

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(J)(1)(B)  
03-06-07

**OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA**

RESOLUTION NO. R-228-07

RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE EXPRESSWAY AUTHORITY (MDX) GRANTING ACCESS TO THE COUNTY FOR THE DEMOLITION AND SITE PREPARATION OF MDX PARCELS NOS. 134 AND 135 AND PROVIDING REIMBURSEMENT FUNDING FOR THE DEMOLITION OF PARCEL NO. 135 IN AN AMOUNT NOT TO EXCEED \$99,168.75; AND AUTHORIZES THE COUNTY TO RECEIVE AND EXPEND FUNDS AS SPECIFIED IN THE INTERLOCAL AGREEMENT

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

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

Section 1. That this Board approves the agreement between Miami-Dade County and the Miami-Dade Expressway Authority (MDX) in substantially the form attached hereto and made a part hereof, granting access to the County for the demolition and site preparation of MDX Parcels Nos. 134 and 135 and providing reimbursement funding for the demolition of Parcel No. 135 in an amount not to exceed \$99,168.75.

Section 2. That this Board further authorizes the County Mayor or his designee to execute such contracts and agreements as are approved by the County Attorney's Office; to receive and expend funds in accordance with such aforementioned agreement; and to file and execute any additional agreements, revisions, or amendments as required to carry out the project for and on behalf of Miami-Dade County, Florida.

Section 3. That the County staff is authorized to furnish such additional information as MDX may require in connection with the agreement.

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

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK



By: **KAY SULLIVAN**

Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

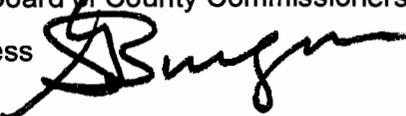
Thomas Goldstein

# Memorandum



**Date:** March 6, 2007

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**From:** George M. Burgess  
County Manager 

**Subject:** Execution of an Interlocal Agreement with Miami-Dade Expressway Authority (MDX) Granting Access to the County for the Demolition and Site Preparation of MDX Parcels Nos. 134 and 135 and Providing Reimbursement Funding for the Demolition of Parcel No. 135 in an Amount not to Exceed \$99,168.75

Agenda Item No. 8(J)(1)(B)

## RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the execution of an Interlocal Agreement, in substantially the form attached, with the Miami-Dade Expressway Authority (MDX) to grant access to demolish MDX owned buildings located on Parcel 134 and Parcel 135, along the State Road (SR) 112 and Le Jeune corridors on the northeast corner of the intersection of NW 37th Avenue and NW 36th Street, to be used by Miami-Dade County in the construction of the Miami Intermodal Center (MIC) -Earlington Heights Connector Project. This Interlocal agreement provides reimbursement funding to the County of up to \$99,168.75 for the demolition of the building located on parcel 135.

## BACKGROUND

Several parcels needed in the construction of the MIC-Earlington Heights Connector Project, including Parcels Nos. 134 and 135, are owned by MDX. MDX is granting the County access to demolish a two-story concrete building on Parcel 134, which will be used by Miami-Dade Transit (MDT) in the construction of the MIC-Earlington Heights Connector Project. In order to avoid delays during the construction phase, MDT is proceeding with site clearing of any available parcels. The cost to demolish the two-story concrete block building on Parcel 134 is \$126,661.25, and will be funded as part of the MIC-Earlington Heights Connector project.

Since Parcel 134 is located next to Parcel 135, MDX requested that MDT include the demolition of the structure on that parcel as part of the same demolition contract for Parcel 134. The one-story metal building on Parcel 135 will be demolished by MDT on behalf of MDX at a cost to MDX of up to \$99,168.75 through this Interlocal Agreement.

The demolition contract was competitively bid using the County's Miscellaneous Capital Construction (MCC) Contracts. The demolition contract, which will be presented through a separate item, totals \$225,830.00 and covers the demolition cost for both parcels.

## FISCAL IMPACT

The demolition cost for Parcel 135 in the amount of \$99,168.75 will be reimbursed to the County by MDX through this Interlocal Agreement. Demolition costs paid through the MCC Contractor for both parcels will be presented to the Board for approval under separate cover.

