Memorandum

MIAMI-DADE COUNTY

Date:	March 4, 2008	Agenda Item No. 8(J)(1)(A)
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners	
From:	George M. Burgess County Manager	
Subject:	Resolution Authorizing the Execution of a Crosseasement Agreement Between Miami-Dade County and GC Homes, Inc. for the Development of a Pedestrian and Vehicular Ingress and Egress Near the Douglas Metrorail Station	

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of a Crosseasement Agreement between Miami-Dade County ("the County") and GC Homes, Inc. ("the Developer") for the development of a pedestrian and vehicular ingress and egress near the Douglas Metrorail Station. It is further recommended that the Board authorize the County Mayor, or his designee, to execute the agreement.

SCOPE

While this project is physically located in Commission District 7, the impact of the project would benefit public transit users and is, therefore, countywide.

FISCAL IMPACT/FUNDING SOURCE

This item has no fiscal impact. However, the County may realize additional revenues due to increased ridership, as a result of a future adjacent development and the construction of an entrance, which would be created on US1 at the Douglas Road Metrorail Station.

TRACK RECORD/MONITOR

This Developer has not previously entered into any agreements with Miami-Dade County. The Project Manager for this agreement is Ed Hernandez, Office of Joint Development & Leasing, Miami-Dade Transit.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor or designee to execute and terminate the agreement.

BACKGROUND

On June 2006, GC Homes, Inc. approached Miami-Dade Transit (MDT) with the proposition of a Crosseasement they wished to make on Douglas Road Metrorail property as part of their project and for the mutual benefit of the County and GC Homes, Inc. Since the Developer's parcel is contiguous to the Douglas Station, the Developer desires to obtain certain easements rights over MDT's parking areas to the west of their property in order to create better pedestrian and vehicular ingress and egress into a future commercial project planned by the Developer.

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Additionally, the Developer is proposing to construct, at its sole cost and expense, a paved round-a-bout driveway and water fountain feature, which would be placed between the two parcels for the common use and benefit of the County and the Developer. This Crosseasement agreement not only memorializes such cross access easement rights, but also creates an obligation on the Developer and future condominium association, to maintain such easement areas and improvements, at its sole cost and expense. This agreement is contingent on the Florida Department of Transportation (FDOT) granting the Developer authorization to construct an entrance from US1 into their property, as well as the Douglas Road Station, as part of their overall project. If FDOT does not grant the entrance on US1 then this Crosseasement Agreement becomes null and void.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: March 4, 2008

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

SUBJECT: Agenda Item No. 8(J)(1)(A)

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
Veto _____
Override _____

Agenda Item No. 8(J)(1)(A)
03-04-08

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A CROSSEASEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND GC HOMES, INC.; AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXERCISE ALL THE PROVISIONS THEREIN

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 authorizes the County Mayor or his designee to execute a Crosseasement Agreement between Miami-Dade County and GC Homes, Inc. in substantially the form attached hereto and to exercise all provisions therein.

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
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 4th day of March, 2008. This resolution shall become effective 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.

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

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

BEN SOLOMON, ESQ.
SOLOMON & FURSHMAN, LLP
1666 KENNEDY CAUSEWAY, SUITE 302
NORTH BAY VILLAGE, FLORIDA 33141

CROSS ACCESS EASEMENT AND MAINTENANCE AGREEMENT

THIS CROSS ACCESS EASEMENT AND MAINTENANCE AGREEMENT (this "**Agreement**") is made as of the 21st day of January 2008 by and between G.C. HOMES, INC., a Florida corporation ("**GC**") and MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("**MDC**"), and joined by U.S. 1 of Coral Gables Commercial Condominium Association, Inc. GC and MDC shall hereafter each be referred to as a "**Party**" or collectively as the "**Parties**."

RECITALS:

A. GC owns that certain parcel of land in Miami-Dade County as more particularly described on **Exhibit A** of this Agreement (the "**GC Property**") and plans to construct an office condominium building (the "**Condominium**") on the GC Property.

B. MDC owns that certain parcel of land in Miami-Dade County directly north and west of the GC Property as more particularly described on **Exhibit B** of this Agreement (the "**MDC Property**").

C. GC wishes to make certain improvements to the MDC Property, at its sole cost and expense, and grant MDC, its successors and assigns a non-exclusive perpetual access easement upon, over, across, along and through a certain portion of the GC Property for vehicular and pedestrian ingress and egress to and from the MDC Property.

D. MDC wishes to: (i) grant GC temporary construction easements upon, over, across, along and through certain portions of the MDC Property during the construction phase of the Condominium; and (ii) grant GC and its successors and assigns non-exclusive perpetual access easements upon, over, across, along and through certain portions of the MDC Property for vehicular and pedestrian ingress and egress to and from the GC Property and the Condominium.

NOW THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

2. Improvements to be Constructed by GC.

2.1 Round-About. The Parties agree that, subject to all applicable governmental approvals and required permitting, GC shall construct, at its sole cost and expense, a circular paved driveway with a fountain feature (the "**Fountain**") between the western boundary of the MDC Property and the eastern boundary of the GC Property as more particularly shown on **Exhibit C** (the "**Round-About**"), which Round-About will allow for vehicular and pedestrian ingress and egress into both the MDC Property and the GC Property from U.S. 1 and Ruiz Avenue.

2.2 Driveways. The Parties agree that, subject to all applicable governmental approvals and required permitting including, without limitation, approval by the Florida Department of Transportation ("**FDOT**"), GC shall construct, at its sole cost and expense, two (2) paved driveways on the MDC Property as more particularly shown on **Exhibit D** (collectively, the "**Driveways**"), which Driveways will allow for vehicular and pedestrian

ingress and egress into both the MDC Property and the GC Property. Such Driveways shall be constructed within two (2) years from the recording of this Agreement.

2.3 Parking Areas. The Parties agree that, subject to all applicable governmental approvals and required permitting, GC shall, at its sole cost and expense: (i) repair and/or replace the sidewalks to their pre-construction condition; (ii) install landscaping; and (iii) resurface and stripe the parking areas, all on the MDC Property as more particularly shown on **Exhibit E** (collectively, the "**Parking Areas**"). Unless otherwise expressly agreed to by the Parties pursuant to this Agreement, GC shall not be required to repair, replace, or install any infrastructure (including, without limitation, sidewalks, parking areas, drainage facilities, and landscaping) within the MDC Property, unless the same was damaged by GC through its construction operations.

3. Easements

3.1 Ingress/Egress Easements.

3.1.1 GC Ingress/Egress Easement. Subject to FDOT's approval of the Driveways, MDC hereby grants, declares and establishes a perpetual, non-exclusive easement for pedestrian and vehicular ingress, egress and passage (the "**MDC Property Easement**") upon, over, across, along and through those portions of the MDC Property identified on **Exhibit F**, to and for the benefit of GC, its successors and assigns, and its guests, invitees, agents, employees, contractors, members, customers and authorized users of the GC Property (collectively, the "**GC Invitees**") subject to the reasonable rules and regulations of MDC (so long as such rules and regulations are not inconsistent with the terms and provisions of this Agreement); provided, however GC covenants and agrees to take reasonable steps necessary to ensure that MDC, its successors and assigns, and the MDC Invitees (as hereafter defined) will at all times continue to have uninterrupted access to the MDC Property. Notwithstanding the foregoing, neither GC nor the GC Invitees shall interfere in any way with MDC's transit operations within the MDC Property Easement.

3.1.2 MDC Ingress/Egress Easement. GC hereby grants, declares and establishes a perpetual, non-exclusive easement for pedestrian and vehicular ingress, egress and passage (the "**GC Property Easement**") upon, over, across, along and through that portion of the GC Property identified on **Exhibit G**, to and for the benefit of MDC, its successors and assigns, and its guests, invitees, agents, employees, contractors, members, customers and authorized users of the MDC Property (collectively, the "**MDC Invitees**") subject to the reasonable rules and regulations of GC and the applicable not-for-profit condominium association for the Condominium (the "**Condominium Association**") (so long as such rules and regulations are not inconsistent with the terms and provisions of this Agreement); provided, however MDC covenants and agrees to take reasonable steps necessary to ensure that GC, the Condominium Association, their successors and assigns, and the GC Invitees will at all times continue to have uninterrupted access to the GC Property. MDC acknowledges and agrees that the perpetual non-exclusive easement granted in this section shall be assigned by GC to, without limitation, the Condominium Association.

