



MEMORANDUM

Agenda Item No. 8(O)(1)

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

DATE: March 6, 2012

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

SUBJECT: Resolution authorizing the conveyance
of a Non-Exclusive Easement for
ingress and egress to Gables Station
LLC

The accompanying resolution was prepared by the Miami-Dade Transit Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.

R. A. Cuevas, Jr.
County Attorney

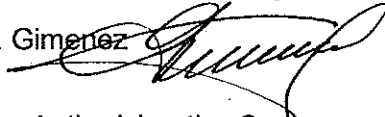
RAC/up

Memorandum



Date: March 6, 2012

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

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing the Conveyance of a Non-Exclusive Easement for Ingress and Egress to Gables Station LLC, a Florida Limited Liability Company, Across Property Owned by Miami-Dade County Known as the Metrorail South Corridor (Folio 03-4120-000-0210), Adjacent to Gables Station, LLC Property, Located at 251 South Dixie Highway; and Authorizing the County Mayor or the County Mayor's Designee to Exercise Any and All Rights Conferred Therein

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution authorizing the conveyance of a non-exclusive easement for ingress and egress to Gables Station LLC, a Florida limited liability company, across property owned by Miami-Dade Transit, known as Metrorail South Corridor (Folio 03-4120-000-0210) adjacent to Gables Station, LLC property which is fronting South Dixie Highway; and authorizing the County Mayor or the County's Mayor's designee to exercise any and all rights conferred therein.

SCOPE

The easement is physically located within Commission District 7.

FISCAL IMPACT/FUNDING SOURCE

The conveyance of this easement represents a positive fiscal impact to Miami-Dade County (County). In granting this ingress/egress easement, Miami-Dade County will receive an amount of \$7,757.10 per year which will be programmed into the MDT Operating budget.

TRACK RECORD/MONITOR

The County has previously granted ingress/egress easements to others such as FPL, BellSouth/AT&T, and other developers through various departments including Miami-Dade Transit (MDT). It is customary and appropriate to grant easements when they become public necessities. The person responsible for monitoring this Easement Agreement is Froilan Baez, Acting Chief, Right of Way, Utilities & Property Management Division.

DELEGATED AUTHORITY

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

BACKGROUND

Gables Station LLC is the owner of approximately four (4) acres of real property fronting South Dixie Highway (State Road 5 – U.S. Highway No. 1) at the location mentioned above. Gables Station LLC intends to build approximately a 300,000 square feet commercial and retail office building complex. This development will require additional access to and from the new building complex.

At present, South Dixie Highway (State Road 5 – U.S. Highway No. 1) is highly congested and the Florida Department of Transportation is not permitting any additional access for this development onto US1. This egress/ingress easement is needed in order to alleviate or avoid additional traffic impact to said roadway.

Gables Station LLC property directly adjoins the Metrorail South Corridor, herein referred to as the "Guideway Property," to the east in the vicinity between Grand Avenue and south of Douglas Road Station. Ponce de Leon Boulevard directly adjoins the Guideway Property to the west. To provide the general public reasonable and safe access to the Gables Station LLC property, an additional point of access onto Ponce de Leon Boulevard, which requires crossing through the Guideway Property at a specific location as described and shown in Exhibit "C" of the attached Easement Agreement, is needed.

Gables Station LLC presented their plans to the Bicycle/Pedestrian Advisory Committee (BPAC) and Fire/Life Safety Technical Committee in 2009 and received approvals pursuant to BPAC Resolution #16-2009. The plans are up-to-date and both the BPAC and Fire/Life Safety Technical Committee recommendations (which primarily centered around the incorporation of pedestrian safety elements, i.e., proper lighting) have been addressed.



Deputy Mayor /County Manager



MEMORANDUM

(Revised)

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

DATE: March 6, 2012

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

SUBJECT: Agenda Item No. 8(O)(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(O)(1)
3-6-12

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CONVEYANCE OF A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS TO GABLES STATION LLC, A FLORIDA LIMITED LIABILITY COMPANY, ACROSS PROPERTY OWNED BY MIAMI-DADE COUNTY, KNOWN AS THE METRORAIL SOUTH CORRIDOR (FOLIO 03-4120-000-0210), ADJACENT TO GABLES STATION, LLC PROPERTY, LOCATED AT 251 SOUTH DIXIE HIGHWAY; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the conveyance of a Non-Exclusive Easement for ingress and egress to Gables Station LLC, as described in the Easement Agreement, in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor, or the County Mayor's designee to execute said easement for and on behalf of Miami-Dade County and to exercise all provisions therein; and pursuant to Resolution R-974-09, record the instrument of the easement conveyance accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instrument to the clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

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	

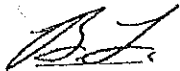
The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of March, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Bruce Libhaber

This Instrument Prepared by:
Stephen J. Helfman, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Boulevard
Suite 700
Coral Gables, Florida 33134

Affected folio: 03-4120-000-0210

EASEMENT AGREEMENT

This is an Easement Agreement (this "Easement") made this ____ day of January, 2012 by MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County"), to and for the benefit of GABLES STATION LLC, a Florida limited liability company ("Gables Station"), having an address at 2665 S. Bayshore Drive, Suite 1200, Miami, Florida 33133.

RECITALS

WHEREAS, Gables Station is the owner of approximately four (4) acres of real property, (the "Property") fronting South Dixie Highway (State Road 5/U.S. Highway No. 1) in the City of Coral Gables, Miami-Dade County, Florida. The Property is legally described on Exhibit "A" attached hereto, and made a part of this Easement; and

WHEREAS, Gables Station intends to build approximately 330,000 square feet of commercial/retail development (the "Project") on the Property; and

WHEREAS, because South Dixie Highway (State Road 5/U.S. Highway No. 1) is highly congested, access to the Property is extremely restricted; and

WHEREAS, in order to provide reasonable and safe access to the Property, an additional point of access onto Ponce de Leon Boulevard is deemed most appropriate; and

WHEREAS, the County is the owner of a certain 100-foot wide strip of real property lying immediately to the north and contiguous to the Property that provides direct frontage to Ponce De Leon Boulevard. This County property is known as the Metrorail Guideway Property and is shown on Exhibit "B" attached hereto, and made a part of this Easement (the "Guideway Property"); and

WHEREAS, Gables Station desires to acquire an easement appurtenant to the Guideway Property for the limited purpose of obtaining ingress and egress to Ponce De Leon Boulevard; and

WHEREAS, in order to allow for the safe development and use of the Project, the County desires to accommodate Gables Station, its tenants, subtenants and other occupants and users of the Project, including the general public, by providing access to and from Ponce De Leon Boulevard through a limited easement across a portion of the Guideway Property.