  
Assistant County Manager

2/2/07  
Date



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** March 6, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 8(J)(1)(B)

**Please note any items checked.**

- "4-Day Rule" ("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**
- Bid waiver requiring County Manager's written recommendation**
- Ordinance creating a new board requires detailed County Manager's report for public hearing**
- Housekeeping item (no policy decision required)**
- No committee review**

**EXHIBIT A**  
**LEGAL DESCRIPTION PARCELS 134 AND 135**

Parcel 134 Legal Description

The S 175 feet of the N 349.68 of the W 245 feet of the SW 1/4 of the SW 1/4 of the SW1/4, of Section 21, Township 53 South, Range 41 East, less the West 35 feet thereof, all lying and being in Miami-Dade County, Florida.

Parcel 135 Legal Description

The SW 1/4 of the SW 1/4 of the SW1/4, less the East 435.5 feet and less the ~~North~~ 349.68 feet, and less the South 35 feet and the West 35 feet, in Section 21, Township 53 South, Range 41 East, in Miami-Dade County, Florida, and less the following described property:

A triangular-shaped portion of land, lying in the Southwest quarter (SW1/4) of Section 21, Township 53 South, Range 41 East, in Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the point of intersection of the North line of the South 10.668 meters (35.00 feet) with the East line of the West 10.668 meters (35.00 feet) of the SW1/4 of said Section 21; thence run N02°11'04"W along said East line of the West 10.668 meters (35.00 feet), for a distance of 4.613 meters (15.13 feet) to a point; thence run S43°06'13"E, for a distance of 6.101 meters (20.02 feet), to the intersection with said North line of the South 10.668 meters (35.00 feet); thence run S87°46'19"W along last described North line, for a distance of 3.996 meters (13.11 feet) to the Point of Beginning. Containing 9.2 square meters (99 square feet), more or less.

**INTERLOCAL AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_ day of October, 2006 (the "Agreement") by and between **MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY**, a body politic and corporate, a public instrumentality and an agency of the state, existing under the Florida Expressway Authority Act, as amended whose address is 3790 N.W. 21st Street Miami, Florida 33142 (the "MDX"), and **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, through its instrumentality Miami-Dade Transit, whose address is Stephen P. Clark Center, 111 N.W. 1<sup>st</sup> Street, Suite 910, Miami, FL 33128 (the "COUNTY").

**WITNESSETH:**

WHEREAS, MDX is an agency of the State of Florida;

WHEREAS, Sections 6-107 and 6-406 of MDX's Procurement Policy authorizes the Executive Director to enter into this Agreement;

WHEREAS, Sections 163.01 and 190.011(12), Florida Statutes empowers the COUNTY to cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in exercising COUNTY powers, duties, or purposes authorized by the Act;

WHEREAS, the COUNTY and MDX are entering into this Agreement to Demolish certain buildings situated on MDX Parcels 134 and 135, the legal descriptions for which parcels are described in Exhibit A, (the "Project") in order to accommodate a future COUNTY project known as the MIC-Earlington Heights Connector Metrorail Extension

Project;

WHEREAS, MDX wishes through this Agreement to utilize the COUNTY Demolition Contractor with respect to the Project, subject to the terms and conditions of this Agreement; and

WHEREAS the parties have executed this Agreement pursuant to proper authorization of their governing boards and applicable law.

NOW, THEREFORE in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

Section 1. Recitals and Representations.

1.1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

1.2. Representations and Warranties of the COUNTY. The COUNTY represents and warrants as follows:

1.2.1 The COUNTY is duly organized and validly existing as a local unit of special purpose government under the Act;

1.2.2 The COUNTY has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement.

1.3 Representations and Warranties of MDX. MDX represents and warrants as follows:

1.3.1 MDX is a body politic and corporate, a public instrumentality, and an agency of the State of Florida existing under the Florida Expressway Authority Act;

1.3.2 MDX has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations under this Agreement;

Section 2. Access and Demolition.

2.1. The COUNTY agrees to demolish MDX owned buildings located on Parcel 134 and Parcel 135 of the SR112 Interconnector Project; such demolition to be completed by within 180 days from the Notice to Proceed to the Demolition Contractor (defined below).

2.1.1 The building on Parcel 134 shall be demolished by the COUNTY at the sole cost of the COUNTY. The building on Parcel 135 shall be demolished by the COUNTY on behalf of MDX at a cost to MDX of \$92,250 plus a contingency of 7.5%, for a total cost not exceeding \$99,168.75.