3.2 Easement for Encroachments. The visible as-built lines of demarcation between the MDC Property and the GC Property may consist of streets, walkways, tunnels, utility lines, irrigation lines and heads, irrigation control boxes, walls, sidewalks, landscaping, fences, and similar improvements which meander and may be installed slightly within and/or slightly outside of the MDC Property and/or the GC Property. Because it will be impractical and extremely difficult to observe the invisible legal boundaries of the MDC Property and the GC Property, in order to accommodate improvements constructed by GC which may encroach onto the MDC Property due to errors in original construction or engineering, MDC hereby grants to GC, for the benefit of GC, and its successors and assigns, a perpetual, non-exclusive easement appurtenant to the GC Property for encroachment purposes on, beneath, along, over, under, across and through the "perimeter edges" of the MDC Property not to exceed one (1) foot measured from the common lot line of the MDC Property and the GC Property (the "**GC Encroachment Easement**") so long as such encroachment was not intentional but rather resulted from errors in construction and does not unreasonably interfere with existing improvements. The aforesaid grant of the GC Encroachment Easement expressly includes reasonable rights of ingress, egress and access to maintain and repair the encroaching improvements, which encroaching

7

improvements shall be maintained and repaired pursuant to and in accordance with the applicable provisions of this Agreement.

3.3 Irrigation Easement. MDC hereby grants to GC, its successors and assigns, a perpetual, non-exclusive easement appurtenant to the GC Property for purposes of constructing, installing, maintaining, repairing, replacing, realigning, and operating any and all pipelines, valves, pumping equipment, filtration systems, points of spray and other related spray and irrigation equipment, facilities and systems servicing the GC Property, and for pedestrian and vehicular ingress and egress related thereto (the "**Irrigation System Easement**"), on, beneath, along, over, across, under and through the MDC Property.

3.4 Easements of Support. The Parties hereby grant each other, their successors and assigns, perpetual, non-exclusive easements of support relating to all improvements constructed by each Party on its respective property. By way of example and not of limitation, MDC shall not dig or disturb any earth on the MDC Property which is necessary for the support of the Condominium or that would in any way disturb the structural integrity of the Condominium.

3.5 Drainage Easements.

3.5.1 In Favor of MDC. To the extent the same is required in order to comply with the applicable water control district permits relating to the GC Property and/or the MDC Property, GC hereby grants to MDC, and its successors and assigns, a perpetual, non-exclusive easement appurtenant to the MDC Property for surface flow drainage from the MDC Property over and across the GC Property, and underneath the GC Property through drainage pipes, if any. GC shall not take any action to interrupt such surface flow if such interruption would have a material adverse effect on the drainage of waters from or across the MDC Property, without the permission of the applicable water control district.

3.5.2 In Favor of GC and the Condominium Association. To the extent the same is required in order to comply with the applicable water control district permits relating to the GC Property and/or the MDC Property, MDC hereby grants to GC, Condominium Association, and their successors and assigns, a perpetual, non-exclusive easement appurtenant to the GC Property for surface flow drainage from the GC Property over and across the MDC Property, and underneath the MDC Property through drainage pipes, if any. MDC shall not take any action to interrupt such surface flow if such interruption would have a material adverse effect on the drainage of waters from or across the GC Property, without the permission of the applicable water control district.

4. Agreement to Cooperate. MDC agrees to cooperate with GC, its contractors and subcontractors, in obtaining any construction or building permits necessary for the development of the GC Property and the Condominium, to the extent MDC's cooperation is required. MDC further agrees that GC shall be allowed to erect construction fences on portions of the MDC property, as determined in the sole discretion of MDC, during the construction of the Condominium. Without limiting the foregoing, nothing contained herein shall obligate MDC to issue any construction or building permits to GC or the Condominium Association.

5. Maintenance by Condominium Association. GC agrees that it will cause the Condominium Association to be responsible for the maintenance of the Driveways including, without limitation, the cleaning, maintaining, repairing, replacing and paving of the Driveways, and the cleaning, maintaining, repairing, and replacing of the Fountain. MDC acknowledges and agrees that GC's duty under this Section shall be satisfied once GC includes in the recorded declaration for the Condominium that the Condominium Association shall be responsible to maintain the Driveways and the Fountain.

6. Limitations on Easements.

6.1 Notice. MDC, GC and Condominium Association, as applicable, when exercising the rights, privileges and easements granted herein or pursuant hereto shall: (i) give reasonable prior written notice to the other party, unless an emergency exists which precludes such notice; (ii) use reasonable care not to damage or destroy or cause any economic or aesthetic injury to the other's property; and (iii) not unreasonably interfere with the other's development, enjoyment and use of its property; and (iv) no such exercise shall have any material adverse effect on the maintenance, management, ownership or operation of such property.

8

6.2 Access to MDC Property. The easement areas granted herein or pursuant hereto shall not extend over, across, under or through any of the MDC Property constructed on, or to be constructed on, without the express written permission of MDC in its sole and absolute discretion. No ground level or above-ground facilities, improvements or accessories shall be built by GC within the boundary of the MDC Property, except as otherwise provided for in this Agreement. From and after the date on which the Condominium is completed and existing, any rights to construct, install, maintain, locate, inspect, repair or replace underground equipment, pipes and facilities located in such portion of a MDC Property Easement shall be limited to the right to bore, tunnel or use other reasonable below-ground methods that do not disturb the surface of the easement area or restrict access to the MDC Property, unless prior written approval of MDC is obtained. There shall be no right to cut or remove trees, shrubbery or other obstructions within the MDC Property Easements without the prior written approval of MDC.

6.3 Access to GC Property. The easement areas granted herein or pursuant hereto shall not extend over, across, under or through any of the GC Property constructed on (including, without limitation, the Condominium) or to be constructed on, without the express written permission of GC or the Condominium Association, in their sole and absolute discretion. No ground level or above-ground facilities, improvements or accessories shall be built by MDC within the boundary of the GC Property, except as otherwise provided for in this Agreement. From and after the date on which the Condominium is completed and existing, any rights to construct, install, maintain, locate, inspect, repair or replace underground equipment, pipes and facilities located in the GC Property Easement shall be limited to the right to bore, tunnel or use other reasonable below-ground methods that do not disturb the surface of the easement area or restrict access to the GC Property, unless prior written approval of GC or the Condominium Association is obtained. There shall be no right to cut or remove trees, shrubbery or other obstructions within the GC Property Easement without the prior written approval of GC or the Condominium Association.

6.4 Maintenance of Easement Areas. Unless specifically provided to the contrary in this Agreement, all improvements installed in an easement area shall be maintained by the Party installing the improvements and any work performed by such Party to connect to, repair, relocate, maintain or install any such improvements shall be performed so as to minimize interference with the provision of such services to any other parcel. After each exercise of the easement rights granted herein, GC, MDC, or Condominium Association as applicable, shall repair any damage to and restore as nearly as possible (without respect to cost of such restoration) the easement areas to their condition and appearance existing prior to such exercise, except for leaving in place the improvements to the area made pursuant to the exercise of the rights granted herein. Any work of installation, alteration, replacement or repair which requires interference with paving or driveways located on the other Party's property shall be undertaken with particular care so as to minimize the impact upon traffic circulation and access and only after giving the other Party at least seven (7) days prior written notice of such work. GC, MDC, and/or Condominium Association, as applicable, when exercising their rights hereunder, shall keep all portions of the easement areas reasonably free and clear of foreign objects, equipment that is not in use, and debris. All improvements within the easement areas shall comply at all times with applicable zoning requirements and laws, if any. If GC, MDC, and/or Condominium Association, as applicable, fail to maintain such improvements or repair the easement areas in a safe, prudent, good and workmanlike manner, the non-breaching party shall have a right to cure, but not the obligation to cure, in order to maintain or repair same. The non-breaching party shall provide the breaching party with thirty (30) days written notice of the condition requiring maintenance or repair and a reasonable opportunity to cure, before exercising its rights under this section, except in the case of an emergency, in which case reasonable notice shall be required and the non-breaching party shall be entitled (but not required) to act if no immediate resolution of the problem is undertaken by the breaching party. All actual out-of-pocket costs and expenses reasonably incurred by the non-breaching party in performing such maintenance or repair shall be reimbursed by the breaching party within thirty (30) days of a written demand accompanied by appropriate supporting documentation.

6.5 Route. Any Party, its successors or assigns, granted an easement hereunder or pursuant to the rights reserved herein shall exercise its rights in a reasonable manner that is least likely to cause disruption to the use of the other Party's property and in all cases taking the most direct route across the other Party's property as reasonably possible.

