MEMORANDUM Agenda Item No. 8(A)(1)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: November 15, 2011

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

SUBJECT: Resolution relating to Miami International Airport; approving agreement for conveyance between the FDOT and Miami-Dade County under which FDOT will convey to the County for $95,000,000

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/up

Memorandum

MIAMI-DADE COUNTY

Date: November 15, 2011

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving the Florida Department of Transportation's Conveyance of the Rental Car Facility at Miami International Airport to Miami-Dade County through a Quit Claim Deed and an Aerial Easement, and Waiving Competitive Bidding to Allow the Car Rental Companies to Perform Operation and Maintenance Services on the MIA Mover Train Station at the Rental Car Center

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RECOMMENDATION

It is recommended that the Board:

(a) Approve the attached Agreement for Conveyance between the Florida Department of Transportation (FDOT) and Miami-Dade County, under which FDOT will convey to the County (i) by Quit Claim Deed, a fee-simple interest in the Rental Car Center (RCC) located at Miami International Airport (MIA) and (ii) by Aerial Easement, an easement interest to the County for a portion of the MIA/Mover Train Station that is not located within the premises covered by the Quit Claim Deed; and

(b) Waive competitive bidding under Section 5.03D of the Home Rule Charter and approve the amendment to the existing Maintenance, Operational Services, Fuel System, and Consolidated Busing Operations (MOFB) Agreement between the County and the car rental companies operating within the RCC that will permit the car rental companies to enter into an agreement with a maintenance company (by way of an original agreement or by amendment to their existing agreement between the car rental companies and their MOFB provider) so as to provide Operations and Maintenance (O&M) services for the MIA/Mover train station located within the RCC and any other portion of the MIA Mover requiring O&M services to be performed by the County.

SCOPE

The project associated with this agreement is located within Commissioner Rebeca Sosa's District Six; however, the impact of this project is Countywide in nature as the Rental Car Center (formerly known as the Rental Car Facility) and MIA are regional assets.

FISCAL IMPACT

There is no fiscal impact resulting from this conveyance; however, there is a fiscal impact from the Miami-Dade Aviation Department's (MDAD) obligation to fund at least 50 percent of the ongoing Operating and Maintenance (O&M) expenses of the MIA Mover train system. Funds for the County's portion of the Train Station O&M costs, estimated to be $200,000.00 annually, have been budgeted for the 2011-2012 Fiscal Year.

PROJECT MONITOR

The RCC will be monitored by Miguel Southwell, MDAD's Deputy Aviation Director for Retention and Business Development.

BACKGROUND

By Resolution No. R-1268-99, approved on December 7, 1999, the Board approved a Memorandum of Understanding (MOU) between the County and FDOT regarding FDOT's construction of the Miami Intermodal Center (MIC) at MIA. The MOU reflected FDOT's receipt of a federal loan of $433 million from the U.S. Department of Transportation (USDOT) under Transportation Infrastructure Finance and Innovation Act (TIFIA) for completion of the MIC project in its entirety, of which $269 million was designated as the "FDOT Portion" and $164,000,000 was designated as the "MDAD Portion." The MIC

project includes the RCC itself, a MIC Core Building (MIC), and an automated people mover train system (MIA Mover or sometimes the MIC/MIA train) connecting MIA's Terminal Building with the RCC and the MIC. Per the MOU, the MDAD portion was to be used for construction of the RCC and to pay for the related land acquisition costs.

By Resolution No. R-683-00, the Board approved the form of a Memorandum of Understanding between the County and all car rental companies desiring to operate in the RCC. Section 4 of the MOU obligates each car rental company to collect Customer Facility Charges (CFCs) from its customers to pay certain expenses, including the O&M expenses associated with the MIA Mover. However, under this MOU and under the Security Agreement of 2007, the CFCs cannot pay for more than 50 percent of the MIA Mover's total expenses in the first five years and cannot pay for more than a stated percentage to be determined based on utilization in subsequent years. Accordingly, the County through its Aviation Department is obligated to use its funds to pay the remainder of the O&M expenses for the MIA/Mover train system.

Rather than have the County provide O&M services to some portions of the RCC and the car rental companies provide those services to the other portions, as was required by the Loan Documents, the car rental companies requested they be allowed to provide the County's portion of the O&M services for the RCC. By Resolution No. R-97-10, adopted by the Board on February 2, 2010, the Board approved the MOFB Agreement, under which the car rental companies assumed the right and obligation to provide O&M services in designated portions of the RCC. Thereafter, the companies engaged in a competitive selection process to obtain the O&M services of a CB Richard Ellis (CBRE) to provide all such O&M services.

The MOFB agreement provides that the County may assign additional O&M services to the companies. The companies have agreed that they will undertake the O&M services for the MIA Mover train station, and intend to allow CBRE to provide such services through an amendment to their existing contract with CBRE. A waiver of competitive bid, however, is necessary to authorize the County to assign the O&M services to the car rental companies initially without competitive bid. If the car rental companies are unable to have the O&M services provided by CBRE, then the companies will be authorized to select a separate provider through a competitive selection process as currently provided under Section 1.1(E) of the MOFB.

On July 24, 2007, the Board adopted Resolution No. R-910-07 approving the First Amendment to the car rental companies' concession agreement. The Resolution approved the increased cost of the RCC to a total of $370 million, the County's participation in the TIFIA loan from $164 million to $270 million, and confirmed that the total costs of the RCC, including land acquisition costs, up to $270 million, would be paid for by the County exclusively from CFCs and contingent rents (if any contingent rents from the car rental companies became necessary to make up for any shortfall in CFC collections).

The TIFIA loan proceeds were used by FDOT to purchase the RCC land and construct the RCC. The RCC formally opened on July 13, 2010, and FDOT has now requested that County enter into the attached Agreement for Conveyance of the land underlying the RCC. The attached Agreement provides for the following major provisions:

a. FDOT will convey to the County, a fee-simple interest via a Quit Claim Deed, all of FDOT's right, title, and interest in the land underlying the RCC, the RCC facility itself, and all the equipment and improvements contained within the RCC.
b. Payment from CFCs to FDOT of the land acquisition costs shall be $95 million.
c. The County's obligation for payment is limited to the extent of CFC revenues and contingent rent.

d. The RCC is located on what are designated Tract A and Tract B. The MIA Mover train station is located between the RCC and the MIC, with one half in the eastern portion of Tract B and the remaining half in Tract C. The Quit Claim Deed conveys Tracts A and B to the County and an Aerial Easement conveys that portion of FDOT's Tract C that contains the remainder of the elevated MIA Mover station.
e. Tract A consists of a water-retention pond and, although the County is receiving a fee-simple interest in Tract A, FDOT is reserving an access easement to the retention pond to assure continuity of its use.
f. To the extent the County needs any further easements from FDOT for any FDOT property involved with the MIA Mover system, FDOT will convey an appropriate easement to the County.
g. Upon the conveyance to FDOT by the South Florida Regional Transportation Authority (SFRTA) of the property upon which FDOT and the County have constructed improvements, FDOT, in turn, will convey that property to the County without cost.
h. When the RCC opened in July 2010, FDOT granted MDAD a Temporary License to use the RCC until it could be formally conveyed under a Quit Claim Deed. The Agreement for Conveyance reflects that, upon the effective date of the Quit Claim Deed and because the Temporary License will no longer be needed, the Temporary License will be terminated.

Section 2-10.4.2 of the Code of Miami-Dade County requires two appraisals whenever the County purchases real estate and the value of the real estate exceeds $5 million. FDOT has certified that it spent $97,012,812.45 for the purchase of the land. FDOT, however, acknowledges that the County is liable only for an amount up to $95 million and therefore has agreed to accept $95 million from the County in compliance with the County's obligations under the RCC loan documents. Section 2-10.4.2 provides that upon written recommendation of the County Manager, the Board may waive the provisions of this section if it finds it to be in the best interest of the County to do so. Given the nature of this RCC project, and the various commitments that the County has made to purchase the underlying land upon FDOT's completion of the RCC, and given that the conveyance price is limited to the proceeds of the CFCs collected by the car rental companies, it is recommended that the Board waive the provisions of Section 2-10.4.2.

Approval of the attached Resolution will therefore (1) approve the Agreement for Conveyance of the RCC land and facility to the County through Quit Claim Deed and Aerial Easement, (2) approve the form of the Quit Claim Deed and authorize its recording, (3) waive competitive bidding requirements under Article 5.03D of the Home Rule Charter so as to allow the car rental companies to select a contractor to provide O&M services for the MIA/Mover station, (4) waive the requirement of Section 2-10.4.2 for appraisals to be obtained for the conveyance, and (5) authorize the Mayor or designee to take all necessary or reasonable steps to execute the terms of the Resolution and the County's obligations under the TIFIA and RCC Loan Documents.

Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: November 15, 2011

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

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

Please note any items checked.

_____ **"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**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)
11-15-11

RESOLUTION NO. _____

RESOLUTION RELATING TO MIAMI INTERNATIONAL AIRPORT; APPROVING AGREEMENT FOR CONVEYANCE BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND MIAMI-DADE COUNTY UNDER WHICH FDOT WILL CONVEY TO THE COUNTY FOR $95,000,000 PAYABLE EXCLUSIVELY FROM CUSTOMER FACILITY CHARGES AND CONTINGENT RENT PAYMENTS AND NOT FROM COUNTY OR AVIATION DEPARTMENT FUNDS, THE RENTAL CAR CENTER CONSTRUCTED BY FDOT AT SUCH AIRPORT; APPROVING FORM OF QUIT CLAIM DEED AND AERIAL EASEMENT ATTACHED AS EXHIBITS TO SUCH AGREEMENT FOR CONVEYANCE; WAIVING COMPETITIVE BIDDING TO ALLOW THE PARTICIPATING CAR RENTAL COMPANIES AT THE RCC TO PROVIDE OPERATIONAL AND MAINTENANCE SERVICES FOR THE MIC/MIA TRAIN STATION LOCATED AT THE RCC; WAIVING THE REQUIREMENT OF SECTION 2-10.4.2 OF THE CODE OF MIAMI-DADE COUNTY THAT APPRAISALS BE OBTAINED FOR THE CONVEYANCE OF THE RCC; AND AUTHORIZING MAYOR OR DESIGNEE TO EXECUTE SUCH AGREEMENT AND TO TAKE ALL NECESSARY OR REASONABLE ACTIONS TO EFFECTUATE THE TERMS OF THIS RESOLUTION AND THE COUNTY'S OBLIGATIONS UNDER THE FEDERAL AND RCC LOAN DOCUMENTS RELATING TO CONSTRUCTION AND USE OF THE RCC

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, 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:

1. Approves the attached Agreement for Conveyance between FDOT and the County by which FDOT conveys to the County the Rental Car Center ("RCC") at Miami International Airport, with the total acquisition payment being ninety five million dollars ($95,000,000) to be paid to FDOT exclusively from Customer Facility Charges collected by participating rental car

companies in the RCC from their customers and any contingent rent payments paid by the companies, and not payable from any other County or Aviation Department funds,

2. Approves the form of the Quit Claim Deed and the Grant of Easement attached to the Agreement for Conveyance by which the RCC and the MIA/Mover train station are conveyed to the County, and authorizes their recording in the public records of the County,

3. Finds and determines that a waiver of competitive bidding is in the best interest of Miami-Dade County and hereby waives formal competitive bidding so as to allow the car rental companies operating in the RCC to provide Operational and Maintenance ("O&M") services for the MIA/Mover train station located at the RCC, either through the existing Maintenance, Operational Services, Fuel System, and Consolidated Busing Operations Agreement (the "MOFB Agreement") between Miami-Dade County and the participating car rental companies or through a separate agreement between such companies and an O&M company selected by them for such service through a competitive selection process, such waiver being approved by a two-thirds vote of the members of the Board of County Commissioners present pursuant to Section 5.03D of the County's Home Rule Charter,

4. Waives the requirement of Section 2-10.4.2 that appraisals be obtained in regard to the conveyance of the RCC to the County,

5. Authorizes the Mayor or designee to take all necessary or reasonable steps to effectuate the terms of this Resolution and the County's obligations under the Federal and RCC Loan Documents applicable to the construction and use of the RCC.

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:

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 15th day of November, 2011. 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

Item/Seg No.:	2499371
Sec/Job no.:	N/A
SR No.:	MIC-RCC
Parcel No.:	Various

Florida Department of Transportation

AGREEMENT
FOR
CONVEYANCE OF RENTAL CAR CENTER, LAND AND IMPROVEMENTS AT MIAMI INTERMODAL CENTER
AND
GRANT OF EASEMENT FOR THE MIC/MIA STATION

THIS AGREEMENT FOR CONVEYANCE OF RENTAL CAR CENTER, LAND AND IMPROVEMENTS AT MIAMI INTERMODAL CENTER AND GRANT OF EASEMENT FOR THE MIC/MIA STATION ("Agreement"), between the State of Florida Department of Transportation ("FDOT") and Miami-Dade County ("County") is entered into as of this ____ day of _____, 2011.