2.1.2. The COUNTY shall utilize the services of Demolition Masters Inc., (the "Demolition Contractor"), a duly qualified and licensed contractor, competitively procured by the COUNTY pursuant to RFQ# PD-5-72864-EHT (the "RFQ") and awarded to the proposer with the most competitive price.

2.1.3 MDX hereby grants the COUNTY and the Demolition Contractor access to Parcel 134 and Parcel 135 for the sole purpose of performing the Scope of Work ("Scope of Work") set forth in the RFQ.

2.2. MDX shall have no liability for any cost increases, overruns, liability, damages and expense of any nature resulting from the COUNTY's contract with the Demolition Contractor, or related to the Project.

2.3. The COUNTY acknowledges that MDX does not have as built or any other plans for the buildings located on Parcels 134 and 135. MDX shall provide the COUNTY upon the written request of the COUNTY, with any surveys, or environmental reports that MDX has for parcels 134 and 135.

Section 3. Permits. The Demolition Contractor shall identify and obtain all necessary authorizations and permits required for the Project. Permit costs are not included in the contract price and are part of the contingency allowance.

Section 4. Insurance.

4.1. MDX shall be named as an additional insured on all insurance policies required by the COUNTY's contract with the Demolition Contractor (the "Contract"). Copies of such certificate(s) of insurance reflecting MDX as an additional insured are to be provided to MDX by the COUNTY before the commencement of the Project.

4.2. Nothing in this Agreement shall be construed to create any contractual relationship between MDX and the Demolition Contractor or other person or entity having a direct contract with the COUNTY or the Demolition Contractor, nor shall it create an obligation on the part of MDX to pay or to see to the payment of any monies due the Demolition Contractor, or any subcontractor, or other person or entity, except as otherwise required in this Agreement or by law. However, this provision shall not in any way limit the

COUNTY's ability to collect or enforce payment for the demolition services described herein from MDX.

Section 5. Payment to COUNTY.

5.1 MDX shall provide the COUNTY with funds to pay the cost of demolition for Parcel 135, by reimbursement or otherwise, based on the cost proposal agreed between the COUNTY and the Demolition Contractor, as set forth in the Bid Form attached as Exhibit "B" to this Agreement, but not exceeding the amount specified in Section 2.1.1 of this Agreement, as itemized in direct billings from the Demolition Contractor to the COUNTY.

5.2 The COUNTY shall submit to MDX a copy of the Demolition Contractor's invoice approved by the COUNTY. To the extent possible, such invoices shall contain an itemized description of the work done, together with the cost of the demolition and contingencies applicable to Parcel 135.

5.3 Upon receiving a request for payment described in this Section, MDX shall review the completeness and accuracy of itemized invoices and descriptions of work performed, prior to approving such invoices for payment. Payment by MDX shall be made on or before the expiry of forty five (45) days from the receipt of the invoice.

5.4 MDX shall be provided with final releases and a Final Affidavit of Payment from the Demolition Contractor when MDX makes payment to the COUNTY. The forms to be provided by the Demolition Contractor are attached to this Agreement as Exhibit "C".

5.5 MDX shall be responsible to reimburse the COUNTY only for work performed in accordance with this Agreement, and as otherwise authorized in writing by MDX.

Section 6. Supervision.

6.1 The COUNTY on behalf of MDX shall be responsible for the supervision of the work to be performed by the Demolition Contractor and shall exercise all responsibilities of the owner under the Contract.

Section 7. Changes in the Work; Extra Work.

7.1 The COUNTY shall advise MDX in writing, upon the authorization of the commencement of any work under the contract with the Demolition Contractor, or approval of any payment which involves reimbursement from the contingency amount

Section 8. Audit. MDX and the COUNTY agree to permit each other's auditors to inspect the books, records, and accounts of the payments under this Agreement for three (3) years after completion of the demolition. These records shall be made available to the requesting party for inspection within five (5) working days upon receipt of a written request from the requesting party and the payment of any actual costs incurred in complying with the request.

Section 9. Sovereign Immunity.