NOW THEREFORE, for the sum of ten (10) dollars and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties agreed as follows:

TERMS

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated herein as fully set forth herein.

2. **Easement.** The County hereby grants to Gables Station, for the benefit of all tenants, sub-tenants and other occupants and users, their respective employees and other agents, contractors, subcontractors, invitees and guests and all other persons coming onto the Property from time to time, a

non-exclusive easement over, under, and across the portion of the Guideway Property legally described on Exhibit "C" attached hereto, and made a part of this Easement ("Easement Area") for the purposes of vehicular and pedestrian ingress and egress to and from the Property in accordance with, and expressly subject to, the terms and conditions of this Easement.

3. Improvements to Guideway Easement Area.

3.1 Gables Station shall improve and maintain the Easement Area substantially in accordance with a plan entitled "Gables Station Partial Site Plan," as prepared by Robin Bosco containing 3 sheets, dated Preliminary 11-03-2011 (the "Plan") which is attached as composite Exhibit "D" attached hereto and made a part of this Easement.

3.2 Gables Station with the County's consent, and by a separate Special Permit Agreement, may plant ground cover/sod or other small scale plantings within the Guideway Property adjacent to the Easement Area in order to enhance the landscape. Except for the improvements to be undertaken under this Section 3 and the following Section 4 by Gables Station, the granting of the easement rights shall in no event be construed to permit the installation of any other improvements within the Easement Area by Gables Station without the prior written consent of the County.

3.3 The lighting shown on the Plan shall be high-intensity and shall be operational from dusk to dawn, and during the times of inclement weather.

3.4 Signage shall be conspicuously placed within the Easement Area to prohibit loitering, trespassing and the parking of unattended vehicles.

3.5 The grading of the Easement Area shall be such that no storm water pools within the Easement Area.

3.6 Gables Station shall visually monitor activity within the Easement Area through the use of a surveillance video camera(s), which shall be installed so as to be able to view the Easement Area on a real time basis with equipment capable of recording and saving the images for a period of 90 days.

4. Additional Off-site Improvements.

4.1 In addition to the improvements set forth on the Plan, and as additional consideration for the County's grant of this Easement, Gables Station agrees to improve the County's existing bicycle pathway which runs along the northern boundary of the Property, substantially in accordance with the plans and specifications entitled "Gables Station Bike Plan", as prepared by C3TS, dated May 27, 2009 (the "Bicycle Pathway Plan"). The Bicycle Pathway Plan is intended to incorporate those improvements recommended by the Miami-Dade County, Bicycle Pedestrian Advisory Committee (BPAC), pursuant to Resolution # 16-2009 dated June 24, 2009.

4.2 It is anticipated that the County, through its Department of Public Works, may require the installation of a traffic signal where the Easement Area intersects Ponce de Leon Boulevard. In the event that such signalization is required, the County hereby consents to any necessary adjustments in the size and configuration of the Easement Area and the of design of the improvements made under Section 3 above in order to accommodate and adjust for such signalization. To the extent that any changes are made, the parties shall execute and record a memorandum or other appropriate documentation to reflect such changes.

5. Maintenance and Expense. Gables Station shall at its sole cost and expense, at all times, maintain the Easement Area and the improvements required hereunder in a safe, clean and fully functional manner.

6. Continuing Control. Notwithstanding the easement rights granted herein, it is specifically understood and agreed that the County reserves such access rights to the Easement Area as are necessary to enable the County to comply with the "Continuing Control" requirements/regulations of the Federal Transit Administration as it relates to the operations of the Metrorail Guideway System provided such requirements/regulations do not prohibit the rights herein granted to Gables Station.

7. Insurance. Gables Station agrees to maintain throughout the term of the Easement, a comprehensive general liability insurance policy insuring against liability occasioned by any occurrence on or about the Easement Area and any appurtenances thereto. Such policy is to be written on an occurrence basis by a good and solvent insurance company with limits of not less than Fifty Million (\$50,000,000) Dollars per occurrence for bodily or personal injury (including death), and Five Million (\$5,000,000) Dollars in respect to property damage, with the County being named as an additional insured thereunder.

8. Indemnity. Gables Station shall indemnify, defend and save harmless the County and the County's officials, employees and agents (the "Indemnified Parties") from and against any and all claims, actions, proceedings, damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and costs of suit incurred in connection with such claims), arising out of, or resulting from, the injury to or the death of any person, damage to the property of any person caused by the negligent or wrongful act or omission of Gables Station, its agents, contractors, employees and invitees occurring in or upon the Easement Area (the "Indemnified Matters"). In case any action or proceeding is brought against any of the Indemnified Parties by reason of any of the Indemnified Matters, Gables Station, upon sixty (60) days' written notice from the County, shall resist or defend the action or proceeding. The County shall also be entitled to appear, defend, or otherwise take part in such action or proceeding at its expense provided that: (i) any such action by the County shall not limit or render void any obligation of any insurer of Gables Station or the County with respect to the claim or matter in question; and (ii) the County shall not, without Gables Station's prior written consent, settle any such action or proceeding or interfere with Gables Station's defense or prosecution of such action or proceeding. The provisions of this Section shall survive the termination of this Easement.

