

# MEMORANDUM

Agenda Item No. 8(F)(1)

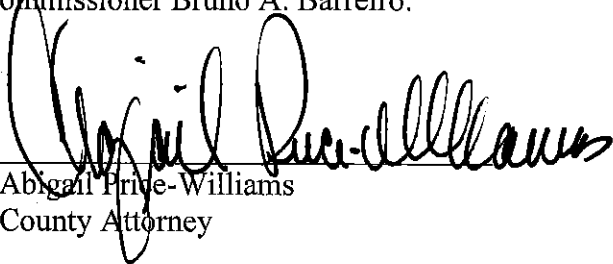
**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** February 2, 2016

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

**SUBJECT:** Resolution authorizing the conveyance of two perpetual easements to the State of Florida Department of Transportation, for a nominal consideration of \$1.00 each in accordance with Florida Statutes Section 125.38, on portions of County-owned properties for improvements and maintenance of traffic features along the northeast and northwest corners of the intersection of State Road No. 968 (West Flagler Street) and NW 2 Avenue; and authorizing the County Mayor to execute same and exercise any and all other rights therein

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

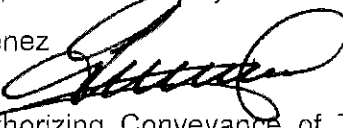
APW/cp

# Memorandum



**Date:** February 2, 2016

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

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Authorizing Conveyance of Two Perpetual Easements to the Florida Department of Transportation for Improvements to State Road No. 968 (West Flagler Street)

---

## Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the conveyance of two (2) perpetual easements to the Florida Department of Transportation (FDOT) on portions of County-owned properties – Parcels 804 and 805 – located along the northeast and northwest corners of the intersection of West Flagler Street and NW 2 Avenue for road improvements and maintenance to State Road No. 968. The portion that incorporates the perpetual easement for Parcel 804 is 78 square feet, and for Parcel 805 is 38 square feet.

## Scope

The sites are located at West Flagler Street and NW 2 Avenue in Commission District 5, which is represented by Commissioner Bruno A. Barreiro.

## Fiscal Impact/Funding Source

The conveyances do not require the expenditure of any Miami-Dade County funds.

## Track Record/Monitor

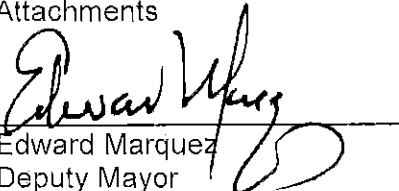
Shannon Clark, Real Estate Officer within the Real Estate Development Division of the Internal Services Department, is managing the conveyances.

## Background

FDOT has requested that the County convey to it two (2) perpetual easements within the West Flagler Street right-of-way that serves State Road No. 968. The locations of the easements have been labeled Parcel 804 and Parcel 805 by FDOT. The easements are needed to enable FDOT to improve State Road No. 968. The improvements include, but are not limited to, installing signal pull boxes, reconstructing the sidewalk and roadway, and updating the existing signage, signalization, and pavement markings in, over, under, upon, and through Parcels 804 and 805.

Section 125.38 of the Florida Statutes allows agencies, such as FDOT, 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 State Road No. 968. If granted, FDOT will be responsible for maintenance of the proposed improvements. Additional property details are shown in Attachment 1 to this memorandum.

Attachments

  
Edward Marquez  
Deputy Mayor



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report Location of Easement\_P804

Property Information	
Folio:	01-4137-027-0010
Property Address:	20 NW 1 AVE.
Owner	MIAMI-DADE COUNTY GSA R/E MGMT-DGC LIBRARY
Mailing Address	111 NW 1 ST STE 2460 MIAMI , FL 33128-1929
Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	1 Sq.Ft
Lot Size	188,354 Sq.Ft
Year Built	1980



Assessment Information			
Year	2014	2013	2012
Land Value	\$16,480,975	\$16,480,975	\$16,480,975
Building Value	\$9,878,600	\$9,878,600	\$9,878,600
XF Value	\$0	\$0	\$0
Market Value	\$26,359,575	\$26,359,575	\$26,359,575
Assessed Value	\$26,359,575	\$26,359,575	\$26,359,575

Benefits Information				
Benefit	Type	2014	2013	2012
County	Exemption	\$26,359,575	\$26,359,575	\$26,359,575

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

Short Legal Description
DOWNTOWN GOVT CENTER 1ST ADDN PB 127-16 TR C A/K/A LIBRARY & CULTURAL CENTER LOT SIZE 4.324 AC

