

# MEMORANDUM

Agenda Item No. 8(F)(2)

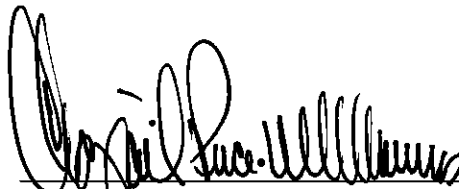
**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** February 2, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution declaring surplus and authorizing an Agreement for exchange of a portion of County-owned property (Parcel A) located at east 25 Street between east 6 Avenue and 7 Avenue, City of Hialeah, Florida with an approximate assessed value of \$7,564.00 in exchange for property owned by M.A.E. Developers, Inc. (Parcel B) located at east 25 Street between east 6 Avenue and east 7 Avenue, City of Hialeah, Florida with an approximate assessed value of \$7,600.00 for the purpose of allowing the County to assemble Parcel B with other County- owned property remnants for future development

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

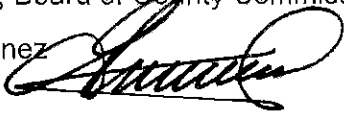


Abigail Price-Williams  
County Attorney

APW/smm

**Date:** February 2, 2016

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

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Declaring Surplus County-Owned Real Property, Authorizing an Agreement for Exchange of Property between Miami-Dade County and M.A.E. Developers, Inc., and Granting a Perpetual Ingress-Egress Easement in Conjunction with the Property Exchange

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### Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the execution of an Agreement for Exchange of Property (attached as Exhibit A) between Miami-Dade County and M.A.E. Developers, Inc. (M.A.E.) for properties located in the City of Hialeah. More specifically, the resolution does the following:

- Declares as surplus a 1,891 square foot portion of County-owned property (Parcel A) located at East 25 Street between East 6 Avenue and East 7 Avenue underneath the Hialeah Metrorail Corridor (a portion of Folio No. 04-3013-001-0441);
- Authorizes the County Mayor or County Mayor's designee to execute the Agreement for Exchange of Property between the County and M.A.E. for the purpose of exchanging County-owned property (Parcel A) for property owned by M.A.E. (Parcel B) located at East 25 Street between East 6 Avenue and East 7 Avenue adjacent to the Hialeah Metrorail Corridor;
- Authorizes the County Mayor or County Mayor's designee to accept the conveyance of a 1,900 square foot portion of M.A.E.-owned property (Parcel B), a portion of Folio No. 04-3108-007-2700, by Warranty Deed (attached as Exhibit B) in exchange for County-owned property (Parcel A);
- Authorizes the Chairperson or Vice Chairperson of the Board to execute a County Deed (attached as Exhibit C) conveying the County's interest in Parcel A to M.A.E.;
- Authorizes granting a 699 square foot Perpetual Ingress-Egress Easement (attached as Exhibit D) on County-owned property (Parcel C) located at East 25 Street (a portion of Folio No. 04-3013-001-0441), adjacent to Parcel A, to M.A.E. for vehicular and pedestrian access from Parcel A to East 25 Street; and
- Waives Administrative Order No. 8-4 (Sale or Lease of County Real Property) as it relates to review by the County's Planning Advisory Board as Parcel A is located within the City of Hialeah.

### Scope

The properties are located in County Commission District 6, which is represented by Commissioner Rebeca Sosa.

### Fiscal Impact/Funding Source

There is no fiscal impact to the County as, in accordance with the terms of the Agreement for Exchange of Property, this conveyance represents an even exchange of properties and thus no cash consideration will be paid by either party. County-owned Parcel A has an assessed value of approximately \$7,564.00, which is equal to \$4.00 per square foot and is based on the square foot assessed value of the adjacent M.A.E.-owned Parcel B of approximately \$7,600.00. The estimated total costs for the property exchange is \$500.00 for closing fees, which shall be paid from the Miami-Dade Transit Department's operating budget.

### Track Record/Monitor

Shannon Clark, Real Estate Officer within the Real Estate Development Division of the Internal Services Department, is managing the administration of the conveyances.

**Delegation of Authority**

Authorizes the County Mayor or the County Mayor's designee to execute the attached Agreement for Exchange of Property and the Perpetual Ingress-Egress Easement and to exercise any and all rights conferred herein. Also authorizes the Chairman of the Board or the Chairman's designee to execute the attached County Deed.

**Background**

Metrorail runs diagonally through a block of land from East 24 Street to East 25 Street and East 6 Avenue to East 7 Avenue. Acquisition of land for the Metrorail included the purchase of whole and partial lots, all of which remain encumbered by the overhead guideway. A property remnant located at the southwest corner of East 24 Street and East 6 Avenue was improved as a surface parking lot by CAC-Florida Medical Centers, LLC under County Lease No. TA2003-MPL-3. The remainder of the County-owned property remnants at this location assembled together offers a revenue-producing opportunity as a surface parking lot, which the neighboring businesses have expressed the need for. The Miami-Dade Transit Department desires to offer an Invitation to Bid for the lease of this block as a surface parking lot and requires the M.A.E.-owned Parcel B to assemble with the other County-owned property remnants into one (1) property.

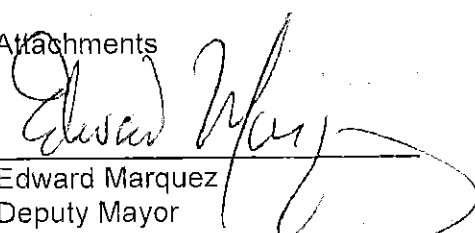
The County acquired Parcel A through an Eminent Domain Proceeding on May 17, 1983 as a portion of the Metrorail Parcel 7H400.03. County-owned Parcel C is located underneath the elevated guideway of the Metrorail, between East 25 Street and County-owned Parcel A. When Transit acquired Parcel A for the Hialeah Metrorail Corridor, Transit inadvertently failed to grant a Perpetual Ingress-Egress Easement to the property owner for vehicular and pedestrian access to East 25 Street. The only available public street from Parcel A is East 25 Street, which requires vehicular passage on Parcel C. Therefore, a Perpetual Ingress-Egress Easement to M.A.E. through County-owned Parcel C for access to East 25 Street is required. The Federal Transit Administration (FTA) concurs with Transit that a Perpetual Ingress-Egress Easement on County-owned Parcel C is necessary to accommodate vehicular ingress and egress to East 25 Street.

Acquisition of land in this block, as part of Line Section Seven/Hialeah Metrorail Corridor, was funded in 1980 under UMTA Grant FL 03-0036, 80 percent with local funding, 10 percent State of Florida, and 10 percent Miami-Dade County. Pursuant to federal guidelines for land purchased with federal assistance, the County received concurrence from the FTA for this non-competitive land exchange for the purpose of future development and the granting of a perpetual ingress-egress easement.

The Internal Services Department circulated Parcel A to all County departments to determine whether the County or the City of Hialeah has a need for the property, and none was determined. Transit owns Parcel A and approves the conveyance of Parcel A and the granting of a Perpetual Ingress-Egress Easement on Parcel C. It is in the best interest of the County to exchange County-owned Parcel A for M.A.E.-owned Parcel B and grant a Perpetual Ingress-Egress Easement on Parcel C to M.A.E. for vehicular and pedestrian access to East 25 Street. This will allow Transit to assemble Parcel B with other Transit property remnants into one (1) property and offer the property for lease through a competitive process.

Additional property details are shown in the attached property maps and sketch.

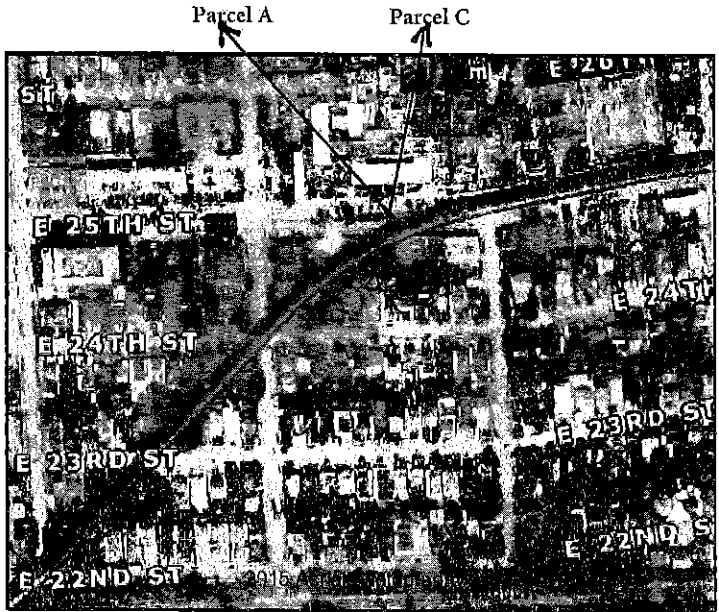
Attachments

  
Edward Marquez  
Deputy Mayor



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report



Property Information	
Folio:	04-3013-001-0441
Property Address:	125 E 21 ST
Owner	MIAMI-DADE COUNTY MIAMI-DADE TRANSIT
Mailing Address	701 NW 1 CT STE 1700 MIAMI, FL 33136-3902
Primary Zone	7200 INDUSTRIAL - MEDIUM MFG
Primary Land Use	8617 COUNTY : COMMERCIAL - TOTAL VALUE
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	0

Assessment Information			
Year	2015	2014	2013
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$125,994,978	\$125,994,978	\$125,994,978
Assessed Value	\$125,994,978	\$125,994,978	\$125,994,978

Benefits Information				
Benefit	Type	2015	2014	2013
County	Exemption	\$125,994,978	\$125,994,978	\$125,994,978

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
ALL THAT PORTION OF METRO RAIL
LYG WITHIN THE BDRY OF THE CITY
OF HIALEAH LESS PB 159-10
LESS PORT OF LOTS 3 THRU 8
BLK 17-B OF SIXTH ADD TO THE TOWN

Taxable Value Information			
	2015	2014	2013
<b>County</b>			
Exemption Value	\$125,994,978	\$125,994,978	\$125,994,978
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$125,994,978	\$125,994,978	\$125,994,978
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$125,994,978	\$125,994,978	\$125,994,978
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$125,994,978	\$125,994,978	\$125,994,978
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

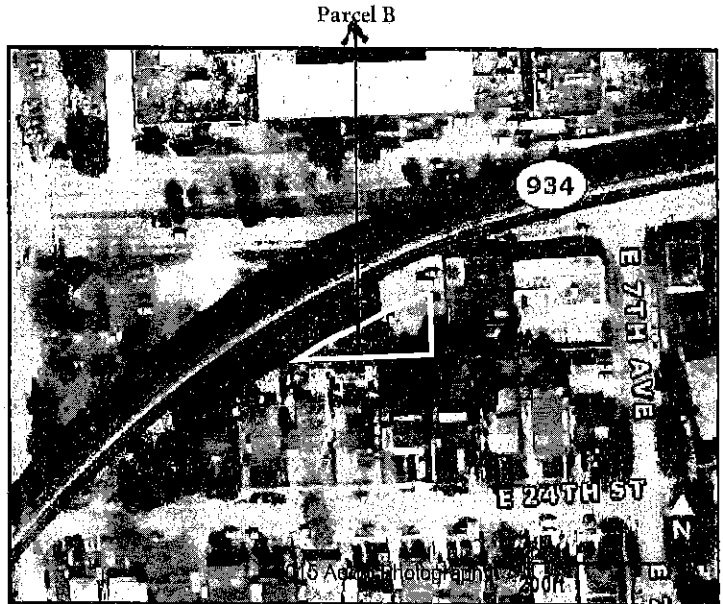
Version:



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Property Information	
Folio:	04-3108-007-2700
Property Address:	
Owner	MAE DEVELOPERS INC
Mailing Address	8004 NW 164 ST #320 HIALEAH, FL 33016-5814
Primary Zone	6500 COMMERCIAL - CLASSIFIED
Primary Land Use	1081 VACANT LAND - COMMERCIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	4,649 Sq.Ft
Year Built	0



Assessment Information			
Year	2015	2014	2013
Land Value	\$18,596	\$18,596	\$12,785
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$18,596	\$18,596	\$12,785
Assessed Value	\$15,469	\$14,063	\$12,785

Benefits Information				
Benefit	Type	2015	2014	2013
Non-Homestead Cap	Assessment Reduction	\$3,127	\$4,533	

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
HIALEAH 6TH ADD
PB 8-54
PORT OF LOTS 6 THRU 8 BLK 17B
DESC BEG SE COR LOT 8 BLK 17B
TH S 87 DEG W 138.09FT NELY AD

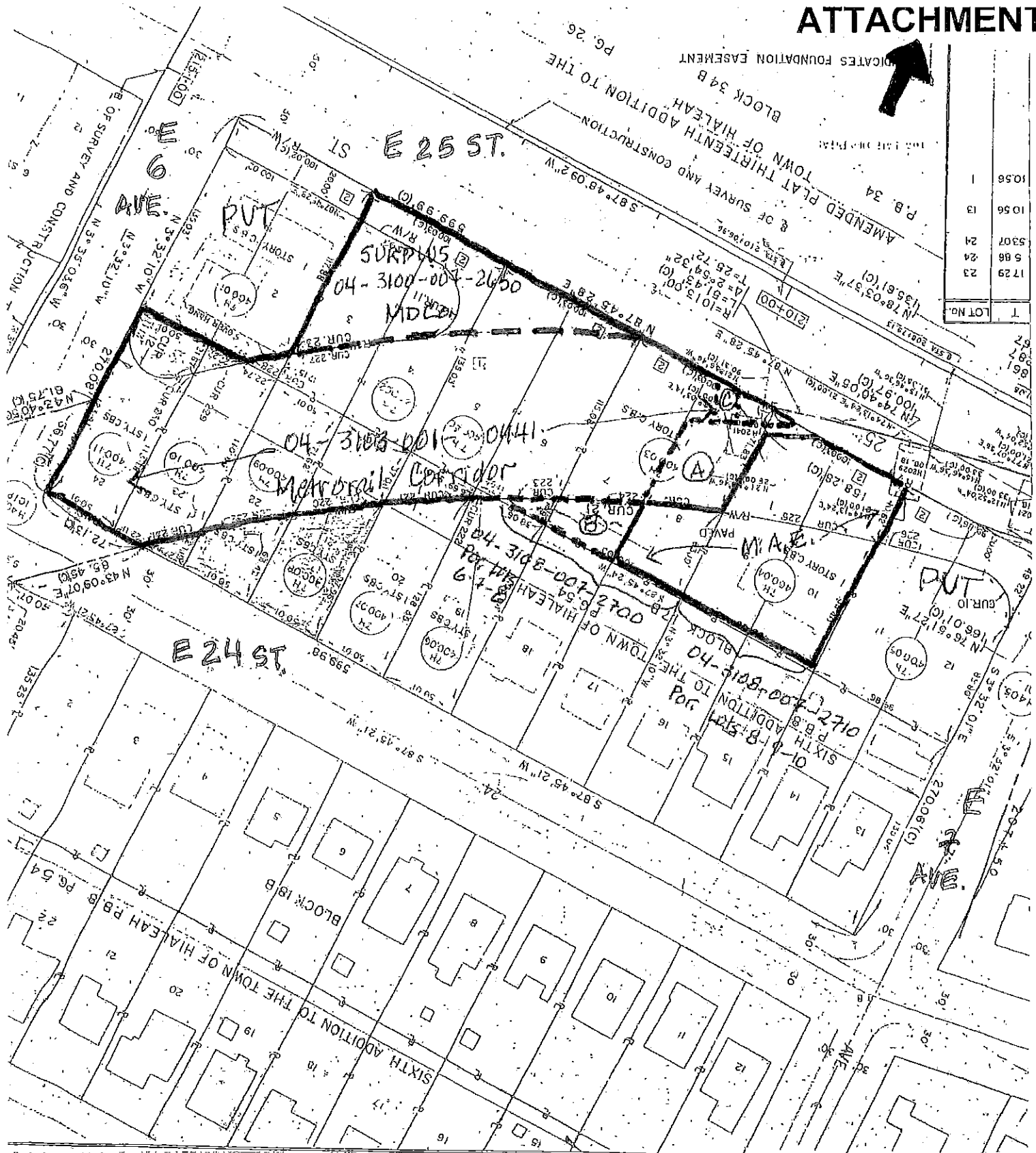
Taxable Value Information			
	2015	2014	2013
<b>County</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$15,469	\$14,063	\$12,785
<b>School Board</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$18,596	\$18,596	\$12,785
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$15,469	\$14,063	\$12,785
<b>Regional</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$15,469	\$14,063	\$12,785

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
02/01/2008	\$0	26347-2095	Qual by exam of deed

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

5



LOT NO.	AREA
1729	23
598	24
5307	24
1056	13
1056	1

Dade County Transportation Improvement Program

METROPOLITAN DADE COUNTY  
OFFICE OF TRANSPORTATION  
ADMINISTRATION

THE KAISER TRANSIT GROUP a joint venture  
KAISER ENGINEERS  
DIVISION OF HENRY J. KAISER COMPANY  
(HARRY WEESE & ASSOCIATES LTD.)  
POST, DUCKLEY, SCHUH & JEROGAN, INC.  
CARRI, SHAFIT AND ASSOCIATES, INC.  
SCHAFELLEN-CORRADINO ASSOCIATES

PROPERTY

APPROVED: *[Signature]* DATE: 2-9-75

APPROVED: *[Signature]* DATE: 1-24-79

SCALE: 1" = 40'



# MEMORANDUM

(Revised)

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

**DATE:** February 2, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(2)

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)(2)  
2-2-16

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLARING SURPLUS AND AUTHORIZING AN AGREEMENT FOR EXCHANGE OF A PORTION OF COUNTY-OWNED PROPERTY (PARCEL A) LOCATED AT EAST 25 STREET BETWEEN EAST 6 AVENUE AND 7 AVENUE, CITY OF HIALEAH, FLORIDA WITH AN APPROXIMATE ASSESSED VALUE OF \$7,564.00 IN EXCHANGE FOR PROPERTY OWNED BY M.A.E. DEVELOPERS, INC. (PARCEL B) LOCATED AT EAST 25 STREET BETWEEN EAST 6 AVENUE AND EAST 7 AVENUE, CITY OF HIALEAH, FLORIDA WITH AN APPROXIMATE ASSESSED VALUE OF \$7,600.00 FOR THE PURPOSE OF ALLOWING THE COUNTY TO ASSEMBLE PARCEL B WITH OTHER COUNTY-OWNED PROPERTY REMNANTS FOR FUTURE DEVELOPMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT FOR EXCHANGE OF PROPERTY, EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, TO TAKE ALL OTHER ACTIONS NECESSARY TO EFFECTUATE SAID EXCHANGE, ACCEPT CONVEYANCE OF PROPERTY BY WARRANTY DEED AND AUTHORIZING THE COMMISSION CHAIRPERSON OR VICE CHAIRPERSON TO EXECUTE A COUNTY DEED, AUTHORIZING THE GRANTING OF A PERPETUAL INGRESS-EGRESS EASEMENT TO M.A.E. DEVELOPERS, INC., AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAID EASEMENT; AND WAIVING ADMINISTRATIVE ORDER 8-4 AS IT RELATES TO REVIEW BY THE PLANNING ADVISORY BOARD

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

**WHEREAS**, this Board finds that pursuant to Section 125.37 of the Florida Statutes the property described in the attached Exhibit C is not needed for County purposes and this exchange of property serves the best interest of the County,



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

**Section 1.** The Board waives the requirements of Administrative Order 8-4 regarding review by the County's Planning Advisory Board because the property is located in the City of Hialeah, Florida, approves the Agreement for Exchange of Property between the County and M.A.E. Developers, Inc. (attached as Exhibit A) for properties located at East 25 Street between East 6 Avenue and East 7 Avenue, City of Hialeah, Florida, for the purpose of allowing the County to assemble Parcel B with other County-owned property, authorizes the County Mayor or the County Mayor's designee to execute said Agreement for Exchange of Property on behalf of Miami-Dade County, to exercise any and all rights conferred therein and authorize all other actions necessary to effectuate said exchange, declares surplus a portion of County-owned real property located at East 25 Street between East 6 Avenue and East 7 Avenue, City of Hialeah, Florida, accept conveyance of Parcel B by Warranty Deed (attached as Exhibit B), authorizes the execution of the County Deed (attached as Exhibit C) by the Board of County Commissioners acting by the Chairperson or Vice Chairperson of the Board, and authorizes the County Mayor or County Mayor's designee to execute a Perpetual Ingress Egress Easement (attached as Exhibit D) on behalf of Miami-Dade County and to exercise the provisions contained therein.

**Section 2.** 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 a recorded copy of said instruments to the Clerk of the Board within thirty (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 2<sup>nd</sup> day of February, 2016. 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.



Bruce Libhaber

## AGREEMENT FOR EXCHANGE OF PROPERTY

This Agreement for Exchange of Property is entered into as of this 6<sup>th</sup> day of November, 2014 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, through its instrumentality Miami-Dade Transit (hereinafter referred to as the "MDT") and M.A.E. DEVELOPERS, INC. (hereinafter referred to as "MAE") whose address is 8004 NW 154 St. #320, Miami Lakes, FL, 33016-5814.

WITNESSETH, that for and in consideration of the mutual covenants herein described, the parties hereto agree as follows:

1. **EXCHANGE PROPERTY.** MDT agrees to convey to MAE by County Deed the following described and depicted County property, referred to as Parcel A, containing approximately 1,891 square feet (hereinafter referred to as the "MDT PROPERTY"):

**SEE EXHIBIT "A1", EXHIBIT "A2" AND EXHIBIT "A3" ATTACHED HERETO AND MADE A PART HEREOF.**

As full consideration for the conveyance of the MDT PROPERTY, MAE hereby agrees to convey to MDT by Warranty Deed, good, marketable and insurable title to the following described and depicted private property, referred to as Parcel B, containing approximately 1,900 square feet (hereinafter referred to as the "MAE PROPERTY"):

**SEE EXHIBIT "B1", EXHIBIT "B2" AND EXHIBIT "B3" ATTACHED HERETO AND MADE A PART HEREOF.**

2. **NO CASH CONSIDERATION.** It is understood and agreed that no cash consideration will be paid by either party.
3. **FAIR EXCHANGE OF PROPERTIES.** MDT and MAE agree it is the intent of the parties hereto that this transaction does not represent individual sales of properties, but to

the contrary, is one interdependent transaction constituting a fair exchange of properties for good and valuable consideration.