9

6.6 Retained Rights. The Party granted an easement hereunder reserves the right to make any use of the easements granted herein or pursuant hereto which may not be inconsistent with the rights herein conveyed, or interfere with the use of the easement for purposes named.

7. Title. GC and MDC hereby covenant that they are lawfully seized and possessed with fee simple title to the real property described in the attached **Exhibit A** and **Exhibit B**, respectively, and that they have good and lawful right to declare, establish and grant the easements described herein.

8. Individuals Benefited. The rights, benefits and privileges declared and established herein by GC and MDC shall inure to their successors and assigns and to the Condominium Association and to any future owners/developers of such parcels. Without limiting the generality of the foregoing, the rights of GC and MDC herein may be sold, conveyed, assigned, pledged, mortgaged, or otherwise transferred. Upon any sale of fee simple title to the GC Property or the MDC Property, the easement rights and obligations created hereunder shall automatically pass to the grantee of GC and MDC, respectively. The rights and privileges are not, and shall not become, a dedication to the public, or otherwise, and GC, MDC and Condominium Association, respectively, retain the right to exclude any individual or entity (either public or private) from their properties, if in the exercise of its reasonably judgment any such individual or entity poses a threat or hazard (either real or apparent) to the parcels.

9. Covenants Running with the Land. All rights, privileges, benefits and burdens created herein for the benefit of GC, Condominium Association and MDC, shall run with the land and be binding upon and inuring to the benefit of GC, Condominium Association and/or MDC, as applicable, their respective successors and assigns and any future owners/developers of such real property.

10. Violations and Enforcement. In addition to other specific remedies created herein, the easements and respective rights and obligations created or granted under this Agreement shall be enforceable by either Party or beneficiary by injunction or by specific performance. In the event it becomes necessary to enforce this Agreement or any easement granted hereunder by institution of suit, the prevailing Party shall be entitled to recover from the non-prevailing Party its reasonable costs, attorneys' fees, and paraprofessional fees at all levels including, without limitation, appellate proceedings. This Agreement shall not create, nor shall it in any way be construed to create, any revision or right of reverter whatsoever, and the sole remedy for any violation of any easement, as set forth herein, shall be the remedy set forth in this paragraph or as elsewhere specifically provided herein.

11. Indemnification by GC. GC during the construction of the Condominium, and thereafter the Condominium Association, shall defend, indemnify and hold MDC harmless from and against all liabilities, damages, losses or expenses (including reasonable attorneys' fees incurred in litigation or otherwise) incurred, suffered or paid as a direct result of any and all claims, demands, suits, actions, cause of action, proceedings, and/or judgments assessed, incurred or sustained by or against MDC, which may result from bodily injury, death, environmental damage or property damage incurred or suffered by MDC with respect to or arising out of the use by GC during the construction of the Condominium, and thereafter the Condominium Association (which indemnification shall apply only to the acts of GC and/or the Condominium Association, as applicable and shall not be interpreted to include the acts of any third party) of the easements granted herein or pursuant hereto, except to the extent that any damages, losses or expenses are the result of the gross negligence or willful misconduct of MDC.

12. Indemnification by MDC. MDC shall defend, indemnify and hold GC harmless from and against all liabilities, damages, losses or expenses (including reasonable attorneys' fees incurred in litigation or otherwise) incurred, suffered or paid as a direct result of any and all claims, demands, suits, actions, cause of action, proceedings, and/or judgments assessed, incurred or sustained by or against GC, which may result from bodily injury, death, environmental damage or property damage incurred or suffered by GC with respect to or arising out of the use by MDC (which indemnification shall apply only to the acts of MDC and shall not be interpreted to include the acts of any third party) of the easements granted herein or pursuant hereto, except to the extent that any damages, losses or expenses are the result of the gross negligence or willful misconduct of GC during the construction of the Condominium, and thereafter the Condominium Association.

10

13. No Liens. Any Party performing work (the "**Benefited Party**") on the other Party's property (the "**Burdened Party**") pursuant to the easements granted herein or pursuant hereto shall not cause, suffer or permit any mechanic's liens, material man's lien, attachments, judgment, execution or other lien to attach or be filed against the property burdened with the easement, or any part thereof, or against the Burdened Party, by reason of any work, labor, service or materials done for or supplied to, or claimed to have been done for or supplied to and ordered by the Benefited Party. If any such liens or proceedings are filed or commenced, the Benefited Party shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, order of court or bonding; provided, however, that the Benefited Party shall have the right to contest with due diligence, the validity or amount of such lien, if the Benefited Party provides security acceptable to the Burdened party, in an amount equal to the full amount of any such claim. The Benefited Party contesting the lien shall pay and fully discharged any such claim of lien within five (5) days after entry of final judgment adverse to the Benefited Party in any action to enforce or foreclose the same, which judgment shall be deemed final when it can be enforced by execution or judicial sale. All, construction, alteration or repair work undertaken by any Party pursuant to the provisions of this Agreement shall be accomplished in a commercially reasonable manner. The Party undertaking such work must take appropriate measures to minimize any hindrance to access or other disruption or inconvenience cause by such work to the other Party and the Party undertaking such work must make, on a commercially reasonable basis, adequate provisions for the safety and convenience of the other Party. Dust, noise and other effects of such work shall be controlled by the Party undertaking the work using appropriate methods customarily in compliance with applicable law.

14. Insurance by GC. GC, during the construction phase only and thereafter the Condominium Association, shall obtain and maintain a policy or policies of: (a) property and casualty insurance with respect to the MDC Property Easement, through extended coverage insuring all risks of physical loss; and (b) commercial general liability insurance covering loss, damage, or liability for bodily injury, including personal injury or death of any individual and loss or damage to property occurring in, upon or about each the MDC Property Easement, in each instance in such amounts as from time to time are mutually agreed to by the Parties. All insurance policies obtained by GC and thereafter the Condominium Association pursuant to this Section, shall name MDC as an additional insured.

15. Insurance by MDC. For the purposes of this Section, GC acknowledges and agrees that MDC is a self insured agency.

16. Estoppel Certificate. Each Party to this Agreement agrees that upon written request (which shall not be more frequent than three (3) times during any calendar year) of any other Party to this Agreement, it will issue within thirty (30) days after receipt of such request to such Party, or its prospective mortgagee or successor, an estoppel certificate stating to the best of the issuer's knowledge as of such date:

(a) Whether it knows of any default under this Agreement by the requesting party, and if there are known defaults, specifying the nature thereof in reasonable detail.

(b) Whether this Agreement has been assigned, modified or amended in any way by it and if so, then stating the nature thereof in reasonable detail

(c) Whether this Agreement is in full force and effect.

17. Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be received: (a) upon receipt or refusal to accept receipt if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by telecopier, upon electronic or telephonic confirmation of receipt from the receiving telecopier machine; or (c) upon receipt or refusal to accept receipt if sent by overnight courier, with request for next Business Day delivery, addressed as follows (or to such other address as the Parties may specify by notice given pursuant to this Section):

11

To GC:	G.C. Homes, Inc. 14600 S. W. 136 Street Miami, Florida 33186 Phone: (305) 259-3100 Fax: (305) 259-3200 Attention: Mr. Ray Castellanos
With a Copy to:	Solomon & Furshman, LLP 1666 Kennedy Causeway, Suite 302 North Bay Village, Florida 33141 Phone: (305) 861-4035 Fax: (305) 861-4055 Attention: Ben Solomon, Esq.
To MDC:	Miami-Dade County c/o Miami-Dade Transit 111 NW 1st Street, 10th Floor Miami, Florida 33128 Phone: (305) 375-1507 Fax: (305) 375-4362 Attention: Frank D. Talleda
With a Copy to:	Miami-Dade County Attorney's Office 111 N.W. First Street, Suite 2810 Miami, Florida 33128 Phone: (305) 375-2150 Fax: (305) 375-5611 Attention: Bruce Libhaber, Esq.

18. Assignability. This Agreement may not be assigned without the prior written consent of the Parties except as otherwise expressly provided in this Agreement. Notwithstanding the foregoing, MDC acknowledges and agrees that GC may assign its rights hereunder to any related entity of GC and to the Condominium Association.