Taxable Value Information			
	2014	2013	2012
<b>County</b>			
Exemption Value	\$26,359,575	\$26,359,575	\$26,359,575
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$26,359,575	\$26,359,575	\$26,359,575
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$26,359,575	\$26,359,575	\$26,359,575
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$26,359,575	\$26,359,575	\$26,359,575
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:

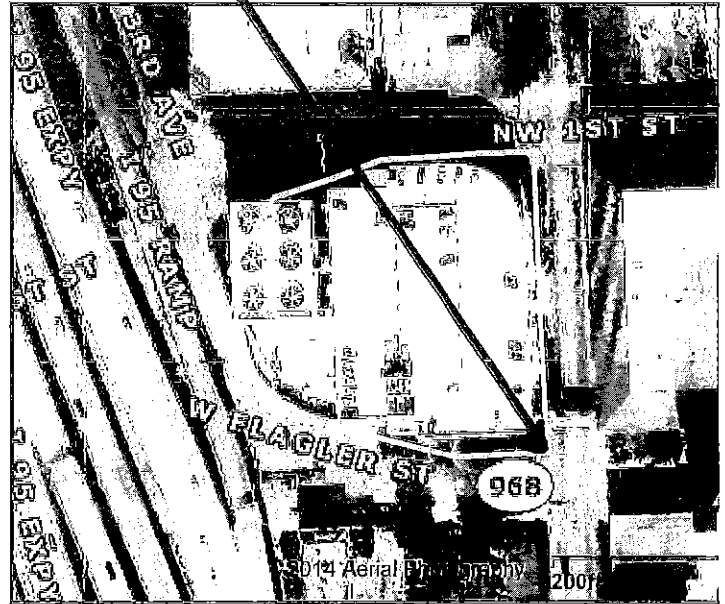


# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

### Location of Easement\_P805

Property Information	
Folio:	01-0111-030-1020
Property Address:	50 NW 2 AVE
Owner	MIAMI-DADE COUNTY GSA R/E MGMT-DGC
Mailing Address	111 NW 1 ST STE 2460 MIAMI, FL 33128-1929
Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	305,347 Sq.Ft
Living Area	Sq.Ft
Adjusted Area	297,664 Sq.Ft
Lot Size	75,909 Sq.Ft
Year Built	1984



Assessment Information			
Year	2014	2013	2012
Land Value	\$5,313,630	\$5,313,630	\$5,313,630
Building Value	\$27,409,832	\$27,409,832	\$27,409,832
XF Value	\$0	\$0	\$0
Market Value	\$32,723,462	\$32,723,462	\$32,723,462
Assessed Value	\$32,723,462	\$32,723,462	\$32,723,462

Benefits Information				
Benefit	Type	2014	2013	2012
County	Exemption	\$32,723,462	\$32,723,462	\$32,723,462

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

Short Legal Description
MIAMI NORTH PB B-41
LOTS 1 THRU 6 LESS POR FOR
FLAGLER ST BRIDGE R/W & LOTS 15
THRU 20 LESS POR FOR N & S XWAY
BLK 113

Taxable Value Information			
	2014	2013	2012
<b>County</b>			
Exemption Value	\$32,723,462	\$32,723,462	\$32,723,462
Taxable Value	\$0	\$0	\$0
<b>School Board</b>			
Exemption Value	\$32,723,462	\$32,723,462	\$32,723,462
Taxable Value	\$0	\$0	\$0
<b>City</b>			
Exemption Value	\$32,723,462	\$32,723,462	\$32,723,462
Taxable Value	\$0	\$0	\$0
<b>Regional</b>			
Exemption Value	\$32,723,462	\$32,723,462	\$32,723,462
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:



# 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)(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)  
2-2-16

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

RESOLUTION AUTHORIZING THE CONVEYANCE OF TWO PERPETUAL EASEMENTS TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, FOR A NOMINAL CONSIDERATION OF \$1.00 EACH IN ACCORDANCE WITH FLORIDA STATUTES SECTION 125.38, ON PORTIONS OF COUNTY-OWNED PROPERTIES FOR IMPROVEMENTS AND MAINTENANCE OF TRAFFIC FEATURES ALONG THE NORTHEAST AND NORTHWEST CORNERS OF THE INTERSECTION OF STATE ROAD NO. 968 (WEST FLAGLER STREET) AND NW 2 AVENUE; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ANY AND ALL OTHER 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 State of Florida Department of Transportation (FDOT) has proposed to improve State Road No. 968 (West Flagler Street)/ Segment No. 414633-1/ FDOT Parcels 804 and 805 in Miami-Dade County; and