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4. **AD VALOREM AND PERSONAL PROPERTY TAXES.** MAE acknowledges that Miami-Dade County is a political subdivision of the State of Florida and is exempt from payment of ad valorem taxes. However, as to the MAE PROPERTY, it shall be MAE's responsibility to comply with Section 196.295, Florida Statutes, by placing the appropriate amount of pro rata taxes for the MAE PROPERTY up to the day of closing and any delinquent taxes in escrow with the Miami-Dade County Tax Collector. MAE shall provide MDT with a written paid in full receipt, from the tax collector as a condition to closing.
5. **TITLE INSURANCE / MAE PROPERTY.** MDT may, at MDT'S expense and within fifteen (15) business days from the receipt date of the FTA concurrence letter, obtain a marketable title insurance commitment on Parcel B and MDT may at MDT'S expense obtain an owner's marketable title insurance policy (ALTA Form "B") from a title insurance company licensed by the State of Florida in the amount of the purchase price. Said policy shall show a good, marketable and insurable title to the MAE PROPERTY in MDT'S name. In addition, the policy shall insure title to the MAE PROPERTY for the period between closing and recording of the warranty deed. In connection herewith, MAE agrees to provide and pay the cost of recording of all affidavits and other documents as required by the title insurer. MDT shall have ten (10) business days from receipt of title documents to inspect said title documents and report defects, if any, in writing to MAE. If the title search shows title to the MAE PROPERTY to be unmarketable and uninsurable as provided herein, MAE shall have sixty (60) days from receipt of written notice from MDT to cure the designated defects, including the institution of necessary lawsuits. MAE hereby agrees to use reasonable diligence to cure

said defects including the institution of necessary lawsuits. If MAE is unable, after reasonable diligence, to make the title good, marketable and insurable and acceptable to MDT, then this Agreement shall be rendered null and void and both MDT and MAE shall be released of all obligations hereunder, except that MDT may waive any defects and proceed with closing at MDT'S option. MAE shall pay all reasonable recording fees for corrective instruments required hereunder. Should the estimated cost to cure said title defect exceed a sum which is equal to 2% of the Fair Market Value of Parcel B, as stated in the County's Property Appraiser Tax Roll, MAE may elect to terminate this contract and neither party shall have any further obligations under this Contract.

**6. TITLE INSURANCE / MDT PROPERTY.** MAE may obtain, at MAE'S sole discretion, cost and expense, an owner's marketable title insurance policy on Parcel A, (ALTA Form "B") from a title insurance company licensed by the State of Florida. If the title search shows title to the MDT PROPERTY to be unmarketable or uninsurable, then this Agreement shall be rendered null and void and both MDT and MAE shall be released of all obligations hereunder, except that MAE may waive any defects and proceed with closing at MAE'S option, in which case MAE shall accept title subject to said defects.

**7. HAZARDOUS MATERIALS ON EXCHANGE PROPERTIES.** MDT has obtained a Letter of Current Enforcement Status of the Property by the Miami-Dade County Department of Regulatory and Economic Resources (RER) which has conducted tests required or recommended by RER to determine the existence and extent, if any, of hazardous materials or toxic substances and hazardous waste on the MAE PROPERTY in violation of any laws, ordinances, rules or restrictions of any governmental authority having jurisdiction. As of August 8, 2014, there were no Hazardous or Toxic areas of concern on Parcel B. MAE shall have a right, at its sole cost and expense, to conduct an environmental audit and whatever tests deemed necessary of the MDT PROPERTY. The

term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste; it shall also include solid waste or debris of any kind. If the environmental audit or other tests conducted confirm the presence of Hazardous Materials on the MDT PROPERTY or MAE PROPERTY, MDT and MAE may each elect to terminate this Agreement and both MDT and MAE shall be released from all further obligations hereunder.

8. **SURVEY.** No later than 30 days prior to the closing date, either MDT or MAE may obtain at its sole cost and expense, a current certified survey of the other Party's Exchange Property prepared by a professional land surveyor licensed by the State of Florida. MDT exercised this option and commissioned a company to complete a survey of both Parcel A and B. The survey is dated January 31, 2014 and is certified to MDT. The survey does show a chain link fence that is encroaching onto the adjacent property from Parcel B, since the adjacent property is owned by MDT this encroachment will not present a problem and MDT will not require any action prior to closing. If either Party fails to cure any encroachment that is deemed an impediment to closing, the other Party may elect to terminate this contract and neither Party shall have any further obligations under this contract or that Party may waive the defect(s) and proceed with the closing.
  
9. **TENANCIES.** MAE represents that to the best of its knowledge that no person is living on or occupying the portion of the MAE PROPERTY that will be exchanged, that there is no tenant in possession of the MAE PROPERTY, and that there are no leases or other agreements and understandings affecting possession, use, or occupancy of the MAE PROPERTY. MDT represents to the best of MDT'S knowledge that no person is living on the MDT PROPERTY, that there is no tenant in possession of the MDT PROPERTY other than MAE, and that there are no leases or other agreements and understandings affecting possession, use, or occupancy of the MDT PROPERTY other than the

agreement currently with MAE.

10. **LIENS.** Certified municipal and county liens, if any, on the MAE PROPERTY shall be paid in full by MAE. If a pending lien has been filed against the MAE PROPERTY which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the closing, despite the fact that the pending lien has not been certified, such lien shall be paid by MAE, as a condition of closing.

11. **CLOSING.** The closing of this transaction shall be completed within 120 days of the execution of this Agreement; provided, however, that all contingencies to MDT'S obligations and all other terms and conditions to be performed by MAE have been satisfied. The precise date, time, and place of closing shall be set by MDT.

12. **TIME.** MDT and MAE mutually agree to fully and timely execute such papers as deemed necessary by MDT and MAE to complete the conveyance. Time is of the essence with regard to all dates or times set forth in this Agreement. All obligations are subject to Acts of God or Nature or any other occurrence, which is beyond the control of MAE or MDT.

13. **BROKERS.** Any and all real estate fees or commissions claimed due pursuant to this transaction or any transactions or attempted sales of the MAE PROPERTY or any part of said property as described herein, including any pending or threatened litigation concerning such claimed real estate brokerage or agents fees or commissions, shall be paid by MAE. MAE shall hold MDT harmless from and against any and all claims, liability, cost, expense, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent.

14. **EXPENSES.** MAE shall be responsible for all recording fees including the Warranty Deed and County Deed, and the payment of Surtax and Documentary Stamps, if any.

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15. **LOSS.** All risk of loss to either Property shall be borne by the present Property owner until transfer of title.

16. **ACCESS.** MAE and MDT represent that there is legal ingress and egress to their respective Property.

17. **FLORIDA LAW.** This agreement will be governed by and construed in accordance with the laws of the State of Florida.

18. **DEFAULT.** Unless otherwise provided herein, if either party defaults under this Agreement, the other party may waive the default and proceed to closing, seek specific performance, or refuse to close, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from the other party's default.

19. **DISCLOSURE.** MAE and MDT each represents that there are no facts known to either which materially affect the value of their respective Property which have not been disclosed by each to the other or which are not readily observable by each as to the other's Property.

20. **SUCCESSORS IN INTEREST.** This Agreement shall be binding on the heirs, successors, and assigns of the respective parties hereto.



21. **NOTICE.** All communications regarding this transaction shall be made in writing and shall be deemed given when delivered in person or deposited with the U.S. Postal Service, postage prepaid for certified mail, return receipt requested, or upon transmission of a facsimile properly directed to:

**MDT:** Director  
Miami-Dade Transit  
Right-of-Way, Utilities and Property Management Division  
701 NW First Court, 15<sup>th</sup> Floor  
Miami, FL 33136

With copies to: Bruce Libhaber, Assistant County Attorney  
Miami-Dade County Attorney's Office  
111 NW 1st Street, 28<sup>th</sup> Floor  
Miami, Florida 33128-1909

**MAE:** Jesus Montesano, M.D.  
MAE DEVELOPERS, INC.  
8004 NW 154 St #320  
Miami Lakes, FL 33016-5814

22. **RECORDING.** This Agreement or notice thereof may be recorded by MDT in the minutes of the Clerk of the Board of County Commissioners, Miami-Dade County, Florida, but not recorded in the official public records of the Clerk of the Court of Miami-Dade County, Florida. Both parties shall have the immediate right to possession of the respective property after recordation of the respective deeds.

23. **ASSIGNMENT.** Neither this Agreement nor any interest therein shall be assigned by either MAE or MDT without the express written consent of each to the other.

24. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and

understandings between the parties hereto.

---

25. **SURVIVAL.** The covenants, warranties, representations, indemnities, and undertakings of MDT and MAE set forth in this Agreement shall survive the closing, delivery, and recording of the deed described in paragraph 1 herein.

26. **EFFECTIVENESS.** The effectiveness of this Contract is contingent upon approval by the Federal Transportation Administration (FTA) and the Miami-Dade County Board of County Commissioners. Such actions shall not be effective until: a.) FTA sends MDT a concurrence letter stating the approval of this land exchange agreement, and b.) such time as the Mayor indicates approval of such Commission action; or, c.) such action otherwise becomes effective by the lapse of ten (10) days without the Mayor's veto.

**SIGNATURES APPEAR ON NEXT PAGE**

IN WITNESS WHEREOF, MDT and MAE have duly executed this Agreement as of the day and year above written.

Miami-Dade County:

ATTEST:

MIAMI-DADE COUNTY

By: \_\_\_\_\_

By: \_\_\_\_\_

Clerk

Mayor or Mayor's Designee

\_\_\_\_\_  
Date

Approved as to form  
and legal sufficiency:

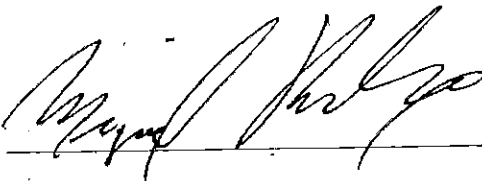
  
Assistant County Attorney

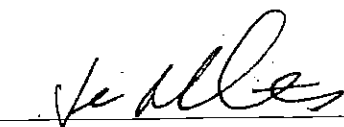
The foregoing was accepted and approved on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County,  
Florida.

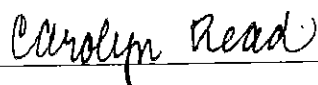
MAE:

M.A.E. DEVELOPERS, INC.