9.1 MDX and the COUNTY are state agencies or subdivisions of the State of Florida as defined in section 768.28, Florida Statutes, and each agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable except, MDX hereby specifically waives any sovereign immunity liability limitations as to the COUNTY only and specifically for any sums due the COUNTY under this Agreement. Nothing herein shall be construed as consent

by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

9.2 In the event of breach or non-performance by the Demolition Contractor or other persons or entities selected by the COUNTY to perform the Project, the COUNTY agrees to pursue all claims and rights against the Demolition Contractor to ensure the completion of the Project in accordance with the Contract. The COUNTY shall, upon written request by MDX, assign to MDX any and all of its rights under the Contract for purposes of the MDX's prosecution of claims, actions or causes of action resulting from such breach or non-performance, including the assignment of any and all rights under applicable performance and payment bonds as required by Section 255.05, Florida Statutes. The COUNTY agrees to cooperate fully with MDX in the prosecution of any such claim or action.

9.3 Notice to MDX. In the event the COUNTY receives any notice required to be given by a person or entity providing services related to the Scope of Work pursuant to the terms of the agreement with such person or entity, or if the COUNTY becomes aware of any act or failure to act on the part of any person or entity at variance with the terms of any agreement between the COUNTY and such person or entity, the COUNTY shall promptly notify MDX.

9.4 COUNTY Indemnification and Hold Harmless.

9.4.1 The COUNTY does hereby agree to indemnify, defend and hold harmless MDX to the extent of the limitations included within Section 768.28, Florida Statutes, (whereby the COUNTY shall not be held liable to pay a personal injury or property

damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the COUNTY arising out of the same incident or occurrence, exceeds the sum of \$200,000), from and against any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the COUNTY's gross negligence, recklessness, or intentionally wrongful conduct or that of its agents, employees, sub-consultants or the Demolition Contractor. However, nothing contained herein shall be deemed to indemnify MDX for any liability or claim arising out of the negligent performance or failure of performance of MDX.

9.4.2 The COUNTY shall be required to defend MDX and all of its officers, members, agents, employees and successors from any claim, loss, damage, cost charge, judgment or expense, arising out of any gross negligence, recklessness, or intentionally wrongful conduct by the COUNTY, its agents, employees, sub-consultants or Demolition Contractor during the performance of the Demolition Contract, whether direct or indirect.

9.4.3 The COUNTY's obligation to defend and indemnify MDX shall be triggered by MDX's notice of claim for indemnification or defense to the COUNTY. The COUNTY's inability to evaluate liability or its evaluation of liability shall not excuse the COUNTY's duty to indemnify within seven (7) days after such notice by MDX is given by registered mail. Only an adjudication of judgment after the highest appeal is exhausted, specifically finding MDX solely negligent shall excuse performance of this provision by the COUNTY. The COUNTY shall pay all costs and fees related to this obligation and its enforcement by MDX. MDX's failure to notify the COUNTY of a claim shall not release

the COUNTY of the above duty to indemnify and defend MDX.

9.5 MDX Indemnification and Hold Harmless.

9.5.1 MDX does hereby agree to indemnify, defend and hold harmless the COUNTY to the extent of the limitations included within Section 768.28, Florida Statutes, (whereby MDX shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by MDX arising out of the same incident or occurrence, exceeds the sum of \$200,000), from and against any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of MDX'S gross negligence, recklessness, or intentionally wrongful conduct or that of its agents, employees, or sub-consultants. However, nothing contained herein shall be deemed to indemnify the COUNTY for any liability or claim arising out of the negligent performance or failure of performance of the COUNTY.

9.5.2 MDX shall be required to defend the COUNTY and all of its officers, members, agents, employees and successors from any claim, loss, damage, cost charge, judgment or expense, arising out of any gross negligence, recklessness, or intentionally wrongful conduct by MDX, or that of its agents, employees, or sub-consultants, whether direct or indirect, during the performance of the Contract.

9.5.3 MDX's obligation to defend and indemnify the COUNTY shall be triggered by the COUNTY's notice of claim for indemnification or defense to MDX. The COUNTY's inability to evaluate liability or its evaluation of liability shall not excuse

EXECUTION VERSION

MDX's duty to indemnify within seven (7) days after such notice by the COUNTY is given by registered mail. Only an adjudication of judgment after the highest appeal is exhausted, specifically finding the COUNTY solely negligent shall excuse performance of this provision by MDX. MDX shall pay all costs and fees related to this obligation and its enforcement by the COUNTY. The COUNTY's failure to notify MDX of a claim shall not release MDX of the above duty to indemnify and defend the COUNTY.