9. Term. This Easement and the easement rights created herein, shall become effective immediately upon the execution and delivery hereof, and shall remain in full force and effect unless and until this Easement is terminated by a written instrument executed by the County and Gables Station or their respective heirs, successors or assigns. Notwithstanding any provisions to the contrary, this Easement shall be terminated upon the discontinuance and abandonment of the Project as evidenced by a written instrument signed by the parties and recorded within the Public Records of Miami-Dade County, Florida. Upon termination of this Easement, the easement and any and all rights and privileges derived from, and all duties and obligations created and imposed by the provisions of this Easement, shall terminate and have no further force or effect; provided, however, that the termination of this Easement shall not limit or affect any remedy at law or in equity that either party may have against any other parties with respect to any liability or obligation arising or to be performed under this Easement prior to the date of such termination.

10. Notices. All notices, requests, demands, and other communications which are required or may be given under this Easement shall be in writing and shall be deemed to have been duly given when received if personally delivered; if sent for next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express); three (3) days after being sent, if sent by certified or registered mail to each party indicated below and addressed as follows:

To County: Miami-Dade County
Miami-Dade Transit Department
701 NW 1st Court, 17th Floor
Miami, Florida 33136
Attn: The Director

with a copy to:

County Attorney's Office
Stephen P. Clark Center
111 NW First Street, Suite 2810
Miami, Florida 33128
Attn: The County Attorney

To Gables Station: Gables Station
Jeffrey Berkowitz
2665 South Bayshore Drive
Suite 1200
Miami, FL 33133

with a copy to:

Stephen J. Helfman, Esq.
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, Florida 33134

11. **Warranties and Representations.** The County does hereby covenant with Gables Station, its successors, heirs and assigns that the County (a) is lawfully seized and possessed of the Guideway Property; (b) it has good and lawful right to enter into this Easement and convey the easement in the Easement Area; and (c) all applicable governmental or other required authorizations, approvals or consents have been obtained and no other authorizations, approvals or consents are required to effectuate the County's execution and delivery of this Easement and the easement granted hereunder.

12. **Headings.** The captions and headings contained in this Easement are for convenience of reference only and shall not affect the construction or interpretation of this Easement.

13. **Amendment.** No amendment of any provision of this Easement shall in any event be effective unless it is in writing and signed by the party against whom enforcement is sought.

14. **Severability.** Any provision of this Easement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision beyond such extent. It is the intention of the parties to this Easement that if any provision of this Easement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, the provision shall have the meaning which renders it valid.

15. **Construction and Binding Effect.** Both parties substantially contributed to the preparation and negotiation of this Easement. Accordingly, this Easement shall not be construed against the party responsible for preparing it. This Easement shall be binding upon and inure and run to the benefit of the parties, their respective successors and/or assigns.

16. **Governing Law.** This Easement shall be governed by, and construed in accordance with, the laws of the State of Florida, without application of its conflict of law principles.

17. **Entire Easement.** This Easement embodies and constitutes the entire understanding between the County and Gables Station concerning the rights granted herein and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, with respect thereto are merged herein.

[signature page follows]

IN WITNESS WHEREOF, the County has executed this Easement as of the date set forth above.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida

Attest:
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

By: Bruce Libhaber
Name: Bruce Libhaber
Title: Assistant County Attorney

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by _____, as _____ of Miami-Dade County, Florida, a Political Subdivision of the State of Florida, on behalf of the County.

Personally Known _____ or
Produced Identification _____
Type of Identification _____
Produced _____

Signature: _____
Name: [Print or type] _____
Title: Notary Public
Serial No., if any: _____
My commission expires _____

IN WITNESS WHEREOF, Gables Station accepts and agrees to the terms and conditions of the foregoing Easement Agreement.

GABLES STATION, LLC, a Florida limited liability company

By: [Signature]
Jeffrey Berkowitz, Manager

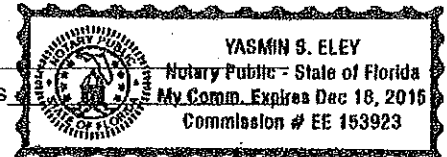
Date: JANUARY 20, 2012

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

The foregoing instrument was acknowledged before me this 20 day of JANUARY, 2012 by Jeffrey Berkowitz, as Manager of Gables Station, LLC.

Personally Known or
Produced Identification _____
Type of Identification _____
Produced _____

Signature: [Signature]
Name: [Print or type] _____
Title: Notary Public
Serial No., if any: _____
My commission expires _____



Tracts A and B of the REPLAT OF BLOCK 3 OF THE COMBINED AND SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT AND ST. ALBAN'S PARK, according to the Plat recorded in Plat Book 44, Page 22, of the Public Records of Miami-Dade County, Florida, less that portion dedicated for State Road No. 5 (U.S. No. 1).

AND

Beginning at a monument at the most westerly corner of Tract 1, as shown on REVISED PLAT OF PORTIONS OF COMBINED & SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT & ST. ALBAN'S PARK (P.B. 5-81) AND AMENDED PLAT OF COCONUT GROVE WAREHOUSE CENTER (P.B. 25-66), according to the Plat thereof, recorded in Plat Book 42, Page 44, of the Public Records of Miami-Dade County, Florida; thence Northeasterly along the Southeasterly right-of-way line of the Florida East Coast Railway, a distance of 158.95 feet to a pipe; thence deflecting to the right $87^{\circ} 20' 30''$ and in a Southeasterly direction, a distance of 200.12 feet to a pipe in the Northwesterly line of South Dixie Highway; thence deflecting to the right $92^{\circ} 39' 15''$ and in a Southwesterly direction along the Northwesterly line of the aforesaid South Dixie Highway, a distance of 168.28 feet to a pipe at the intersection of the Northwesterly line of South Dixie Highway and the Northeasterly line of Harding Crossing; thence deflecting to the right $90^{\circ} 1' 9''$ and in a Northwesterly direction along the Northeasterly line of Harding Crossing, a distance of 199.92 feet to Point of Beginning; less and excepting therefrom the Southeasterly 26 feet thereof, acquired for widening of State Road No. 5, according to Right-of-way map recorded in Plat Book 57, Page 65, of the Public Records of Miami-Dade County, Florida.

AND

That certain street designated as "Harding Crossing" described as that Street bounded on the Northwest by the Southeasterly Right-of-way of the former Florida East Coast Railway, on the Southwest by said Tract A, and on the Southeast by the Northwesterly Right-of-way line of State Road No. 5, and on the Northeast by said Tract 1.

