MEMORANDUM Agenda Item No. 8(M)(4)

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

DATE: June 5, 2012

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

SUBJECT: Resolution authorizing the granting of a temporary construction easement and permanent aerial and underground easements for the amount of $1,458,000.00 along County right-of-way known as south Miami Avenue, bound on the south side by SW 8 Street and SE 8 Street (Tamiami Trail) and bound on the north side by SW 7 Street and SE 7 Street in connection with Brickell Citicentre Project

The accompanying resolution was prepared by the Public Works & Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: June 5, 2012

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

From: Carlos A. Gimenez
Mayor

Subject: Recommendation to Approve the Conveyance of a Temporary Construction Easement, a Permanent Aerial Easement, and a Permanent Underground and Maintenance Easement in Connection with the Brickell CitiCentre Project in accordance with Florida Statute Sections 125.35(2) and 125.045 for $1,458,000.00; authorizing waiver of Administrative Order 8-4 as it pertains to review by the Planning Advisory Board, and Authorizing Execution of Easements for such Purposes

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Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the conveyance of a Temporary Construction Easement, a Permanent Aerial Easement, and a Permanent Underground and Maintenance Easement for consideration in the amount of $1,458,000.00 along County Right-of-Way known as South Miami Avenue, bound on the south side by SW 8 Street and SE 8 Street and bound on the north side by SW 7 Street and SE 7 Street (Right-of-Way) to the adjoining landowners (Brickell Citicentre West, LLC, and Brickell Citicentre East, LLC, (collectively "Brickell Citicentre") in connection with the Brickell Citicentre Project. This resolution further authorizes the waiver of Administrative Order 8-4 as it pertains to review by the Planning Advisory Board, authorizes the County Mayor or County Mayor's designee to execute such documents, and authorizes the recordation thereof among the Public Records of Miami-Dade County, Florida.

Scope

The impact of this project is countywide; however, it is located within Commission District 5.

Fiscal Impact/Funding Source

There will be no County or other governmental funding required for this project, as it will be financed entirely by Brickell Citicentre and the developer, Swire Properties, Inc. As consideration for the granting of the Temporary Construction Easement, Permanent Aerial Easement, and Permanent Underground and Maintenance Easements, Brickell Citicentre shall pay to the County the sum of $1,458,000.00 for such easements. Additionally, Brickell Citicentre shall be responsible for maintenance of the Right-of-Way.

Track Record/Monitor

Public Works and Waste Management Department is the entity overseeing this project and the person responsible for monitoring is Leandro Ona, P.E., Chief, Highway Division, of PWWMD.

Background

The Brickell Citicentre Project is a 750 million dollar multi-use project, and is planned to be constructed over several years, encompassing nine acres and spanning almost four city blocks. In connection with this project, on April 3, 2012 the BCC approved Resolution R-306-12, which allowed for the development by Swire Properties, Inc. ("Swire"), the developer of the Brickell

Citicentre Project (Project), of certain County-owned properties adjacent to and under the Metromover system between SE 6 Street and SE 8 Street. As an additional component of the Project, Swire intends to construct, own, develop, and operate a commercially activated aerial overpass/bridge with a climate ribbon above South Miami Avenue, and an underground transportation and parking corridor below South Miami Avenue. The temporary construction easement will become effective upon approval and execution, and will allow for the construction of the facilities through December 2015. The underground and aerial transportation easements will commence upon the expiration of the temporary construction easement. The aerial and underground corridors will provide pedestrian and vehicular connectivity between separate Project elements to be developed on the properties bordering the east and west side of South Miami Avenue, which are already owned by Brickell Citicentre. The aerial corridor will facilitate pedestrian movement through the Project, and may include attendant commercial elements, while maintaining connectivity. The "Climate Ribbon" is a canopy providing shade and water collection for landscaping and water features, and may include the use of solar panels to supply energy. The underground transportation corridor will include the Project's parking structure beneath the Right-of-Way, as well as walkways, parking spaces, ramps, and related infrastructure, connecting the east and west Brickell CitiCentre properties. Such corridors will serve the additional transportation purpose of removing pedestrian and vehicular traffic from ground level, thereby relieving congestion and providing safe and reasonable access between the different project elements. Brickell CitiCentre may also construct additional landscaping, lighting and enhanced roadway features on the ground level of the Right-of-Way, all subject to approval by the County. No other use will be permitted without the express written consent of the County. The anticipated completion date for the construction of the transportation corridors is December, 2015.

Brickell CitiCentre shall be responsible to pay for any repairs or damage to the Right-of-Way resulting from the construction of the Project. The County shall not be responsible for any cost, claim, or lien resulting from construction of the Project. Brickell CitiCentre shall bear the cost of all temporary and permanent changes made necessary to any of the utilities located with the easement area and right-of-way occasioned by the construction of the Project. As a condition of the construction, the County maintains the right to approve the construction plans, as well as the maintenance of traffic plans. After completion of the construction, the customary and normal use of the Right-of-Way shall not be impaired, and the free flow of traffic on the Right-of-Way shall be maintained. Additionally, Brickell CitiCentre shall be responsible for maintenance of the Right-of-Way, as well as any improvements built aerially or underground.

The granting of these easements is contingent on the BCC's approval of two companion items including 1) a resolution accepting the conveyance of a five foot strip of property along the easternmost portion of South Miami Avenue from the Florida Department of Transportation which is included in the Easement Area, and 2) a resolution accepting the dedication of a separate five foot strip of property along the westernmost portion of South Miami Avenue from Brickell CitiCentre which is also within the Easement Area. Said resolutions, being presented concurrently for BCC consideration, would accept the right-of-way conveyances along South Miami Avenue at no cost to the County. As a condition precedent to the recordation and conveyance of the subject easements, the conveyances of the properties set forth in such companion items must first be approved by the BCC and recorded.

Both the County and the owner obtained appraisals of the easement areas, which include the five foot strip of property owned by Brickell CitiCentre, to be dedicated in a companion item and

recorded prior to the easement conveyance. The square footage for that portion of the easement was deducted from the appraised values.

The owner's appraisal of the subterranean easement was prepared by Tom Blazejack, MAI, in the amount of $400,000. This represents a difference of $505,231 from the County's appraisal of $905,321, which was performed by Andrew Maggenheimer, MAI. Following negotiations, the parties agreed to the sum of $802,362.00 as consideration for the conveyance of the subterranean easement, subject to BCC approval. This recommended settlement amount is within the range of values of the respective appraisers, and is within 11 percent of the County's appraisal. The payments for the respective easements would therefore be as follows:

Permanent Subterranean Easement	$802,362.00 (recommended settlement)
Permanent Aerial Easement	$258,638.00 (County appraised value)
Temporary Construction Easement	$397,000.00 (County appraised value)
Total	**$1,458,000.00**

The payment for the respective easements shall be made prior to the commencement date of each easement.

Florida Statute Section 125.35(2) provides that if a property is of insufficient size and shape to be issued a building permit for development to be constructed on a property, and if, when due to the size, shape, location and value, it is determined by the BCC that the parcel is of use only to one or more adjacent property owners, the BCC may effect a private sale of the property. The property at issue, including the aerial and underground rights between two adjacent properties, could not be developed as stand alone properties without the adjacent properties, and therefore, is of use only to the adjacent property owners, Brickell CitiCentre.

Florida Statute Section 125.045 authorizes the County to convey real property to private enterprises for the expansion of businesses existing in the community and the attraction of new businesses to the community to facilitate the growth and creation of business enterprises.

The Project is anticipated to create a very significant, positive economic impact to the County, and is estimated to generate, on an annual basis, the following revenue:

- $3.8 million in County ad valorem taxes
- $5.2 million in Miami-Dade County School taxes
- $5.4 million in City of Miami ad valorem taxes
- $1.0 million in tourist taxes
- $4.8 million in local option sales taxes

Furthermore, the Project is projected to create 1,700 jobs during construction, employ 3,700 persons once complete, and support the creation of an additional 2,500 indirect jobs, including a mix of residential towers, hotel, office, and an open air shopping center. As such, it is in the County's best interest to approve the conveyance of these easements which will facilitate the Project's construction.

Alina T. Hudak
County Manager/Deputy Mayor

MEMORANDUM

(Revised)

TO:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners	**DATE:**	June 5, 2012
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Agenda Item No. 8(M)(4)

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(M)(4)
6-5-12

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE GRANTING OF A TEMPORARY CONSTRUCTION EASEMENT AND PERMANENT AERIAL AND UNDERGROUND EASEMENTS FOR THE AMOUNT OF $1,458,000.00 ALONG COUNTY RIGHT-OF-WAY KNOWN AS SOUTH MIAMI AVENUE, BOUND ON THE SOUTH SIDE BY SW 8 STREET AND SE 8 STREET (TAMIAMI TRAIL) AND BOUND ON THE NORTH SIDE BY SW 7 STREET AND SE 7 STREET IN CONNECTION WITH BRICKELL CITICENTRE PROJECT AND IN ACCORDANCE WITH FLORIDA STATUTE SECTIONS 125.35(2) AND 125.045; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH THE GRANTING OF SAID EASEMENT

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

WHEREAS, Brickell Citicentre East and Brickell CitiCentre West ("Brickell CitiCentre) are the owners of the properties adjacent to South Miami Avenue bound on the South side by SW 8 Street and SE 8 Street and bound on the North side by SW 7 Street and SE 7 Street; and

WHEREAS, Brickell CitiCentre intends to construct a 750 million dollar project including commercial, retail, and residential use, which shall include its properties bordering South Miami Avenue (the "Project"); and

WHEREAS, Brickell CitiCentre has requested the conveyance of easements in connection with the Project, connecting the Project components on its east and west properties with 1) an aerial commercially activated transportation corridor above South Miami Avenue, and 2) an underground transportation corridor including parking facilities, as more particularly

described in the Temporary Construction Easement, Permanent Aerial Easement, and Permanent Underground and Maintenance Easement attached hereto as Exhibit A; and

WHEREAS, the Board finds that the easement areas are of no use to anyone but the adjacent property owners, due to the fact that such aerial and underground areas must connect to an adjoining property for development; and

WHEREAS, it is in the best interests of the County and serves a public purpose to convey the easements to the adjoining property owners in order to expand and promote businesses and job creation in the community, as well as serving the transportation purpose of providing a connecting pedestrian and vehicular corridor,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board adopts the foregoing recitals as if incorporated fully herein.

Section 2. This Board approves the granting of a Temporary Construction Easement, Aerial Easement, and Underground and Maintenance Easement to Brickell CitiCentre, in substantially the form attached hereto and made a part hereof as Exhibit "A," for the amount of $1,458,000.00.

Section 3. This Board waives review under Administrative Order 8-4 by the Planning Advisory Board, and authorizes the County Mayor or the Mayor's designee to take all actions necessary to accomplish the conveyance of said easements, including execution of such documents, and exercising all provisions and rights contained therein.

Section 4. This Board directs the County Mayor or County Mayor's designee to record the instruments of conveyance granted herein in the Public Records of Miami-Dade County, subject however to the conditions precedent set forth in the accompanying manager's memorandum, and

to provide a recorded copy of said instruments to the Clerk of the Board within thirty (30) days of execution of said instruments; and directs the Clerk of the Board to attach and permanently store a recorded copy of said instruments together with this resolution.

The foregoing 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 Chairman thereupon declared the resolution duly passed and adopted this 5th day of June, 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.

Debra Herman

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Akerman Senterfitt
One SE Third Avenue, 25th Floor
Miami, Florida 33131
Attn: T. Spencer Crowley

----------[SPACE ABOVE THIS LINE FOR RECORDING DATA]----------

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("Temporary Construction Easement") is made and entered as of ___, 2012 ("Effective Date"), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose address is 111 NW 1 Street, Miami, Florida 33128, as grantor, "Grantor"), and **BRICKELL CITICENTRE WEST, LLC.**, a Florida limited liability company, and **BRICKELL CITICENTRE EAST, LLC.**, a Florida limited liability company, both of whose address is 501 Brickell Key, Suite 600, Miami, Florida 33131, as grantees, ("Grantee").

RECITALS:

WHEREAS, the Grantor has certain legal rights, title and interest in the County right-of-way known as South Miami Avenue, bound on the southern side by SW 8 Street and SE 8 Street (Tamiami Trail) and bound on the northern side by SW 7 Street and SE 7 Street (the "Right-of-Way") which includes the property legally described in **Exhibit "A-1"** and as depicted in the sketch on **Exhibit "A-2"** each attached hereto and by this reference incorporated herein (the "Burdened Property"); and

WHEREAS, Grantee is the owner of fee simple title to that certain real property in Miami-Dade County, Florida, as legally described in **Exhibit "B-1"** and as depicted in the sketch on **Exhibit "B-2"** each attached hereto and by this reference incorporated herein (the "Benefited Property") to which this Easement shall be appurtenant; and

WHEREAS, the portion of the Benefited Property lying east of the Right-of-Way is hereinafter referred to as the "East Parcel" and the portion of the Benefited Property lying west of the Right-of-Way is hereinafter referred to as the West Parcel; as depicted on Exhibit "B-2,"

WHEREAS, Grantee intends to build a commercial/retail development on the Benefited Property (the "Project") generally contemplated by that certain "Special Area Plan" for Brickell CitiCentre approved on July 29, 2011 by the City of Miami; and

WHEREAS, the Grantor desires to grant to Grantee a temporary construction easement described herein for the purpose of constructing a commercially activated above ground transportation corridor, and a below ground transportation corridor with parking in connection

with the construction of the Project and non-standard improvements (including street lighting, landscaping, pavers, etc.), in order to ultimately provide, among other things, safe and reasonable access between the East Parcel and the West Parcel, and accommodating the public and users of the Project.

NOW, THEREFORE, in consideration of the sum of One Dollar, and other valuable consideration paid and received, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee (i) a temporary construction easement on, in, under, over, across and through the property legally described on Exhibit "A-1" hereto (the "Easement Area") for purposes of constructing, reconstructing, excavating, grading, sloping, installing, laying, inspecting, erecting, improving, removing, replacing and restoring the Improvements; (ii) the non-exclusive right to store materials and equipment on and in the Easement Area, and (iii) a temporary access easement for ingress, egress and access in connection with the foregoing (collectively, the "Temporary Construction Easement").

Section 1. Recitals. The above recitals are true and correct, and are incorporated herein by reference.

Section 2. Term. The Temporary Construction Easement shall expire upon the completion of the construction of the Project, as evidenced by a final certificate of occupancy for the last phase or improvement of the Project (the "Completion Date"), and no later than December 31, 2015, whichever is earlier. Notice of the expiration of the Temporary Construction Easement shall be filed in the public records by Grantee, with a copy to the Grantor, within five days of Grantee obtaining the final certificate of occupancy or on December 31, 2015, whichever date is earlier.

Section 3. Automatic Termination. Should a) the use, need, or transportation purpose for the Temporary Construction Easement be abandoned or cease prior to completion of construction, including but not limited to the elimination of transportation connectivity between the East Parcel and the West Parcel, or b) should the Temporary Construction Easement be permanently or legally separated in any manner from the Benefited Property to which the Easement appertains, or c) if Grantee fails to pay the compensation required in Section 12 herein, or d) if Grantee fails to correct any other violation of the terms of this Temporary Construction Easement within a reasonable time after written notice of noncompliance has been provided; then upon written notice of termination by the Grantor all rights hereby granted to Grantee shall terminate and Grantee shall forthwith, at its own cost and expense and in a manner reasonably satisfactory to the Grantor, remove all Improvements and restore the Easement Area to the condition previously found prior to the Temporary Construction Easement. In the event that Grantee fails or refuses to do so, after such written notice, then the Grantor may, at its option, remove or cause to be removed such Improvements on the Easement Area and restore same to the condition previously found prior to the Temporary Construction Easement, and Grantee will, in such event, upon bill rendered, pay to the Grantor all costs incurred by it in such removal and restoration. Any rights of Grantor set forth in this Section are in addition to, and exclusive of, any other rights set forth herein or under the law, including the Grantor's rights under the performance bond set forth in Section 8 herein, and shall survive the termination of this Temporary Construction Easement.

Section 4. Access Easements; Interference. Nothing herein shall prohibit the Grantor from entering upon the Right-of-Way or Easement Area, for any use which is not inconsistent with the rights conveyed herein. Notwithstanding the foregoing, the Grantor retains, and may exercise any right for traffic regulation, and in the event of an emergency, even if such rights interfere with the Temporary Construction Easement conveyed herein.

Section 5. Improvements. Grantee intends to construct, as part of the Project, those improvements as generally depicted in the Special Area Plan, including, without limitation, a (i) commercially active overpass/bridge over and above the Right-of-Way connecting the East Parcel and West Parcel; (ii) portion of a framed structure, fixed and self-supporting to be constructed over and above the Right-of-Way (the "Climate Ribbon" and together with the Bridge, the "Aboveground Improvements"), connecting the various parcels of Brickell CitiCentre and providing protection from the elements to pedestrians; and (iii) underground parking structure, walk-ways, parking spaces, ramps and related infrastructure, under the Right-of-Way connecting the East Parcel and the West Parcel underground (the "Underground Improvements"). No other use will be permitted without the express written consent of Grantor. The term, "Improvements" shall mean the Aboveground Improvements and the Underground Improvements and the non-standard improvements (including street lighting, landscaping, pavers etc.). Grantee shall be responsible to pay for any and all repairs or damage to the Right-of-Way resulting from the construction of the Project. Grantor shall be responsible for no cost, claim, or lien resulting from construction of the Project, or the rights conveyed herein, which shall be the sole responsibility of Grantee.

