

MEMORANDUM

Agenda Item No. 8(L)(1)

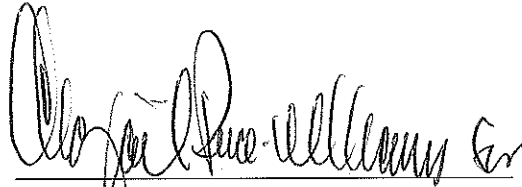
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 2, 2013

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

SUBJECT: Resolution authorizing the
execution of a Memorandum of
Agreement between Miami-Dade
County, the Florida Department
of Transportation and the Town
of Medley

The accompanying resolution was prepared by Public Works and Waste Management Department and placed on the agenda at the request of Prime Commissioner Jose "Pepe" Diaz.



R. A. Cuevas, Jr.
County Attorney

RAC/smm

Memorandum



Date: April 2, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

Subject: Resolution Authorizing Execution of a Memorandum of Agreement Between Miami-Dade County, The Florida Department of Transportation, and the Town of Medley for the necessary rights-of-way acquisition prior to the Construction of NW 87 Avenue Between NW 74 Street and NW 103 Street.

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the execution of a Memorandum of Agreement (MOA) between Miami-Dade County (County), The Florida Department of Transportation (FDOT) and the Town of Medley (Town) for the necessary rights-of-way acquisition prior to the construction of NW 87 Avenue between NW 74 Street and NW 103 Street (Project).

Scope

The Project is located within Commissioner Jose 'Pepe' Diaz' Commission District 12. The County has jurisdiction over NW 87 Avenue along the west side from NW 74 Street to NW 90 Street. The Town has jurisdiction over NW 87 Avenue along the east side from NW 74 Street to NW South River Drive and over NW 87 Avenue along the west side from NW 90 Street to NW South River Drive.

Fiscal Impact/Funding Source

There is no fiscal impact to the County for the rights-of-way acquisition and for the construction of the Project. The County's rights-of-way have been dedicated by the adjacent property owners and FDOT will build and fund the construction of the Project. The Project's funding has been identified under FDOT Financial Project Number 405615-3-52-01. It is the intention of the parties to this MOA that the County shall assume responsibility for the maintenance of NW 87 Avenue from NW 74 Street to Okeechobee Road after acceptance of the Project by the Public Works and Waste Management Department (PWWM). The acceptance of the Town's rights-of-way and road maintenance shall be accomplished via a transfer agreement which must be approved by the Town and the BCC through future resolutions. After the road is accepted by the County, the yearly maintenance cost is estimated at \$49,000 which will be funded through PWWM's General Fund allocation.

Track Record/Monitor

The MOA establishes the responsibilities of each party. The implementing County agency is PWWM, and the Project Manager responsible for monitoring this Project is Mr. Octavio Marin, P.E., Highway Division, Plans Review Section.

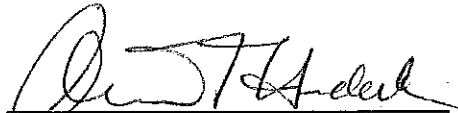
Background

In July of 2000 FDOT prepared a Project Development and Environmental Study (PD&E) which evaluated corridor alternatives for the Project and concluded that the subject location offered the best potential for the project's needs. The segment of NW 87 Avenue from NW

58 Street to NW 103 Street is primarily a north-south urban principal arterial roadway, with an adjacent industrial and commercial use. The proposed improvements are consistent with the Miami-Dade County Metropolitan Planning Organization, 2012 Transportation Improvement Program.

The construction of the portion of NW 87 Avenue from NW 58 Street to NW 74 Street has been completed by FDOT under project FM No. 405615-2-52-01 and was subsequently transferred to the County for maintenance. The current design for the project is being done by the FDOT and calls for provisions for a four (4) lane urban section, signing and pavement markings, conventional roadway lighting, seven (7) signalized intersections, and a bridge crossing the Miami Canal (South Florida Water Management District C-6 Canal). There is a Florida East Coast railroad crossing about 1.3 miles north of the NW 74 Street intersection.

At the request of the Town, FDOT prepared the MOA for the Project which was subsequently executed by the Town. FDOT will proceed with the construction of the Project once the MOA is executed by the County and FDOT. Prior to commencement of construction, all necessary rights-of-way need to be dedicated by the affected property owners. The County's rights-of-way have been dedicated by the adjacent property owners, and the Town will endeavor to acquire the rights-of-way by March 1, 2013. The area of the project from Okeechobee Road to NW 103 Street is currently under the jurisdiction of the City of Hialeah Gardens (CITY) and will remain under their jurisdiction and maintenance once the Project is completed. A separate agreement between FDOT and the CITY will establish responsibilities for these parties for this segment of the roadway.



Alina T. Hudak
Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: April 2, 2013

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

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor'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(L)(1)
4-2-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF MEDLEY FOR THE NECESSARY RIGHTS-OF-WAY ACQUISITION PRIOR TO THE CONSTRUCTION OF NW 87 AVENUE BETWEEN NW 74 STREET AND NW 103 STREET

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the execution of a Memorandum of Agreement between Miami-Dade County, the Florida Department of Transportation and the Town of Medley for the necessary rights-of-way acquisition prior to the Construction of the NW 87 Avenue between NW 74 Street and NW 103 Street; and authorizes the County Mayor or the County Mayor's designee to execute same for an on behalf of Miami-Dade County, and to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of April, 2013. 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.

Handwritten signature of Jason E. Bloch, consisting of stylized initials and the letters "JEB".

Jason E. Bloch

**MEMORANDUM OF AGREEMENT
BETWEEN
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION,
MIAMI-DADE COUNTY
AND
TOWN OF MEDLEY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, 'Agreement') is made and entered into this ____ day of _____, 20__, between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the 'DEPARTMENT'; **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, acting by and through its Public Works and Waste Management Department, hereinafter referred to as the 'COUNTY' and the **TOWN OF MEDLEY**, a municipal corporation of the State of Florida, hereinafter referred to as the 'TOWN'.

RECITALS:

WHEREAS, all the above listed parties ("Parties") are involved in various degrees in the design, construction and/or acceptance of the project encompassing NW 87th Avenue from NW 74th Street to NW 103rd Street, as described in DEPARTMENT Financial Project Number 405615-3-52-01 (the "Project"); and

WHEREAS, the TOWN has jurisdiction over NW 87th Avenue along the east side from NW 74th Street to NW South River Drive and over NW 87th Avenue along the west side from NW 90th Street to NW South River Drive; and

WHEREAS, the COUNTY has jurisdiction over NW 87th Avenue along the west side from NW 74th Street to NW 90th Street; and

WHEREAS, the COUNTY and the DEPARTMENT have agreed to have the TOWN endeavor to acquire the right-of-way on NW 87th Avenue from NW 90th Street to NW South River Drive, in compliance with the attached Exhibit "A", 'Right-of-Way Scope of Services', which is herein incorporated by reference; and

WHEREAS, the Agreement pertains to the acquisition of right-of-way parcels from third parties which are located within the streets and boundaries identified above, hereinafter referred to as the 'PROPERTY', and which are more specifically described in the attached Exhibit "C", 'Property' ; and

WHEREAS, this Agreement shall serve the purpose of defining each party's responsibility; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to **Section 334.044, Florida Statutes (F.S.)**;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the Parties agree as follows:

1. TOWN'S RESPONSIBILITIES

1.1 Right- of-Way Acquisition

- a. The TOWN will endeavor to acquire all the PROPERTY within the TOWN's jurisdiction in accordance with the Uniform Standards of Professional Appraisal Practice, the Federal Uniform Act and be in compliance with 49 CFR part 24, all state laws and rules applicable to the TOWN and as outlined in the attached Exhibit "A", ' Right-of-Way Scope of Services'.
- b. The TOWN will endeavor to acquire the title to the PROPERTY within its jurisdiction, which has not yet been acquired free of encumbrances and encroachments, by no later than March 1, 2013.
- c. The TOWN will certify via affidavit the acquired right-of-way within the TOWN's jurisdiction, in accordance with the requirements in Exhibit "A".
- d. It is the parties intention that after 1) the TOWN has acquired the right-of-way required to build the Project within the TOWN's limit, 2) the DEPARTMENT has completed construction of the Project, and 3) the COUNTY has inspected the Project and found it to be acceptable, the TOWN shall convey the rights-of-way on, and transfer jurisdiction as to, those segments of the Project located within the TOWN, with the exception of the railroad crossing, to the COUNTY, in accordance with **Section 335.0415, F.S.** However, it is further intended that the foregoing shall be accomplished via a transfer agreement, or other future agreement between the TOWN and COUNTY, which must be approved by the TOWN Council and the COUNTY Board of Commissioners, respectively.

This paragraph creates no rights or obligations on the parties, but rather is merely a reflection of their present expectations.

- e. The TOWN shall acquire all necessary license and construction easements agreements necessary for the Project. A copy of Sample License Agreement, Temporary Construction Easement Agreement and Perpetual Easement Agreement is attached hereto as Exhibit "B", 'Sample License, Temporary Easement & Perpetual Easement Agreements' and incorporated herein as Exhibit "B1", 'License and Easement Agreement Areas'.
- f. The TOWN shall be responsible for the acquisition of a Highway-Rail grade crossing agreement from the Florida East Coast (FEC) Railway Company ('the Railroad'), at NW 87 Avenue between railroad mileposts ML 2+4846' and ML 2+1950' in the Town of Medley, and shall assume liability and responsibility for the security and maintenance of the railroad crossing thereon (including maintenance or other requirements identified by the Railroad).
- g. The TOWN shall certify to the DEPARTMENT its ownership of the right-of-way on the properties identified on Exhibit "C2".

1.2 Legal Descriptions and Sketches

- a. The TOWN shall provide to the COUNTY all the recorded deeds of the dedicated parcels required for the Project.
- b. The TOWN shall represent, warrant certify via affidavit to the DEPARTMENT, incorporating a sketch with legal description, that all rights-of-way indicated thereon are public rights-of-way in the jurisdiction of the TOWN.

1.3 Permits

- a. The TOWN agrees to be a co-applicant and shall review and sign permit applications as co-applicant as required by all applicable permitting authorities, including, but not limited to, the U.S. Army Corps of Engineers ("USACE"), South Florida Water Management District ("SFWMD") and Miami-Dade County Permitting, Environment and Regulatory Affairs Department (PERA).

- b. The TOWN shall provide proof of ownership in the form of an Attorney's Opinion of Title for the acquired PROPERTY to accompany the permit applications to SFWMD.

1.4 Maintenance/Acquisition Costs

- a. The TOWN shall be responsible for all costs associated with the acquisition of the Railroad crossing including any requirements imposed by Railroad, whether before or after the transfer of the NW 87th Avenue to the COUNTY.
- b. The TOWN shall be responsible for all liability, security, maintenance, and costs of and related to the new NW 87th Avenue railroad crossing, whether before, during or after its creation.
- c. For the sake of clarity, the COUNTY shall have no maintenance responsibility, liability or obligation of any kind with respect to the Railroad acquisition agreement or the railroad crossing at any time.

2. COUNTY'S RESPONSIBILITIES

2.1 Right-of-Way Acquisition

- a. The COUNTY shall certify to the DEPARTMENT its ownership of the rights of way on the PROPERTY identified on Exhibit C1.
- b. The COUNTY will request voluntary consent without compensation from property owners located in the COUNTY's jurisdiction for any access agreements necessary for harmonization of the contemplated competed roadway surface. It is understood that the COUNTY's obligation is limited making requests, and shall have no obligation to obtain such consent or other rights to allow harmonization.

2.2 Legal Descriptions and Sketches

- a. Once the TOWN has acquired the necessary right-of-way within its jurisdiction, the COUNTY shall provide a sketch with legal description of the right-of-way to the TOWN.

2.3 Maintenance

- a. It is the intention of the Parties that upon completion of the Project, and inspection and acceptance by the COUNTY of the right-of-way to be transferred from the TOWN to the COUNTY, the COUNTY shall assume responsibility for the maintenance of NW 87th Avenue, including the bridge crossing the Miami C-6 Canal, with the exception of the railroad crossing, in accordance with Section 335.0415, F.S.
- b. It is the further intention of the Parties that upon completion of the Project and inspection and acceptance by the COUNTY, the COUNTY shall accept the transfer of the Right-of-Way Occupancy Permit to be issued by SFWM for the bridge crossing the Miami (C-6) Canal.
- c. However, it is further intended that the foregoing shall be accomplished via a transfer agreement, or other future agreement between the TOWN and COUNTY, which must be approved by the TOWN Council and the COUNTY Board of Commissioners, respectively. This section 2.4 creates no rights or obligations on the parties, but rather is merely a reflection of their present expectations.

3. DEPARTMENT'S RESPONSIBILITIES

- a. The DEPARTMENT's responsibilities are contingent upon the acquisition of all PROPERTY, as detailed in Exhibit "C", 'Property'; and
- b. The DEPARTMENT's obligation to construct the project shall be contingent upon the Parties entering into an off-system construction agreement, acceptable to the DEPARTMENT and COUNTY (and approved by the COUNTY's Board of Commissioners), which shall address issues relating to the construction of the project, including, but not limited to the following:
 - i. Authorization to construct the project in accordance with approved plans
 - ii. Project schedule
 - iii. Inspection of work
 - iv. Process for approval of required design revisions
 - v. Conflict resolution procedure
 - vi. Notice
 - vii. Venue

- viii. Transfer of maintenance responsibility upon construction completion
- ix. Insurance and Indemnification
- x. Assignment of permit obligations
- xi. Warranty assignment
- xii. Tort liability

3.1 Design Plans and Construction

- a. The DEPARTMENT shall be responsible for the design, permitting and construction of the roadway and bridge project on NW 87th Avenue, subject to the contingencies provided under this Agreement.

3.2 Permits

- a. The DEPARTMENT agrees to be a co-applicant on all applicable permit applications, including, but not limited to, and shall review and sign permit applications as co-applicant.

3.3 The DEPARTMENT shall endeavor to allocate funding for the PROJECT in the DEPARTMENT's Work Program Gaming Cycle of 2013 – 2017.

- a. The DEPARTMENT's obligation is contingent upon annual appropriation by the Florida Legislature.

4. RESOLUTION OF DISPUTES

If the Parties to this agreement are unable to resolve any issue in which they may be in disagreement covered in this agreement, the applicable parties to the dispute will employ dispute resolution procedures pursuant to Chapter 164, F.S., as amended from time to time, or any other mutually acceptable means of alternative dispute resolution. Each party shall bear their own attorney's fees.