AND

A portion of Tract 1 of REVISED PLAT OF PORTIONS OF COMBINED & SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT & ST. ALBAN'S PARK (P.B. 5-81) AND AMENDED PLAT OF COCONUT GROVE WAREHOUSE CENTER (P.B. 25-66), according to the Plat thereof, as recorded in Plat Book 42, at Page 44, of the Public Records of Miami-Dade County, Florida; together with a portion of that street Right-of-way lying Northeasterly of and adjacent to said Tract 1, being more particularly described as follows:

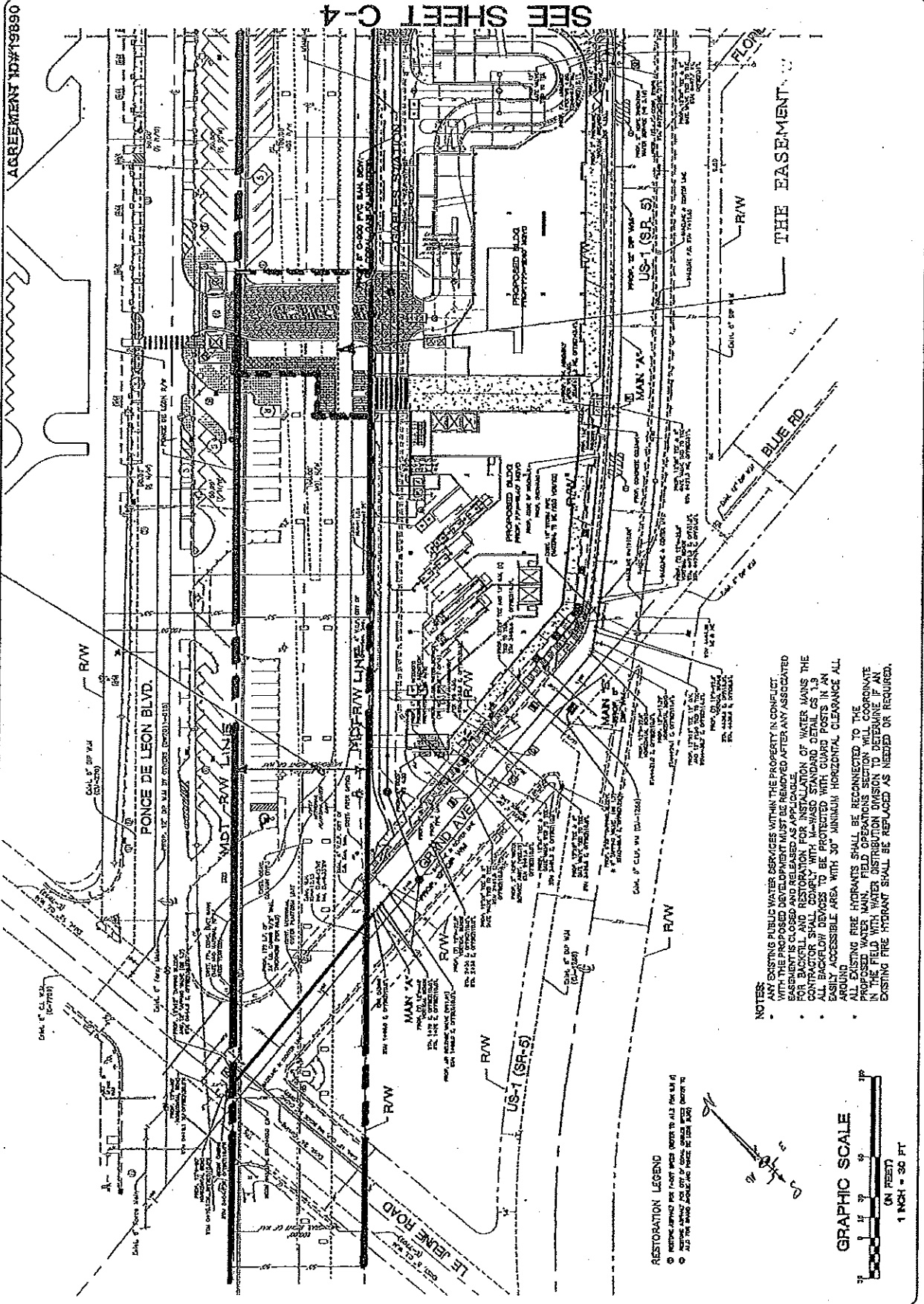
Commence at the Northwesterly line of said Tract 1 extended for a distance of 21.81 feet to the Point of Beginning of the tract of land hereinafter described, said point being situated on the arc of circular curve concave to the Northeast and having for its elements a radius of 350.00 feet and a central angle of $20^{\circ} 16' 01''$; thence run Southeasterly along the arc of said curve for a distance of 123.80 feet to a point of tangency on the Northeasterly line of said Tract 1; said point being 65.04 feet Northwest of (as measured along the Northeasterly line of said Tract 1) the most Easterly corner of said Tract 1; thence run South $50^{\circ} 47' 44''$ East along the Northeasterly line of said Tract 1 for a distance of 22.71 feet to a point of curvature of a circular curve to the West and having for its elements a radius of 25.00 feet and a central angle of $95^{\circ} 03' 47''$; thence run Southeasterly along the arc of said curve, for a distance of 41.48 feet to a point of compound curvature with another circular curve concave to the Northwest and having for its elements a radius of 1867.58 feet and a central angle of $1^{\circ} 31' 41''$; thence run Southwesterly along the arc of said curve for a distance of 49.81 feet to a point of tangency; thence run South $45^{\circ} 47' 44''$ West for a distance of 100.60 feet to a point; thence run North $46^{\circ} 50' 28''$ West for a distance of 174.18 feet to a point on the Northwesterly line of said Tract 1; thence run North $45^{\circ} 47' 44''$ East along the Northwesterly line of said Tract 1 for a distance of 187.58 feet to the Point of Beginning. Said tract of land lying and being situated in the City of Coral Gables, Miami-Dade County, Florida.

