Memorandum

MIAMI-DADE COUNTY

Date: June 30, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 5(H)

From: George M. Burgess
County Manager

Subject: Approval of an Interlocal Agreement between Miami-Dade County and Miami-Dade Expressway Authority (MDX) for MDX's construction of improvements to Central Boulevard at Miami International Airport, and approval of the issuance of an easement and license to MDX for such construction.

RECOMMENDATION

It is recommended that the Board approve the attached resolution relating to the improvement of Central Boulevard at Miami International Airport (MIA). The resolution approves an Interlocal Agreement between Miami-Dade County on behalf of its Aviation Department (MDAD) and Miami-Dade Expressway Authority (MDX) under which MDX will use MDX funds to design and construct the vitally-needed improvements in conjunction with funding from the FDOT for the Project.

SCOPE

The MIA Central Boulevard Widening, Re-alignment and Service Loop Project is located entirely on MIA, which is located within District Six of Commissioner Rebeca Sosa. However, the beneficial impacts of this project are Countywide, as MIA is a regional asset.

FISCAL IMPACT

There is no fiscal impact to either the County or the Aviation Department, inasmuch as MDX has agreed to absorb all costs of the improvement project up to $48.5 million of MDX funds, and add its funding to the $48.5 million in FDOT funding already programmed for the project.

TRACK RECORD/PROJECT MONITOR

The project and assigned FDOT grant funds will be managed by MDX working in close coordination with MDAD as stipulated in the Interlocal Agreement. MDAD has not yet assigned a Project Monitor for the Project.

BACKGROUND

The project is known as the "MIA Central Boulevard Widening, Re-alignment and Service Loop Project." The Project is vitally needed in order to balance MIA's terminal roadway system with the airport's increased airfield and terminal capacity that is being constructed through the County's Capital Improvement Program for the Airport. That roadway system, largely consisting of Central Boulevard, is currently deficient and is anticipated to fail in the foreseeable future. MDAD was in the process of completing the design for the Central Boulevard improvement project around the time the September 11, 2001 tragedy occurred. As a consequence of the 9/11 incident, the project was temporarily placed on hold and the Capital Improvement Program was reprioritized to accommodate higher priority terminal and associated security projects.

In 2005, FDOT agreed to program the sum of $48.5 million from FDOT's Strategic Intermodal System (SIS) program to apply to the estimated Central Boulevard improvement project cost of $97 million. The SIS program funding was subsequently converted to FDOT's District 6 and Public Transportation Office (PTO) funds that were ultimately programmed in Fiscal Year 2009 of the FDOT 5-Year Work Program to fund 50% of the total project cost. The County is not entitled to the funds (nor has it received any portion of the funds) because the programmed funding required the "local agency" receiving the funds to come up with an equal matching fund amount of $48.5 million. However, due to

MDAD's funding constraints and the risks associated with taking on additional debt, MDAD has been unable to fund the local matching fund requirement of $48.5 million. Accordingly, the funds have not been released to any "local agency" and are in danger of being withdrawn.

Late last year, MDAD approached MDX with an offer for MDX to serve as the "local agency" and assume responsibility for the project. MDX has a vital interest in seeing that the Central Boulevard improvement project is completed so as to assure efficiency and connectivity of vehicular movement along and from Central Boulevard to MDX's roadways (primarily State Road 112 and State Road 836). In late February of this year the MDX Board adopted the project into their work-program.
An Interlocal Agreement is needed to accomplish a number of matters relating to the MDX proposal. First, under the Interlocal Agreement, MDX commits that it will perform the design and construction activities associated with the project. Second, MDX commits that it will become the local agency and provide the necessary matching funds of $48.5 million that are required in order to obtain the $48.5 million of FDOT funds programmed for the project, so that the total Project cost of an estimated $97 million is covered by both funding sources. Third, the County agrees to execute (i) a perpetual easement covering that portion of Central Boulevard that is involved in the Project so as to give MDX a property right commensurate with its contribution of $48.5 million, and (ii) separate license agreements from time to time to enable MDX and its contractors to make use of MIA property not covered by the easement that will be needed to complete the Project. Fourth, at the conclusion of construction, MDAD will resume responsibility for operation and maintenance of the improved Central Boulevard. And fifth, MDX may not place a toll on Central Boulevard without the County's express approval.

The Central Boulevard improvement project calls for enhancement of "at grade" and elevated roadways along the airport's main access corridors. It includes the widening and realignment of Central Boulevard and a separating of service and commercial traffic from the public traffic lanes. Specifically, the project widens Central Boulevard from three to four lanes in the west-bound ingress direction and from four to five lanes in the east-bound egress direction. When completed, the improved roadway will provide links to airport's major feeder roads and highways, such as LeJeune Road (NW 42nd Avenue), State Road 836, and State Road 112 both major roadways within the MDX system. Central Boulevard will also be the direct link to the new Miami Intermodal Center when it opens in 2011.

MDX is willing to invest $48.5 million of its own funding in order to assure an over-all safe and efficient roadway system in and about MDAD and to assure an appropriate "level of service" for nearby MDX roadways. The County is not required to pay MDX or FDOT any portion of the funds that MDX and FDOT provide for this project. Because no County funds will be used on the project, MDX's procurement policies—and not those of the County—will apply to the project.

The proposed Interlocal Agreement with MDX is highly advantageous for the County, MDX, FDOT, and the FAA. The County benefits because MIA's users and passengers will receive $97 million in much-needed roadway capacity Improvements. MDX benefits by being assured that a functioning roadway system in and about MIA is constructed that ties into MDX roadways. FDOT benefits by participating in partially funding a project that links the "last mile" of the Miami Intermodal Center System to FDOT's other roadway and facility projects. The FAA, which has already agreed to this arrangement with MDX, benefits by allowing the easement on aviation property in exchange for improvements to the Aviation System without having to become involved in funding the project through the federal Aviation Trust Fund.

It is therefore recommended that the attached Interlocal Agreement and form of easement be approved. A form of license agreement is not attached, inasmuch as a license agreement is nothing more than a letter agreement that is of short duration and not recorded, and will not be executed by the Aviation Department without review of the County Attorney's Office.

Assistant County Manager

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MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 30, 2009

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

SUBJECT: Agenda Item No. 5(H)

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 Mayor'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. 5(H)
6-30-09

RESOLUTION NO. _____

RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY (MDX) FOR MDX TO ASSUME ALL DESIGN AND CONSTRUCTION OBLIGATIONS FOR THE CENTRAL BOULEVARD IMPROVEMENT PROJECT, TO PROVIDE UP TO $48.5 MILLION IN MDX FUNDS FOR THE PROJECT, AND TO SERVE AS THE LOCAL AGENCY UNDER THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SO AS TO BE ELIGIBLE TO RECEIVE $48.5 MILLION IN FUNDS ALREADY PROGRAMMED BY FDOT FOR THE PROJECT; APPROVING FORM OF PERPETUAL EASEMENT TO MDX FOR CERTAIN CENTRAL BOULEVARD PROPERTY AND APPROVING ISSUANCE OF SEPARATE LICENSES FROM TIME TO TIME, UPON REVIEW BY THE COUNTY ATTORNEY, FOR AIRPORT PROPERTY NOT UNDER THE EASEMENT, TO ENABLE MDX AND ITS CONTRACTORS TO DESIGN AND COMPLETE THE CONSTRUCTION OF THE PROJECT; AUTHORIZING MAYOR OR DESIGNEE TO TAKE ALL OTHER ACTIONS REASONABLY NECESSARY TO FULFILL THE COUNTY'S OBLIGATIONS UNDER THE INTERLOCAL AGREEMENT

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the attached Interlocal Agreement between Miami-Dade County and the Miami-Dade County Expressway Authority (MDX) that provides for (a) MDX's assumption of the design and construction obligations for the Central Boulevard improvement project at Miami International Airport, (b) MDX's providing MDX matching funds in amounts up to $48.5 million for the design, construction, and administration work necessary to complete the project, (c) MDX's

obligation to serve as the local agency under the requirements of the Florida Department of Transportation (FDOT) so as to be eligible to receive $48.5 in FDOT funds for the Project already programmed by FDOT for completion of the Project whose total estimated cost is $97 million, (d) the County's grant of a perpetual easement to MDX for certain Central Boulevard property and the issuance of separate license agreements for other non-easement MIA property so as to enable MDX and its contractors to design, construct, and administer the Project, (e) the resumption by the Aviation Department of operation and maintenance responsibility for Central Boulevard upon MDX's acceptance of the work under the Project; approves the perpetual easement in substantially the form attached hereto; authorizes the Mayor or designee to execute the Interlocal Agreement and the perpetual easement, and to issue licenses to MDX from time to time for portions of MIA not covered by the easement so as to enable MDX and its contractors to access the Airport and the easement property, such licenses to be first reviewed by the County Attorney; and authorizes the Mayor or his Designee to take all other actions reasonably necessary to fulfill the County's obligations under the Interlocal 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:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of June, 2009. 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. TPA

Thomas P. Abbott

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI-DADE EXPRESSWAY AUTHORITY

FOR CENTRAL BOULEVARD AT MIAMI INTERNATIONAL AIRPORT

This Interlocal Agreement (the "Agreement") is made pursuant to the provisions of Section 348.004(8), Florida Statutes, and entered into on this _____ day of _____, 2009, between Miami-Dade County (the "County"), a political subdivision of the State of Florida, and Miami-Dade Expressway Authority ("MDX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida.