5. E-VERIFY

The TOWN shall:

- i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the TOWN during the term of this Agreement; and

- ii. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

The COUNTY shall:

- i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of this Agreement; and
- ii. expressly require any subcontractors performing work or providing services to the COUNTY pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

6. EFFECTIVE DATE AND TERM

This Agreement shall become effective upon the signatures of the Parties. This Agreement may be earlier cancelled by mutual agreement of the Parties, unless otherwise cancelled as provided or allowed by law.

7. NOTICE AND GENERAL CONDITIONS

- a. All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

To the DEPARTMENT: Florida Department of Transportation
1000 NW 111th Avenue, Rm. 6251
Miami, Florida 33172
Attention: Ana Arvelo, P.E.
Project Manager

With Copy to: Florida Department of Transportation

Memorandum of Understanding between the State of Florida Department of Transportation,
Miami-Dade County and Town of Medley

1000 NW 111th Avenue, Rm. 6236
Miami, Florida 33172
Attention: Alicia Trujillo, Esq.
District Chief Counsel

To COUNTY: Miami-Dade County
111 NW 1st Street, Ste. 2910
Miami, Florida 33128
Attention: County Mayor

With Copy to: Miami-Dade County
111 NW 1st Street, Ste. 1500
Miami, Florida 33128
Attention: Highway Division,
Public Works and Waste Management Department

To the TOWN: Town of Medley
7777 NW 72nd Avenue
Medley, Florida 33166
Attention: Town Mayor

- b. Title and Paragraph headings are for convenience of the reader only and are not intended to be a part of the substance of the Agreement, to be used to construe the meaning of the remaining portions of the Agreement, or to confer any rights or obligations upon the parties to this Agreement.

8. APPROPRIATIONS

The DEPARTMENT's performance and obligation to pay under this Agreement is contingent upon annual appropriation by the Legislature. Notwithstanding any other provision hereof, this Agreement is subject to the provisions of Section 339.135, F.S., to with:

"The department [Florida Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be

Memorandum of Understanding between the State of Florida Department of Transportation,

Miami-Dade County and Town of Medley

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incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.”

9. MERGER CLAUSE

This Agreement together with the Exhibits hereto sets forth the entire agreement between the Parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein. The Exhibits to this Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits then this Agreement will prevail.

10. COUNTERPARTS CLAUSE

This Agreement may be executed in counterparts and facsimiles shall constitute best evidence for all purposes.

11. BINDING EFFECT

This Agreement shall be binding upon the Parties and their respective representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

MIAMI-DADE COUNTY:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION:

BY: _____
COUNTY MAYOR

BY: _____
DISTRICT SECRETARY

ATTEST: _____
(SEAL) COUNTY CLERK

ATTEST: _____
(SEAL) EXECUTIVE SECRETARY

LEGAL REVIEW:

COUNTY ATTORNEY

DISTRICT CHIEF COUNSEL

TOWN OF MEDLEY:

BY: *Robert Medley*
TOWN MAYOR

ATTEST: *Heleen Latona*
(SEAL) TOWN CLERK

LEGAL REVIEW:

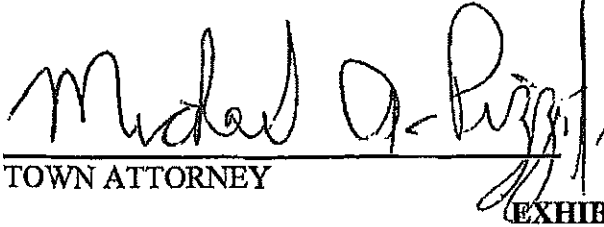

TOWN ATTORNEY

EXHIBIT "A"

RIGHT-OF-WAY SCOPE OF SERVICES

All right of way acquired must be in compliance with Public Law 91-646, the Uniform Standards of Professional Appraisal Practice, Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended, and in compliance with 49 CFR part 24 and all Federal and State laws and rules applicable to the TOWN governing right of way acquisition. By complying with these policies and procedures the TOWN also agrees to include, but is not limited to, the following in all their right of way acquisition:

1. The TOWN is to be responsible and in control of all phases of the acquisition. The following responsibilities may not be delegated:
 - a. Approval of recommended compensation, approval of administrative and legal settlements and settlements of attorney and expert fees and costs; and
 - b. Granting final acceptance of purchase agreement, as applicable; and
 - c. Executing deeds, easements, leases and contracts.
2. Report Real Estate transactions to the Internal Revenue Service pursuant to 26 CFR part 1.5045.
3. Comply with the basic acquisition policies as outlined in 49 CFR part 24.102, which include but are not limited to:
 - a. **Expeditious acquisition.** The TOWN shall make every reasonable effort to acquire the real property expeditiously by negotiation.
 - b. **Notice to owner.** As soon as feasible, the owner shall be notified of the TOWN's interest in acquiring the real property and the basic protections, including the TOWN's obligation to secure an appraisal which, by law, is to be provided to the owner upon their request.
 - c. **Appraisal waiver thereof and invitation to owner.** (1) Before the initiation of negotiations, the real property to be acquired shall be appraised according to the Uniform Standards of Professional Appraisal Practice and the owner, or the owner's designated representative, shall be given an opportunity to accompany the appraiser during the appraiser's inspection of the property. A copy of Sample Property Owner Contact Letter is attached hereto as Exhibit "A1", 'Sample Property Owner Contact Letter', and is herein incorporated by reference; (2) An appraisal

is not required if the owner is donating the property and releases the TOWN from this obligation, attached hereto is Exhibit "A2", 'Sample Language for Donation of Property.'

- d. **Establishment and offer of just compensation.** Before the initiation of negotiations the TOWN shall establish an amount which it believes is just compensation for the real property. The amount shall not be less than the approved appraisal of the fair market value of the property, taking into account the value of allowable damages or benefits to any remaining property. Promptly thereafter, the TOWN shall make an offer to the property owner to acquire the property for the full amount believed to be just compensation;
- e. **Summary statement.** Along with the initial purchase offer, the owner shall be given a written statement of the basis for the offer of just compensation;
- f. **Basic negotiation procedures.** The TOWN shall make reasonable efforts to contact the owner or the owner's representative and discuss its offer to purchase the property, including the basis for the offer of just compensations, and explain its acquisition policies and procedures, including its payment of incidental expenses;
- g. **Updating offer of just compensation.** If the information presented by the owner, or a material change in the character or condition of the property, indicates the need for new appraisal information, or if a significant delay has occurred since the time of the appraisal(s) of the property, the TOWN shall have the appraisal(s) updated or obtain a new appraisal(s). if the latest appraisal information indicates that a change in the purchase offer is warranted, the TOWN shall promptly reestablish just compensation and the TOWN shall offer that amount to the owner in writing;
- h. **Coercive action.** The TOWN shall not advance the time of condemnation, or defer negotiations or condemnation or the deposit of funds with the court, or take any other coercive action in order to induce an agreement on the price to be paid for the property;
- i. **Administrative settlement.** The purchase price for the property may exceed the amount offered as just compensation when reasonable efforts to negotiate an agreement at that amount have failed and an authorized TOWN official approves such administrative settlement as being reasonable, prudent, and in the public interest. A written settlement justification shall be prepared which indicates that available information (e.g., appraisals, recent court awards, estimated trial costs, and/or valuation problems) and supports such a settlement;

- j. **Payment before taking possession.** Before requiring the owner to surrender possession of the real property, the TOWN shall pay the agreed purchase price to the owner, or in the case of a condemnation, deposit with the court, for the benefit of the owner.
- 4. Appraisal report and review shall be in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP).

EXHIBIT "A1"

SAMPLE PROPERTY OWNER CONTACT LETTER

The Appraiser must contact the property owner by letter. The Letter shall give adequate notice prior to the scheduled inspection date and provide the property owner a reasonable opportunity to accompany the appraiser. Suggested adequate notice is 7 days for owners residing locally, and 14 days for those living out of state.

(SAMPLE) PROPERTY OWNER CONTACT LETTER

RE: Parcel No.:

Item/Segment:

State Road:

County:

Managing District:

Dear {PROPERTY OWNER}:

As you may be aware, the Florida Department of Transportation is planning construction of the above referenced highway project. FDOT has engaged me to make an appraisal of _____ located at/in _____ Florida, which is reportedly owned by _____.

The purpose of the appraisal is to state an opinion of market value of the portion of the of the property needed for right of way at this particular location for {BRIEFLY DESCRIBE PROJECT}(e.g. widening and improving State Road No. ____.)

I have scheduled a field inspection of the above described property on {DATE}. If you or your designated representative would like to accompany me on this inspection, please call me at {A/C-PHONE NUMBER} so that we can schedule a mutually agreeable time and meeting place.

Any information you can provide concerning surveys, building plans, names of tenants, leases, rents, real estate taxes, operating expenses, and factors which affect the value of the property will be helpful in estimating the market value of your property.

You may contact me at my office Monday through Friday between {GIVE DAY AND TIME PARAMETERS}. Should you find it necessary to call long distance, please call collect. Please advise me of your wishes at your earliest convenience.

Very truly yours,

EXHIBIT "A2"

SAMPLE LANGUAGE FOR DONATION OF PROPERTY

This is to advise that the undersigned, as owner of the property or property interest referenced, desires to make a voluntary donation of said property or property interest to the Town of Medley for the use and benefit of the Town of Medley.

The undersigned hereby acknowledges that he/she has been fully advised by a Town representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

EXHIBIT "B"

SAMPLE LICENSE, TEMPORARY EASEMENT & PERPETUAL EASEMENT AGREEMENTS

LICENSE

THIS AGREEMENT, Made the ___ day of _____, 20___, by and between _____, a _____ Corporation, herein called licensor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, herein called licensee.

In consideration of the benefits accruing unto the licensor, the parties agree as follows:

Licensor hereby grants to licensee a license to occupy and use, subject to all of the terms and conditions hereof, the following described premises:

Legal Description

The premises may be occupied and used by licensee solely for sloping, grading, tying in, harmonizing and reconnecting existing features of the licensor's property with the highway improvements which are to be constructed together with incidental purposes related thereto during the period beginning with the date first above written and continuing until completion of the transportation project, but not later than the last day of _____.

The making, execution and delivery of this agreement by licensor has been induced by no representations, statements, warranties, or agreements other than those contained herein. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the licensor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

TEMPORARY EASEMENT

THIS EASEMENT, made this ___ day of _____, 20 __, by and between _____, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of: harmonizing the new construction to the existing ground in, upon, over and through the following described land in Miami-Dade County, Florida, described as follows, viz:

Being a portion of Tract "A", according to the Plat of DORAL NORTH FIRE RESCUE STATION, as recorded in Plat Book 165, Page 83, and lying in the Southeast one-quarter (1/4) of Section 7, Township 53 South, Range 40 East, all in Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of the Southeast one-quarter (1/4) of said Section 7, lying on the Centerline of Northwest 112th Avenue, as shown on said Plat of DORAL NORTH FIRE RESCUE STATION; thence N 01°44'11" W, along said Centerline of Northwest 112th Avenue and the West line of the Southeast one-quarter (1/4) of said Section 7, a distance of 75.09 feet; thence N 88°15'49" E a distance of 35.00 feet to the intersection with the Easterly Right-of-Way line of said Northwest 112th Avenue and the POINT OF BEGINNING of the following described parcel;

Thence continue N 88°15'49" E a distance of 5.00 feet to the intersection with a non-tangent curve concave to the Northeast having a radius of 22.00 feet, the chord of which bears S 46°04'38" E; thence Southeasterly and Easterly along the arc of said curve a distance of 34.05 feet, through a central angle of 88°40'55"; thence N 89°34'54" E, along a line parallel with and 54.50 feet Northerly of, as measured at right angles, the South line of aforesaid Section 7, a distance of 288.19 feet to the intersection with the Easterly line of aforesaid Tract "A"; thence S 00°25'06" E, along said line, a distance of 5.00 feet; thence S 89°34'54" W a distance of 288.19 feet to the beginning of a curve concave to the Northeast having a radius of 27.00 feet; thence Northwesterly and Northerly along the arc of said curve a distance of 41.79 feet, through a central angle of 88°40'55", to the POINT OF BEGINNING.

Containing 1,630.6 square feet, more or less.

DD/RB/12/07/2010

THIS EASEMENT is granted upon the condition that any work performed upon the above described land shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that the existing structural improvements will not be damaged.

THIS EASEMENT shall be for a period of _____ Months commencing on the date the State of Florida, Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ as identification.