Section 6. Utilities/Security. Grantee shall be responsible for relocating, removing, and repairing all utility facilities in the Easement Area as necessary for construction and maintenance of the Project, and Grantor shall have no responsibility therefor. Nothing herein shall be deemed to warrant or guarantee Grantee's ability to relocate or remove such utilities, and all such changes, if any, will be made by separate agreement between the Grantee and the respective utility. Grantee shall bear the cost and expense of all temporary and permanent changes made necessary to any of the utilities located within the Easement Area and Right-of-Way occasioned by the construction of the Project or the use of the Easement Area of Right-of-Way. Grantee is solely responsible for the personal safety of its employees, invitees, or any other person entering the Easement Area, as well as any equipment or personalty installed or brought into the Easement Area. The Grantor assumes no responsibility for the safety of such persons, equipment or personalty. This section survives the termination of this Temporary Construction Easement.

Section 7. Commencement of Construction. Prior to any construction in the Easement Area, Grantee shall submit to Grantor for review and approval complete construction plans for any construction, alterations, modifications or improvements to be made in the Easement Area. These plans shall meet the requirements of the City of Miami, County, State of Florida Department of Transportation, and other applicable laws and regulations, including but not limited to the Florida Building Code and the Florida Fire Prevention Code. Grantee specifically agrees that no cost, claim, lien, or other expense shall be incurred by Grantor due to such design, construction, safety procedure, work or operation in the Easement Area. Prior to any construction in the Easement Area, Grantee shall also submit a detailed maintenance of traffic plan to the Grantor, including but not limited to a notation of all proposed barricades,

signage, re-routing, and temporary roads. No construction shall commence in the Easement Area without the prior written consent of Grantor with respect to the construction plans and the maintenance of traffic plan. Grantor's approval of any of the construction plans shall not relieve Grantee of any obligation to file and procure approval of such plans with any department of the City of Miami, the Grantor, or any other governmental authority having jurisdiction over the issuance of building or other permits. Grantee acknowledges that any approval given by Grantor shall not constitute an opinion that the plans are adequate or in compliance with any law, ordinance, or code or other applicable regulations. Grantee shall not rely upon Grantor approval for any such purpose, and Grantor approval shall impose no liability upon Grantor. By its review the Grantor only signifies that the plans satisfy the Grantor's requirements, and the Grantor expressly disclaims all other representations and warranties in connection with the plans, including but not limited to the integrity, suitability or fitness for the intended purpose or whether the improvements are constructed in accordance with the plans. For purposes of this Temporary Construction Easement, "Commencement of Construction" when used in connection with construction of the Improvements shall mean the earlier of the filing of the notice of commencement under Florida Statutes Section 713.13 or the visible start of work on the Improvements, including but not limited to on-site utility, excavation or soil stabilization work. In order to meet the definition of "Commencement of Construction" herein, such filing of notice or visible start of work must occur after Grantee has received a building permit for the particular Improvements or portion thereof on which construction is proposed to commence. Construction Plans shall consist of final plans, drawings, and specifications in the form and with sufficient detail as required to obtain a building permit for such Improvements. In the event of disapproval, Owner shall make the changes to the Construction Plans necessary to meet Grantor's stated grounds for disapproval, and shall resubmit such revised plans to the Grantor. Such resubmission shall be subject to review and approval, until final approval is received by Grantor.

Section 8. Performance Bond. Prior to the Commencement of Construction of the Improvements, Grantee shall deliver to the Grantor executed performance bonds as contemplated under Section 255.05, Florida Statutes (2011), or their equivalent (including without limitation, the right to deliver alternative security pursuant to Section 713.23, Florida Statutes (2011)), to guarantee the construction of the portion of the Improvements then being constructed by such contractor on the Easement Areas. The amount of such bond shall be equal to the proportionate share of the applicable hard costs of construction of the Improvements then being constructed on the Easement Areas by such contractor. Each bond shall name the Grantor as beneficiary thereof and shall be issued by a surety reasonably acceptable to Grantor. Grantee shall have the right from time to time to substitute or replace, or cause its contractors to substitute or replace, such bonds as deemed necessary by the Grantee for any portion of the Improvements on the Easement Areas then being done. Any such performance bonds, or the equivalent, and Grantee's obligations thereunder, shall terminate upon payment of such work as required under the Grantee's construction contract. Notwithstanding anything in the foregoing, the Grantor acknowledges that all of the Improvements are not being constructed on the Easement Area, and that the Project includes the Benefited Property, and therefore, the performance bond shall not be based on the amount of hard construction costs of the entire Improvements or Project or any portion of the Improvements that are not located on the Easement Area.

Section 9. Hazardous Materials. Grantee is responsible for any hazardous materials found in the Easement Area after commencement of this Temporary Construction Easement, except to the extent caused by Grantor. In the event that such hazardous materials are found, the burden of proving that such hazardous materials were caused by the Grantor shall be upon the Grantee. Grantor reserves the right to test the Easement at its own expense for hazardous materials at any time during the term of this Temporary Construction Easement. The term "hazardous materials" shall mean any and all hazardous or toxic substances, material, waste, solid waste, or debris of any kind as defined by the Environmental Protection Agency and any federal, state, or local laws. Grantee shall, at Grantee's sole cost and expense, promptly and diligently complete any and all audits, assessments, clean-ups, and monitoring of the Easement Areas required by provisions of this section. Grantee shall not permit any vehicle to carry flammable, explosive, or combustible liquids into or onto the Easement Areas. This section survives the termination of this Temporary Construction Easement.

Section 10. Maintenance of Improvements; Easements. Except as specifically set forth otherwise in this Temporary Construction Easement, Grantee shall be responsible to maintain and keep the Easement Area in safe condition. Grantee shall have the right to clear and keep the Easement Areas clear of obstruction which might interfere with the purposes for which this Temporary Construction Easement is granted (including, without limitation, all lines, pipes or systems). Neither Grantee nor its contractors, agents or any person acting on its behalf, shall be deemed an agent of the Grantor. Additionally, Grantee shall be responsible to maintain, repair and replace the Right-of-Way in accordance with Grantor specifications.

Section 11. Operations. Grantee's development and construction of the Project and its use and operation of the Easement Areas shall not interfere with the Grantor's customary and reasonable operation of the Right-of-Way, unless prior arrangements have been made in writing between the Parties.

Section 12. Consideration. As consideration for the granting of the Temporary Construction Easement, Grantee shall pay to the Grantor the sum of $397,000.00 due upon execution of this Temporary Construction Easement by both parties.

Section 13. Indemnification.

Grantee shall indemnify and hold harmless the Grantor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Temporary Construction Easement by the Grantee or its employees, agents, servants, partners principals or subcontractors or from the use of the Temporary Construction Easement. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantor, where applicable, including appellate proceedings, and shall pay all reasonable costs, judgments, and attorney's fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Temporary Construction Easement or otherwise provided by Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the

Grantor or its officers, employees, agents and instrumentalities as herein provided. It is understood that Grantor assumes no responsibility for the personal safety of any persons, equipment, or personal property brought into or installed upon the Easement Area, including any loss, theft, damage, or injury. Grantee shall promptly notify the Grantor of any loss, damage, injury or death arising out of or in connection with the Temporary Construction Easement or occurring on the Easement Area. This obligation survives the termination of this Easement.

Section 14. Insurance. Grantee shall, at its expense, maintain at all times during the terms of this Temporary Construction Easement and furnish to the Grantor Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

a. Worker's Compensation Insurance for all employees of the Grantee as required by Chapter 440, *Florida Statutes*.

b. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than $50,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this Easement in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

{24124641;9}10}

Compliance with the foregoing requirements shall not relieve the Grantee of liability and obligation under this Section or under any other Section of this Temporary Construction Easement.

Section 15. Grantee's Right to Transfer. The Easement granted herein may only be conveyed as an easement appurtenant to the Benefited Property and shall not be subdivided or sold separately from the Benefited Property without the prior consent of the Grantor. Grantee Any sale, assignment or transfer of Grantee's interest in this Easement shall be made expressly subject to the terms, covenants and conditions of this Easement, and such transferee shall expressly assume all of the obligations of Grantee under this Easement, and agree to be subject to all conditions and restrictions to which Grantee is subject. In the event of a transfer of Grantee's interests in this Easement, or any part thereof, Grantee shall deliver written notice to Grantor of such transfer, together with a copy of the transfer agreement (if applicable). Grantee, its successors, assigns, or transferees, shall be prohibited from transferring this Easement, or any right or obligation thereunder, to a party that is on the Miami-Dade County Delinquent Vendor List or Disbarment List, or its then equivalent, without the prior written consent of Grantor. Upon the transfer by Grantee, Grantee shall be released from future obligations which may occur during the unexpired term of this Easement. However, nothing in this Easement shall abrogate Grantee's obligation to pay any sums due to the Grantor which accrued prior to the effective date of such transfer, or obligations or liabilities occurring prior to the date of transfer, and the Grantor shall always have the right to enforce collection of such sums due and to enforce obligations from Grantee which accrued prior to the transfer and in accordance with the terms of this Easement unless written consent is obtained from the Grantor.

Section 16. Representations and Warranties. Grantee hereby represents and warrants to the Grantor that it has full power and authority to enter into this Temporary Construction Easement and perform in accordance with its terms and provisions and that the parties signing this Temporary Construction Easement on behalf of Grantee have the authority to bind Grantee and to enter into this transaction and Grantee has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Temporary Construction Easement. Grantor neither warrants title to the property conveyed herein nor guarantees the suitability of any of the lands for a particular use.

Section 17. Binding Effect. All terms and provisions of this Temporary Construction Easement are binding upon the parties hereto and their respective successors and assigns. Further, all terms and provisions of this Temporary Construction Easement and all rights, privileges, benefits and burdens created hereunder are covenants running with the lands described herein, binding upon and inuring to the benefit of the parties hereto, their respective heirs, successors, successors-in-title, legal representatives and assigns.

Section 18. Construction. Each party hereto hereby acknowledges that all Parties hereto participated equally in the drafting of this Temporary Construction Easement and that, accordingly, no court construing this Temporary Construction Easement shall construe it more stringently against one party than the other.

Section 19. Governing Law/Venue. This Temporary Construction Easement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Temporary Construction Easement shall be Miami-Dade County, Florida.

Section 20. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are received at the addressee's address set forth below, whether same are personally delivered, mailed by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, delivered by Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Grantor:	Miami-Dade County, a political subdivision of the State of Florida Public Works and Waste Management Division 111 N.W. 1st Street, 16th Floor Miami, Florida 33128-1993 Fax: (305) 375-3070 Attn: Director, Public Works and Waste Management
To Grantee:	Swire Properties 501 Brickell Key, Suite 600 Miami, Florida 33131 Attention Christopher Gandolfo
With a copy to:	Akerman Senterfitt One SE Third Avenue, 25th Floor Miami, Florida 33131 Attention: Neisen Kasdin, Esq. and T. Spencer Crowley, Esq.

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

Section 21. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Temporary Construction Easement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Temporary Construction Easement.

Section 22. Successors and Assigns. This Temporary Construction Easement runs with the land and shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

Section 23. Recording. This Temporary Construction Easement shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of Grantee.

Section 24. Consents. Whenever in this Temporary Construction Easement the consent or approval of the Grantor is required, such consent or approval, with respect to the Grantor as the Grantor shall be made (so long as the Grantor is Miami-Dade County) by the County Mayor or its designee on behalf of the Grantor and: (a) shall not be effective unless it is

in writing; and (b) shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Grantee of the obligation of obtaining the Grantor's prior written consent or approval to any future similar act or transaction.

Section 25. Grantor's Rights as Sovereign. It is expressly understood that, notwithstanding any provision of this Temporary Construction Easement and Grantor's sovereign status hereunder (if applicable): (a) the Grantor retains all of its sovereign prerogatives and rights as a county under Florida laws and shall not be estopped from withholding or refusing to issue any approvals of and applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for herein, and (b) the Grantor is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for herein.

Section 26. Severability. If any provision of this Easement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Easement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Grantor has caused this Temporary Construction Easement to be executed in its name by the County Mayor; as authorized by the Board of County Commissioners, and the Grantee has caused this Temporary Construction Easement to be executed by its duly authorized representative all as of the Effective Date.

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

GRANTOR

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY

By:_____
Name:
Title:

By:_____
Name:
Title:

_____
Approved as to form and legal sufficiency

Print Name:_____

The foregoing was accepted and approved on the ____ day of _____, 2012, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, a political subdivision of the State of Florida.

ATTEST: HARVEY RUVIN,
Clerk of said Board

By:_____
Deputy Clerk

{24124641;9}10}

GRANTEE

WITNESSETH:

BRICKELL CITICENTRE WEST, LLC. A FLORIDA LIMITED LIABILITY COMPANY

signature

By:

signature of managing member

Karina Rouco

print name

Christopher Gandolfo

print name

signature

Erika D. Tejeda

print name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4 day of May, 2012, by Christopher Gandolfo., who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

Notary Public

ERIKA D. TEJEDA
MY COMMISSION # DD 902299
EXPIRES: July 6, 2013
Bonded Thru Notary Public Underwriters

Erika D. Tejeda

print name

Serial Number

{24124641;9}

GRANTEE

WITNESSETH:

BRICKELL CITICENTRE EAST, LLC. A FLORIDA LIMITED LIABILITY COMPANY

signature

By: signature of managing member

print name

print name

signature

print name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4 day of May, 2012, by Christopher Grandolfo., who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

Notary Public

print name

ERIKA D. TEJEDA
MY COMMISSION # DD 902299
EXPIRES: July 6, 2013
Bonded Thru Notary Public Underwriters

Serial Number

(24124641;910)

EXHIBIT "A-1"
"BURDENED PROPERTY"

TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION:

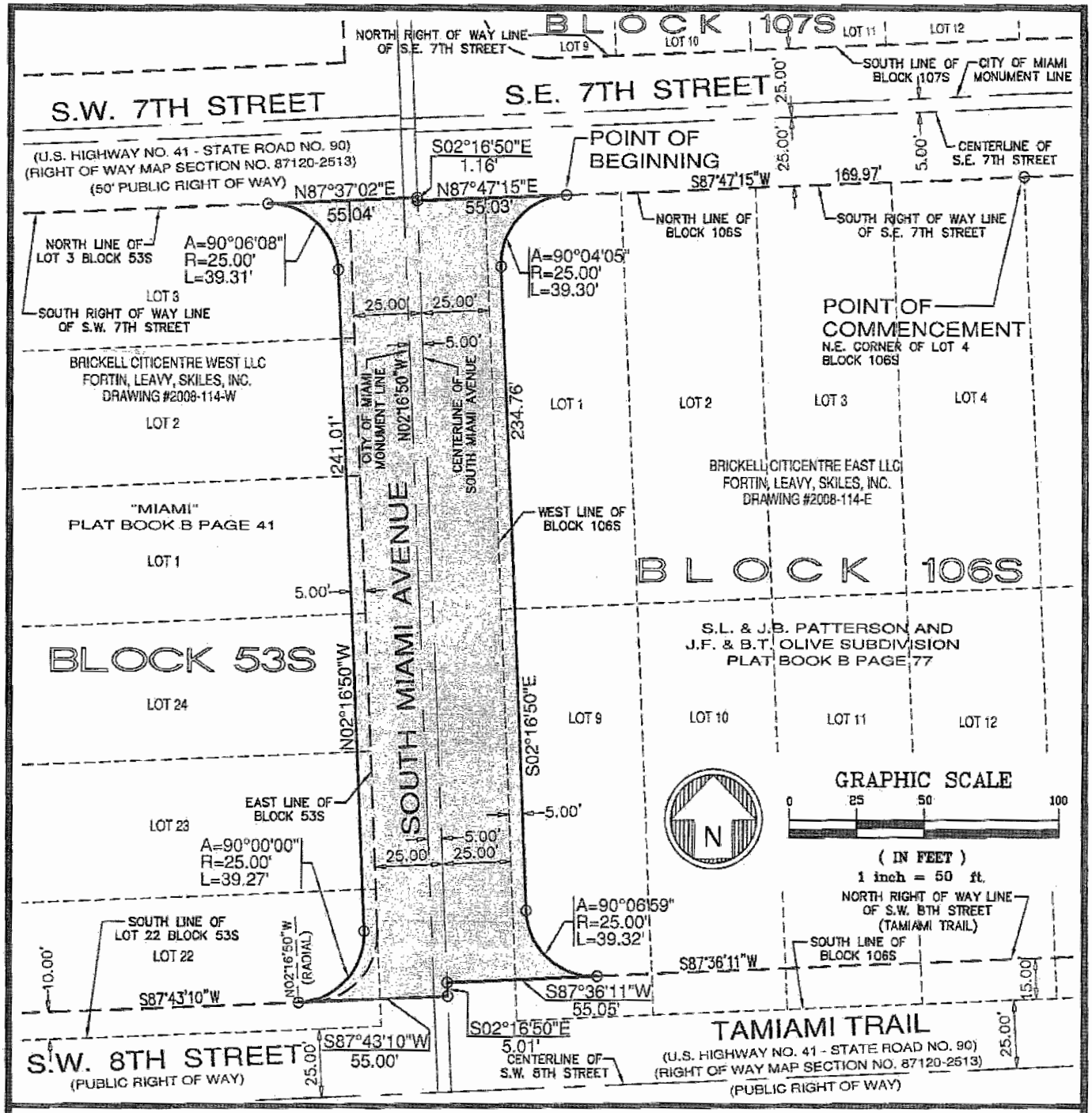
A portion of South Miami Avenue, lying directly adjacent to Lots 1, 2, 3, 22, 23 and 24, Block 53S, "MIAMI", according to the plat thereof, as recorded in Plat Book B at Page 41 and Lots 1 and 9, Block 106S, S.L. & J.B. PATTERSON AND J.F. & B.T. OLIVE SUBDIVISION, according to the plat thereof, as recorded in Plat Book B at Page 77, and also a portion of said Lots 1, 2, 3, 22, 23 and 24, Block 53S and said Lots 1 and 9, Block 106S, all being recorded in the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Lot 4 of said Block 106S; thence S 87°47'15" W along the North line of Lots 1, 2, 3 and 4 of said Block 106S, also being the South right of way line of said S.E. 7th Street for 169.97 feet to the Point of Beginning, also being a point of curvature; thence Southwesterly along a 25.00 radius curve leading to the left through a central angle of 90°04'05" for an arc distance of 39.30 feet to a point of tangency; thence S 02°16'50" E along a line 5.00 feet East of and parallel with the West line of said Lots 1 and 9, Block 106S for 234.76 feet to a point of curvature; thence Southeasterly along a 25.00 radius curve leading to the left through a central angle of 90°06'59" for an arc distance of 39.32 feet to a point of cusp; thence S 87°36'11" W for 55.05 feet; thence S 02°16'50" E along the centerline of said South Miami Avenue for 5.01 feet; thence S 87°43'10" W for 55.00 feet to a point on a circular curve concave to the Northwest and whose radius point bears N 02°16'50" W; thence Northeasterly along a 25.00 radius curve leading to the left through a central angle of 90°00'00" for an arc distance of 39.27 feet to a point of tangency; thence N 02°16'50" W along a line 5.00 feet West of and parallel with the East line of said Lots 22, 23, 24, 1, 2 and 3, Block 53S for 241.01 feet to a point of curvature; thence Northwesterly along a 25.00 radius curve leading to the left through a central angle of 90°06'08" for an arc distance of 39.31 feet to a point of cusp, said point lying on said South right of way line of S.W. 7th Street, also being the North line of said Lot 3, Block 53S; thence N 87°37'02" E along said South right of way line of S.W. 7th Street and North line of said Lot 3, Block 53S and its Easterly prolongation thereof for 55.04 feet; thence S 02°16'50" E along said centerline of South Miami Avenue for 1.16 feet; thence N 87°47'15" E along said South right of way line of S.E. 7th Street and North line of said Lot 1, Block 106S and its Westerly prolongation thereof for 55.03 feet to the Point of Beginning.