WHEREAS, MDX was created pursuant to Chapter 348, Part I, Florida Statutes, the Expressway Authority Act (the "Act"), and was established by Ordinance No. 94-215, by the Miami-Dade County Board of County Commissioners (such ordinance being codified as Section 2-128, *et seq.,* of the Code of Miami-Dade County; and

WHEREAS, the Act establishes certain purposes and powers for MDX, which include the power to acquire, hold, construct, improve, maintain, operate, own, and lease an expressway system in Miami-Dade County and to utilize surplus revenues to finance the planning, design, acquisition, construction, maintenance or improvement of public transportation facilities located in Miami-Dade County or finance any projects that will improve the level of service on the Expressway System; and

WHEREAS, the County owns and operates Miami International Airport ("MIA") and utilizes the Central Boulevard of MIA as the primary means of ingress and egress for the Terminal Building area of MIA for passengers and other Airport users; and

WHEREAS, significant roadway work adjacent to and in the immediate vicinity of Central Boulevard has been accomplished by the Florida Department of Transportation ("FDOT") to improve the roadway system leading to the Airport and its Central Boulevard; and

WHEREAS, MDX and the County agree that Central Boulevard should be improved to increase its capacity and to harmonize with the recent improvements to the roadway system and to improve the efficiency of access to and interconnectivity of MDX facilities, in particular SR 112 and SR 836; and

WHEREAS, the FDOT has indicated that it will provide funding up to $48.5 Million for improvements to Central Boulevard, conditioned upon a Local Agency Match of $48.5 Million to constitute a total of $97 Million available for the Project; and

WHEREAS, such FDOT funds will be provided on a "reimbursement" basis requiring that the Local Agency must first expend its own funds for the design and construction of the Project and thereafter periodically apply to FDOT for reimbursement of expended funds; and

WHEREAS, at this time, the County has no funding available for the Project; and

WHEREAS, MDX has agreed to serve as the Local Agency and to provide the Local Agency Match of $48.5 Million required by FDOT; and

WHEREAS, Miami-Dade County hereby finds, declares and determines that it is in the best interest of the public to accept MDX's offer to serve as the Local Agency to design, construct and administer the Project and to provide the Local Agency Match funding in an amount up to $48.5 Million that will in turn enable MDX to receive from FDOT reimbursement of expended funds in an amount up to $48.5 Million allocated for the Project; and

WHEREAS, to accomplish the foregoing, the parties desire to enter into this Interlocal Agreement and the County desires to convey to MDX a perpetual easement to those portions of Central Boulevard that comprise the Project in order that MDX will be assured of the improved efficiency of access to and interconnectivity of MDX facilities, in particular SR 112 and SR 836 in exchange for MDX matching the FDOT grant funding;

NOW, THEREFORE, the County and MDX, in consideration of the foregoing premises and of the mutual covenants and benefits set out in this Agreement, and for other good and valuable consideration, receipt of which is acknowledged by this Agreement, agree as follows:

1. **Representations.**

   (a) The County represents that as the basis for the undertakings on its part contained in this Agreement:

      1. The County is a political subdivision of the State of Florida and as such, it has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement. The County further represents that its obligations under this Agreement are valid and enforceable in accordance with their terms.

      2. There is no litigation pending or, to the knowledge of the County, threatened with respect to the future development of Central Boulevard or this Agreement that will affect the performance by the County of its obligations under this Agreement.

      3. The execution and delivery of this Agreement by the County do not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the County is a party or an event that, with the passage of time would become a breach of or default under any such agreement.

4. All consents, waivers, approvals, and other governmental actions required to be taken in order for the County to enter into and fully comply with this Agreement have been received or obtained by the County or, in the case of approvals of the Federal Aviation Administration ("FAA") or of the Trustee under the County's Amended and Restated Trust Agreement of 2002 (the "Trust Agreement"), will be sought.

(b) MDX represents that as the basis for the undertakings on its part contained in this Agreement:

1. MDX has been duly created pursuant to Chapter 348, Florida Statutes, the Expressway Authority Act, it is a body politic and corporate, a public instrumentality and an agency of the State of Florida. MDX possesses all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement.

2. MDX has been duly authorized by its Governing Board to execute and deliver this Agreement. MDX further represents that its obligations under this Agreement are valid and enforceable in accordance with their terms.

3. There is no litigation pending or, to the knowledge of MDX, threatened with respect to the future development of Central Boulevard or this Agreement that will affect the performance by MDX or its obligations under this Agreement.

4. The execution and delivery of this Agreement by MDX do not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which MDX is a party or an event that, with the passage of time would become a breach of or default under any such agreement.

5. All consents, waivers, approvals and other governmental actions required to be taken in order for MDX to enter into and fully comply with this Agreement have been received or obtained by MDX.

(c) The County and MDX agree that the preceding recitations and representations are true and correct and are incorporated into and made a part of this Agreement.

2. <u>Purposes of this Agreement.</u>

(a) The design and construction of the Project is necessary to facilitate and improve vehicular access to and from the MIA and the movement of traffic between MIA and facilities on the MDX Expressway System.

(b) FDOT has programmed funds for the Project. However, the committed funds represent only fifty per cent (50%) of the funds needed for the Project and therefore are insufficient to fully fund the Project. This Agreement provides for the conveyance of an interest in real

property to MDX by the County and authorization by the County for MDX to serve as the Local Agency to receive the FDOT matching funds for the design, construction and administration of the Project.

3. **Financial Support of the Purposes of this Agreement.**

(a) In order to partially fund the cost of the Project, FDOT programmed the sum of not to exceed Forty-Eight Million Five Hundred Thousand Dollars ($48,500,000.00) as a funding source for completion of the Project in the FDOT's 5 year work program under Item Number 420668-1 in fiscal years 2010, 2011, 2012, and 2013 and such funds will be available on a reimbursement basis to the Local Agency grant recipient.

(b) MDX will enter into a Joint Participation Agreement ("JPA") with FDOT wherein MDX will serve as the Local Agency to provide the funding for the Local Match for the Project and MDX will design, construct and administer the Project. The County will take reasonable steps to assist MDX in securing the JPA with FDOT. The Local Match to be funded by MDX will not exceed a total of Forty-Eight Million Five Hundred Thousand Dollars ($48,500,000.00).

(c) The Project budget will not exceed a total of Ninety-Seven Million Dollars ($97,000,000.00), which is the sum of the FDOT Grant and MDX's Local Match funds.

(d) The County is under no obligation to fund any portion of the Project but the County has the obligation to complete the property interest conveyance described in paragraph 4 below.

(e) Should the County request modifications to the Project subsequent to its letting and should MDX determine that those modifications will cause the Project costs to exceed the combined FDOT grant funds and the Local Match funded by MDX, the County and MDX may modify this agreement to provide for County funds to pay for the costs of the requested Project modifications, such funds to be paid to MDX within thirty (30) days of the modification of this agreement. No modifications will be made to the Project that cause the Project's costs to exceed the Project budget until County funds are received by MDX.

(f) Should MDX determine that the Project Costs will exceed the combined FDOT grant funds and the Local Match funded by MDX, MDX will so advise the County and the County and MDX will work together to either identify additional funds from a source other than MDX or develop a revised Project Scope of Services to keep the Project within the established budget.

4. **Conveyance of Real Property Interest.**

(a) The County agrees to convey to MDX a perpetual easement for the Central Boulevard improvements, as described in Exhibit __ attached hereto and made a part hereof, and further agrees that the County will not infringe or encroach on MDX's ability to facilitate

public access to the described easement, except as may be required for security, safety, or efficiency purposes as reasonably determined by the FAA, the Transportation Security Agency ("TSA"), or the Aviation Department. The County agrees to record the easement, at its sole expense, in the public records of Miami-Dade County, Florida.

(b) The County retains full responsibility for operation and payment of maintenance costs of Central Boulevard as described in Exhibit __ , attached hereto and made a part hereof, including the proposed improvements, after completion and final acceptance of the Project.

5. **Coordination of Design and Construction Activity; Use License During the Project; Post-Acceptance Repair Work.**

(a) During the construction phase of the Project, MDX shall be responsible for keeping Central Boulevard in an appropriate state of maintenance and repair. After final acceptance the responsibility for all operation and maintenance of Central Boulevard shall lie with the County.

(b)The County agrees to grant to MDX a license to make use of those portions of MIA that are not the subject of the perpetual easement described in Exhibit __, but which are open to the public or are not otherwise the subject of leasehold rights of tenants or users of the airport, so as to enable MDX and its contractors and consultants to reasonably access the easement property for Project purposes.

(c) MDX and the County agree to closely coordinate the design and construction activities of the Project.

(d) In order to coordinate the performance by the County and MDX of their respective obligations under this Agreement, MDX and the County agree to schedule and hold regular joint meetings between their respective staff and consultants. The objective of these meetings is to coordinate efforts with respect to the Project. Maintenance of Traffic ("MOT") for the Project will be in accordance with MDX's General Construction Specifications as may be necessarily modified through comment and coordination with the County, the FAA, and TSA. MDX agrees to obtain County review and comment on all Project milestone submittals and reports. The County agrees to provide comments to MDX and to attend all comment resolution meetings and MDX agrees to respond to all comments the County provides in relation to the Project.

(e) MDX agrees that it will take steps to assure that Central Boulevard is made reasonably available to the passengers and users of the Airport and at no time will it cause Central Boulevard to be shut down in its entirety.

(f) MDX agrees to coordinate access to MIA's terminals and will notify Miami-Dade Aviation Department (MDAD) in advance of any modification to the MOT plans.

(g) The parties shall take steps to assure that the Central Boulevard as improved hereunder is open at all times to the public in a reasonable and efficient manner and that MDX is assured of the improved efficiency of access to and interconnectivity of MDX facilities, in particular SR 112 and SR 836.

(h) Following acceptance of the work, MDAD will advise MDX of any post-acceptance repairs that need to be made. If MDX determines that the post-acceptance repairs are within the warranty period provided by its contractors or that the repairs are otherwise contractually required to be made by the contractors, MDX will take steps to have the contractors make the repairs. All such repair work performed by MDX's contractors on a post-acceptance basis shall be coordinated with MDAD and the standards applicable to the improvement work during the pre-acceptance period provided elsewhere herein shall apply to post-acceptance repair work.

6.Procurement of Project Services.

(a) MDX shall have sole control of the procurement and will let the Project for public bid in accordance with MDX procurement policies and procedures. In the event that bids or proposals submitted in response to the procurement cause the established budget for the Project to be exceeded, MDX shall consult with the County and shall be under no obligation to award the Project unless MDX and the County have first amended this Agreement to ensure the availability of funds from an acceptable source, in combination with available funds from MDX and FDOT to pay all costs of the Project.

