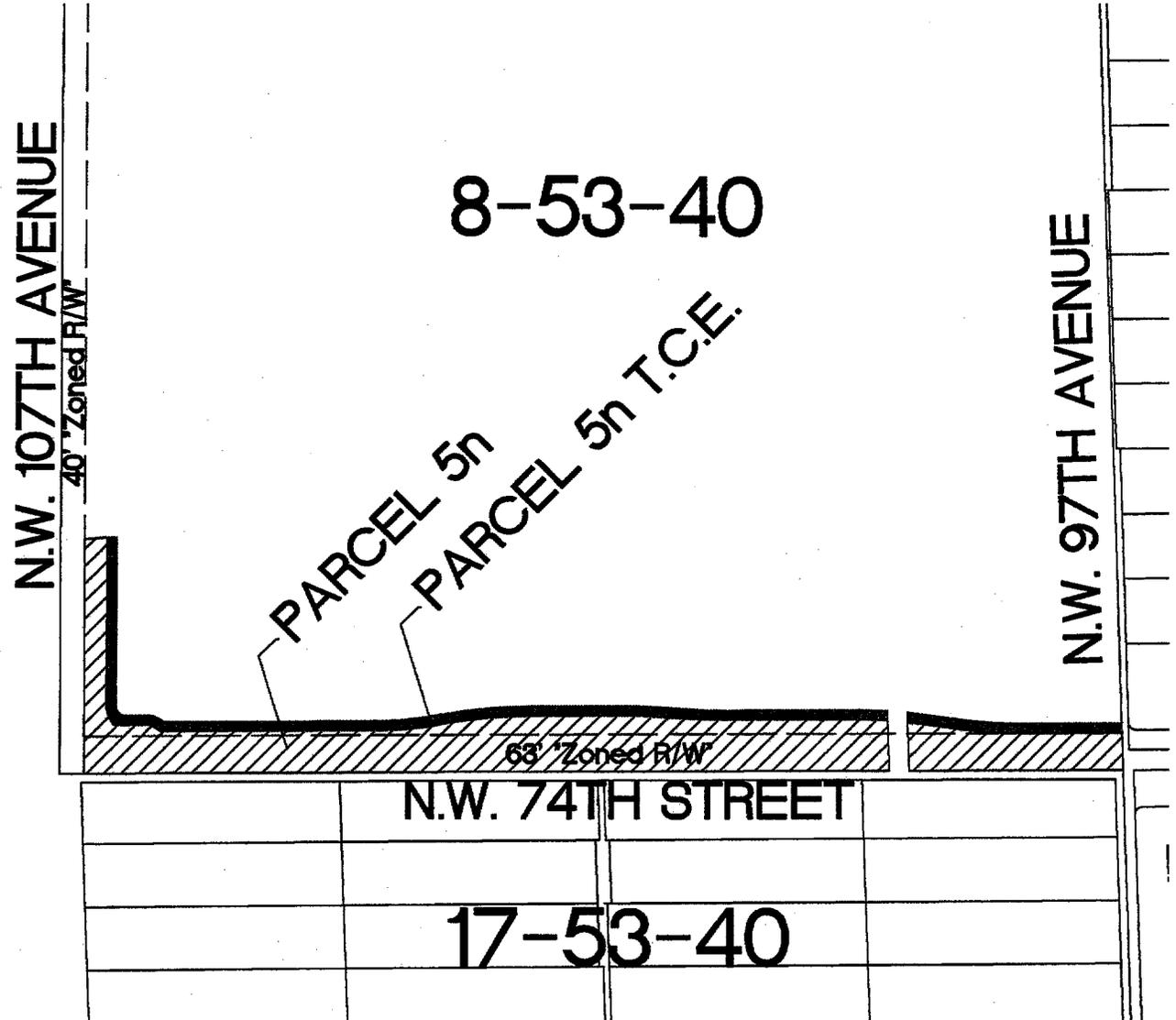
SEC. 8
TWP. 53
RNG. 40



NOT TO SCALE



LOCATION MAP



NOT TO SCALE (SCALE EXAGGERATED FOR DISPLAY) NOT A SURVEY

- = TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)
- ▨ = 9.015 ACRES of RIGHT OF WAY TO BE ACQUIRED FEE SIMPLE (1.63 Acres outside Zoned R/W)
- = ZONED R/W LINE

EXHIBIT "C"
To the Resolution 67