Drawn By: MAP	LEGAL DESCRIPTION	Date: 4/3/12
Cad. No.: 111096	FORTIN, LEAVY, SKILES, INC.	Scale: NOT TO SCALE
Ref. Dwg.: 2008-114	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No.: 111096
REV.1 120145	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No.: 1011-069-1A
Plotted: 4/3/12 8:35a	180 Northeast 168th Street / North Miami Beach, Florida 33162	Sheet 1 of 6
	Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

EXHIBIT "A-2"
"BURDENED PROPERTY"

TEMPORARY CONSTRUCTION EASEMENT



Drawn By	MAP
Cad. No.	111096
Ref. Dwg.	2008--114
	REV.1 120145
Plotted:	4/3/12 8:35a

SKETCH OF DESCRIPTION

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date	4/3/12
Scale	1"=50'
Job. No.	111096
Dwg. No.	1011-069-1A
Sheet	3 of 6

EXHIBIT "B-1"

(1 of 2)

"BENEFITED PROPERTY"

East Parcel:

Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14 and 15, in Block 106S, of S.L. & J.B. PATTERSON AND J.F. & B.T. OLIVE SUBDIVISION, according to the plat thereof as recorded in Plat Book B, at Page 77, of the Public Records of Miami-Dade County, Florida.

LESS:

Those portions of Lots 1, 9, 10, 11, 12, 13, 14 and 15, Block 106S, of S.L. & J.B. PATTERSON AND J.F. & B.T. OLIVE SUBDIVISION, according to the plat thereof as recorded in Plat Book B, at Page 77, of the Public Records of Miami-Dade County, Florida, lying in Section 38, Township 54 South, Range 41 East, and more particularly described as follows:

BEGIN at the Southwest corner of said Lot 9; Thence run N 02°16'51" W along the Westerly Boundary of said Lots 9 and 1, for a distance of 299 .90 feet to the point of intersection with the Northerly Boundary of said Lot 1; Thence run N 87°47' 15" E along said Northerly boundary of Lot 1 for a distance of 30.03 feet to a point of cusp and curvature of a circular curve concave to the Southeast and having a radius of 25.00 feet and a tangent bearing of S 87°35'49" W; Thence turning 180°, run Westerly, Southwesterly and Southerly along said curve to the left through a central angle of 90°04'06" for an arc length of 39.30 feet to a point of tangency on a line that is 5.00 feet Easterly and parallel with the Westerly Boundary of said Lots 1 and 9; Thence run S02°16'51" E along said line that is 5.00 feet Easterly and parallel to said Westerly Boundary of Lots 1 and 9, for a distance of 234.80 feet to the point of beginning of a circular curve concave to the Northeast and having for its elements a radius of 25.00 feet and tangent bearing of N02°16'51"E; Thence run Southerly, Southeasterly and Easterly along the arc of said circular curve to the left, through a central angle of 90°07'20" for an arc distance of 39.32 feet to the point of tangency and a point on a line that is 15.00 feet Northerly and parallel with the Southerly Boundary of said Lots 9, 10, 11, 12, 13, 14 and 15; Thence run N 87°35'49" E along said line that is 15.00 feet Northerly and parallel to the Southerly boundary of Lots 9, 10, 11, 12, 13, 14 and 15, for a distance of 319.95 feet to a point on the Easterly Boundary of said Lot 15; Thence run S 02°16'5l"E along said Easterly boundary of said Lot 15, for a distance of 15.00 feet to the Southeast Corner of said Lot 15; Thence run S 87°35'49" W along said Southerly boundary of Lots 9, 10, 11, 12, 13, 14 and 15, for a distance of 350.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

West Parcel:

Lots 1, 2, 3, in Block 53S, of AMENDED PLAT OF BLOCK 38A AND THE NORTH 1/2 OF BLOCK 53S CITY OF MIAMI, according to the plat thereof as recorded in Plat Book 1, at Page 74, of the Public Records of Miami-Dade County, Florida.

AND

Lots 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 22, 23, and 24, in Block 53S, of MAP OF MIAMI, DADE CO, FLA., according to the plat thereof as recorded in Plat Book B, at Page 41, of the Public Records of

EXHIBIT "B-1"

(2 of 2)

Miami-Dade County, Florida; LESS the South 10 feet of the West 55 feet of said Lot 22 and LESS the South 10.00 feet of said Lots 16, 17, 18,19,20,21 and 22.

The East 50 feet of Lots 10, 11 and 12 in Block 53S, AMENDED PLAT OF BLOCKS 38A AND THE NORTH HALF OF BLOCK 53S CITY OF MIAMI, according to the plat thereof as recorded in Plat Book 1, at Page 74, of the Public Records of Miami-Dade County, Florida.

AND

The East 50 feet of Lots 13, 14, and 15, Block 53S, MAP OF MIAMI, DADE CO, FLA., according to the plat thereof as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, less the South 10 feet thereof.

LESS THEREFROM

The East 5 feet of Lots 1, 2, and 3, in Block 53S of AMENDED PLAT OF BLOCK 38A AND THE NORTH 1/2 OF BLOCK 53S CITY OF MIAMI, according to the plat thereof as recorded in Plat Book 1, at Page 74, of Public Records of Miami-Dade County, Florida,

LESS ALSO

The East 5 feet of Lots 22, 23, 24 Block 53S of A.L. KNOWLTON'S MAP OF MIAMI, as recorded in Plat Book B, Page 41 of the Public Records of Miami Dade County, less the South 10 feet of said Lot 22,

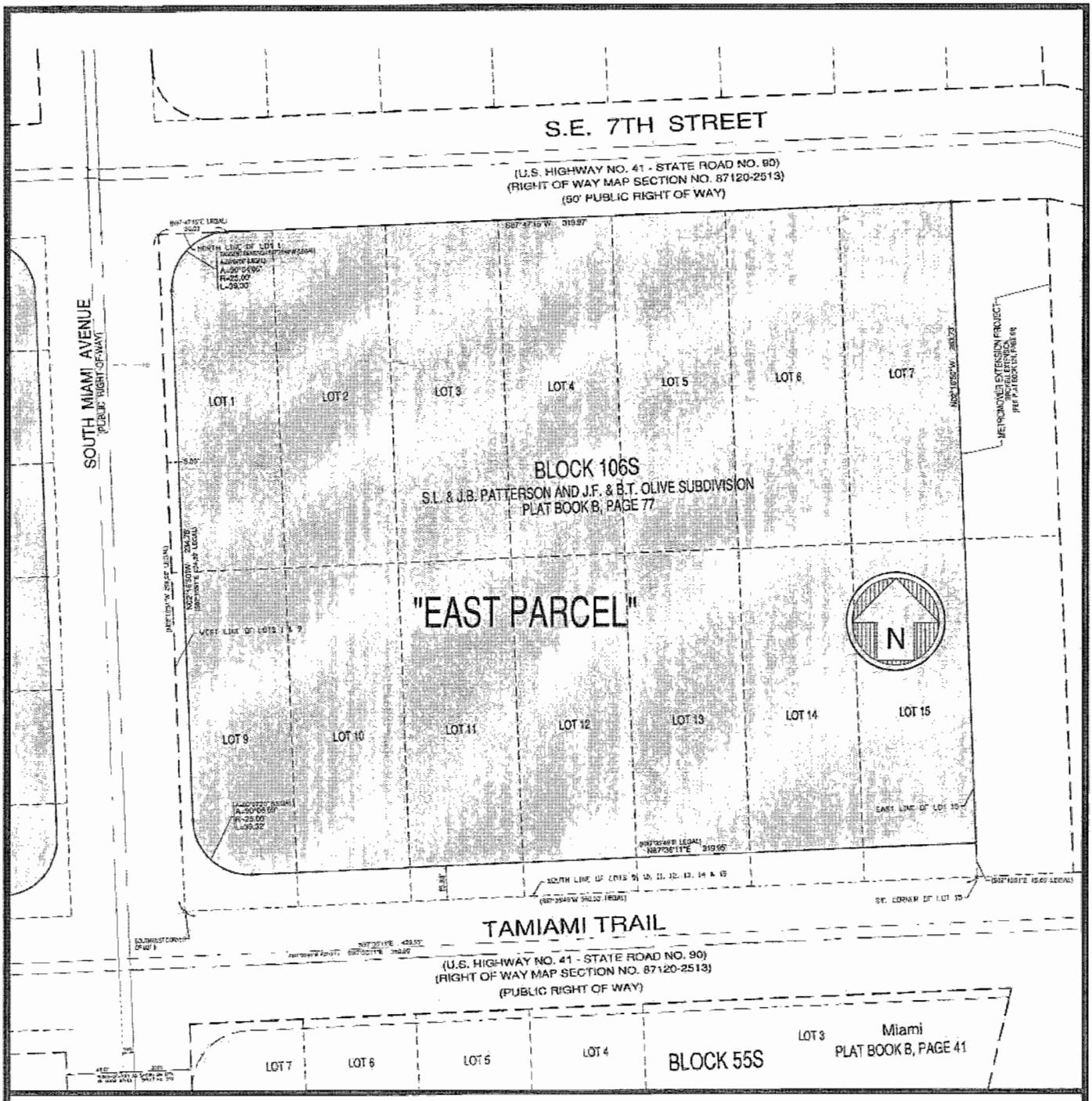
LESS ALSO

All that part which lies within the external area formed by a 25 foot radius curve concave to the Southwest, tangent to the West line of the East 5 feet of said Lot 3, Block 53S, and tangent to the North line of said Lot 3, Block 53S,

LESS ALSO

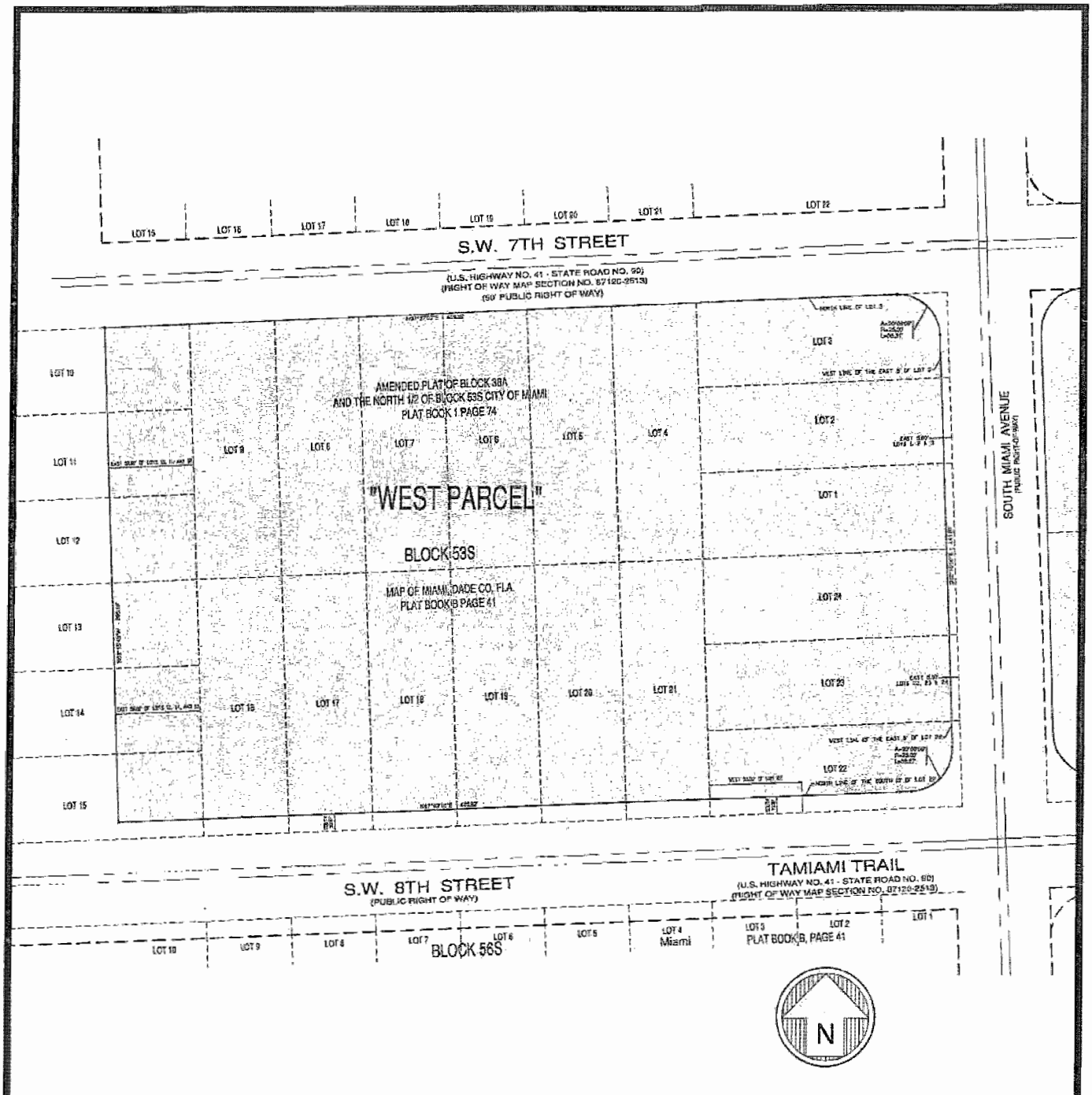
All that part which lies within the external area formed by a 25 foot radius curve concave to the Northwest, tangent to the West line of the East 5 feet of said Lot 22, Block 53S, and tangent to the North line of the South 10 feet of said Lot 22, less that portion previously dedicated for right of way.