**WHEREAS**, in order to do so, the FDOT has requested two perpetual easements for the purpose of installing signal pull boxes, and reconstructing the sidewalks along the northeast and northwest corners of West Flagler Street and NW 2 Avenue in order to improve pedestrian and vehicular traffic flow and safety; and

**WHEREAS**, FDOT's project would include installing signal pull boxes for the traffic timing system required for all mast arm locations, reconstructing the roadway, and updating the existing signage, signalization and pavement markings at the West Flagler Street and NW 2 Avenue intersection; and

**WHEREAS**, FDOT has requested the granting of the Perpetual Easements, attached to this resolution, and legally described in Exhibits A and B to the Perpetual Easements, which legal descriptions encompass 78 square feet of land located at the northeast corner of West Flagler Street and NW 2 Avenue and 38 square feet of land located at the northwest corner of West Flagler Street and NW 2 Avenue; and

**WHEREAS**, the activities and improvements proposed by FDOT would not impair the County's ability to access and maintain its property in the subject area; and

**WHEREAS**, the Board finds that pursuant to Section 125.38 of the Florida Statutes, said easements are required for such 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) approves the conveyances to FDOT for the nominal consideration of \$1.00 each pursuant to Section 125.38, Florida Statutes, of two Perpetual Easements in substantially the form attached hereto and made a part hereof, subject to the restriction that said parcels be used by FDOT for transportation-related improvements and maintenance to State Road No. 968; (3) authorizes the County Mayor or the County Mayor's designee to execute said easement, for and on behalf of Miami-Dade County, and to exercise all provisions therein; and pursuant to Resolution 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 recorded copies 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	

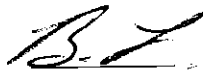
The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of February, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon 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



This instrument prepared by,  
or under the direction of,  
Alicia Trujillo, Esq.  
District General Counsel  
State of Florida  
Department of Transportation  
1000 N.W. 111<sup>th</sup> Avenue  
Miami, Florida 33172

Parcel No. : 804.1  
Item/Segment No. : 4146331  
Managing District : 6

**PERPETUAL EASEMENT**

THIS EASEMENT made the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, Grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual easement for the purpose of installing signal pull boxes, reconstructing the sidewalk, reconstructing the roadway, and updating the existing signage, signalization and pavement markings (collectively, the "Traffic Features") in, over, under, upon and through the following described land (the "Easement Area") in Miami-Dade County, Florida:

**AS SHOWN ON EXHIBIT "A" AND EXHIBIT "B" 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:

Grantee shall be responsible for the maintenance of the Traffic Features, provided however that Grantor shall continue to be responsible for maintaining the sidewalk within the easement area granted herein.

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. This section survives the termination of this easement.

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 installing signal pull boxes, reconstructing the sidewalk, reconstructing the roadway, and updating the existing signage, signalization and pavement markings 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 this easement shall terminate, and title to the above described property shall revert to the Grantor, its successors and assigns, and it shall have the right to immediately possess same. In the event Grantee's easement terminates and Grantor deems it necessary to request the removal of the Traffic Features or any of its components occupying the Easement Area, Grantee shall remove the Traffic Features or its components, as requested, and restore the Easement Area to a like or similar condition as existed prior to this Easement, at Grantee's sole cost and expense.

THAT Grantee shall not obstruct the County right-of-way, except as may be required temporarily from time to time to effect construction, inspections, maintenance, repairs, improvements and replacement of the Traffic Features.

Any construction, improvement, or hazards to the public resulting from the project construction that requires major repair and/or replacement work is subject to formal approval and permit as may be required by Grantor. Grantee shall promptly repair any damage to the Grantor's right-of-way, resulting from Grantee's exercising its rights hereunder. In the event that Grantee fails to do so, Grantor may repair such damage and Grantee shall pay all costs and expenses of such repair upon ten (10) days notice, or receipt of an invoice from Grantor.

During 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 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

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. 20\_\_.

# EXHIBIT "A"

**LEGAL DESCRIPTION PARCEL 804:**

A portion of Tract C, DOWNTOWN GOVERNMENT CENTER-FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 127, at Page 16, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:




BEGIN at the Southwest corner of said Tract C; THENCE North 02°20'24" West along the West line of said Tract C, a distance of 5.64 feet; THENCE North 88°04'15" East, a distance of 13.97 feet; THENCE South 02°24'17" East, a distance of 5.55 feet; THENCE South 87°42'43" West, along the South Boundary of said Tract C, a distance of 13.97 feet to the POINT OF BEGINNING.

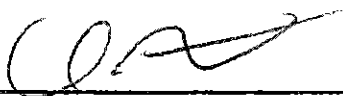
All of the foregoing lying in Section 37, James Hagan Donation, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida and containing 78 square feet more or less.