A Florida corporation

  
WITNESS

By:   
Jesus Montesano, President

  
WITNESS

11-6-14  
Date

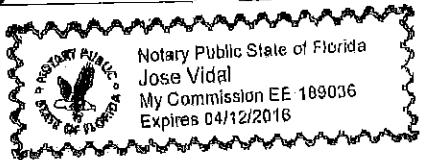
(CORPORATE SEAL)

STATE OF Florida

COUNTY OF Miami-Dade

I HEREBY CERTIFY, that on this 6th day of November, 2014 before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Jesus Montesano personally known to me, or proven, by producing the following identification Lic MS32-410-67-137-0, to be the President of MAE Developers, Inc., a corporation under the laws of the State of Florida, and in whose name the forgoing instrument is executed and that said President acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal affixed thereto

WITNESS my hand and official Seal in the County and State aforesaid, on this, the 6th day of November, 2014



NOTARY SEAL / STAMP

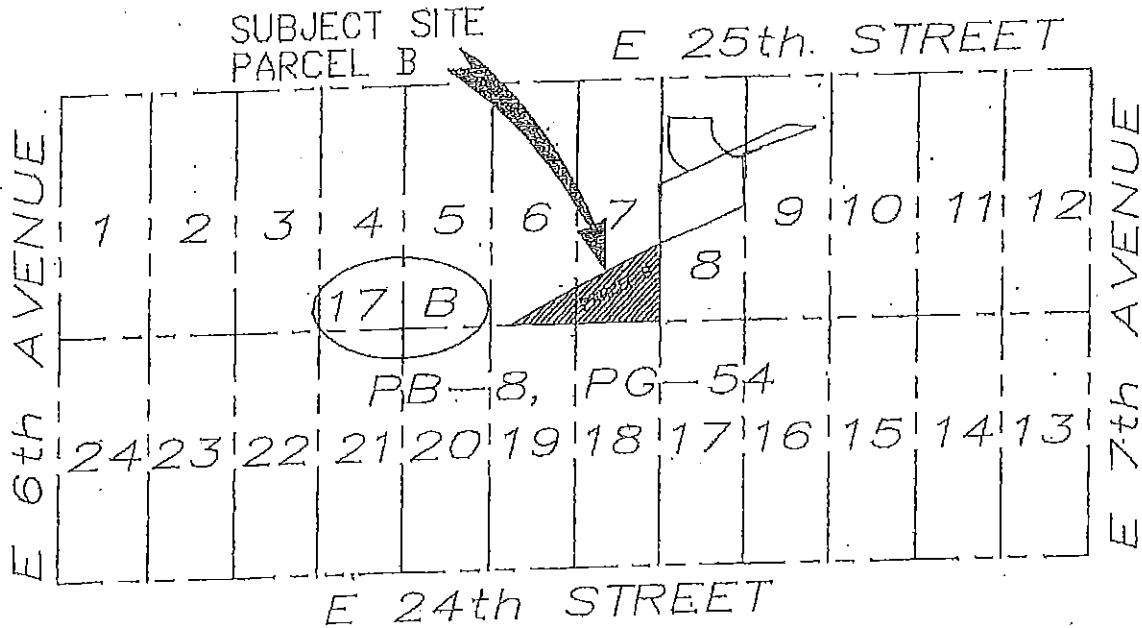
[Signature] (SEAL)  
Notary Public  
Jose Vidal  
Print Name

Notary Public, State of Florida  
My Commission expires: 4/12/2016

EXHIBIT A1

LOCATION MAP

SCALE: 1" = 100'



SURVEYOR'S NOTES:

1. THIS IS A BOUNDARY SURVEY.
2. SEE SHEET 2 OF 3 SKETCH OF SURVEY.
3. SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION OF SURVEY.
4. BEARINGS SHOWN HEREIN WERE BASED UPON AN ASSUMED VALUE OF N87°45'24"E FOR THE SOUTH BOUNDARY LINE OF LOTS 6, 7, 8 AND 9 IN BLOCK 17B OF PLAT RECORDED IN PLAT BOOK 8, AT PAGE 54 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.

LEGEND:

- ⊙ = CENTER LINE
- WM = WATER METER
- WV = WATER VALVE
- POB = POINT OF BEGINNING
- P.C. = POINT ON CURVE  
(NOT TANGENT CURVE)
- = DENOTES ASPHALT
- = DENOTES PARCEL (LOCATION MAP)

FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

BY: Vicente A. Tome  
 VICENTE A. TOME  
 Reg. Land Surveyor No. 3103  
 State of Florida.

THIS SHEET IS NOT VALID  
 WITHOUT THE OTHERS.

JOB No. J26-14	For: MIAMI-DADE TRANSIT	DATE: 1-31-14	Drawn: LLC	Sheet 1 of 3 Sheets
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EXHIBIT A 2

LEGAL DESCRIPTION - PARCEL A

A portion of Lot 8 and Lot 9 in Block 17 B, of the \*SIXTH ADDITION TO THE TOWN OF HIALEAH\*, according to the plat thereof as recorded in Plat Book 8, at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows.

Commence at the Southeast Corner of said Lot 8; thence run N 03°32'01" W along the East Line of said Lot 8, (said line also being the West line of Lot 9), for a distance of 63.19 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue run N 03°32'01" W along the East Line of said Lot 8, (also West Line of Lot 9), for a distance of 29.22 feet to a point on a circular curve, concave to the Southeast, said point bears S 22°00'52" E to a radius point, having for its elements a central angle of 2°38'20" and a radius of 987.00 feet; thence run northeasterly along the arc of said curve for an arc distance of 45.46 feet to a point on the back of existing sidewalk of East 25th Street, said point bears S 19°22'32" E to a radius point; thence run N 87°25'36" W along the existing back of sidewalk of East 25th Street, for a distance of 17.60 feet to a point; thence run S 64°22'42" W along a line that crosses portions of said Lot 9 and Lot 8, for a distance of 81.92 feet to a point; thence run S 03°32'01" E for a distance of 32.59 feet to a point on a circular curve, concave to the Southeast, said point bears S 25°47'04" E to a radius point having for its elements a central angle of 03°05'30" and a radius of 990.50 feet; thence run northeasterly along the arc of said curve for an arc distance of 53.45 feet to the Point of Beginning.

Said land lying and being in the City of Hialeah, Miami-Dade County Florida and containing 1891 square feet.

FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

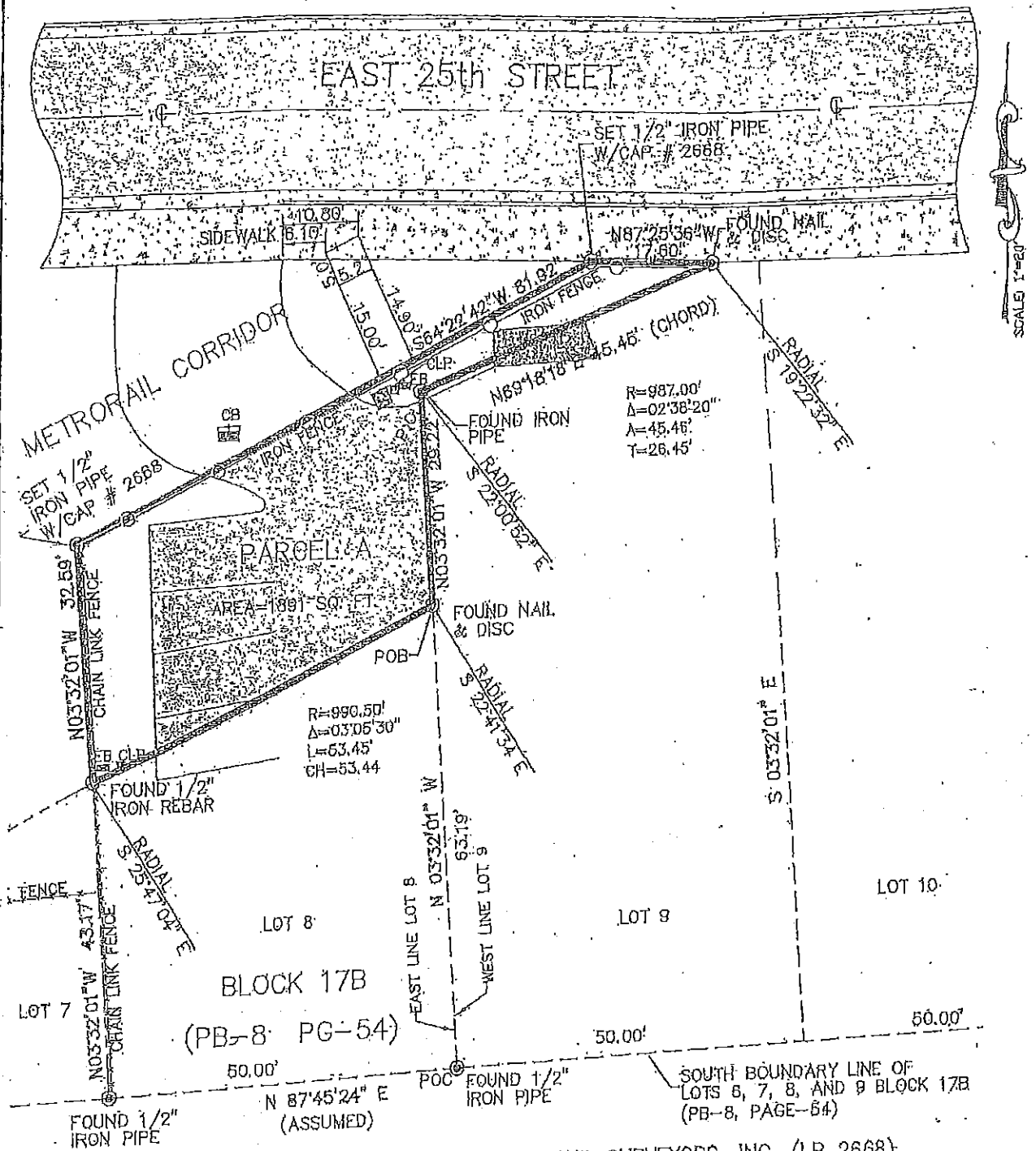
BY: Vicente Tome  
VICENTE A. TOME  
Reg. Land Surveyor No. 3103  
State of Florida.

THIS SHEET IS NOT VALID  
WITHOUT THE OTHERS.  
Sheet 3 of 3 Sheets

JOB No. J25-14	For: MIAMI-DADE TRANSIT	DATE: 1-31-14	Drawn: LLC
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EXHIBIT A3

SKETCH OF SURVEY - PARCEL A



SCALE 1"=60'

FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

BY: Vicente Tome  
 VICENTE A. TOME  
 Reg. Land Surveyor No. 3103  
 State of Florida.

THIS SHEET IS NOT VALID  
 WITHOUT THE OTHERS.