EXHIBIT "B-2"
(1 OF 2)
"BENEFITED PROPERTY"



Drawn By	MAP	**LOCATION SKETCH**	Date 4/3/12
Cad. No.	111096	FORTIN, LEAVY, SKILES, INC.	Scale 1" = 60'
Ref. Dwg.	2008-114	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No. 111096
REV.1	120145	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No. 1011-069-1A
Plotted:	4/3/12 8:35a	180 Northeast 168th Street / North Miami Beach, Florida 33162	Sheet 4 of 6
		Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

EXHIBIT "B-2"
(2 OF 2)
"BENEFITED PROPERTY"



Drawn By	MAP	**LOCATION SKETCH**	Date 4/3/12
Cad. No.	111096		Scale 1" = 80'
Ref. Dwg.	2008-114		Job. No. 111096
	REV.1 120145		Dwg. No. 1011-069-1A
Plotted:	4/3/12 8:35a		Sheet 4 of 6

FORTIN, LEAVY, SKILES, INC.
CONSULTING ENGINEERS, SURVEYORS & MAPPERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653
180 Northeast 168th Street / North Miami Beach, Florida 33162
Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Akerman Senterfitt
One SE Third Avenue, 25th Floor
Miami, Florida 33131
Attn: T. Spencer Crowley

----------[SPACE ABOVE THIS LINE FOR RECORDING DATA]----------

AERIAL EASEMENT

THIS AERIAL EASEMENT ("Easement") is made and entered as of _____, 2012 ("Effective Date"), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose address is 111 NW 1 Street, Miami, Florida 33128, as grantor, ("Grantor"), and **BRICKELL CITICENTRE WEST, LLC.**, a Florida limited liability company, and **BRICKELL CITICENTRE EAST, LLC.**, a Florida limited liability company, both of whose address is 501 Brickell Key, Suite 600, Miami, Florida 33131, as grantees, ("Grantee").

RECITALS:

WHEREAS, the Grantor has certain legal rights, title and interest in the County right-of-way known as South Miami Avenue, bound on the southern side by SW 8 Street and SE 8 Street (Tamiami Trail) and bound on the northern side by SW 7 Street and SE 7 Street (the "Right-of-Way") which includes the property legally described in **Exhibit "A-1"** and as depicted in the sketch on **Exhibit "A-2"** each attached hereto and by this reference incorporated herein (the "Burdened Property); and

WHEREAS, Grantee is the owner of fee simple title to that certain real property in Miami-Dade County, Florida, as legally described in **Exhibit "B-1"** and as depicted in the sketch on **Exhibit "B-2"** each attached hereto and by this reference incorporated herein (the "Benefited Property") to which this Easement shall be appurtenant; and

WHEREAS, the portion of the Benefited Property lying east of the Right-of-Way is hereinafter referred to as the "East Parcel" and the portion of the Benefited Property lying west of the Right-of-Way is hereinafter referred to as the West Parcel; as depicted on **Exhibit "B-2,"**and

WHEREAS, the Grantor has granted Grantee a Temporary Construction Easement for the purpose of constructing a commercially activated above ground transportation corridor connecting the East and West Parcels, as recorded in Official Records Book ___, Page ____ (the "Temporary Construction Easement"); and

WHEREAS, Grantee has constructed certain improvements during the term of the Temporary Construction Easement, pursuant to its terms, which may include improvements

such as an overpass/bridge above the Right-of-Way connecting the East Parcel and West Parcel, a climate ribbon, and retail and restaurant uses in the commercially activated transportation corridor (collectively, the "Improvements"); and

WHEREAS, the Grantor desires to grant Grantee an aerial easement for the purpose of, among other things as set forth herein, providing and maintaining the commercially activated transportation corridor, and to allow safe and reasonable aerial access between and connecting the East Parcel and the West Parcels, and accommodating users of the Project, including the general public; and

WHEREAS, Grantee's proposed use will not impair the full use of the Right-of-Way for vehicular or pedestrian traffic, or impede the free flow of traffic on the Right-of-Way.

NOW, THEREFORE, in consideration of the sum of One Dollar, and other valuable consideration paid and received, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Grantee an aerial easement in the property legally described in Exhibit A-1, for the purposes of maintaining, operating, restoring and repairing the Improvements and for ingress, egress and access on, in, over and through the Improvements (the "Easement").

Section 1. Recitals. The above recitals are true and correct, and are incorporated herein by reference.

Section 2. Easement. This Easement shall exist for the benefit of the Benefited Property and shall be appurtenant thereto. Grantor retains all rights with respect to traffic flow and regulation in the Right-of-Way, and any rights not specifically conveyed herein.

Section 3. Term. The Easement shall commence upon the expiration of the Temporary Construction Easement, (within five days of Grantee obtaining the final certificate of occupancy or on December 31, 2015, whichever date is earlier) (the "Commencement Date").

Section 4. Termination. Should a) the use, need, or transportation purpose for the Easement be abandoned or cease, including but not limited to the elimination of the aerial transportation connectivity between the East Parcel and the West Parcel, or b) should the Easement be separated permanently or legally in any manner from the Benefited Property to which the Easement appertains, or c) if Grantee fails to pay the compensation required in Section 7 herein, or d) if Grantee fails to correct a violation of the terms of this Easement within a reasonable time after written notice of noncompliance has been provided; then upon written notice of termination by the Grantor, all rights hereby granted to Grantee shall terminate and Grantee shall forthwith, at its own cost and expense and in a manner reasonably satisfactory to the Grantor, remove all Improvements and restore the Burdened Property to the condition previously found prior to the Temporary Construction Easement. In the event that Grantee fails or refuses to so remove the Improvements, after such written notice, then the Grantor may, at its option, remove or cause to be removed such Improvements and restore the Burdened Property to the condition previously found prior to the Temporary Construction Easement, and Grantee will, in such event, upon bill rendered, pay to the Grantor all costs incurred by it in such

removal and restoration. Such rights of the Grantor are in addition to, and exclusive of, any other rights set forth herein or under the law and shall survive the termination of this Easement.

Section 5. Use. No use or improvements, other than those set forth herein, will be permitted without the express written consent of Grantor. In no event shall Grantee's use of the Easement interfere with the Grantor's operation and use of the Right-of-Way, or impair or impede vehicular or pedestrian traffic on the Right-of-Way in any manner, unless prior arrangements have been made in writing between the parties which agreement may be withheld or granted in Grantor's sole discretion. The Easement shall not be used in any manner to adversely affect the use, safety, appearance, or enjoyment of the Right-of-Way. No signage shall be permitted in the Easement Area unless first approved in writing by Miami-Dade County, and only then, if such signs conform to the requirements, restrictions and prohibitions of the Code of Miami-Dade County, all of which shall be determined in the sole discretion of the Public Works and Waste Management Department (or its equivalent department with jurisdiction over signage at the time of the request). In any event, absolutely no signage will be permitted in the Easement Area which is visible to the public traveling along the Right-of-Way (road.) At all times, excepting emergencies or temporary closures for repairs, connectivity for pedestrians traveling between the East Parcel and the West Parcel must be provided within the Easement area. Throughout the term of this Easement, Grantee shall be jointly and severally liable to the Grantor for the maintenance and other obligations set forth herein, and Grantee and its successors and assigns will not alienate the Easement or otherwise interfere with the connectivity between the East Parcel and West Parcel. The Improvements in the Easement area shall be owned by Grantee, subject to the terms set forth herein.

Section 6. Obligations.

a. Taxes - Grantee shall be responsible for all state, county, city, and local taxes that may be assessed against the Easement area during the term of this Easement, including the airspace and Improvements, and including real property taxes, impact fees, and special assessments, if any. Grantee acknowledges that for purposes of taxation, any portion of the Improvements located in the Easement area utilized for retail, restaurant, or commercial activity shall be taxable in the same manner as a non-exempt leasehold interest, and shall not be exempt from taxation under Florida Statute Section 196.199 or other applicable law, notwithstanding the County's ownership interest in the Easement area. Any Improvements located in the Easement area constructed to be utilized for retail, restaurant, or commercial activity shall be subject to payment of Road Impact Fees, if applicable, pursuant to Section 33-E of the Miami-Dade County Code.

b. Repairs and Damage - Grantee shall pay for any and all repairs or damage to the Right-of-Way or the Burdened Property as a result of the use of the Easement. The Grantor shall be responsible for no cost, claim, or lien resulting from the use of the Easement.

c. Hazardous Materials - Grantee is responsible for any hazardous materials found in the Easement, except to the extent any such hazardous materials are caused by the Grantor. In the event that such hazardous materials are found, the burden of proving that such hazardous materials were caused by the Grantor shall be upon the Grantee. Grantor reserves the right to test the Easement area at its own expense for hazardous materials at any time, upon

written notice. The term "hazardous materials" shall mean any hazardous or toxic substances, material, waste, solid waste, or debris of any kind as defined by the Environmental Protection Agency and any federal, state, or local laws. Grantee shall, at Grantee's sole cost and expense, promptly and diligently complete any and all audits, assessments, clean-ups, and monitoring of the Easement area required by provisions of this section. Grantee shall not permit any vehicle to carry flammable, explosive, or combustible liquids into or onto the Easement area. This section survives the termination of this Easement.

d. Maintenance -- Except as specifically set forth otherwise in this Easement, Grantee shall be responsible to maintain repair and replace the Improvements, and to maintain and keep in a clean and safe condition the Easement area, including but not limited to a condition free of dirt, rubbish, graffiti, debris, abandoned vehicles, loose building materials, loose surface finishes, and obstructions. Such maintenance will be accomplished in a manner so as not to cause any interference with the operation of the roadway and transportation use of the Right-of-Way and the free flow of pedestrian and vehicular traffic thereon, unless prior arrangements have been made in writing between the parties, which agreement may be granted or withheld in the sole discretion of the Grantor. Any repair shall be at least similar or equal in quality and class to the original work. The Grantor has the right, but not the obligation, to enter the Easement area to inspect the condition of same. In the event that Grantee fails to so maintain or repair the Improvements, the Grantor shall provide notice of such failure to Grantee, and if Grantee fails to cure such maintenance or repair issue within a reasonable period of time (such time frame to be determined in Grantor's discretion), then the Grantor, through its duly authorized representatives, employees, and contractors, has the right but not the obligation to perform such work, and the cost thereof shall be chargeable to Grantee and shall immediately be due and payable to the Grantor upon the performance of such work and Grantee's receipt of an invoice thereof.

e. Security - Grantee is solely responsible for the personal safety of its employees, invitees, or any other person entering the Easement area, as well as any equipment or personalty installed or brought into the Easement area. The Grantor assumes no responsibility for the safety of such persons, equipment or personalty.

f. Utilities – All costs relating to utilities shall be borne by and shall be the sole responsibility of Grantee.

To the extent that the Grantee has outstanding obligations under this Section 6 which accrued prior to the termination of this Easement, the provisions of Section 6, as applicable, survive the termination of this Easement.

Section 7. Consideration. As consideration for the granting of the Easement, Grantee shall pay to the Grantor the sum of $258,638.00 due upon the Commencement Date.

Section 8. Indemnification. Grantee shall indemnify and hold harmless the Grantor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the

performance of this Easement by Grantee or its employees, agents, servants, partners, principals or subcontractors, or from the use of the Easement, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantor, where applicable, including appellate proceedings, and shall pay all reasonable costs, judgments, and attorney's fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Easement or otherwise provided by Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Grantor or its officers, employees, agents and instrumentalities as herein provided. It is understood that Grantor assumes no responsibility for the personal safety of any persons, equipment, or personal property brought into or installed upon the Easement Area, including any loss, theft, damage, or injury. Grantee shall promptly notify the Grantor of any loss, damage, injury or death arising out of or in connection with the Easement or occurring on the Easement area. This obligation survives the termination of this Easement.

Section 9. Insurance. Grantee shall, at its expense, maintain at all times during the term of this Easement, and Grantee shall furnish to the Grantor Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

a. Worker's Compensation Insurance for all employees of the Grantee as required by Chapter 440, *Florida Statutes*.

b. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than $50,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this Easement in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Grantee of liability and obligation under this Section or under any other Section of this Easement.

Section 10. Grantee's Right to Transfer. The Easement granted herein may only be conveyed as an easement appurtenant to the Benefited Property and shall not be subdivided or sold separately from the Benefited Property without the prior consent of the Grantor. Any sale, assignment or transfer of Grantee's interest in this Easement shall be made expressly subject to the terms, covenants and conditions of this Easement, and such transferee shall expressly assume all of the obligations of Grantee under this Easement, and agree to be subject to all conditions and restrictions to which Grantee is subject. In the event of a transfer of Grantee's interests in this Easement, or any part thereof, Grantee shall deliver written notice to Grantor of such transfer, together with a copy of the transfer agreement (if applicable). Grantee, its successors, assigns, or transferees, shall be prohibited from transferring this Easement, or any right or obligation thereunder, to a party that is on the Miami-Dade County Delinquent Vendor List or Disbarment List, or its then equivalent, without the prior written consent of Grantor. Upon the transfer by Grantee, Grantee shall be released from future obligations which may occur during the unexpired term of this Easement. However, nothing in this Easement shall abrogate Grantee's obligation to pay any sums due to the Grantor which accrued prior to the effective date of such transfer, or obligations or liabilities occurring prior to the date of transfer, and the Grantor shall always have the right to enforce collection of such sums due and to enforce obligations from Grantee which accrued prior to the transfer and in accordance with the terms of this Easement unless written consent is obtained from the Grantor.

Section 11. Representations and Warranties. Grantee hereby represents and warrants to the Grantor that it has full power and authority to enter into this Easement and perform in accordance with its terms and provisions and that the parties signing this Easement on behalf of Grantee have the authority to bind Grantee and to enter into this transaction and Grantee has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Easement. Grantor neither warrants title to the property conveyed herein nor guarantees the suitability of any of the lands for a particular use.

Section 12. Binding Effect/Rights of Occupants. All terms and provisions of this Easement are binding upon the parties hereto and their respective successors and assigns. Further, all terms and provisions of this Easement and all rights, privileges, benefits and burdens created hereunder are covenants running with the lands described herein, binding upon and inuring to the benefit of the parties hereto, their respective heirs, successors, successors-in-title, legal representatives and assigns. Subject to the limitations and conditions set forth herein, Grantee may create such rules and regulations as deemed necessary or appropriate by Grantee, including the right to regulate the hours and days for access to the Easement areas. No independent rights shall be created by this Easement as to any Occupant. For purposes of this Easement, the term "Occupant" shall mean tenants, subtenants, assignees, licensees, invitees,

contractors, agents or licensees who, from time to time, is entitled to use or occupy all or any portion of the Easement areas under an agreement, lease, sublease, assignment, concession, license, or other similar agreement with Grantee.

Section 13. Construction of Easement. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Easement and that, accordingly, no court construing this Easement shall construe it more stringently against one party than the other.

Section 14. Governing Law/Venue. This Easement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Easement shall be Miami-Dade County, Florida.

Section 15. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are received at the addressee's address set forth below, whether same are personally delivered, mailed by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, delivered by Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Grantor:	Miami-Dade County, a political subdivision of the State of Florida Public Works and Waste Management Division 111 N.W. 1st Street, 16th Floor Miami, Florida 33128-1993 Fax: (305) 375-3070 Attn: Director, Public Works and Waste Management
To Grantee:	Swire Properties 501 Brickell Key, Suite 600 Miami, Florida 33131 Attention Christopher Gandolfo
With a copy to:	Akerman Senterfitt One SE Third Avenue, 25th Floor Miami, Florida 33131 Attention: Neisen Kasdin, Esq. and T. Spencer Crowley, Esq.

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. Should the Easement be sold or transferred, on the date of the closing, Grantee shall identify the party and address to whom such notice shall be provided in the future, and shall record same in the public records.

Section 16. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Easement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Easement.

Section 17. Successors and Assigns. This Easement runs with the land and shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

Section 18. Recording. This Easement shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of Grantee.

Section 19. Consents. Whenever in this Easement the consent or approval of the Grantor is required, such consent or approval, shall be made (so long as the Grantor is Miami Dade County) by the County Mayor or its designee on behalf of the Grantor and: (a) shall not be effective unless it is in writing; and (b) shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Grantee of the obligation of obtaining the Grantor's prior written consent or approval to any future similar act or transaction.

Section 20. Grantor's Rights as Sovereign. It is expressly understood that, notwithstanding any provision of this Easement and Grantor's sovereign status hereunder (if applicable): (a) the Grantor retains all of its sovereign prerogatives and rights as a county under Florida laws and shall not be estopped from withholding or refusing to issue any approvals of and applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for herein, and (b) the Grantor is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature.

Section 21. Severability. If any provision of this Easement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Easement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed in its name by the County Mayor; as authorized by the Board of County Commissioners, and the Grantee has caused this Easement to be executed by its duly authorized representative all as of the Effective Date.

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

GRANTOR

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY

By:_____
Name:
Title:

By:_____
Name:
Title:

_____
Approved as to form and legal sufficiency

Print Name:_____

The foregoing was accepted and approved on the ____ day of _____, 2012, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, a political subdivision of the State of Florida.