Section 10. Notices. Any and all notices required to be given under this Agreement shall be deemed duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, and addressed as set forth below:

To the COUNTY:

Jerry Borbolla, Chief Right of Way & Utilities  
Miami-Dade Transit  
111 NW 1st Street, Suite 1510  
Miami, FL 33128  
(305) 375-4504  
jibb@miamidade.gov

To MDX:

Miami-Dade Expressway Authority  
Attention: Executive Director  
3790 NW 21 Street  
Miami, Florida 33142

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this paragraph for the giving of notice.

Section 11. Assignment. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered under any circumstances by the COUNTY without the prior written consent of MDX and only by document of equal dignity herewith.

Section 12. Persons Bound. The benefits and obligations of the covenants herein shall inure to the benefit of and bind the successors and assigns (where assignment is permitted) of the Parties to this Agreement. Whenever used, the singular number shall include the plural, the plural the singular and the use of any gender shall include all genders.

Section 13. Waiver. The waiver by MDX or the COUNTY of any breach of any term, condition or covenant herein contained shall not be a waiver of such term, condition or covenant, or any subsequent breach of the same or any other term, condition or covenant herein contained and no such waiver shall be effective unless in writing and signed by the party against whom enforcement thereof is sought. The consent and approval by MDX or the COUNTY to or of any act by the other requiring said consent or approval shall not be deemed to waive or render unnecessary such consent to or approval of any subsequent similar act.

Section 14. Time of the Essence; Termination and Liquidated Damages. Time is of the essence with respect to the performance of each of the covenants, obligations and dates specified in this Agreement. The Parties agree that MDX's obligations under this

EXECUTION VERSION

Agreement are conditioned upon the COUNTY providing permits related to the Project and completing the Project within the times specified herein. In the event the COUNTY fails to comply with the time requirements in this Agreement, MDX may elect to terminate this Agreement with immediate effect by notice in writing to the COUNTY.

Section 15. Amendment. This Agreement may be modified in writing only by the mutual agreement of both parties in accordance with their respective laws, rules and procedures.

Section 16. Entire Agreement. This Agreement, any exhibits attached hereto and forming a part hereof, and any documents referred to herein and forming a part hereof shall constitute the entire agreement of the parties and sets forth all covenants, terms, promises, agreements, conditions and understandings between MDX and COUNTY regarding the Project, and there are no covenants, terms, promises, agreements, conditions or understandings, either oral or written, between them other than as set forth herein.

Section 17. Third Party Beneficiaries. This Agreement is solely between the COUNTY and MDX, and does not create any rights in or responsibilities to any third parties.

Section 18. Severability. If any one or more of the covenants, agreements or provisions of this Agreement shall be held invalid, it is the intent of the parties that such covenants, agreements or provisions shall be deemed severable and that the remaining provisions remain in full force and effect.

Section 19. Captions and Headings. The captions and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of this Agreement, or in any way affect this Agreement.

Section 20. Agreement Effective. This Agreement, or any modification, amendment or alteration thereof, shall not be effective or binding upon any of the parties hereto until it is executed by the proper officials of the COUNTY and MDX.

Section 21. Due Authorization. Each party represents to the other that it is duly authorized to enter into this Agreement and to do all things and perform all functions contemplated hereby and that same is in compliance with all laws and regulations applicable to it, the doing of such things and the performance of such functions, and that this Agreement is a legal, valid and binding obligation of each of them and is enforceable upon them in accordance with its terms.

Section 22. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

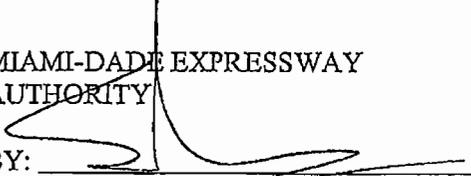
Section 23. Governing Law; Venue; Attorneys Fees. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Venue for purposes of any litigation or administrative proceedings shall be Miami-Dade County, Florida. The parties hereby waive their right to a jury trial. In the event of any dispute between the parties arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the action.