19. Force Majeure. Any Party assuming an affirmative obligation hereunder shall use such Party's commercially reasonable efforts to perform such obligations; provided, however, that if such Party is unable to meet its obligations hereunder due to circumstances beyond such Party's control including, without limitation, acts of God, strike, lockout, acts of public enemy, riot, insurrection, acts of war, periods of drought or other water shortages, governmental restriction, delays by governmental authorities in issuing permits or other approvals, failure of governmental authorities to issue a permit or approval in spite of such Party's commercially reasonable efforts, withdrawal or termination of a permit or approval by a governmental authority which was not the result of an action or a failure to act of the Party obligated to maintain such permit, civil commotion, fire, terrorist action, threats of terrorist action or unavoidable casualty, then such Party's obligation shall be reduced or suspended as to the limited extent attributable to such circumstance beyond such Party's control.

20. Captions. The captions included herein are for reference only and should not be used in construing any of the terms hereof.

21. Severability. In the event any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be undisturbed and remain in full force and effect.

22. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

23. Recordation. The Parties agree that upon the full execution of this Agreement, the same shall be recorded in the public records of Miami-Dade County at the sole cost and expense of GC.

12

24. Entire Agreement. This Agreement constitutes the entire understanding between the Parties. No representations, except as herein expressly set forth, have been made by any Party to the other, and this Agreement cannot be amended or modified except by a writing, signed by the Parties, which writing specifically states that it is an amendment or modification hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first-above written.

WITNESSES:

Print Name: Luis Carbonell

Print Name: Danny Padilla

G.C. HOMES, INC.,
a Florida corporation

By:
Name: Michael Garcia-Carrillo
Title: President.
Date: JAN. 21, 2008

{SEAL}

WITNESSES:

Print Name:

Print Name:

MIAMI-DADE COUNTY,
a political subdivision of Florida

By:
Name:
Title:
Date:

{SEAL}

Approved as to Form and Legal Sufficiency

By:
Name:
Title:
Date:

{SEAL}

13

JOINDER

U.S. 1 OF CORAL GABLES COMMERCIAL CONDOMINIUM ASSOCIATION, INC. ("**Association**") does hereby join in the Cross Access Easement and Maintenance Agreement (the "**Agreement**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Agreement, as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21 day of January, 2008.

WITNESSES:

Name: Luis Carbonell

Name: Danny Padilla

U.S. 1 OF CORAL GABLES COMMERCIAL CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

By:

Name: Michael Garcia-Carrillo

Title: President

Date: Jan. 21, 2008

[SEAL]

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

The foregoing instrument was acknowledged before me this 21 day of January, 2008 by Michael Garcia-Carrillo, as President of U.S. 1 OF CORAL GABLES COMMERCIAL CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

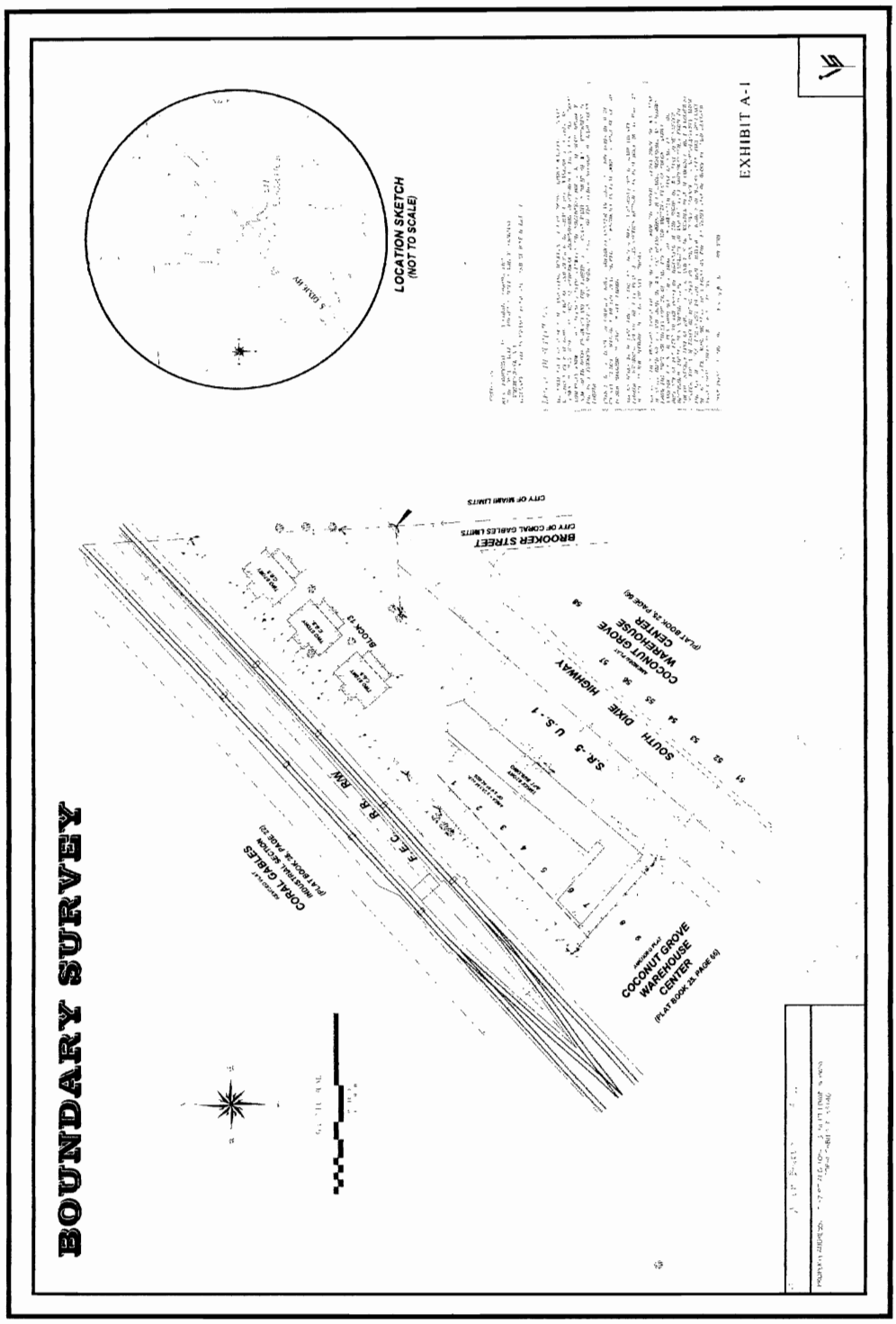
NOTARY PUBLIC, State of Florida at Large

Print Name Avi Tryson

NOTARY PUBLIC-STATE OF FLORIDA
Avi Tryson
Commission # DD605568
Expires: NOV. 18, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

14

Exhibit A



BOUNDARY SURVEY

US-1 OFFICE CONDOMINIUM

04-03-06

Exhibit A-1

Legal Description:

All that piece of parcel of land lying between lot 1 of Coconut Grove Warehouse Center, as shown by plat book 25, page 66, and block 13 of Coral Gables warehouse section, as shown by plat book 28 at page 22, otherwise heretofore described as that unnamed street (commonly known as Day Avenue) lying between the northerly boundary of Dixie Highway (now South Dixie Highway) and the Florida East Coast Railway right-of-way, according to the plat thereof, recorded in plat book 25, page 66 of the public records of Dade County, Florida.

Lots 1 to 7 inclusive of Coconut Grove warehouse center amended, a subdivision of Dade County, Florida, according to the plat thereof, as recorded in plat book 25, page 66 of the public records of Dade County, Florida.

All of block 13 of industrial section of Coral Gables, a subdivision of Dade County, Florida, according to the revised plat of said section recorded in plat book 28, at page 22 of the public records of Dade County, Florida.

All less that portion which lies southeasterly from the northwesterly right-of-way line of state road no. 5, said right-of-way line being more particularly described as follows; from the most southerly corner of said lot 7, said amended plat of Coconut Grove warehouse center, run northwesterly along the southwesterly line of said lot 7 for a distance of 14.5 feet to the point of beginning of the right-of-way line hereinafter described; thence run northeasterly, parallel to and 14.5 feet northwesterly from the southeasterly line of lots 3, 4, 5, 6, and 7, said amended plat of Coconut Grove warehouse center, for a distance of 115.87 feet to a point of curve; thence run northeasterly along the arc of a circular curve to the right, having a radius of 924.45 feet, for a distance of 265.42 feet, more or less, to a point on the easterly line of block 13, said revised plat Coral Gables industrial section.

Containing an area of ± 38,134 sq.ft. or ± 0.88 acres.

