MEMORANDUM

Agenda Item No. 8(F)(1)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution authorizing the conveyance of two Perpetual Easements to the Miami-Dade Expressway Authority, for a nominal sum of $1.00 each in accordance with Florida Statutes Section 125.38, on portions of County-owned property located at 1280 NW11 Street for the expansion, construction, renovation, and maintenance of State Road No. 836 (Dolphin Expressway); authorizing the County Mayor to execute the permanent easements and to exercise any and all other rights therein; authorizing the conveyance of two temporary construction easements to the Miami-Dade Expressway Authority, for a nominal sum of $1.00 each in accordance with Florida Statutes Section 125.38, over a separate portion of such property for the construction of the expansion and renovation of State Road No. 836 (Dolphin Expressway)

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

Abigail Price-Williams
County Attorney

APW/cp

Memorandum

MIAMI-DADE COUNTY

Date: December 1, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Conveyance of Two Perpetual Easements and Two Temporary Construction Easements to the Miami-Dade Expressway Authority for Expansion of State Road No. 836

Recommendation
It is recommended that the Board of County Commissioners (Board) authorize the conveyance of two (2) perpetual easements and two (2) temporary construction easements (from January 1, 2016 to December 31, 2023) to the Miami-Dade Expressway Authority on portions of County-owned property located at 1280 NW 11 Street, Miami, Florida, for the expansion, construction, renovation, and maintenance of State Road No. 836 (Dolphin Expressway).

Scope
The site is located at 1280 NW 11 Street in Commission District 5, which is represented by Commissioner Bruno A. Barreiro.

Fiscal Impact/Funding Source
The conveyances will not require the expenditure of any County funds.

Track Record/Monitor
Shannon Clark, Real Estate Officer within the Real Estate Development Division of the Internal Services Department, is managing the conveyances.

Delegation of Authority
Authorizes the County Mayor or the County Mayor's designee to execute the Perpetual Easements (attached as Exhibits 1A and 1B) and Temporary Construction Easements (attached as Exhibits 2A and 2B) and exercise any and all rights conferred herein.

Background
The Miami-Dade Expressway Authority has requested that the County convey two (2) perpetual easements, Parcel 829A and 829B, which are 324 square feet and 20 square feet, respectively, for the expansion, construction, renovation, and maintenance of the Dolphin Expressway. The Miami-Dade Expressway Authority has also requested that the County convey two (2) temporary construction easements, Parcel 705A and 705B, which are 801 square feet and 66 square feet, respectively, for the construction of the expansion and renovation of the Dolphin Expressway.

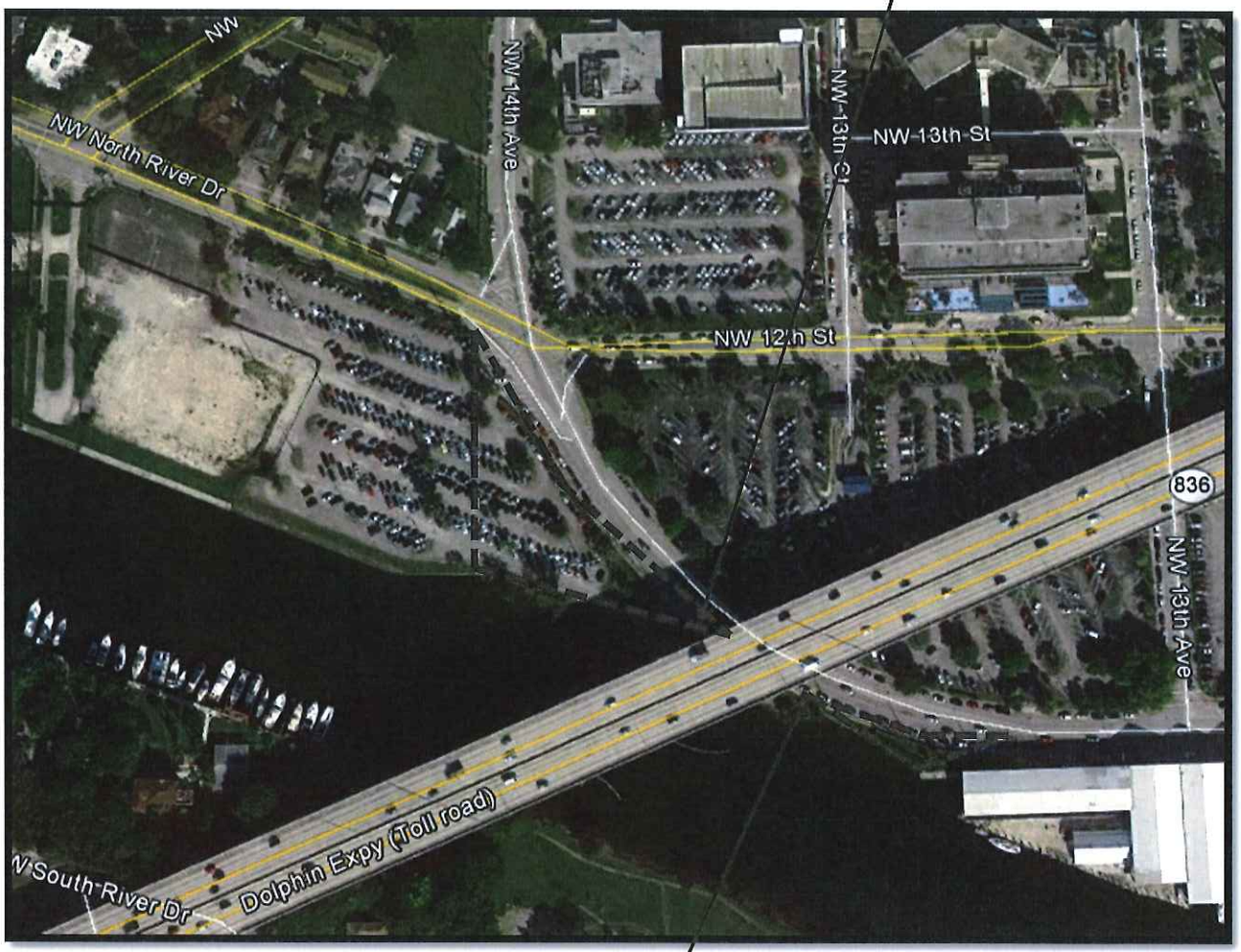
Section 125.38 of the Florida Statutes allows agencies, such as the Miami-Dade Expressway Authority, to request the use of County-owned land when such use is for a public benefit. This request is for a public benefit, as the easements are needed for the planned improvements to the Dolphin Expressway. If granted, the Miami-Dade Expressway Authority will be responsible for maintaining the proposed improvements. Additional property details are shown in Attachment 1 to this memorandum.