A. Under a December 1999 Memorandum of Understanding ("MOU") between FDOT and the County, the parties, in part, agreed that FDOT, working cooperatively with the County, would be responsible for the planning, procurement, design and construction of the Rental Car Facility now known as Rental Car Center, "RCC") at Miami International Airport ("MIA") as part of FDOT's multi-modal transportation facility at Miami Intermodal Center ("MIC"), which is located proximate to MIA.; and

B. Sixteen (16) rental car companies entered into a Memorandum of Understanding and/or agreements (collectively referred to as the "RCC Agreements") with the County and FDOT regarding their commitment to operate within the RCC.; and

C. Under the federal Transportation Infrastructure Finance and Innovation Act ("TIFIA"), the following loan documents were executed for purposes of the RCC (collectively referred to as the "TIFIA Loan Documents," which terms and provisions are specifically incorporated herein by reference thereto):

United States Department of Transportation Amended and Restated Loan Agreement for up to $270,000,000.00, made as of April 1, 2005 and as Amended and Restated as of August 1, 2007, by and between the United States Department of Transportation and the Florida Department of Transportation for the Miami Intermodal Center Rental Car Facility (the "Loan Agreement").; and

United States Department of Transportation Amended and Restated Security Agreement ("Security Agreement") with Florida Department of Transportation and Miami-Dade County, Florida, dated as of April 1, 2005 and as Amended and Restated as of August 1, 2007, Relating to Amended and Restated Loan Agreement, dated as of April 1, 2005 and as Amended and

Restated as of August 1, 2007, for the Miami Intermodal Center Rental Car Facility; and

D. One component of the RCC is the MIC/MIA Mover which is an automated people mover train connecting the MIC (including the RCC) and the MIA Terminal Building, with a MIC/MIA train station ("MIC/MIA Station") being located between the RCC and the Miami Central Station.; and

E. The RCC Agreements and Section 15(K) of the Loan Agreement provide that, at the completion of construction of the RCC, FDOT shall convey to the County the RCC and the land acquired for use in connection with the RCC.; and

F. Attached hereto as Exhibit A is an architectural rendering showing the RCC as Buildings #01 and #02, the MIC/MIA Station as Building #03, and the remaining facilities comprising the MIC as Buildings #04 through #12.; and

G. As reflected in Exhibit B there are three tracts of the MIC plat, or the portions thereof, that form the land to be conveyed to the County under this Agreement, and include the land to be conveyed by deed or easement, to wit: the retention pond in Tract A; the RCC, including the land portion in Tract B; and the MIC/MIA Station that is partially located in the eastern portion of Tract B and partially located in the western portion of Tract C.; and

H. The MIC/MIA Station, including its components, is a transportation facility, connecting the MIC and MIA and is not part of the RCC, and will be operated and maintained by the County, through its Aviation Department; and

I I. In addition to receiving a Quitclaim Deed for Tracts A & B, the County shall require an easement from FDOT over a western portion of Tract C, for purposes of operating and maintaining the other portion of the MIC/MIA Station and its components that lie within Tract C, as reflected in Exhibit C; and

J. Pursuant to Section 3.04(viii) of the Security Agreement, the County has agreed to accept conveyance of the RCC and all land acquired for the RCC, and the County's payment for such conveyance will be satisfied by the payments to be made under the Loan Agreement (the "Total Land Acquisition Payment") and repayment of the RCC Loan in accordance with the Loan Agreement.; and

K. Under Section 1.01 of the Security Agreement the "Total Land Acquisition Payment" means the total amount to be paid to FDOT by the County for the RCC site, not to exceed $95,000,000.;and

L. Pursuant to Section 2.06(e)(i) of the Security Agreement, prior to the date of Substantial Completion of the RCC, the payments to FDOT from customer facility charges ("CFCs") for capital costs amounted to $113,500,000.00.; and

M. The County's obligations for the loan repayment, the land acquisition payment and the operation of the RCC are addressed in the MOU and TIFIA Loan Documents and provide that the County's financial obligations in regard to such loan repayment, purchase of the RCC, and the County's subsequent operation of the RCC are expressly limited to the extent of the CFCs and/or the Contingent Rent, (collectively referred to as "Pledged Revenues") collected by the County from the participating rental car companies.; and

N. Section 4.2.4 of the MOU, approved by the County in Resolution No. R-1268-99, provides that the County's obligations for the payment to FDOT for all land acquired by FDOT for use in connection with the RCC site as part of the capital cost for the RCC "shall be limited to the extent of CFC revenues," and Section 3(a) of the Memorandum of Understanding among the rental car companies, the County and FDOT, as approved by the County in Resolution No. R-683-00, provides that "in no event shall MDAD be required to use general airport revenues for land acquisition, or the design, construction, operations or maintenance costs" of the RCC.; and

O. FDOT shall retain a drainage facility easement over Tract A for purposes of the overflow drainage from the state right of way proximate to the RCC property conveyed by this Agreement, along with a right, but not the obligation, of entry and access to the eEasement for purposes of performing any repair, maintenance or replacement of improvements to FDOT's drainage facilities.; and

P. The parties desire in this agreement to provide for the terms applicable to FDOT's conveyance of certain property, as described in Paragraph 2 of this Agreement, to the County and for the County's obligations in regard to such property. and

In consideration of the covenants herein, the parties agree as follows:

1. <u>Recitals.</u>

The foregoing Recitals are true and correct and are incorporated into this Agreement by reference.

2. Conveyance of the Property to the County.

FDOT agrees to convey all of its right, title, and interest in the following described real property to the County, by way of appropriate Quitclaim Deed:

Tract "A" & Tract "B", of MIAMI INTERMODAL CENTER, according to the Plat thereof, as recorded in Plat Book 168, Page 53 of the Public Records of Miami-Dade County, Florida.

The property conveyed by such Quitclaim Deed shall include the RCC, the land and all improvements, fixtures, machinery and equipment as currently therein, and is collectively referred to as the ("Property"). The form of the deed of conveyance is attached as Exhibit D.

3. Total Acquisition Payment.

The total acquisition payment, which includes payment for the Property, shall be Ninety Five Million and 00/100 Dollars ($95,000,000.00). This payment includes the total amount for the acquisition of the land parcels for the RCC facility and all costs related to environmental remediation and utility relocation.

4. Method of Payment.

Payment by the County will be satisfied by the Total Land Acquisition Payments and by the County's obligation to pledge the Pledged Revenues as provided in the TIFIA loan documents to secure repayment by FDOT of the RCC loan. The method and timing of such payments shall be in strict accordance with the requirements under the TIFIA loan documents.

5. County's Obligation as to the Retention Pond and Landscaping:

(A) The County agrees that the Retention Pond, as more specifically described in Exhibit E, shall be maintained by the County on a continuing basis as a retention pond for the purpose of providing a reservoir for surface water runoff from the Property and other properties in the immediate area of the RCC.

(B) FDOT shall retain an easement over a portion of the Retention Pond, for purposes of overflow drainage from the state right of way located proximate to the RCC. FDOT agrees to cooperate with the County in issuing maintenance permits that may be required for the County to undertake its responsibilities under this Agreement.

(C) FDOT acknowledges that its landscaping contractor or successor shall continue its landscaping and irrigation maintenance through 11:59 PM, March 20, 2012.

6. Easements:

FDOT shall convey to the County any and all reasonable easements that may be necessary for the County's use and operation of the MIC/MIA Mover facility and guideway systems that are constructed on or over FDOT's right of way. Such easements shall include the Grant of Easement attached as Exhibit F, by which FDOT grants the County an easement for maintenance and operation of that portion of the MIC/MIA Station lying within Tract C.

7. Future Conveyance of SFRTA Property:

The parties acknowledge that the South Florida Regional Transportation Authority ("SFRTA") holds title to the real property depicted and described in Exhibit G ("SFRTA Property"). FDOT and the County have constructed improvements thereon and are occupying SFRTA Property, pursuant to agreements between FDOT and SFRTA and/or SFRTA and the County. FDOT intends to acquire the SFRTA Property but the acquisition date and purchase price are unknown at this time. At such time as SFRTA conveys its right, title, and interest in and to the SFRTA Property to FDOT, FDOT shall convey to the County at no additional cost the portions of the SFRTA Property necessary to complete the transfer of the real property described in Exhibit D..

8. Environmental Provisions:

(A) As part of the construction of the RCC and in conjunction with the removal of solid waste and remediation of contamination, FDOT undertook certain remediation measures on the Property. In order to properly monitor the site, FDOT has installed monitoring wells within the RCC site (see Exhibit H attached and made part of this Agreement), and shall continue to sample the monitoring wells as required by Department of Environmental Resources Management of Miami-Dade County ("") and the Florida Department of Environmental Protection until the conveyance of the Property to the County.

(B) The Property is conveyed to the County in its "as is" condition as of the first date of use and occupancy by the County, its agents, licensees, employees, tenants, contractors and/or assigns, which is the effective date of the Temporary License For the Operation and Maintenance of the Rental Car Center at the Miami Intermodal Center between FDOT and MDAD, dated June 14, 2010. FDOT shall be responsible for environmental matters up to the first date of the use and occupancy by the County, its agents, licensees, employees, tenants, contractors and/or assigns. The County shall be responsible for all environmental matters as of the first date of the use and occupancy by the County, its agents, licensees, employees, tenants, contractors and/or assigns , except as may be caused by FDOT or its contractors.

(C) It is understood and agreed that FDOT's obligations, responsibility and/or liability with respect to any matters and/or claims related to environmental issues, shall be limited only to those resulting from the presence of iron and/or vinyl chloride on the property, in accordance with the results of FDOT's original environmental assessment activities previously performed on the site, on or about March and July, 2001. The parties acknowledge that copies of all reports associated with the assessment activities concerning any iron or vinyl chloride contamination are on file with DERM.

9. Additional Provisions:

(A) The County acknowledges that FDOT has delivered to the County through the Miami Dade Aviation Department, or its RCC Property Manager, CB Richard Ellis, the As-Built plans, conformance drawing, operating manuals, warranties and all related design and construction plans of the RCC.

(B) All warranties related to the RCC shall be or have been issued directly to the County, or assigned by FDOT to the County.

(C) FDOT shall retain a right of entry to the Property for purposes of maintenance obligations, if any, upon reasonable prior notice to the County, through MDAD. This provision shall survive the conveyance.

(D) FDOT shall further retain a right of entry to the Property for purposes of any construction or repair work on any adjacent state roads, upon reasonable prior notice to the County, through MDAD. This provision shall survive the conveyance.

10. Conveyance Clear of Claims and Liens:

FDOT shall convey all property to be conveyed herein free and clear of all claims and liens of contractors, subcontractors, suppliers, materialmen, laborers, and any other parties making any claim on the Property or any portion thereof.

11. Release of Temporary License:

Upon conveyance of the Property via Quitclaim Deed, the Temporary License issued by FDOT to the County for MDAD's interim use of the RCC shall terminate and be of no further force and effect, except for any responsibilities or liabilities of the County that may have arisen under the Temporary License , which shall specifically survive the conveyance.

12. Expenditure by FDOT:

FDOT, during any fiscal year, shall not expend money, incur liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this provision is null and void, and no money may be paid on such contract. FDOT shall require a statement from the comptroller of the FDOT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, FDOT's performance and obligation to pay under this Agreement is contingent upon annual appropriation by the Legislature.

13. No Effect on TIFIA Loan Documents:

The Parties' rights and obligations under the TIFIA Loan Documents shall supersede any conflicting provisions of this Agreement, and the TIFIA Loan Documents shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Item/Seg No.:	2499371
Sec/Job no.:	N/A
SR No.:	MIC-RCC
Parcel No.:	Various

Florida Department of Transportation

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

BY:_____

Gus Pego, P. E.
District Secretary

Legal Review:

By:_____

Alicia Trujillo, Esq.
District Chief Counsel

MIAMI-DADE COUNTY

By:_____

Jose Abreu, P. E.
Director

Attest:

Harvey Ruvin
Clerk of the Board

By:_____
Deputy Clerk

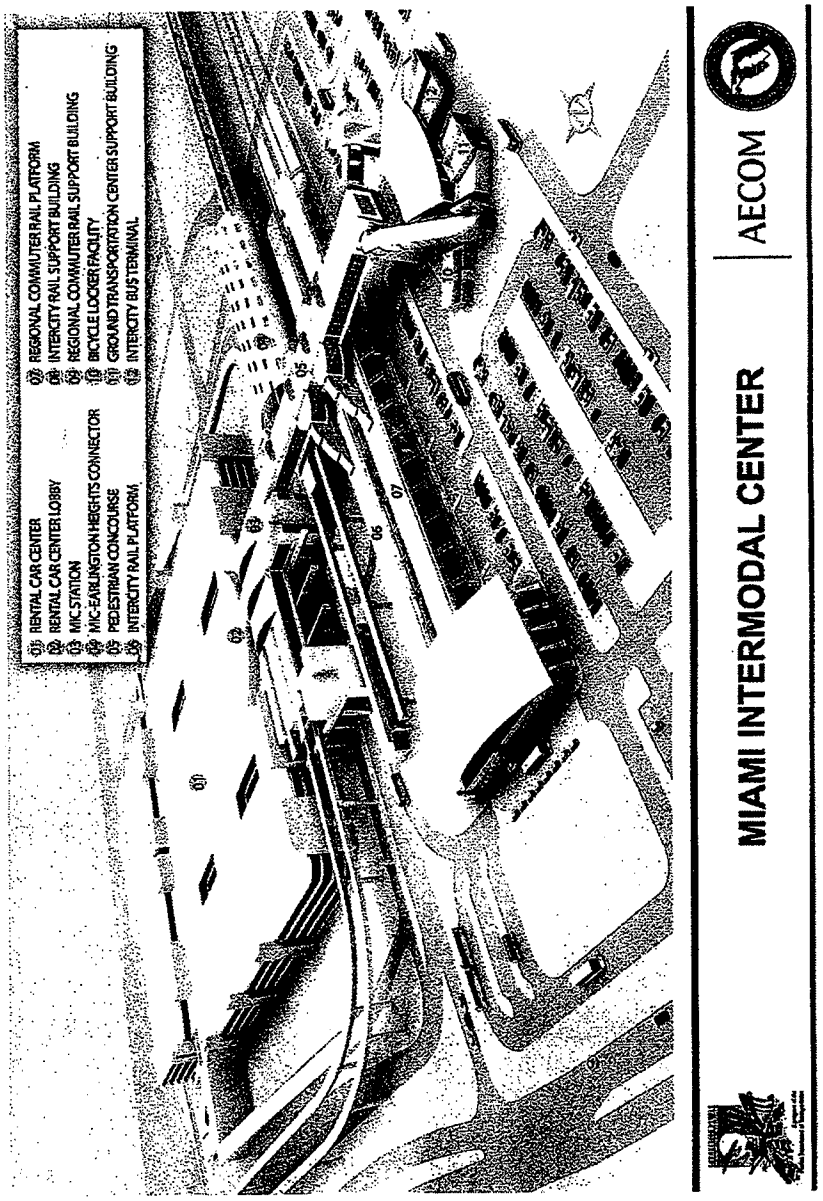
Legal Review:

By:_____
Name:_____
Title:_____

Item/Seg No.:	2499371
Sec/Job no.:	N/A
SR No.:	MIC-RCC
Parcel No.:	Various

Florida Department of Transportation

Exhibit A- Miami Intermodal Center (MIC)