ATTEST: HARVEY RUVIN,
Clerk of said Board

By:_____
Deputy Clerk

GRANTEE

WITNESSETH:

BRICKELL CITICENTRE WEST, LLC. A FLORIDA LIMITED LIABILITY COMPANY

Karina Rouco
signature

By: _____
signature of managing member VP

Karina Rouco
print name

Chris Grandolfo
print name

Erika Tejeda
signature

Erika D. Tejeda
print name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4 day of May, 2012, by Christopher Grandolfo., who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

Erika Tejeda
Notary Public

Erika D. Tejeda
print name

ERIKA D. TEJEDA
MY COMMISSION # DD 902299
EXPIRES: July 6, 2013
Bonded Thru Notary Public Underwriters

Serial Number

{24170947;8}

GRANTEE

WITNESSETH:

BRICKELL CITICENTRE EAST, LLC. A FLORIDA LIMITED LIABILITY COMPANY

Karina Rouco
signature

By: [signature]
signature of managing member VP

Karina Rouco
print name

Chris Gandolfo
print name

[signature]
signature

Erika D. Tejeda
print name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4 day of May, 2012, by Christopher Gandolfo, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

[signature]
Notary Public

ERIKA D. TEJEDA
MY COMMISSION # DD 902298
EXPIRES: July 6, 2013
Bonded Thru Notary Public Underwriters

Erika D. Tejeda
print name

Serial Number

{24170947;8}

EXHIBIT "A-1"
"BURDENED PROPERTY"

AERIAL EASEMENT

LEGAL DESCRIPTION:

A portion of South Miami Avenue, lying directly adjacent to Lots 1, 2 and 24, Block 53S, "MIAMI", according to the plat thereof, as recorded in Plat Book B at Page 41 and Lots 1 and 9, Block 106S, S.L. & J.B. PATTERSON AND J.F. & B.T. OLIVE SUBDIVISION, according to the plat thereof, as recorded in Plat Book B at Page 77, and also a portion of said Lots 1, 2 and 24, Block 53S and Lots 1 and 9, Block 106S, all being recorded in the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

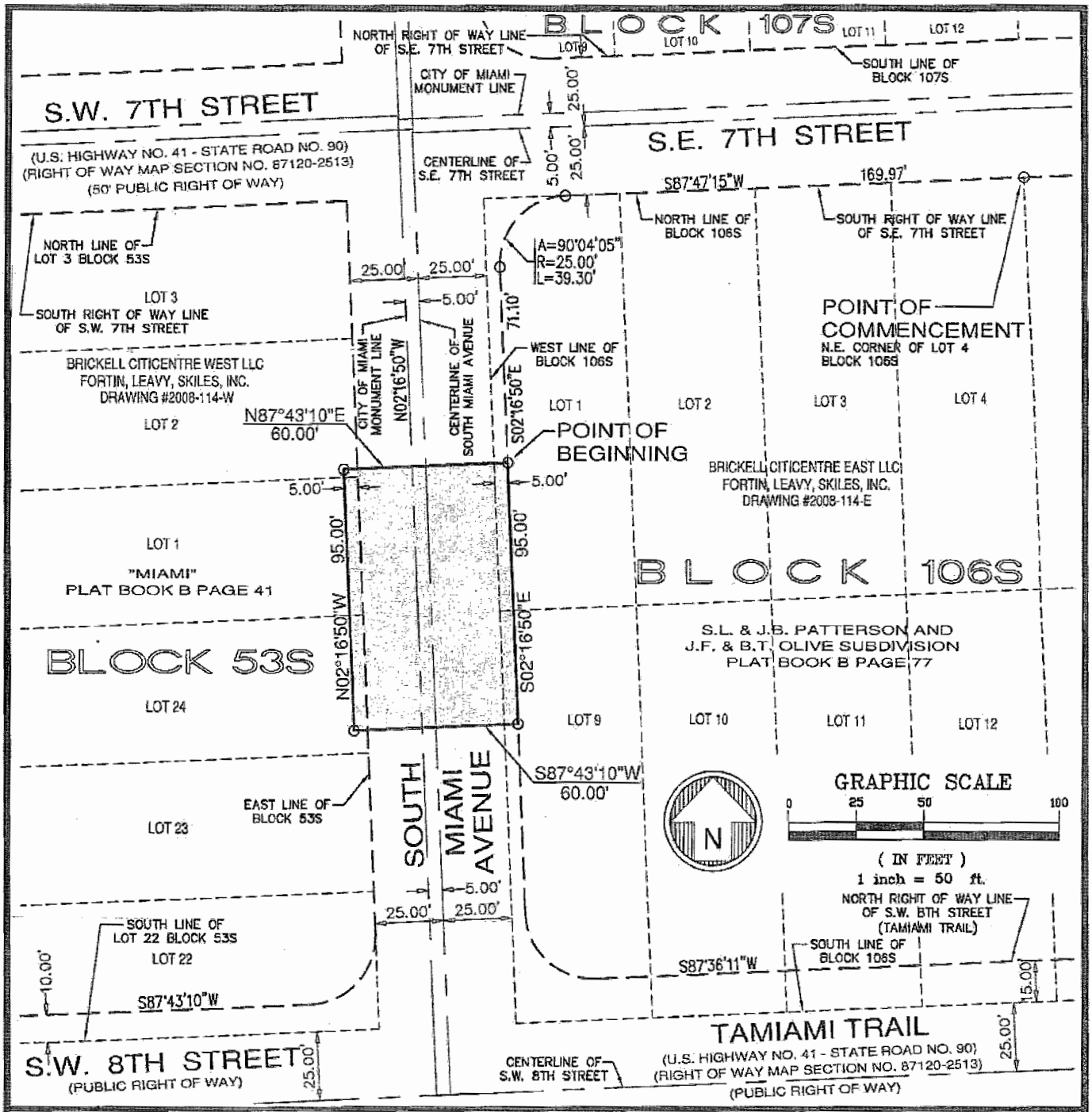
Commence at the Northeast corner of Lot 4 of said Block 106S; thence S 87°47'15" W along the North line of Lots 1, 2, 3 and 4 of said Block 106S, also being the South right of way line of said S.E. 7th Street for 169.97 feet to a point of curvature; thence Southwesterly along a 25.00 radius curve leading to the left through a central angle of 90°04'05" for an arc distance of 39.30 feet to a point of tangency; thence S 02°16'50" E along a line 5.00 feet East of and parallel with the West line of said Lots 1 and 9, Block 106S for 71.10 feet to the Point of Beginning; thence continue S 02°16'50" E along said line 5.00 feet East of and parallel with the West line of Lots 1 and 9, Block 106S for 95.00 feet; thence S 87°43'10" W for 60.00 feet; thence N 02°16'50" W along a line 5.00 feet West of and parallel with the East line of said Lots 1, 2 and 24, Block 53S for 95.00 feet; thence N 87°43'10" E for 60.00 feet to the Point of Beginning.

The above described perimetrical boundary being between elevation +25.3 feet and +100.00 feet, relative to the National Geodetic Vertical Datum of 1929.

Drawn By: MAP	LEGAL DESCRIPTION	Date: 4/3/12
Cad. No.: 111096	FORTIN, LEAVY, SKILES, INC.	Scale: NOT TO SCALE
Ref. Dwg.: 2008-114	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No.: 111096
REV.1 120145	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No.: 1011-069-1B
Plotted: 4/3/12 8:35a	180 Northeast 168th Street / North Miami Beach, Florida 33162	Sheet: 1 of 6
	Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

EXHIBIT "A-2"
(1 OF 2)
"BURDENED PROPERTY"

AERIAL EASEMENT



Drawn By	MAP	SKETCH OF DESCRIPTION	Date 4/3/12
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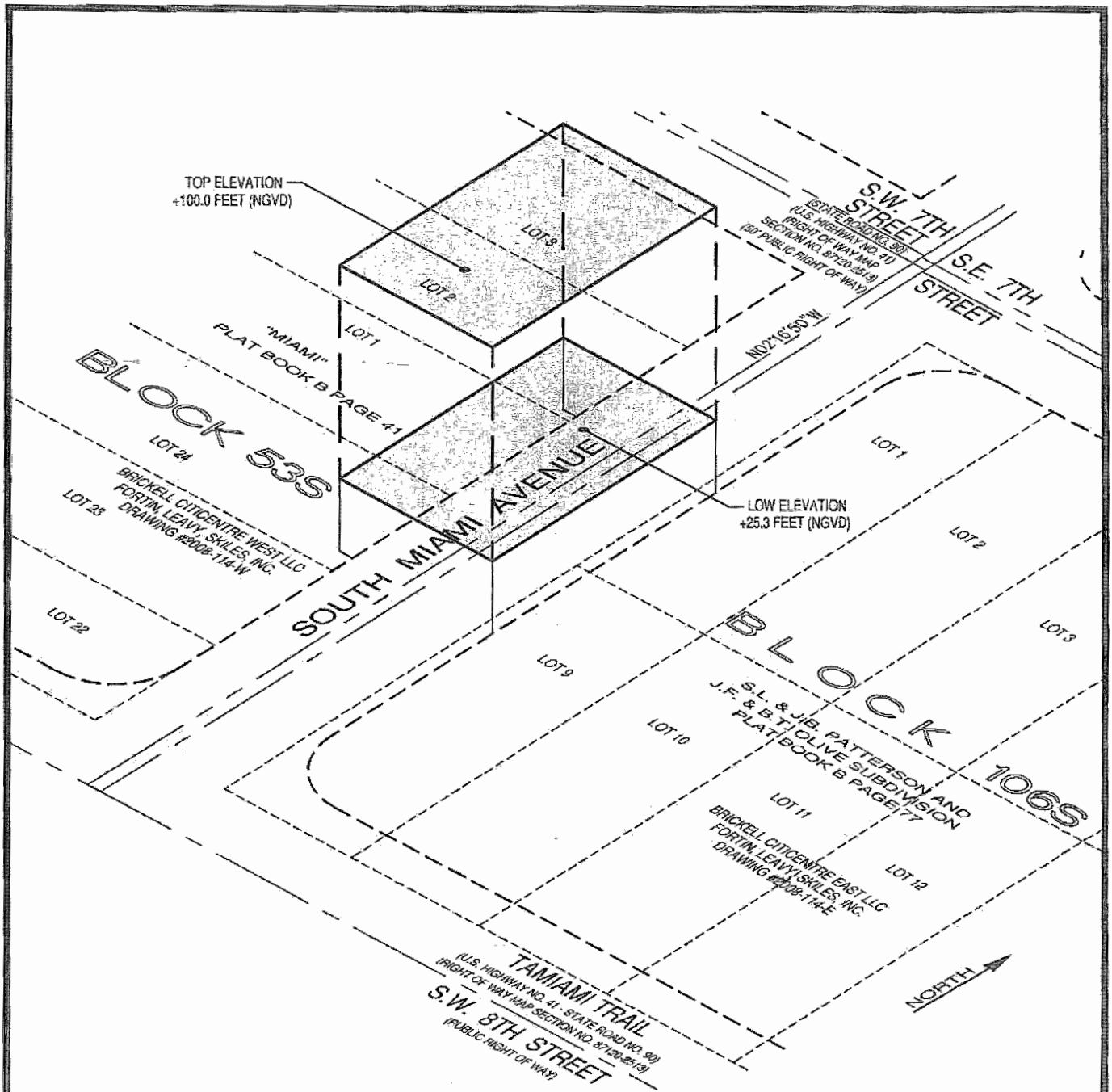
Ref. Dwg.	2008-114	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No. 111096
	REV.1 120145	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No. 1011-069-1B
Plotted:	4/3/12 8:35a	180 Northeast 168th Street / North Miami Beach, Florida 33162	Sheet 3 of 6
		Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

EXHIBIT "A-2"
(2 OF 2)
"BURDENED PROPERTY"

AERIAL EASEMENT



AERIAL PARCEL OVER SOUTH MIAMI AVENUE

Drawn By	MAP	SKETCH OF DESCRIPTION	Date 4/3/12
Cad. No.	111096	FORTIN, LEAVY, SKILES, INC.	Scale NOT TO SCALE
Ref. Dwg.	2008-114	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No. 111096
		FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No. 1011-069-1B
Plotted:	4/3/12 8:35a	180 Northeast 168th Street / North Miami Beach, Florida 33162	Sheet 5 of 6
		Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

EXHIBIT "B-1"

(1 of 2)

"BENEFITED PROPERTY"

East Parcel:

Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14 and 15, in Block 106S, of S.L. & J.B. PATTERSON AND J.F. & B.T. OLIVE SUBDIVISION, according to the plat thereof as recorded in Plat Book B, at Page 77, of the Public Records of Miami-Dade County, Florida.

LESS:

Those portions of Lots 1, 9, 10, 11, 12, 13, 14 and 15, Block 106S, of S.L. & J.B. PATTERSON AND J.F. & B.T. OLIVE SUBDIVISION, according to the plat thereof as recorded in Plat Book B, at Page 77, of the Public Records of Miami-Dade County, Florida, lying in Section 38, Township 54 South, Range 41 East, and more particularly described as follows:

BEGIN at the Southwest corner of said Lot 9; Thence run N 02°16'51" W along the Westerly Boundary of said Lots 9 and 1, for a distance of 299 .90 feet to the point of intersection with the Northerly Boundary of said Lot 1; Thence run N 87°47' 15" E along said Northerly boundary of Lot 1 for a distance of 30.03 feet to a point of cusp and curvature of a circular curve concave to the Southeast and having a radius of 25.00 feet and a tangent bearing of S 87°35'49" W; Thence turning 180°, run Westerly, Southwesterly and Southerly along said curve to the left through a central angle of 90°04'06" for an arc length of 39.30 feet to a point of tangency on a line that is 5.00 feet Easterly and parallel with the Westerly Boundary of said Lots 1 and 9; Thence run S02°16'51" E along said line that is 5.00 feet Easterly and parallel to said Westerly Boundary of Lots 1 and 9, for a distance of 234.80 feet to the point of beginning of a circular curve concave to the Northeast and having for its elements a radius of 25.00 feet and tangent bearing of N02°16'51"E; Thence run Southerly, Southeasterly and Easterly along the arc of said circular curve to the left, through a central angle of 90°07'20" for an arc distance of 39.32 feet to the point of tangency and a point on a line that is 15.00 feet Northerly and parallel with the Southerly Boundary of said Lots 9, 10, 11, 12, 13, 14 and 15; Thence run N 87°35'49" E along said line that is 15.00 feet Northerly and parallel to the Southerly boundary of Lots 9, 10, 11, 12, 13, 14 and 15, for a distance of 319.95 feet to a point on the Easterly Boundary of said Lot 15; Thence run S 02°16'51"E along said Easterly boundary of said Lot 15, for a distance of 15.00 feet to the Southeast Corner of said Lot 15; Thence run S 87°35'49" W along said Southerly boundary of Lots 9, 10, 11, 12, 13, 14 and 15, for a distance of 350.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

West Parcel:

Lots 1, 2, 3, in Block 53S, of AMENDED PLAT OF BLOCK 38A AND THE NORTH 1/2 OF BLOCK 53S CITY OF MIAMI, according to the plat thereof as recorded in Plat Book 1, at Page 74, of the Public Records of Miami-Dade County, Florida.

AND

Lots 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 22, 23, and 24, in Block 53S, of MAP OF MIAMI, DADE CO, FLA., according to the plat thereof as recorded in Plat Book B, at Page 41, of the Public Records of

EXHIBIT "B-1"

(2 of 2)

Miami-Dade County, Florida; LESS the South 10 feet of the West 55 feet of said Lot 22 and LESS the South 10.00 feet of said Lots 16, 17, 18,19,20,21 and 22.

The East 50 feet of Lots 10, 11 and 12 in Block 53S, AMENDED PLAT OF BLOCKS 38A AND THE NORTH HALF OF BLOCK 53S CITY OF MIAMI, according to the plat thereof as recorded in Plat Book 1, at Page 74, of the Public Records of Miami-Dade County, Florida.

AND

The East 50 feet of Lots 13, 14, and 15, Block 53S, MAP OF MIAMI, DADE CO, FLA., according to the plat thereof as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, less the South 10 feet thereof.