**GENERAL NOTES:**

- THIS IS NOT A SURVEY
- Bearings shown hereon are relative to the Survey Baseline along State Road 968 / W. Flagler St as shown on the Project Network Control Sheets (P.N.C.) prepared by Consul-Tech Surveying and Mapping Inc. Reference FP# 414633-1-52-01, Survey Date: 08-25-2009.
- Stations and Offsets are relative to the Auxiliary Baseline.
- The Baseline of Survey for S.R. 968 appearing on said P.N.C. ended at NW 2nd Avenue. Biscayne Engineering depicted a computed Auxiliary Baseline on this sketch in order to relate the subject Parcel to the Baseline of S.R. 968 project. Said Auxiliary Baseline was created 20 feet East of the West R/W line for NW 2nd Avenue (as provided to Biscayne Engineering by F.D.O.T.) and was not surveyed by Biscayne Engineering.
- Bearings and distances are calculated unless noted.
- Additions 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.
- Land shown hereon have not been abstracted for Right-of-Way, easements or any other matters of records. No Title Search has been provided or reviewed in connection with the preparation of this sketch.
- Remainder area shown hereon is based on information obtained from the Miami-Dade property appraiser Internet website.
- The data used in the calculation and preparation of the legal description was provided by the Florida Department of Transportation.
- Reference BEC Order No. 03-84283, Drawing No. 2188-SS-09.

**LEGEND:**

-  - Baseline
-  - Centerline
-  - Parcel Identification Number
- EXIST. - Existing
- F.D.O.T. - Florida Department of Transportation
- F.P. - Financial Project
- M - City of Miami Monument Line
- NO. - Number
- P.B. - Plat Book
- PG. - Page
- P.O.B. - Point of Beginning
- P.O.T. - Point of Termination
- (P) - Plat distance
- RGE. - Range
- RT - Right
- R/W - Right-of-Way
- SEC. - Section
- S.R. - State Road
- STA. - Station
- TWP. - Township



9-4-14

MIKE J. BARTHOLOMEW  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA LICENSE NO. 5666  
 BISCAYNE ENGINEERING COMPANY, INC.  
 529 W. FLAGLER ST, MIAMI, FL 33130, TEL. 305.324.7671  
 CERTIFICATE OF AUTHORIZATION No. 0129

This document consists of three (3) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

		<b>FLORIDA DEPARTMENT OF TRANSPORTATION</b>	
		<b>SKETCH TO ACCOMPANY LEGAL DESCRIPTION</b>	
		STATE ROAD NO. 968	MIAMI-DADE COUNTY
	BY	DATE	PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc.
	DRAWN	I.V.	09/14
REVISION	BY	DATE	CHECKED
			M.B.
			09/14
		F.P. NO. 414633-1	SECTION 87053
		SHEET 1 OF 3	