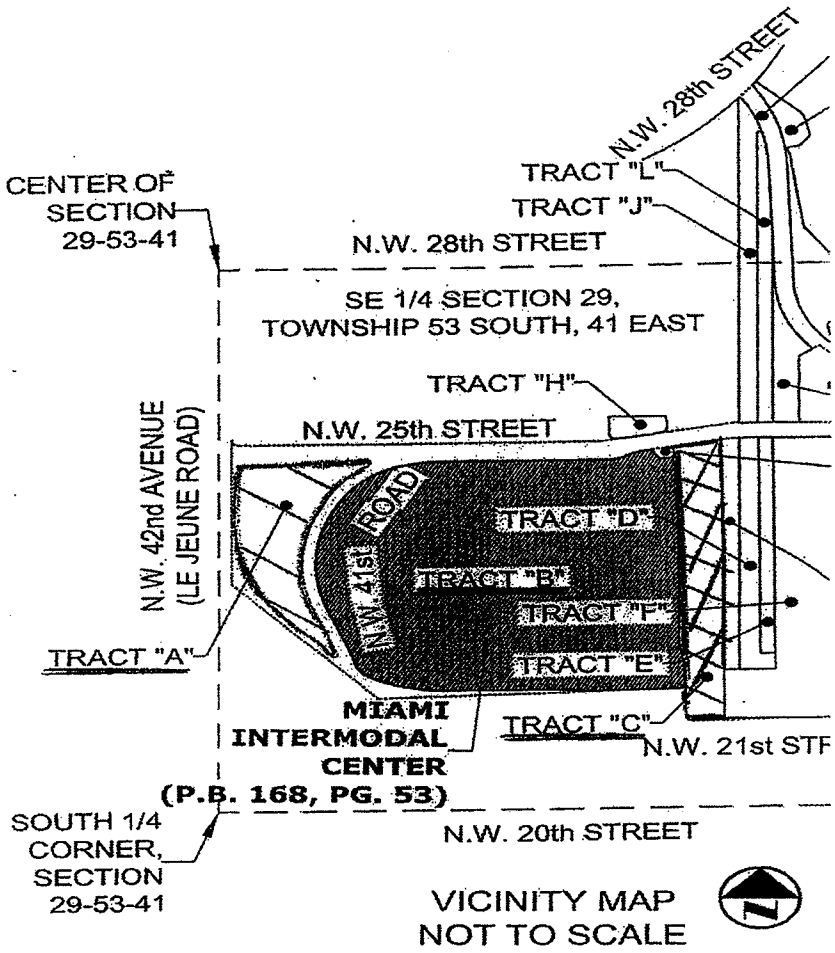


A

Item/Seg No.: 2499371
Sec/Job no.: N/A
SR No.: MIC-RCC
Parcel No.: Various

Florida Department of Transportation

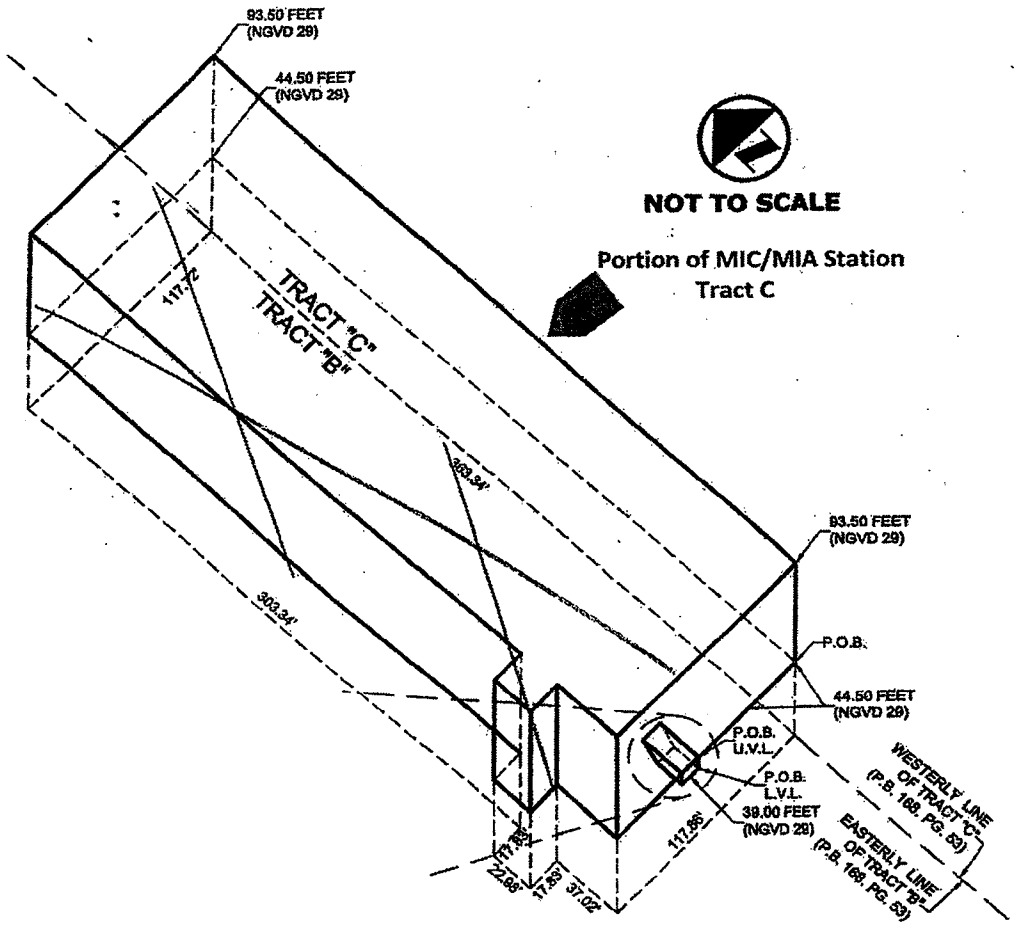
EXHIBIT B – MIC PLAT
(Extracted from Plat book 168, page 53, Sheet 3 of 10, Location Map)



Item/Seg No.:	2499371
Sec/Job no.:	N/A
SR No.:	MIC-RCC
Parcel No.:	Various

Florida Department of Transportation

EXHIBIT C – MIA/MIA Station location, TRACT C



Item/Seg No.:	2499371
Sec/Job no.:	N/A
SR No.:	MIC-RCC
Parcel No.:	Various

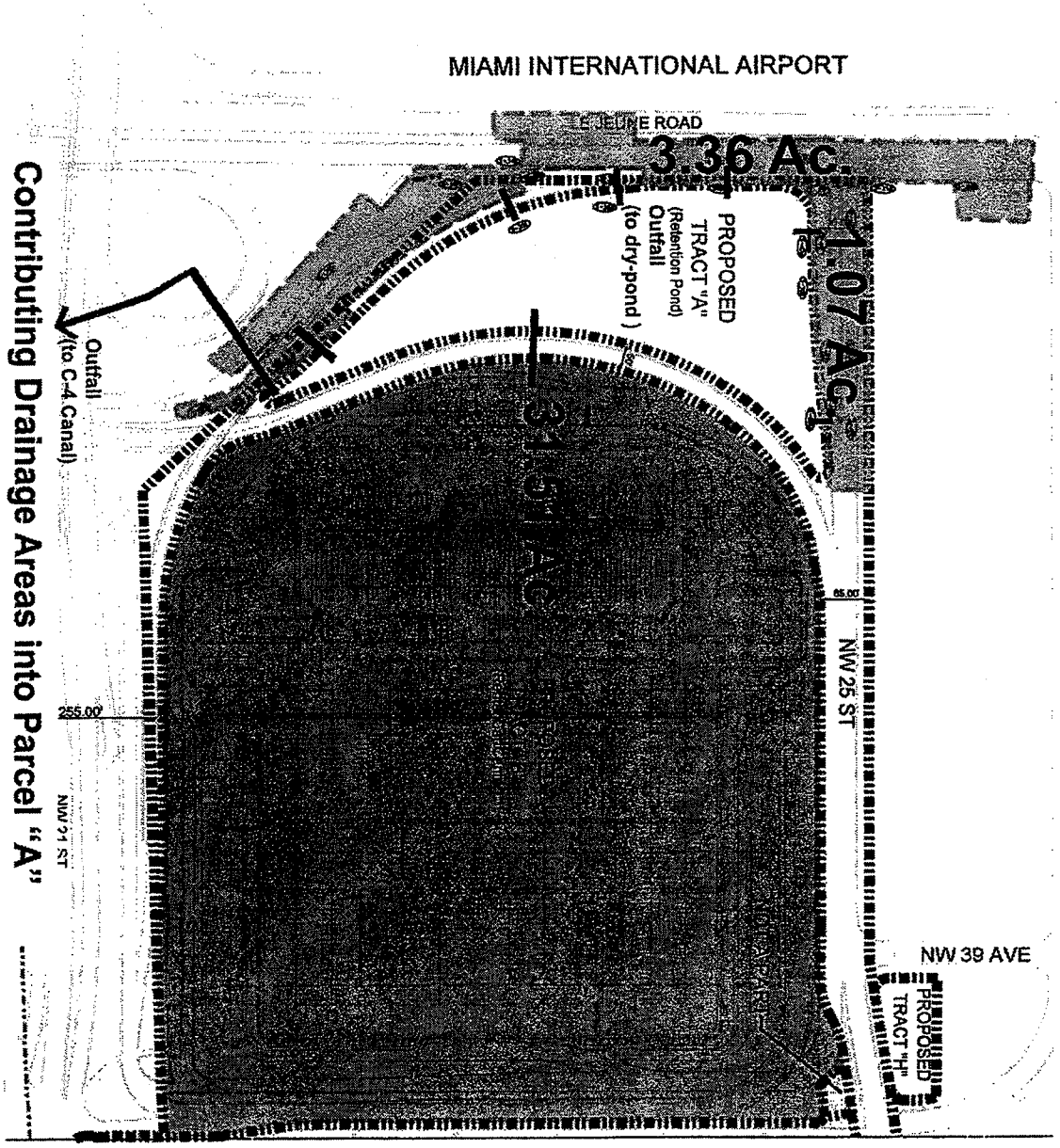
Florida Department of Transportation

EXHIBIT D – Quitclaim Deed
(4 pages plus Exhibit A - Resolution")

Item/Seg No.:	2499371
Sec/Job no.:	N/A
SR No.:	MIC-RCC
Parcel No.:	Various

Florida Department of Transportation

EXHIBIT E – Tract "A" – Retention Pond



Contributing Drainage Areas into Parcel "A"

Item/Seg No.:	2499371
Sec/Job no.:	N/A
SR No.:	MIC-RCC
Parcel No.:	Various

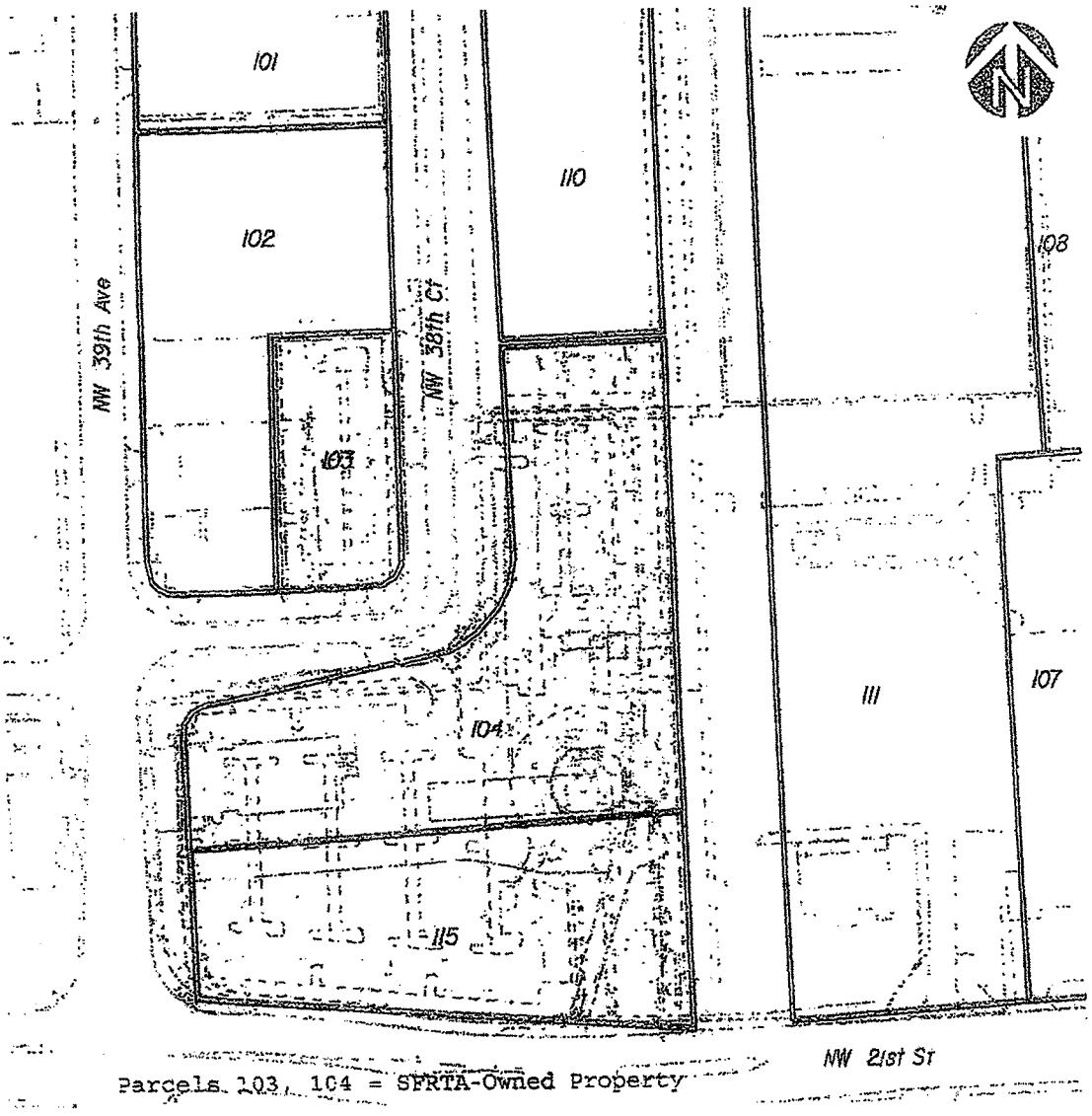
Florida Department of Transportation

EXHIBIT F – Grant of Easement, MIC/MIA Station, Tract C
(4 pages plus Exhibit A - Description)