Attachment

Edward Marquez
Deputy Mayor

ATTACHMENT 1

Location of Temporary Construction Easement P705A & Permanent Easement P829A



Location of Temporary Construction Easement P705B & Permanent Easement P829B

County-Owned Property
Folio No. 01-3135-037-0090

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: December 1, 2015

FROM: Abigail Price-Williams, County Attorney

SUBJECT: Agenda Item No. 8(F)(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**

_____ **Statement of social equity 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(F)(1)
12-1-15

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CONVEYANCE OF TWO PERPETUAL EASEMENTS TO THE MIAMI-DADE EXPRESSWAY AUTHORITY, FOR A NOMINAL SUM OF $1.00 EACH IN ACCORDANCE WITH FLORIDA STATUTES SECTION 125.38, ON PORTIONS OF COUNTY-OWNED PROPERTY LOCATED AT 1280 NW 11 STREET FOR THE EXPANSION, CONSTRUCTION, RENOVATION, AND MAINTENANCE OF STATE ROAD NO. 836 (DOLPHIN EXPRESSWAY); AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE PERMANENT EASEMENTS AND TO EXERCISE ANY AND ALL OTHER RIGHTS THEREIN; AUTHORIZING THE CONVEYANCE OF TWO TEMPORARY CONSTRUCTION EASEMENTS TO THE MIAMI-DADE EXPRESSWAY AUTHORITY, FOR A NOMINAL SUM OF $1.00 EACH IN ACCORDANCE WITH FLORIDA STATUTES SECTION 125.38, OVER A SEPARATE PORTION OF SUCH PROPERTY FOR THE CONSTRUCTION OF THE EXPANSION AND RENOVATION OF STATE ROAD NO. 836 (DOLPHIN EXPRESSWAY); AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE TEMPORARY CONSTRUCTION EASEMENTS AND TO EXERCISE ANY AND ALL RIGHTS THEREIN

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

WHEREAS, the Miami-Dade Expressway Authority ("MDX") has proposed to improve State Road No. 836 ("Dolphin Expressway") in Miami-Dade County, adding a new lane in each direction, a new elevated eastbound ramp from NW 12 Avenue to northbound and southbound I-95 and eastbound I-395, and a new elevated ramp from southbound I-95 to westbound Dolphin Expressway with additional access at NW North River Drive, in order to eliminate traffic operational conflicts (the "Project") and to improve mobility and safety; and

WHEREAS, in order to complete the Project, MDX has requested the County to convey to MDX two perpetual easements for the purpose of the expansion, construction, renovation, and maintenance of the Dolphin Expressway, and two temporary construction easements for a period from January 1, 2016 to December 31, 2023, for the purpose of the construction of such project; and

WHEREAS, the Perpetual Easements, attached hereto as Exhibit 1A and Exhibit 1B, encompass 324 square feet of land on the north side of the Dolphin Expressway and 20 square feet of land on the south side of the Dolphin Expressway, respectively, and the Temporary Construction Easements, attached hereto as Exhibit 2A and Exhibit 2B, encompass 801 square feet of land on the north side of the Dolphin Expressway and 66 square feet of land on the south side of the Dolphin Expressway, respectively; and

WHEREAS, the Board finds that pursuant to Section 125.38 of the Florida Statutes, said easements are required for such transportation use, are not needed for County purposes, and would promote public benefit and welfare,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board (1) adopts the foregoing recitals as set forth herein; (2) pursuant to Section 125.38, Florida Statutes, approves the conveyances to MDX for the nominal consideration of $1.00 each of two Perpetual Easements and two Temporary Construction Easements in substantially the forms attached hereto and made a part hereof as Exhibit 1A, Exhibit 1B, Exhibit 2A and Exhibit 2B, respectively, subject to the restriction that said parcels be used by MDX for transportation related improvements and maintenance to the Dolphin Expressway; (3) authorizes the County Mayor or

the County Mayor's designee to execute said perpetual easements and temporary construction easements for and on behalf of Miami-Dade County and to exercise all provisions herein; and (4) pursuant to Resolution No. R-974-09, the Board (a) directs the County Mayor or County Mayor's designee to record said instruments of conveyance executed herein in the Public Records of Miami-Dade County and to provide recorded copies of said instruments to the Clerk of the Board within 30 days of execution of said instruments; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of said instruments together with this resolution.

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

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 1st day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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

Exhibit 1A

Return to:
Real Estate Development Division
Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, FL 33128

Instrument prepared by:
Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, FL 33128

Folio No. a portion of
#01-3135-037-0090/Parcel 829A
User Department: Miami-Dade County
Internal Services

PERPETUAL EASEMENT

THIS EASEMENT made the _____ day of _____, 20 _____, by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, Grantor, to the MIAMI-DADE EXPRESSWAY AUTHORITY, an agency of the State of Florida, 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 non-exclusive perpetual easement for the purpose of the expansion, construction, renovation, and maintenance of 836 Expressway, in, over, under, upon and including a right to ingress and egress through the following described land (the "Easement Area") in Miami-Dade County, Florida:

AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND TO BE MADE A PART HEREOF

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

THAT Grantee shall indemnify and hold Grantor harmless from any and all damages and/or liability, claims, demand, actions and/or suits of any nature arising out of, relating to, or resulting from negligent or wrongful act(s) of Grantee's employees, agents, or instrumentalities, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Grantee hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

However, nothing herein shall be deemed to indemnify Grantor from any liability or claim arising out of the negligent performance or failure of performance of Grantor.

THAT this easement is solely for the purpose of the expansion, construction, renovation, and maintenance of 836 Expressway, and no other uses of the Easement Area are permitted.

THAT in the event said transportation use is permanently discontinued or abandoned as determined in Grantor's sole discretion, then upon written notice by Grantor to Grantee, or its successors or assigns, this easement shall terminate,

and title to the above described property shall revert to the Grantor, its successors and assigns, and the County shall have the right to immediately possess same.

During any construction, Grantee shall cause its construction contractor(s) to maintain comprehensive general liability insurance providing for a limit amount of not less than $1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of $5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than $50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of $100,000 for all damages arising out of injury to, or destruction of, property during the period the policy is carried. Grantor shall be named as Additional Insured in such policies and Grantee will provide a current copy of such insurance certificate to Grantor.

THAT this Easement is subject to all applicable permit requirements and any other required agreements or approvals, and concurrences.

THAT the Easement is granted pursuant to Resolution No._____ passed by the Miami-Dade Board of County Commissioners of the Miami-Dade County, Florida records, a copy of which is attached herewith and forms part thereof;

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

THAT Grantor makes no representations as to the title or condition of the property within the Easement Area or the suitability of the Easement Area property for the use intended hereunder.

The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

Nothing in this Easement shall restrict the Grantor's right to utilize said property for any use which is not inconsistent with the rights conveyed hereunder.