LEGAL DESCRIPTION

US-1 OFFICE CONDOMINIUM

04-03-06

EXHIBIT B

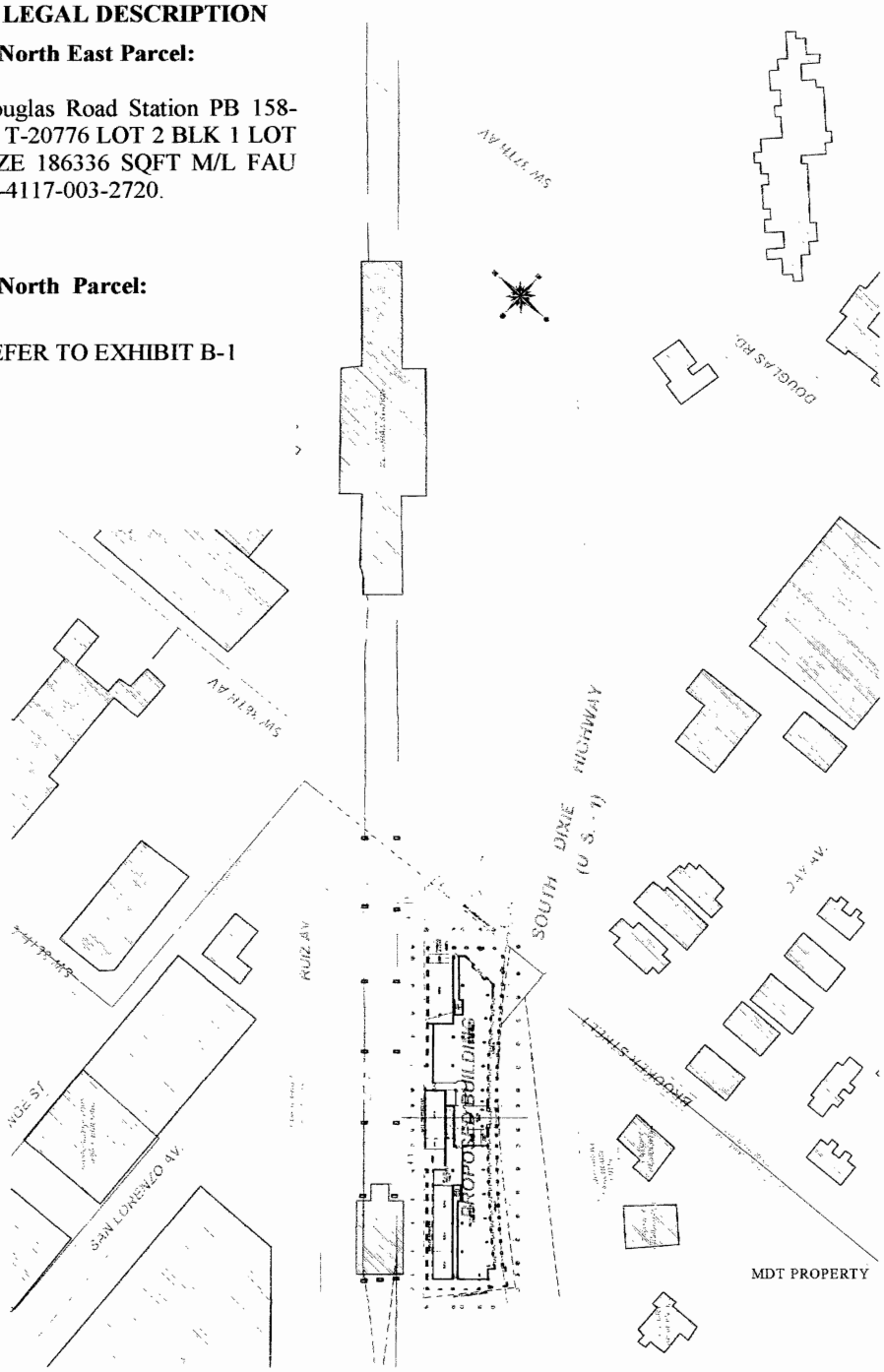
LEGAL DESCRIPTION

1. North East Parcel:

Douglas Road Station PB 158-32 T-20776 LOT 2 BLK 1 LOT SIZE 186336 SQFT M/L FAU 01-4117-003-2720.

2. North Parcel:

REFER TO EXHIBIT B-1



MDC PROPERTY

US-1 OFFICE CONDOMINIUM

11-07-07

EXHIBIT B -1

LEGAL DESCRIPTION OF NORTH EAST PARCEL:

Lot 2 of Block 1, of "DOUGLAS ROAD STATION", according to the Plat thereof, as recorded in Plat Book 158, at Page 32, of the Public Records of Miami-Dade County, Florida. Less that rectangular 26.45' X 154.46' portion of land situated by Ruiz Avenue.

Containing 182,250 sq. ft. more or less by calculations

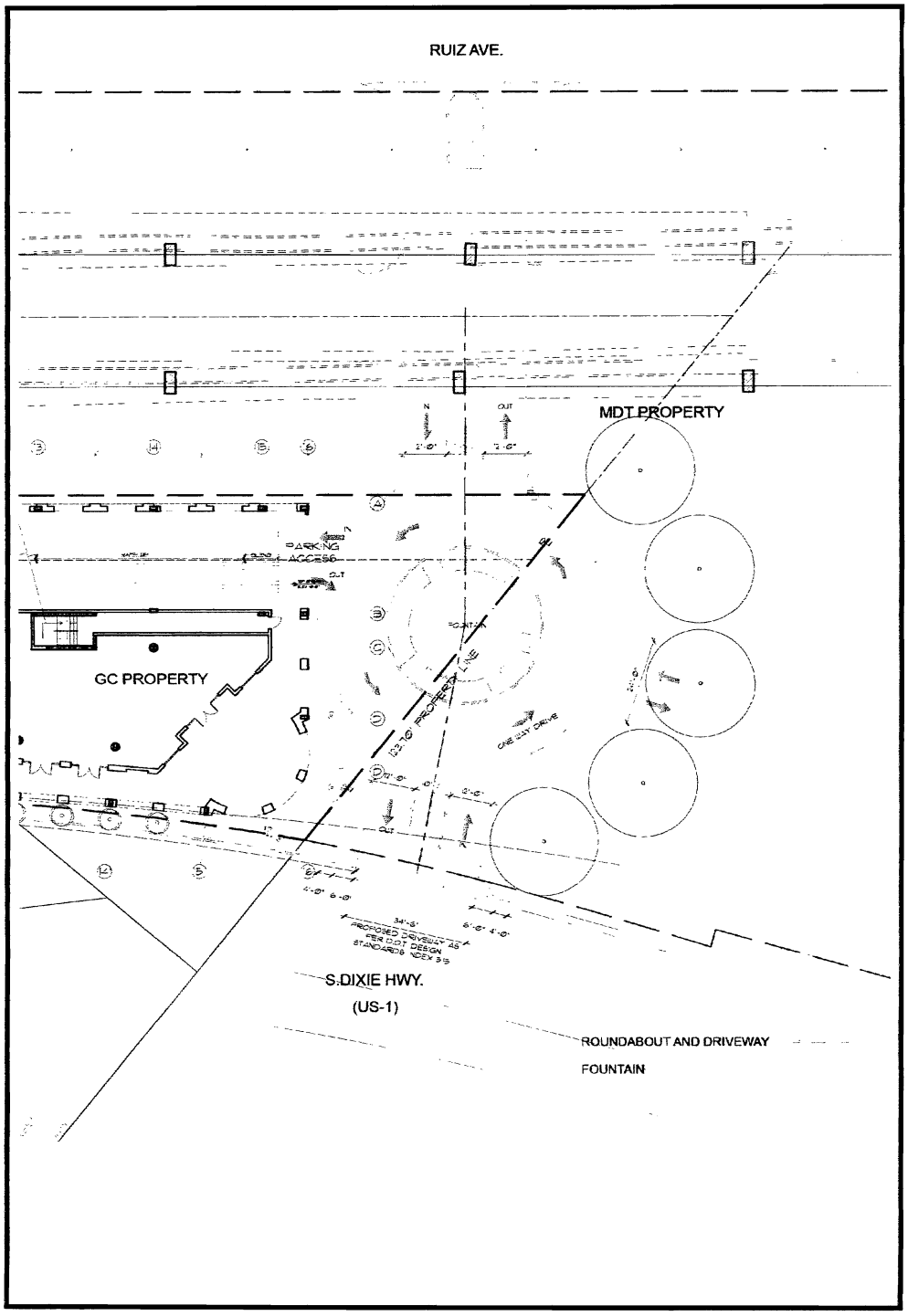
LEGAL DESCRIPTION OF NORTH PARCEL:

A portion of Land situated in Section 20, Township 54 South, Range 41 East of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

BEGINNING at the Northwest corner of Lot 2 of Block 1, of "DOUGLAS ROAD STATION", according to the Plat thereof, as recorded in Plat Book 158, at Page 32, of the Public Records of Miami-Dade County, Florida; Thence S02°58'17"E along the West Line of said Lot 2, for a distance of 128.75 feet to a point; Thence S47°59'16"W along the South Right-of-Way Line of the FEC RR, for a distance of 469.31 feet to a point; Thence N42°00'44"W for a distance of 100.00 feet to a point on the North Right-of-Way Line of the FEC RR; Thence N47°59'16"E along the North Right-of-Way Line of the FEC RR, for a distance of 550.40 feet to the POINT OF BEGINNING.