EXHIBIT "A"

Schwabke
Shelton &
 Associates, Inc.
 1400 SOUTHWEST
 14TH AVENUE
 MIAMI, FLORIDA 33135
 TEL: (305) 371-1111
 FAX: (305) 371-1111

CABLES STATION
 WATER MAIN FACILITIES PLAN
 CITY OF CORAL GABLES, FLORIDA, SEC. 20-54-11

DATE: 11/15/10
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO.: 10-10-10-001
 SHEET NO.: C-3
 OF 26



NOTES:
 ANY EXISTING PUBLIC WATER SERVICES WITHIN THE PROPERTY IN CONFLICT WITH THE PROPOSED DEVELOPMENT MUST BE REMOVED AFTER ANY ASSOCIATED EASEMENT IS CLOSED AND RELEASED AS APPLICABLE.
 ALL EXISTING FIRE HYDRANTS SHALL BE RECONNECTED TO THE PROPOSED WATER MAIN. FIELD OPERATIONS SECTION WILL COORDINATE IN THE FIELD WITH WATER DISTRIBUTION DIVISION TO DETERMINE IF AN EXISTING FIRE HYDRANT SHALL BE REPLACED AS NEEDED OR REQUIRED.

RESTORATION LEGEND
 (Symbol) RESTORE TO ORIGINAL CONDITION
 (Symbol) RESTORE TO ORIGINAL CONDITION AND REPLACE EXISTING CURB

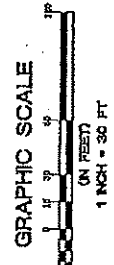
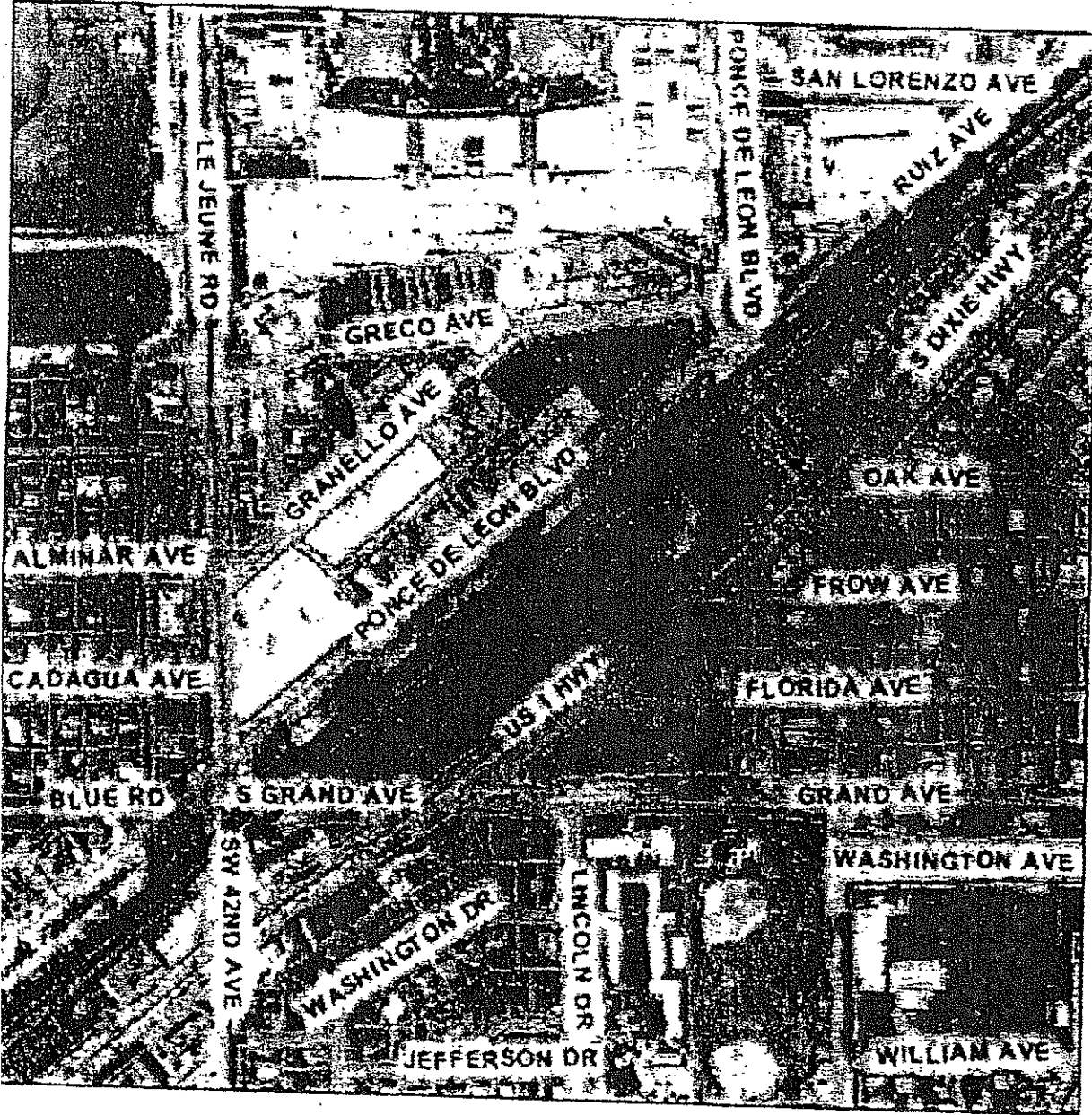


EXHIBIT "B"

EXHIBIT B (ALTERNATE VIEW)



0 ————— 234 ft

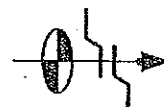
LEGAL DESCRIPTION TO ACCOMPANY SKETCH INGRESS AND EGRESS EASEMENT

A PORTION OF THE MIAMI-DADE COUNTY METRO RAIL RIGHT-OF-WAY LYING WITHIN SECTION 20, TOWNSHIP 54 SOUTH, RANGE 41 EAST, CITY OF CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