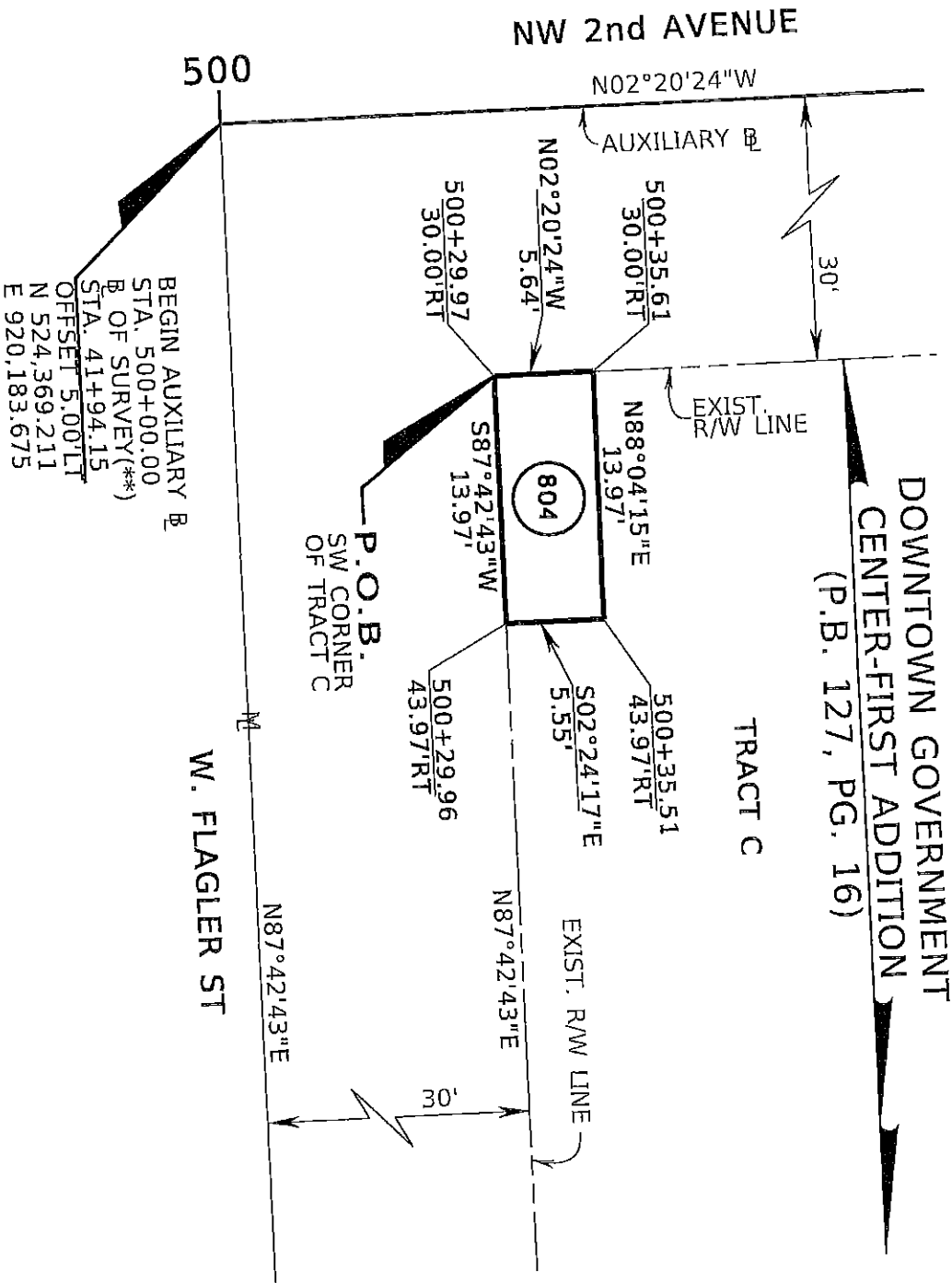


PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
804	MIAMI-DADE COUNTY	78 SQ. FT.	4.32 ACRES	

DETAIL "A"

THIS IS NOT A SURVEY

SEC. 37 TWP.54S, RGE.41E  
JAMES HAGAN DONATION



BEGIN AUXILIARY B  
STA. 500+00.00  
B OF SURVEY(\*\*)  
STA. 41+94.15  
OFFSET 5.00'LT  
N 524,369.211  
E 920,183.675



FLORIDA DEPARTMENT OF  
TRANSPORTATION  
SKETCH TO ACCOMPANY  
LEGAL DESCRIPTION

REVISION	BY	DATE

STATE ROAD NO. 968

BY	DATE

MIAMI-DADE COUNTY

PREPARED BY:	DATA SOURCE:
BISCAYNE ENGINEERING COMPANY, INC.	SEE GENERAL NOTES
F.P. NO. 414633-1	SECTION 87053
	SHEET 3 OF 3

Exhibit "B"

PARCEL 804

FIN. No. 414633-1

A portion of Tract C, DOWNTOWN GOVERNMENT CENTER-FIRST ADDITION, according to the Plat thereof, as recorded in Plat Book 127, at Page 16, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Southwest corner of said Tract C; THENCE North  $02^{\circ}20'24''$  West along the West line of said Tract C, a distance of 5.64 feet; THENCE North  $88^{\circ}04'15''$  East, a distance of 13.97 feet; THENCE South  $02^{\circ}24'17''$  East, a distance of 5.55 feet; THENCE South  $87^{\circ}42'43''$  West, along the South Boundary of said Tract C, a distance of 13.97 feet to the POINT OF BEGINNING.

All of the foregoing lying in Section 37, James Hagan Donation, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida and containing 78 square feet more or less.

MB/09/04/2014

This instrument prepared by,  
or under the direction of,  
Alicia Trujillo, Esq.  
District General Counsel  
State of Florida  
Department of Transportation  
1000 N.W. 111<sup>th</sup> Avenue  
Miami, Florida 33172

Parcel No. : 805.1  
Item/Segment No. : 4146331  
Managing District : 6

**PERPETUAL EASEMENT**

THIS EASEMENT made the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, Grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a perpetual easement for the purpose of installing signal pull boxes, reconstructing the sidewalk, reconstructing the roadway, and updating the existing signage, signalization and pavement markings (collectively, the "Traffic Features") in, over, under, upon and through the following described land (the "Easement Area") in Miami-Dade County, Florida:

**AS SHOWN ON EXHIBIT "A" AND EXHIBIT "B" 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:

Grantee shall be responsible for the maintenance of the Traffic Features, provided however that Grantor shall continue to be responsible for maintaining the sidewalk within the easement area granted herein.