LESS THEREFROM

The East 5 feet of Lots 1, 2, and 3, in Block 53S of AMENDED PLAT OF BLOCK 38A AND THE NORTH 1/2 OF BLOCK 53S CITY OF MIAMI, according to the plat thereof as recorded in Plat Book 1, at Page 74, of Public Records of Miami-Dade County, Florida,

LESS ALSO

The East 5 feet of Lots 22, 23, 24 Block 53S of A.L. KNOWLTON'S MAP OF MIAMI, as recorded in Plat Book B, Page 41 of the Public Records of Miami Dade County, less the South 10 feet of said Lot 22,

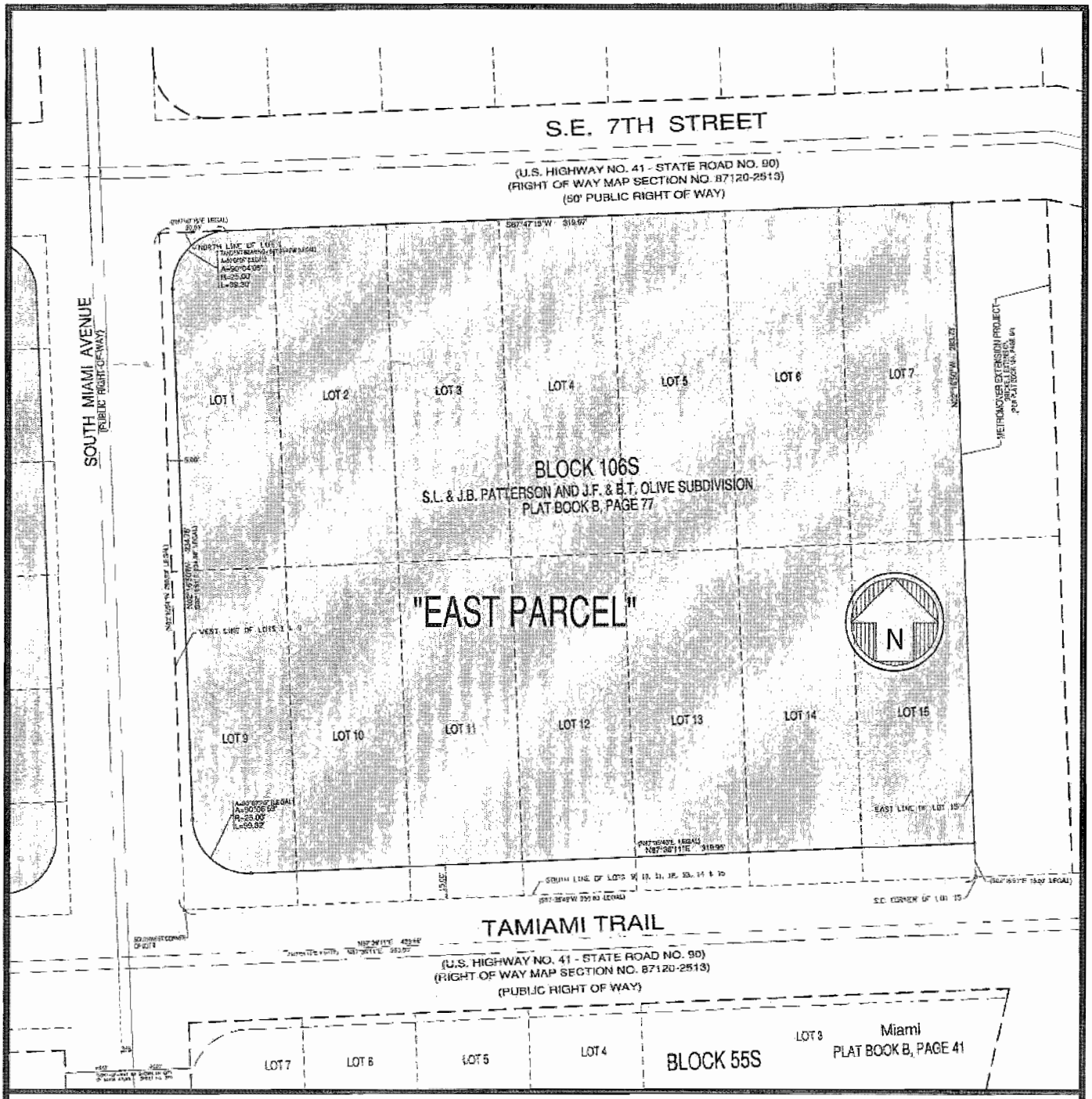
LESS ALSO

All that part which lies within the external area formed by a 25 foot radius curve concave to the Southwest, tangent to the West line of the East 5 feet of said Lot 3, Block 53S, and tangent to the North line of said Lot 3, Block 53S,

LESS ALSO

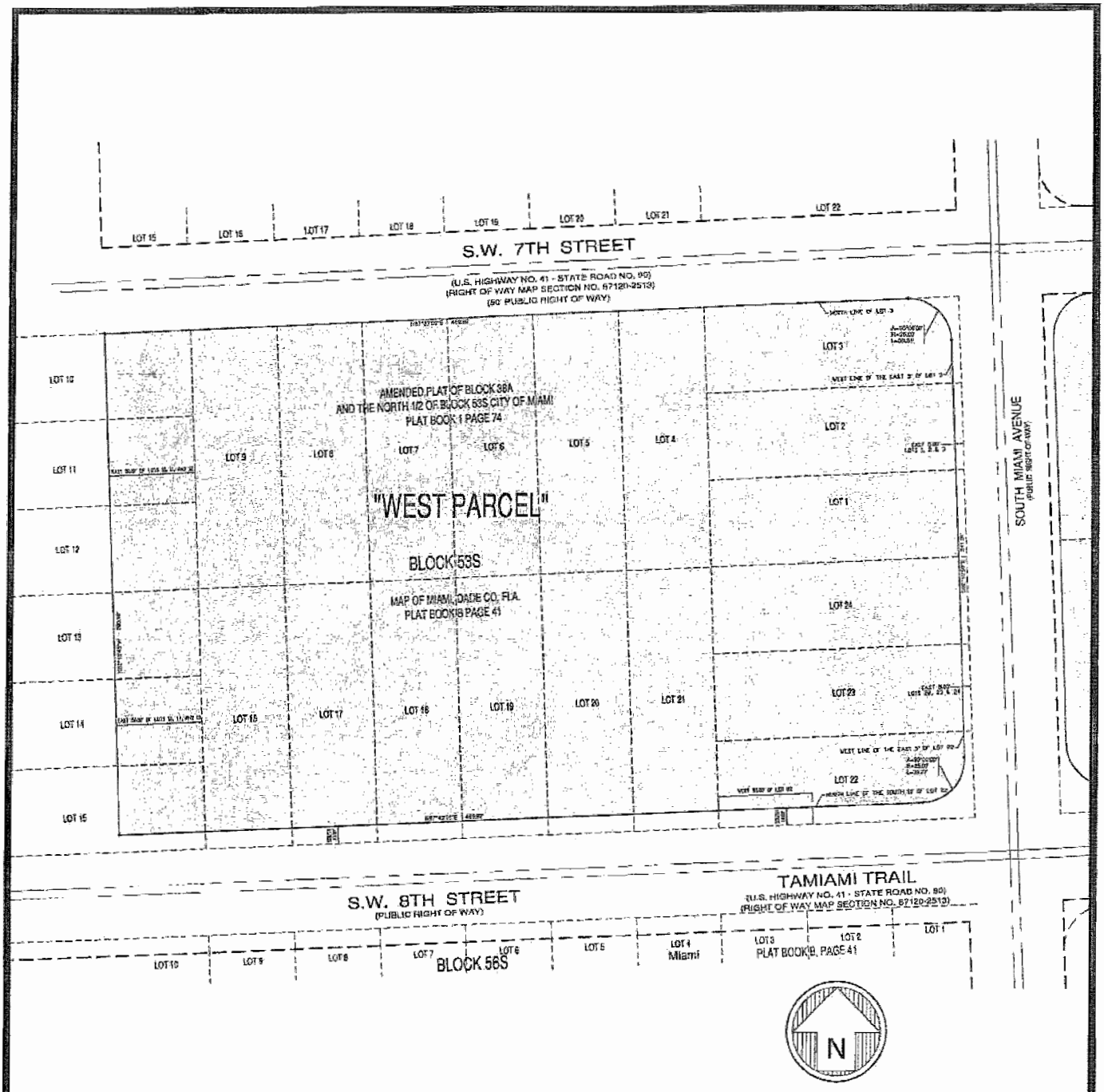
All that part which lies within the external area formed by a 25 foot radius curve concave to the Northwest, tangent to the West line of the East 5 feet of said Lot 22, Block 53S, and tangent to the North line of the South 10 feet of said Lot 22, less that portion previously dedicated for right of way.

EXHIBIT "B-2"
(1 OF 2)
"BENEFITED PROPERTY"



Drawn By: MAP	**LOCATION SKETCH**	Date: 4/3/12
Cad. No.: 111096	**FORTIN, LEAVY, SKILES, INC.**	Scale: 1" = 60'
Ref. Dwg.: 2008-114	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No.: 111096
REV.1 120145	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No.: 1011-069-1A
Plotted: 4/3/12 8:35a	180 Northeast 168th Street / North Miami Beach, Florida 33162	Sheet: 4 of 6
	Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

EXHIBIT "B-2"
(2 OF 2)
"BENEFITED PROPERTY"



Drawn By	MAP	**LOCATION SKETCH**	Date 4/3/12
Cad. No.	111096	**FORTIN, LEAVY, SKILES, INC.**	Scale 1" = 80'
Ref. Dwg.	2008-114	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No. 111096
REV.1	120145	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No. 1011-069-1A
Plotted:	4/3/12 8:35a	180 Northeast 168th Street / North Miami Beach, Florida 33162	Sheet 4 of 6
		Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Akerman Senterfitt
One SE Third Avenue, 25th Floor
Miami, Florida 33131
Attn: T. Spencer Crowley

---------- [SPACE ABOVE THIS LINE FOR RECORDING DATA] ----------

SUBSURFACE AND MAINTENANCE EASEMENT

THIS SUBSURFACE AND MAINTENANCE EASEMENT ("Easement") is made and entered as of _____, 2012 ("Effective Date"), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose address is 111 NW 1 Street, Miami, Florida 33128, as grantor, ("Grantor"), and **BRICKELL CITICENTRE WEST, LLC.**, a Florida limited liability company and **BRICKELL CITICENTRE EAST, LLC.**, a Florida limited liability company, both of whose address is 501 Brickell Key, Suite 600, Miami, Florida 33131, as grantees, ("Grantee").

RECITALS:

WHEREAS, the Grantor has certain legal rights, title and interest in the County right-of-way known as South Miami Avenue, bound on the southern side by SW 8 Street and SE 8 Street (Tamiami Trail) and bound on the northern side by SW 7 Street and SE 7 Street (the "Right-of-Way"), which includes the property legally described in **Exhibit "A-1"** and as depicted in the sketch on **Exhibit "A-2"** each attached hereto and by this reference incorporated herein (the "Burdened Property"); and

WHEREAS, Grantee is the owner of fee simple title to that certain real property in Miami-Dade County, Florida, as legally described in **Exhibit "B-1"** and as depicted in the sketch on **Exhibit "B-2"** each attached hereto and by this reference incorporated herein (the "Benefited Property") to which this Easement shall be appurtenant; and

WHEREAS, the portion of the Benefited Property lying east of the Right-of-Way is hereinafter referred to as the "East Parcel" and the portion of the Benefited Property lying west of the Right-of-Way is hereinafter referred to as the West Parcel; as depicted on Exhibit "B-2"; and

WHEREAS, the Grantor has granted Grantee a Temporary Construction Easement for the purpose of constructing a subsurface transportation corridor with ancillary parking connecting the East and West Parcels, as recorded in Official Records Book ___, Page ____ (the "Temporary Construction Easement"); and

WHEREAS, Grantee has constructed certain improvements during the term of the Temporary Construction Easement, pursuant to its terms, which may include improvements

such as a subsurface transportation corridor including attendant parking (collectively, the "Improvements"); and

WHEREAS, the Grantor desires to grant Grantee a subsurface easement for the purpose of, among other things as set forth herein, providing and maintaining the transportation corridor, and allowing safe and reasonable subsurface access between and connecting the East Parcel and the West Parcels, providing parking, and accommodating users of the Project, including the general public; and

WHEREAS, Grantor desires to grant Grantee a maintenance and access easement for the limited purpose of maintaining and repairing the Right-of-Way; and

WHEREAS, Grantee's proposed use will not impair the full use of the Right-of-Way for vehicular or pedestrian traffic, or impede the free flow of traffic on the Right-of-Way.

NOW, THEREFORE, in consideration of the sum of One Dollar, and other valuable consideration paid and received, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee a subsurface easement in the Burdened Property legally described in Exhibit A-1 for the purposes of maintaining, operating, restoring and repairing the Improvements and for ingress, egress and access on, in, over and through the Improvements (the "Easement"). Grantor further grants to Grantee an easement in the Right-of-Way for the limited purpose of maintaining and repairing the Right-of-Way and any improvements (such as street lighting, landscaping, etc.) constructed thereon pursuant to the terms of the Temporary Construction Easement, including access thereto for such purposes.

Section 1. Recitals. The above recitals are true and correct, and are incorporated herein by reference.

Section 2. Easement. This Easement shall exist for the benefit of the Benefited Property and shall be appurtenant thereto. The Grantor retains all rights with respect to traffic flow and regulation in the Right-of-Way, and any rights not specifically conveyed herein.

Section 3. Term. The Easement shall commence upon the expiration of the Temporary Construction Easement, (within five days of Grantee obtaining the final certificate of occupancy or on December 31, 2015, whichever date is earlier) (the "Commencement Date").

Section 4. Termination. Should a) the use, need, or transportation purpose for the Easement be abandoned or cease, including but not limited to the elimination of underground transportation connectivity between the East Parcel and the West Parcel, or b) should the Easement be separated permanently or legally in any manner from the Benefited Property to which the Easement appertains, or c) if Grantee fails to pay the compensation required in Section 7 herein, or d) if Grantee fails to correct any other violation of the terms of this Easement within a reasonable time after written notice of noncompliance has been provided, then upon written notice of termination by the Grantor all rights hereby granted to Grantee shall terminate and Grantee shall forthwith, at its own cost and expense and in a manner reasonably satisfactory to the Grantor, remove all Improvements and restore the Burdened Property to the condition previously found prior to the Temporary Construction Easement In the event that

Grantee fails or refuses to do so, after such written notice, then the Grantor may, at its option, remove or cause to be removed such Improvements on the Easement area and restore the Burdened Property to the condition previously found prior to the Temporary Construction Easement, and Grantee will, in such event, upon bill rendered, pay to the Grantor all costs incurred by it in such removal and restoration. In the event of termination, any improvements made to the Right-of-Way outside of the Easement area (landscaping, street lighting, etc.), shall not be removed absent specific written request by Grantor, provided that upon such request, the same provisions set forth in this section shall apply regarding removal and payment therefor. Any rights of Grantor set forth in this Section are in addition to, and exclusive of, any other rights set forth herein or under the law and shall survive the termination of this Easement.

Section 5. Use. No use or improvements, other than those set forth herein, will be permitted without the express written consent of Grantor. In no event shall Grantee's use of the Easement interfere with the Grantor's operation and use of the Right-of-Way, or impair or impede vehicular or pedestrian traffic on the Right-of-Way in any manner unless prior arrangements have been made in writing between the parties, which agreement may be withheld or granted in the Grantor's sole discretion. The Easement shall not be used in any manner to adversely affect the use, safety, appearance, or enjoyment of the Right-of-Way. No signage shall be permitted in the Easement area unless first approved in writing by Miami-Dade County, and only then, if such signs conform to the requirements, restrictions and prohibitions of the Code of Miami-Dade County, all of which shall be determined in the sole discretion of the Public Works and Waste Management Department (or its equivalent department with jurisdiction over signage at the time of the request). In any event, absolutely no signage will be permitted in the Easement area which is visible to the public traveling along the Right-of-Way (road). At all times, excepting emergencies or temporary closures for repairs, connectivity for vehicular and pedestrian traveling between the East Parcel and the West Parcel must be provided within the Easement area. Throughout the term of this Easement, Grantee shall be jointly and severally liable to the Grantor for the maintenance and other obligations set forth herein, and Grantee and its successors and assigns will not alienate the Easement or otherwise interfere with the connectivity between the East Parcel and West Parcel. The Improvements made in the Easement area shall be owned by Grantee, subject to the terms set forth herein; provided however that any improvements made to the Right-of-Way, outside of the Easement area, shall be owned by Grantor.

Section 6. Obligations.

a. Taxes - Grantee shall be responsible for all state, county, city, and local taxes that may be assessed against the Easement area during the term of this Easement, including the subsurface airspace and Improvements, and including real property taxes, impact fees, and special assessments, if any. Grantee acknowledges that for purposes of taxation, any portion of the Improvements located in the Easement area utilized for retail or commercial activity shall be taxable in the same manner as a non-exempt leasehold interest, and shall not be exempt from taxation under Florida Statute Section 196.199 or other applicable law, notwithstanding the County's ownership interest in the Easement area. Any Improvements located in the Easement area constructed to be utilized for retail, restaurant, or commercial activity shall be subject to payment of Road Impact Fees, if applicable, pursuant to Section 33-E of the Miami-Dade County Code.

b. Repairs and Damage - Grantee shall pay for any and all repairs or damage to the Right-of-Way or the Burdened Property as a result of the use of the Easement. The Grantor shall be responsible for no cost, claim, or lien resulting from the use of the Easement.

c. Hazardous Materials - Grantee is responsible for any hazardous materials found in the Easement, except to the extent any such hazardous materials are caused by the Grantor. In the event that such hazardous materials are found, the burden of proving that such hazardous materials are caused by the Grantor shall be upon the Grantee. Grantor reserves the right to test the Easement area at its own expense for hazardous materials at any time, upon written notice. The term "hazardous materials" shall mean any hazardous or toxic substances, material, waste, solid waste, or debris of any kind as defined by the Environmental Protection Agency and any federal, state, or local laws. Grantee shall, at Grantee's sole cost and expense, promptly and diligently complete any and all audits, assessments, clean-ups, and monitoring of the Easement area required by provisions of this section. Grantee shall not permit any vehicle to carry flammable, explosive, or combustible liquids into or onto the Easement area. This section survives the termination of this Easement.

d. Maintenance – Except as specifically set forth otherwise in this Easement, Grantee shall be responsible to maintain repair and replace the Improvements, and to maintain and keep in a clean and safe condition the Easement area, including but not limited to a condition free of dirt, rubbish, graffiti, debris, abandoned vehicles, loose building materials, loose surface finishes, and obstructions. Additionally, Grantee shall be responsible for maintaining and repairing the Right-of-Way, including but not limited to drainage, lighting, curb and gutter, sidewalks, pavement, pavement marking, and all those structural elements necessary to support the integrity of the Right-of-Way. Such maintenance will be accomplished in a manner so as not to cause any interference with the operation of the roadway and transportation use of the Right-of-Way and the free flow of pedestrian and vehicular traffic thereon, unless prior arrangements have been made in writing between the parties, which agreement may be granted or withheld in the sole discretion of the Grantor. Any repair shall be at least similar or equal in quality and class to the original work. The Grantor has the right, but not the obligation, to enter the Easement area to inspect the condition of same. In the event that Grantee fails to so maintain or repair the Right-of-Way or the Improvements, the Grantor shall provide notice of such failure to Grantee, and if Grantee fails to cure such maintenance or repair issue within a reasonable period of time (such time frame to be determined in Grantor's discretion), then the Grantor, through its duly authorized representatives, employees, and contractors, has the right but not the obligation to perform such work, and the cost thereof shall be chargeable to Grantee and shall immediately be due and payable to the Grantor upon the performance of such work and Grantee's receipt of an invoice thereof.

e. Security - Grantee is solely responsible for the personal safety of its employees, invitees, or any other person entering the Easement area, as well as any equipment or personalty installed or brought into the Easement area. The Grantor assumes no responsibility for the safety of such persons, equipment or personalty.

f. Utilities – All costs and expenses relating to utilities shall be borne by and shall be the sole responsibility of Grantee.