Item/Seg No.:	2499371
Sec/Job no.:	N/A
SR No.:	MIC-RCC
Parcel No.:	Various

Florida Department of Transportation

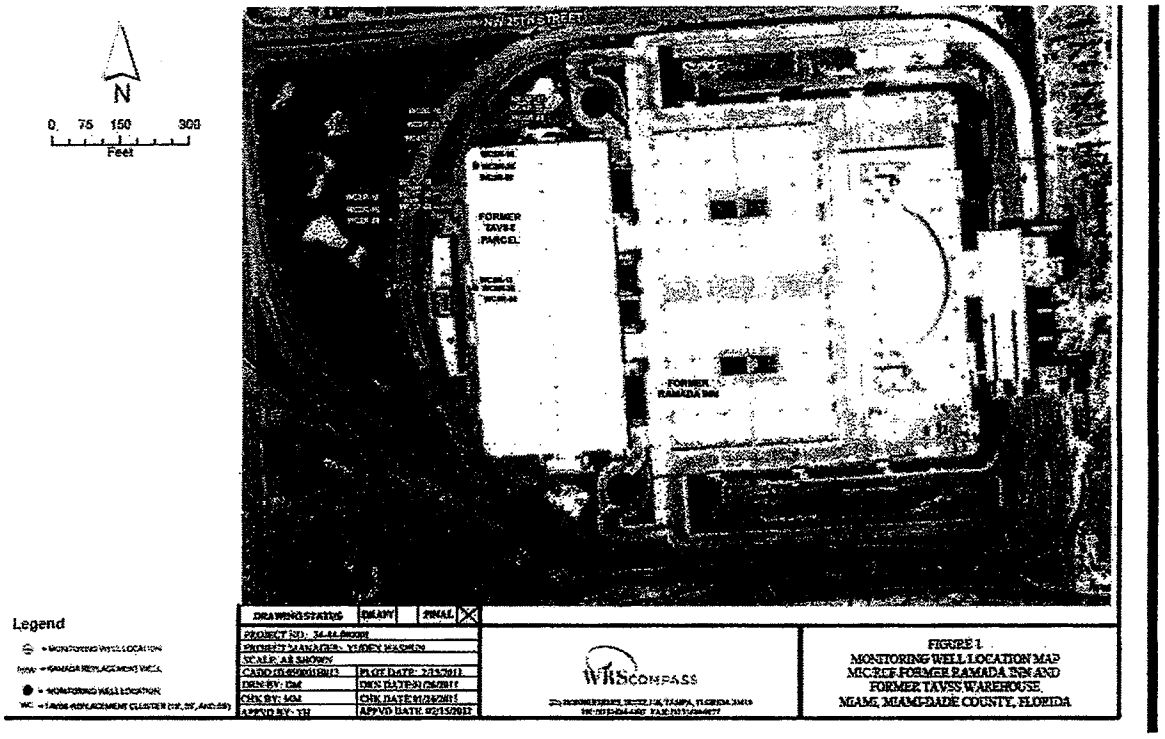
EXHIBIT G - SFRTA Parcels



Item/Seg No.: 2499371
Sec/Job no.: N/A
SR No.: MIC-RCC
Parcel No.: Various

Florida Department of Transportation

EXHIBIT H- Monitoring Wells



This instrument prepared by,
or under the direction of,
Alicia Trujillo, Esq.,
District Chief Counsel
Florida Department of Transportation
1000 NW 111th Avenue,
Miami, Florida 33172

Parcel No.: Tracts A & B
Item/Segment No.: 2499371
Managing District: Six
SR No. : MIC - RCC

QUITCLAIM DEED

THIS Quitclaim Deed made this _____day of _____, 2011 between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("FDOT"), an agency of the State of Florida, Grantor, whose address is 1000 NW 111th Avenue, Miami, Florida 33172, to MIAMI–DADE COUNTY, FLORIDA ("COUNTY") through its MIAMI DADE AVIATION DEPARTMENT ("MDAD"), a political subdivision of the State of Florida, Grantee, whose Post Office address is PO Box 025504, Miami, Florida 33102-5504.

WITNESSETH

A. Under various agreements ("Agreements"), FDOT procured the financing, acquired the land, and constructed the Rental Car Center ("RCC") (formerly known as the Rental Car Facility), at the Miami Intermodal Center ("MIC"), proximate to Miami International Airport, and the County is required by those agreements to assume ownership of the land and facility, and will control, operate, and maintain such facility upon its completion; and

B. The construction of the RCC is now completed and the RCC is fully operational, and pursuant to the provisions of the Agreements, and the "Agreement for Conveyance of Rental Car Center, Land and Improvements, at Miami Intermodal Center and Grant of Easement of the MIC/MIA Station," between the parties, Grantor has agreed to quitclaim the land and improvements hereinafter described to Grantee.

Wtinesseth that the Grantor in consideration of the sum of $1.00 and other valuable consideration, which is acknowledged, does remise, release and quitclaim unto the Grantee forever, all the right, title and interest in all that certain land and improvements, equipment and fixtures attached thereto, situate in Miami-Dade County, Florida, viz:

Tract "A" & Tract "B", of MIAMI INTERMODAL CENTER, according to the Plat thereof, as recorded in Plat Book 168, Page 53 of the Public Records of Miami-Dade County, Florida.

Parcel No.:	Tracts A & B
Item/Segment No.:	2499371
Managing District:	Six
S.R No.:	MIC – RCC

The foregoing conveyance was approved pursuant to Resolution No. _____of the Board of County Commissioners of Miami-Dade County, Florida, passed and adopted on _____. A copy of the Resolution No. _____is attached hereto as Exhibit "A".

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Grantee.

AND FURTHER RESERVING UNTO THE Grantor, its successors and/or assigns, the following:

A non-exclusive, perpetual and permanent drainage easement in Tract A for purposes of the overflow drainage from the state right of way proximate to the property conveyed by this Quitclaim Deed ("Grantor's easement"), along with a right, but not the obligation, of entry and access to Grantor's easement for purposes of performing any repair, maintenance or replacement of improvements to Grantor's drainage facilities. No structure, landscaping or other material which may interfere with the use and purpose of Grantor's easement, shall be placed or permitted to remain thereon. However, it is understood and agreed that the Grantee shall be the principal maintenance entity for the entire Tract A retention drainage and landscape areas, and Grantor shall issue the necessary maintenance permits to the Grantee;

The easement reserved by Grantor shall inure to the benefit of Grantor's successors and/or assigns, and be binding upon the successors and/or assigns of the Grantee. The easement shall be deemed to run with the land, and may be assigned by Grantor by recordation of an assignment of easement in the Public Records of Miami Dade County, Florida.

THIS CONVEYANCE IS made subject to access control requirements, any unpaid taxes, assessments, liens, reservations, or easements of any kind which may be in place, or encumbrances of any nature whatsoever which the Grantee specifically assumes under this Quitclaim Deed.

REVERTER – The property described in this QuiclaimDeed is to be used by the Grantee as the Rental Car Center, as part of the Miami Intermodal Center. If, during the time period that the principal and interest on the RCF loan and/or the Land Acquisition payment remain outstanding, as said RCF loan and Land Acquisition payments are described in the United States Department of Transportation Amended

Parcel No.:	Tracts A & B
Item/Segment No.:	2499371
Managing District:	Six
S.R No.:	MIC – RCC

and Restated Security Agreement with Florida Department of Transportation and Miami-Dade County, Florida, dated as of April 1, 2005 and as Amended and Restated as of August 1, 2007, Relating to Amended and Restated Loan Agreement, dated as of April 1, 2005 and as Amended and Restated as of August 1, 2007, the property shall cease to be used for, or in conjunction with, the purpose described in this Quitclaim Deed, and/or in the event that the Grantee shall fail to make the RCF loan payments and/or the Land Acquisition Payment, then all property rights, title and interest conveyed by this QuitclaimDeed shall revert to Grantor, and Grantor shall have the right to immediately repossess the property. Furthermore, the parties shall execute and deliver necessary and appropriate instruments and other documents required in order to effectuate any such reverter. As a result of Grantor's reversionary interest, during the time period that the RCF loan payments and/or the Land Acquisition Payment remain outstanding, the Grantee shall not remove, demolish or structurally alter any of the improvements conveyed by this Quitclaim Deed without the prior written authorization of Grantor.

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Parcel No.:	Tracts A & B
Item/Segment No.:	2499371
Managing District:	Six
S.R No.:	MIC – RCC

The Grantor has executed this Quitclaim Deed on the date first above written.

STATE OF FLORIDA,
DEPARTMENT OF
TRANSPORTATION

By: _____
Gus Pego, P.E.
District Six Secretary

Witness: _____

Print Name: _____

Witness: _____

Print Name:_____

Legal Review:

By:_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____, by _____,District Secretary for District Six, who is personally known to me, or who has produced _____as identification.

Notary Public in and for the County and State last aforesaid.

(Affix Notary Seal) My Commission Expires: _____

This instrument prepared by,
or under the direction of,
Alicia Trujillo, Esq.
District Chief Counsel
State of Florida
Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172

Parcel No.:	4269
Item/Sec. No.:	249937-1(MIC)
Managing District:	Six
County:	Miami-Dade
Location:	Tract C
Facility:	MIC/MIA Station

GRANT OF EASEMENT

THIS Grant of Easement ("Easement") is made this _____ day of _____, 2011, between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("FDOT"), an agency under the State of Florida, whose address is 1000 NW 111th Avenue, Miami, FL 33172 ("Grantor"), and MIAMI–DADE COUNTY, FLORIDA ("COUNTY") through its MIAMI DADE AVIATION DEPARTMENT ("MDAD"), a political subdivision of the State of Florida, whose Post Office address is PO Box 025504, Miami, Florida 33102-5504. ("Grantee"), collectively referred to as "the Parties";

WITNESSETH:

THAT the Grantor, in consideration of the sum of TEN DOLLARS ($10.00), and other consideration which is acknowledged, grants the Grantee, its successors and assigns, forever, the right, privilege and Easement to construct, operate, and maintain the MIC-MIA Station, an elevated structure located over a portion of Tract C, adjacent to the Rental Car Center ("RCC") at the Miami Intermodal Center ("MIC"), as further described or depicted in Exhibit "A", which includes, but is not limited to, the station, its walkways, its guideway structures, roadbed, tracks, signals and power systems, bridges, and any equipment, apparatus or appurtenant and associated structures (collectively referred to as the "Easement Facility"). The Easement Facility is the eastern terminus of the MIC/MIA Mover, which is the automated people mover (APM) system connecting Miami International Airport and the MIC, with full right of ingress and egress over and the following described property, (the "Easement area"), to wit:

See Attached Exhibit "A"

TO HAVE AND TO HOLD the said premises unto the Grantee, subject, however, to the following conditions:

Grantee's use and occupancy of the Easement Facility and Easement area pursuant to this Easement will in no way interfere with Grantor's use of the remainder of its property at the MIC, and will in no way interfere with Grantor's construction activities at the MIC;

This Easement is solely for purposes of constructing, operating and maintaining the Facility, and for no other purposes;

Grantee shall not obstruct Grantor's remainder property at the MIC, except as may be required temporarily, from time to time, to effect inspections, maintenance, repairs, improvements, and replacement of the Facility. For any such temporary obstruction, Grantee shall provide Grantor a two-week notice prior to the commencement of any activity which may result in the obstruction of Grantor's property, except in the event of an emergency which may require immediate action. Any such work must comply with Grantor's procedures and may be subject to a written permit and Grantor's formal approval;

Grantee shall promptly repair any damage to the Easement area resulting from Grantee's exercising its rights under this Easement;

Grantee will further use and occupy the Easement area in a careful and proper manner, and not commit any waste thereon. Grantee will not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the Easement area. Grantee will not use or occupy Easement area for any unlawful purpose and will, at Grantee's sole cost and expense, conform to and obey any present or future applicable ordinances and/or rules, regulations, requirements, and orders of governmental authorities or agencies respecting the use and occupation of the Easement area;

Grantee shall not use or introduce toxic or hazardous materials to the Easement area, or Grantor's property proximate to the Easement, except for such materials as may be reasonably incident to the operation of the MIC/MIA Mover and the maintenance of the easement facility, which Grantee shall use at its sole risk and expense including but not limited to any of Grantor's property lying underneath any portion of the Easement area, it being understood and agreed that any contamination resulting from Grantee's activities, or required remediation, shall be at the Grantee's risk, cost, and expense. The term " toxic or hazardous materials" includes, but is not limited to, chemicals, or other natural or manmade materials with hazardous or carcinogenic or toxic characteristics, including without limitation any substances defined as or included in the definition or "hazardous substances," " hazardous waste," "hazardous materials," "toxic substances", " or "contaminants" or other pollution under any applicable federal or state or local laws, ordinances, rules and regulations now or that come into effect, excluding, however, petroleum and petroleum products. The term "use or introduce" includes disposal, discharging, injecting, spilling, leaking, leaching, dumping, emitting, escaping, emptying, seeping, placing, and the like, into or upon any land or water or air, or otherwise entering into the environment. Grantee shall promptly advise Grantor in the event that Grantee shall become aware at any time of any release of hazardous materials, in the Easement area, or on any adjacent real property;

Grantee shall be responsible for all environmental matters arising out of the use of the easement area by Grantee, its contractor, and/or invitees, and shall assume all obligations, responsibility and/or liability with respect to any matters and/or claims, including but not limited to any and all remediation measures related to environmental conditions within the Easement caused by Grantee, its contractors and/or invitees, or Grantor's property proximate to the Easement, including any property lying underneath any portion of the Easement area, that arise out of the use of the Easement area by Grantee;

To the extent of (i) the limitations of Section 768.28, Florida Statutes and (ii) any insurance provided by Grantee naming Grantor as additional certificate holder and insured, and except as may otherwise be stated in the Easement, Grantee shall indemnify, defend, save and hold the Grantor and/or its successors in interest, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits and liabilities of any nature including attorneys fees, (including regulatory and appellate fees) (collectively, the "claims"), arising out of, because of, or due to any accidents, happening or occurrence on the Easement area or arising in any manner or account of the exercise or attempted exercise of Grantee's rights in the Easement whether the claims pertain to personal injury or property damage of any nature whatsoever, unless due to the sole negligence of Grantor, in accordance with an adjudication or judgment, after the highest appeal is exhausted, specifically finding the Grantor to be solely negligent.