Containing 50,985 sq. ft. more or less by calculations

EXHIBIT C



ROUND ABOUT AND WATER FEATURE

US-1 OFFICE CONDOMINIUM

04-03-06

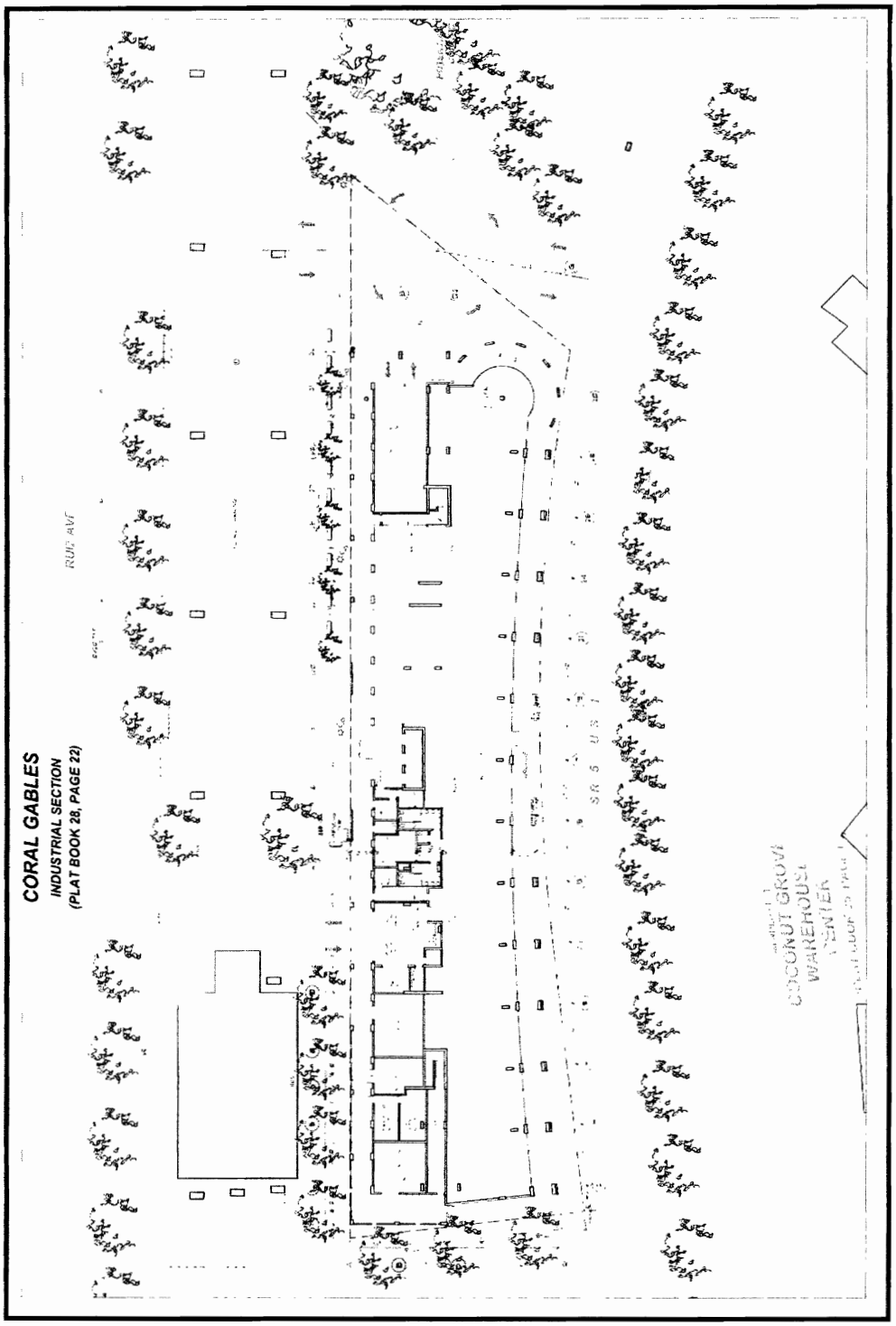
LEGAL DESCRIPTION OF ROUND ABOUT AND WATER FEATURE:

A portion of land situated in Lot 2 of Block 1, of "DOUGLAS ROAD STATION", according to the Plat thereof, as recorded in Plat Book 158, at Page 32, and a portion of land situated in Block 13 of "REVISED PLAT CORAL GABLES INDUSTRIAL SECTION", according to the Plat thereof, as recorded in Plat Book 28, at Page 22 of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

BEGINNING at a point located on the East line of said Block 13 and 9.33 feet South of the Northeast corner of said Block 13; Thence 78.21 feet along a curve concave to the Southwest, having a radius of 40.00 feet and a delta of 112°01'35" to a point of a reverse curve of a curve concave to the Southeast having a radius of 17.92 feet and a delta of 49°28'06"; Thence Southeasterly along said curve for a distance of 15.47 feet to a point; Thence S31°00'44"E for a distance of 22.44 feet to a point; Thence N82°56'42"E for a distance of 10.94 feet to a point; Thence S60°31'56"W for a distance of 54.04 feet to a point; Thence N35°56'26"E for a distance of 10.89 feet to a point; Thence N31°00'44"W for a distance of 21.98 feet to a point of curvature of a curve concave to the Southwest having a radius of 15.93 feet and a delta of 53°14'09" for a distance of 14.81 feet to a point of reverse curvature of a curve concave to the Northeast having a radius of 35.97 feet and a delta of 36°38'50" for a distance of 23.01 feet to a point; Thence N42°52'00"W for a distance of 32.88 feet to a point of non-tangency of a curve concave to the Northwest having a radial bearing of N46°30'55"W, a radius of 26.29 feet, and a delta of 73°58'42"; Thence Northwesterly along said curve for a distance of 33.95 feet to a point; Thence N42°00'44"W for a distance of 90.40 feet to a point of curvature of a curve concave to the Southwest having a radius of 15.00 feet and a delta of 90°00'00" for a distance of 23.56 feet to a point; Thence N47°59'16"E for a distance of 64.24 feet to a point of non-tangency of a curve concave to the Southeast having a radial bearing of S42°00'44"E, a radius of 15.00 feet, and a delta of 90°00'00"; Thence Southwesterly along said curve for a distance of 23.56 feet to a point; Thence S42°00'44"E for a distance of 91.73 feet to a point of curvature of a curve concave to the Northeast having a radius of 18.12 feet and a delta of 44°21'44" for a distance of 14.03 feet to a point of reverse curvature of a curve concave to the Southwest having a radius of 40.00 feet and a delta of 07°39'48" for a distance of 5.35 feet to the POINT OF BEGINNING.