(b) MDX has adopted a Small Business Participation Policy for its procurements. Businesses that meet the requirements for the MDX Program are those meeting the requirements of the CBE and CSBE Programs operated and administered by Miami-Dade County as codified in Miami-Dade County Code of Ordinances, Part III, Chapter 2, Section 2-10.4.01 and Chapter 10, Section 10-33.02, respectively. MDX will require a Small Business participation of fifteen per cent (15%) for the design and construction of the Project. In addition, MDX will afford bidders or proposers Small Business bonus points for Small Business participation up to thirty per cent (30%) in accordance with the MDX Procurement Policy.

7. Liability and Insurance.

MDX shall ensure that its contractors and consultants (1) maintain adequate insurance during the Project with MDX and the MDAD conferring to determine a reasonable level of insurance to be required for the work; (2) provide contractual indemnity to the County; and (3) name the County as an additional insured. Upon final acceptance of the Project when the County assumes responsibility for operation and maintenance of Central Boulevard, all liability and responsibility for the facility will lie with the County.

8. Dispute Resolution.

MDX and the County agree that they, through their duly authorized representatives, will meet and work toward a mutually satisfactory resolution of any dispute arising under this Agreement, failing which the parties may resort to their legal remedies as provided by law.

9. Termination.

MDX or the County may terminate this Agreement upon 30 days written notice to the other at the addresses set out in paragraph 12 below.

10. Miscellaneous Matters.

(a) MDX shall have sole control of the procurement of the Project and prosecution of the Project after letting.

(b) Project costs include design; construction; construction, engineering and inspection services; utility relocation costs; survey; geotechnical; contamination remediation, if required; MDX staff and general engineering consultant staff costs; and auditing costs required by statute or FDOT.

(c) The County is currently soliciting responses from developers/investors for the development of four investment sites at MIA as part of Project No. #01-01-08. Two of these potential investment sites, Area A and Area B, are immediately north and south of Central Boulevard and are shown and described in Exhibit __. The County will not enter into agreements related to either Area A or Area B that will adversely impact the terms and conditions of this Agreement or the prosecution of work on the Project. The County further agrees to obtain MDX comment on development plans for Area A and Area B prior to final approval of such plans.

(d) The County agrees to facilitate coordination with the Federal Aviation Administration (FAA) regarding any Project issues, including but not limited to regulatory permits required for the Project. The County and MDX understand that this Agreement is subject to approval of the Trustee under the Trust Agreement and the review and acceptance of the Agreement by the FAA.

(e) MDX hereby agrees that it will not impose a toll for the use of any portion of Central Boulevard without the mutual agreement of the County and MDX.

11. Counterparts.

This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12. Severability.

The provisions of this Agreement are independent of and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part, except to the extent that such invalidity or unenforceability causes the Agreement to fail of its essential purpose, in which case either party shall have the right to terminate the Agreement upon written notice to the other.

13. Notice.

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when delivered personally or by courier service or upon actual receipt of registered or certified mail, addressed as set forth below:

(a) To MDX: Miami-Dade Expressway Authority
Javier Rodriguez, P.E., Executive Director
3790 NW 21st Street
Miami, FL 33142

and

Miami-Dade Expressway Authority
Pamela S. Leslie, General Counsel
3790 NW 21st Street
Miami, FL 33142

(b) To County: Miami-Dade County
Jose´ Abreu, P.E., Aviation Director
P. O. Box 025504
Miami, FL 33102-5504

and

Office of the Miami-Dade County Attorney
Miami International Airport Terminal Building
Concourse A, 4th Floor
P. O. Box 025504
Miami, FL 33102-5504

Either party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph.

14. **No Third Party Beneficiaries to this Agreement.**

Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except a s specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

15. <u>Other Documents.</u>

MDX and the County will take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for herein; provided that MDX and the County acknowledge that certain additional actions by MDX or the County may require approval by their respective Boards, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to their obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, the MIAMI-DADE EXPRESSWAY AUTHORITY, signing by and through its Executive Director, and MIAMI-DADE COUNTY, FLORIDA, signing by and through the Mayor or his Designee, each duly authorized to execute same.

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved:

_____

Alfred Lurigados, Director of Engineering

Legal Approval:

_____

Pamela S. Leslie, General Counsel

By: _____

Javier Rodriguez, P. E., Executive Director

MIAMI-DADE COUNTY, FLORIDA

By: _____

Mayor or Designee

Attest: Harvey Ruvin, Clerk of the Board

By: _____

Deputy Clerk

Exhibit A
Perpetual Easement

Instrument prepared by and to be
returned to:

Miami-Dade County
Thomas P. Abbott, Esq.
Assistant County Attorney
PO Box 025504
Miami, Florida 33102-5504

Central Boulevard, Miami International
Airport
Section _ - Township _____.
Folio No. _____

Copy to:
Miami-Dade Expressway Authority
c/o Pamela Leslie, Esq.
3790 NW 21st Street
Miami, FL 33142

User Department: Miami-Dade County's Aviation Department

PERPETUAL EASEMENT FOR USE OF DESIGNATED PORTIONS OF CENTRAL BOULEVARD MIAMI INTERNATIONAL AIRPORT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE)

THIS EASEMENT, made this _____day of _____, A.D. 2009, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, and its successors in interest, whose Post Office address is 111 N.W. 1 st Street, Miami, Florida 33128-1993, party of the first part, and MIAMI-DADE EXPRESSWAY AUTHORITY, a body politic and corporate, a public instrumentality, and an agency of the State, whose place of business is _____, party of the second part (and sometimes referred to herein as "MDX"),

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 unto the party of the second part, its successors and assigns, a perpetual easement to (a) enter upon and design and construct those roadway improvements and new roadway facilities and

appurtenances as described in the Interlocal Agreement between the party of the first part and the party of the second part, dated _____2009, as approved by the Board of County Commissioners of the party of the first part in Resolution No. R-_____, in, on, and over those portions of Central Boulevard at Miami International Airport (the "Easement Properties") consisting of the areas designated as Parcels 1, 2, and 3 whose legal descriptions are provided in the attachment hereto and made a part hereof, and (b) assure improved efficiency of access to and interconnectivity of the facilities of the party of the second part, in particular State Road 112 and State Road 836.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, acting by and through the County Mayor, and attested to by the Clerk or the Deputy Clerk of said Board, the day and year first above written.

(OFFICIAL SEAL)

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

By: _____
County Mayor

ATTEST:
HARVEY RUVIN,
CLERK OF SAID BOARD

By: _____
Deputy Clerk

Legal Description:

PARCEL 1

A portion of the S.W. ¼ of Section 29, and the S.E. ¼ of Section 30, Township 53 South, Range 41 East, Miami-Dade County, Florida, lying West of State Road 953 (NW 42nd Avenue / LeJeune Road), East of the existing MIA Terminal Arrival and Departure Ramps and Dolphin and Flamingo Parking Garages areas, North of existing N.W. 20th Street and fuel tank farm, and South of existing Taxi parking and MIA Miami-Dade Police Station and being more particularly described as follows:

Commence at the S.E. corner of the S.W. ¼ of Section 29, Township 53 South, Range 41 East, Miami-Dade County, Florida; thence N 01°42'46" W along the East line of the S.W. ¼ of said Section 29 a distance of 1296.17 feet; thence S 87°23'59"W a distance of 113.23 feet to the Point of Beginning of the herein described parcel of land; Said Point of Beginning having a State Plane Coordinate Value of North 532624.75, East 898117.85, NAD '83 (90) , (North American Datum 1983, 1990 adjustment); thence S 00°02'54" E a distance of 472.89 feet; thence S 01°03'04" W a distance of 54.33 feet to a point of curvature of a circular curve concave to the Northwest; thence Southwesterly along the arc of said circular curve to the right, having for its elements a radius of 225.00 feet, a central angle of 86°07'45 for an arc distance of 338.23 feet; thence S 02°49'07" E a distance of 58.54 feet; thence S 88°16'33" W a distance of 32.72 feet; thence S 01°45'35" E a distance of 69.98 feet; thence S 88°14'26" W a distance of 149.80 feet to a point of intersection with a non-tangent circular curve concave to the Northwest; a radial line to this point bears S 75°21'38" E from the radius point of said curve; thence Southwesterly along the arc of said circular curve to the right, having for its elements a radius of 268.50 feet, a central angle of 19°27'44" for an arc distance of 91.20 feet to a point of tangency; thence S 34°06'06" W a distance of 137.74 feet to a point of curvature of a circular curve concave to the Northwest; thence Southwesterly along the arc of said circular curve to the right, having for its elements a radius of 80.00 feet, a central angle of 60°33'44" for an arch distance of 84.56 feet to a point of reverse curvature of a circular curve concave to the Southeast; thence Southwesterly, Southerly and Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 1.00 feet, a central angle of 150°42'15" for an arch distance of 2.63 feet to a point of tangency; thence S 56°02'25" E a distance of 21.07 feet; thence S 36°15'01" W a distance of 30.84 feet; thence N 53°44'59" W a distance of 14.91 feet to a point of curvature of a circular curve concave to the Southeast; thence Northwesterly, Westerly and Southwesterly along the arc of said circular curve to the left, having for its elements a radius of 23.58 feet, a central angle of 41°47'55" for an arch distance of 17.20 feet; thence N 53°44'59" W a distance of 87.49 feet to a point of curvature of a circular curve concave to the Southwest; thence Northwesterly, Westerly and Southwesterly along the arc of said circular curve to the left, having for its elements a radius of 340.00 feet, a central angle of 40°30'25" for an distance of 240.37 feet to a point of tangency; thence S 85°44'36" W a distance of 409.34 feet; thence S 85°40'24" W a distance of 466.48 feet to a point of curvature of a circular curve concave to the Southeast; thence Southwesterly along the arc of said circular curve to the left, having for its elements a radius of 1026.00 feet, a central angle of 13°08'32" for an arch distance of 169.55 feet to a point of tangency; thence S 72°31'53" W a distance of 17.57 feet; thence S 76°56'28" W a distance of 195.15 feet; thence N 89°42'54" W a distance of 59.27 feet to a point of intersection with a non-tangent circular curve concave to the Northwest; a radial line to this point bears S 16°37'17" E from the radius point of said curve; thence Southwesterly along the arc of said circular curve to