This grant conveys only an interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

SIGNATURES APPEAR ON NEXT PAGE

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 County Mayor or the County Mayor's designee, the day and year aforesaid.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

County of Miami-Dade, Florida,
By its Board of County Commissioners

By: _____
Carlos A. Gimenez
Mayor

_____

_____
(Address)

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

//

LEGAL DESCRIPTION - PARCEL 829-A: Exhibit "A"

That easement being a portion of land in Tract 9 of "CIVIC CENTER SECTION" ONE, a subdivision lying in the NE ¼ of the SW ¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at point of intersection of the Southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying northwesterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run N67°36'41"W along the southwesterly line of said Tract 9, for a distance of 10.86 feet to the point of intersection with the northwesterly line of the herein described easement, thence run N65°50'57"E along said easement line, for a distance of 42.90 feet to the point of intersection with the southwesterly Right of Way Line on NW North River Drive, coincident with the northeasterly line of said Tract 9, said point being on a circular curve concave to the northwest; thence run southeasterly along said circular curve also being the southwesterly Right of Way Line of NW North River Drive, having a radius of 828.31 feet through a central angle of 00°36'43" subtending a 8.85 foot chord which bears S51°08'42"E, for an arc distance of 8.85 feet to the point of intersection with the Existing Limited access Right of Way Line lying northwesterly of S.R. 836 as per F.D.O.T. Right of Way Map for section 87200-2505; thence run S65°50'57"W, along said Existing Limited Access Right of way Line, for a distance of 39.45 feet to the point of intersection with the southwesterly line of said Tract 9 and the **POINT OF BEGINNING.**

Containing an area of 324 square feet, more or less.

GENERAL NOTES:

1. This Sketch is Not a Survey.
2. Reproductions of this map are not valid without the signature and original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
3. Bearings and coordinates are relative to the State Plane Coordinates System, Florida East Zone, Traverse Mercator Projection, North American Datum (NAD83) 1983 adjustment 2007 and are based on a PNC Project Baseline bearing of N 03°42'37" W being established between FDOT monuments:
PNC02 stamped 87 11 PNC02 (N 526779.1510, E 919562.7520) and
PNC04 stamped 87 11 PNC04 (N 528164.0790, E 919472.9400)
and therefrom a bearing of N 87°51'13" E along the Monument Line of NW 12th Street between NW 12th AVENUE and NW 13th AVENUE.
4. Addition and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
5. Prepared for MIAMI-DADE EXPRESSWAY AUTHORITY.
6. Date Prepared: October 27th, 2014.

JOSÉ L. SANFIEL, DATE: 03-31-2015
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5636

THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

REVISION	BY	DATE
COMMENTS BY MDX	T.MOREJON	03-31-15

MIAMI-DADE EXPRESSWAY AUTHORITY

LEGAL DESCRIPTION-PARCEL 829-A

STATE ROAD NO. 836 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	T.MOREJON	02-03-2015
CHECKED	A.TOIRAC	02-03-2015

PREPARED BY:
CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC.
9594 NW 41st STREET, SUITE 201, DORAL,FL.33178
TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360

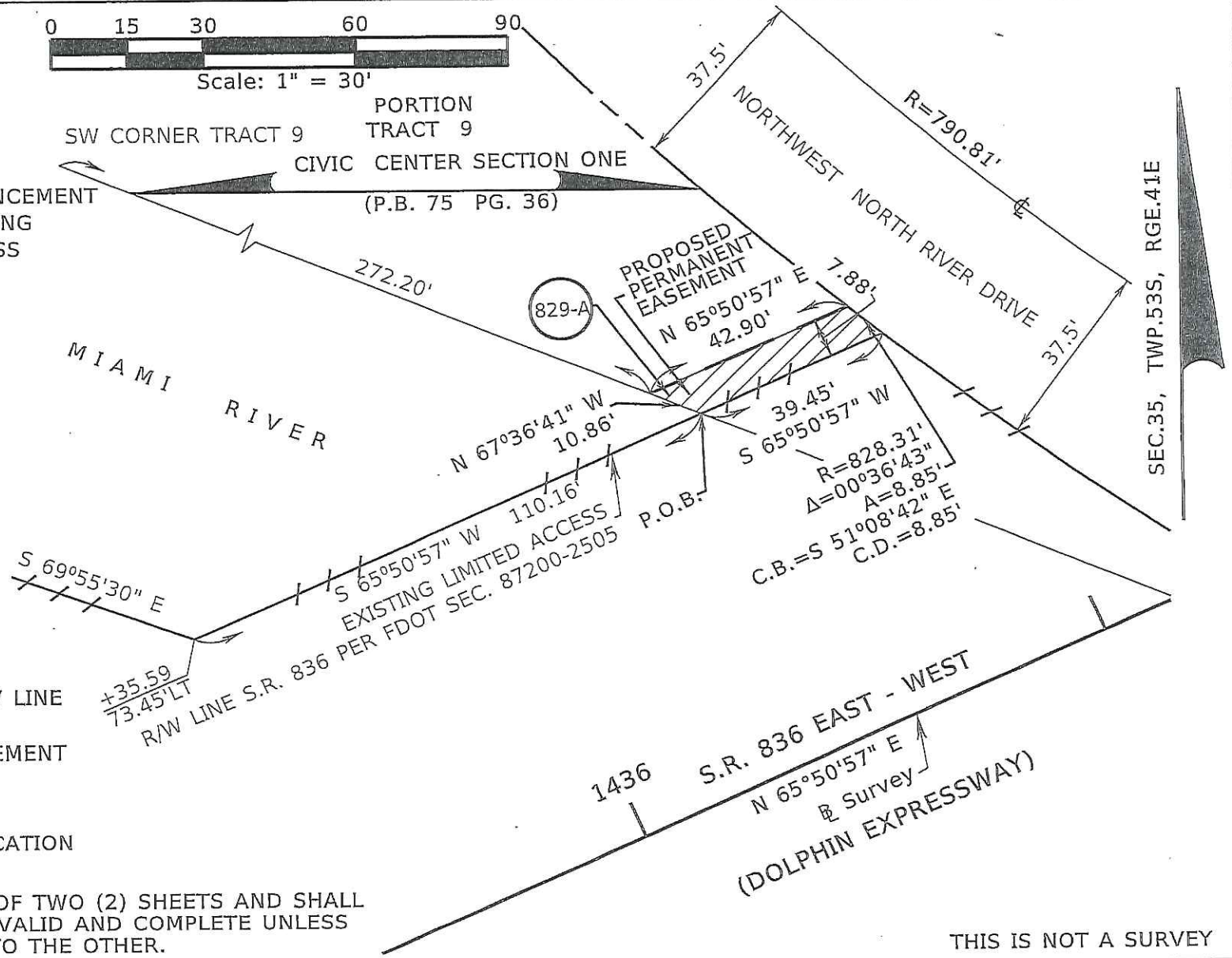
DATA SOURCE:
SEE GENERAL NOTES

Proj. NO. 83611 | SECTION 87200 | SHEET 1 OF 2

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
829-A	MIAMI-DADE COUNTY GSA R/E MGMT	324 SF	UNDETERMINED	

LEGEND:

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
S.R. = STATE ROAD
℄ = CENTERLINE
℄ = BASELINE
℄ = PROPERTY LINE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
LB = LICENSED BUSINESS
R = RADIUS
A = CURVE LENGTH
Δ = DELTA
CD = CHORD DISTANCE
CB = CHORD BEARING
N/A = NOT APPLICABLE
PG. = PAGE
P.B. = PLAT BOOK
R/W = RIGHT OF WAY
L/A = LIMITED ACCESS
SEC. = SECTION
TWP. = TOWNSHIP
RGE. = RANGE
SF = SQUARE FEET
PROJ. = PROJECT
No. = NUMBER
/ / / = EXISTING L/A R/W LINE
— — = PROPOSED PERMANENT EASEMENT
2 = BLOCK NUMBER
829-A = PARCEL IDENTIFICATION NUMBER



THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

MIAMI-DADE EXPRESSWAY AUTHORITY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE
COMMENTS BY MDX	T.MOREJON	03-31-2015

$USERS $DATES $TIMES $FILES

STATE ROAD NO. 836

MIAMI DADE COUNTY

	BY	DATE
DRAWN	T.MOREJON	02-03-2015
CHECKED	A. TOIRAC	02-03-2015

PREPARED BY: CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 9594 NW 41st STREET, SUITE 201, DORAL,FL.33178 TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 83611

SECTION 87200

SHEET 2 OF 2

Exhibit 1B

Return to:
Real Estate Development Division
Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, FL 33128

Instrument prepared by:
Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, FL 33128

Folio No. a portion of
#01-3135-037-0090/Parcel 829B
User Department: Miami-Dade County
Internal Services

PERPETUAL EASEMENT

THIS EASEMENT made the _____ day of _____, 20 _____, by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, Grantor, to the MIAMI-DADE EXPRESSWAY AUTHORITY, an agency of the State of Florida, 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 non-exclusive perpetual easement for the purpose of the expansion, construction, renovation, and maintenance of 836 Expressway, in, over, under, upon and including a right to ingress and egress through the following described land (the "Easement Area") in Miami-Dade County, Florida:

AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND TO BE MADE A PART HEREOF

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

THAT Grantee shall indemnify and hold Grantor harmless from any and all damages and/or liability, claims, demand, actions and/or suits of any nature arising out of, relating to, or resulting from negligent or wrongful act(s) of Grantee's employees, agents, or instrumentalities, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Grantee hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

However, nothing herein shall be deemed to indemnify Grantor from any liability or claim arising out of the negligent performance or failure of performance of Grantor.

THAT this easement is solely for the purpose of the expansion, construction, renovation, and maintenance of 836 Expressway, and no other uses of the Easement Area are permitted.

THAT in the event said transportation use is permanently discontinued or abandoned as determined in Grantor's sole discretion, then upon written notice by Grantor to Grantee, or its successors or assigns, this easement shall terminate, and title to the above described property shall revert to the Grantor, its successors and assigns, and the County shall have the right to immediately possess same.

During any construction, Grantee shall cause its construction contractor(s) to maintain comprehensive general liability insurance providing for a limit amount of not less than $1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of $5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than $50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of $100,000 for all damages arising out of injury to, or destruction of, property during the period the policy is carried. Grantor shall be named as Additional Insured in such policies and Grantee will provide a current copy of such insurance certificate to Grantor.

THAT this Easement is subject to all applicable permit requirements and any other required agreements or approvals, and concurrences.

THAT the Easement is granted pursuant to Resolution No._____ passed by the Miami-Dade Board of County Commissioners of the Miami-Dade County, Florida records, a copy of which is attached herewith and forms part thereof;

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

THAT Grantor makes no representations as to the title or condition of the property within the Easement Area or the suitability of the Easement Area property for the use intended hereunder.

The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

Nothing in this Easement shall restrict the Grantor's right to utilize said property for any use which is not inconsistent with the rights conveyed hereunder.

This grant conveys only an interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

SIGNATURES APPEAR ON NEXT PAGE

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 County Mayor or the County Mayor's designee, the day and year aforesaid.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

County of Miami-Dade, Florida,
By its Board of County Commissioners

By: _____
Carlos A. Gimenez
Mayor

_____

_____
(Address)

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

LEGAL DESCRIPTION - PARCEL 829-B: Exhibit "A"

That easement being a portion of land in Tract 9 of CIVIC CENTER SECTION ONE, a subdivision lying in the NE ¼ of the SW ¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:
BEGINNING at the point of intersection of the southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying southeasterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run N65°50'57"E, along said Existing Limited Access Line, for a distance of 2.21 feet to the point of intersection with the southwesterly right of way line of NW North River Drive, coincident with the northeasterly line of said Tract 9, said point being on a circular curve concave to the northeast; thence run southeasterly along said circular curve also being the southwesterly right of way line of NW North River Drive and northeasterly line of said Tract 9, having a radius of 828.31 feet through a central angle of 00°42'18" subtending a 10.19 foot chord which bears S64°00'10"E, for an arc distance of 10.19 feet to the point of intersection with the southeasterly line of the herein described easement, thence run S65°50'57"W, along said easement line, for a distance of 2.89 feet to the point of intersection with the southwesterly line of said Tract 9; thence run N60°57'51"W, along the southwesterly line of Tract 9, for a distance of 9.77 feet to the **POINT OF BEGINNING.**

Containing an area of 20 square feet, more or less.

GENERAL NOTES:

1. This Sketch is Not a Survey.
2. Reproductions of this map are not valid without the signature and original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
3. Bearings and coordinates are relative to the State Plane Coordinates System, Florida East Zone, Traverse Mercator Projection, North American Datum (NAD83) 1983 adjustment 2007 and are based on a PNC Project Baseline bearing of N 03°42'37" W being established between FDOT monuments:
PNC02 stamped 87 11 PNC02 (N 526779.1510, E 919562.7520) and
PNC04 stamped 87 11 PNC04 (N 528164.0790, E 919472.9400)
and therefrom a bearing of N 87°51'13" E along the Monument Line of NW 12th Street between NW 12th AVENUE and NW 13th AVENUE.
4. Addition and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
5. Prepared for MIAMI-DADE EXPRESSWAY AUTHORITY.
6. Date Prepared: October 27th, 2014.

JOSE L. SANFIEL, DATE: 03-12-2015
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5636

THIS DOCUMENT CONSISTS OF THREE (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER. THIS IS NOT A SURVEY

PARCEL REDUCED	T.MOREJON	03-12-2015
REVISION	BY	DATE

$USER$ $DATE$ $TIME$ $FILE$

MIAMI-DADE EXPRESSWAY AUTHORITY

LEGAL DESCRIPTION-PARCEL 829-B

STATE ROAD NO. 836 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	T.MOREJON	02-03-2015
CHECKED	A.TOIRAC	02-03-2015

PREPARED BY:
CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC.
9594 NW 41st STREET, SUITE 201, DORAL,FL,33178
TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360