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. This section survives the termination of this easement.

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 installing signal pull boxes, reconstructing the sidewalk, reconstructing the roadway, and updating the existing signage, signalization and pavement markings 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 this easement shall terminate, and title to the above described property shall revert to the Grantor, its successors and assigns, and it shall have the right to immediately possess same. In the event Grantee's easement terminates and Grantor deems it necessary to request the removal of the Traffic Features or any of its components occupying the Easement Area, Grantee shall remove the Traffic Features or its components, as requested, and restore the Easement Area to a like or similar condition as existed prior to this Easement, at Grantee's sole cost and expense.

THAT Grantee shall not obstruct the County right-of-way, except as may be required temporarily from time to time to effect construction, inspections, maintenance, repairs, improvements and replacement of the Traffic Features.

Any construction, improvement, or hazards to the public resulting from the project construction that requires major repair and/or replacement work is subject to formal approval and permit as may be required by Grantor. Grantee shall promptly repair any damage to the Grantor's right-of-way, resulting from Grantee's exercising its rights hereunder. In the event that Grantee fails to do so, Grantor may repair such damage and Grantee shall pay all costs and expenses of such repair upon ten (10) days notice, or receipt of an invoice from Grantor.

During 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 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

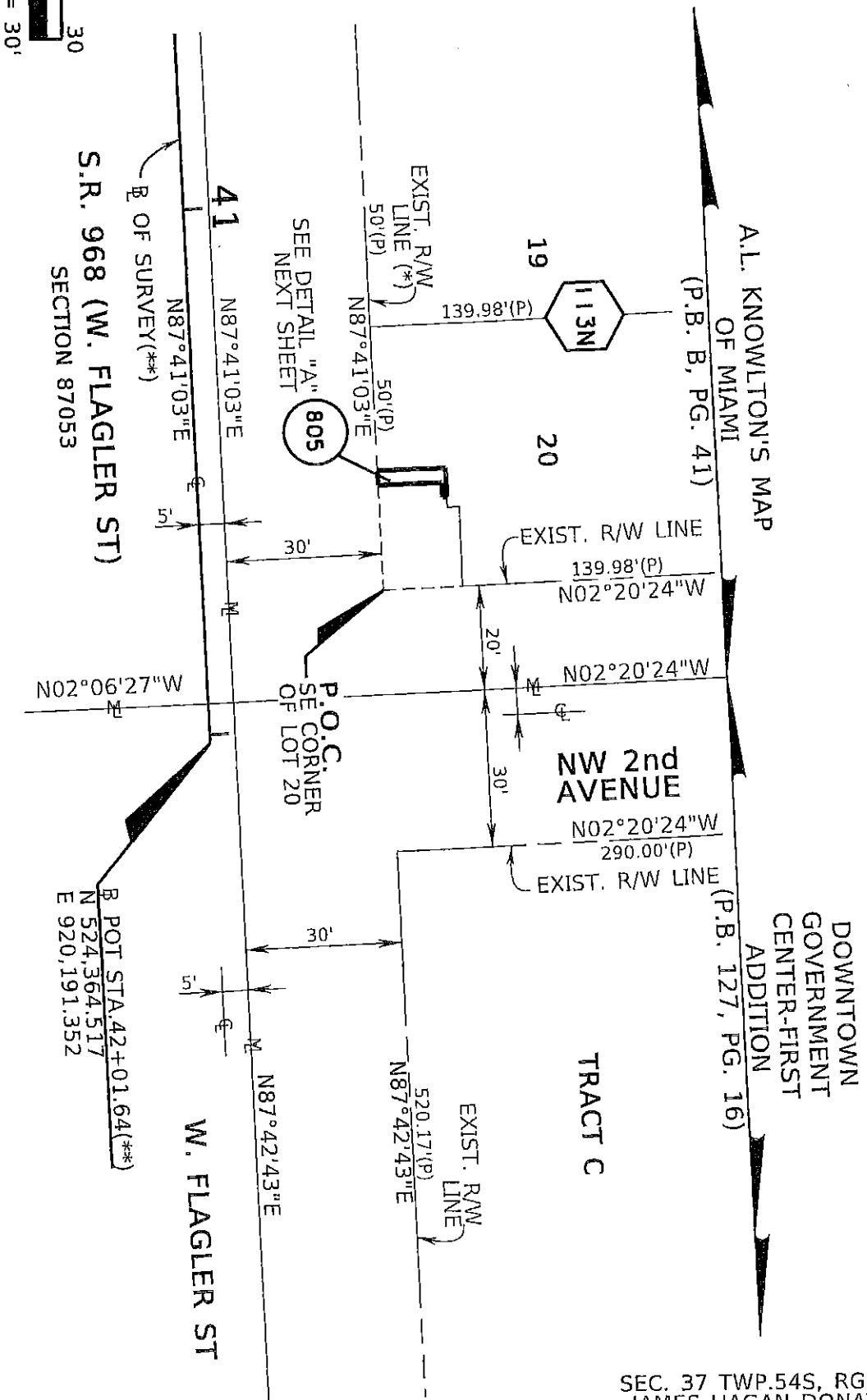
The foregoing was authorized and approved by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida, on the \_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.