the right having for its elements a radius of 606.00 feet, a central angle of 14°12'33" for an arch distance of 150.28 feet; thence N 02°24'44" W a distance of 4.00 feet to a point of intersection with a nontangent circular curve concave to the Northwest; a radial line to this point bears S 02°24'34" E from the radius point of said curve; thence Southwesterly, Westerly, and Northwesterly along the arc of said circular curve to the right having for its elements a radius of 602.00 feet, a central angle of 3°12'08" for an arch distance of 33.65 feet to a point of tangency; thence N 89°12'36" W a distance of 41.52 feet to a point of intersection with a non-tangent circular curve concave to the Southwest; a radial line to this point bears N 00°47'24" E from the radius point of said curve; thence Northwesterly, Westerly and Southwesterly along the arc of said circular curve to the left, having for its elements a radius of 1500.00 feet, a central angle of 03°43'02" for an arch distance of 97.31 feet to a point of tangency; thence S 87°04'22" W a distance of 27.50 feet; thence N 02°55'38" W a distance of 57.20 feet to a point of intersection with a non-tangent circular curve concave to the Northwest; a radial line to this point bears S 12°13'34" E from the radius point of said curve; thence Southwesterly along the arc of said circular curve to the right having for its elements a radius of 811.90 feet, a central angle of 09°16'27" for an arch distance of 131.42 feet to a point of tangency; thence S 87°02'53" W a distance of 49.56 feet to a point of curvature of a circular curve concave to the Southeast; thence Southwesterly along the arc of said circular curve to the left, having for its elements a radius of 96.33 feet, a central angle of 23°41'02" for an arch distance of 39.82 feet; thence N 02°57"07" W a distance of 47.11 feet; thence N 87°02'53" E a distance of 68.98 feet to a point of curvature of a circular curve concave to the Northwest; thence Northeasterly along the arc of said circular curve to the left, having for its elements a radius of 772.50 feet, a central angle of 03°07'30" for an arch distance of 42.13 feet; thence N 05°12'11" W a distance of 33.01 feet to a point of intersection with a non-tangent circular curve concave to the Northwest; a radial line to this point bears S 05°12'11" E from the radius point of said curve; thence Northeasterly along the arc of said circular curve to the left, having for its elements a radius of 704.50 feet, a central angle of 10°36'09" for an arch distance of 130.37feet to a point of tangency; thence N 74°11'40" E a distance of 103.93 feet to a point of curvature of a circular curve concave to the Southwest; thence Easterly, Northerly and Northwesterly along the arc of said circular curve to the left, having for its elements a radius of 5.00 feet, a central angle of 162°43'45" for an arch distance of 14.20 feet to a point of reverse curvature of a circular curve concave to the Northeast; thence Northwesterly along the arc of said circular curve to the right, having for its elements a radius of 302.00 feet, a central angle of 08°56'58" for an arch distance of 47.17 feet to a point of tangency; thence N 79°35'07" W a distance of 127.92 feet; to a point of curvature of a circular curve concave to the Southeast; thence Northwesterly, Westerly and Southwesterly along the arc of said circular curve to the left, having for its elements a radius of 48.00 feet, a central angle of 49°55'22" for an arch distance of 41.82 feet to a point of tangency; thence S 50°29'31" W a distance of 3.65 feet; thence N 37°47'45" W a distance of 25.86 feet; thence N 73°13'07" E a distance of 31.18 feet; to a point of curvature of a circular curve concave to the Southeast; hence Northeasterly, Easterly and Southeasterly along the arc of said circular curve to the right, having for its elements a radius of 67.00 feet, a central angle of 27°11'45" for an arch distance of 31.80 feet to a point of tangency; thence S 79°35'07" E a distance of 11.51 feet to a point of curvature of a circular curve concave to the Northwest; thence Southeasterly, Northerly and Northwesterly along the arc of said circular curve to the left, having for its elements a radius of 4.00 feet, a central angle of 151°10'19" for an arch distance of 10.55 feet to a point of reverse curvature of a circular curve concave to the Northeast; thence Northwesterly along the arc of said circular curve to the right, having for its elements a radius of 202.00 feet, a central angle of

11°14'58" for an arch distance of 39.66 feet to a point of tangency; thence N 39°30'28" W a distance of 49.39 feet to a point of curvature of a circular curve concave to the Southwest; thence Northwesterly along the arc of said circular curve to the left, having for its elements a radius of 32.50 feet, a central angle of 53°25'10" for an arch distance of 30.30 feet; thence N 02°55'38" W a distance of 25.23 feet; thence N 50°33'39" E a distance of 35.10 feet; thence S 39°30'28" E a distance of 49.04 feet to a point of curvature of a circular curve concave to the Northeast; thence Southeasterly, Easterly and Northeasterly along the arc of said circular curve to the left, having for its elements a radius of 182.00 feet, a central angle of 54°49'08" for an arch distance of 174.13 feet to a point of tangency; thence N 85°40'24" E a distance of 30.12 feet; thence N 80°40'24" E a distance of 109.41 feet to a point of curvature of a circular curve concave to the Northwest; thence Northeasterly along the arc of said circular curve to the left, having for its elements a radius of 60.00 feet, a central angle of 70°05'20" for an arch distance of 73.40 feet to a point of intersection with a non-tangent circular curve concave to the Northeast; a radial line to this point bears S 01°49'14" W from the radius point of said curve; thence Northwesterly along the arc of said circular curve to the right, having for its elements a radius of 604.50 feet, a central angle of 38°39'33" for an arch distance of 407.88 feet; thence N 49°31'13" W a distance of 281.90 feet to a point of curvature of a circular curve concave to the Southwest; thence Northwesterly along the arc of said circular curve to the left, having for its elements a radius of 93.50 feet, a central angle of 26°57'26" for an arch distance of 43.99 feet; thence N 40°28'46" E a distance of 71.49 feet; thence N 51°04'32" W a distance of 75.96 feet to a point of intersection with a nontangent circular curve concave to the Southwest; a radial line to this point bears N 39°55'19" E from the radius point of said curve; thence Northwesterly along the arc of said circular curve to the left, having for its elements a radius of 933.66 feet, a central angle of 07°22'54" for an arch distance of 120.29 feet; thence N 39°28'57" E a distance of 106.90 feet to a point of intersection with a non-tangent circular curve concave to the Southwest; a radial line to this point bears N 41°05'33" E from the radius point of said curve; thence Southeasterly along the arc of said circular curve to the right, having for its elements a radius of 504.58 feet, a central angle of 09°44'32" for an arch distance of 85.79 feet; thence N 50°24'55" E a distance of 19.01 feet; thence S 39°34'56" E a distance of 12.70 feet to a point of curvature of a circular curve concave to the Northeast; thence Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 1211.00 feet, a central angle of 02°20'02" for an arch distance of 49.33 feet to a point of intersection with a non-tangent circular curve concave to the Northeast; a radial line to this point bears S 48°05'01" W from the radius point of said curve; thence Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 431.00 feet, a central angle of 13°54'44" for an arch distance of 104.65 feet to a point of tangency; thence S 55°49'42" E a distance of 58.40 feet; thence S 34°10'18" W a distance of 21.00 feet; thence S 55°49'43" E a distance of 147.68 feet to a point of curvature of a circular curve concave to the Northeast; thence Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 1002.00 feet, a central angle of 23°36'04" for an arch distance of 412.74 feet to a point of tangency; thence S 79°25'46" E a distance of 113.39 feet to a point of curvature of a circular curve concave to the Northeast; thence Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 1534.72 feet, a central angle of 06°58'34" for an arch distance of 186.86 feet; thence N 03°57'19" E a distance of 43.67 feet; thence N 87°04'22" E a distance of 34.54 feet; thence N 81°21'44" E a distance of 58.06 feet; thence N 87°04'22" E a distance of 1669.75 feet; thence N 17°36'54" E a distance of 16.70 feet to a point of intersection with a non-tangent circular curve concave to the Northwest; a radial line to this point bears S 05°33'20" W from the radius point of said curve; thence Southeasterly, Easterly and Northeasterly along the arc of said circular curve

to the left, having for its elements a radius of 103.49 feet, a central angle of 77°52'56" for an arch distance of 140.68 feet; thence N 18°00'20" E a distance of 173.92 feet; thence N 31°10'09" E a distance of 51.41 feet to a point of intersection with a non-tangent circular curve concave to the Northwest; a radial line to this point bears S 72°33'18" E from the radius point of said curve; thence Northeasterly along the arc of said circular curve to the left, having for its elements a radius of 338.50 feet, a central angle of 17°29'36" for an arch distance of 103.35 feet to a point of tangency; thence N 00°02'54" W a distance of 146.36 feet; thence N 13°26'51" E a distance of 51.42 feet; thence N 00°02'56" W a distance of 48.64 feet; thence N 89°57'06" E a distance of 11.50 feet to the Point of Beginning. Said Parcel contains 1,045,649 square feet more or less or 24.00 acres more or less.

SURVEYOR'S NOTES:

This Legal Description and Sketch was prepared at the direction of MDAD.

MDAD designated the Subject Parcel by providing highlighted sketches of the geometry to be created.

The limits of the Parcel were defined by electronic drawing files (DSGNRDCI .DGN and DSGNRDPI .DGN) provided by MDAD on November 07, 2008. More specifically as instructed by MDAD the Central Boulevard (Parcel 1) Corridor was defined by the outermost back of curb line referenced in CADD files DSGNRDCI .DGN and DSGNRDPI .DGN (as designated by the highlighted sketches referenced above).

The digital files (DSGNRDCI .DGN and DSGNRDPI .DGN) were provided in MIA (local) grid and were converted to the Florida State Plane Coordinate System (North American Datum of 83/90) utilizing specific instruction referenced in CADD file SURVC2O1.DGN.

The geometry for the legal description created for this Parcel took into consideration the position of the back of curb determined from the CADD files provided as well as respecting the integrity of the geometry itself. Examples of this would be if a curve came into a line and it did not compromise the location of the curb to create a tangential arc then the geometry was respected. If there were several curves of similar radii adjacent to each other a best fit was utilized to created one curve in lieu of numerous inconsequential segments.

At the direction of the Airport Engineer we respected the configuration provided.