To the extent that the Grantee has outstanding obligations under this Section 6 which accrued prior to the termination of this Easement, the provisions of Section 6, as applicable, survive the termination of this Easement.

Section 7. Consideration. As consideration for the granting of the Easement, Grantee shall pay to the Grantor the sum of $802,362.00 due upon the Commencement Date.

Section 8. Indemnification. Grantee shall indemnify and hold harmless the Grantor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Easement by Grantee or its employees, agents, servants, partners principals or subcontractors, or from the use of the Easement, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantor, where applicable, including appellate proceedings, and shall pay all reasonable costs, judgments, and attorney's fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Easement or otherwise provided by Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Grantor or its officers, employees, agents and instrumentalities as herein provided. It is understood that Grantor assumes no responsibility for the personal safety of any persons, equipment, or personal property brought into or installed upon the Easement Area, including any loss, theft, damage, or injury. Grantee shall promptly notify the Grantor of any loss, damage, injury or death arising out of or in connection with the Easement or occurring on the Easement area. This obligation survives the termination of this Easement.

Section 9. Insurance. Grantee shall, at its expense, maintain at all times during the term of this Easement, and Grantee shall furnish to the Grantor Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

a. Worker's Compensation Insurance for all employees of the Grantee as required by Chapter 440, *Florida Statutes*.

b. Commercial General Liability Insurance, on a comprehensive basis, in an amount not less than $50,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this Easement in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ: **MIAMI-DADE COUNTY**
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Grantee of liability and obligation under this Section or under any other Section of this Easement.

Section 10. Grantee's Right to Transfer. The Easement granted herein may only be conveyed as an easement appurtenant to the Benefited Property and shall not be subdivided or sold separately from the Benefited Property without the prior consent of the Grantor. Any sale, assignment or transfer of Grantee's interest in this Easement shall be made expressly subject to the terms, covenants and conditions of this Easement, and such transferee shall expressly assume all of the obligations of Grantee under this Easement, and agree to be subject to all conditions and restrictions to which Grantee is subject. In the event of a transfer of Grantee's interests in this Easement, or any part thereof, Grantee shall deliver written notice to Grantor of such transfer, together with a copy of the transfer agreement (if applicable). Grantee, its successors, assigns, or transferees, shall be prohibited from transferring this Easement, or any right or obligation thereunder, to a party that is on the Miami-Dade County Delinquent Vendor List or Disbarment List, or its then equivalent, without the prior written consent of Grantor. Upon the transfer by Grantee, Grantee shall be released from future obligations which may occur during the unexpired term of this Easement. However, nothing in this Easement shall abrogate Grantee's obligation to pay any sums due to the Grantor which accrued prior to the effective date of such transfer, or obligations or liabilities occurring prior to the date of transfer, and the Grantor shall always have the right to enforce collection of such sums due and to enforce obligations from Grantee which accrued prior to the transfer and in accordance with the terms of this Easement unless written consent is obtained from the Grantor.

Section 11. Representations and Warranties. Grantee hereby represents and warrants to the Grantor that it has full power and authority to enter into this Easement and perform in accordance with its terms and provisions and that the parties signing this Easement on behalf of Grantee have the authority to bind Grantee and to enter into this transaction and Grantee has taken all requisite action and steps to legally authorize it to execute, deliver and

perform pursuant to this Easement. Grantor neither warrants title to the property conveyed herein nor guarantees the suitability of any of the lands for a particular use.

Section 12. Binding Effect/Rights of Occupants. All terms and provisions of this Easement are binding upon the parties hereto and their respective successors and assigns. Further, all terms and provisions of this Easement and all rights, privileges, benefits and burdens created hereunder are covenants running with the lands described herein, binding upon and inuring to the benefit of the parties hereto, their respective heirs, successors, successors-in-title, legal representatives and assigns. Subject to the limitations and conditions set forth herein, Grantee may create such rules and regulations as deemed necessary or appropriate by Grantee, including the right to regulate the hours and days for access to the Easement areas. No independent rights shall be created by this Easement as to any Occupant. For purposes of this Easement, the term "Occupant" shall mean tenants, subtenants, assignees, licensees, invitees, contractors, agents or licensees who, from time to time, is entitled to use or occupy all or any portion of the Easement areas under an agreement, lease, sublease, assignment, concession, license, or other similar agreement with Grantee.

Section 13. Construction of Agreement. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Easement and that, accordingly, no court construing this Easement shall construe it more stringently against one party than the other.

Section 14. Governing Law/Venue. This Easement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Easement shall be Miami-Dade County, Florida.

Section 15. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are received at the addressee's address set forth below, whether same are personally delivered, mailed by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, delivered by Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Grantor: Miami-Dade County, a political subdivision of the State of Florida
Public Works and Waste Management Division
111 N.W. 1st Street, 16th Floor
Miami, Florida 33128-1993
Fax: (305) 375-3070
Attn: Director, Public Works and Waste Management

To Grantee: Swire Properties
501 Brickell Key, Suite 600
Miami, Florida 33131
Attention Christopher Gandolfo

With a copy to: Akerman Senterfitt
One SE Third Avenue, 25th Floor
Miami, Florida 33131
Attention: Neisen Kasdin, Esq. and T. Spencer Crowley, Esq.

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. Should the Easement be sold or transferred, on the date of the closing, Grantee shall identify the party and address to whom such notice shall be provided in the future, and shall record same in the public records.

Section 16. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Easement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Easement..

Section 17. Successors and Assigns. This Easement runs with the land and shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

Section 18. Recording. This Easement shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of Grantee.

Section 19. Consents. Whenever in this Easement the consent or approval of the Grantor is required, such consent or approval, shall be made (so long as the Grantor is Miami-Dade County) by the County Mayor or its designee on behalf of the Grantor and: (a) shall not be effective unless it is in writing; and (b) shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Grantee of the obligation of obtaining the Grantor's prior written consent or approval to any future similar act or transaction.

Section 20. Grantor's Rights as Sovereign. It is expressly understood that, notwithstanding any provision of this Easement and Grantor's sovereign status hereunder (if applicable): (a) the Grantor retains all of its sovereign prerogatives and rights as a county under Florida laws and shall not be estopped from withholding or refusing to issue any approvals of and applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the improvements provided for herein, and (b) the Grantor is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature.

Section 21. Severability. If any provision of this Easement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Easement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed in its name by the County Mayor; as authorized by the Board of County Commissioners, and the Grantee has caused this Easement to be executed by its duly authorized representative all as of the Effective Date.

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

GRANTOR

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY

By:_____
Name:
Title:

By:_____
Name:
Title:

_____
Approved as to form and legal sufficiency

Print Name:_____

The foregoing was accepted and approved on the ____ day of _____, 2012, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, a political subdivision of the State of Florida.

ATTEST: HARVEY RUVIN,
Clerk of said Board

By:_____
Deputy Clerk

GRANTEE

WITNESSETH:

BRICKELL CITICENTRE WEST, LLC. A FLORIDA LIMITED LIABILITY COMPANY

Karina Rouco
signature

Karina Rouco
print name

signature

Erika D. Tejeda
print name

By:

signature of managing member VP

Chris Gandolfo
print name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4 day of May, 2012, by Christopher Gandolfo, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

Notary Public

Erika D. Tejeda
print name

ERIKA D. TEJEDA
MY COMMISSION # DD 902299
EXPIRES: July 6, 2013
Bonded Thru Notary Public Underwriters

Serial Number

{24166970;67}

GRANTEE

WITNESSETH:

BRICKELL CITICENTRE EAST, LLC. A FLORIDA LIMITED LIABILITY COMPANY

Karina Rouco
signature

Karina Rouco
print name

Erika D Tejeda
signature

Erika D Tejeda
print name

By:

signature of managing member V.P.

Chris Gandolfo
print name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4 day of May ,2012, by Christopher Gandolfo, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

Erika D Tejeda
Notary Public

Erika D. Tejeda.
print name

ERIKA D. TEJEDA
MY COMMISSION # DD 902299
EXPIRES: July 6, 2013
Bonded Thru Notary Public Underwriters

Serial Number

{24166970;67}

EXHIBIT "A-1"
"BURDENED PROPERTY"

SUBSURFACE EASEMENT

LEGAL DESCRIPTION:

A portion of South Miami Avenue, lying directly adjacent to Lots 1, 2, 3, 22, 23 and 24, Block 53S, "MIAMI", according to the plat thereof, as recorded in Plat Book B at Page 41 and Lots 1 and 9, Block 106S, S.L. & J.B. PATTERSON AND J.F. & B.T. OLIVE SUBDIVISION, according to the plat thereof, as recorded in Plat Book B at Page 77, and also a portion of said Lots 1, 2, 3, 22, 23 and 24, Block 53S and said Lots 1 and 9, Block 106S, all being recorded in the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

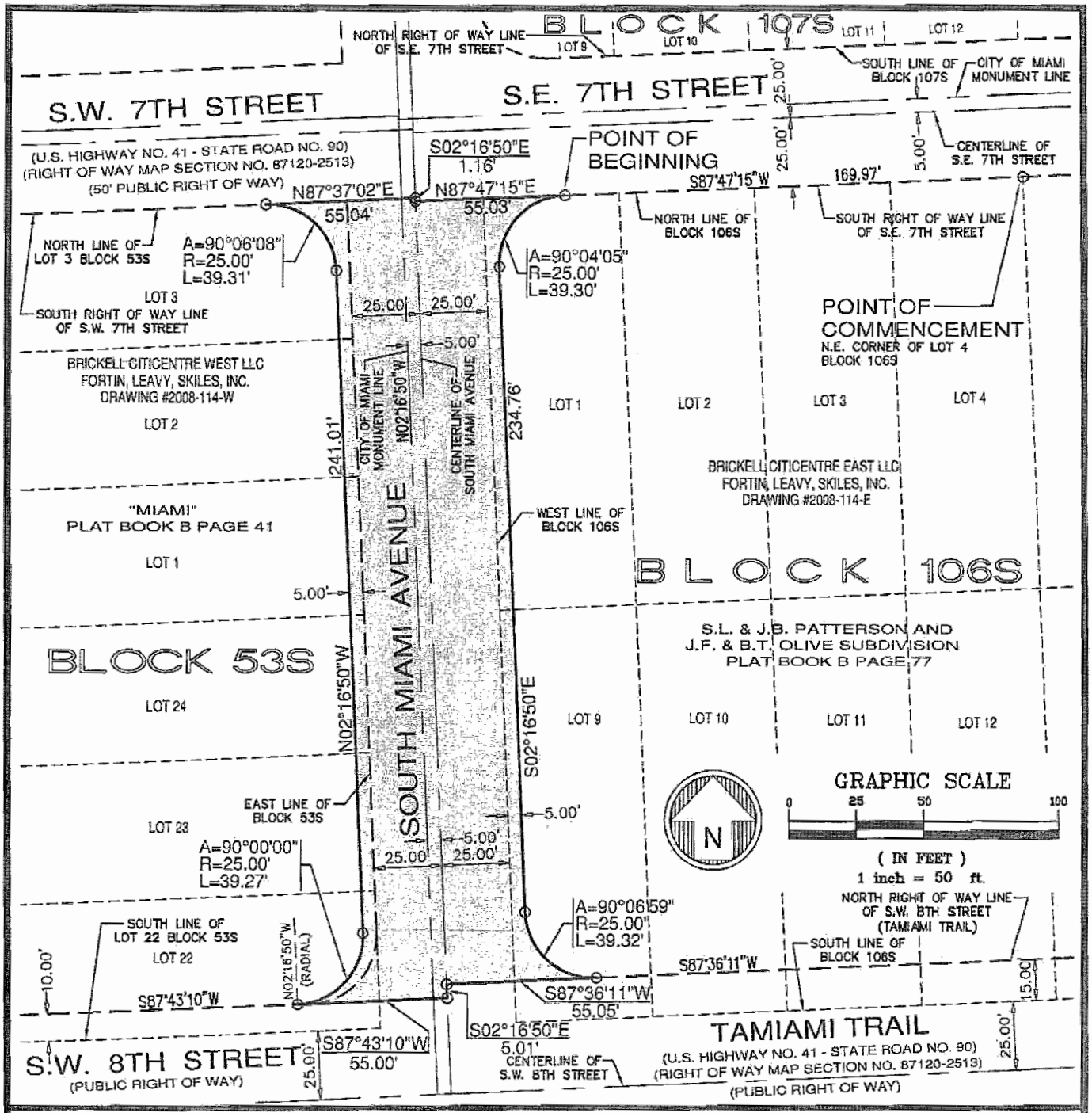
Commence at the Northeast corner of Lot 4 of said Block 106S; thence S 87°47'15" W along the North line of Lots 1, 2, 3 and 4 of said Block 106S, also being the South right of way line of said S.E. 7th Street for 169.97 feet to the Point of Beginning, also being a point of curvature; thence Southwesterly along a 25.00 radius curve leading to the left through a central angle of 90°04'05" for an arc distance of 39.30 feet to a point of tangency; thence S 02°16'50" E along a line 5.00 feet East of and parallel with the West line of said Lots 1 and 9, Block 106S for 234.76 feet to a point of curvature; thence Southeasterly along a 25.00 radius curve leading to the left through a central angle of 90°06'59" for an arc distance of 39.32 feet to a point of cusp; thence S 87°36'11" W for 55.05 feet; thence S 02°16'50" E along the centerline of said South Miami Avenue for 5.01 feet; thence S 87°43'10" W for 55.00 feet to a point on a circular curve concave to the Northwest and whose radius point bears N 02°16'50" W; thence Northeasterly along a 25.00 radius curve leading to the left through a central angle of 90°00'00" for an arc distance of 39.27 feet to a point of tangency; thence N 02°16'50" W along a line 5.00 feet West of and parallel with the East line of said Lots 22, 23, 24, 1, 2 and 3, Block 53S for 241.01 feet to a point of curvature; thence Northwesterly along a 25.00 radius curve leading to the left through a central angle of 90°06'08" for an arc distance of 39.31 feet to a point of cusp, said point lying on said South right of way line of S.W. 7th Street, also being the North line of said Lot 3, Block 53S; thence N 87°37'02" E along said South right of way line of S.W. 7th Street and North line of said Lot 3, Block 53S and its Easterly prolongation thereof for 55.04 feet; thence S 02°16'50" E along said centerline of South Miami Avenue for 1.16 feet; thence N 87°47'15" E along said South right of way line of S.E. 7th Street and North line of said Lot 1, Block 106S and its Westerly prolongation thereof for 55.03 feet to the Point of Beginning.

The above described perimetrical boundary being between elevation -4.0 feet and -100.0 feet, relative to the National Geodetic Vertical Datum of 1929.