Containing 10,352 sq. ft. more or less by calculations

EXHIBIT D



DRIVEWAY EASEMENTS

US-1 OFFICE CONDOMINIUM

11-07-07

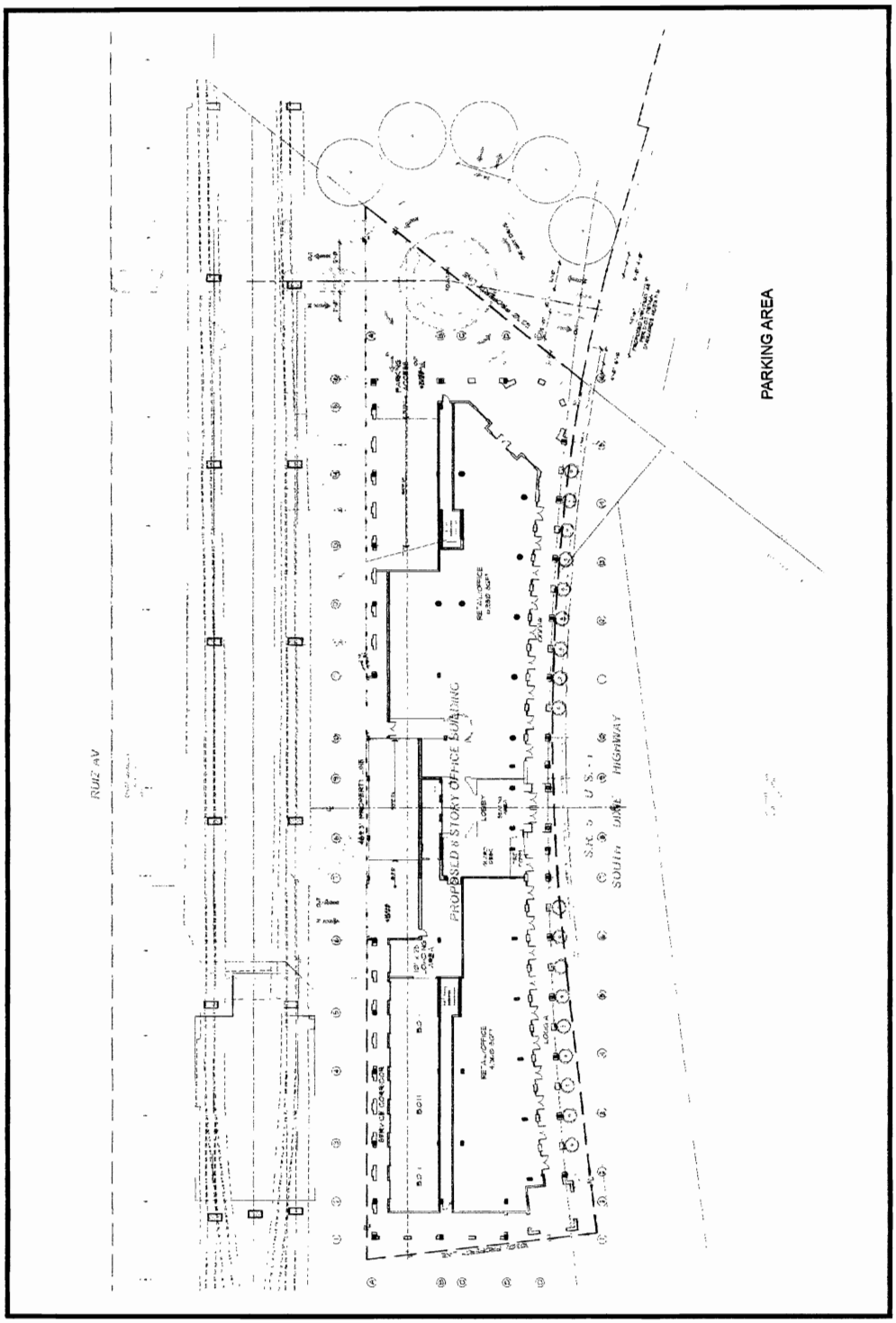
LEGAL DESCRIPTION OF DRIVEWAYS:

A portion of land situated inside the Right-of-Way line of the Metro Rail South Corridor also known as FECRY, according to the Plat thereof, as recorded in Plat Book 25, at Page 66, of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

BEGINNING at the Northeast corner of Lot 3, of AMENDED PLAT OF COCONUT GROVE", according to the Plat thereof, as recorded in Plat Book 25, at Page 66, of the Public Records of Miami-Dade County, Florida; Thence S48°00'10"W for a distance of 5.54 feet to a point; Thence N42°00'09"W for a distance of 22.85 feet to a point; Thence N01°16'24"E for a distance of 18.09 feet to a point of non-tangency of a curve concave to the Northeast, having a radius of 30.09 feet and a radial bearing of N81°22'17"W, said curve having a delta of 30°31'12"; Thence Southwesterly along said curve for a distance of 16.03 feet to a point; Thence N42°00'44"W for a distance of 51.12 to a point of curvature of a curve concave to the Southwest having a radius of 15.00 feet and a radial bearing of S47°59'16"W, said curve having a delta of 89°22'00"; Thence Northwesterly along said curve for a distance of 23.40 feet to a point; Thence N47°59'16"E for a distance of 53.86 to a point of non-tangency of a curve concave to the Southeast, having a radius of 15.00 feet and a radial bearing of S42°00'44"E, said curve having a delta of 89°50'54"; Thence Southeasterly along said curve for a distance of 14.96 feet to a point; Thence S41°59'54"E for a distance of 100.10 feet to a point; Thence S48°00'10"W for a distance of 45.57 feet to the POINT OF BEGINNING.

Containing 3,603 sq. ft. more or less by calculations

EXHIBIT E



PARKING AREAS

US-1 OFFICE CONDOMINIUM

04-03-06

LEGAL DESCRIPTION OF PARKING AREAS:

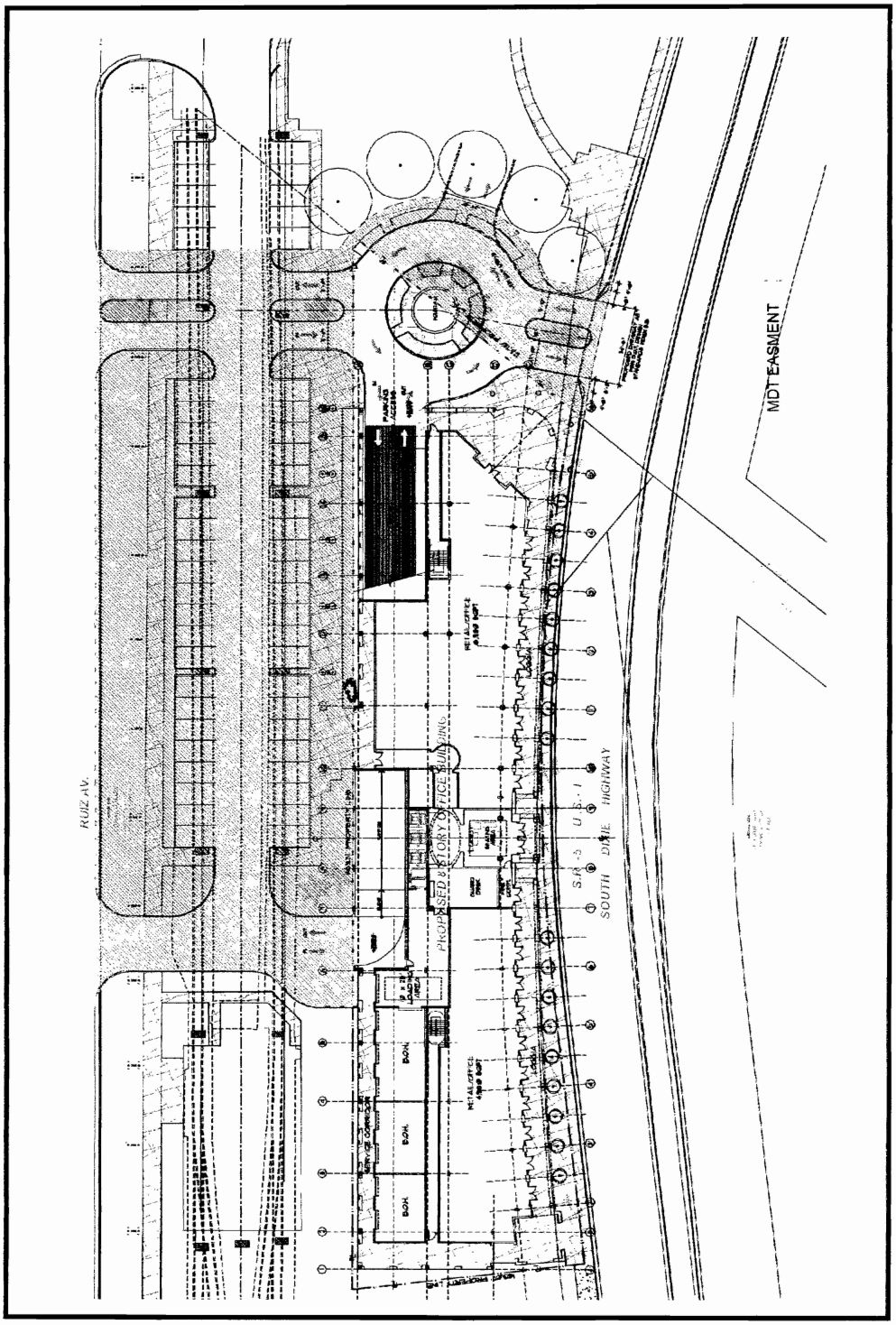
A portion of land situated inside the Right-of-Way line of the Metro Rail South Corridor also known as FECRY, according to the Plat thereof, as recorded in Plat Book 25, at Page 66, of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

BEGINNING at the Northeast corner of Lot 3, of AMENDED PLAT OF COCONUT GROVE", according to the Plat thereof, as recorded in Plat Book 25, at Page 66, of the Public Records of Miami-Dade County, Florida; Thence N42°00'44"W for a distance of 113.06 feet to a point; Thence N47°59'16"E for a distance of 337.92 feet to a point; Thence S41°55'48"E for a distance of 113.06 feet to a point; Thence S47°59'16"W for a distance of 337.76 feet to the POINT OF BEGINNING.