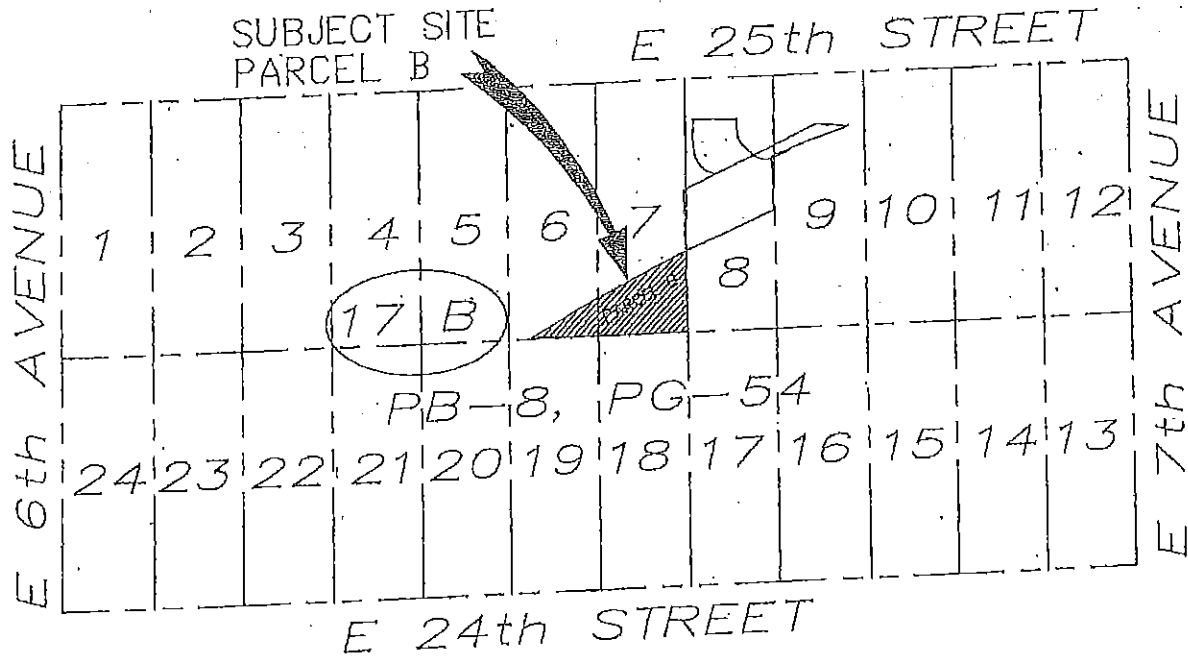
Sheet 2 of 3 Sheets

JOB: No. J25-14	For MIAMI-DADE TRANSIT	DATE: 1-31-14	Drawn: LLC
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EXHIBIT B1

LOCATION MAP

SCALE: 1" = 100'



SURVEYOR'S NOTES:

1. THIS IS A BOUNDARY SURVEY.
2. SEE SHEET 2 OF 3 SKETCH OF SURVEY.
3. SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION OF SURVEY.
4. BEARINGS SHOWN HEREON WERE BASED UPON AN ASSUMED VALUE OF N87°45'24"E FOR THE SOUTH BOUNDARY LINE OF LOTS 6, 7, 8 AND 9 IN BLOCK 17B OF PLAT RECORDED IN PLAT BOOK 8, AT PAGE 54 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.

LEGEND:

- ⊕ = CENTER LINE
- WM = WATER METER
- WV = WATER VALVE
- POB = POINT OF BEGINNING
- P.C. = POINT ON CURVE  
(NOT TANGENT CURVE)
- [Dotted Box] = DENOTES ASPHALT
- [Shaded Box] = DENOTES PARCEL (LOCATION MAP)

FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

BY: Vicente Tome  
 VICENTE A. TOME  
 Reg. Land Surveyor No. 3103  
 State of Florida.

THIS SHEET IS NOT VALID  
 WITHOUT THE OTHERS.



LEGAL DESCRIPTION - PARCEL B

A portion of Lot 6 and Lot 7 in Block 17 B, of the "SIXTH ADDITION TO THE TOWN OF HIALEAH", according to the plat thereof as recorded in Plat Book 8, at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows.

Begin at the Southeast Corner of said Lot 7 in Block 17 B; thence run S 87°45'24" W along the South Line of said Lot 6 and Lot 7 in Block 17B, for a distance of 50.00 feet to a point of intersection with the common boundary line of said Lot 6 and Lot 7 in Block 17 B; thence continue S 87°45'24" W for a distance of 38.07 feet to a point on the south line of Lot 6; thence run N 59°49'14" E for a distance 42.59 feet to the point of intersection with the common boundary line of said Lot 6 and Lot 7 in Block 17 B, said point also being a point on a circular curve, concave to the Southeast, having for its elements a central angle of 03°09'42" and a radius of 990.50 feet, said point bears S 28°56'51" E to a radius point; thence run northeasterly along the arc of said curve for an arc distance of 54.66 feet to a point, said point bears S 25°47'09" E to a radius point; thence S 03°32'01" E, along the common boundary line of said Lot 7 and Lot 8 in Block 17 B for a distance of 43.16 feet to the Point of Beginning.

Said land lying and being in the City of Hialeah, Miami-Dade County Florida and containing 1900 square feet.

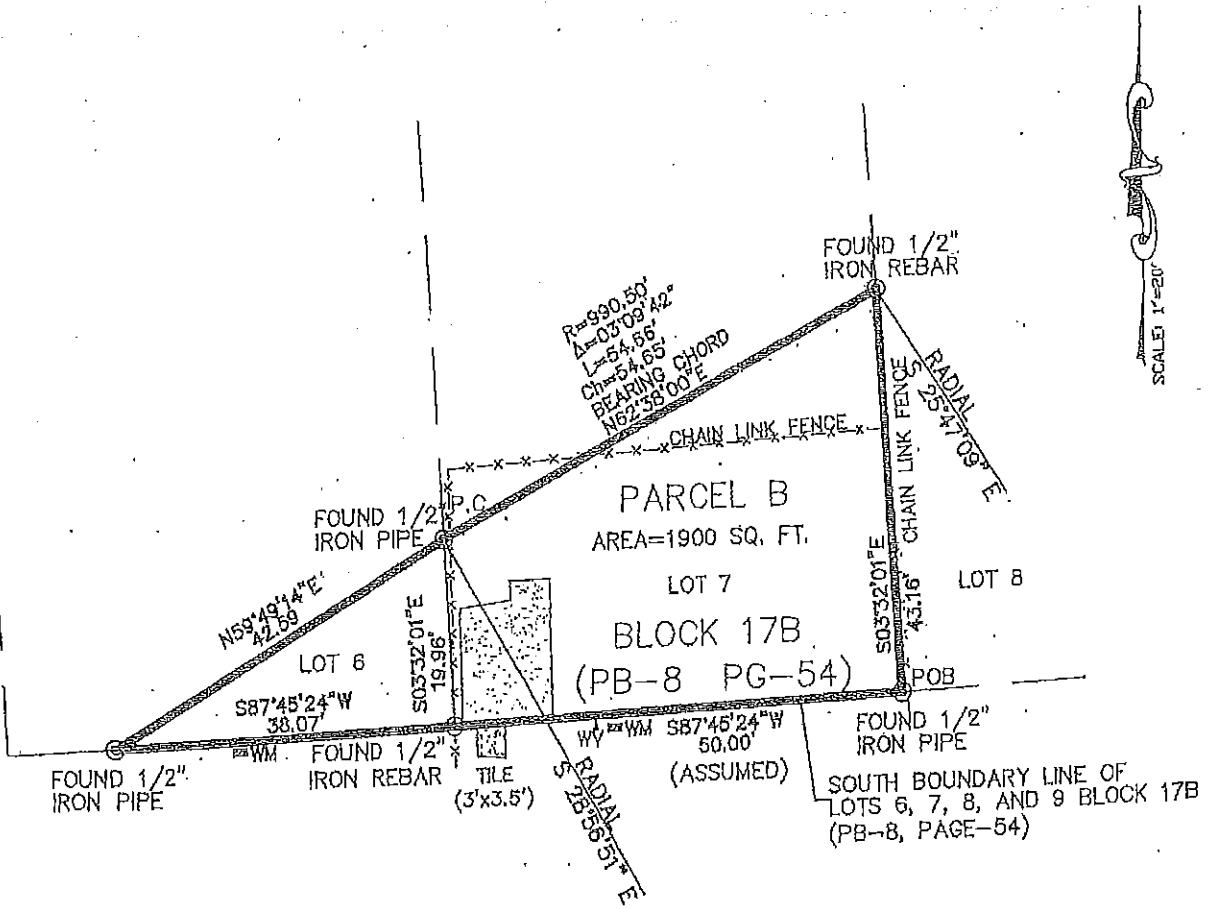
FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

BY: Vicente Tome  
VICENTE A. TOME  
Reg. Land Surveyor No. 3103  
State of Florida.

THIS SHEET IS NOT VALID  
WITHOUT THE OTHERS.

JOB.No. J26-14	For: MIAMI-DADE TRANSIT	DATE: 1-31-14	Drawn: LLC	Sheet 3 of 3 Sheets
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SKETCH OF SURVEY - PARCEL B



FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

BY: Vicente Tome  
**VICENTE A. TOME**  
 Reg. Land Surveyor No. 3103  
 State of Florida.

THIS SHEET IS NOT VALID WITHOUT THE OTHERS.

Sheet 2 of 3 Sheets

JOB.No. J26-14

Form MIAMI-DADE TRANSIT

DATE: 1-31-14

Drawn: LLC

**This instrument prepared by:**  
National Title Insurance Company  
151 S.W. 27 Avenue  
Miami, FL 33135

**After recording return to:**

Miami-Dade County  
Internal Services Department  
Real Estate Development Division  
111 N.W. 1<sup>st</sup> Street, Suite 2460  
Miami, Florida 33128

Tax Folio #: A portion of 04-3108-007-2700  
Parcel B (7H400.03-Part 2, 7H400.46-Part 1, Parcel 03-46-Part 1)  
USER DEPT.: Miami-Dade Transit

-----{SPACE ABOVE THIS LINE FOR RECORDING DATA}-----

**WARRANTY DEED**

**THIS WARRANTY DEED**, made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between **M.A.E. Developers, Inc.**, party of the first part, whose address is: 8004 N.W. 154 Street, #320, Miami Lakes, FL 33016-5814, the "Grantor" and **MIAMI-DADE COUNTY, FLORIDA**, a Political Subdivision of the State of Florida, party of the second part, whose address is 111 N.W. 1st Street, Miami, Florida 33128 c/o Miami-Dade Transit Department, whose address is 701 N.W. 1<sup>st</sup> Court, Suite 1700, Miami, Florida 33136, (the "Grantee").

W I T N E S S E I H:

THAT, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which is acknowledged by Grantor, Grantor hereby grants, bargains, sells, conveys and confirms unto Grantee all the right, title, and interest of Grantor in and to the following described real property situate, lying, and being in Miami-Dade County, Florida, to wit:

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

(the "Real Property").

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the same unto Grantee in fee simple, forever.

AND Grantor hereby covenants with Grantee: (1) that Grantor is lawfully seized of the Real Property in fee simple; (2) that Grantor has good right and lawful authority to sell and

convey the Real Property; (3) that Grantor hereby fully warrants the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever; and (4) that the Real Property is free of all encumbrances, including 2015 taxes and excepting all subsequent years taxes and easements, restrictions, reservations and encumbrances of public record; provided, however, reference thereto shall not serve to reimpose same.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed as of the day and year first above written.