PERPETUAL EASEMENT

THIS EASEMENT Made the _____ day of _____, 20____, by _____ COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of constructing and maintaining a _____ in, over, under, upon and through the following described land in _____ County, Florida, viz:

Insert Legal Description

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____

_____, Florida,

By its Board of County Commissioners

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

By: _____

Its Chair (or Vice-Chair)

(Address)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)

Title or rank and serial number, if any: _____

EXHIBIT "C"

PROPERTY

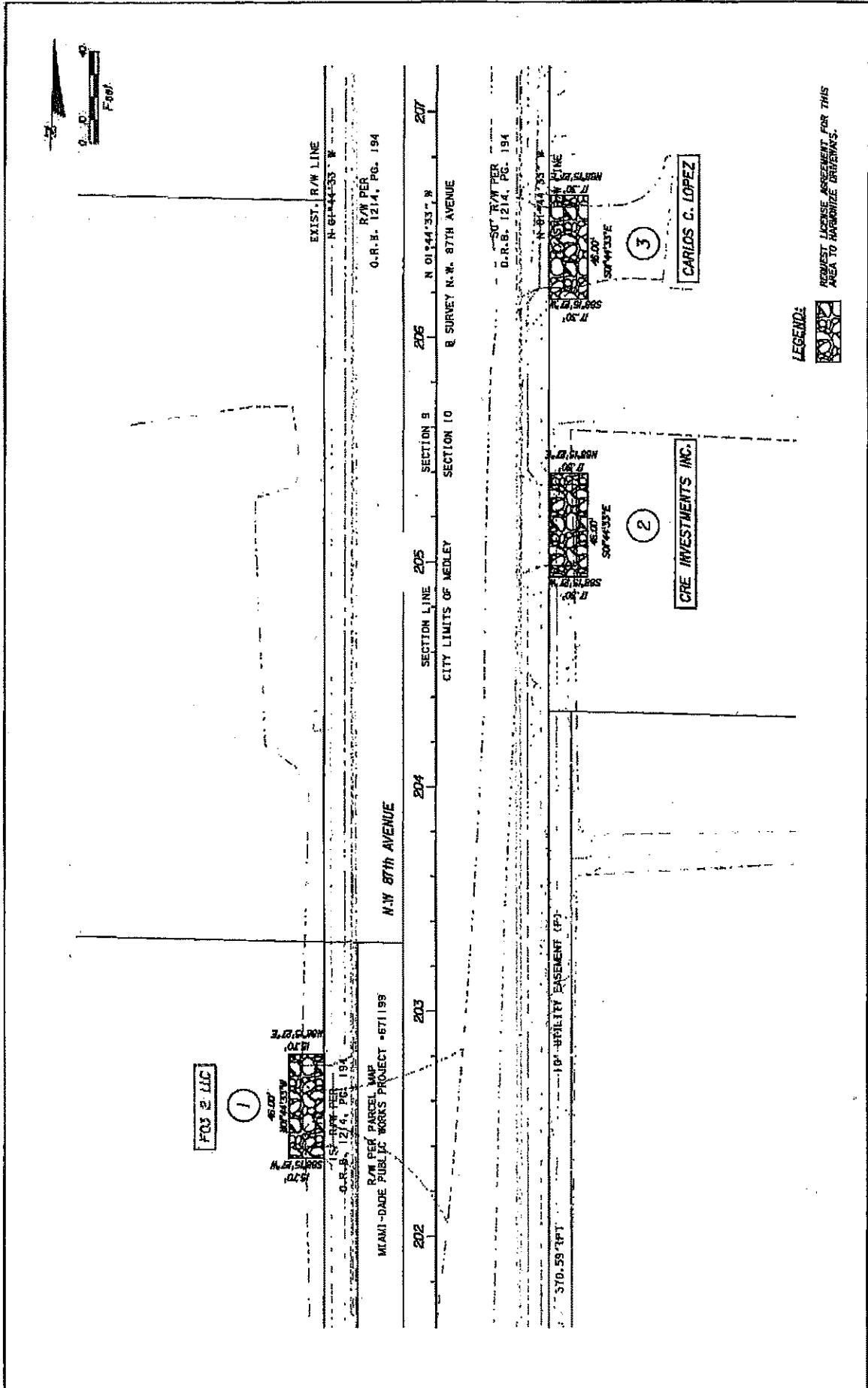
Copies of the PROPERTY required are attached hereto and is herein incorporated by reference as Exhibit "C1", 'Miami-Dade County', and Exhibit "C2", 'Town of Medley'.

Exhibit B1

**License Agreements and
Construction Easements Sketches**

NW 87th Avenue from NW 74th Street to NW South River Drive - FPID 405615-3-52-01

License Agreement No.	Owner's Name	Business Name	Address	Folio No	Easement Type
1	F03 2 LLC		Po Box 22577, Hialeah, FL 33002	30-3008-001-0040	License Agreement
2	GRE Investments Inc.		2601 SW 88 St, Miami, FL 33155	22-3010-003-0055	License Agreement
3	Carlos C Lopez TR		2601 SW 88 St, Miami, FL 33155	22-3010-000-0020	License Agreement
4	Carlos C Lopez TR		2601 SW 88 St, Miami, FL 33155	22-3010-000-0020	License Agreement
5	Carlos C Lopez TR		2601 SW 88 St, Miami, FL 33155	22-3010-000-0020	License Agreement
6	Generation Three Inc. % Lisabeth Arencibia		Po Box 22577, Hialeah, FL 33002	30-3008-001-0030	License Agreement
7	Lawsun Inc/astiff Inc.		8501 NW 90th St, Medley, FL 33168	22-3008-003-0030	License Agreement
8	Lawsun Industries Inc.		8501 NW 90th St, Medley, FL 33168	22-3008-003-0030	License Agreement
9	Jorge Soanes, Trustee (TR)		122 W 52 St, Hialeah, FL 33012	22-3004-015-0120	License Agreement
10	Jorge Soanes, Trustee (TR)		122 W 52 St, Hialeah, FL 33012	22-3004-015-0050	License Agreement
11	Jorge Soanes, Trustee (TR)		122 W 52 St, Hialeah, FL 33012	22-3004-015-0050	License Agreement
12	Jorge Soanes, Trustee (TR)		122 W 52 St, Hialeah, FL 33012	22-3004-015-0050	License Agreement
13	Harbert R. Matthews, Sr.		8501 NW 90th St, Medley, FL 33168	22-3004-015-0080	License Agreement
14	José Lazo		1045 S River Industrial Park, Atlanta, Ga. 30315	22-3003-001-3552	License Agreement
14B	José Lazo		8700 NW 83 St, Medley, FL 33178	22-3004-003-0021	License Agreement
15	Ramon Veld		C/O R V Martin Hardware, Miami, FL 33142	22-3004-003-0021	License Agreement
16A	US Holdings, INC & US Precast		3200 W 84 St Hialeah, FL 33018	22-3003-001-0571	License Agreement
16B	US Holdings, INC & US Precast		3200 W 84 St Hialeah, FL 33018	22-3003-001-0571	License Agreement
17	Keith J. Kolczak		1600 N Randall Rd, Elgin, IL 60123	22-3004-001-0072	License Agreement
18	US Holdings, INC & US Precast		3200 W 84 St Hialeah, FL 33018	22-3003-001-0580	License Agreement
19	John P Deboogory & John Thomsen		3200 W 84 St Hialeah, FL 33018	22-3004-001-0042	License Agreement
19B	John P Deboogory & John Thomsen		3200 W 84 St Hialeah, FL 33018	22-3004-001-0042	License Agreement
20	KVZ Salvage Yard Inc.		8240 SW 104 St, Mia, 33158	22-3003-001-0900	License Agreement
21	VGI Holdings LLC		8745 NW 87 Ave, Medley, FL 33178	22-3003-001-0812	License Agreement
22	VGI Holdings LLC		8745 NW 87 Ave, Medley, FL 33178	22-3003-001-0812	License Agreement
23	Medley Industrial, Inc.		10988 NW South River Dr Medley FL 33178-1316	22-3004-012-0980	License Agreement
24	VGI Holdings LLC		8745 NW 87 Ave, Medley, FL 33178	22-3003-001-0812	License Agreement
25	VGI Holdings LLC		8745 NW 87 Ave, Medley, FL 33178	22-3003-001-0812	License Agreement
25B	Ruben Ariles Real Estate Properties Inc.		8600 NW South River Drive, Medley, FL 33166-2012	22-3003-001-0500	License Agreement
25C	Board of Public Instruction		1450 NE 2 Avenue, Miami FL 33132-1309	22-3003-001-0270	License Agreement
26A	Medley Industrial, Inc.		10988 NW South River Dr Medley FL 33178-1316	22-3004-012-0980	License Agreement
26B	Medley Industrial, Inc.		10988 NW South River Dr Medley FL 33178-1316	22-3004-012-0980	License Agreement
27	Joe Cabrera		11801 NW 7 St Plantation FL 33325	22-3003-001-0340	License Agreement
27A	Joe Cabrera		11801 NW 7 St Plantation FL 33325	22-3003-001-0340	License Agreement
28A	Medley Industrial, Inc.		10988 NW South River Dr Medley FL 33178-1316	22-3004-012-0470	License Agreement
28B	Medley Industrial, Inc.		10988 NW South River Dr Medley FL 33178-1316	22-3004-012-0470	License Agreement
29A	R. Martinez & B. Martinez, W/ifs		8714 NW 27 Terr Miami FL 33172-1312	22-3003-027-0020	License Agreement
30	Lysa Trucking Co.		14171 Learning Place Dr Miami Lakes FL 33014-	22-3003-027-0010	License Agreement
31	Medley Industrial, Inc.		10988 NW South River Dr Medley FL 33178-1316	22-3004-012-0090	License Agreement
31A	Medley Industrial, Inc.		10988 NW South River Dr Medley FL 33178-1316	22-3004-012-0090	License Agreement
32	Medley Industrial, Inc.		10988 NW South River Dr Medley FL 33178-1316	22-3004-012-0090	License Agreement
32A	Medley Industrial, Inc.		10988 NW South River Dr Medley FL 33178-1316	22-3004-012-0090	License Agreement
33	Medley Industrial, Inc.		10988 NW South River Dr Medley FL 33178-1316	22-3004-012-0090	License Agreement
33A	Medley Industrial, Inc.		10988 NW South River Dr Medley FL 33178-1316	22-3004-012-0090	License Agreement
34	Medley Industrial, Inc.		10988 NW South River Dr Medley FL 33178-1316	22-3004-012-0090	License Agreement
35	Medley Industrial, Inc.		10988 NW South River Dr Medley FL 33178-1316	22-3004-012-0090	License Agreement
36	Lysa Properties, Inc.		14171 Learning Place Dr Miami Lakes FL 33014-	22-3003-027-0011	License Agreement



REVISORS		STATE OF FLORIDA		SHEET NO.	
DATE	DESCRIPTION	DEPARTMENT OF TRANSPORTATION	CITY	PROJECT ID	NO.
		MIAMI-DADE	MIAMI-DADE	40565-3-32-01	1
R.J. Bahar & Company, Inc. <i>Engineers & Planners</i> 1815 S.W. 12TH AVENUE MIAMI, FLORIDA 33135 ANTHONY ALFREDI, P.E. LICENSE NO. 41887 CERTIFICATE OF AUTHORIZATION NO. 00000000					
LICENSE AGREEMENTS AND CONSTRUCTION EASEMENTS SKETCHES					



15' R/W PER
D.B. 1214, P.C. 194
R/W PER PARCEL MAP
MIAMI-DADE PUBLIC
WORKS PROJECT #611199

MIAMI-DADE
D.B. 1214, P.C. 194

SECTION LINE 217
CITY LIMITS OF MEDLEY
SECTION 9
SECTION 10

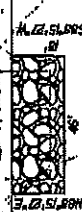
216

215

214

213

N.W. 87th AVENUE



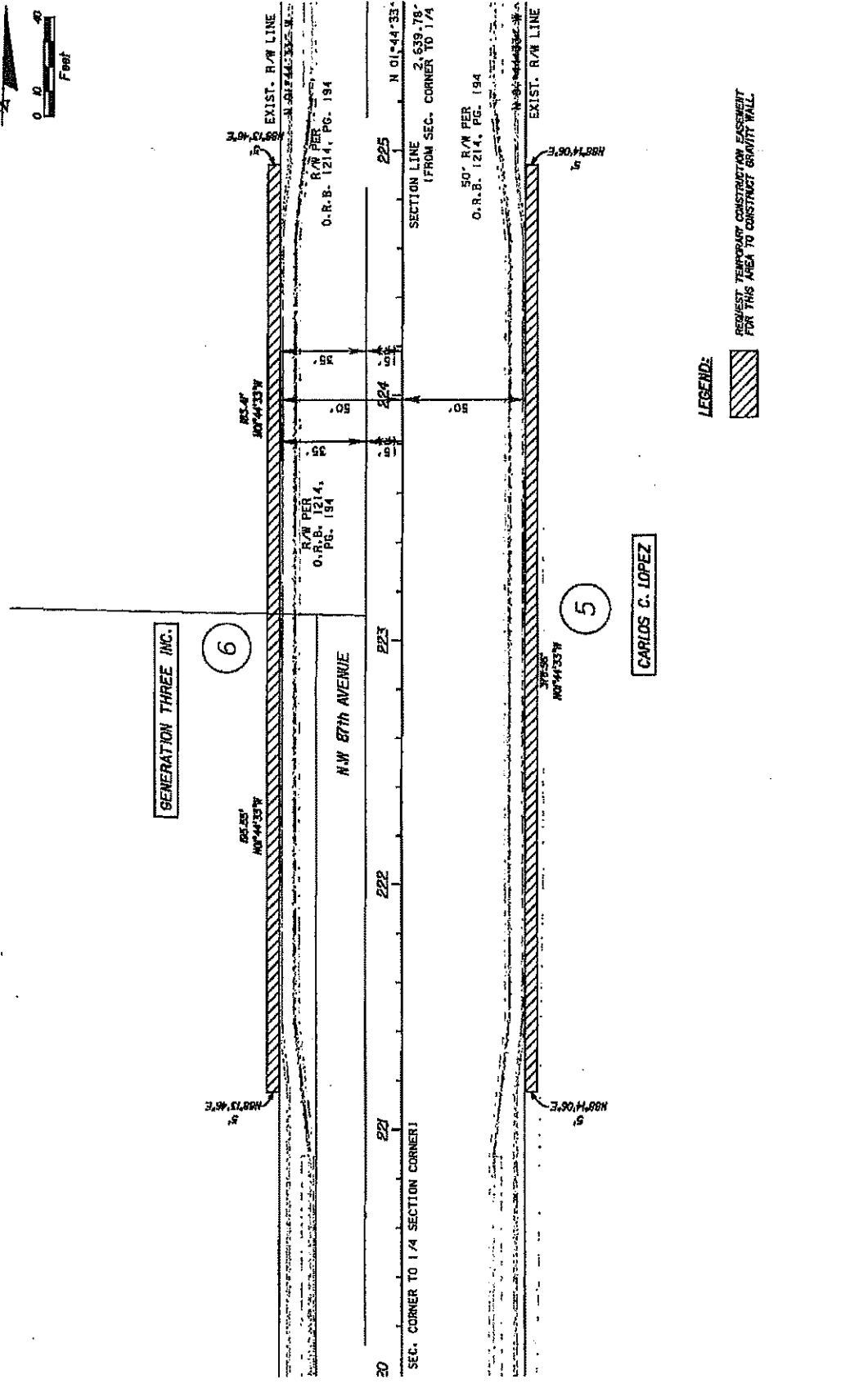
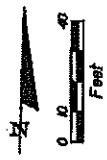
CARLOS C. LOPEZ

LEGEND:
 REQUEST LICENSE AGREEMENT FOR THIS AREA TO HARBORIZE DRIVEN.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION	
COUNTY		FISCAL PROJECT, B	
ROAD NO.	MIAMI-DADE	PROJECT NO.	40565-3-52-01

R. J. Behar & Company, Inc. Engineers & Planners 1081 N.W. 136 Avenue, Suite 302 Miami, Florida 33134 ANTHONY ALFARO, P.E. LICENSE NO. 91887 CERTIFICATE OF AUTHORIZATION NO. 00006265		LICENSE AGREEMENTS AND CONSTRUCTION EASEMENTS SKETCHES	
SHEET NO.		2	