:

Containing 38,197 sq. ft. more or less by calculations

EXHIBIT F



MDC PROPERTY EASEMENT

US-1 OFFICE CONDOMINIUM

11-07-07

25

LEGAL DESCRIPTION OF MDC PERPETUAL NON-EXCLUSIVE ACCESS EASEMENT:

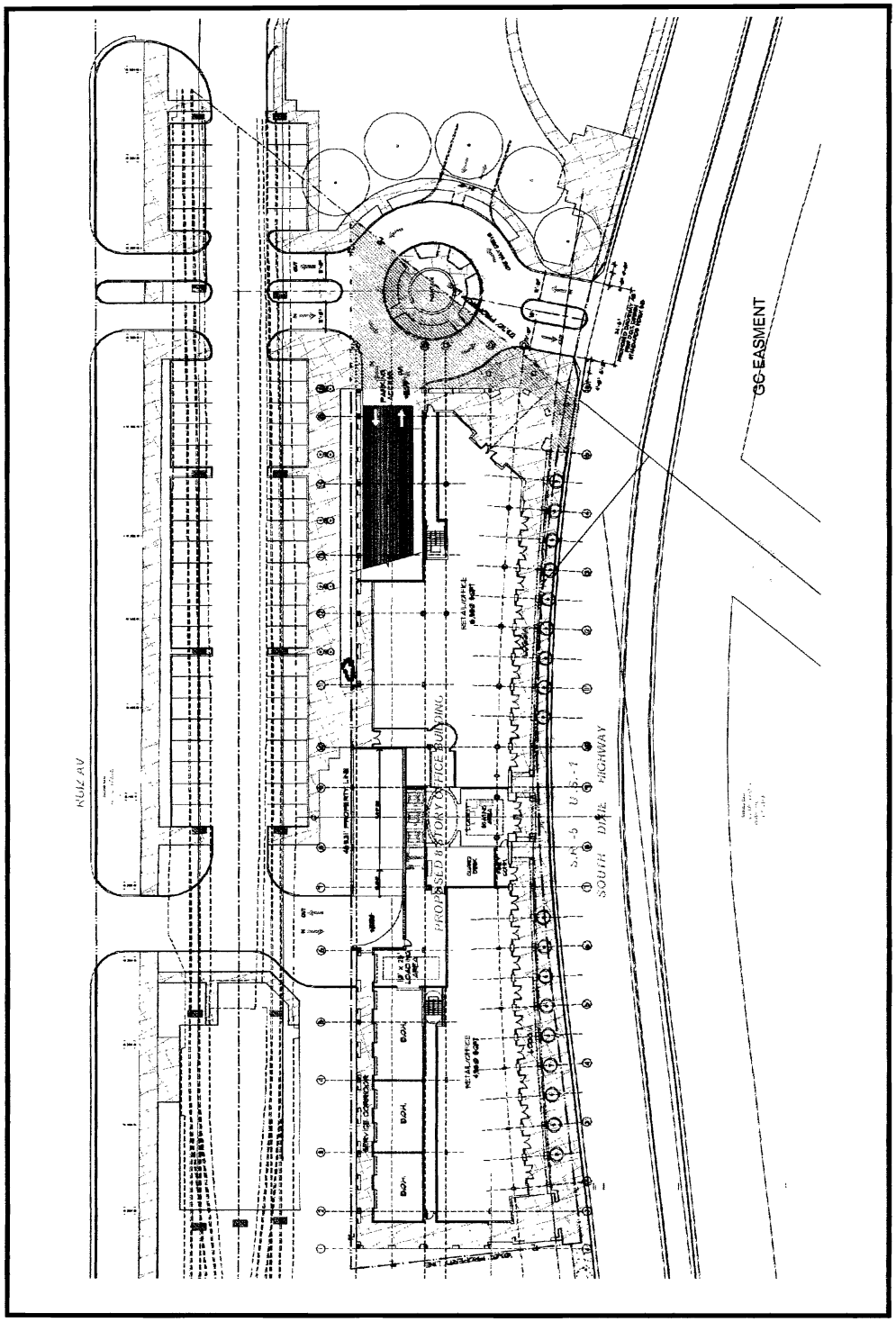
A portion of land situated inside the Right-of-Way line of the Metro Rail South Corridor also known as FECRY, according to the Plat thereof, as recorded in Plat Book 25, at Page 66, of the Public Records of Miami-Dade County, Florida; more particularly described as follows:

BEGINNING at the Northeast corner of Lot 3, of AMENDED PLAT OF COCONUT GROVE", according to the Plat thereof, as recorded in Plat Book 25, at Page 66, of the Public Records of Miami-Dade County, Florida; Thence S47°59'23"W for a distance of 6.23 feet to a point; Thence N42°00'09"W for a distance of 22.85 feet to a point; Thence N01°16'24"E for a distance of 18.09 feet to a point of non-tangency of a curve concave to the Northeast, having a radius of 30.09 feet and a radial bearing of N81°22'17"W, said curve having a delta of 30°31'12"; Thence Southwesterly along said curve for a distance of 16.03 feet to a point; Thence N42°00'44"W for a distance of 51.12 to a point of curvature of a curve concave to the Southwest having a radius of 15.00 feet and a radial bearing of S47°59'16"W, said curve having a delta of 89°22'00"; Thence Northwesterly along said curve for a distance of 23.40 feet to a point; Thence N47°59'16"E for a distance of 336.42 feet to a point; Thence S42°00'44"E for a distance of 108.78 feet to a point of non-tangency with a curve concave to the Southwest having a radius of 50.50 feet and a delta of 128°49'00" for a distance of 113.54 feet to a point of a reverse curve with a curve concave to the East having a radius of 5.00 feet and a delta of 60°17'05" for a distance of 5.26 feet to a point; Thence S31°00'44"E for a distance of 9.53 feet to a point; Thence N63°42'34"E for a distance of 5.87 feet to a point; Thence S26°17'26"E for a distance of 16.37 feet to a point on a curve concave to the Southeast having a radial bearing of S27°07'15"E, a radius of 661.70 feet and a delta of 05°25'16"; Thence Southwesterly along said curve for a distance of 62.61 feet to a point; Thence N02°58'17"W for a distance of 130.58 feet to a point; Thence S47°59'16"W for a distance of 343.66 feet to the POINT OF BEGINNING.

:

Containing 42,859 sq. ft. more or less by calculations

EXHIBIT G


GC-EASMENT
SOUTH DIXIE HIGHWAY
PROPOSED 8 STORY OFFICE BUILDING
RETAIL/OFFICE
SERVICE CORRIDOR

LEGAL DESCRIPTION OF GC HOMES PERPETUAL NON-EXCLUSIVE ACCESS EASEMENT:

A portion of land situated inside Lot 2 of Block 1, of "DOUGLAS ROAD STATION", according to the Plat thereof, as recorded in Plat Book 158, at Page 32, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 2; Thence S02°58'17"E for a distance of 130.58 feet to a point on a curve concave to the Southeast having a radial bearing of S30°30'39"E, a radius of 267.96 feet and a delta of 04°55'02"; Thence Southwesterly along said curve for a distance of 23.00 feet to a point; Thence N33°52'06"W for a distance of 8.85 feet to a point; Thence N14°03'31"W along a radial line of a curve for a distance of 1.83 feet to a point on said curve concave to the West, having a radius of 18.00 feet and a delta of 145°58'10"; Thence Northwesterly along said curve to a point; Thence N19°58'19"E for a distance of 1.74 feet to a point; Thence N42°00'44"W for a distance of 62.33 feet to a point; Thence N47°59'16"E for a distance of 76.99 feet to the POINT OF BEGINNING.

Containing 3,987 sq. ft. more or less by calculations.