Signed, sealed and delivered  
in our presence:

**GRANTOR:**  
**M.A.E. Developers, Inc.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: Jesus Montesano, MD  
Title: President

\_\_\_\_\_  
Print

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print

The foregoing was approved by the Miami-Dade County Board of County Commissioners, pursuant to Resolution No. R-\_\_\_\_\_, dated \_\_\_\_\_, 20\_\_.

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this \_\_\_\_\_ day of December, 20\_\_, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared **JESUS MONTESANO, MD, as President of M.A.E. Developers, Inc.**, a Florida Profit Corporation, who is personally known to me, or who produced a Driver's License as identification, and who did take an oath and who acknowledged before me that she executed the same for the purposes therein expressed.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of December, 20\_\_.

My commission expires:

Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
Commission No. \_\_\_\_\_

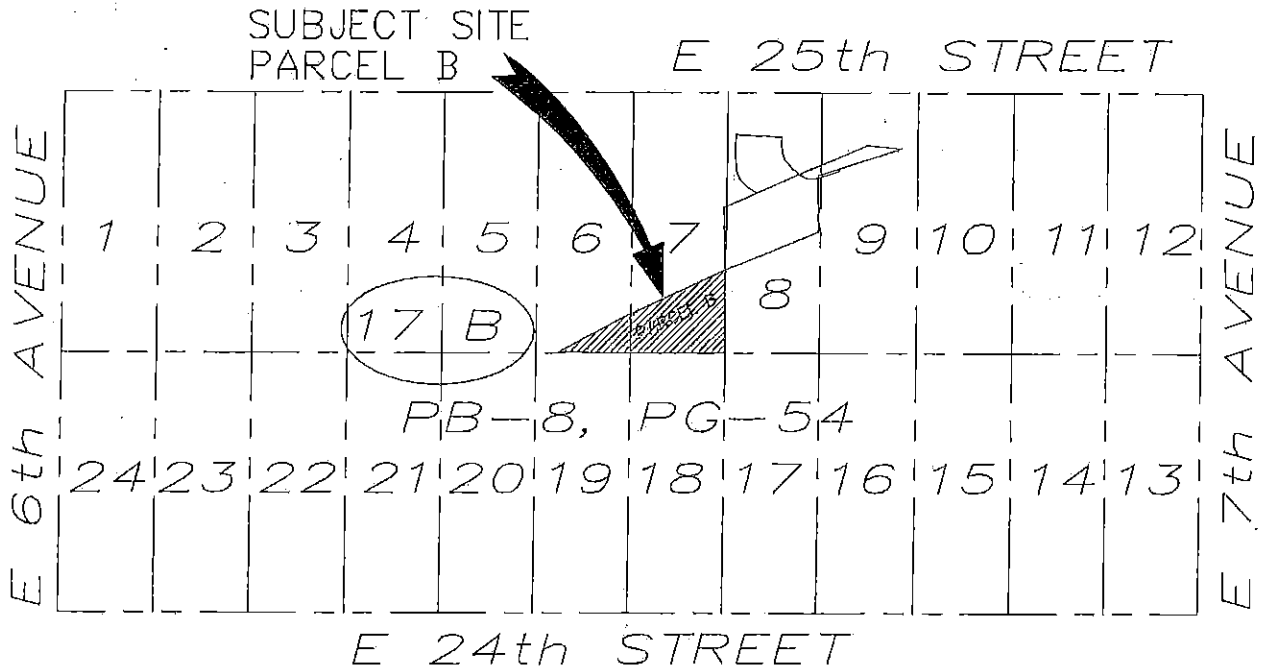
\_\_\_\_\_

[Notarial Seal

EXHIBIT A

LOCATION MAP

SCALE: 1" = 100'



SURVEYOR'S NOTES:

1. THIS IS A BOUNDARY SURVEY.
2. SEE SHEET 2 OF 3 SKETCH OF SURVEY.
3. SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION OF SURVEY.
4. BEARINGS SHOWN HEREON WERE BASED UPON ON AN ASSUMED VALUE OF N87°45'24"E FOR THE SOUTH BOUNDARY LINE OF LOTS 6, 7, 8 AND 9 IN BLOCK 17B OF PLAT RECORDED IN PLAT BOOK 8, AT PAGE 54 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.

LEGEND:

- ⊕ = CENTER LINE
- WM = WATER METER
- WV = WATER VALVE
- POB = POINT OF BEGINNING
- P.C. = POINT ON CURVE  
(NOT TANGENT CURVE)
- ▭ = DENOTES ASPHALT
- ▨ = DENOTES PARCEL (LOCATION MAP)

FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

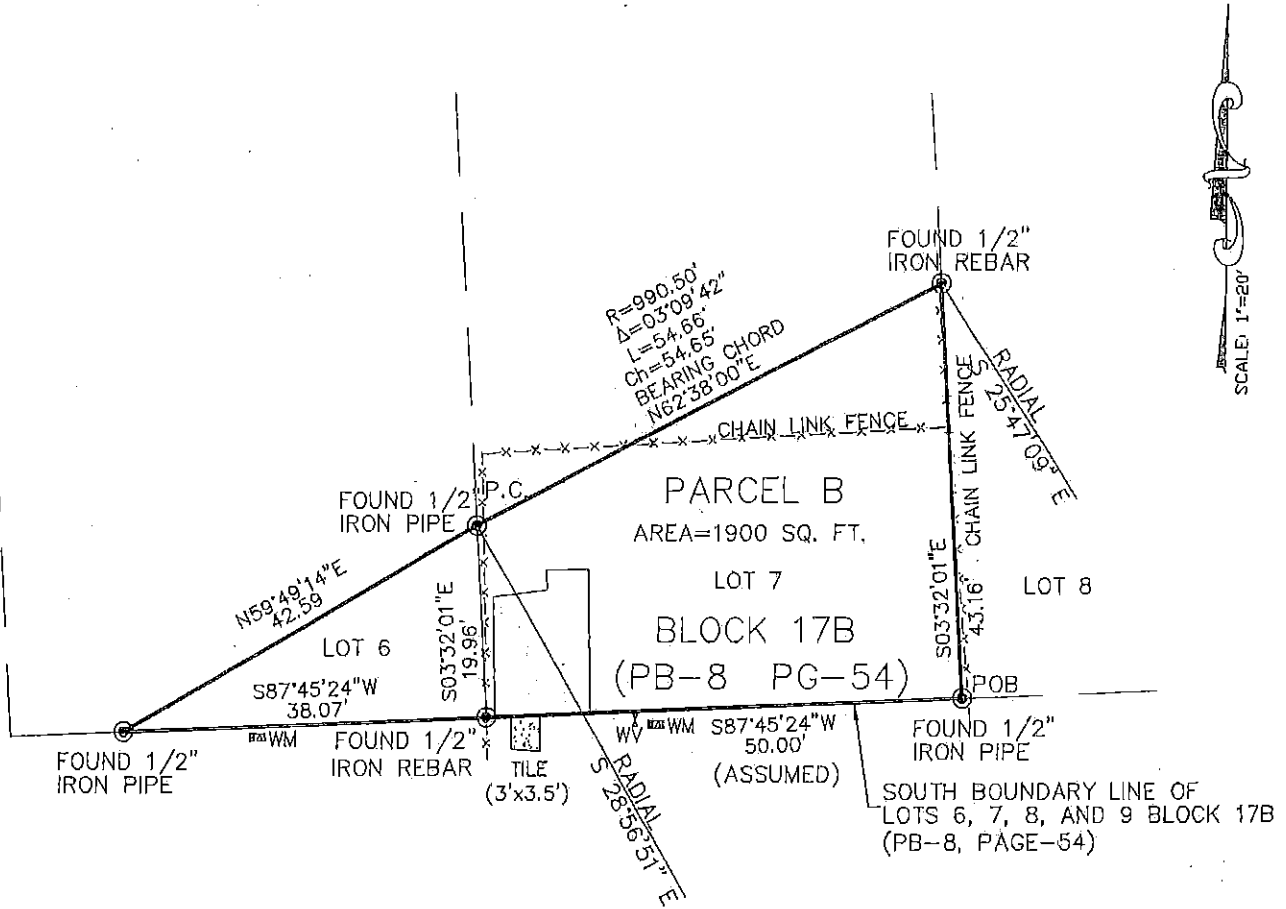
BY: 

VICENTE A. TOME  
Reg. Land Surveyor No. 3103  
State of Florida.

THIS SHEET IS NOT VALID  
WITHOUT THE OTHERS.

EXHIBIT A

SKETCH OF SURVEY - PARCEL B



FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

BY: *Vicente Tome*

VICENTE A. TOME  
Reg. Land Surveyor No. 3103  
State of Florida.

THIS SHEET IS NOT VALID WITHOUT THE OTHERS.

JOB.No. J26-14	For: MIAMI-DADE TRANSIT	DATE: 1-31-14	Drawn: LLC	Sheet 2 of 3 Sheets
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EXHIBIT A

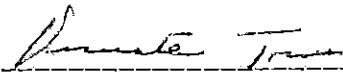
LEGAL DESCRIPTION - PARCEL B

A portion of Lot 6 and Lot 7 in Block 17 B, of the "SIXTH ADDITION TO THE TOWN OF HIALEAH", according to the plat thereof as recorded in Plat Book 8, at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows.

Begin at the Southeast Corner of said Lot 7 in Block 17 B; thence run S 87°45'24" W along the South Line of said Lot 6 and Lot 7 in Block 17B, for a distance of 50.00 feet to a point of Intersection with the common boundary line of said Lot 6 and Lot 7 in Block 17 B; thence continue S 87°45'24" W for a distance of 38.07 feet to a point on the south line of Lot 6; thence run N 59°49'14" E for a distance 42.59 feet to the point of Intersection with the common boundary line of said Lot 6 and Lot 7 in Block 17 B, said point also being a point on a circular curve, concave to the Southeast, having for its elements a central angle of 03°09'42" and a radius of 990.50 feet, said point bears S 28°56'51" E to a radius point; thence run northeasterly along the arc of said curve for an arc distance of 54.66 feet to a point, said point bears S 25°47'09" E to a radius point; thence S 03°32'01" E, along the common boundary line of said Lot 7 and Lot 8 in Block 17 B for a distance of 43.16 feet to the Point of Beginning.

Said land lying and being in the City of Hialeah, Miami-Dade County Florida and containing 1900 square feet.

FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

BY: 

VICENTE A. TOME  
Reg. Land Surveyor No. 3103  
State of Florida.

THIS SHEET IS NOT VALID  
WITHOUT THE OTHERS.

JOB.No. J26-14	For: MIAMI-DADE TRANSIT	DATE: 1-31-14	Drawn: LLC	Sheet 3 of 3 Sheets
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Exhibit C

Instrument prepared by and returned to:  
Miami-Dade County Internal Services Department  
Real Estate Development Division  
111 N.W. 1 Street, Suite 2460  
Miami, Florida 33128-1907

Folio No.: A portion of 04-3013-001-0441  
Parcel A (7H400.03-Part 1, 7H400.04-Part 1)

**COUNTY DEED**

THIS DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ A.D. by MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, party of the first part, whose address is: Stephen P. Clark Center, 111 NW 1 Street Suite 17-202, Miami, Florida 33128-1963, and M.A.E. Developers, Inc., party of the second part, whose address is 8004 N.W. 154 Street, #320, Miami Lakes, Florida 33016-5814.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

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

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

This conveyance is made subject to the following restrictions:

1. Any and all construction plans for any improvements to be constructed on this parcel must be submitted to the Miami-Dade Transit Office of Safety and Security Fire/Life/Technical Committee for review, comment, possible revision(s) and approval.