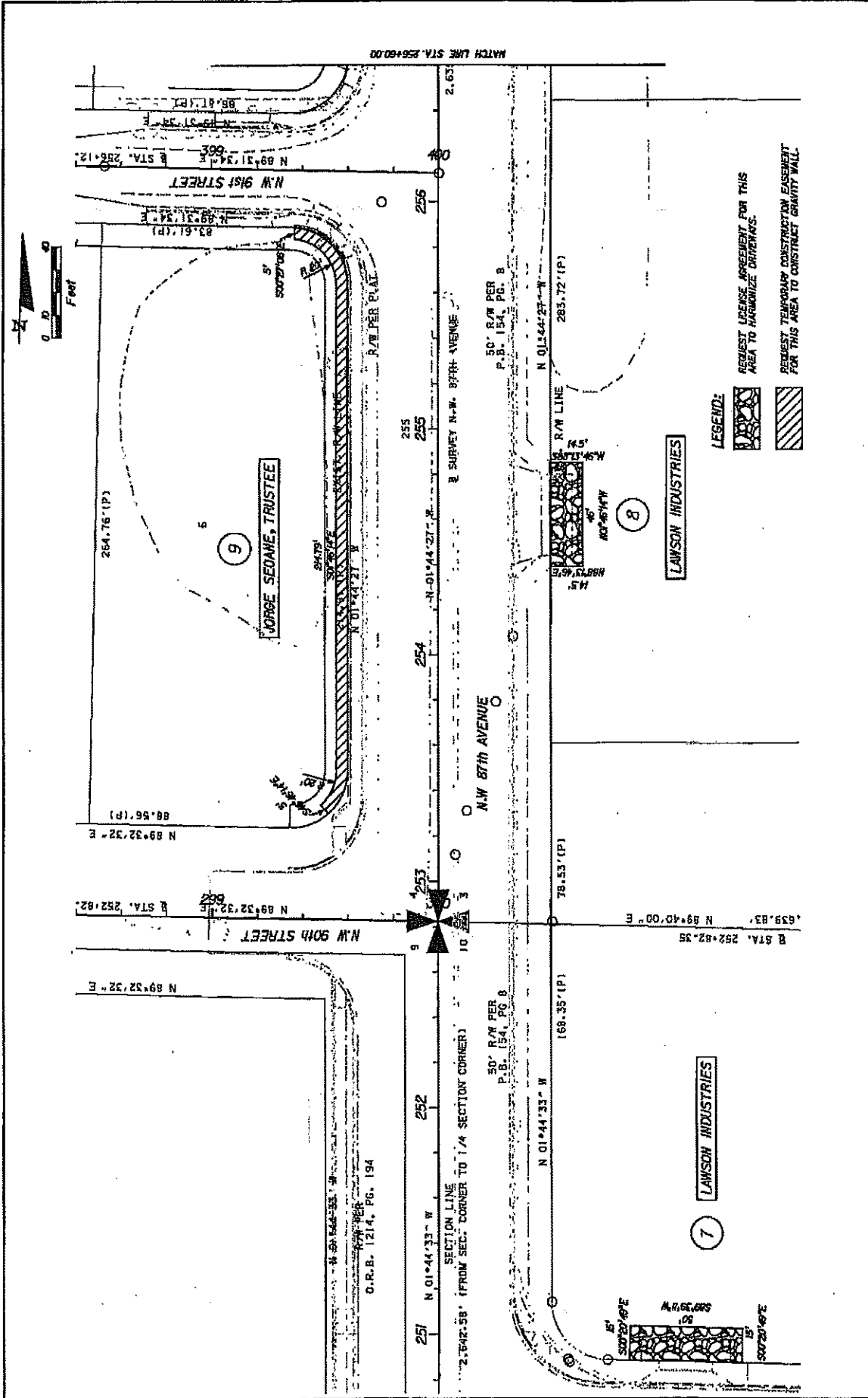
LEGEND:
 REQUEST TEMPORARY CONSTRUCTION EASEMENT FOR THIS AREA TO CONSTRUCT GROWTH WALL

CARLOS C. LOPEZ

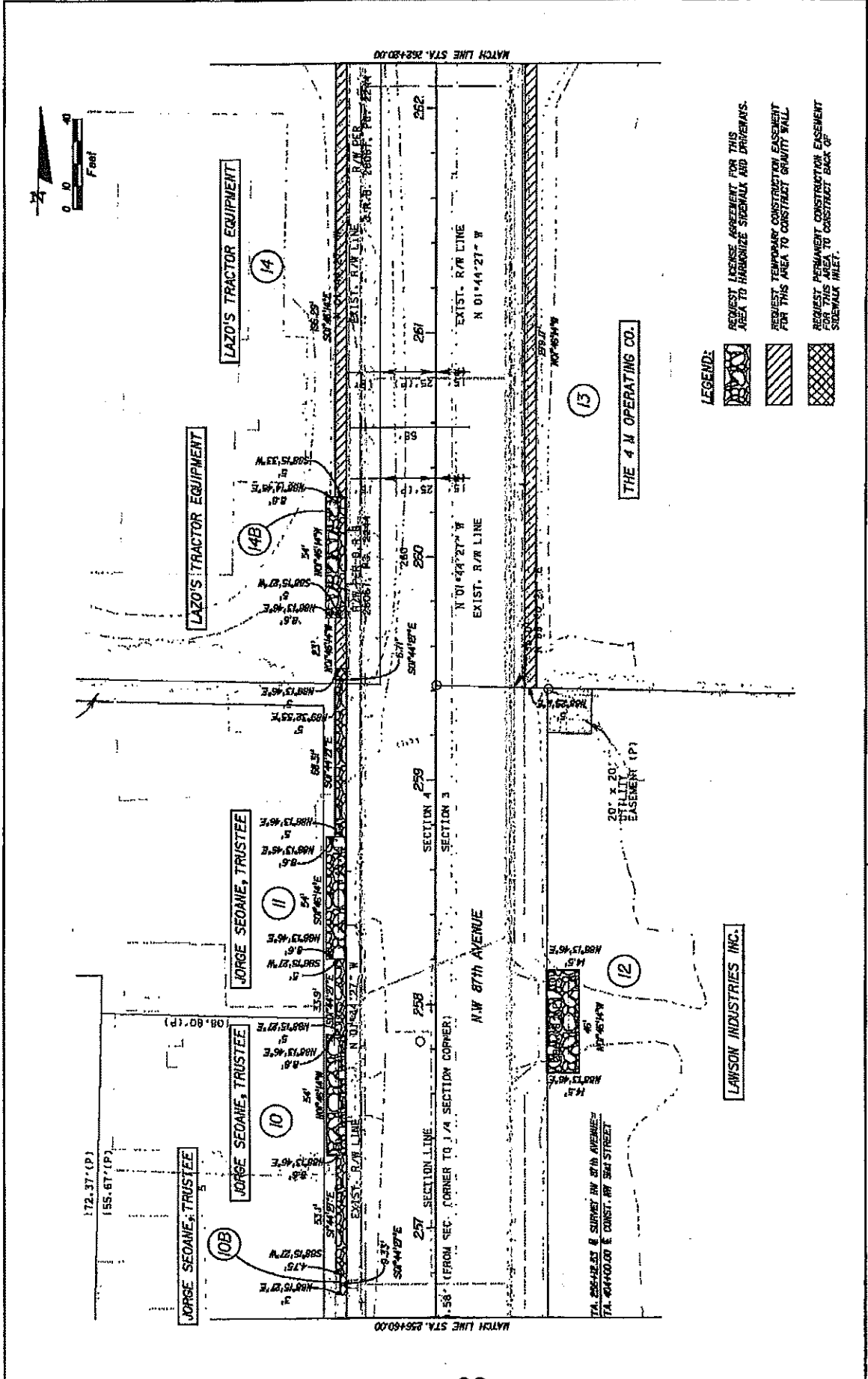
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6

DATE	REVISIONS	DESCRIPTION	STATE OF FLORIDA	SHEET NO.
			DEPARTMENT OF TRANSPORTATION	3
			MIAMI-DADE COUNTY	
			PROJECT NO. 40565-3-92-01	
			ENGINEER'S NAME	
			ADDRESS	

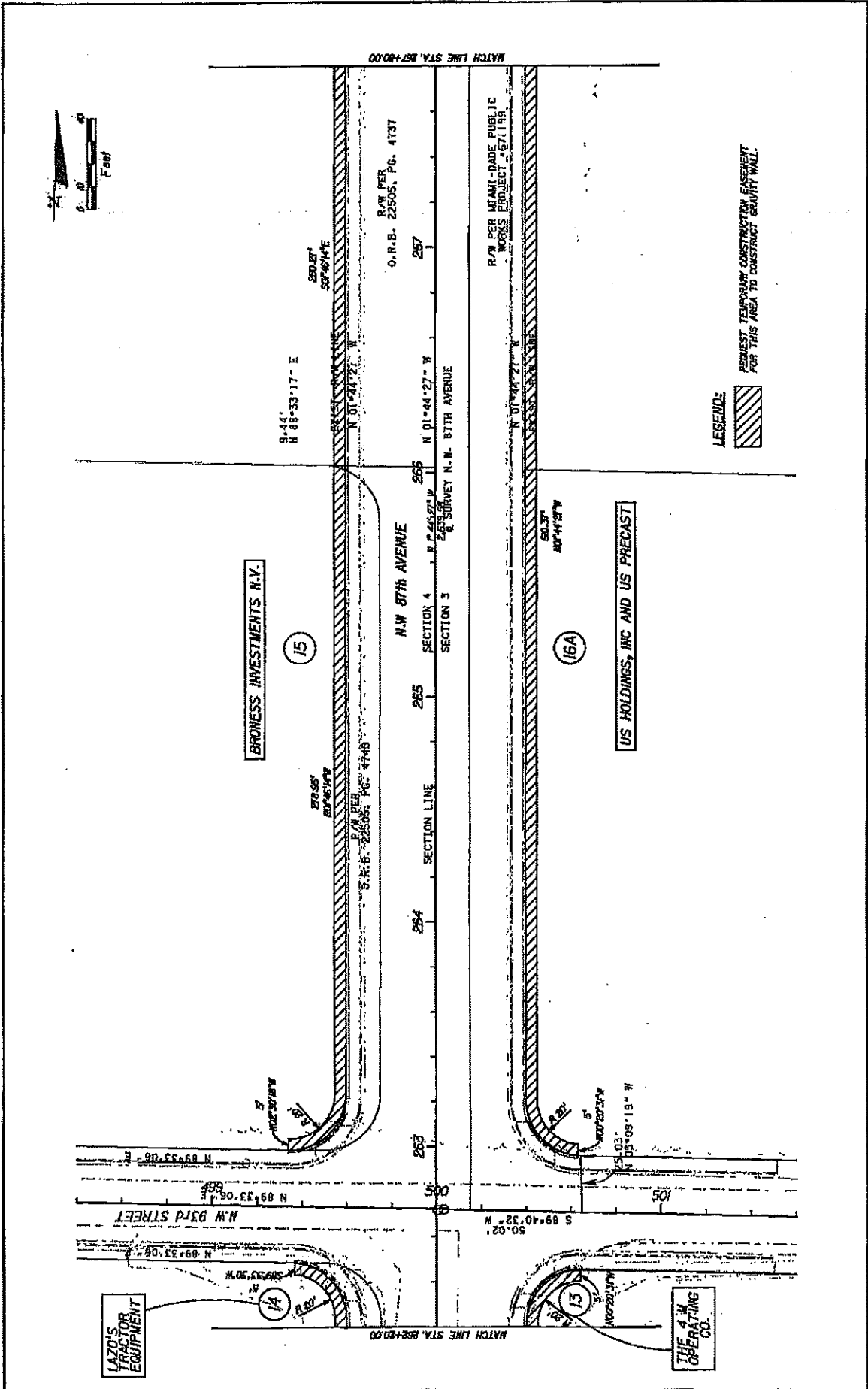


STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 1 COUNTY MIAMI-DADE PROJECT NO. A05605-3-52-01		SHEET NO. 4
R.J. Behar & Company, Inc. Engineers & Planners 1100 Coral Gables Drive, Suite 3333 Coral Gables, Florida 33134 ANTHONY ALFONSO, P.E. LICENSE NO. 50867 CERTIFICATE OF AUTHORIZATION NO. 100808		REVISIONS DATE DESCRIPTION
LICENSE AGREEMENTS AND CONSTRUCTION EASEMENTS SKETCHES		

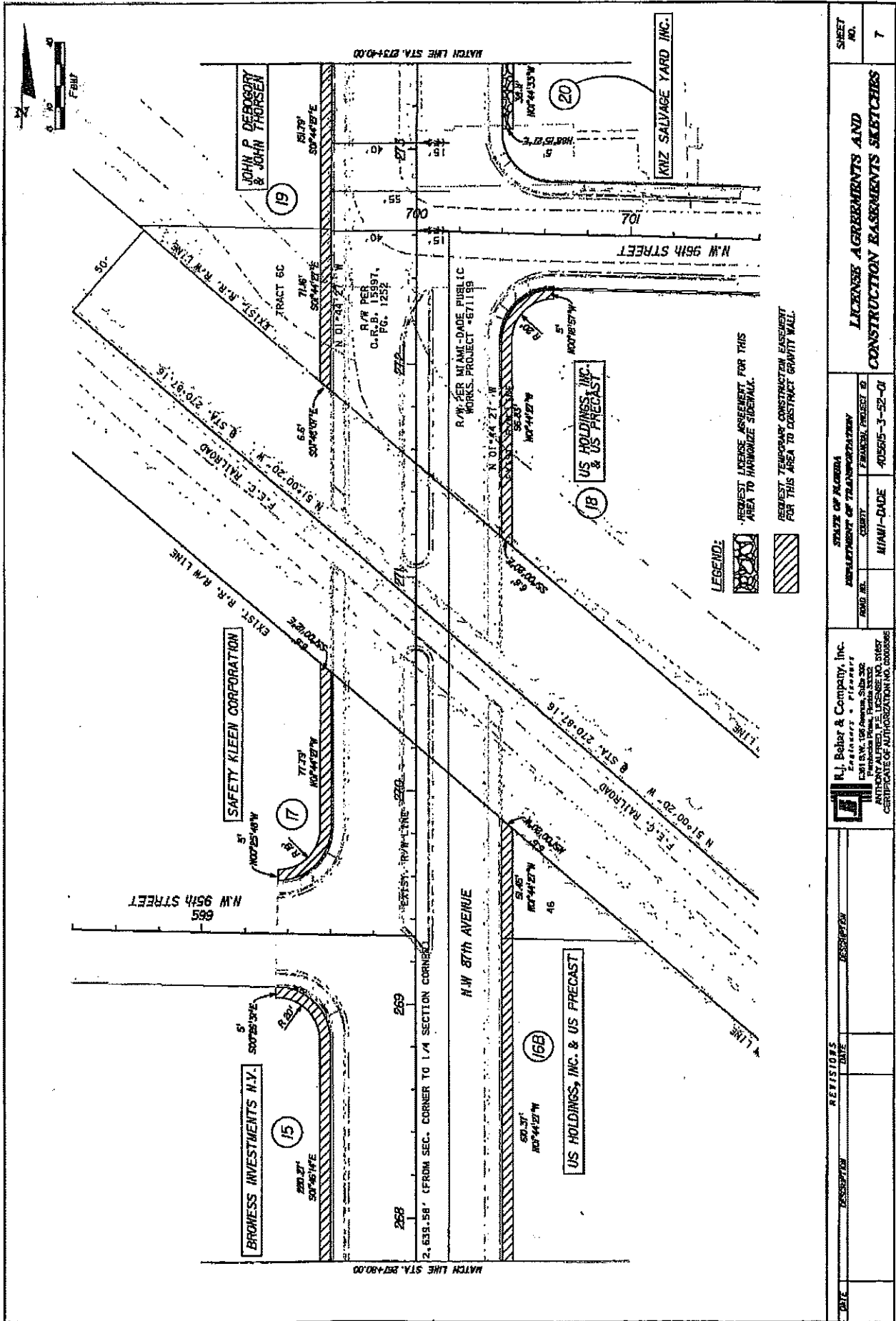


- LEGEND:**
-  REQUEST LICENSE AGREEMENT FOR THIS AREA TO MAINTAIN SIGNALS AND DRIVEWAYS.
 -  REQUEST TEMPORARY CONSTRUCTION EASEMENT FOR THIS AREA TO CONSTRUCT GRAVITY WALL.
 -  REQUEST PERMANENT CONSTRUCTION EASEMENT FOR THIS AREA TO CONSTRUCT BACK OF SIDEWALK INLET.