Bearings and Coordinates shown hereon refer to Florida State Plane Coordinate system, East zone (0901), North American Datum (N.A.D.) 1983 (1990 adjustment) US Survey Feet.

This "Legal Description and Sketch" is intended for the use of the parties to whom this survey is certified to and for. Any reproduction is not an original. This surveyor retains an original to verify these dated contents for validity.

This legal description and parcel sketch was prepared for appraisal review of the Central Boulevard corridor for MDAD.

This Legal Description and Sketch are not valid one without the other.

This sketch shown hereon in its graphic form is the record depiction of the surveyed lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital format of this Survey. This map is intended to be displayed at a scale of 1"=200' or smaller. At the maximum intended displayed scale the survey and sketch's positional accuracy value occupies 1/20" on the display.

Abbreviations:

MIA = Miami International Airport
MDAD = Miami-Dade Aviation Department

SURVEYOR'S CERTIFICATION:

This is to certify to the herein named firm and/or persons that this "Legal Description and Sketch" of the herein described property is true and correct to the best of our knowledge and belief. I further certify that this "Legal Description and Sketch" meets the Minimum Technical Standard Requirements as set forth in Rule 61G17-6 as adopted by the Florida Board of Professional Surveyors and Mappers pursuant to Chapter 472.027 Florida Statutes.

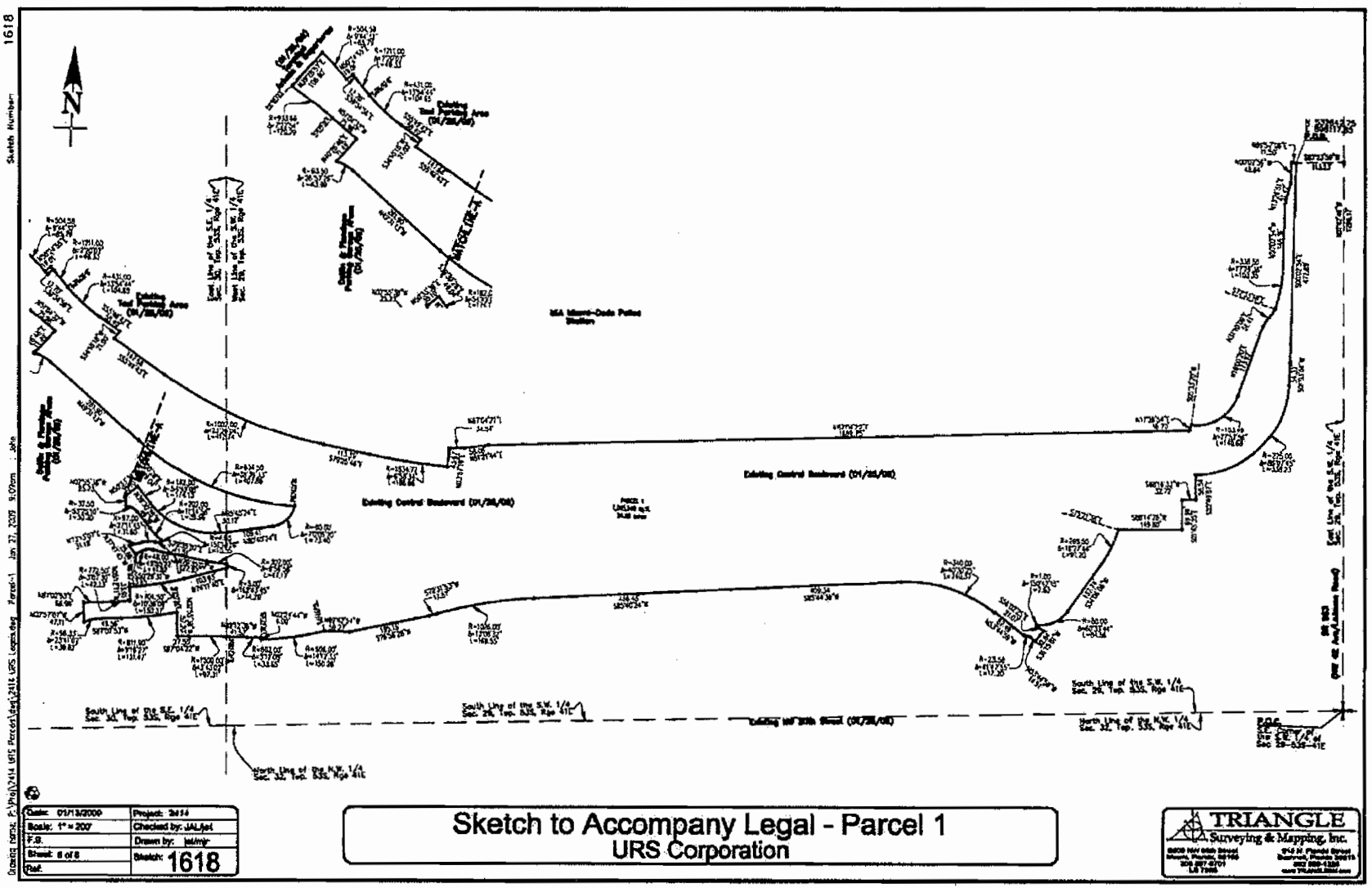
Dated: January 25, 2009
Revised: January 27, 2009 (Notations to Sketches)

Triangle Surveying & Mapping, Inc.

John Liptak
Professional Surveyor and Mapper #5664
State of Florida

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper

Triangle Surveying & Mapping, Inc.
8609 NW 66 ST – Miami, Fl 33166
305-597-9701



Sketch to Accompany Legal - Parcel 1
URS Corporation

Sketch Number 1618

24

Legal Description:

PARCEL 2

A portion of the S.W. ¼ of Section 29, and the S.E. ¼ of Section 30, Township 53 South, Range 41 East, Miami-Dade County, Florida, lying West of State Road 953 (NW 42nd Avenue / LeJeune Road), East of the existing MIA Terminal Arrival and Departure Ramps and Dolphin and Flamingo Parking Garages areas, North of existing N.W. 20th Street and fuel tank farm, and Southeast of existing Taxi parking area and being more particularly described as follows:

Commence at the S.E. corner of the S.W. ¼ of Section 29, Township 53 South, Range 41 East, Miami-Dade County, Florida; thence N 01°42'46" W along the East line of the S.W. ¼ of said Section 29 a distance of 1051.70 feet; thence S 87°23'59"W a distance of 2207.18 feet to the Point of Beginning of the herein described parcel of land; Said Point of Beginning having a State Plane Coordinate Value of North 532285.39, East 896033.36, NAD '83 (90) , (North American Datum 1983, 1990 adjustment); thence S 09°23'34" E a distance of 28.27 feet; thence S 59°29'56" E a distance of 32.51 feet to a point of intersection with a non-tangent circular curve concave to the Southeast; a radial line to this point bears N 59°29'56" W from the radius point of said curve; thence Southwesterly along the arc of said circular curve to the left, having for its elements a radius of 158.00 feet, a central angle of 12°35'37" for an arch distance of 34.73 feet to a point of intersection with a non-tangent circular curve concave to the Southeast; a radial line to this point bears N 72°05'32" W from the radius point of said curve; thence Southwesterly, Southerly and Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 108.00 feet, a central angle of 20°50'05" for an arch distance of 39.27 feet to a point of tangency; thence S 02°55'38" E a distance of 83.69 feet; to a point of curvature of a circular curve concave to the Northeast; thence Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 974.00 feet, a central angle of 07°55'48" for an arch distance of 134.81 feet; thence S 16°19'03" E a distance of 34.98 feet to a point of curvature of a circular curve concave to the Northeast; thence Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 48.00 feet, a central angle of 76°36'34" for an arch distance of 64.18 feet; thence S 03°57'19" W a distance of 43.67 feet to a point of intersection with a non-tangent circular curve concave to the Northeast; a radial line to this point bears S 03°35'40" W from the radius point of said curve; thence Northwesterly along the arc of said circular curve to the right, having for its elements a radius of 1534.72 feet, a central angle of 06°58'34" for an arch distance of 186.86 feet to a point of tangency; thence N 79°25'46" W a distance of 113.39 feet to a point of curvature of a circular curve concave to the Northeast; thence Northwesterly along the arc of said circular curve to the right, having for its elements a radius of 1002.00 feet, a central angle of 23°36'04" for an arch distance of 412.74 feet to a point of tangency; thence N 55°49'43" W a distance of 147.68 feet; thence N 34°10'18" E a distance of 21.00 feet; thence S 55°49'42" E a distance of 107.41 feet; thence S 59°38'33" E a distance of 60.07 feet; to a point of intersection with a non-tangent circular curve concave to the Northwest; a radial line to this point bears S 30°21'27" W from the radius point of said curve; thence Southeasterly, Easterly, Northeasterly and Northwesterly along the arc of said circular curve to the left, having for its elements a radius of 58.00 feet, a central angle of 123°17'04" for an arch distance of 124.80 feet to a point of tangency; thence N 02°55'38" W a distance of 61.73 feet; thence N 87°04'22" E a distance of 60.00 feet; thence S 02°55'38" E a distance of 45.47 feet to a point of intersection with a nontangent circular curve concave to the Southwest; a radial line to this point bears N 02°55'38" W from the radius point of said curve; thence

Southeasterly along the arc of said circular curve to the right, having for its elements a radius of 18.00 feet, a central angle of 90°00'00" for an arch distance of 28.27 feet to a point of tangency; thence S 02°55'38" E a distance of 72.64 feet to a point of curvature of a circular curve concave to the Northeast; thence Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 30.50 feet, a central angle of 90°00'00" for an arch distance of 47.91feet to a point of tangency; thence N 87°04'22" E a distance of 27.05 feet; thence S 75°07'28" E a distance of 127.26 feet to a point of curvature of a circular curve concave to the Southwest; thence Southeasterly along the arc of said circular curve to the right, having for its elements a radius of 101.00 feet, a central angle of 40°37'19" for an arch distance of 71.61 feet to a point of tangency; thence S 34°30'09" E a distance of 15.23 feet to a point of curvature of a circular curve concave to the Northeast; thence Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 28.00 feet, a central angle of 47°55'37" for an arch distance of 23.42 feet to a point of tangency; thence S 82°25'46" E a distance of 44.34 feet to a point of curvature of a circular curve concave to the Northwest; thence Southeasterly, Easterly and Northeasterly along the arc of said circular curve to the left, having for its elements a radius of 33.00 feet, a central angle of 100°29'51" for an arch distance of 57.88 feet to a point of tangency; thence N 02°55'38" W a distance of 266.18 feet to a point of intersection with a non-tangent circular curve concave to the Southwest; a radial line to this point bears N 87°04'22" E from the radius point of said curve; thence Northwesterly along the arc of said circular curve to the left, having for its elements a radius of 518.00 feet, a central angle of 07°51'44" for an arch distance of 71.08 feet; thence N 79°12'38" E a distance of 62.00 feet to the Point of Beginning. Said Parcel contains 83,263 square feet more or less or 1.91 acres more or less.