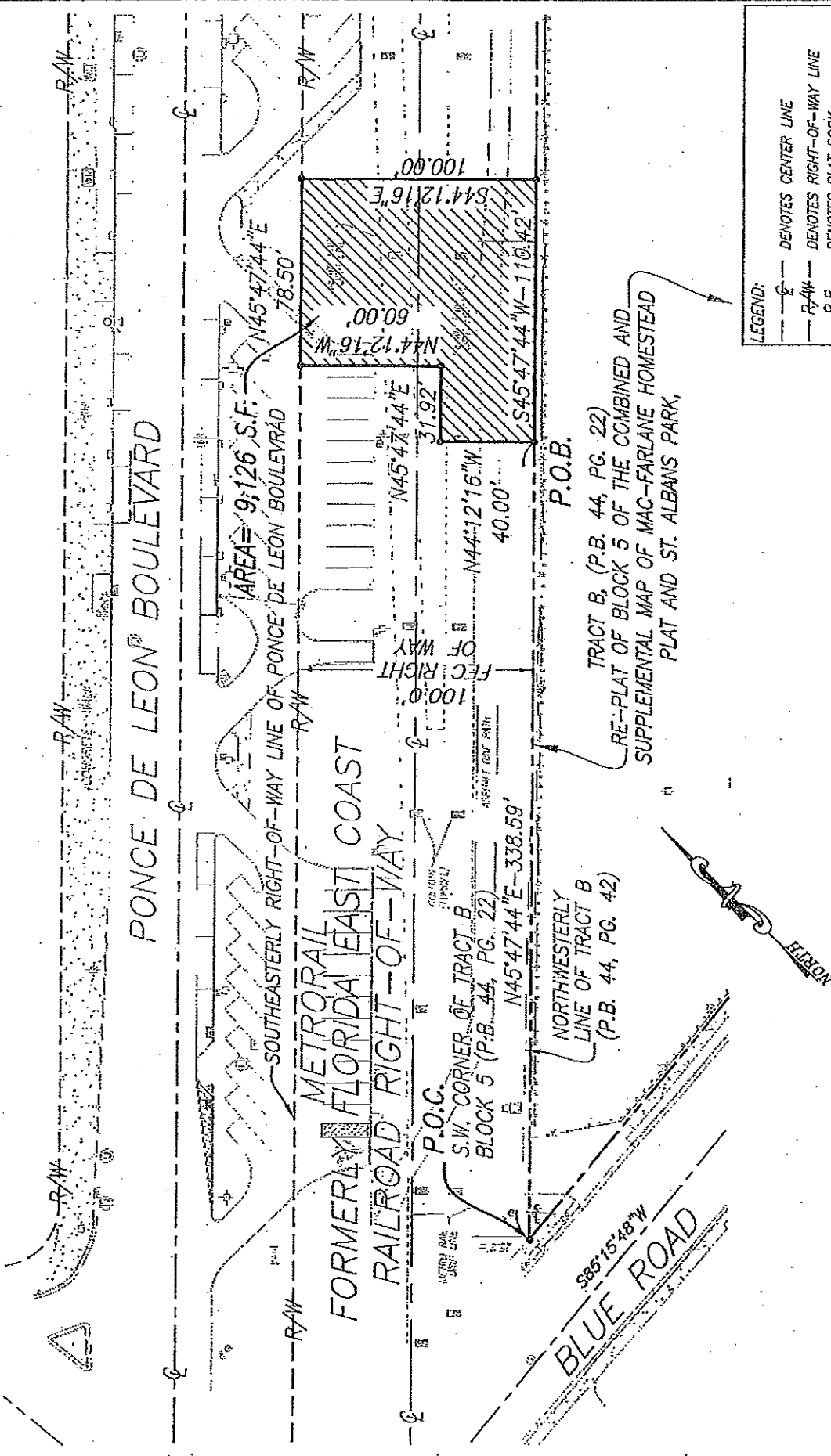
COMMENCE AT THE SOUTHWEST CORNER OF TRACT B, "RE-PLAT OF BLOCK 5 OF THE COMBINED AND SUPPLEMENTAL MAP OF MACFARLANE HOMESTEAD PLAT AND ST. ALBANS PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44 AT PAGE 22 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN NORTH 45 DEGREES 47 MINUTES 44 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT B, FOR 338.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 12 MINUTES 16 SECONDS WEST, AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSE, FOR 40.00 FEET; THENCE NORTH 45 DEGREES 47 MINUTES 44 SECONDS EAST FOR 31.92 FEET; THENCE NORTH 44 DEGREES 12 MINUTES 16 SECONDS WEST, AT RIGHT ANGLES TO THE LAST AND NEXT DESCRIBED COURSE, FOR 60.00 FEET; THENCE NORTH 45 DEGREES 47 MINUTES 44 SECONDS EAST, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PONCE DE LEON BOULEVARD, FOR 78.50 FEET; THENCE SOUTH 44 DEGREES 12 MINUTES 16 SECONDS EAST, AT RIGHT ANGLE TO THE LAST MENTIONED COURSE, FOR 100.00 FEET TO THE NORTHWESTERLY LINE OF SAID TRACT B; THENCE SOUTH 45 DEGREES 47 MINUTES 44 SECONDS WEST ALONG THE NORTHWESTERLY LINE OF SAID TRACT B, FOR 110.42 FEET TO THE POINT OF BEGINNING. SAID EASEMENT CONTAINING 9,126 SQUARE FEET MORE OR LESS.

NOTES:

- 1) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF NORTH 45 DEGREES 47 MINUTES 44 SECONDS EAST, ALONG THE NORTHWESTERLY LINE OF SAID TRACT B.
- 2) ORDERED BY: BERKOWITZ DEVELOPMENT GROUP
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.