DATE	REVISIONS	DESCRIPTION	R.J. Behar & Company, Inc. 1415 NW 34th Avenue, Suite 300 Pembroke Park, Florida 33027 AUTHORITY ALPRED, P.E. LICENSE NO. 61857 CERTIFICATE OF AUTHORIZATION NO. 0000056	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FEDERAL PROJECT ID ROAD NO. COUNTY M/IAU-DADE 405615-3-02-01	LICENSE AGREEMENTS AND CONSTRUCTION EASEMENTS SKETCHES	SHEET NO. 5



R.J. Rebar & Company, Inc. Engineers & Planners 1111 Columbus Plaza, Fort Lauderdale, Florida 33302 ARTHUR ALFRED, P.E. LICENSE NO. 51857 CERTIFICATE OF AUTHORIZATION NO. 0000085		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. MIAMI-DADE 40565-3-52-01 SHEET MIAMI-DADE 40565-3-52-01	SHEET NO. 6						
LICENSE AGREEMENTS AND CONSTRUCTION EASEMENTS SKETCHES		REVISIONS <table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		DATE	DESCRIPTION	REVISIONS			
DATE	DESCRIPTION	REVISIONS							



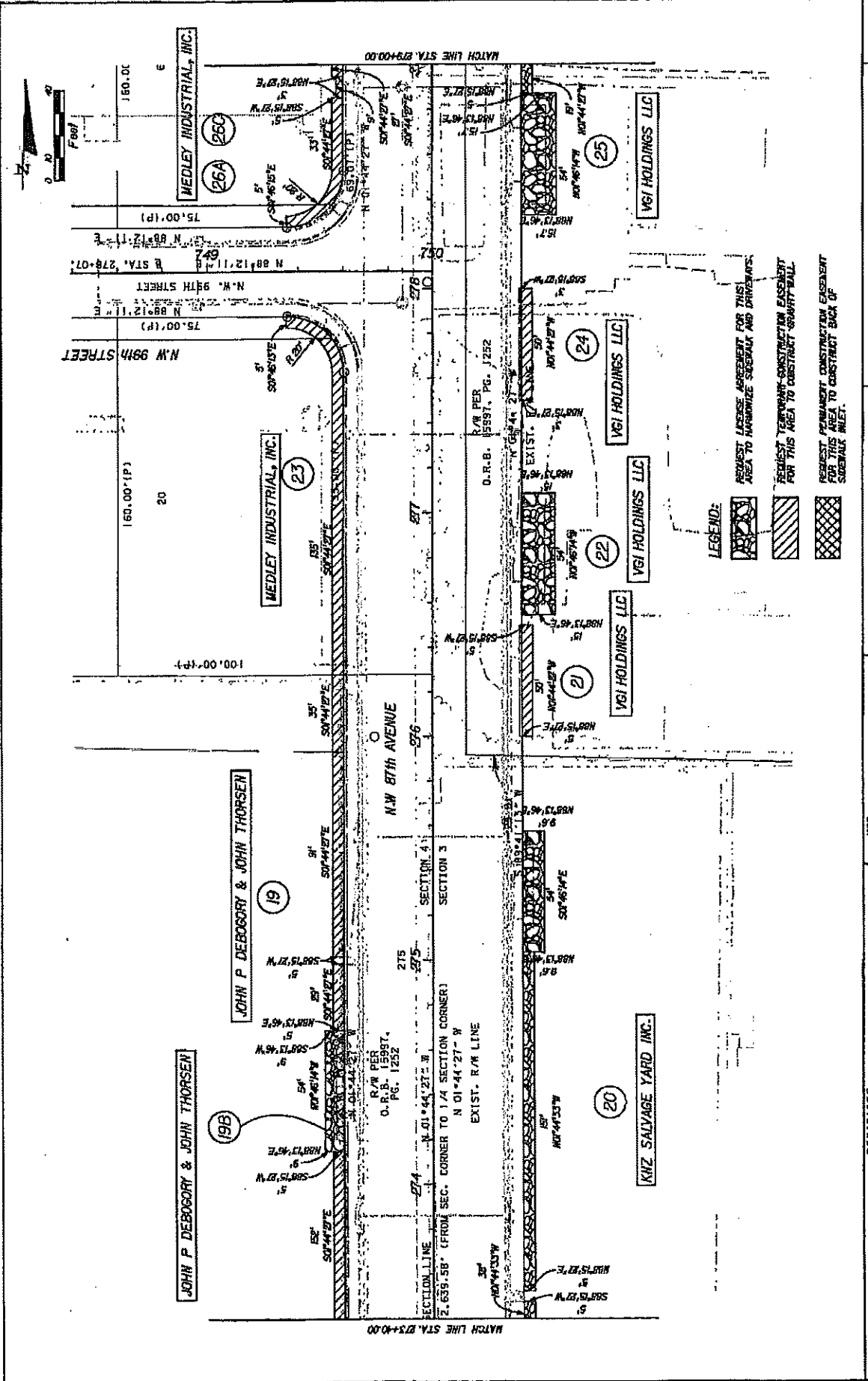
LEGEND:

REQUEST LICENSE AGREEMENT FOR THIS AREA TO HARBOURSIDE SIDEWALK.

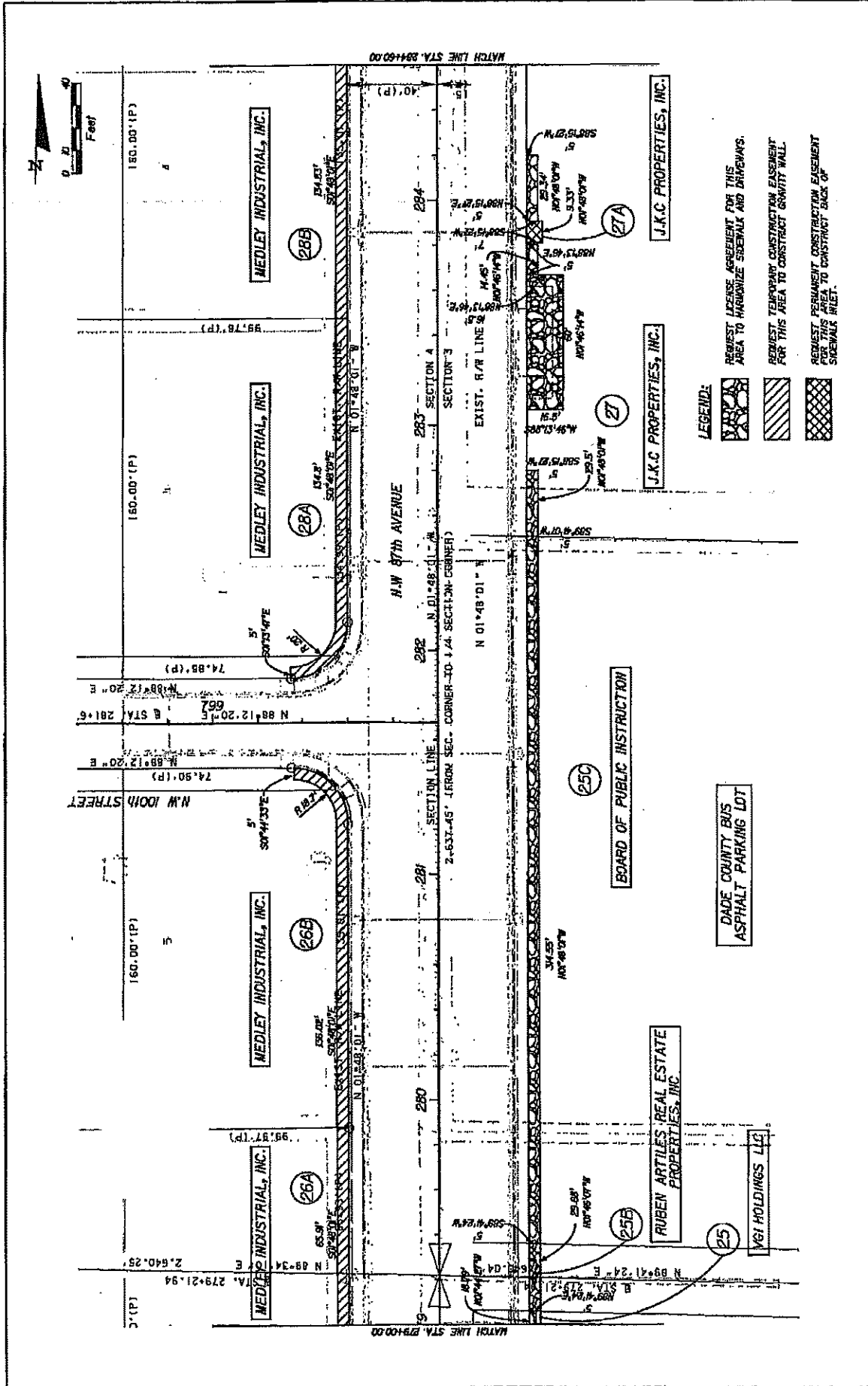
REQUEST TEMPORARY CONSTRUCTION EASEMENT FOR THIS AREA TO CONSTRUCT GRADITI WALL.

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

N.J. Belar & Company, Inc. Engineers & Planners 1301 S.W. 106 Avenue, Suite 302 MIAMI, FLORIDA 33135 ANTHONY ALFREY, P.E. LICENSE NO. 30877 CERTIFICATE OF AUTHORIZATION NO. 0000066		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION COUNTY MIAMI-DADE ROAD NO. 405615-3-52-01	LICENSE AGREEMENTS AND CONSTRUCTION EASEMENTS SKETCHES	SHEET NO. 7
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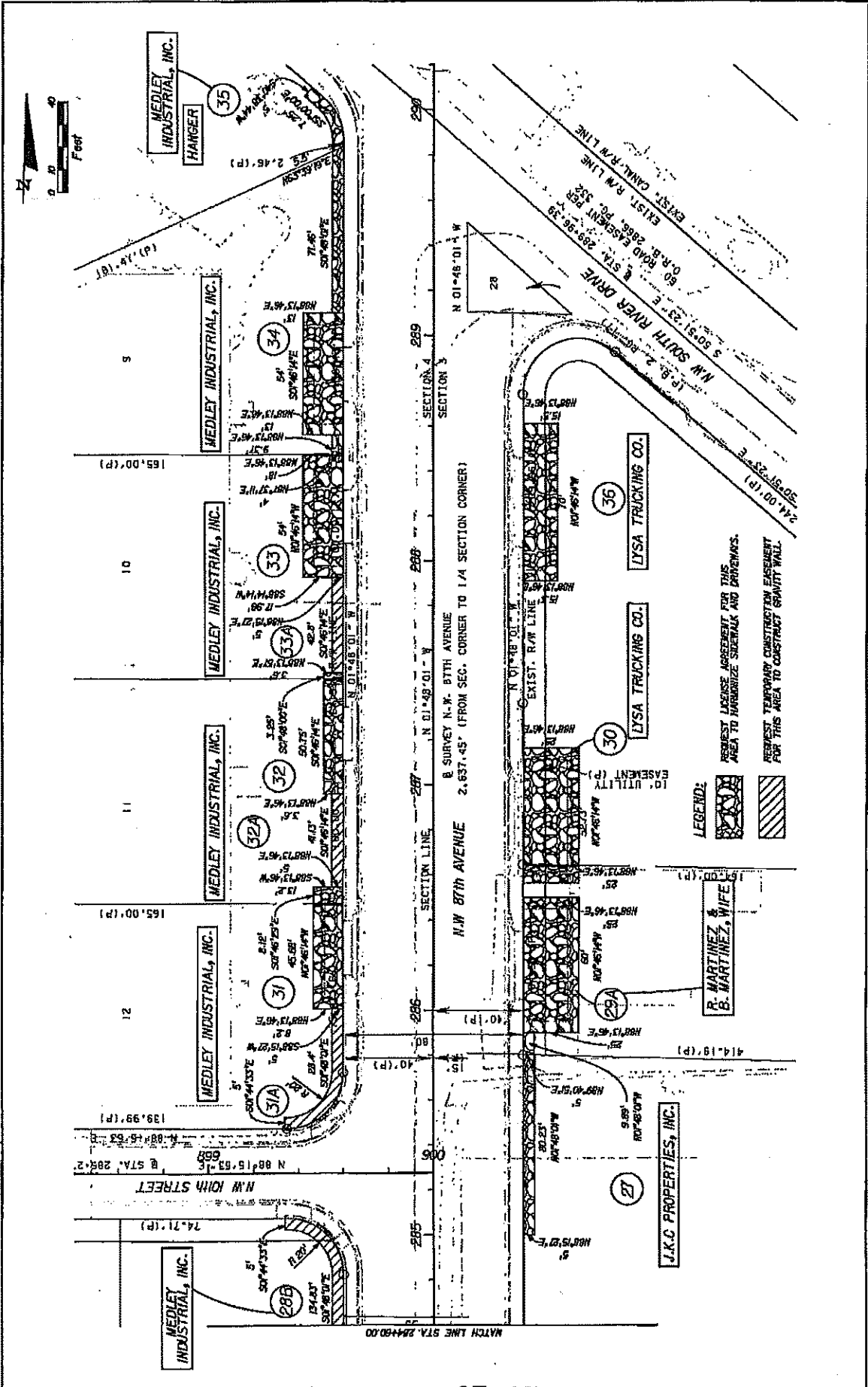