SEC. 37-54-41  
(JAMES HAGAN DONATION)  
CITY OF MIAMI

THIS IS NOT A SURVEY

SEC. 37 TWP.54S, RGE.41E  
JAMES HAGAN DONATION



NOTES:  
 (\*) PER FDOT MAINTENANCE MAP FOR S.R. 968 / W. FLAGLER ST. SECTION 87053, DATED 08-17-2012.  
 (\*\*\*) PER P.N.C. SHEET FOR S.R. 968 / W. FLAGLER ST PREPARED BY CONSUL-TECH SURVEYING AND MAPPING, INC.  
 REFERENCE FP # 414633-1-52-01, SURVEY DATE 08-25-2009.

FLORIDA DEPARTMENT OF  
 TRANSPORTATION  
 SKETCH TO ACCOMPANY  
 LEGAL DESCRIPTION

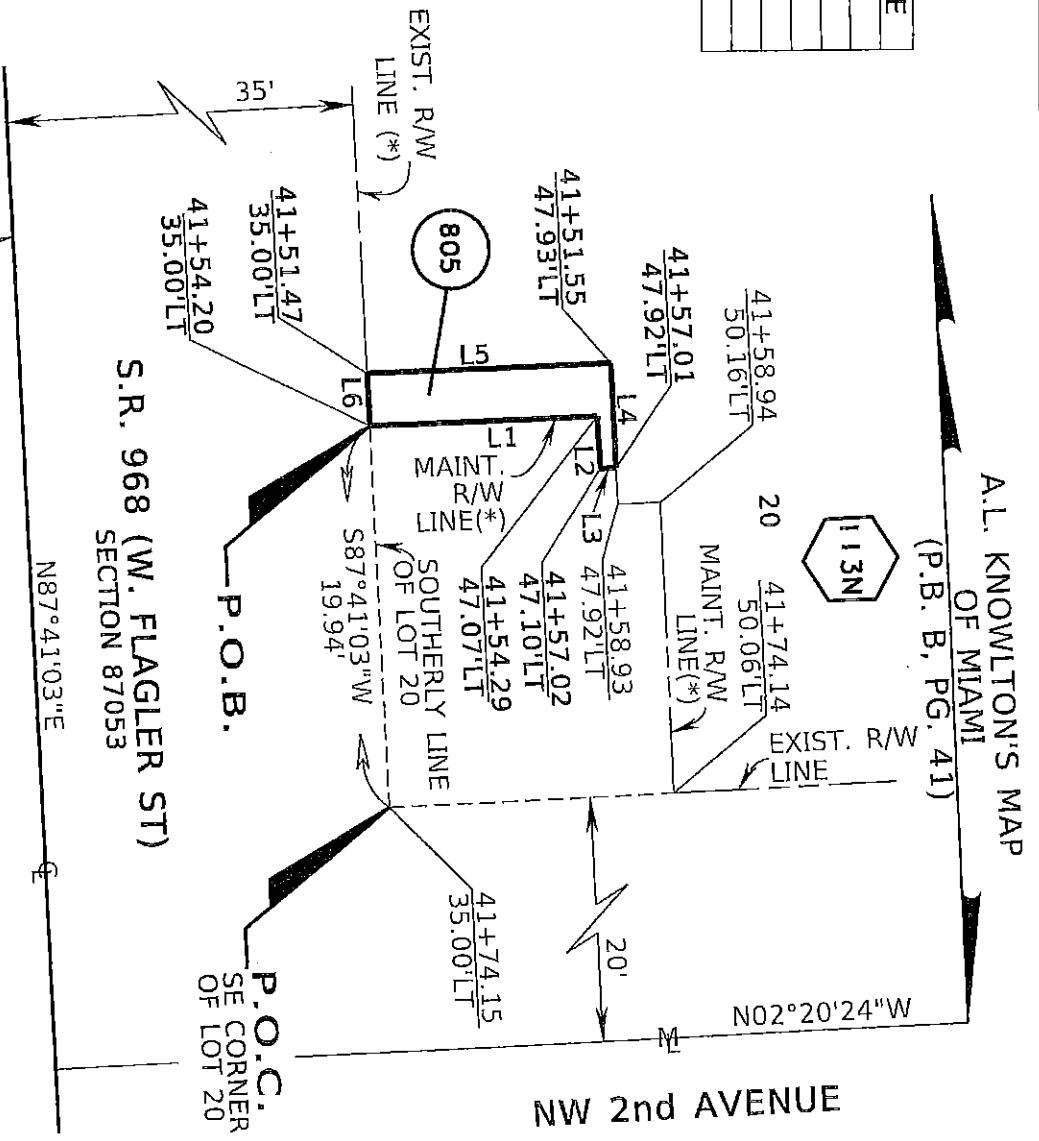
REVISION	BY	DATE

STATE ROAD NO. 968			MIAMI-DADE COUNTY		
BY	DATE	PREPARED BY:	DATA SOURCE:	SECTION	SHEET
I.V.	09/14	BISCAYNE ENGINEERING COMPANY, Inc	SEE GENERAL NOTES	87053	2 OF 3
M.B.	09/14	F.P. NO. 414633-1			

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
805	MIAMI-DADE COUNTY	38 SQ. FT.	1.74 ACRES	

**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 01°55'45" W	12.07'
L2	N 86°57'59" E	2.74'
L3	N 03°02'01" W	0.82'
L4	S 87°46'44" W	5.46'
L5	S 01°55'45" E	12.93'
L6	N 87°41'04" E	2.74'



**THIS IS NOT A SURVEY**  
**DETAIL "A"**

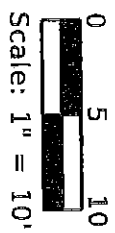
SEC. 37 TWP.54S, RGE.41E  
 JAMES HAGAN DONATION

NOTES:  
 (\*) PER FDOT MAINTENANCE MAP FOR S.R. 968 / W. FLAGLER ST. SECTION 87053, DATED 08-17-2012.  
 (\*\*) PER P.N.C. SHEET FOR S.R. 968 / W. FLAGLER ST PREPARED BY CONSUL-TECH SURVEYING AND MAPPING, INC.  
 REFERENCE FP # 414633-1-52-01, SURVEY DATE 08-25-2009.

FLORIDA DEPARTMENT OF  
 TRANSPORTATION  
 SKETCH TO ACCOMPANY  
 LEGAL DESCRIPTION

REVISION	BY	DATE

STATE ROAD NO. 968		MIAMI-DADE COUNTY	