	<p style="text-align: center;"><i>Schwabe-Shiskin & Associates, Inc.</i> LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)438-3288 ORDER NO. 199147 PREPARED UNDER MY SUPERVISION: DATE: AUGUST 19, 2011 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87</p>	REVISIONS PER SITE PLAN (10/05/11) GEN. REV. (12/19/11)
ALFONSO C. TELLO PRESIDENT, PLS. FLORIDA PROFESSIONAL LAND SURVEYOR No. 2978		

SKETCH TO ACCOMPANY LEGAL DESCRIPTION INGRESS AND EGRESS EASEMENT



LEGEND:

	DENOTES CENTER LINE
	DENOTES RIGHT-OF-WAY LINE
	DENOTES PLAT BOOK
	DENOTES PAGE
	DENOTES OFFICIAL RECORDS BOOK
	DENOTES POINT OF BEGINNING
	DENOTES POINT OF COMMENCEMENT

SCALE 1"=60'
SHEET 2 OF 2 SHEETS

REVISIONS
PER SITE PLAN (10/05/11)
GEN. REV. (12/19/11)

Schwabe-Shishin & Associates, Inc.
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
 PHONE No. (954)435-7010 FAX No. (954)438-3288
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ALFONSO C. TELLO PRESIDENT, P.L.S.
 FLORIDA PROFESSIONAL LAND SURVEYOR No. 2978

TRACT B, (P.B. 44, PG. 22)
 RE-PLAT OF BLOCK 5 OF THE COMBINED AND
 SUPPLEMENTAL MAP OF MAC-FARLANE HOMESTEAD
 PLAT AND ST. ALBANS PARK,
 P.O.B.

NORTHWESTERLY
 LINE OF TRACT B
 (P.B. 44, PG. 42)

S.W. CORNER OF TRACT B
 BLOCK 5 (P.B. 44, PG. 22)

AREA = 9,126 S.F.
 SOUTHEASTERLY RIGHT-OF-WAY LINE OF PONCE DE LEON BOULEVARD
 METRO RAIL FORMERLY FLORIDA EAST COAST
 RAILROAD RIGHT-OF-WAY

PONCE DE LEON BOULEVARD

BLUE ROAD

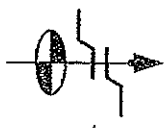
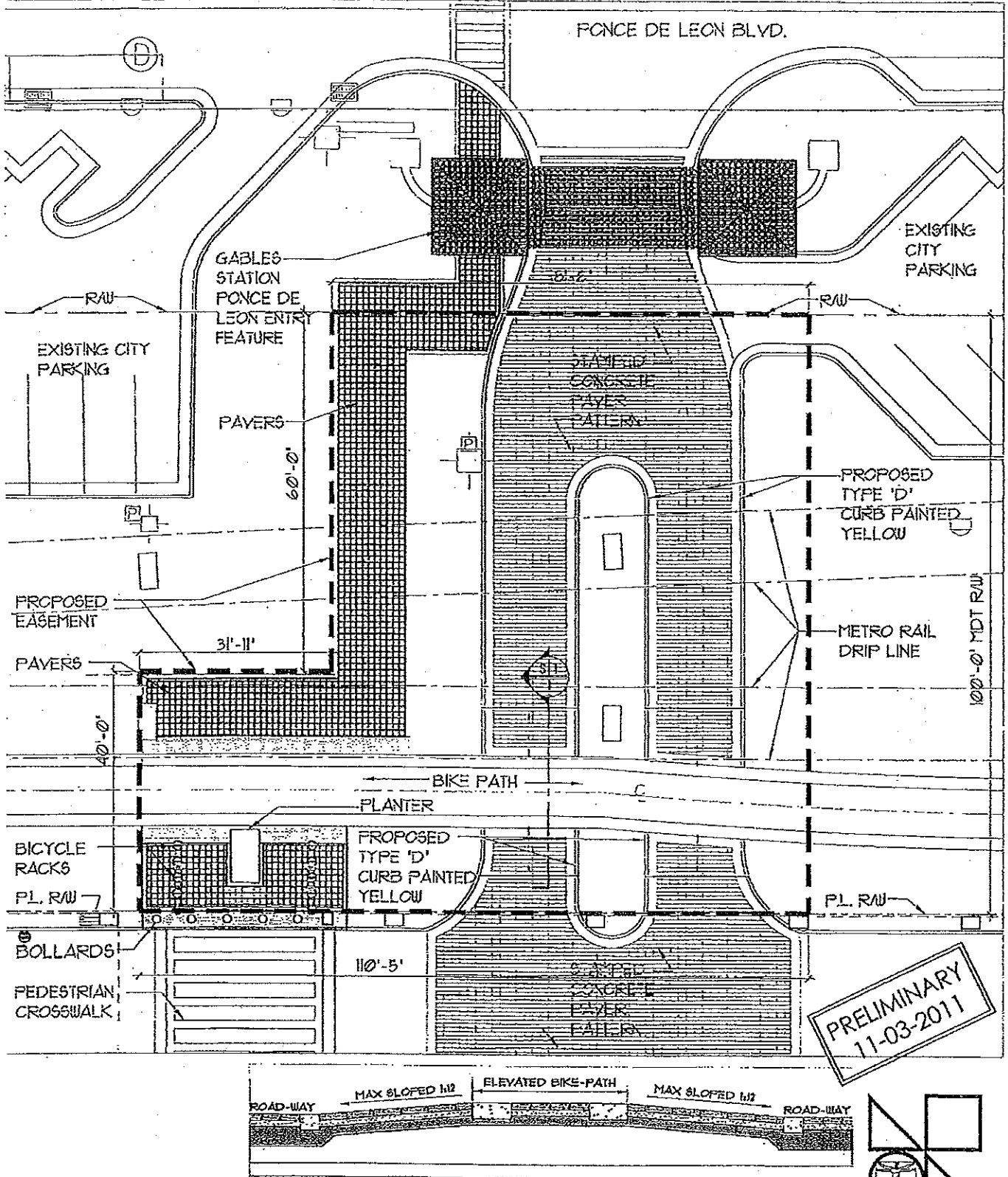
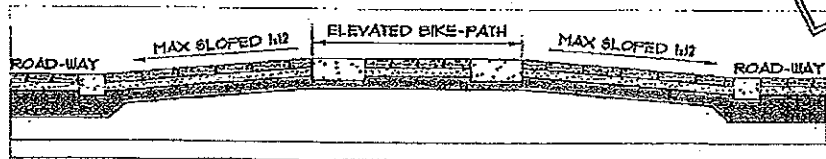