2. Any elevated improvements built on this parcel shall be no closer than thirty (30) feet from the outer edge of the Metrorail guideway (the horizontal concrete track bed atop the Metrorail columns).
3. No balconies shall face Metrorail unless completely enclosed with a protective device such that nothing can be thrown onto the tracks or at the Metrorail vehicles, e.g. screening or grille work.
4. Structured garages shall have closed openings which face Metrorail, i.e. closed with chain link fencing (whether vinyl covered or not), side to side, top to bottom, in order that no projectiles can be thrown onto the Metrorail guideway or at the Metrorail vehicles; this includes possible fencing along the rooftop edge facing the Metrorail guideway including appropriate corners.
5. The rear yard lot line shall be no less than fifteen (15) feet from the mutual Metrorail boundary line.
6. No use of adjacent Metrorail right-of-way shall be permitted for any reason at any time.
7. No item, structure or debris shall encroach onto said adjacent Metrorail right-of-way at any time.
8. No above or under-ground storage tanks or containers of flammable materials shall be kept, stored, contained, built or maintained on this parcel at any time.
9. Construction crane locations shall be approved by Miami-Dade Transit Office of Safety and Security prior to any construction or crane(s) being located on this parcel.

The following uses shall not be permitted on this parcel:

1. Gas stations
2. Automotive new parts and equipment or accessory stores (salesroom only)
3. Automotive tires (sales, service, recapping, installation, storage, discarded, abandoned, new or used, disposal)
4. Coin-operated or self-service laundries or dry cleaning
5. Copy services or quick printing
6. Restaurants, eateries
7. Grocery stores and supermarkets
8. Manual or mechanical carwashes
9. Secondhand merchandise dealers or sale or pawn of secondhand goods

IN WITNESS WHEREOF the said party of the first part 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.

(OFFICIAL SEAL)

ATTEST:  
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Jean Monestime, Chairman

Approved for legal sufficiency. \_\_\_\_\_

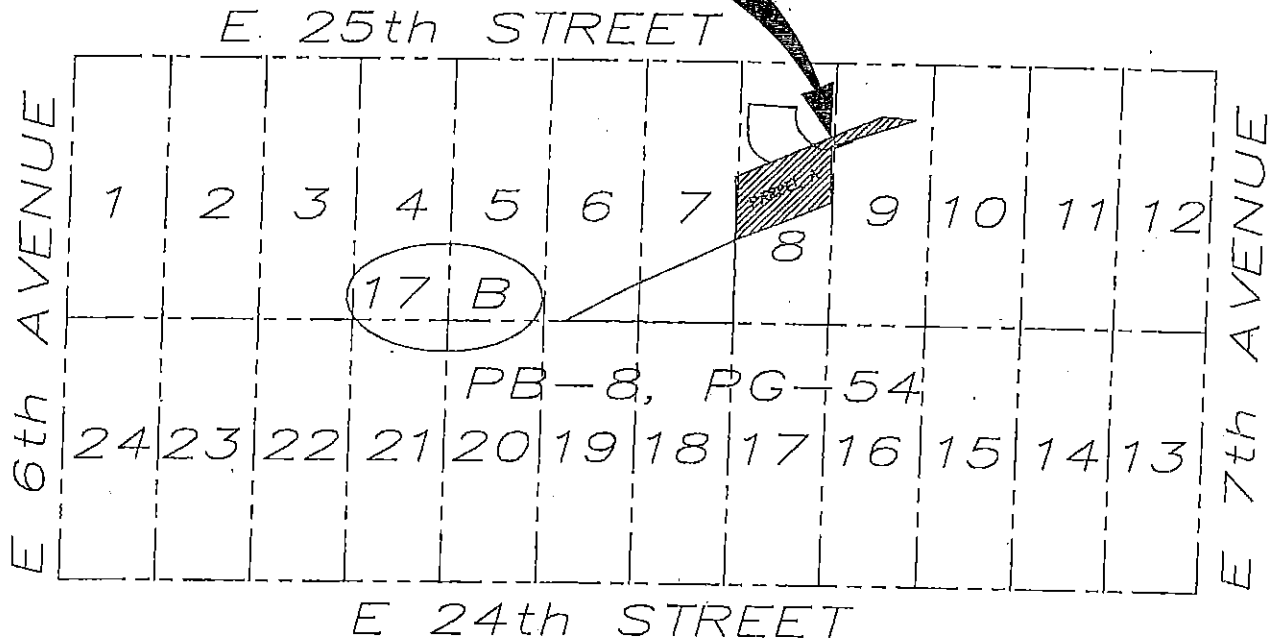
The foregoing was authorized by Resolution No. R-\_\_\_\_\_ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

EXHIBIT A

LOCATION MAP

SCALE: 1"=100'

SUBJECT SITE  
PARCEL A



SURVEYOR'S NOTES:

1. THIS IS A BOUNDARY SURVEY.
2. SEE SHEET 2 OF 3 SKETCH OF SURVEY.
3. SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION OF SURVEY.
4. BEARINGS SHOWN HEREON WERE BASED UPON ON AN ASSUMED VALUE OF N87°45'24"E FOR THE SOUTH BOUNDARY LINE OF LOTS 6, 7, 8 AND 9 IN BLOCK 17B OF PLAT RECORDED IN PLAT BOOK 8, AT PAGE 54 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.

LEGEND & SYMBOLS:

- ⊙ = CENTER LINE
- CB = CATCH. BASIN
- EB = ELECTRIC BOX
- CLP = CONCRETE LIGHT POLE
- PCC = POINT OF COMMENCE
- PBB = POINT OF BEGINNING
- P.C. = POINT ON CURVE  
(NOT TANGENT CURVE)
- [Hatched Box] = DENOTES ASPHALT
- [Dotted Box] = DENOTES CONCRETE
- [Diagonal Line Box] = DENOTES PARCEL (LOCATION MAP)

FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

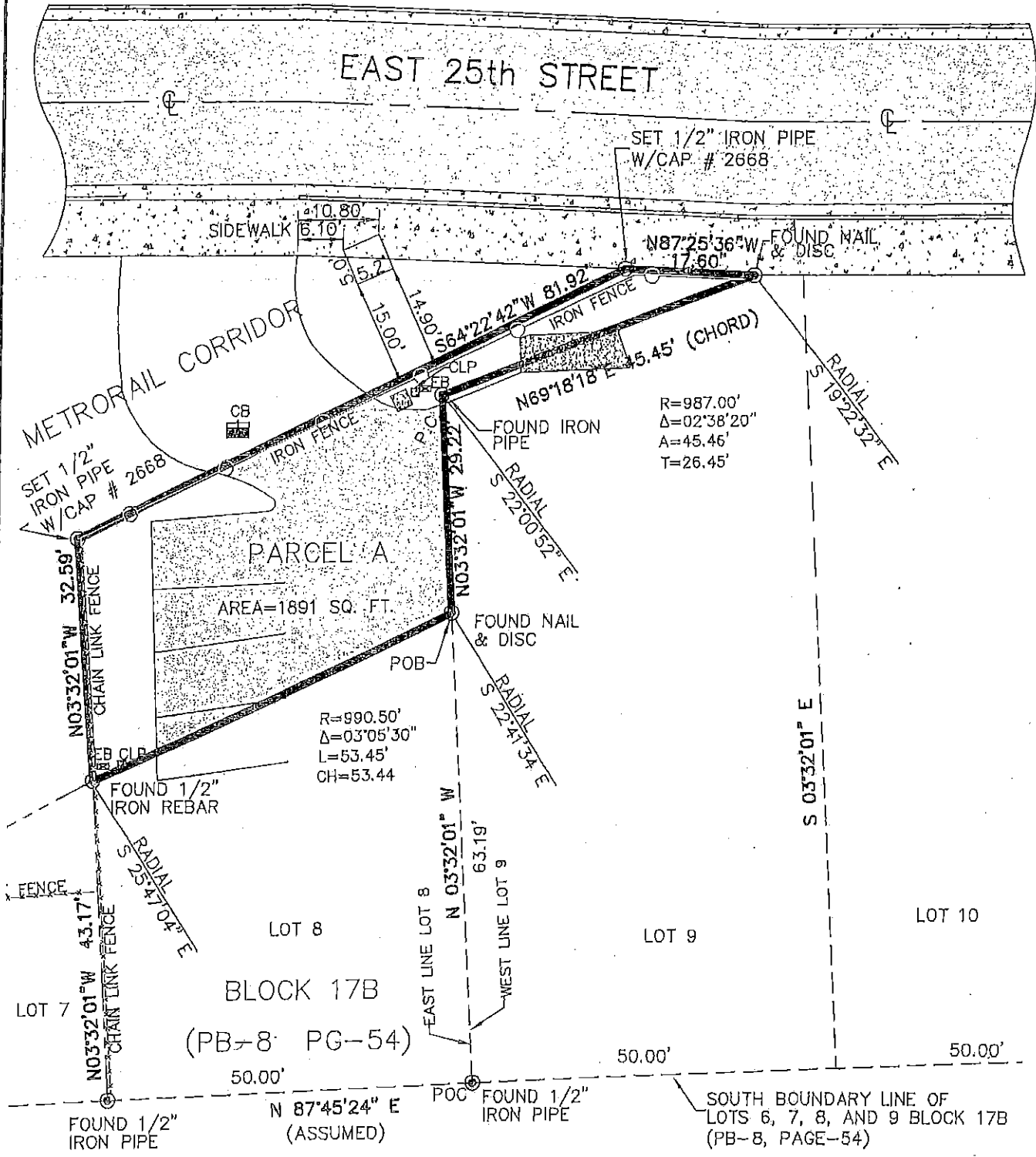
BY: Vicente Tome

VICENTE A. TOME  
Reg. Land Surveyor No. 3103  
State of Florida.

THIS SHEET IS NOT VALID  
WITHOUT THE OTHERS.

EXHIBIT A

SKETCH OF SURVEY - PARCEL A



FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

BY: *Vicente Tome*  
 VICENTE A. TOME  
 Reg. Land Surveyor No. 3103  
 State of Florida.

THIS SHEET IS NOT VALID  
 WITHOUT THE OTHERS.  
 Sheet 2 of 3 Sheets

JOB.No. J25-14	For: MIAMI-DADE TRANSIT	DATE: 1-31-14	Drawn: LLC
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EXHIBIT A

LEGAL DESCRIPTION - PARCEL A

A portion of Lot 8 and Lot 9 in Block 17 B, of the "SIXTH ADDITION TO THE TOWN OF HIALEAH", according to the plat thereof as recorded in Plat Book 8, at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows.