DATE	REVISION	DATE	REVISION
R.J. Bolter & Company, Inc. Engineers & Planners 6081 S.W. 150 Avenue, Suite 302 Pompano Beach, Florida 33062 AUTHORITY: P.L. 86-363, TITLE 48, U.S.C. § 1602 CERTIFICATE OF PROFESSIONAL REGISTRATION NO. 100000000		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. _____ COUNTY _____ FINANCIAL PROJECT NO. _____ MIAMI-DADE 40595-3-52-04	
LICENSE AGREEMENTS AND CONSTRUCTION EASEMENTS SKETCHES			
SHEET NO.			8



DATE	REVISION	REVISOR	DESCRIPTION

R. J. Belar & Company, Inc. Engineers & Planners 801 S.W. 10th Avenue, Suite 202 MIAMI, FL 33135 AUTHORITY: ALPRA, P.L.E. LICENSE NO. 81857 CERTIFICATE OF AUTHORIZATION NO. 00008866		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD DISTRICT MIAMI-DADE #05665-3-52-01
CONSTRUCTION EASEMENTS AND LICENSE AGREEMENTS AND CONSTRUCTION EASEMENTS SKETCHES		SHEET NO. 9



DATE	REVISIONS	DESCRIPTION

R.J. Behar & Company, Inc. Engineers & Planners 1500 N.W. 33rd Street Fort Lauderdale, Florida 33309 AUTHORITY: ALFRED, P.E. LICENSE NO. 61687 CERTIFICATE OF AUTHORIZATION NO. 0000058		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. MIAMI-DADE COUNTY MIAMI-DADE FEDERAL PROJECT ID 40565-3-32-01	SHEET NO. 10
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LICENSE AGREEMENTS AND CONSTRUCTION EASEMENTS SKETCHES

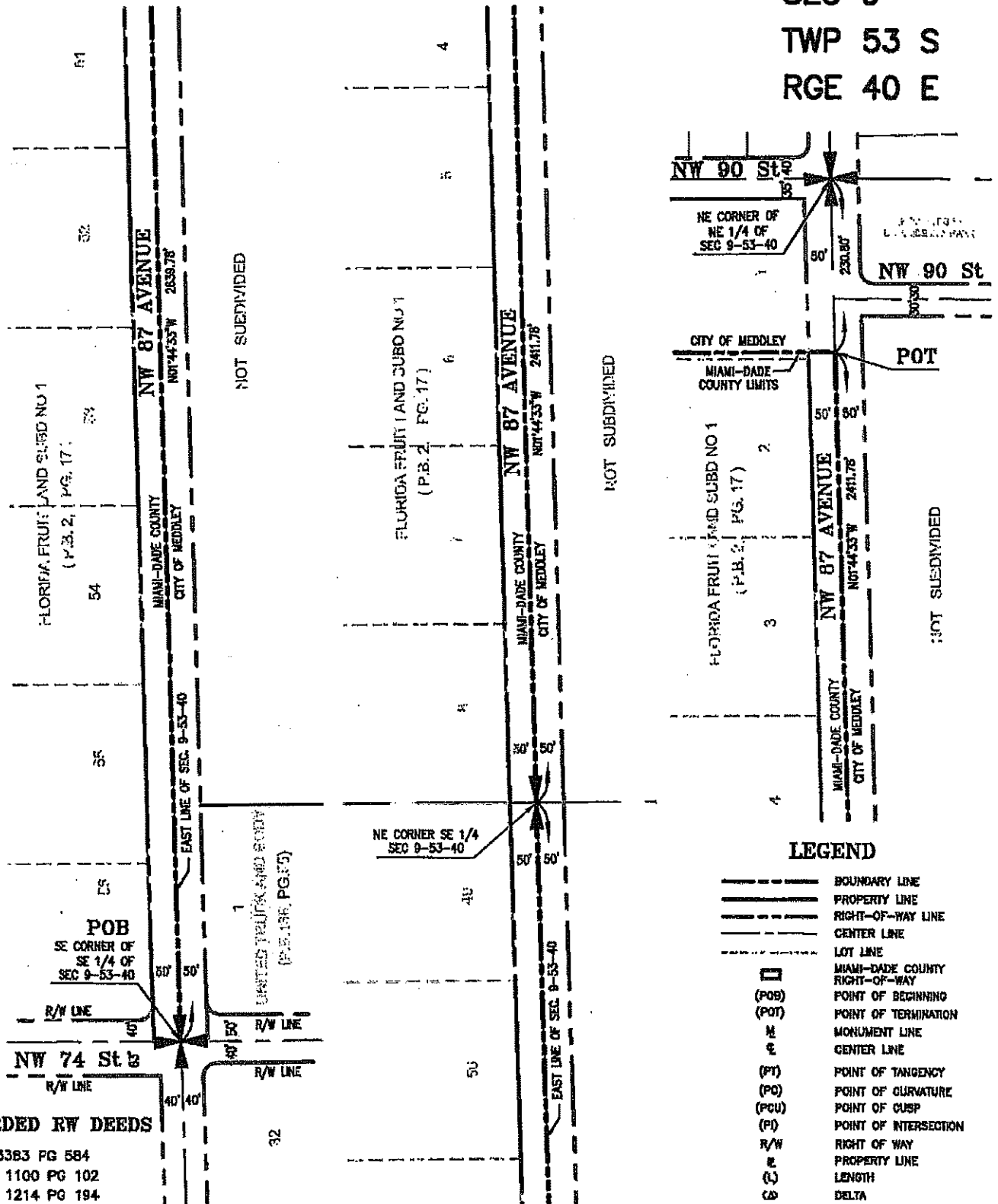
EXHIBIT "C"

PROPERTY

Copies of the PROPERTY required are attached hereto and is herein incorporated by reference as Exhibit "C1", 'Miami-Dade County', and Exhibit "C2", 'Town of Medley'.

EXHIBIT "C1"

SEC 9
TWP 53 S
RGE 40 E



RECORDED RW DEEDS

DB 3383 PG 584
ORB 1100 PG 102
ORB 1214 PG 194

THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED AND WITHOUT WHICH THIS SKETCH IS TO BE CONSIDERED VOID AND INCOMPLETE.



THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY ENGINEERING SECTION

NW 87 AVE
(NW 74 ST-NW 90 ST)
PUBLIC ROAD R/W

SCALE: 1" = 250' | DATE: 08-18-11
PREPARED BY: L. Espinosa
CHECKED BY: C. Socorro
PROJECT: 671199 | SHEET: 1 OF 2

EXHIBIT "C1"

SEC 9
TWP 53 S
RGE 40 E

LEGAL DESCRIPTION:

That portion of the E 1/2 of Section 9, Township 53 South, Range 40 East, in Miami-Dade County, Florida, which were dedicated to the Public for road purposes by Right of Way Deed dated 12-22-50 recorded in Deed Book 3383 at Page 584, Right of Way Deed dated 09-07-56 recorded in Official Records Book 1100 at Page 102, and Right of Way Deed dated 12-01-58 recorded in Official Records Book 1214 at Page 194 being more particularly described as follows:

A strip of land dedicated for road purposes, 50 feet in width, the Westerly line thereof being parallel with and 50 feet west of the following described centerline:

BEGINNING at the Southeast corner of the SE 1/4 of said Section 9; thence run N01°44'33"W, along the East line of the SE 1/4 of said Section 9, for a distance of 2639.78 feet to the Northeast corner thereof; thence continue N01°44'33"W, along the East line of the NE 1/4 of said Section 9, for a distance of 2411.78 feet to a point of intersection with the Town of Medley city limits, said point located 230.80 feet south of the Northeast corner of the NE 1/4 of said Section 9 and the POINT OF TERMINATION.

By: _____
Carlos D. Socarras, PLS
Professional Land Surveyor No. 4953
State of Florida

For: Miami-Dade County Public Works Department
Right of Way Engineering Section
111 NW 1 Street, Suite 1610
Miami, Florida 33128-1970

SURVEYOR'S NOTE:

Bearings as shown hereon refer to a bearing of N01°44'33"W along the Survey Baseline of NW 87th Avenue as shown on the Sketch. The bearing was derived from Right of Way Control Survey Sketch prepared by Keith and Schnars dated 6-12-09 for the FDOT Section N/A_F.P.I.D. 405615-3-323-01.

NOTICE: Unless it bears the signature and the original raised seal of a Florida Licensed Surveyor and Mapper, this sketch is for informational purposes only and is not valid.

THIS LEGAL DESCRIPTION IS ILLUSTRATED IN A "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" ON A SEPARATE ATTACHED SHEET. THE ATTACHED SKETCH IS SUBORDINATED TO THIS LEGAL DESCRIPTION AND IS PROVIDED SOLELY AS AN AID TO VISUALIZING THE PROPERTY DESCRIBED HEREIN.



THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY ENGINEERING SECTION

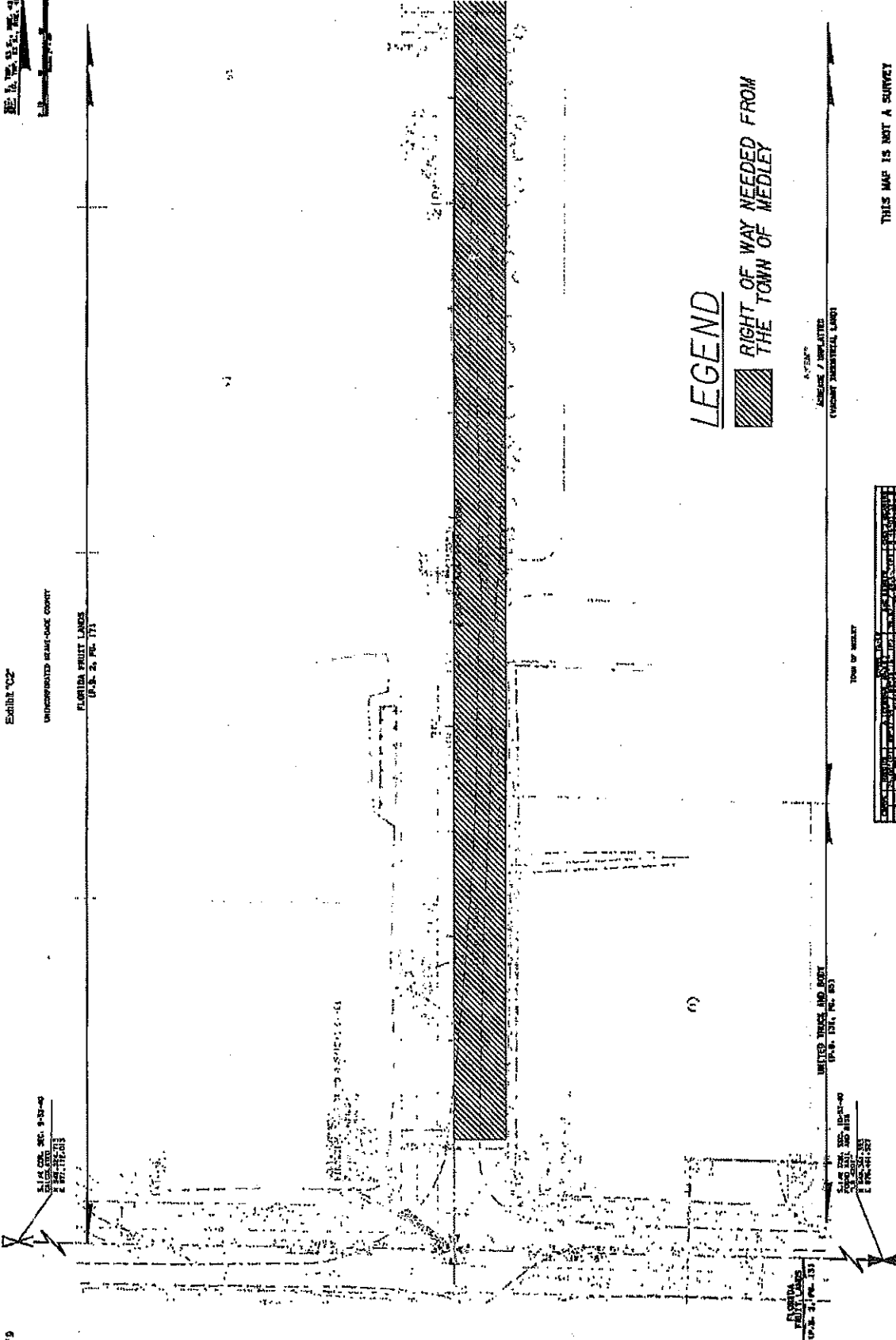
NW 87 AVE
(NW 74 ST-NW 90 ST)
PUBLIC ROAD R/W

SCALE: NOT TO SCALE | DATE: 08-18-11
PREPARED BY: L. Espinosa
CHECKED BY: C. Socarras
PROJECT: 671199 | SHEET: 2 OF 2


S.I.A. CO. INC. 9-23-40
S.I.A. CO. INC. 9-23-40
S.I.A. CO. INC. 9-23-40

Exhibit "C2"
UNINCORPORATED SEAGRAM COUNTY
FLORIDA FRUIT LANS
(P.S. 2, PL. 171)

SE. 1/4, T. 28 N., R. 20 E., S. 1/4



LEGEND

 RIGHT OF WAY NEEDED FROM THE TOWN OF MEDLEY

SECTION 1
UNINCORPORATED SEAGRAM COUNTY
(UNINCORPORATED LAND)

TOWN OF MEDLEY

UNITED TRUCK AND BODY
(P.S. 121, PL. 83)