DATA SOURCE:
SEE GENERAL NOTES

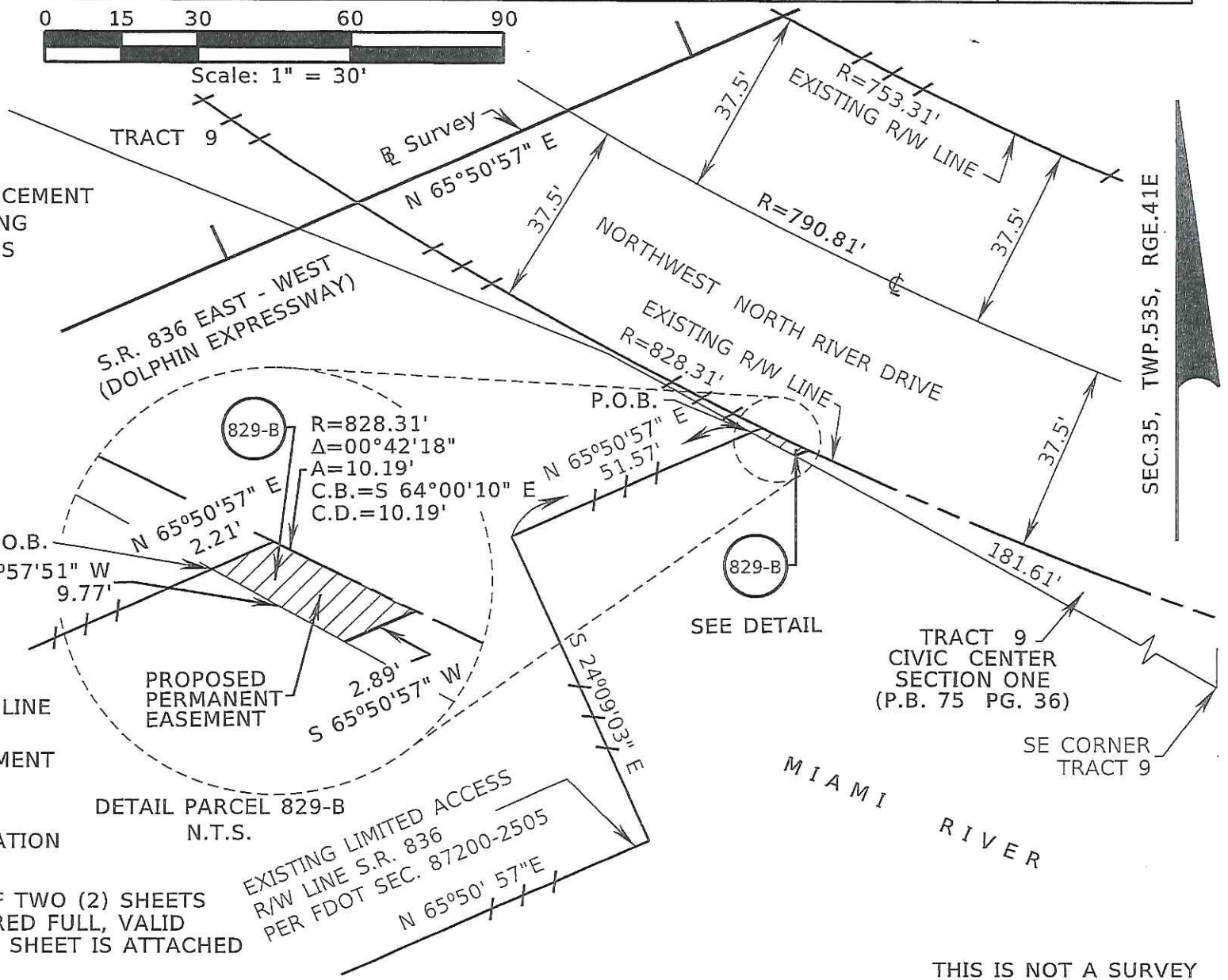
Proj. NO. 83611 SECTION 87200 SHEET 1 OF 2

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
829-B	MIAMI-DADE COUNTY GSA R/E MGMT	20 SF	UNDETERMINED	

LEGEND:

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
S.R. = STATE ROAD
℄ = CENTERLINE
℄ = BASELINE
℄ = PROPERTY LINE
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
LB = LICENSED BUSINESS
R = RADIUS
A = CURVE LENGTH
Δ = DELTA
CD = CHORD DISTANCE
CB = CHORD BEARING
N/A = NOT APPLICABLE
PG. = PAGE
P.B. = PLAT BOOK
L/A = LIMITED ACCESS
R/W = RIGHT OF WAY
SEC. = SECTION
TWP. = TOWNSHIP
RGE. = RANGE
SF = SQUARE FEET
PROJ. = PROJECT
No. = NUMBER
= EXISTING L/A R/W LINE
= PROPOSED PERMANENT EASEMENT
2 = BLOCK NUMBER
829-B = PARCEL IDENTIFICATION NUMBER

THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.



DETAIL PARCEL 829-B
N.T.S.

THIS IS NOT A SURVEY

MIAMI-DADE EXPRESSWAY AUTHORITY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE
PARCEL REDUCED	T.MOREJON	03-12-2015

STATE ROAD NO. 836 — MIAMI DADE COUNTY

	BY	DATE
DRAWN	T.MOREJON	02-03-2015
CHECKED	A. TOIRAC	02-03-2015

PREPARED BY: CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 9594 NW 41st STREET, SUITE 201, DORAL,FL.33178 TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 83611 | SECTION 87200 | SHEET 2 OF 2

Exhibit 2A

Return to:
Real Estate Development Division
Miami-Dade County Internal Services Dept
111 N.W. 1st Street, Suite 2460
Miami, FL 33128

Instrument prepared by:
Shannon Clark
Miami-Dade County Internal Services Dept
111 N.W. 1st Street, Suite 2460
Miami, FL 33128

Folio No.: A portion of 01-3135-037-0090
Parcel 705A
User Department: Internal Services

TEMPORARY EASEMENT

THIS EASEMENT, made this _____ day of _____, 20 _____, by and between, grantor, to the MIAMI-DADE EXPRESSWAY AUTHORITY, 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: the construction of the expansion and renovation of 836 Expressway, in, upon, over and including a right to ingress and egress to such Easement Area through the following described land in Miami-Dade County, Florida, described as follows, viz:

PARCEL 705-A (Construction Easement) PROJECT No. 83611

That easement being a portion of land in tract 9 of "**CIVIC CENTER SECTION**" ONE, a subdivision lying in the NE¼ of the SW¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:
COMMENCE at the point of intersection of the Southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying northwesterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run N67°36'41"W along the southwesterly line of said Tract 9, for a distance of 10.86 feet to the **POINT OF BEGINNING** of the hereinafter described easement; thence continue N67°36'41"W, along the southwesterly line of said Tract 9, for a distance of 23.58 feet to the point of intersection with the northwesterly line of the herein described easement, thence run N65°50'57"E, along said easement line, for a distance of 50.76 feet to the point of intersection with the southwesterly right of way line on NW North River Drive, said point being on a circular curve concave to the northwest; thence run southeasterly along said circular curve also being the southwesterly right of way line of NW North River Drive, having a radius of 828.31 feet through a central angle of 01°19'04" subtending a 19.05 foot chord which bears S50°10'48"E, for an arc distance of 19.05 feet to the point of intersection with the southeasterly line of the herein described easement; thence run S65°50'57"W, along said southeasterly line of the herein described easement, for a distance of 42.90 feet to the point of intersection with the southwesterly line of said Tract 9 and the **POINT OF BEGINNING.**

Containing an area of 801 square feet, more or less.

AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND TO BE MADE A PART HEREOF

THAT Grantee shall indemnify and hold Grantor harmless from any and all damages and/or liability, claims, demand, actions and/or suits of any nature arising out of, relating to, or resulting from negligent or wrongful act(s)

of Grantee's employees, agents, or instrumentalities, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Grantee hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

However, nothing herein shall be deemed to indemnify Grantor from any liability or claim arising out of the negligent performance or failure of performance of Grantor.

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 from January 1, 2016 to December 31, 2023, and all rights of the second party hereunder, including ownership and maintenance of said easement shall cease upon expiration of said term. In the event that the construction, expansion, and the renovation of the 836 Expressway is permanently abandoned or discontinued, as determined in the sole discretion of Miami-Dade County, then upon notice by Miami-Dade County to the Miami-Dade Expressway Authority, this Easement shall terminate.

During any construction, Grantee shall cause its construction contractor(s) to maintain comprehensive general liability insurance providing for a limit amount of not less than $1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of $5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than $50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of $100,000 for all damages arising out of injury to, or destruction of, property during the period the policy is carried. Grantor shall be named as Additional Insured in such policies and Grantee will provide a current copy of such insurance certificate to Grantor.

THAT this Easement is subject to all applicable permit requirements and any other required agreements or approvals, and concurrences.

THAT the Easement is granted pursuant to Resolution No._____ passed by the Miami-Dade Board of County Commissioners of the Miami-Dade County, Florida records, a copy of which is attached herewith and forms part thereof;

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

THAT Grantor makes no representations as to the title or condition of the property within the Easement Area or the suitability of the Easement Area property for the use intended hereunder.

The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

Nothing in this Easement shall restrict the Grantor's right to utilize said property for any use which is not inconsistent with the rights conveyed hereunder.

Grantor makes no representations as to the title or condition of the property within the Easement Area, or the suitability of the Easement Area property for the use intended hereunder. The grant conveys only an interest of the County and its Board of County Commissioners in the property, and shall not be deemed to warrant the title or to represent any set of facts concerning same.

IN WITNESS WHEREOF, the grantor 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.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

County of Miami-Dade, Florida,
By its Board of County Commissioners

By: _____

Carlos A. Gimenez
Mayor

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

LEGAL DESCRIPTION - PARCEL 705-A: Exhibit "A"

That easement being a portion of land in tract 9 of "CIVIC CENTER SECTION" ONE, a subdivision lying in the NE ¼ of the SW ¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:
COMMENCE at the point of intersection of the Southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying northwesterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run N67°36'41"W along the southwesterly line of said Tract 9, for a distance of 10.86 feet to the **POINT OF BEGINNING** of the hereinafter described easement; thence continue N67°36'41"W, along the southwesterly line of said Tract 9, for a distance of 23.58 feet to the point of intersection with the northwesterly line of the herein described easement, thence run N65°50'57"E, along said easement line, for a distance of 50.76 feet to the point of intersection with the southwesterly right of way line on NW North River Drive, said point being on a circular curve concave to the northwest; thence run southeasterly along said circular curve also being the southwesterly Right of Way line of NW North River Drive, having a radius of 828.31 feet through a central angle of 01°19'04" subtending a 19.05 foot chord which bears S 50°10'48"E, for an arc distance of 19.05 feet to the point of intersection with the southeasterly line of the herein described easement; thence run S65°50'57"W, along said southeasterly line of the herein described easement, for a distance of 42.90 feet to the point of intersection with the southwesterly line of said Tract 9 and the **POINT OF BEGINNING.**
Containing an area of 801 square feet, more or less.

GENERAL NOTES:

1. This Sketch is Not a Survey.
2. Reproductions of this map are not valid without the signature and original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
3. Bearings and coordinates are relative to the State Plane Coordinates System, Florida East Zone, Traverse Mercator Projection, North American Datum (NAD83) 1983 adjustment 2007 and are based on a PNC Project Baseline bearing of N 03°42'37" W being established between FDOT monuments:
PNC02 stamped 87 11 PNC02 (N 526779.1510, E 919562.7520) and
PNC04 stamped 87 11 PNC04 (N 528164.0790, E 919472.9400)
and therefrom a bearing of N 87°51'13" E along the Monument Line of NW 12th Street between NW 12th AVENUE and NW 13th AVENUE.
4. Addition and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
5. Prepared for MIAMI-DADE EXPRESSWAY AUTHORITY.
6. Date Prepared: October 27th, 2014.

JOSE L. SANFIEL, DATE: 03-04-2015
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5636

THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

REVISION	BY	DATE
700's REDUCED	T.MOREJON	03-04-2015

MIAMI-DADE EXPRESSWAY AUTHORITY

LEGAL DESCRIPTION-PARCEL 705-A

STATE ROAD NO. 836 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	T.MOREJON	02-03-2015
CHECKED	A.TOIRAC	02-03-2015

PREPARED BY:
CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC.
9594 NW 41st STREET, SUITE 201, DORAL,FL,33178
TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360