[Remainder of page intentionally left blank]

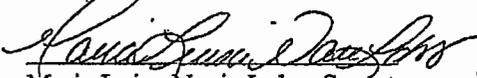
IN WITNESS WHEREOF, the parties hereto set their hands and official seals the day and year first above written.



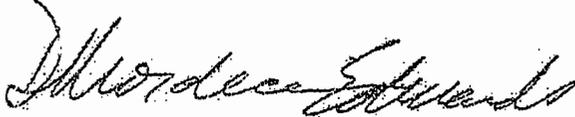
MIAMI-DADE EXPRESSWAY  
AUTHORITY

BY:   
NAME: Servando M. Parapar, P.E.  
TITLE: Executive Director

ATTEST:

  
Maria Luisa Navia Lobo, Secretary

Approved as to form and  
legal sufficiency



Deborah M. Edwards  
Edwards & Associates  
MDX General Counsel

19

EXECUTION VERSION

ATTEST:  
HARVEY RUVIN, CLERK

By:

\_\_\_\_\_  
Deputy Clerk

Approved by Office of County Attorney  
as to form and legal sufficiency:

By:

\_\_\_\_\_  
Assistant County Attorney

LESSEE:

MIAMI-DADE COUNTY,  
FLORIDA, a political subdivision of  
the State of Florida, BY ITS BOARD  
OF COUNTY COMMISSIONERS

By:

\_\_\_\_\_  
Name: George M. Burgess  
Title: County Manager  
Date:

\_\_\_\_\_

EXECUTION VERSION

EXHIBIT A  
LEGAL DESCRIPTION PARCELS 134 AND 135

EXECUTION VERSION

EXHIBIT B  
BID FORM

22

EXECUTION VERSION

EXHIBIT C  
Contractor's Final Affidavit of Payment

This Instrument was prepared by:  
Deborah Mordecai Edwards, Esq.  
Edwards & Associates, P.A.  
4960 S.W. 72<sup>nd</sup> Avenue, Ste #301  
Miami, Florida 33155

**CONTRACTOR=S FINAL AFFIDAVIT**

Florida Statutes 713.06 (3) (d)

STATE OF FLORIDA                    )  
  )SS  
COUNTY OF MIAMI-DADE         )

**KNOW ALL ME BY THESE PRESENTS:**

That the undersigned, \_\_\_\_\_, are the contractors ( the AContractors@) who performed demolition work on the property legally described as follows:

Parcel 134 Legal Description

The S 175 feet of the N 349.68 of the W 245 feet of the SW 1/4 of the SW 1/4 of the SW1/4, of Section 21, Township 53 South, Range 41 East, less the West 35 feet thereof, all lying and being in Miami-Dade County, Florida.

Parcel 135 Legal Description

The SW 1/4 of the SW 1/4 of the SW1/4, less the East 435.5 feet and less the North 349.68 feet, and less the South 35 feet and the West 35 feet, in Section 21, Township 53 South, Range 41 East, in Miami-Dade County, Florida, and less the following described property:

A triangular-shaped portion of land, lying in the Southwest quarter (SW1/4) of Section 21, Township 53 South, Range 41 East, in Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the point of intersection of the North line of the South 10.668 meters (35.00 feet) with the East line of the West 10.668 meters (35.00 feet) of the SW1/4 of said Section 21; thence run N02°11'04"W along said East line of the West 10.668 meters (35.00 feet), for a distance of 4.613 meters (15.13 feet) to a point; thence run S43°06'13"E, for a distance of 6.101 meters (20.02 feet), to the intersection with said North line of the South 10.668 meters (35.00 feet); thence run S87°46'19"W along last described North line, for a distance of 3.996 meters (13.11 feet) to the Point of Beginning. Containing 9.2 square meters (99 square feet), more or less.

That in accordance with Florida Statutes Section 713.06(3)(d), the undersigned as Contractor hereby furnishes this Final Affidavit for the purpose of acknowledging final payment from the Miami-Dade County Florida on behalf of Miami-Dade County Expressway, the owner (the

24

“Owner”) of Parcel 134 and Parcel 135.  
The Undersigned states as follows:

1. That they were the sole contractors who performed work on the Property and that all work performed on the property was completed in full on \_\_\_\_\_.
2. That there were no sub-contractors employed by Contractors to do work on the Property.
3. All labor, materials or services have been furnished pursuant to the said contract as of the date hereof and that all labor, materials or services have been paid for in full.
4. Initial one of the following:
  - a)  X  All lienors under the undersigned=s direct contract have been paid in full.
  - b)  N/A  All lienors under the undersigned=s direct contract have been paid in full except for those parties entitled to payment as shown in the attached Statement of Contractor to Owner showing the name of each lienor and the amount due each for labor, materials or services furnished.