S.I.A. CO. INC. 9-23-40
S.I.A. CO. INC. 9-23-40
S.I.A. CO. INC. 9-23-40

FLORIDA
FRUIT LANS
(P.S. 2, PL. 171)

SECTION	ACRES	FRONT	REAR	LEFT	RIGHT	AREA	PERCENTAGE
1	1.00	100.00	100.00	100.00	100.00	100.00	100.00
2	1.00	100.00	100.00	100.00	100.00	100.00	100.00
3	1.00	100.00	100.00	100.00	100.00	100.00	100.00
4	1.00	100.00	100.00	100.00	100.00	100.00	100.00
5	1.00	100.00	100.00	100.00	100.00	100.00	100.00
6	1.00	100.00	100.00	100.00	100.00	100.00	100.00
7	1.00	100.00	100.00	100.00	100.00	100.00	100.00
8	1.00	100.00	100.00	100.00	100.00	100.00	100.00
9	1.00	100.00	100.00	100.00	100.00	100.00	100.00
10	1.00	100.00	100.00	100.00	100.00	100.00	100.00
11	1.00	100.00	100.00	100.00	100.00	100.00	100.00
12	1.00	100.00	100.00	100.00	100.00	100.00	100.00
13	1.00	100.00	100.00	100.00	100.00	100.00	100.00
14	1.00	100.00	100.00	100.00	100.00	100.00	100.00
15	1.00	100.00	100.00	100.00	100.00	100.00	100.00
16	1.00	100.00	100.00	100.00	100.00	100.00	100.00
17	1.00	100.00	100.00	100.00	100.00	100.00	100.00
18	1.00	100.00	100.00	100.00	100.00	100.00	100.00
19	1.00	100.00	100.00	100.00	100.00	100.00	100.00
20	1.00	100.00	100.00	100.00	100.00	100.00	100.00
21	1.00	100.00	100.00	100.00	100.00	100.00	100.00
22	1.00	100.00	100.00	100.00	100.00	100.00	100.00
23	1.00	100.00	100.00	100.00	100.00	100.00	100.00
24	1.00	100.00	100.00	100.00	100.00	100.00	100.00
25	1.00	100.00	100.00	100.00	100.00	100.00	100.00
26	1.00	100.00	100.00	100.00	100.00	100.00	100.00
27	1.00	100.00	100.00	100.00	100.00	100.00	100.00
28	1.00	100.00	100.00	100.00	100.00	100.00	100.00
29	1.00	100.00	100.00	100.00	100.00	100.00	100.00
30	1.00	100.00	100.00	100.00	100.00	100.00	100.00
31	1.00	100.00	100.00	100.00	100.00	100.00	100.00
32	1.00	100.00	100.00	100.00	100.00	100.00	100.00
33	1.00	100.00	100.00	100.00	100.00	100.00	100.00
34	1.00	100.00	100.00	100.00	100.00	100.00	100.00
35	1.00	100.00	100.00	100.00	100.00	100.00	100.00
36	1.00	100.00	100.00	100.00	100.00	100.00	100.00
37	1.00	100.00	100.00	100.00	100.00	100.00	100.00
38	1.00	100.00	100.00	100.00	100.00	100.00	100.00
39	1.00	100.00	100.00	100.00	100.00	100.00	100.00
40	1.00	100.00	100.00	100.00	100.00	100.00	100.00
41	1.00	100.00	100.00	100.00	100.00	100.00	100.00
42	1.00	100.00	100.00	100.00	100.00	100.00	100.00
43	1.00	100.00	100.00	100.00	100.00	100.00	100.00
44	1.00	100.00	100.00	100.00	100.00	100.00	100.00
45	1.00	100.00	100.00	100.00	100.00	100.00	100.00
46	1.00	100.00	100.00	100.00	100.00	100.00	100.00
47	1.00	100.00	100.00	100.00	100.00	100.00	100.00
48	1.00	100.00	100.00	100.00	100.00	100.00	100.00
49	1.00	100.00	100.00	100.00	100.00	100.00	100.00
50	1.00	100.00	100.00	100.00	100.00	100.00	100.00

THIS MAP IS NOT A SURVEY
FROM U.S. DEPT. OF AGRIC. (1898 SURVEY)
DEVELOPED BY
SEAGRAM COUNTY, FLA.
F.P. 25, 20011-3-25-98

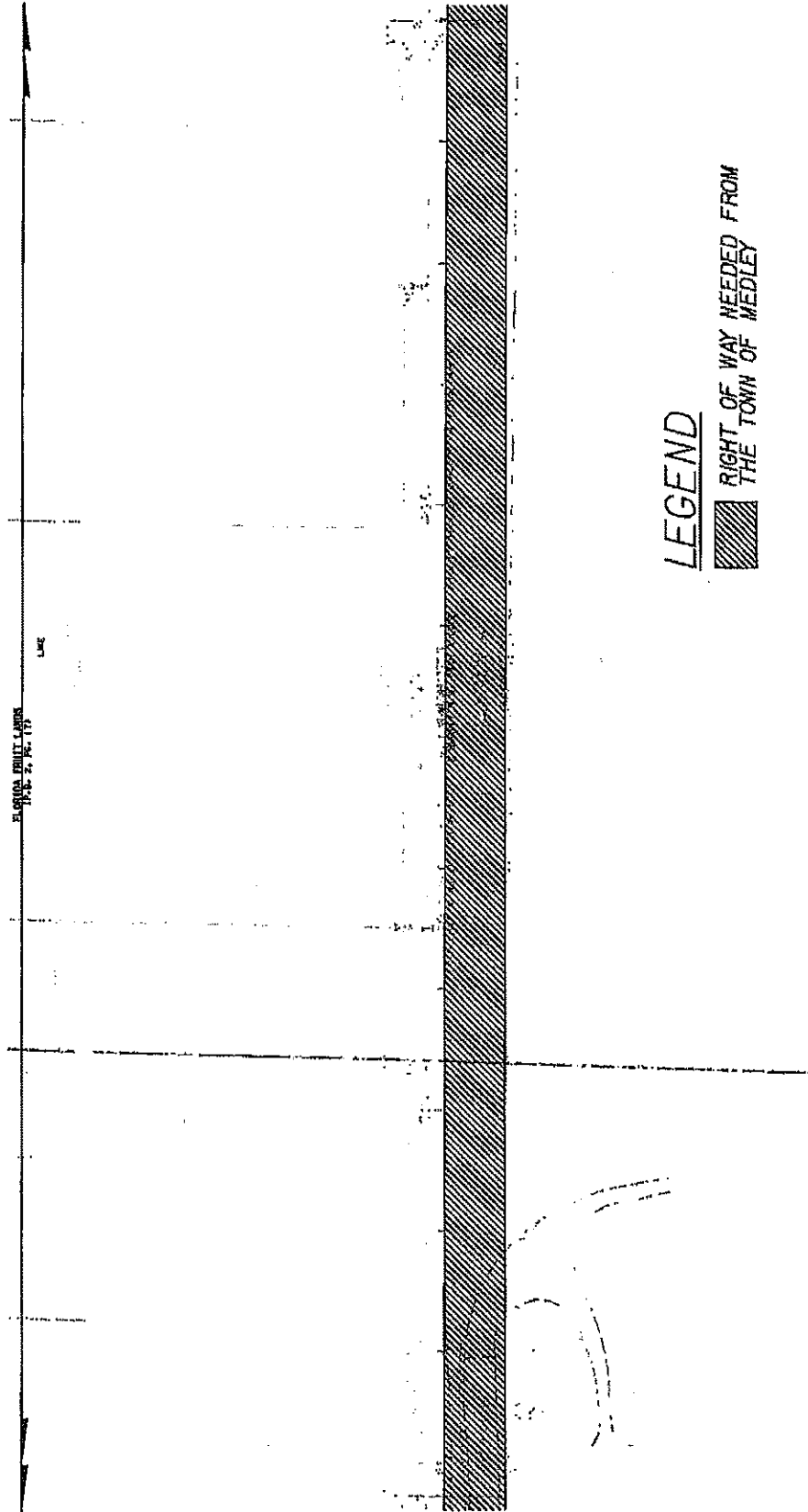
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING


SECTION 1
UNINCORPORATED SEAGRAM COUNTY
(UNINCORPORATED LAND)

THIS MAP IS NOT A SURVEY
FROM U.S. DEPT. OF AGRIC. (1898 SURVEY)
DEVELOPED BY
SEAGRAM COUNTY, FLA.
F.P. 25, 20011-3-25-98



Exhibit 'C2'
 UNINCORPORATED WIND-JACK COUNTY
 ELIGIBLE FRONT LOTS
 (P.L. 20, P.C. 17)



LEGEND
 RIGHT OF WAY NEEDED FROM THE TOWN OF MEDLEY

ACRES / UNPLATTED
 (FRONT INDUSTRIAL LOTS)

TOWN OF MEDLEY

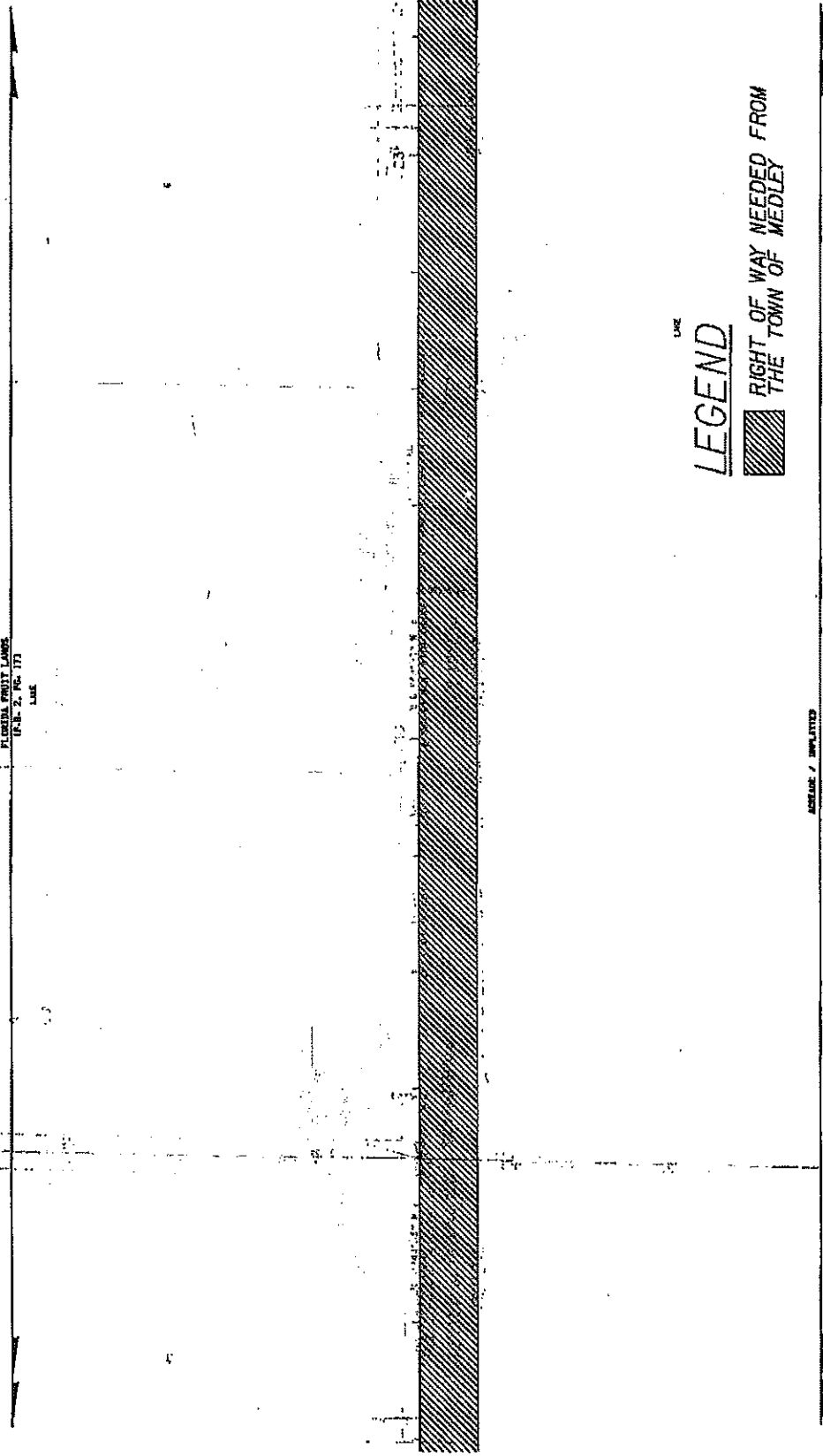
THIS MAP IS NOT A SURVEY

FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	PROJECT NO. _____ DATE _____	COUNTY _____ TOWNSHIP _____ RANGE _____ SECTION _____	PREPARED BY _____	DATE _____	SHEET NO. _____ OF _____ SHEETS
	PROJECT NAME _____	COUNTY _____ TOWNSHIP _____ RANGE _____ SECTION _____	DRAWN BY _____	DATE _____	SHEET NO. _____ OF _____ SHEETS



SECTION 02
 UNINCORPORATED MIAMI-DADE COUNTY
 FLORIDA FRUIT LANDS
 (PLAT 2, PG. 17)

BOUNDARY OF SECTION
 CALCULATED AND
 CORRECTED BY
 E. BRYANT



LEGEND
 RIGHT OF WAY NEEDED FROM THE TOWN OF MEDLEY

BOUNDARY OF SECTION
 CALCULATED AND
 CORRECTED BY
 E. BRYANT

ROAD / IMPALLETT
 (FORMER INDUSTRIAL LANE)

TOWN OF MEDLEY

THIS MAP IS NOT A SURVEY

DATE: 11/11/11
 BY: [Signature]
 TITLE: [Title]

SECTION 02
 MIAMI-DADE COUNTY
 FLORIDA

SECTION	TOWNSHIP	RANGE	SECTION	TOWNSHIP	RANGE	SECTION
02	18 N	18 W	02	18 N	18 W	02

SECTION 02
 MIAMI-DADE COUNTY
 FLORIDA

SECTION 02
 MIAMI-DADE COUNTY
 FLORIDA

SECTION 02
 MIAMI-DADE COUNTY
 FLORIDA

RIGHT OF WAY MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
 SURVEYING AND MAPPING

DATE

BY

Exhibit 'C'

UNINCORPORATED BOUNDARY CHART

ROCKY POINT LAKES
TOWNSHIP, FLA. 11

LINE

SEE A. 750, 751, 752, 753, 754

SEE A. 750, 751, 752, 753, 754



LINE

LEGEND



RIGHT OF WAY NEEDED FROM
THE TOWN OF MEDLEY

BOUNDARY / UNINCORPORATED

TOWN OF MEDLEY

THIS MAP IS NOT A SURVEY

(FROM U.S. GEOLOGICAL SURVEY TO U.S. LAND BUREAU)

DATE AND LOCATION, U.S.A.