Drawn By	MAP	LEGAL DESCRIPTION	Date 4/3/12
Cad. No.	111096	FORTIN, LEAVY, SKILES, INC.	Scale NOT TO SCALE
Ref. Dwg.	2008-114	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No. 111096
REV.1	120145	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No. 1011-069-1A
Plotted:	4/3/12 8:35a	180 Northeast 168th Street / North Miami Beach, Florida 33162	Sheet 1 of 6
		Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

EXHIBIT "A-2"
(1 OF 2)
"BURDENED PROPERTY"

SUBSURFACE EASEMENT



Drawn By: MAP	SKETCH OF DESCRIPTION	Date: 4/3/12
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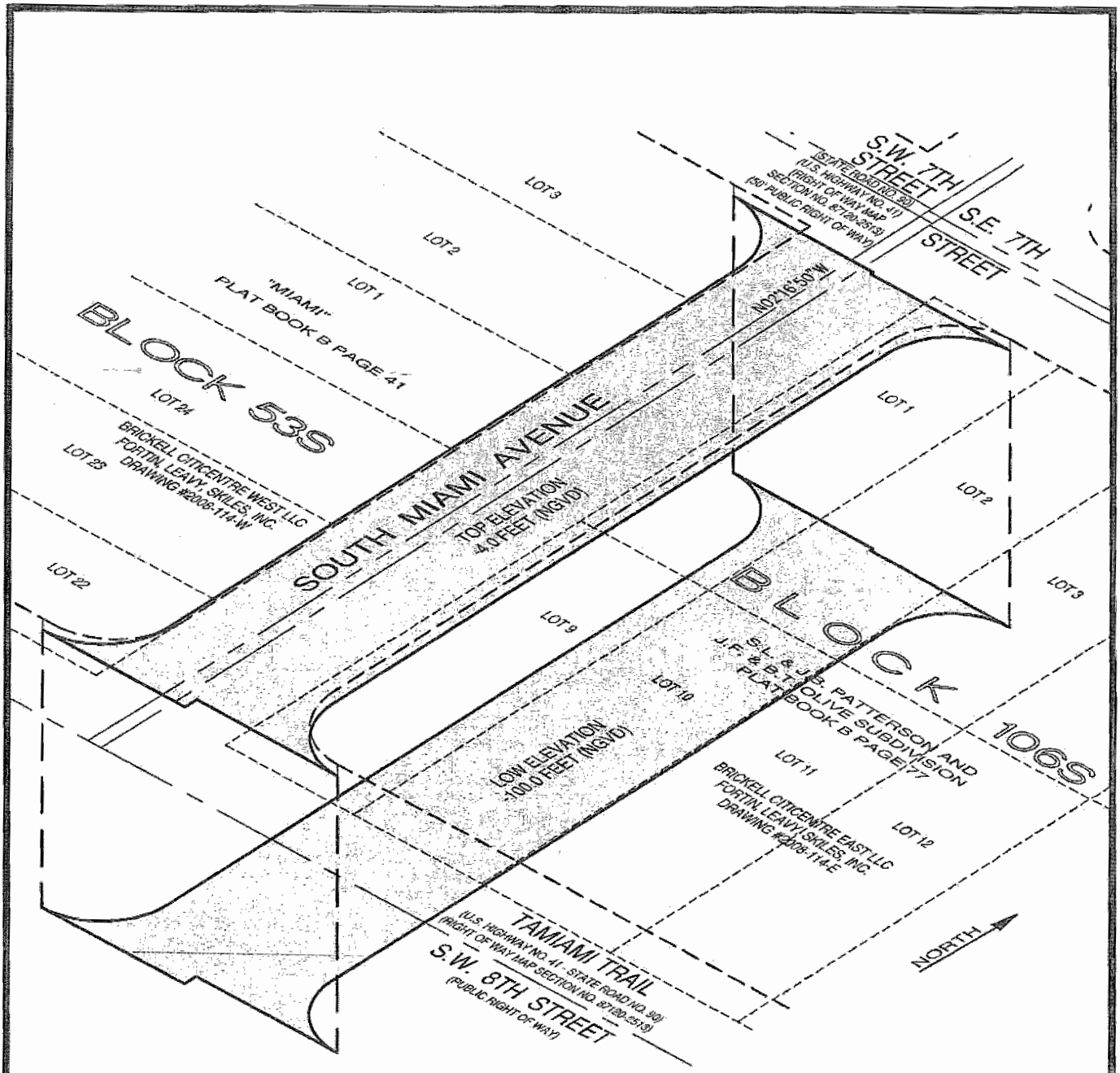
Ref. Dwg.: 2008-114	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No.: 111096
REV.1 120145	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No.: 1011-069-1A
Plotted: 4/3/12 8:35a	180 Northeast 168th Street / North Miami Beach, Florida 33162	Sheet 3 of 6
	Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

EXHIBIT "A-2"
(2 OF 2)
"BURDENED PROPERTY"

SUBSURFACE EASEMENT



SUBTERRANEAN PARCEL UNDER SOUTH MIAMI AVENUE

Drawn By	MAP	SKETCH OF DESCRIPTION	Date 4/3/12
Cad. No.	111096	FORTIN, LEAVY, SKILES, INC.	Scale NOT TO SCALE
Ref. Dwg.	2008-114	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No. 111096
		FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No. 1011-069-1A
Plotted:	4/3/12 8:35a	180 Northeast 168th Street / North Miami Beach, Florida 33162	Sheet 5 of 6
		Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

EXHIBIT "B-1"

(1 of 2)

"BENEFITED PROPERTY"

East Parcel:

Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14 and 15, in Block 106S, of S.L. & J.B. PATTERSON AND J.F. & B.T. OLIVE SUBDIVISION, according to the plat thereof as recorded in Plat Book B, at Page 77, of the Public Records of Miami-Dade County, Florida.

LESS:

Those portions of Lots 1, 9, 10, 11, 12, 13, 14 and 15, Block 106S, of S.L. & J.B. PATTERSON AND J.F. & B.T. OLIVE SUBDIVISION, according to the plat thereof as recorded in Plat Book B, at Page 77, of the Public Records of Miami-Dade County, Florida, lying in Section 38, Township 54 South, Range 41 East, and more particularly described as follows:

BEGIN at the Southwest corner of said Lot 9; Thence run N 02°16'51" W along the Westerly Boundary of said Lots 9 and 1, for a distance of 299 .90 feet to the point of intersection with the Northerly Boundary of said Lot 1; Thence run N 87°47' 15" E along said Northerly boundary of Lot 1 for a distance of 30.03 feet to a point of cusp and curvature of a circular curve concave to the Southeast and having a radius of 25.00 feet and a tangent bearing of S 87°35'49" W; Thence turning 180°, run Westerly, Southwesterly and Southerly along said curve to the left through a central angle of 90°04'06" for an arc length of 39.30 feet to a point of tangency on a line that is 5.00 feet Easterly and parallel with the Westerly Boundary of said Lots 1 and 9; Thence run S02°16'51" E along said line that is 5.00 feet Easterly and parallel to said Westerly Boundary of Lots 1 and 9, for a distance of 234.80 feet to the point of beginning of a circular curve concave to the Northeast and having for its elements a radius of 25.00 feet and tangent bearing of N02°16'51"E; Thence run Southerly, Southeasterly and Easterly along the arc of said circular curve to the left, through a central angle of 90°07'20" for an arc distance of 39.32 feet to the point of tangency and a point on a line that is 15.00 feet Northerly and parallel with the Southerly Boundary of said Lots 9, 10, 11, 12, 13, 14 and 15; Thence run N 87°35'49" E along said line that is 15.00 feet Northerly and parallel to the Southerly boundary of Lots 9, 10, 11, 12, 13, 14 and 15, for a distance of 319.95 feet to a point on the Easterly Boundary of said Lot 15; Thence run S 02°16'51"E along said Easterly boundary of said Lot 15, for a distance of 15.00 feet to the Southeast Corner of said Lot 15; Thence run S 87°35'49" W along said Southerly boundary of Lots 9, 10, 11, 12, 13, 14 and 15, for a distance of 350.00 feet to the POINT OF BEGINNING.

TOGETHER WITH:

West Parcel:

Lots 1, 2, 3, in Block 53S, of AMENDED PLAT OF BLOCK 38A AND THE NORTH 1/2 OF BLOCK 53S CITY OF MIAMI, according to the plat thereof as recorded in Plat Book 1, at Page 74, of the Public Records of Miami-Dade County, Florida.

AND

Lots 4, 5, 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 22, 23, and 24, in Block 53S, of MAP OF MIAMI, DADE CO, FLA., according to the plat thereof as recorded in Plat Book B, at Page 41, of the Public Records of

EXHIBIT "B-1"

(2 of 2)

Miami-Dade County, Florida; LESS the South 10 feet of the West 55 feet of said Lot 22 and LESS the South 10.00 feet of said Lots 16, 17, 18,19,20,21 and 22.

The East 50 feet of Lots 10, 11 and 12 in Block 53S, AMENDED PLAT OF BLOCKS 38A AND THE NORTH HALF OF BLOCK 53S CITY OF MIAMI, according to the plat thereof as recorded in Plat Book 1, at Page 74, of the Public Records of Miami-Dade County, Florida.

AND

The East 50 feet of Lots 13, 14, and 15, Block 53S, MAP OF MIAMI, DADE CO, FLA., according to the plat thereof as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, less the South 10 feet thereof.

LESS THEREFROM

The East 5 feet of Lots 1, 2, and 3, in Block 53S of AMENDED PLAT OF BLOCK 38A AND THE NORTH 1/2 OF BLOCK 53S CITY OF MIAMI, according to the plat thereof as recorded in Plat Book 1, at Page 74, of Public Records of Miami-Dade County, Florida,

LESS ALSO

The East 5 feet of Lots 22, 23, 24 Block 53S of A.L. KNOWLTON'S MAP OF MIAMI, as recorded in Plat Book B, Page 41 of the Public Records of Miami Dade County, less the South 10 feet of said Lot 22,

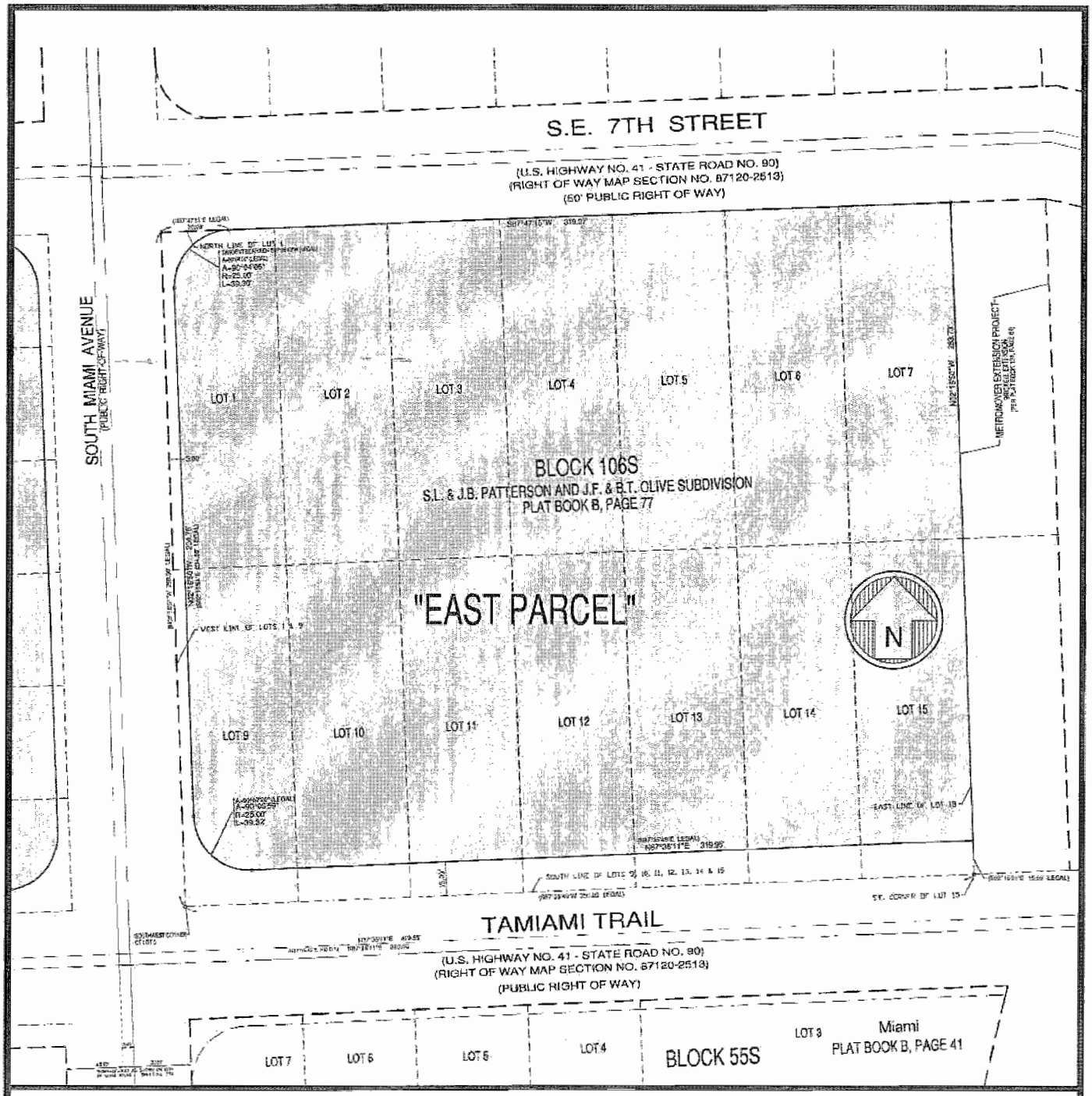
LESS ALSO

All that part which lies within the external area formed by a 25 foot radius curve concave to the Southwest, tangent to the West line of the East 5 feet of said Lot 3, Block 53S, and tangent to the North line of said Lot 3, Block 53S,

LESS ALSO

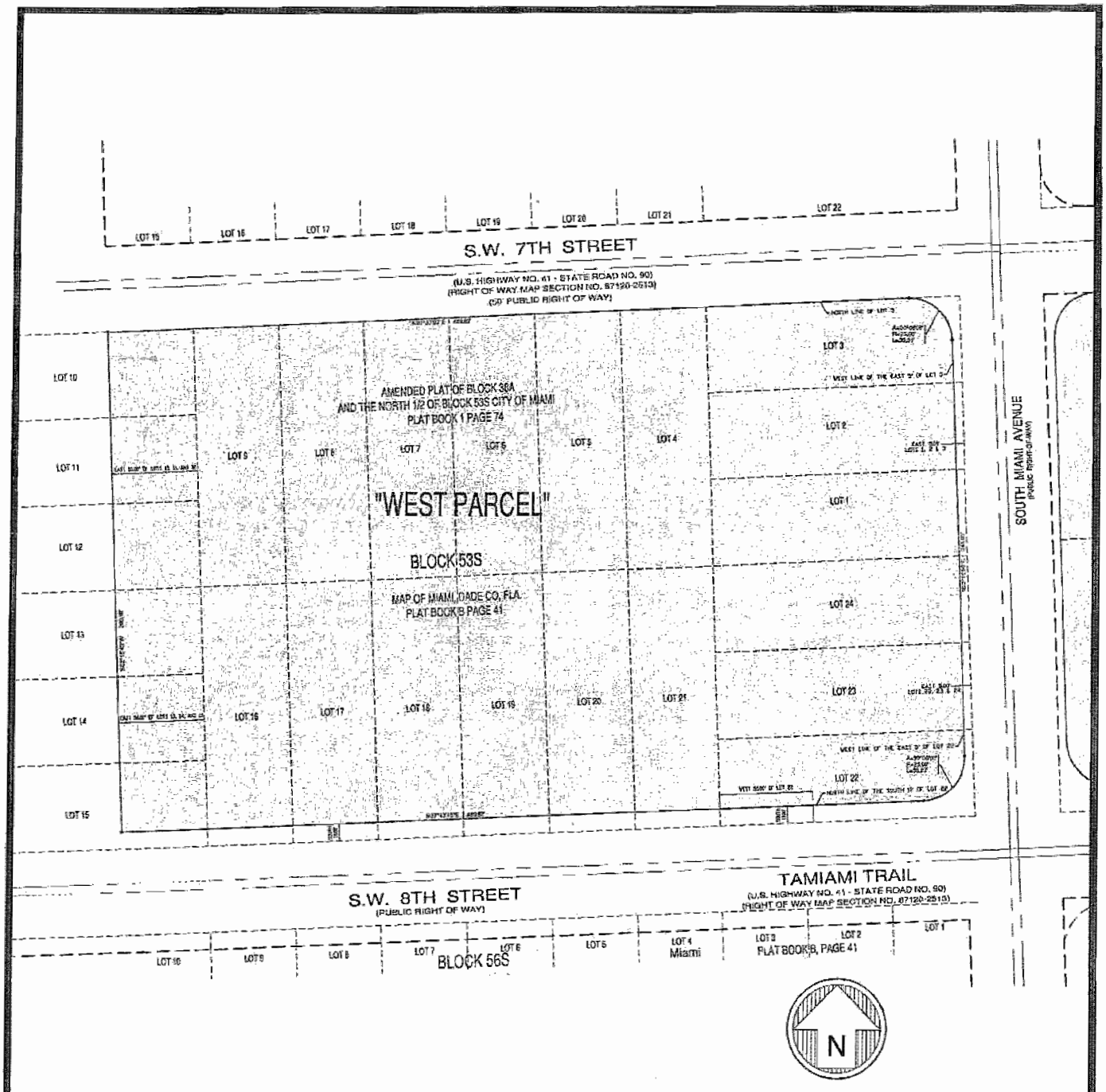
All that part which lies within the external area formed by a 25 foot radius curve concave to the Northwest, tangent to the West line of the East 5 feet of said Lot 22, Block 53S, and tangent to the North line of the South 10 feet of said Lot 22, less that portion previously dedicated for right of way.

EXHIBIT "B-2"
(1 OF 2)
"BENEFITED PROPERTY"



Drawn By: MAP	**LOCATION SKETCH**	Date: 4/3/12
Cad. No.: 111096	FORTIN, LEAVY, SKILES, INC.	Scale: 1" = 60'
Ref. Dwg.: 2008-114	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No.: 111096
REV.1 120145	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No.: 1011-069-1A
Plotted: 4/3/12 8:35a	180 Northeast 168th Street / North Miami Beach, Florida 33162	Sheet: 4 of 6
	Phone 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com	

EXHIBIT "B-2"
(2 OF 2)
"BENEFITED PROPERTY"



Drawn By: MAP	**LOCATION SKETCH**	Date: 4/3/12
Cad. No.: 111096	**FORTIN, LEAVY, SKILES, INC.**	Scale: 1" = 80'
Ref. Dwg.: 2008-114	CONSULTING ENGINEERS, SURVEYORS & MAPPERS	Job. No.: 111096
REV.1 120145	FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653	Dwg. No.: 1011-069-1A
Plotted: 4/3/12 8:35a	180 Northeast 168th Street / North Miami Beach, Florida 33162	Sheet 4 of 6
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