The provisions of this easement may be enforced by all appropriate actions at law and in equity by the respective parties.

Parcel No.:	4269
Item/Sec. No.:	249937-1(MIC)
Managing District:	Six
County:	Miami-Dade
Location:	Tract C
Facility:	MIC/MIA Station

The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns and shall be deemed to run with the land, however, this Easement shall not be assigned by Grantee without prior approval by Grantor.

This Easement may be amended or modified only by written instrument, executed and acknowledged by the parties or their successors and assigns, and recorded in the Public Records of Miami-Dade County, Florida.

Grantor makes no representation as to the title or condition of the property within the Easement area or the suitability of the Easement area property for the use intended under this Easement.

In the event the Easement Facility is abandoned or ceases to be used by the Grantee for the purposes set forth in this Easement as evidenced by a minimum of twelve consecutive months of abandonment of use, Grantee's easement shall terminate. In the event Grantee's easement terminates and Grantor reasonably deems it necessary to request the removal of the Easement Facility occupying the Easement area, the removal shall be accomplished by Grantee in a manner prescribed by Grantor, at no cost to Grantor and the Easement area returned to Grantor in its original condition, reasonable wear and tear excepted. Grantor's option to have Grantee remove the Easement Facility in case of Grantee's abandonment shall be exercised within 24 months of termination of the Easement.

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Parcel No.: 4269
Item/Sec. No.: 249937-1(MIC)
Managing District: Six
County: Miami-Dade
Location: Tract C
Facility: MIC/MIA Station

The Grantor has executed on the date first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Gus Pego, P.E.
District Six Secretary

Witness: _____

Print Name: _____

Witness: _____

Print Name: _____

Legal Review:

By: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____, by _____, District Secretary for District Six, who is personally known to me, or who has produced _____ as identification.

Notary Public in and for the County and State last aforesaid.

(Affix Notary Seal) My Commission Expires: _____

EXHIBIT A – EASEMENT DESCRIPTION

EXHIBIT "A"

PORTIONS OF TRACT "C"
AT THE MIAMI INTERMODAL CENTER
MIAMI-DADE COUNTY, FLORIDA

ARTICLE I
DEFINITIONS, GENERALLY:

SKETCH: SHALL MEAN THE GRAPHIC DEPICTION OF THE MAPS/EXHIBITS MADE A PART HEREOF AND INCORPORATED HEREIN, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.

SUBJECT PROPERTY: SHALL MEAN ALL THOSE LOTS, PIECES OR PARCELS OF LAND INDICATED IN THE LEGAL DESCRIPTION PORTION OF THIS DOCUMENT, REFERENCE TO WHICH IS MADE FOR A MORE FULL AND COMPLETE DESCRIPTION THEREOF.

COUNTY: SHALL MEAN MIAMI-DADE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, THE NAME OF WHICH WAS CHANGED FROM "DADE COUNTY" BY ITS ELECTORS ON NOVEMBER 13, 1997 AND CODIFIED BY ITS BOARD OF COUNTY COMMISSIONERS PURSUANT TO COUNTY ORDINANCE NUMBER 97-212. ALL REFERENCES TO INSTRUMENTS RECORDED PRIOR TO THAT DATE SHALL REFER TO THE PREVIOUS COUNTY NAME AND CONVERSELY, ALL REFERENCES TO INSTRUMENTS RECORDED SUBSEQUENT TO THAT DATE(OR MENTION BY COMMON REPORT, AS THE CASE MAY BE) SHALL REFER TO THE PRESENT COUNTY NAME.

ARTICLE II
LEGAL DESCRIPTIONS:

BUILDING PARCEL 1:

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 53 SOUTH, RANGE 41 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "C" OF "MIAMI INTERMODAL CENTER," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 24, 2009 IN PLAT BOOK 168 AT PAGE 53 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, HAVING FOR ITS UPPER VERTICAL LIMITS AN ELEVATION OF +92.16 FEET AND HAVING FOR ITS LOWER VERTICAL LIMITS AN ELEVATION OF +55.00 FEET, BOTH AS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), THE FOREGOING BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" AS SHOWN ON SAID PLAT OF "MIAMI INTERMODAL CENTER;" THENCE N02°03'57"W ALONG THE EASTERLY LINE OF SAID TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 93.40 FEET; THENCE N10°24'08"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 139.08 FEET; THENCE N02°03'57"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 296.37 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," N02°03'57"W FOR 103.26 FEET; THENCE DEPARTING SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," N87°57'25"E FOR 31.71 FEET; THENCE S02°02'35"E FOR 40.43 FEET; THENCE N87°57'25"E FOR 6.02 FEET; THENCE S02°02'35"E FOR 2.50 FEET; THENCE N87°57'25"E FOR 26.58 FEET; THENCE S02°02'35"E FOR 42.75 FEET; THENCE S87°45'02"W FOR 17.33 FEET; THENCE S02°02'35"E FOR 14.02 FEET; THENCE S87°56'56"W FOR 15.52 FEET; THENCE S02°02'35"E FOR 3.49 FEET; THENCE S87°57'25"W FOR 31.42 FEET TO THE POINT OF BEGINNING.

BUILDING PARCEL 2:

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 53 SOUTH, RANGE 41 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "C" OF "MIAMI INTERMODAL CENTER," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 24, 2009 IN PLAT BOOK 168 AT PAGE 53 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, HAVING FOR ITS UPPER VERTICAL LIMITS AN

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY

THIS DOCUMENT CONSISTS OF 16 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

ATKINS
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI
ITEM/SEG. No.: 468001
SECT/JOB No.: N/A (MIC-MIA STATION)
FAP No.: N/A
SR No.: N/A (MIAMI INTERMODAL CENTER-MIC)
COUNTY: MIAMI-DADE
PARCEL No. 4736

EXHIBIT "A"

ELEVATION OF +93.50 FEET AND HAVING FOR ITS LOWER VERTICAL LIMITS AN ELEVATION OF +55.00 FEET, BOTH AS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), THE FOREGOING BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" AS SHOWN ON SAID PLAT OF "MIAMI INTERMODAL CENTER;" THENCE N02°03'57"W ALONG THE EASTERLY LINE OF SAID TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 93.40 FEET; THENCE N10°24'08"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 139.08 FEET; THENCE N02°03'57"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 54.95 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," N02°03'57"W FOR 60.00 FEET; THENCE DEPARTING SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," N87°57'25"E FOR 37.70 FEET; THENCE S02°02'36"E FOR 60.00 FEET; THENCE S87°57'25"W FOR 37.68 FEET TO THE POINT OF BEGINNING.

BUILDING PARCEL 3:

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 53 SOUTH, RANGE 41 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "C" OF "MIAMI INTERMODAL CENTER," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 24, 2009 IN PLAT BOOK 168 AT PAGE 53 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, HAVING FOR ITS UPPER VERTICAL LIMITS AN ELEVATION OF +23.83 FEET AND HAVING FOR ITS LOWER VERTICAL LIMITS AN ELEVATION OF +8.58 FEET, BOTH AS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), THE FOREGOING BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" AS SHOWN ON SAID PLAT OF "MIAMI INTERMODAL CENTER;" THENCE N02°03'57"W ALONG THE EASTERLY LINE OF SAID TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 93.40 FEET; THENCE N10°24'08"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 100.08 FEET; THENCE DEPARTING SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," N79°35'52"E FOR 32.33 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE N02°02'29"W FOR 25.00 FEET; THENCE S87°57'25"W FOR 1.00 FOOT; THENCE N02°02'35"W FOR 11.33 FEET; THENCE N87°57'25"E FOR 1.00 FOOT; THENCE N02°02'37"W FOR 138.91 FEET; THENCE N87°57'25"E FOR 26.50 FEET; THENCE S02°02'35"E FOR 20.33 FEET; THENCE S87°57'25"W FOR 11.00 FEET; THENCE S02°02'35"E FOR 6.08 FEET; THENCE N87°57'25"E FOR 5.00 FEET; THENCE S02°02'35"E FOR 59.33 FEET; THENCE N87°57'25"E FOR 6.00 FEET; THENCE S02°02'35"E FOR 28.17 FEET; THENCE N87°57'25"E FOR 2.00 FEET; THENCE S02°02'35"E FOR 0.67 FEET; THENCE S87°57'25"W FOR 3.32 FEET; THENCE S02°02'35"E FOR 3.33 FEET; THENCE N87°57'25"E FOR 0.89 FEET; THENCE S12°12'27"E FOR 1.58 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N78°01'53"E FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 146.60 FEET AND A CENTRAL ANGLE OF 08°35'37" FOR 21.99 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING S02°02'35"E, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N86°37'30"E FROM THE CENTER OF THE LAST DESCRIBED CURVE; THENCE S02°02'35"E ALONG SAID LINE FOR 0.83 FEET; THENCE S87°57'25"W FOR 1.48 FEET; THENCE S02°02'35"E FOR 4.84 FEET; THENCE N87°57'25"E FOR 1.48 FEET; THENCE S02°02'35"E FOR 0.83 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING N89°17'28"E FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 146.60 FEET AND A CENTRAL ANGLE OF 08°35'29" FOR 21.98 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING S02°02'35"E, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S82°07'03"E FROM THE CENTER OF THE LAST DESCRIBED CURVE; THENCE S02°02'35"E ALONG SAID LINE FOR 0.83 FEET; THENCE S08°07'16"W FOR 1.58 FEET; THENCE S87°57'25"W FOR 0.89 FEET; THENCE S02°02'35"E FOR 3.33 FEET; THENCE N87°57'25"E FOR 3.32 FEET; THENCE S02°02'35"E FOR 0.67 FEET; THENCE S87°57'25"W FOR 3.48 FEET; THENCE S87°57'25"W FOR 25.02 FEET TO THE POINT OF BEGINNING.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY

THIS DOCUMENT CONSISTS OF 16 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

ATKINS
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

ATKINS NORTH AMERICA, INC
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI
ITEM/SEG. No.: 468001
SECT/JOB No.: N/A (MIC-MIA STATION)
FAP No.: N/A
SR No.: N/A (MIAMI INTERMODAL CENTER-MIC)
COUNTY: MIAMI-DADE
PARCEL No. 4736

EXHIBIT "A"

SURFACE PARKING PARCEL:

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 53 SOUTH, RANGE 41 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "C" OF "MIAMI INTERMODAL CENTER," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 24, 2009 IN PLAT BOOK 168 AT PAGE 53 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THE FOREGOING BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" AS SHOWN ON SAID PLAT OF "MIAMI INTERMODAL CENTER;" THENCE N02°03'57"W ALONG THE EASTERLY LINE OF SAID TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 93.40 FEET; THENCE N10°24'08"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 100.08 FEET; THENCE DEPARTING SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," N79°35'52"E FOR 32.33 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING, THENCE N87°57'25"E FOR 25.02 FEET; THENCE S02°02'35"E FOR 85.97 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S48°52'25"W FROM THE CENTER OF SAID CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 136.05 FEET AND A CENTRAL ANGLE OF 39°10'02" FOR 93.00 FEET TO A POINT OF NON-TANGENT INTERSECTION WITH A LINE BEARING N87°57'25"E, WITH SAID POINT OF NON-TANGENT INTERSECTION BEARING S88°02'27"W FROM THE CENTER OF THE LAST DESCRIBED CURVE; THENCE N87°57'25"E ALONG SAID LINE FOR 5.43 FEET TO THE POINT OF BEGINNING.

BEAM AREA "A:"

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 53 SOUTH, RANGE 41 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "C" OF "MIAMI INTERMODAL CENTER," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 24, 2009 IN PLAT BOOK 168 AT PAGE 53 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, HAVING FOR ITS UPPER VERTICAL LIMITS AN ELEVATION OF +55.00 FEET AND HAVING FOR ITS LOWER VERTICAL LIMITS AN ELEVATION OF +44.75 FEET, BOTH AS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), THE FOREGOING BEING CONTAINED WITHIN AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" AS SHOWN ON SAID PLAT OF "MIAMI INTERMODAL CENTER;" THENCE N02°03'57"W ALONG THE EASTERLY LINE OF SAID TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 93.40 FEET; THENCE N10°24'08"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 139.08 FEET; THENCE N02°03'57"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 52.04 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," N02°03'57"W FOR 5.81 FEET; THENCE DEPARTING SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," S82°34'48"E FOR 5.52 FEET; THENCE N87°57'25"E FOR 32.16 FEET; THENCE S02°02'36"E FOR 4.00 FEET; THENCE S87°57'25"W FOR 32.16 FEET; THENCE S78°29'40"W FOR 5.51 FEET TO THE POINT OF BEGINNING.

BEAM AREA "B:"

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 53 SOUTH, RANGE 41 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "C" OF "MIAMI INTERMODAL CENTER," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 24, 2009 IN PLAT BOOK 168 AT PAGE 53 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, HAVING FOR ITS UPPER VERTICAL LIMITS AN ELEVATION OF +55.00 FEET AND HAVING FOR ITS LOWER VERTICAL LIMITS AN ELEVATION OF +44.75 FEET, BOTH AS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), THE FOREGOING BEING CONTAINED WITHIN AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY

THIS DOCUMENT CONSISTS OF 16 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

ATKINS
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
ATKINS NORTH AMERICA, INC
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI
ITEM/SEG. No.: 468001
SECT/JOB No.: N/A (MIC-MIA STATION)
FAP No.: N/A
SR No.: N/A (MIAMI INTERMODAL CENTER-MIC)
COUNTY: MIAMI-DADE
PARCEL No. 4736

EXHIBIT "A"

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" AS SHOWN ON SAID PLAT OF "MIAMI INTERMODAL CENTER;" THENCE N02°03'57"W ALONG THE EASTERLY LINE OF SAID TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 93.40 FEET; THENCE N10°24'08"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 139.08 FEET; THENCE N02°03'57"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 112.04 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C;" N02°03'57"W FOR 5.82 FEET; THENCE DEPARTING SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," S82°34'50"E FOR 5.54 FEET; THENCE N87°57'25"E FOR 32.15 FEET; THENCE S02°02'36"E FOR 4.00 FEET; THENCE S87°57'25"W FOR 32.16 FEET; THENCE S78°29'40"W FOR 5.54 FEET TO THE POINT OF BEGINNING.