Commence at the Southeast Corner of said Lot 8; thence run N 03°32'01" W along the East Line of said Lot 8, (said line also being the West line of Lot 9), for a distance of 63.19 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue run N 03°32'01" W along the East Line of said Lot 8, (also West Line of Lot 9), for a distance of 29.22 feet to a point on a circular curve, concave to the Southeast, said point bears S 22°00'52" E to a radius point, having for its elements a central angle of 2°38'20" and a radius of 987.00 feet; thence run northeasterly along the arc of said curve for an arc distance of 45.46 feet to a point on the back of existing sidewalk of East 25th Street, said point bears, S 19°22'32" E to a radius point; thence run N 87°25'36" W along the existing back of sidewalk of East 25th Street, for a distance of 17.60 feet to a point; thence run S 64°22'42" W along a line that crosses portions of said Lot 9 and Lot 8, for a distance of 81.92 feet to a point; thence run S 03°32'01" E for a distance of 32.59 feet to a point on a circular curve, concave to the Southeast, said point bears S 25°47'04" E to a radius point having for its elements a central angle of 03°05'30" and a radius of 990.50 feet; thence run northeasterly along the arc of said curve for an arc distance of 53.45 feet to the Point of Beginning.

Said land lying and being in the City of Hialeah, Miami-Dade County Florida and containing 1891 square feet.

FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

BY: Vicente Tome  
VICENTE A. TOME  
Reg. Land Surveyor No. 3103  
State of Florida.

THIS SHEET IS NOT VALID  
WITHOUT THE OTHERS,  
Sheet 3 of 3 Sheets

JOB.No. J25-14	For: MIAMI-DADE TRANSIT	DATE: 1-31-14	Drawn: LLC
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Exhibit D

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 04-3013-001-0441  
User Department: Miami-Dade Transit  
Parcel C (7H400.03-Part3)

**PERPETUAL INGRESS-EGRESS EASEMENT**

STATE OF FLORIDA            )  
  )  
COUNTY OF Miami-Dade     )

**THIS EASEMENT**, Made this \_\_\_\_ day of \_\_\_\_\_, A.D. 201\_\_,  
by and between **MIAMI-DADE COUNTY (County)**, a political subdivision of the  
State of Florida, having its office and principal place of business at  
111 NW 1<sup>st</sup> Street, Miami, Florida 33128, party of the first part, and **M.A.E.  
Developers, Inc.**, and its successors in interest, whose Post Office  
address is 8004 N.W. 154 Street, #320, Miami Lakes, FL 33016-5814, party  
of the second part,

**WITNESSETH:**

That the said party of the first part, for and in consideration of  
the sum of One Dollar (\$1.00) to it in hand paid by the party of the second  
part, the receipt whereof is hereby acknowledged, and for other and further  
good and valuable considerations, does hereby grant to the party of the  
second part, and its successors and assigns, a perpetual ingress-egress  
easement for the purpose of vehicular and pedestrian passage in, over,  
along and across the Easement Area, being in the County of Miami-Dade,  
State of Florida, to-wit:

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

Subject to the following terms, conditions and restrictions:

1. **Continuing Control:**

(a) It shall be specifically understood and agreed that the County reserves such access rights to the Easement Area as are necessary to enable the County to comply with the Continuing Control requirements of the Federal Transit Administration as it relates to the operations of the Metrorail rapid transit system.

(b) Every obligation of this Easement shall run with the land.

2. **Improvements:**

(a) No building shall be constructed or erected within the Easement Area.

(b) Only improvement(s) as may be required to comply with legal requirements can be constructed or installed within the Easement Area, provided that such improvement(s) shall not (i) impede or interfere with the free flow of vehicular and pedestrian traffic within the Easement Area, or (ii) reduce the utilization of the Easement Area, except for the temporary periods during the construction or installation of such improvements, but provided that access shall be maintained in any event.

(c) Prior to the initiation of any improvement, Miami-Dade Transit shall review and approve same.

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

3. **Maintenance:**

(a) At all times, at its sole cost and expense, the party of the second part shall maintain the Easement Area, or cause same to be maintained, as may be required to maintain it in a reasonably safe, neat, clean and fully-functional condition and in compliance with all applicable laws, regulations, standards and codes.

(b) Small scale plantings and/or ground cover may be planted within the Metrorail right-of-way adjacent to the Easement Area in order to enhance the landscape.

(c) The Metrorail column within the Metrorail right-of-way adjacent to the Easement Area shall not be altered at any time, e.g. signs, vines, etc.

4. **Restrictions:**

(a) No use or storage of any flammable or combustible liquid(s) or material(s) or dangerous or explosive material(s) shall be permitted within the Easement Area for any reason at any time. This restriction does not apply to the ingress and egress of motor vehicles carrying flammable or combustible liquid(s) for the purpose of their own propulsion. No manufacture of any flammable or combustible liquid(s) or material(s), or dangerous or explosive material(s) shall be permitted

within the Easement Area for any reason at any time.

(b) No storage of anything shall be permitted within the Easement Area for any reason at any time.

4. Reverter Clause:

It is expressly provided that if and whenever the use of the subject parcel for vehicular and pedestrian passage purposes is discontinued, this Perpetual Ingress-Egress Easement to the said above described land shall immediately revert to the party of the first part and it shall have the right to immediately repossess the same.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners, acting by the County Mayor's or County Mayor's Designee, and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid.

ATTEST:

HARVEY RUVIN,  
CLERK OF SAID BOARD

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Carlos A. Gimenez  
Mayor

Approved as to form  
And Legal Sufficiency.

  
Assistant County Attorney

The foregoing was authorized and approved by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 201\_\_.

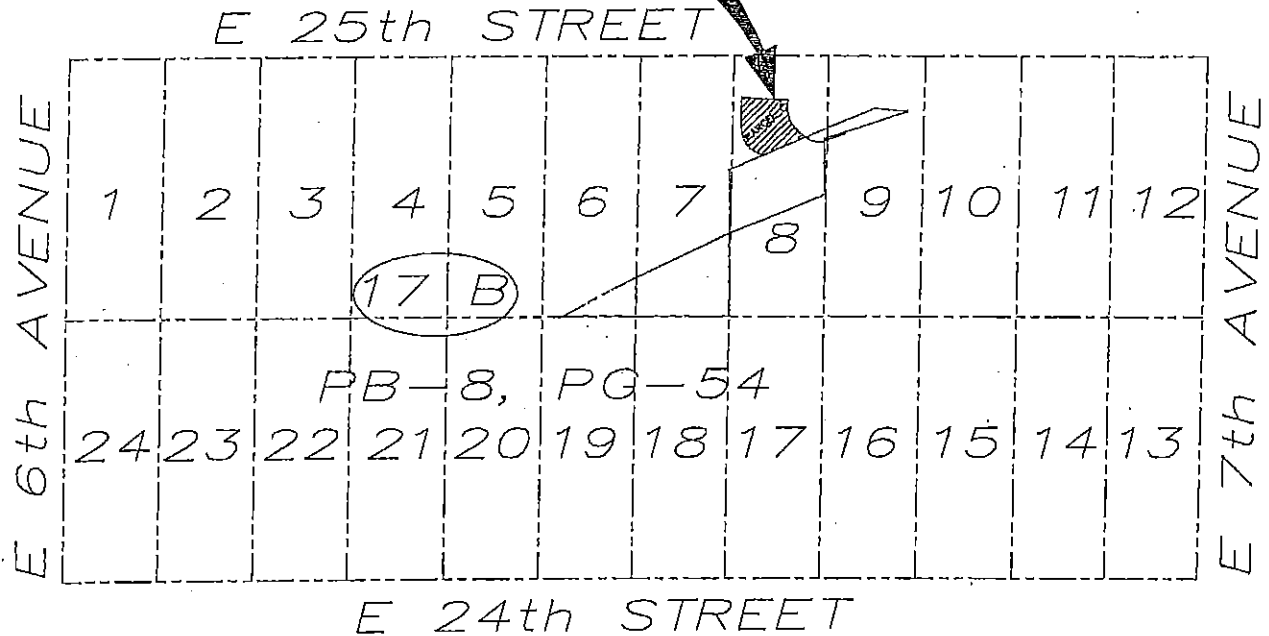


EXHIBIT A

LOCATION MAP

SCALE: 1" = 100'

SUBJECT SITE  
PARCEL C



SURVEYOR'S NOTES:

1. THIS IS A BOUNDARY SURVEY.
2. SEE SHEET 2 OF 3 SKETCH OF SURVEY.
3. SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION OF SURVEY.
4. BEARINGS SHOWN HEREON WERE BASED UPON AN ASSUMED VALUE OF N87°45'24"E FOR THE SOUTH BOUNDARY LINE OF LOTS 6, 7, 8 AND 9 IN BLOCK 17B OF PLAT RECORDED IN PLAT BOOK 8, AT PAGE 54 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY.

LEGEND & SYMBOLS:

- CL = CENTER LINE
- CB = CATCH BASIN
- POC = POINT OF COMMENCE
- POB = POINT OF BEGINNING
- P.C. = POINT ON CURVE  
(NOT TANGENT CURVE)
- = DENOTES ASPHALT
- = DENOTES CONCRETE
- = DENOTES PARCEL (LOCATION MAP)

FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

BY: Vicente A. Tome  
VICENTE A. TOME  
Reg. Land Surveyor No. 3103  
State of Florida.

THIS SHEET IS NOT VALID  
WITHOUT THE OTHERS.

JOB.No. J27-14	FOR MIAMI-DADE TRANSIT	DATE: 1-31-14	Drawn: LLC	Sheet 1 of 3 Sheets
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EXHIBIT A

LEGAL DESCRIPTION - PARCEL C

A portion of Lot 8 in Block 17 B, of the "SIXTH ADDITION TO THE TOWN OF HIALEAH", according to the plat thereof as recorded in Plat Book 8, at Page 54 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of said Lot 8 in Block 17 B; thence run N 03°32'01" W along the common boundary line of Lot 7 and Lot 8 in Block 17 B for a distance of 75.76 feet to a point; thence run N 64°22'42" E for a distance of 19.74 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue N64°22'42" E for a distance of 23.47 feet to a point; thence run N 53°55'10" W for a distance of 4.37 feet to a point; thence run N 45°22'32" W for a distance of 5.93 feet to a point; thence run N 20°01'40" W for a distance of 6.59 feet to a point; thence run N 00°38'56" E for a distance of 5.91 feet to a point on the South Right of Way Line of East 25th Street; thence run S 89°32'44" W along the said South Right of Way Line of East 25th Street for a distance of 24.27 feet to a point; thence run S 00°06'50" W for a distance of 13.59 feet to a point on a circular curve, concave to the Northeast, said point bears S 87°16'32" E to a radius point, having for its elements a central angle of 85°26'50" and a radius of 15.00 feet; thence run southeasterly along the arc of said curve for an arc distance of 22.37 feet to the Point of Beginning.

Said land lying and being in the City of Hialeah, Miami-Dade County, Florida and containing 699 square feet.

FLORIDA INTERNATIONAL LAND SURVEYORS, INC. (LB 2668)

BY: *Vicente Tome*  
VICENTE A. TOME  
Reg. Land Surveyor No. 3103  
State of Florida.

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JOB.No. J27-14	For: MIAMI-DADE TRANSIT	DATE: 1-31-14	Drawn: LLC	Sheet 3 of 3 Sheets
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