SURVEYOR'S NOTES:

This Legal Description and Sketch was prepared at the direction of MDAD.

MDAD designated the Subject Parcel by providing highlighted sketches of the geometry to be created.

The limits of the Parcel were defined by electronic drawing files (DSGNRDCI .DGN and DSGNRDPI .DGN) provided by MDAD on November 07, 2008. More specifically as instructed by MDAD the Limits for the Subject Parcel was defined by the outermost back of curb line referenced in CADD files DSGNRDCI .DGN and DSGNRDPI .DGN (as designated by the highlighted sketches referenced above).

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The geometry for the legal description created for this Parcel took into consideration the position of the back of curb determined from the CADD files provided as well as respecting the integrity of the geometry itself. Examples of this would be if a curve came into a line and it did not compromise the location of the curb to create a tangential arc then the geometry was respected. If there were several curves of similar radii adjacent to each other a best fit was utilized to created one curve in lieu of numerous inconsequential segments.

At the direction of the Airport Engineer we respected the configuration provided.

Bearings and Coordinates shown hereon refer to Florida State Plane Coordinate system, East zone (0901), North American Datum (N.A.D.) 1983 (1990 adjustment) US Survey Feet.

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MDAD = Miami-Dade Aviation Department

SURVEYOR'S CERTIFICATION:

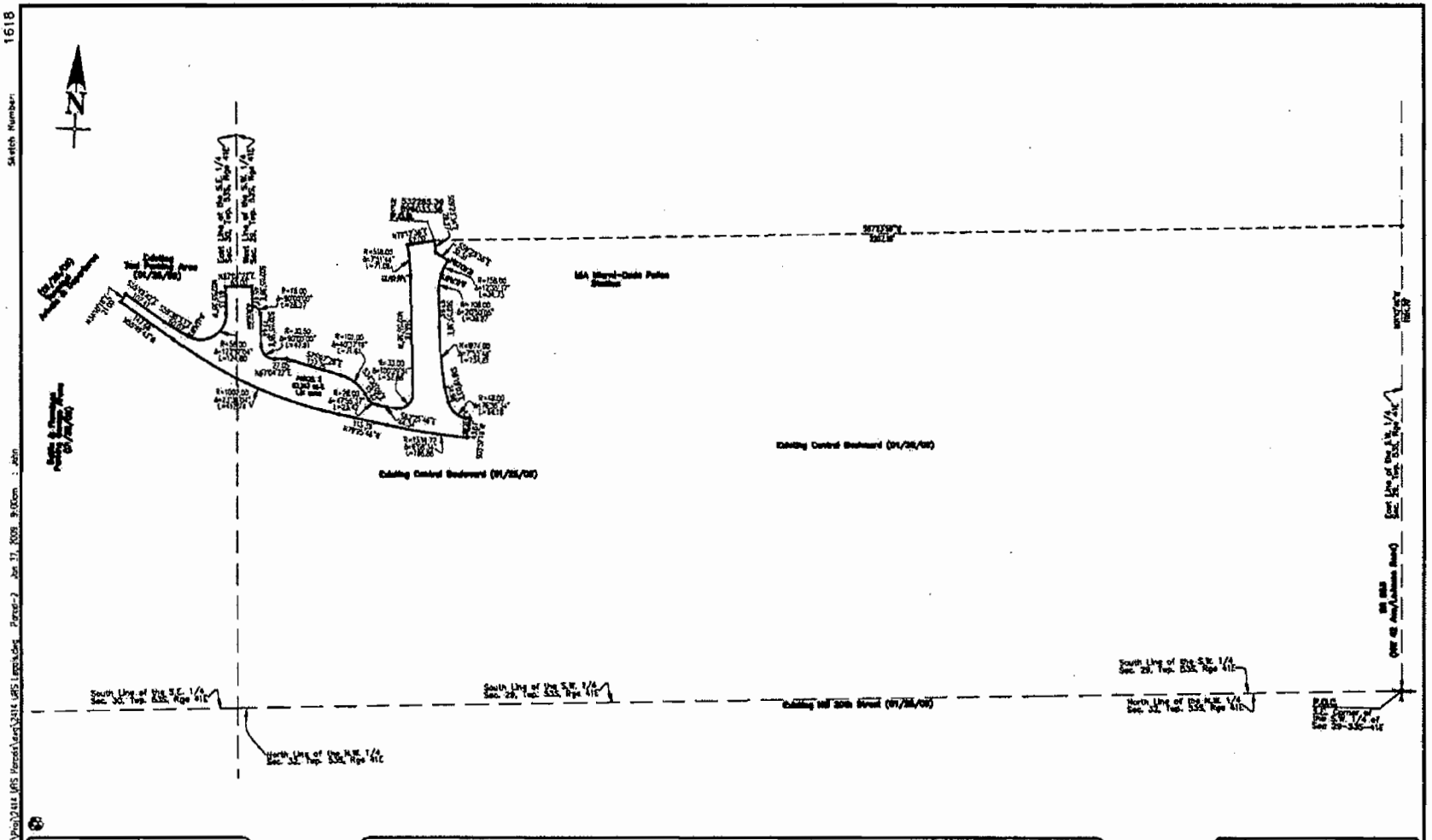
This is to certify to the herein named firm and/or persons that this "Legal Description and Sketch" of the herein described property is true and correct to the best of our knowledge and belief. I further certify that this "Legal Description and Sketch" meets the Minimum Technical Standard Requirements as set forth in Rule 61G17-6 as adopted by the Florida Board of Professional Surveyors and Mappers pursuant to Chapter 472.027 Florida Statutes.

Dated: January 25, 2009
Revised: January 27, 2009 (Notations to Sketches)

Triangle Surveying & Mapping, Inc.

John Liptak
Professional Surveyor and Mapper #5664
State of Florida

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper



Date: 01/13/2009	Project: 2414
Scale: 1" = 200'	Checked by: JAL/jal
F.B.	Drawn by: jal/mjr
Sheet: 5 of 5	Sketch: 1618
Ref:	

Sketch to Accompany Legal - Parcel 2
URS Corporation

TRIANGLE Surveying & Mapping, Inc.

29

Legal Description:

PARCEL 3

A portion of the S.W. ¼ of Section 29, and the SW ¼ of Section 32, Township 53 South, Range 41 East, Miami-Dade County, Florida, lying West of State Road 953 (NW 42nd Avenue / LeJeune Road), East of the existing MIA Terminal Arrival and Departure Ramps and Dolphin and Flamingo Parking Garages areas, North and West of existing fuel tank farm, and South of existing Central Boulevard and being more particularly described as follows:

41 East, Miami-Dade County, Florida; thence N 01°42'46" W along the East line of the S.W. ¼ of said Section 29 a distance of 34.14 feet; thence S 87°23'59"W a distance of 851.10 feet to the Point of Beginning of the herein described parcel of land; Said Point of Beginning having a State Plane Coordinate Value of North 531329.81, East 897418.45, NAD '83 (90) , (North American Datum 1983, 1990 adjustment); thence S 48°43'33" W a distance of 25.24 feet; thence S 02°37'12" E a distance of 67.79 feet; thence S 87°24'05" W a distance of 318.51 feet; thence S 01°29'55" E a distance of 0.75 feet; thence S 87°24'05" W a distance of 246.12 feet; thence S 26°45'05" W a distance of 18.37 feet; thence S 63°10'04" E a distance of 138.61 feet; thence S 84°00'25" E a distance of 5.12 feet to a point of intersection with a non-tangent circular curve concave to the Southwest; a radial line to this point bears N 29°22'41" E from the radius point of said curve; thence Southeasterly along the arc of said circular curve to the right, having for its elements a radius of 364.00 feet, a central angle of 07°53'14" for an arch distance of 50.11 feet to a point of reverse curvature of a circular curve concave to the Northeast; thence Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 336.00 feet, a central angle of 12°27'46" for an arch distance of 73.09 feet to a point of tangency; thence S 65°11'51" E a distance of 209.58 feet; thence S 33°04'41" W a distance of 29.87 feet; thence N 56°55'19" W a distance of 10.81 feet; thence N 65°11'51" W a distance of 194.59 feet to a point of curvature of a circular curve concave to the Northeast; thence Northwesterly along the arc of said circular curve to the right, having for its elements a radius of 364.00 feet, a central angle of 12°27'46" for an arch distance of 79.18 feet to a point of reverse curvature of a circular curve concave to the Southwest; thence Northwesterly along the arc of said circular curve to the left, having for its elements a radius of 336.00 feet, a central angle of 12°01'44" for an arch distance of 70.54 feet to a point of tangency; thence N 64°45'48" W a distance of 127.75 feet to a point of intersection with a non-tangent circular curve concave to the Southeast; a radial line to this point bears N 12°26'16" W from the radius point of said curve; thence Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 10.52 feet, a central angle of 59°50'43" for an arch distance of 10.99 feet; thence N 64°00'02" W a distance of 28.00 feet to a point of intersection with a nontangent circular curve concave to the Southwest; a radial line to this point bears S 64°45'48" E from the radius point of said curve; thence Northwesterly along the arc of said circular curve to the left, having for its elements a radius of 10.00 feet, a central angle of 50°32'26" for an arch distance of 8.82 feet to a point of intersection with a nontangent circular curve concave to the Southeast; a radial line to this point bears N 20°21'14" E from the radius point of said curve; thence Northwesterly, Westerly and Southwesterly along the arc of said circular curve to the left, having for its elements a radius of 168.00 feet, a central angle of 80°09'09" for an arch distance of 235.02 feet to a point of intersection with a non-tangent circular curve concave to the Northeast; a radial line to this point bears N 84°50'18" W from the radius point of said curve; thence Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 19.00 feet, a