DATA SOURCE: SEE GENERAL NOTES

Proj. NO. 83611 | SECTION 87200 | SHEET 1 OF 2

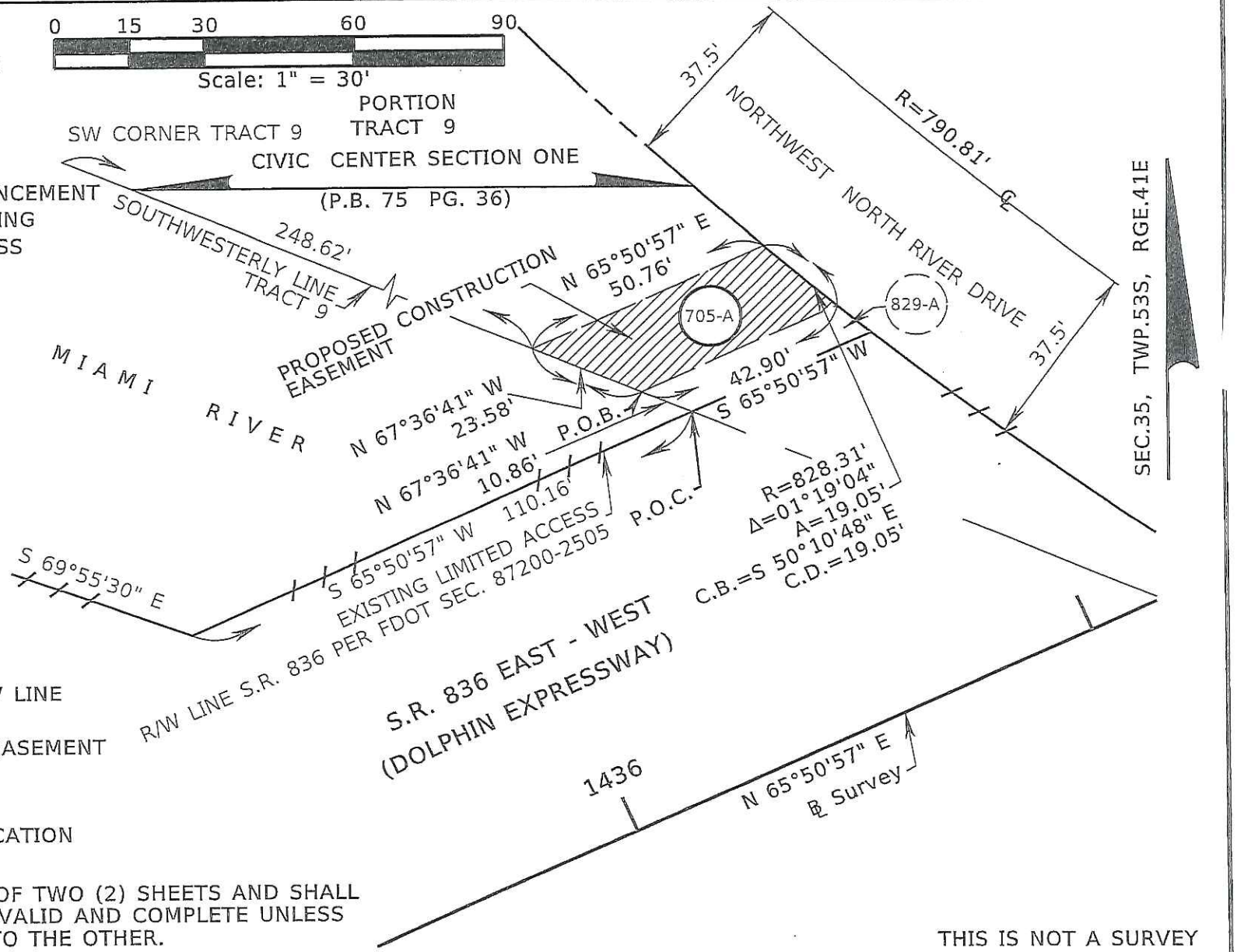
$USERS $DATES $TIMES $FILES

22

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
705-A	MIAMI-DADE COUNTY GSA R/E MGMT	801 SF	UNDETERMINED	

LEGEND:

FDOT	=	FLORIDA DEPARTMENT OF TRANSPORTATION
S.R.	=	STATE ROAD
℄	=	CENTERLINE
℞	=	BASELINE
PL	=	PROPERTY LINE
P.O.C.	=	POINT OF COMMENCEMENT
P.O.B.	=	POINT OF BEGINNING
LB	=	LICENSED BUSINESS
R	=	RADIUS
A	=	CURVE LENGTH
Δ	=	DELTA
CD	=	CHORD DISTANCE
CB	=	CHORD BEARING
N/A	=	NOT APPLICABLE
PG.	=	PAGE
P.B.	=	PLAT BOOK
R/W	=	RIGHT OF WAY
L/A	=	LIMITED ACCESS
SEC.	=	SECTION
TWP.	=	TOWNSHIP
RGE.	=	RANGE
SF	=	SQUARE FEET
PROJ.	=	PROJECT
No.	=	NUMBER
//////	=	EXISTING L/A R/W LINE
— ———	=	PROPOSED CONSTRUCTION EASEMENT
2	=	BLOCK NUMBER
705-A	=	PARCEL IDENTIFICATION NUMBER



THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

MIAMI-DADE EXPRESSWAY AUTHORITY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE
700's REDUCED	T.MOREJON	03-04-2015

STATE ROAD NO. 836 — MIAMI DADE COUNTY

	BY	DATE
DRAWN	T.MOREJON	02-03-2015
CHECKED	A. TOIRAC	02-03-2015

PREPARED BY: CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 9594 NW 41st STREET, SUITE 201, DORAL,FL.33178 TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 83611 — SECTION 87200 — SHEET 2 OF 2

Exhibit 2B

Return to:
Real Estate Development Division
Miami-Dade County Internal Services Dept
111 N.W. 1st Street, Suite 2460
Miami, FL 33128

Instrument prepared by:
Shannon Clark
Miami-Dade County Internal Services Dept
111 N.W. 1st Street, Suite 2460
Miami, FL 33128

Folio No.: A portion of 01-3135-037-0090
Parcel 705B
User Department: Internal Services

TEMPORARY EASEMENT

THIS EASEMENT, made this _____ day of _____, 20 _____, by and between, grantor, to the MIAMI-DADE EXPRESSWAY AUTHORITY, 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: the construction of the expansion and renovation of 836 Expressway, in, upon, over and including a right to ingress and egress to such Easement Area through the following described land in Miami-Dade County, Florida, described as follows, viz:

PARCEL 705-B (Construction Easement) PROJECT No. 83611

That easement being a portion of land in Tract 9 of **"CIVIC CENTER SECTION"** ONE, a subdivision lying in the NE¼ of the SW¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:
COMMENCE at the point of intersection of the southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying southeasterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run S60°57'51"E, along the southwesterly line of said Tract 9, for a distance of 9.77 feet to the point of intersection with the northwesterly line of the herein described easement, also being the **POINT OF BEGINNING** of the hereinafter described easement; thence run N65°50'57"E, along the northwesterly line of the herein described easement, for a distance of 2.89 feet to the point of intersection with the southwesterly right line of NW North River Drive, coincident with the northeasterly line of said Tract 9, said point being on a circular curve concave to the northeast; thence run southeasterly along said circular curve also being the southwesterly right of way line of NW North River Drive, having a radius of 828.31 feet through a central angle of 01°34'27" subtending a 22.75 foot chord which bears S65°08'33"E, for an arc distance of 22.76 feet to the point of intersection with the southeasterly line of the herein described easement, thence run S65°50'57"W, along said southeasterly line of the herein described easement, for a distance of 4.96 feet to the point of intersection with the southwesterly line of said Tract 9; thence run N60°57'51"W, along the southwesterly line of Tract 9, for a distance of 21.45 feet to the point of intersection with the northwesterly line of the herein described easement, and the **POINT OF BEGINNING.**

Containing an area of 66 square feet, more or less.

AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND TO BE MADE A PART HEREOF

THAT Grantee shall indemnify and hold Grantor harmless from any and all damages and/or liability, claims, demand, actions and/or suits of any nature arising out of, relating to, or resulting from negligent or wrongful act(s) of Grantee's employees, agents, or instrumentalities, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Grantee hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

However, nothing herein shall be deemed to indemnify Grantor from any liability or claim arising out of the negligent performance or failure of performance of Grantor.

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 from January 1, 2016 to December 31, 2023, and all rights of the second party hereunder, including ownership and maintenance of said easement shall cease upon expiration of said term. In the event that the construction, expansion, and the renovation of the 836 Expressway is permanently abandoned or discontinued, as determined in the sole discretion of Miami-Dade County, then upon notice by Miami-Dade County to the Miami-Dade Expressway Authority, this Easement shall terminate.