EXHIBIT SHEET 1 OF 3



PRELIMINARY
11-03-2011



GABLES STATION
PARTIAL SITE PLAN

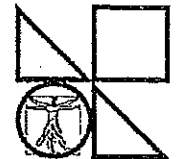
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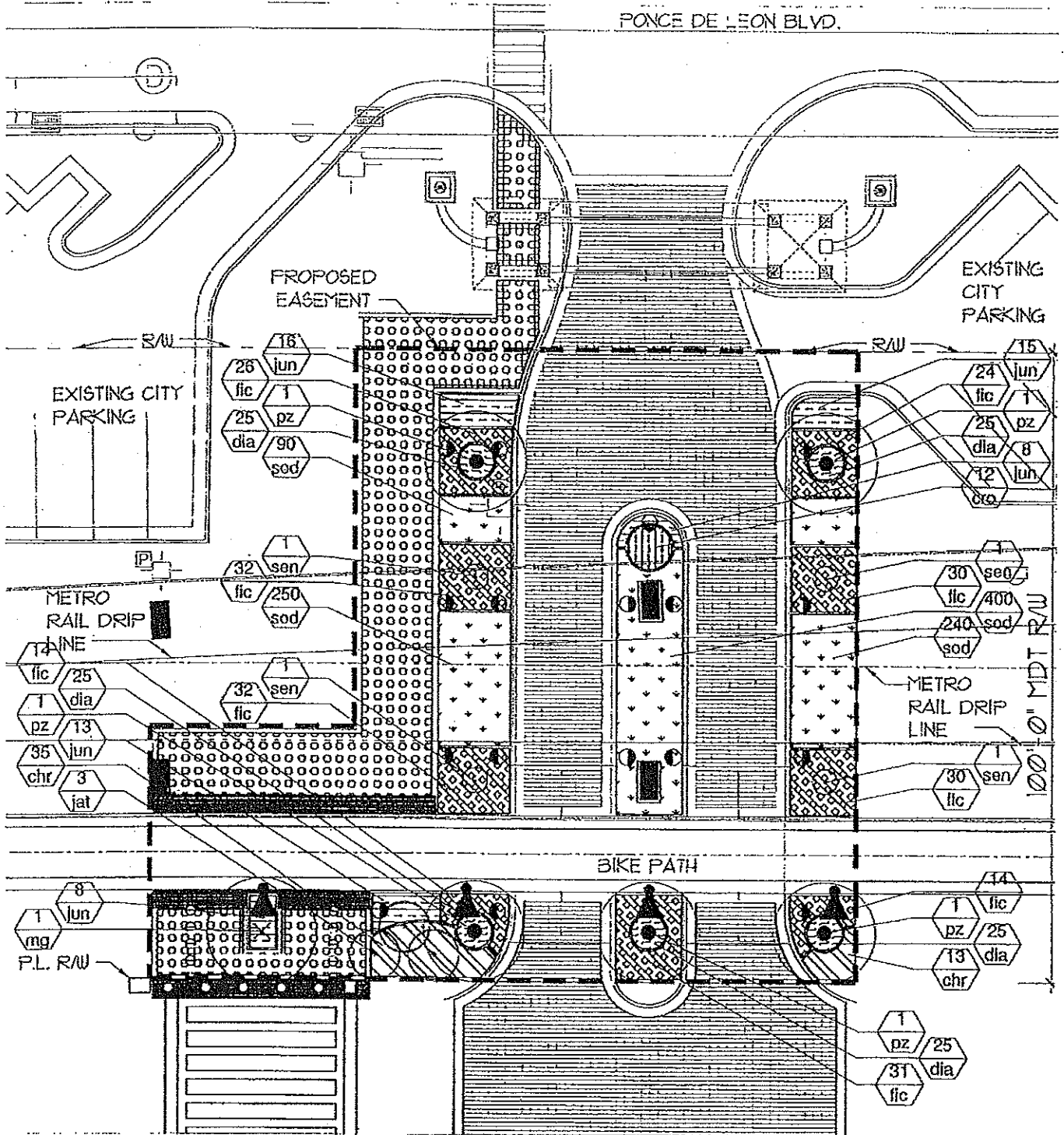
SECTION



robln bosco
architects &
planners, Inc.

EXHIBIT SHEET 2 OF 3

PONCE DE LEON BLVD.



planting and lighting

GABLES STATION
PARTIAL SITE PLAN

scale: NTS

11.02.2011



PRELIMINARY
11-03-2011



EXHIBIT SHEET 3 OF 3

PLANT LEGEND

<u>KEY</u>	<u>QTY.</u>	<u>PLANT NAME</u>	<u>SPECIFICATION</u>
<u>TREES</u>			
mg	1	Magnolia grandiflora 'Little Gem' (N) Little Gem Southern Magnolia	16' ht. x 8' spr. full head 6' c.t.
pz	4	Phoenix 'Zahedi' Zahedi Date Palm	14' c.t. to underside of nut matched
<u>SHRUBS & GROUNDCOVERS</u>			
chr	48	Chrysobalanus ic. 'Red Tip' (N) Red Tip Cocoplum	3 gal. 24" ht. x 14" spr. full to base 30" o.c.
cro	12	Codiaeum var. 'Mammey' Croton	3 gal. 24" ht. x 14" spr. full to base 24" o.c.
dia	100	Dianella tasmanica Blueberry Flax Lily	1 gal. 12-14" ht. full to base 12" o.c.
fic	202	Ficus 'Green Island' Same	3 gal. 14-16" ht. x 16-18" spr. full to base 24" o.c.
jal	3	Jatropha hastata Peregrina	5-6' ht. x spr. full head 4' c.t. matched
jun	60	Juniperus conferta Shore Juniper	3 gal. 12-14" ht. x 18-20" spr. full to base 24" o.c.
sen	4	Senna polyphylla Same	6-8' ht. x 5-6' spr. full head 4' c.t. matched
sod	980	St. Augustine 'Flor-tam' Same	solid sod

LIGHTING LEGEND

- Bollard - 36" high H.I.D.
- ☼ Spotlight
to be located on north side of tree shining south only
away from MDT track

PRELIMINARY
11-03-2011

GABLES STATION
PLANT & LIGHTING LEGENDS

scale: NTS

11.02.2011



robin basco
architects &
planners, inc.