STATE AND COUNTY

F.P.M. ID. (400118-3-25-01) SHEET 4 OF 11

FED. PROJ. MAP

STATE ROAD NO. MAP

SECTION MAP

SECTION MAP

SECTION MAP

SECTION MAP

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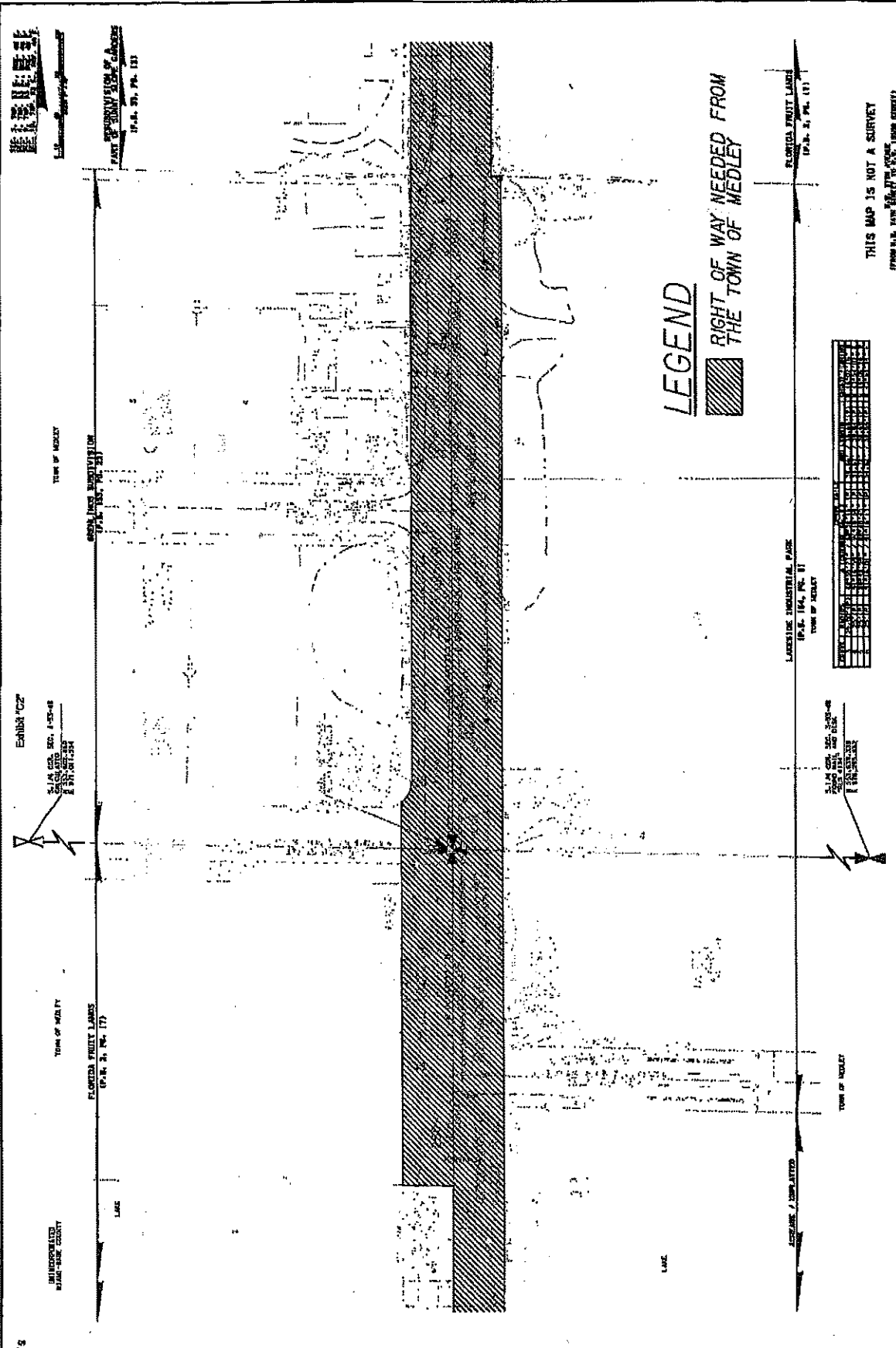
SECTION MAP

SECTION MAP

SECTION MAP

FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING

RIGHT OF WAY MAP

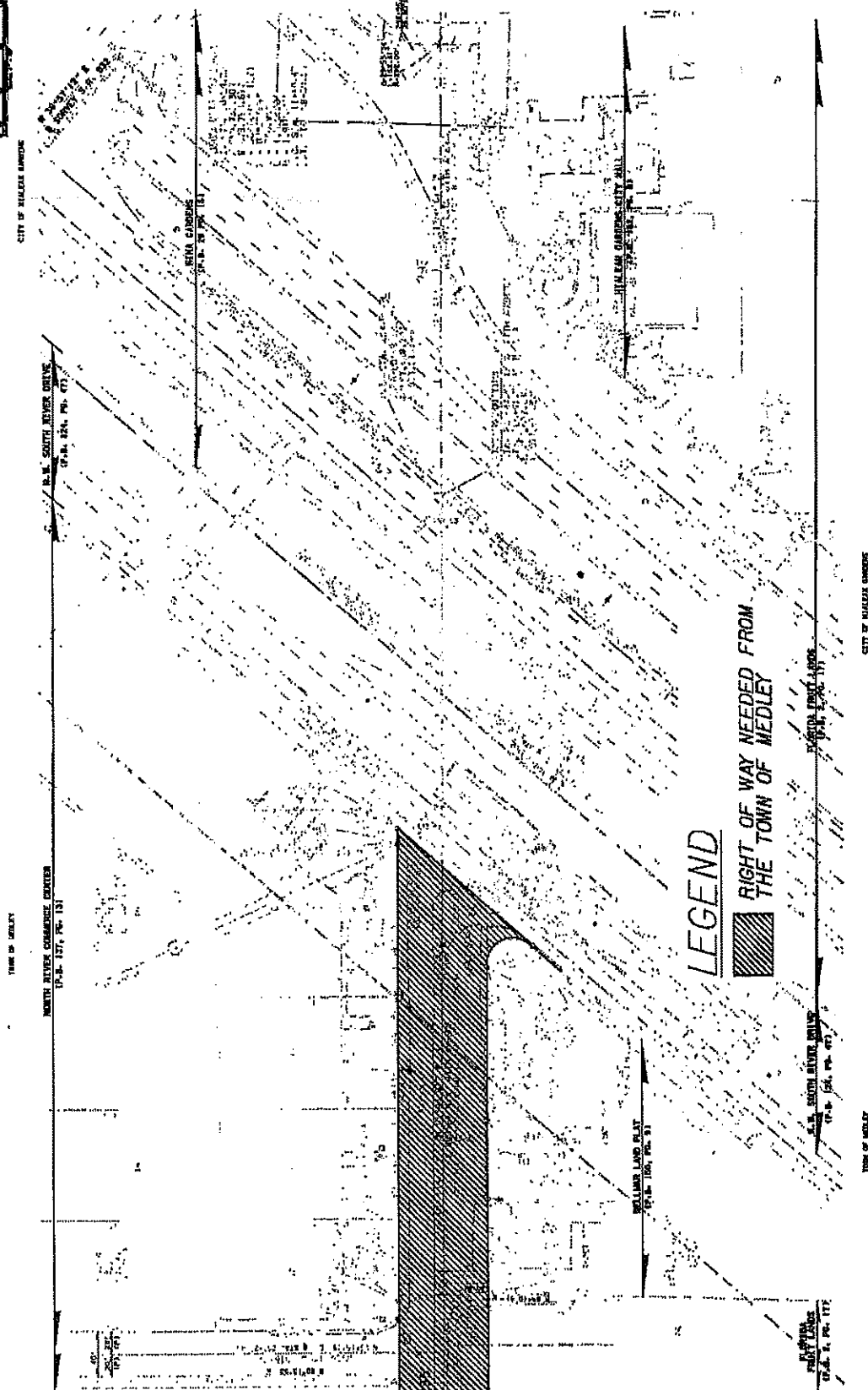


THIS MAP IS NOT A SURVEY

RIGHT OF WAY MAP FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING		PROJECT NO. _____ SHEET NO. _____ DATE OF SURVEY _____ DATE OF PLOTTING _____ DATE OF PRINTING _____
COUNTY _____ TOWNSHIP _____ SECTION _____	PROJECT NO. _____ SHEET NO. _____ DATE OF SURVEY _____ DATE OF PLOTTING _____ DATE OF PRINTING _____	PROJECT NO. _____ SHEET NO. _____ DATE OF SURVEY _____ DATE OF PLOTTING _____ DATE OF PRINTING _____

Sheet 02'

100' 0" = 1" 1" = 100' 0"

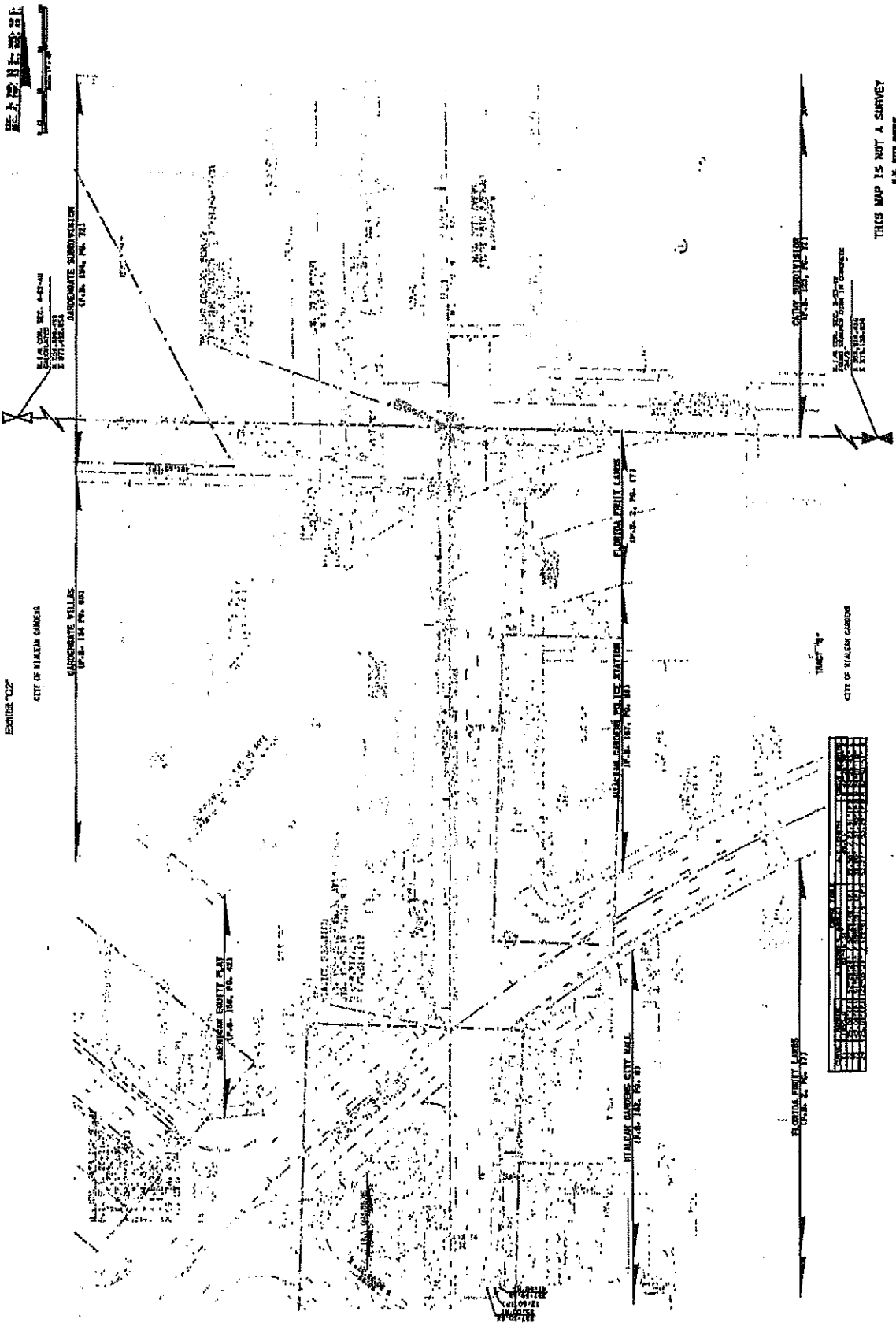


LEGEND

 RIGHT OF WAY NEEDED FROM THE TOWN OF MEDLEY

THIS MAP IS NOT A SURVEY

CITY OF NUCLEIA LAMPORE NORTH RIVER CHANGING CENTER 17-24-137, PG. 131 NORTH RIVER DRIVE 17-24-124, PG. 471 SOUTH RIVER DRIVE 17-24-124, PG. 471 WILMER LAND PLAT 17-24-100, PG. 91 FLORIDA FRONT LANE 17-24-117, PG. 117 BIRMINGHAM UNIVERSITY HALL 17-24-117, PG. 117	PROJECT NO. _____ DATE _____ DRAWN BY _____ CHECKED BY _____ APPROVED BY _____	SECTION 24 TOWNSHIP 24 N RANGE 17 E COUNTY 17-24-137-131-471-471-117-117	SHEET 02' OF 11
	PROJECT NO. _____ DATE _____ DRAWN BY _____ CHECKED BY _____ APPROVED BY _____	SECTION 24 TOWNSHIP 24 N RANGE 17 E COUNTY 17-24-137-131-471-471-117-117	SHEET 02' OF 11



THIS MAP IS NOT A SURVEY

RIGHT OF WAY MAP FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING		APPROVED BY _____ DATE _____	DRAWN BY _____ DATE _____
SHEET NO. _____ OF _____	SECTION NO. _____ TOWNSHIP _____ RANGE _____	STATE ROAD NO. _____ COUNTY _____	PROJECT NO. _____ SHEET NO. _____ OF _____