central angle of 70°21'02" for an arch distance of 23.33 feet to a point of tangency; thence S 65°11'20" E a distance of 14.36 feet; thence S 24°48'40" W a distance of 55.00 feet; thence N 65°11'20" W a distance of 18.00 feet to a point of curvature of a circular curve concave to the Southeast; thence Northwesterly, Westerly and Southwesterly along the arc of said circular curve to the left, having for its elementsa radius of 18.00 feet, a central angle of 90°00'00" for an arch distance of 28.27 feet to a point of tangency; thence S 24°48'40" W a distance of 147.28 feet to a point of curvature of a circular curve concave to the Northeast; thence Southwesterly, Westerly and Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 23.00 feet, a central angle of 91°42'35" for an arch distance of 36.81 feet; thence S 25°05'34" W a distance of 28.05 feet to a point of intersection with a nontangent circular curve concave to the Southeast; a radial line to this point bears N 28°10'52" E from the radius point of said curve; thence Northwesterly, Westerly and Southwesterly along the arc of said circular curve to the left, having for its elements a radius of 25.00 feet, a central angle of 90°24'08" for an arch distance of 39.45 feet; thence S 43°39'53" W a distance of 41.59 feet; thence N 62°13'16" W a distance of 31.16 feet to a point of intersection with a non-tangent circular curve concave to the Northwest; a radial line to this point bears S 41°28'25" E from the radius point of said curve; thence Southwesterly along the arc of said circular curve to the right, having for its elements a radius of 36.00 feet, a central angle of 56°56'14" for an arch distance of 35.77 feet to a point of tangency; thence N 74°32'11" W a distance of 51.18 feet; thence N 15°27'49" E a distance of 4.00 feet; thence N 50°45'14" E a distance of 49.90 feet; thence S 53°12'02" E a distance of 4.00 feet to a point of intersection with a non-tangent circular curve concave to the Northeast; a radial line to this point bears N 53°12'02" W from the radius point of said curve; thence Southeasterly, Easterly, and Northeasterly along the arc of said circular curve to the left, having for its elements a radius of 20.00 feet, a central angle of 188°44'31" for an arch distance of 65.88 feet to a point of compound curvature of a circular curve concave to the Northwest; thence Northeasterly along the arc of said circular curve to the left, having for its elements a radius of 423.00 feet, a central angle of 28°40'14" for an arch distance of 211.67 feet to a point of compound curvature of a circular curve concave to the Southwest; thence Northeasterly, Northerly and Northwesterly along the arc of said circular curve to the left, having for its elements a radius of 8.00 feet, a central angle of 72°45'12" for an arch distance of 10.16 feet to a point of reverse curvature of a circular curve concave to the Northeast; thence Northwesterly along the arc of said circular curve to the right, having for its elements a radius of 14.00 feet, a central angle of 70°44'45" for an arch distance of 17.29 feet to a point of tangency; thence N 02°37'12" W a distance of 98.97 feet; thence N 06°26'02" W a distance of 26.00 feet to a point of curvature of a circular curve concave to the Southwest; thence Northwesterly, Westerly and Southwesterly along the arc of said circular curve to the left, having for its elements a radius of 38.00 feet, a central angle of 86°11'11" for an arch distance of 57.16 feet to a point of tangency; thence S 87°22'47" W a distance of 303.31 feet to a point of curvature of a circular curve concave to the Southeast; thence Southwesterly, Westerly and Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 13.00 feet, a central angle of 90°00'00" for an arch distance of 20.42 feet to a point of tangency; thence S 02°37'13" E a distance of 6.00 feet; thence S 87°22'48" W a distance of 28.10 feet; thence N 02°37'13" W a distance of 6.00 feet to a point of curvature of a circular curve concave to the Southwest; thence Northwesterly, Westerly and Southwesterly along the arc of said circular curve to the left, having for its elements a radius of 13.00 feet, a central angle of 90°00'00" for an arch distance of 20.42 feet to a point of tangency; thence S 87°22'47" W a distance of 265.23 feet; thence S 83°51'14" W a distance of 38.16 feet; thence N 07°13'31" W a distance of 43.69 feet; thence N 82°46'29" E a distance of 41.73 feet; thence N 72°36'39" E a distance of

30.60 feet; thence N 13°27'46" E a distance of 101.33 feet to a point of curvature of a circular curve concave to the Southeast; thence Northeasterly along the arc of said circular curve to the right, having for its elements a radius of 174.00 feet, a central angle of 35°24'58" for an arch distance of 107.55 feet; thence S 89°42'54" E a distance of 56.56 feet; thence N 76°56'28" E a distance of 195.15 feet; thence N 72°31'53" E a distance of 17.57 feet to a point of curvature of a circular curve concave to the Southeast; thence Northeasterly along the arc of said circular curve to the right, having for its elements a radius of 1026.00 feet, a central angle of 09°28'06" for an arch distance of 169.55 feet; thence S 23°25'53" E a distance of 50.05 feet; thence S 36°55'38" E a distance of 117.27 feet to a point of curvature of a circular curve concave to the Northeast; thence Southeasterly along the arc of said circular curve to the left, having for its elements a radius of 198.00 feet, a central angle of 51°11'35" for an arch a distance of 176.91 feet to a point of tangency; thence S 88°07'12" E a distance of 292.86 feet; thence N 87°22'47" E a distance of 610.97 feet to the Point of Beginning. Said Parcel contains 315,718 square feet more or less or 7.25 acres more or less.

SURVEYOR'S NOTES:

This Legal Description and Sketch was prepared at the direction of MDAD.

MDAD designated the Subject Parcel by providing highlighted sketches of the geometry to be created.

The limits of the Parcel were defined by electronic drawing files (DSGNRDCI .DGN and DSGNRDPI .DGN) provided by MDAD on November 07, 2008. More specifically as instructed by MDAD the Central Boulevard (Parcel 1) Corridor was defined by the outermost back of curb line referenced in CADD files DSGNRDCI .DGN and DSGNRDPI .DGN (as designated by the highlighted sketches referenced above).

The digital files (DSGNRDCI .DGN and DSGNRDPI .DGN) were provided in MIA (local) grid and were converted to the Florida State Plane Coordinate System (North American Datum of 83/90) utilizing specific instruction referenced in CADD file SURVC2O1.DGN.

The geometry for the legal description created for this Parcel took into consideration the position of the back of curb determined from the CADD files provided as well as respecting the integrity of the geometry itself. Examples of this would be if a curve came into a line and it did not compromise the location of the curb to create a tangential arc then the geometry was respected. If there were several curves of similar radii adjacent to each other a best fit was utilized to created one curve in lieu of numerous inconsequential segments.

This Legal Description and Sketch are not valid one without the other. This sketch shown hereon in its graphic form is the record depiction of the surveyed lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital format of this Survey. This map is intended to be displayed at a scale of 1"=200' or smaller. At the maximum intended displayed scale the survey and sketch's positional accuracy value occupies 1/20" on the display.

Abbreviations:
MIA = Miami International Airport
MDAD = Miami-Dade Aviation Department

SURVEYOR'S CERTIFICATION:

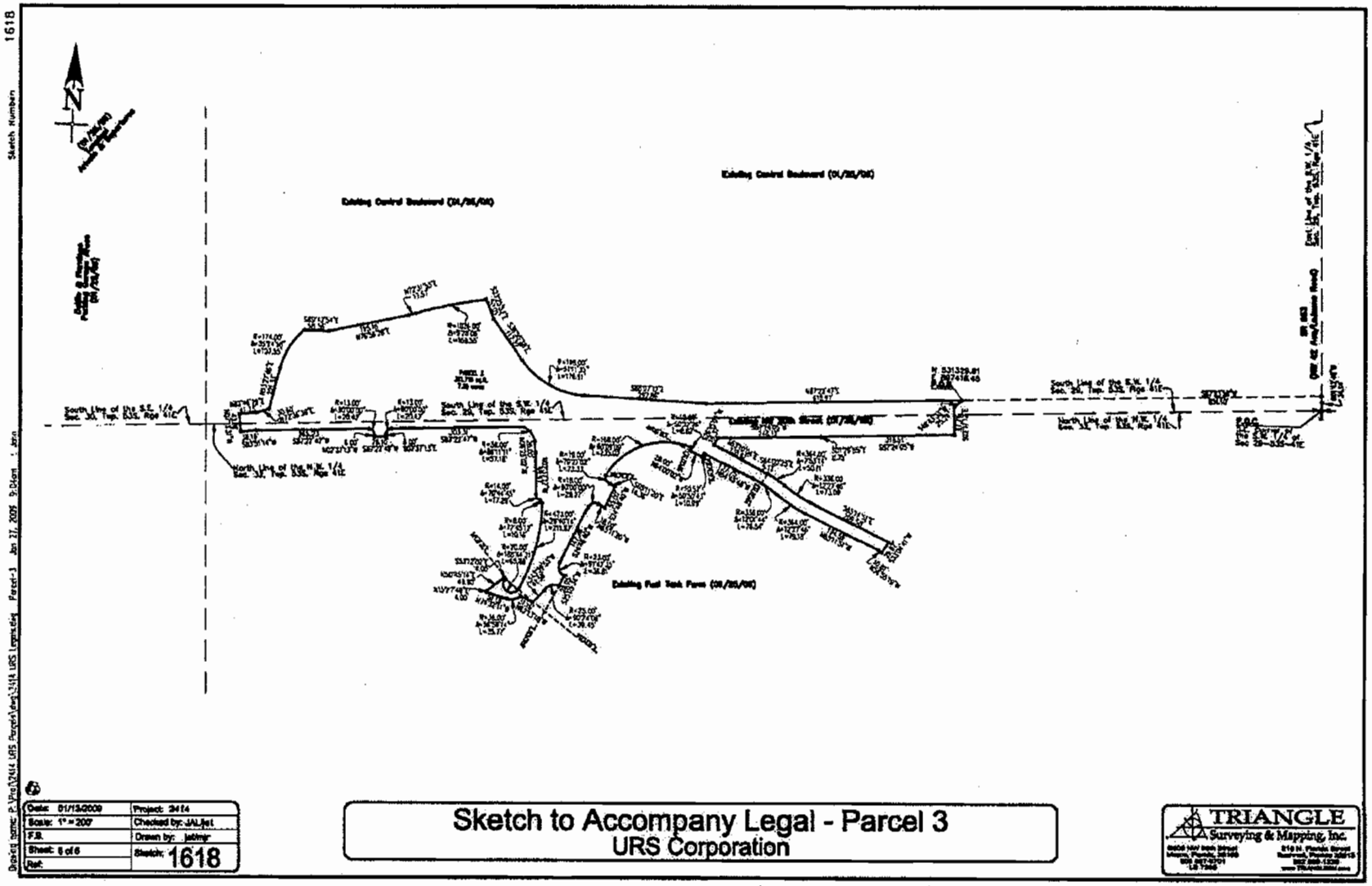
This is to certify to the herein named firm and/or persons that this "Legal Description and Sketch" of the herein described property is true and correct to the best of our knowledge and belief. I further certify that this "Legal Description and Sketch" meets the Minimum Technical Standard Requirements as set forth in Rule 61G17-6 as adopted by the Florida Board of Professional Surveyors and Mappers pursuant to Chapter 472.027 Florida Statutes.