BY	DATE	PREPARED BY:	DATA SOURCE:
I.V.	09/14	BISCAYNE ENGINEERING COMPANY, Inc.	SEE GENERAL NOTES
CHECKED	M.B.	F.P. NO. 414633-1	SECTION 87053
			SHEET 3 OF 3



PARCEL 805

FIN. No. 414633-1

A portion of Lot 20, Block 113 N, A.L. KNOWLTON'S MAP OF MIAMI, according to the Plat thereof, as recorded in Plat Book B, at Page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Lot 20, Block 113 N; THENCE South  $87^{\circ}41'03''$  West, along the South line of said Lot 20, a distance of 19.94 feet to a point identified as "STA. 41+54.20, OFFSET: 35.00' LT" on State of Florida Department of Transportation Maintenance Map for State Road 968 (W. Flagler Street), bearing a Financial Project Number of 414633-1-32-01, and recorded in Plat Book 152, Page 91 of the Public Records of Miami-Dade County, Florida, said point also being the POINT OF BEGINNING; THENCE along the Maintained Right-of-Way Line as shown on said Maintenance Map, the following (3) courses: (1) THENCE North  $01^{\circ}55'45''$  West, a distance of 12.07 feet; (2) THENCE North  $86^{\circ}57'59''$  East, a distance of 2.74 feet; (3) THENCE North  $03^{\circ}02'01''$  West, a distance of 0.82 feet; THENCE South  $87^{\circ}46'44''$  West, a distance of 5.46 feet; THENCE South  $01^{\circ}55'45''$  East, a distance of 12.93 feet; THENCE North  $87^{\circ}41'04''$  East, a distance of 2.74 feet to the POINT OF BEGINNING.

All of the foregoing lying in Section 37, James Hagan Donation, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida and containing 38 square feet more or less.

MB/09/04/2014