BEAM AREA "C:"

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 53 SOUTH, RANGE 41 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "C" OF "MIAMI INTERMODAL CENTER," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 24, 2009 IN PLAT BOOK 168 AT PAGE 53 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, HAVING FOR ITS UPPER VERTICAL LIMITS AN ELEVATION OF +55.00 FEET AND HAVING FOR ITS LOWER VERTICAL LIMITS AN ELEVATION OF +44.75 FEET, BOTH AS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), THE FOREGOING BEING CONTAINED WITHIN AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" AS SHOWN ON SAID PLAT OF "MIAMI INTERMODAL CENTER;" THENCE N02°03'57"W ALONG THE EASTERLY LINE OF SAID TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 93.40 FEET; THENCE N10°24'08"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 139.08 FEET; THENCE N02°03'57"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 173.16 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," N02°03'57"W FOR 5.83 FEET; THENCE DEPARTING SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," S82°34'51"E FOR 5.56 FEET; THENCE N87°57'25"E FOR 16.00 FEET; THENCE S02°02'36"E FOR 4.00 FEET; THENCE S87°57'25"W FOR 16.00 FEET; THENCE S78°29'39"W FOR 5.56 FEET TO THE POINT OF BEGINNING.

BEAM AREA "D:"

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 53 SOUTH, RANGE 41 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "C" OF "MIAMI INTERMODAL CENTER," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 24, 2009 IN PLAT BOOK 168 AT PAGE 53 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, HAVING FOR ITS UPPER VERTICAL LIMITS AN ELEVATION OF +55.00 FEET AND HAVING FOR ITS LOWER VERTICAL LIMITS AN ELEVATION OF +44.75 FEET, BOTH AS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), THE FOREGOING BEING CONTAINED WITHIN AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" AS SHOWN ON SAID PLAT OF "MIAMI INTERMODAL CENTER;" THENCE N02°03'57"W ALONG THE EASTERLY LINE OF SAID TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 93.40 FEET; THENCE N10°24'08"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 139.08 FEET; THENCE N02°03'57"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 234.28 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," N02°03'57"W FOR 5.84 FEET; THENCE DEPARTING SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," S82°34'53"E FOR 5.59 FEET; THENCE N87°57'25"E FOR 16.00 FEET; THENCE S02°02'36"E FOR 4.00 FEET; THENCE S87°57'25"W FOR 16.00 FEET; THENCE S78°29'38"W FOR 5.59 FEET TO THE POINT OF BEGINNING.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY

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FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI
ITEM/SEG. No.: 468001
SECT/JOB No.: N/A (MIC-MIA STATION)
FAP No.: N/A
SR No.: N/A (MIAMI INTERMODAL CENTER-MIC)
COUNTY: MIAMI-DADE
PARCEL No. 4736

EXHIBIT "A"

BEAM AREA "E:"

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 53 SOUTH, RANGE 41 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "C" OF "MIAMI INTERMODAL CENTER," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 24, 2009 IN PLAT BOOK 168 AT PAGE 53 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, HAVING FOR ITS UPPER VERTICAL LIMITS AN ELEVATION OF +55.00 FEET AND HAVING FOR ITS LOWER VERTICAL LIMITS AN ELEVATION OF +44.75 FEET, BOTH AS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), THE FOREGOING BEING CONTAINED WITHIN AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" AS SHOWN ON SAID PLAT OF "MIAMI INTERMODAL CENTER;" THENCE N02°03'57"W ALONG THE EASTERLY LINE OF SAID TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 93.40 FEET; THENCE N10°24'08"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 139.08 FEET; THENCE N02°03'57"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 294.28 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," N02°03'57"W FOR 5.85 FEET; THENCE DEPARTING SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," S82°34'50"E FOR 5.61 FEET; THENCE N87°57'25"E FOR 32.16 FEET; THENCE S02°02'36"E FOR 4.00 FEET; THENCE S87°57'25"W FOR 32.16 FEET; THENCE S78°29'39"W FOR 5.61 FEET TO THE POINT OF BEGINNING.

BEAM AREA "F:"

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 53 SOUTH, RANGE 41 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "C" OF "MIAMI INTERMODAL CENTER," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 24, 2009 IN PLAT BOOK 168 AT PAGE 53 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, HAVING FOR ITS UPPER VERTICAL LIMITS AN ELEVATION OF +55.00 FEET AND HAVING FOR ITS LOWER VERTICAL LIMITS AN ELEVATION OF +44.75 FEET, BOTH AS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), THE FOREGOING BEING CONTAINED WITHIN AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" AS SHOWN ON SAID PLAT OF "MIAMI INTERMODAL CENTER;" THENCE N02°03'57"W ALONG THE EASTERLY LINE OF SAID TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 93.40 FEET; THENCE N10°24'08"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 139.08 FEET; THENCE N02°03'57"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 354.27 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," N02°03'57"W FOR 5.85 FEET; THENCE DEPARTING SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," S82°34'53"E FOR 5.64 FEET; THENCE N87°57'25"E FOR 32.16 FEET; THENCE S02°02'36"E FOR 4.00 FEET; THENCE S87°57'25"W FOR 32.16 FEET; THENCE S78°29'42"W FOR 5.63 FEET TO THE POINT OF BEGINNING.

BEAM AREA "G:"

ALL THAT LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN SECTION 29, TOWNSHIP 53 SOUTH, RANGE 41 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING A PORTION OF TRACT "C" OF "MIAMI INTERMODAL CENTER," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 24, 2009 IN PLAT BOOK 168 AT PAGE 53 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, HAVING FOR ITS UPPER VERTICAL LIMITS AN ELEVATION OF +55.00 FEET AND HAVING FOR ITS LOWER VERTICAL LIMITS AN ELEVATION OF +44.75 FEET, BOTH AS REFERENCED TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), THE FOREGOING BEING CONTAINED WITHIN AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, VIZ.:

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FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI
ITEM/SEG. No.: 468001
SECT/JOB No.: N/A (MIC-MIA STATION)
FAP No.: N/A
SR No.: N/A (MIAMI INTERMODAL CENTER-MIC)
COUNTY: MIAMI-DADE
PARCEL No. 4736

EXHIBIT "A"

COMMENCE AT THE SOUTHEAST CORNER OF TRACT "B" AS SHOWN ON SAID PLAT OF "MIAMI INTERMODAL CENTER;" THENCE N02°03'57"W ALONG THE EASTERLY LINE OF SAID TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 93.40 FEET; THENCE N10°24'08"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 139.08 FEET; THENCE N02°03'57"W ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C" FOR 414.20 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL OF LAND; FROM SAID POINT OF BEGINNING AND CONTINUING ALONG SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," N02°03'57"W FOR 6.00 FEET; THENCE DEPARTING SAID EASTERLY LINE OF TRACT "B" AND THE WESTERLY LINE OF SAID TRACT "C," N87°57'25"E FOR 32.74 FEET; THENCE S82°34'53"E FOR 6.08 FEET; THENCE N87°57'25"E FOR 16.00 FEET; THENCE S02°02'36"E FOR 4.00 FEET; THENCE S87°57'25"W FOR 16.00 FEET; THENCE S78°29'39"W FOR 6.08 FEET; THENCE S87°57'25"W FOR 32.74 FEET TO THE POINT OF BEGINNING.

ARTICLE III
SOURCES OF DATA:

THE LEGAL DESCRIPTIONS AS CITED UNDER ARTICLE II WHERE CREATED BASED ON THE FOLLOWING DATA:

1. THE RECORDED PLAT AND DEEDS AS MORE FULLY SHOWN ON THE SKETCH.
2. BEARINGS AS SHOWN HEREON REFER TO A BEARING OF N02°03'57"E ALONG THE WESTERLY LINE OF TRACT "C" AS DERIVED FROM THE PLAT OF "MIAMI INTERMODAL CENTER," ACCORDING TO THE PLAT THEREOF, AS RECORDED SEPTEMBER 24, 2009 IN PLAT BOOK 168 AT PAGE 53 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
3. MIAMI-DADE COUNTY TAX ROLLS FOR 2010 TAX YEAR (FOR REFERENCE ONLY.)
4. MIAMI INTERMODAL CENTER OVERALL STATION SECTIONS PLANS, SHEETS A7.02 (SHEET LAST REVISED MARCH 30, 2007) AND A2.01.00, (SHEET LAST REVISED MARCH 30, 2007) AS PREPARED BY EARTH TECH (AECOM) TRANSPORTATION SERVICES FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT 6. THE DATA CONTAINED WITHIN THESE SHEETS SERVED AS GOVERNANCE OF THE HORIZONTAL AND VERTICAL PERIMETRICAL BOUNDARIES OF THE DESCRIBED PROPERTIES.

ARTICLE IV
LIMITATIONS:

1. THE CLIENT IS HEREBY ADVISED THAT THERE MAY BE LEGAL RESTRICTIONS ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THE SKETCH OR CONTAINED WITHIN THIS REPORT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, OR THE RECORDS OF ANY OTHER PUBLIC AND PRIVATE ENTITIES AS THEIR JURISDICTIONS MAY APPEAR.
2. THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" DOES NOT REPRESENT A FIELD BOUNDARY SURVEY OF THE PROPERTY DESCRIBED IN ARTICLE II OR THE UNDERLYING TRACTS OF LAND THEREOF. THE DIMENSIONS AS DEPICTED ON THE SKETCH/EXHIBITS AS CITED IN THE LEGAL DESCRIPTION WERE OBTAINED FROM THE UNDERLYING PLAT OF RECORD AND THE PLANS DESCRIBED IN ARTICLE III, PART 4 OF THIS SURVEYOR'S REPORT. THESE FIGURES ARE SUBJECT TO ADJUSTMENT AS A FIELD SURVEY OF THE SUBJECT PROPERTY MAY REVEAL.
3. THE "BEAM DIMENSIONS" AS INDICATED ON THE ISOMETRIC DETAILS ARE BASED ON THE DESIGN PLANS AND ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY.
4. THE SKETCH IS INTENDED TO BE DISPLAYED AT THE STATED AND GRAPHIC SCALES IN ENGLISH UNITS OF MEASUREMENT. ATTENTION IS DRAWN TO THE FACT THAT THESE SCALES MAY BE CHANGED BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

ARTICLE V
SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY: THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" WAS PREPARED UNDER MY DIRECTION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND FURTHER, THAT SAID SKETCH AND THE DOCUMENTATION APPENDED THEREIN MEETS THE INTENT OF THE APPLICABLE PROVISIONS OF THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA,"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY

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FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI
ITEM/SEG. No.: 468001
SECT/JOB No.: N/A (MIC-MIA STATION)
FAP No.: N/A
SR No.: N/A (MIAMI INTERMODAL CENTER-MIC)
COUNTY: MIAMI-DADE
PARCEL No. 4736

EXHIBIT "A"

PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

ATKINS NORTH AMERICA, INC.
FLORIDA CERTIFICATE OF AUTHORIZATION NO. LB24

BY: _____
DOUGLAS W. DEANS, PLS
PROFESSIONAL LAND SURVEYOR NO. 4140
STATE OF FLORIDA
DATE OF CERTIFICATION: SEPTEMBER 7, 2011

NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS AND REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES. THIS DOCUMENT CONSISTS OF MULTIPLE EXHIBITS, GRAPHICS AND REPORT AND EACH PAGE AND COMPONENT THEREOF SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETED UNLESS APPENDED TO THE OTHERS. THIS NOTICE IS REQUIRED PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

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ABBREVIATIONS:

C2	=	CURVE TABLE NUMBER
L92	=	LINE TABLE NUMBER
P.O.B.	=	POINT OF BEGINNING
P.O.C.	=	POINT OF COMMENCEMENT
P.N.T.	=	POINT OF NON-TANGENT INTERSECTION
O.R.B.	=	OFFICIAL RECORDS BOOK
P.B.	=	PLAT BOOK
PG.	=	PAGE
R	=	RADIUS
A	=	ARC LENGTH
TAN	=	TANGENT LENGTH
Δ	=	DELTA (CENTRAL ANGLE OF CURVE)
NGVD29	=	NATIONAL GEODETIC VERTICAL DATUM OF 1929
℄	=	CENTERLINE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
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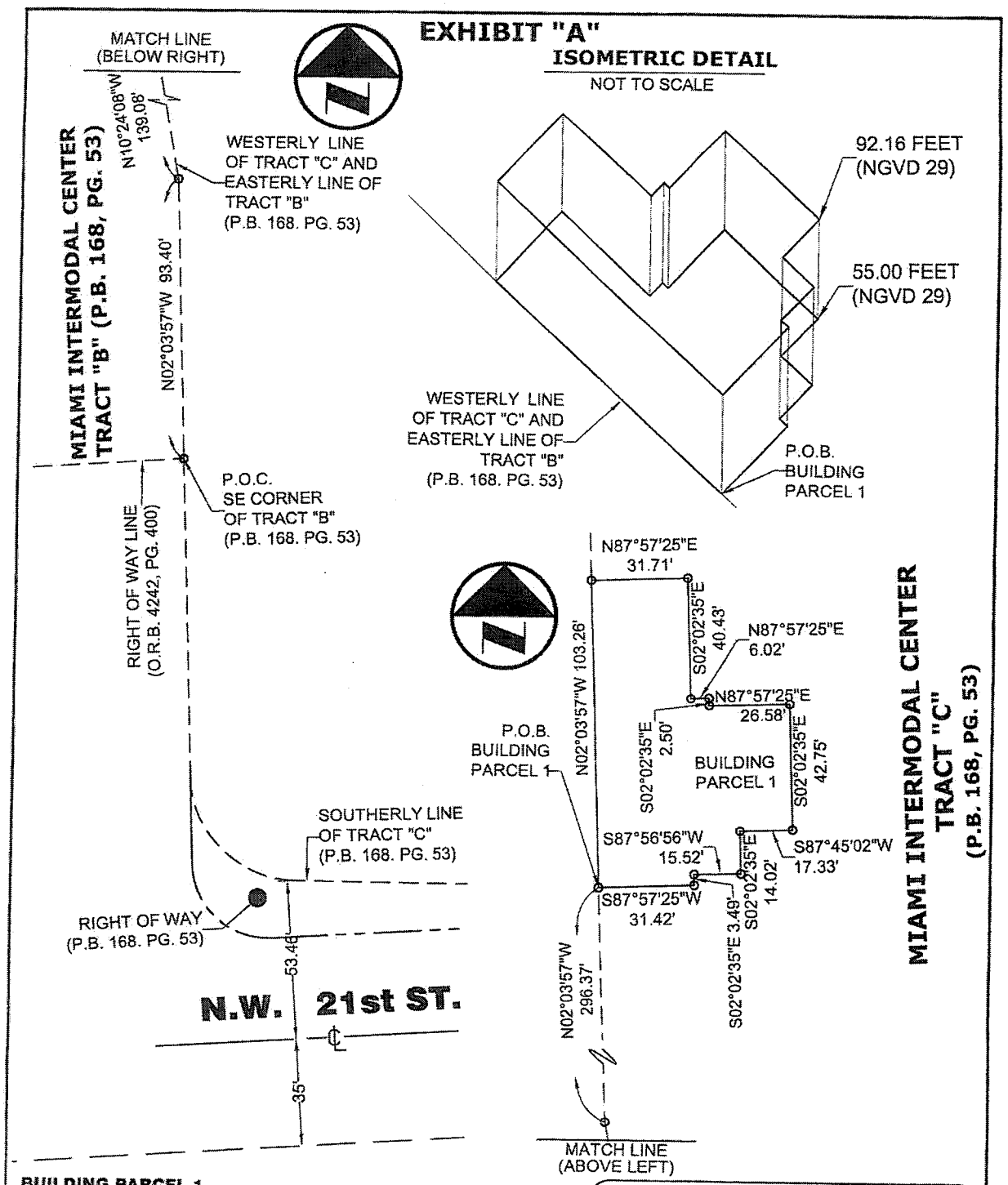
THIS DOCUMENT CONSISTS OF 16 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