Dated: January 25, 2009
Revised: January 27, 2009 (Notations to Sketches)

Triangle Surveying & Mapping, Inc.

John Liptak
Professional Surveyor and Mapper #5664
State of Florida

Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.



Date: 01/13/2009	Project: 3414
Scale: 1" = 200'	Checked by: JAL/jet
F.B.	Drawn by: jab/mjr
Sheet: 6 of 6	Sketch: 1618
Ref:	

Sketch to Accompany Legal - Parcel 3
URS Corporation

TRIANGLE Surveying & Mapping, Inc.

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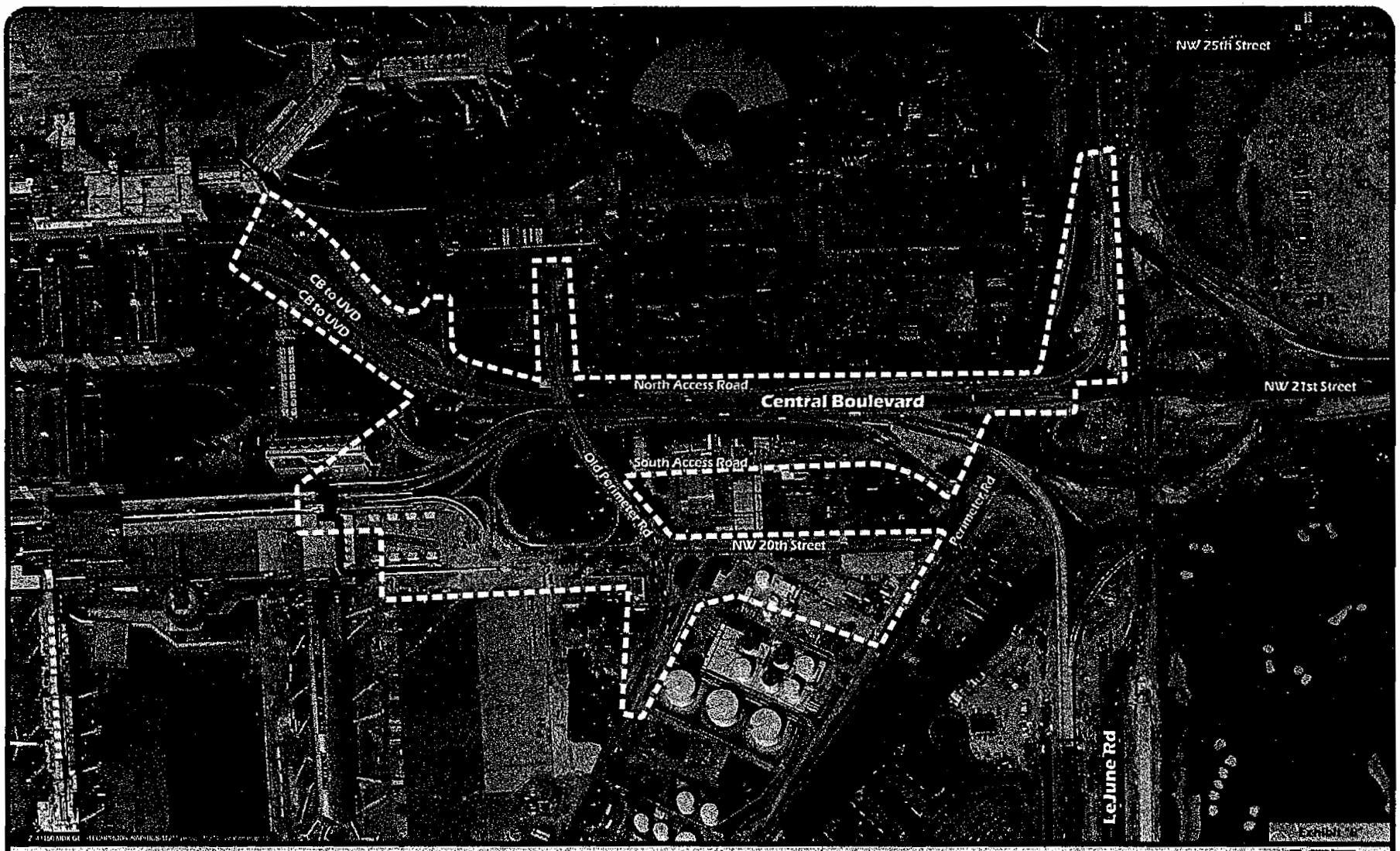
Exhibit B
Location Map

(Note that areas identified on Exhibit B are greater than the areas conveyed to MDX under the Easement in Exhibit A.

The Exhibit B areas are depicted for general identification of areas of interest to the parties, including the easement areas.)



Central Boulevard Widening, Realignment & Service Loop
Project Location

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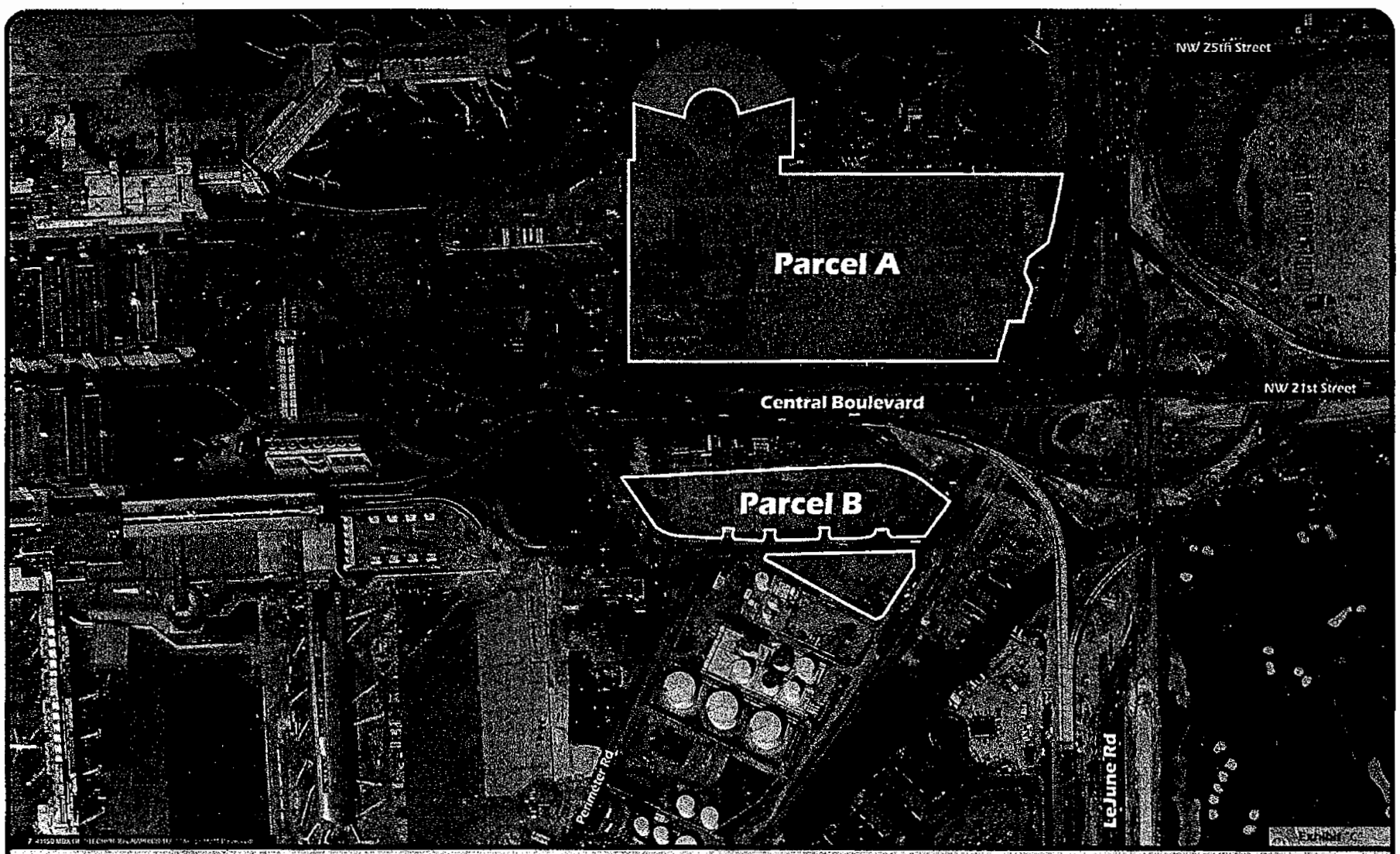
Exhibit C
Proposed Investment Property Parcels



Central Boulevard Widening, Realignment & Service Loop
Proposed Investment Propoerty Parcels

MIA