IN WITNESS WHEREOF, I have set my hand and seal unto this instrument this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

[Affix Corporate Seal]

Attest:

DEMOLITION MASTERS, INC.

\_\_\_\_\_  
Name:  
Title: Corporate Secretary

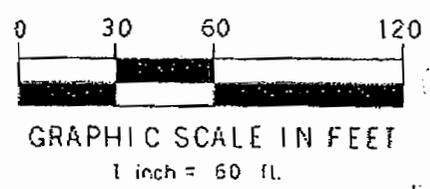
By: \_\_\_\_\_  
Name:  
Title: President

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by, \_\_\_\_\_ and \_\_\_\_\_ in their respective capacities as President and Secretary of DEMOLITION MASTERS INC., who are personally known to me or who produced **Driver Licenses** as identification.

Notary Public, State of Florida at Large (Seal)  
Print Name:  
My commission expires:

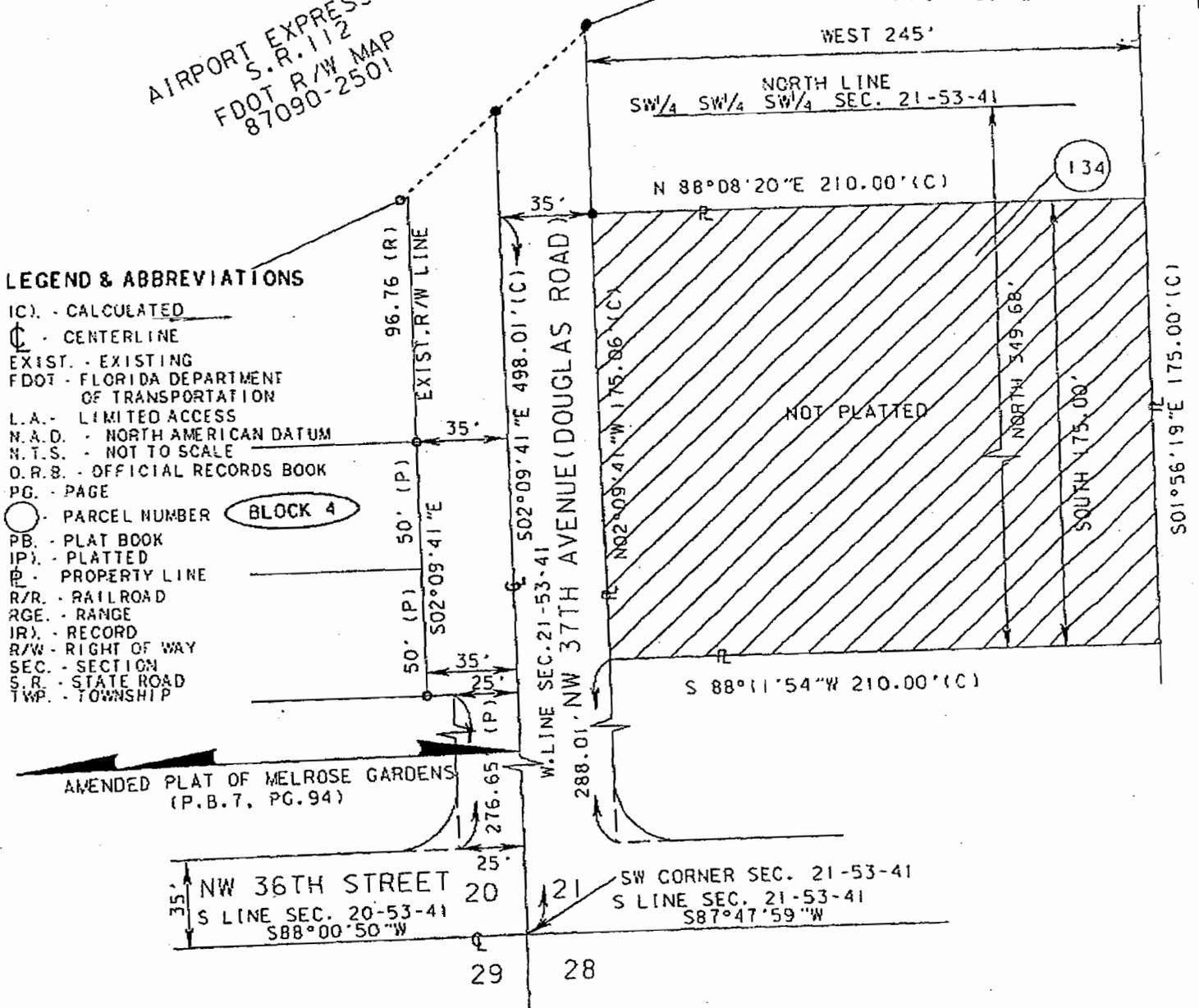
as

AIRPORT EXPRESSWAY  
S.R. 112  
FDOT R/W MAP  
87090-2501



- LEGEND & ABBREVIATIONS**
- (C) - CALCULATED
  - ⊙ - CENTERLINE
  - EXIST. - EXISTING
  - FDOT - FLORIDA DEPARTMENT OF TRANSPORTATION
  - L.A. - LIMITED ACCESS
  - N.A.D. - NORTH AMERICAN DATUM
  - N.T.S. - NOT TO SCALE
  - O.R.B. - OFFICIAL RECORDS BOOK
  - PG. - PAGE
  - ⊙ - PARCEL NUMBER
  - PB. - PLAT BOOK
  - IP. - PLATTED
  - P. - PROPERTY LINE
  - R/R. - RAILROAD
  - RGE. - RANGE
  - IR. - RECORD
  - R/W. - RIGHT OF WAY
  - SEC. - SECTION
  - S.R. - STATE ROAD
  - TWP. - TOWNSHIP

**BLOCK 4**



THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION						
FLORIDA STATE ROAD No. 112, MIAMI-DADE COUNTY.			PARCEL No.: 134			
DATE: 07/27/03	SCALE: 1" = 100'	DRAWN: M.E.	CALCULATED: M.E.	CHECKED: M.E.		
		 9/25/03 MICHAEL EGEBIKE PLS # 5183		REVISIONS	BY	DATE
		PRECISION ENGINEERING & SURVEYING, INC. 2529 N.W. 97th Avenue, Suite 200, North, Florida 33172 Tel: 1305 715-9350 Fax: 13051 715 9653 LB NO 6553		THIS IS NOT A SURVEY		SHEET 1 OF 3