EXHIBIT "A"



BUILDING PARCEL 1
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY

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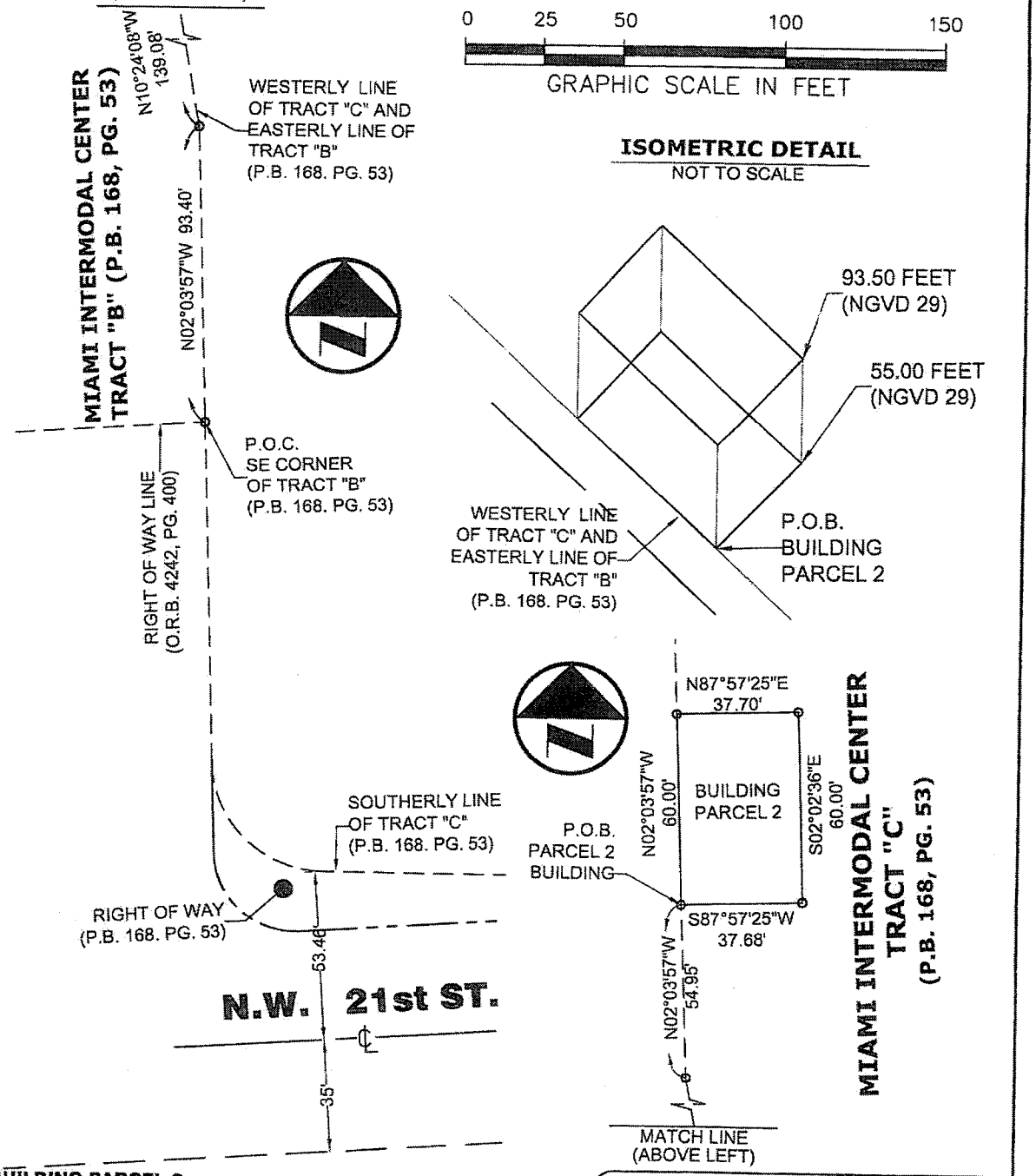
COUNTY: MIAMI-DADE
PARCEL No. 4736

EXHIBIT "A"



BUILDING PARCEL 2
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
NOT A BOUNDARY SURVEY

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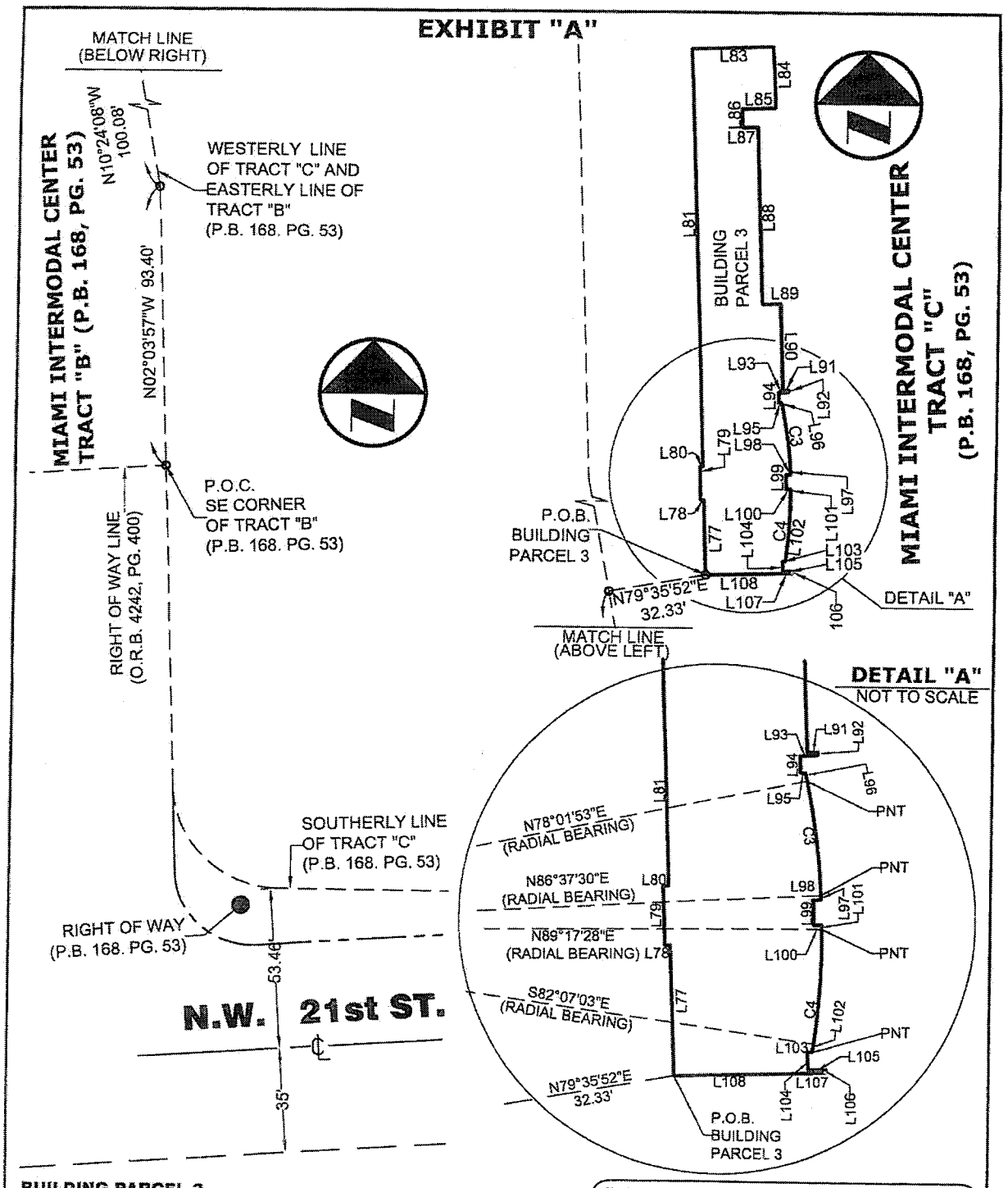
ATKINS
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275

ATKINS NORTH AMERICA, INC
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT VI
ITEM/SEG. No.: 468001
SECT/JOB No.: N/A (MIC-MIA STATION)
FAP No.: N/A
SR No.: N/A (MIAMI INTERMODAL CENTER-MIC)
COUNTY: MIAMI-DADE
PARCEL No. 4736

SHEET: 9 OF 16

EXHIBIT "A"



BUILDING PARCEL 3
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
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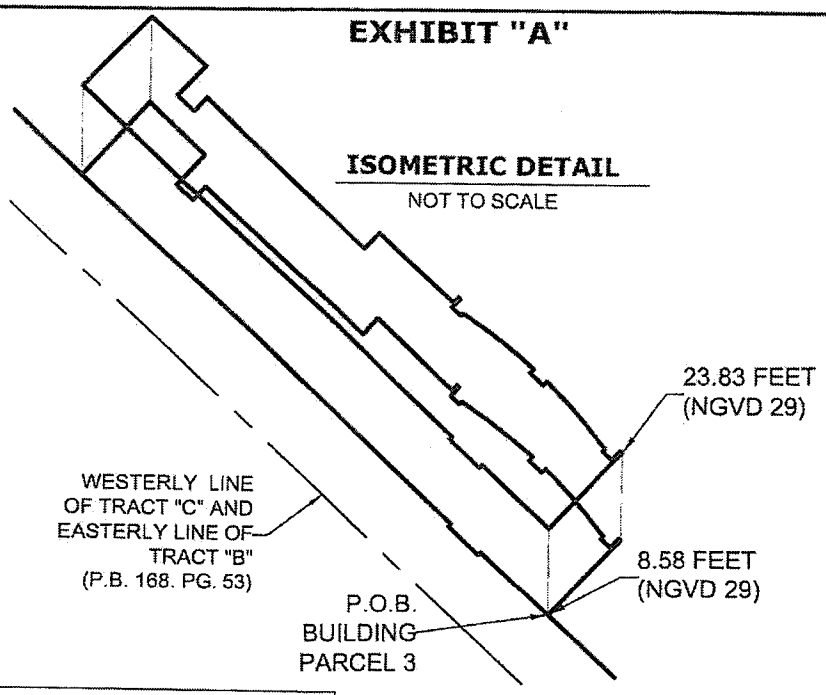
PARCEL No. 4736

SHEET: 10 OF 16

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	LENGTH
L77	N02°02'29"W	25.00'
L78	S87°57'25"W	1.00'
L79	N02°02'35"W	11.33'
L80	N87°57'25"E	1.00'
L81	N02°02'37"W	138.91'
L83	N87°57'25"E	26.50'
L84	S02°02'35"E	20.33'
L85	S87°57'25"W	11.00'
L86	S02°02'35"E	6.08'
L87	N87°57'25"E	5.00'
L88	S02°02'35"E	59.33'
L89	N87°57'25"E	6.00'
L90	S02°02'35"E	28.17'
L91	N87°57'25"E	2.00'
L92	S02°02'35"E	0.67'
L93	S87°57'25"W	3.32'
L94	S02°02'35"E	3.33'
L95	N87°57'25"E	0.89'
L96	S12°12'27"E	1.58'
L97	S02°02'35"E	0.83'
L98	S87°57'25"W	1.48'
L99	S02°02'35"E	4.84'
L100	N87°57'25"E	1.48'
L101	S02°02'35"E	0.83'
L102	S08°07'16"W	1.58'
L103	S87°57'25"W	0.89'
L104	S02°02'35"E	3.33'
L105	N87°57'25"E	3.32'
L106	S02°02'35"E	0.67'
L107	S87°57'25"W	3.48'
L108	S87°57'25"W	25.02'

CURVE TABLE				
CURVE	DELTA	RADIUS	TANGENT	LENGTH
C3	8°35'37"	146.60'	11.01'	21.99'
C4	8°35'29"	146.60'	11.01'	21.98'