During any construction, Grantee shall cause its construction contractor(s) to maintain comprehensive general liability insurance providing for a limit amount of not less than $1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of $5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than $50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of $100,000 for all damages arising out of injury to, or destruction of, property during the period the policy is carried. Grantor shall be named as Additional Insured in such policies and Grantee will provide a current copy of such insurance certificate to Grantor.

THAT this Easement is subject to all applicable permit requirements and any other required agreements or approvals, and concurrences.

THAT the Easement is granted pursuant to Resolution No._____ passed by the Miami-Dade Board of County Commissioners of the Miami-Dade County, Florida records, a copy of which is attached herewith and forms part thereof;

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

THAT Grantor makes no representations as to the title or condition of the property within the Easement Area or the suitability of the Easement Area property for the use intended hereunder.

The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

Nothing in this Easement shall restrict the Grantor's right to utilize said property for any use which is not inconsistent with the rights conveyed hereunder.

Grantor makes no representations as to the title or condition of the property within the Easement Area, or the suitability of the Easement Area property for the use intended hereunder. The grant conveys only an interest of the County and its Board of County Commissioners in the property, and shall not be deemed to warrant the title or to represent any set of facts concerning same.

IN WITNESS WHEREOF, the grantor 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.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

County of Miami-Dade, Florida,
By its Board of County Commissioners

By: _____

Carlos A. Gimenez
Mayor

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

LEGAL DESCRIPTION - PARCEL 705-B: Exhibit "A"

That easement being a portion of land in Tract 9 of CIVIC CENTER SECTION ONE, a subdivision lying in the NE ¼ of the SW ¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:
COMMENCE at the point of intersection of the southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying southeasterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run S60°57'51"E, along the southwesterly line of said Tract 9, for a distance of 9.77 feet to the point of intersection with the northwesterly line of the herein described easement, also being the **POINT OF BEGINNING** of the hereinafter described easement; thence run N65°50'57"E, along the northwesterly line of the herein described easement, for a distance of 2.89 feet to the point of intersection with the southwesterly right line of NW North River Drive, coincident with the northeasterly line of said Tract 9, said point being on a circular curve concave to the northeast; thence run southeasterly along said circular curve also being the southwesterly right of way line of NW North River Drive, having a radius of 828.31 feet through a central angle of 01°34'27"subtending a 22.75 foot chord which bears S65°08'33"E, for an arc distance of 22.75 feet to the point of intersection with the southeasterly line of the herein described easement, thence run S65°50'57"W, along said southeasterly line of the herein described easement, for a distance of 4.96 feet to the point of intersection with the southwesterly line of said Tract 9; thence run N60°57'51"W, along the southwesterly line of Tract 9, for a distance of 21.45 feet to the point of intersection with the northwesterly line of the herein described easement, and the **POINT OF BEGINNING.**
Containing an area of 66 square feet, more or less.

GENERAL NOTES:

1. This Sketch is Not a Survey.
2. Reproductions of this map are not valid without the signature and original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
3. Bearings and coordinates are relative to the State Plane Coordinates System, Florida East Zone, Traverse Mercator Projection, North American Datum (NAD83) 1983 adjustment 2007 and are based on a PNC Project Baseline bearing of N 03°42'37" W being established between FDOT monuments:
PNC02 stamped 87 11 PNC02 (N 526779.1510, E 919562.7520) and
PNC04 stamped 87 11 PNC04 (N 528164.0790, E 919472.9400)
and therefrom a bearing of N 87°51'13" E along the Monument Line of NW 12th Street between NW 12th AVENUE and NW 13th AVENUE.
4. Addition and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
5. Prepared for MIAMI-DADE EXPRESSWAY AUTHORITY.
6. Date Prepared: October 27th, 2014.

JOSE L. SANFIEL, DATE: 03-12-2015
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5636

THIS DOCUMENT CONSISTS OF THREE (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER. THIS IS NOT A SURVEY

REVISION	BY	DATE
PARCEL ENLARGED	T.MOREJON	03-12-2015
700's REDUCED	T.MOREJON	03-04-2015

MIAMI-DADE EXPRESSWAY AUTHORITY

LEGAL DESCRIPTION-PARCEL 705-B

STATE ROAD NO. 836 MIAMI-DADE COUNTY

	BY	DATE
DRAWN	T.MOREJON	02-03-2015
CHECKED	A.TOIRAC	02-03-2015

PREPARED BY:
CH. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC.
9594 NW 41st STREET, SUITE 201, DORAL,FL 33178
TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360

DATA SOURCE: SEE GENERAL NOTES

Proj. NO. 83611 SECTION 87200 SHEET 1 OF 2

$USER$ $DATE$ $TIME$ $FILE$

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
705-B	MIAMI-DADE COUNTY GSA R/E MGMT	66 SF	UNDETERMINED	

LEGEND:

FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
S.R. = STATE ROAD
℄ = CENTERLINE
℄ = BASELINE
℄ = PROPERTY LINE
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No. = NUMBER
= EXISTING L/A R/W LINE
= PROPOSED CONSTRUCTION EASEMENT
2 = BLOCK NUMBER
705-B = PARCEL IDENTIFICATION NUMBER

0 15 30 60 90
Scale: 1" = 30'

TRACT 9
℄ Survey
N 65°50'57" E
37.5'
R=753.31'
EXISTING R/W LINE
R=790.81'
NORTHWEST NORTH RIVER DRIVE
S.R. 836 EAST - WEST (DOLPHIN EXPRESSWAY)
SOUTHWESTERLY LINE TRACT 9
R=828.31'
Δ=01°34'27"
A=22.76'
C.B.=N 65°08'33" W
C.D.=22.75'
829-B
P.O.C.
S 60°57'51" E
9.77'
N 65°50'57" E
2.89'
P.O.B.
N 60°57'51" W
21.45'
PROPOSED CONSTRUCTION EASEMENT
4.96'
S 65°50'57" W
705-B
DETAIL PARCEL 705-B
N.T.S.
EXISTING R/W LINE
R=828.31'
P.O.C.
N 65°50'57" E
51.57'
829-B
705-B
SEE DETAIL
P.O.B.
162.87'
SEC.35, TWP.53S, RGE.41E
S 24°09'03" E
EXISTING LIMITED ACCESS R/W LINE S.R. 836 PER FDOT SEC. 87200-2505
N 65°50' 57"E
TRACT 9
CIVIC CENTER SECTION ONE
(P.B. 75 PG. 36)
SE CORNER TRACT 9
MIAMI RIVER

THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

MIAMI-DADE EXPRESSWAY AUTHORITY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE
PARCEL ENLARGED	T.MOREJON	03-12-2015
700's REDUCED	T.MOREJON	03-04-2015

STATE ROAD NO. 836 — MIAMI DADE COUNTY

	BY	DATE
DRAWN	T.MOREJON	02-03-2015
CHECKED	A. TOIRAC	02-03-2015

PREPARED BY: CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC.
9594 NW 41st STREET, SUITE 201, DORAL,FL 33178
TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 83611 — SECTION 87200 — SHEET 2 OF 2