BUILDING PARCEL 3
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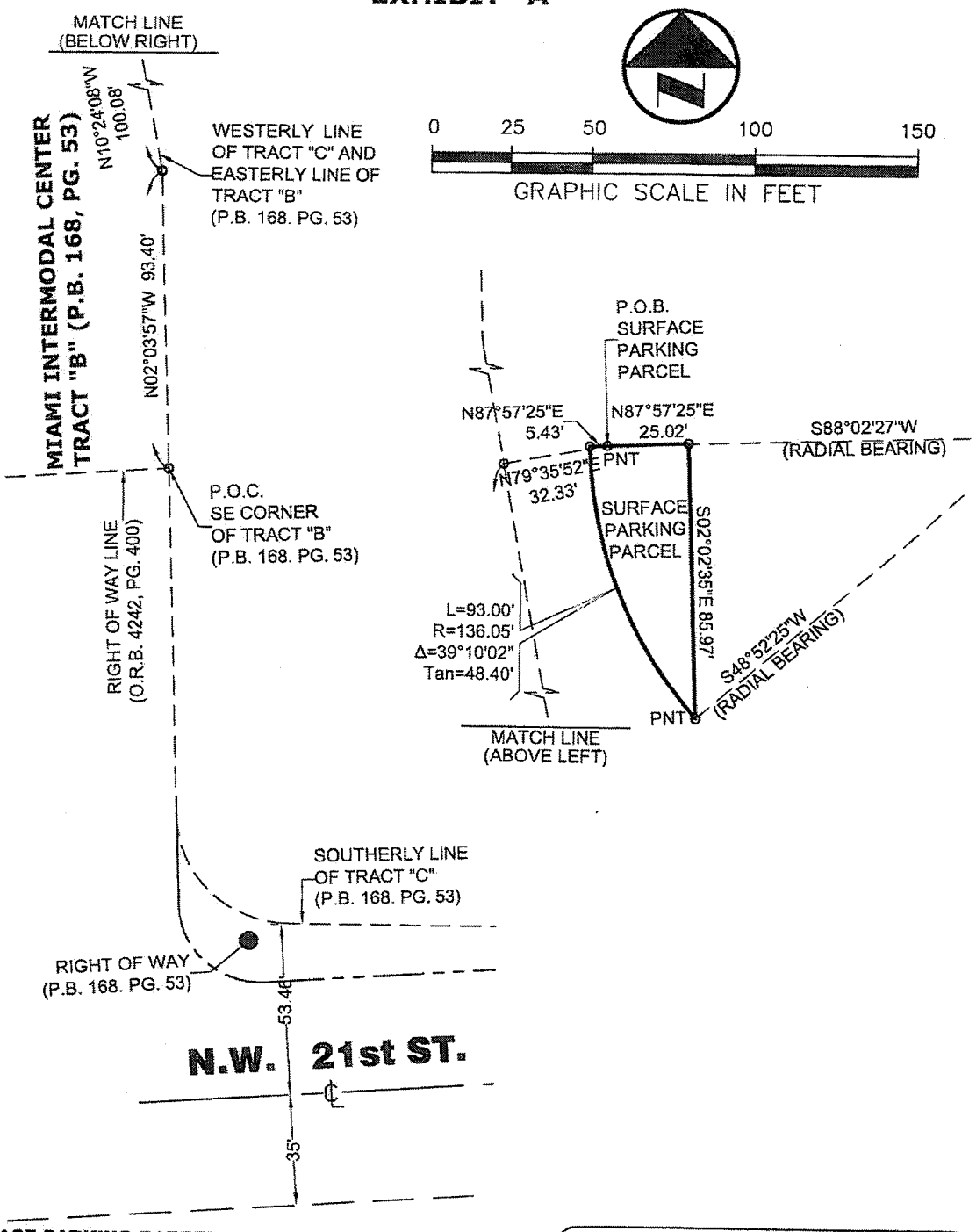

SURFACE PARKING PARCEL
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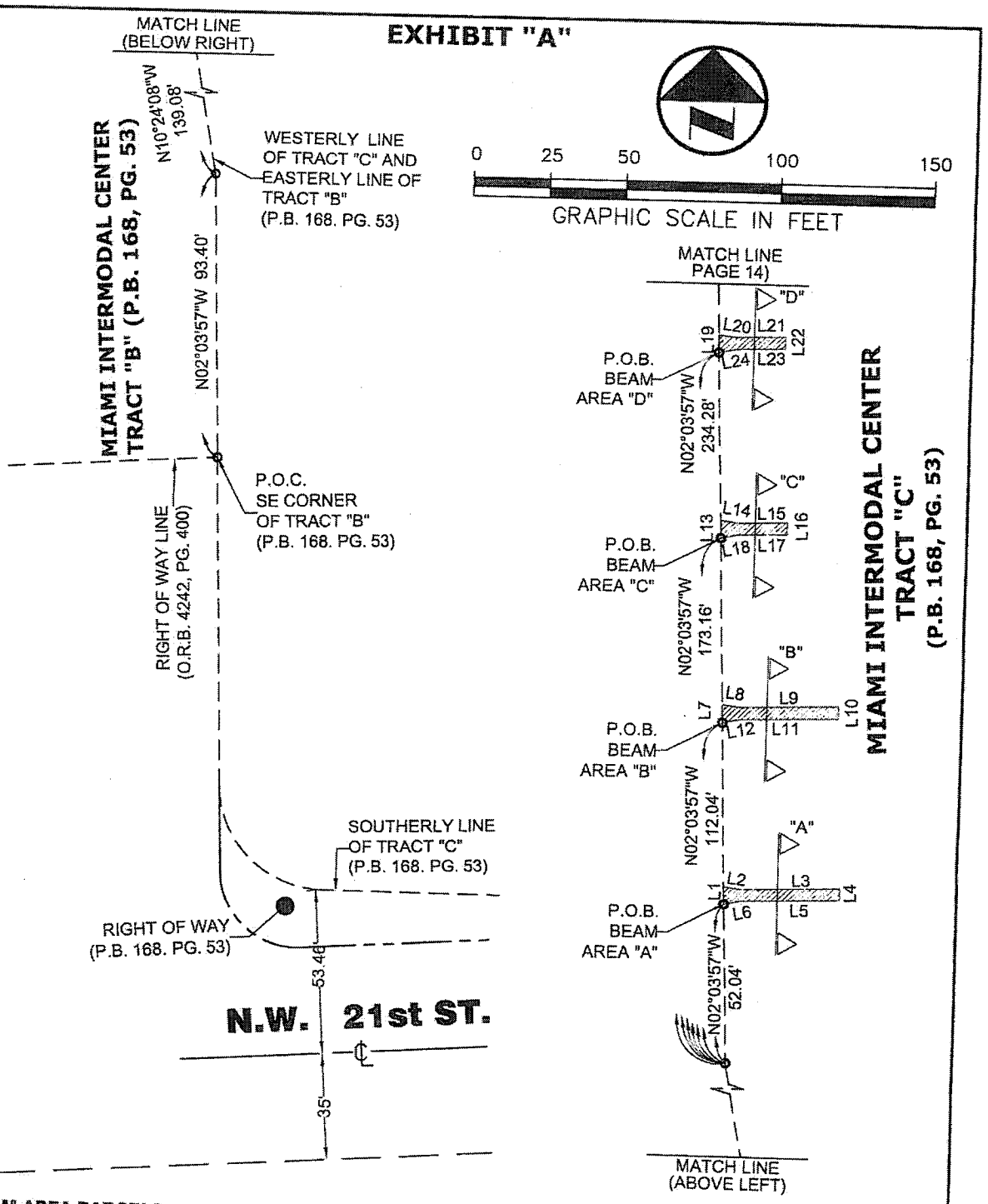
PARCEL No. 4736

SHEET: 12 OF 16

EXHIBIT "A"



BEAM AREA PARCELS
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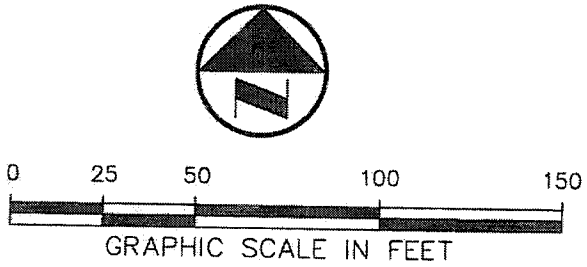
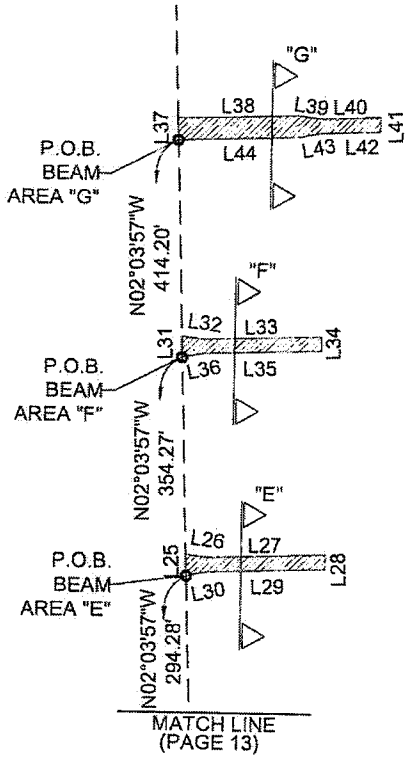
PARCEL No. 4736

SHEET: 13 OF 16

EXHIBIT "A"





LINE TABLE		
LINE	BEARING	LENGTH
L1	N02°03'57"W	5.81'
L2	S82°34'48"E	5.52'
L3	N87°57'25"E	32.16'
L4	S02°02'36"E	4.00'
L5	S87°57'25"W	32.16'
L6	S78°29'40"W	5.51'
L7	N02°03'57"W	5.82'
L8	S82°34'50"E	5.54'
L9	N87°57'25"E	32.15'
L10	S02°02'36"E	4.00'
L11	S87°57'25"W	32.16'
L12	S78°29'40"W	5.54'
L13	N02°03'57"W	5.83'
L14	S82°34'51"E	5.56'
L15	N87°57'25"E	16.00'
L16	S02°02'36"E	4.00'
L17	S87°57'25"W	16.00'
L18	S78°29'39"W	5.56'
L19	N02°03'57"W	5.84'
L20	S82°34'53"E	5.59'
L21	N87°57'25"E	16.00'
L22	S02°02'36"E	4.00'
L23	S87°57'25"W	16.00'
L24	S78°29'38"W	5.59'
L25	N02°03'57"W	5.85'
L26	S82°34'50"E	5.61'
L27	N87°57'25"E	32.16'
L28	S02°02'36"E	4.00'
L29	S87°57'25"W	32.16'
L30	S78°29'39"W	5.61'
L31	N02°03'57"W	5.85'
L32	S82°34'53"E	5.64'
L33	N87°57'25"E	32.16'
L34	S02°02'36"E	4.00'
L35	S87°57'25"W	32.16'
L36	S78°29'42"W	5.63'
L37	N02°03'57"W	6.00'
L38	N87°57'25"E	32.74'
L39	S82°34'53"E	6.08'
L40	N87°57'25"E	16.00'
L41	S02°02'36"E	4.00'
L42	S87°57'25"W	16.00'
L43	S78°29'39"W	6.08'
L44	S87°57'25"W	32.74'

BEAM AREA PARCELS

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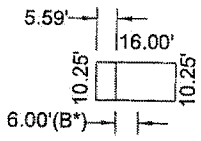
COUNTY: MIAMI-DADE
PARCEL No. 4736

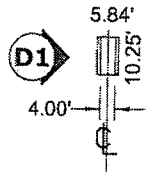
EXHIBIT "A"

BEAM AREA "D"

VIEW "D1"

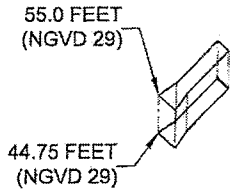


VIEW "D"



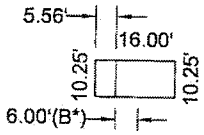
ISOMETRIC DETAIL

NOT TO SCALE

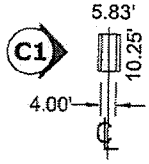


BEAM AREA "C"

VIEW "C1"



VIEW "C"



ISOMETRIC DETAIL

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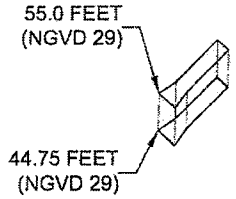
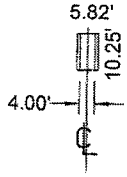


BEAM AREA "B"

VIEW "B"



ISOMETRIC DETAIL

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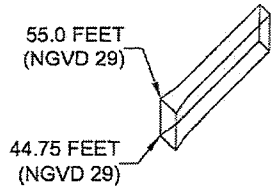
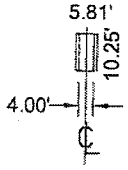


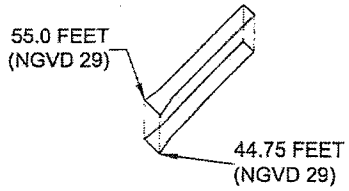
BEAM AREA "A"

VIEW "A"



ISOMETRIC DETAIL

NOT TO SCALE



(B*)= BEAM DIMENSIONS

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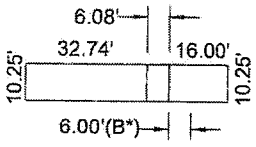
COUNTY: MIAMI-DADE
PARCEL No. 4736

SHEET: 15 OF 16

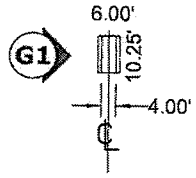
EXHIBIT "A"

BEAM AREA "G"

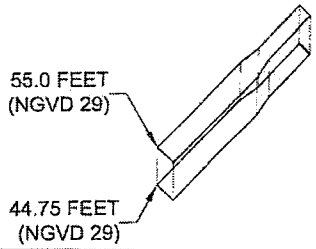
VIEW "G1"



VIEW "G"

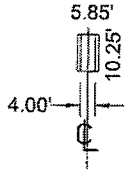


ISOMETRIC DETAIL
NOT TO SCALE



BEAM AREA "F"

VIEW "F"



ISOMETRIC DETAIL
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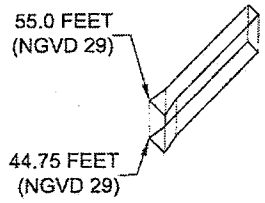
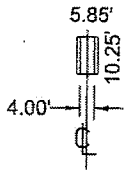


BEAM AREA "E"

(B*)= BEAM DIMENSIONS

VIEW "E"



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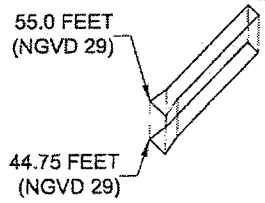

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SHEET: 16 OF 16