**REPORT OF SKETCH TO ACCOMPANY LEGAL DESCRIPTION  
FOR PARCEL 134**

**DEFINITIONS, GENERALLY:**

**CLIENT:** Shall mean the Miami-Dade Expressway Authority, a body politic of the State of Florida, also known as the "Miami-Dade County Expressway Authority" or "MDX."  
**SKETCH:** Shall mean the graphic depiction of the Map made a part hereof and incorporated herein, reference to which is made for a more full and complete description thereof.  
**COUNTY:** Shall mean Miami-Dade County, a Political Subdivision of the State of Florida, the name of which was changed from "Dade County" by its electors on November 13, 1997 and codified by its Board of County Commissioners pursuant to County Ordinance Number 97-212. All references to instruments recorded prior to that date shall refer to the previous County name and conversely, all references to instruments recorded subsequent to that date (or mention by common report, as the case may be) shall refer to the present County name.

**ARTICLE II  
LEGAL DESCRIPTION:**

Fee simple ~~interest~~ to be acquired in:

The South 175 feet of the North 349.68 feet of the West 245 feet of the Southwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 21, Township 53 South, Range 41 East, LESS the West 35 feet thereof, lying and being in Miami-Dade County, Florida.

Containing 36750 square feet or 0.84 acres, more or less.

**ARTICLE III  
SOURCES OF DATA:**

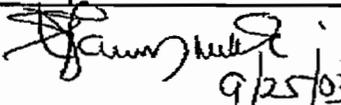
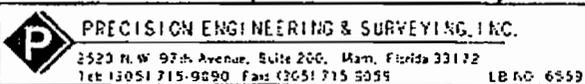
The Legal Description as cited under Article II was generated based on the following data:

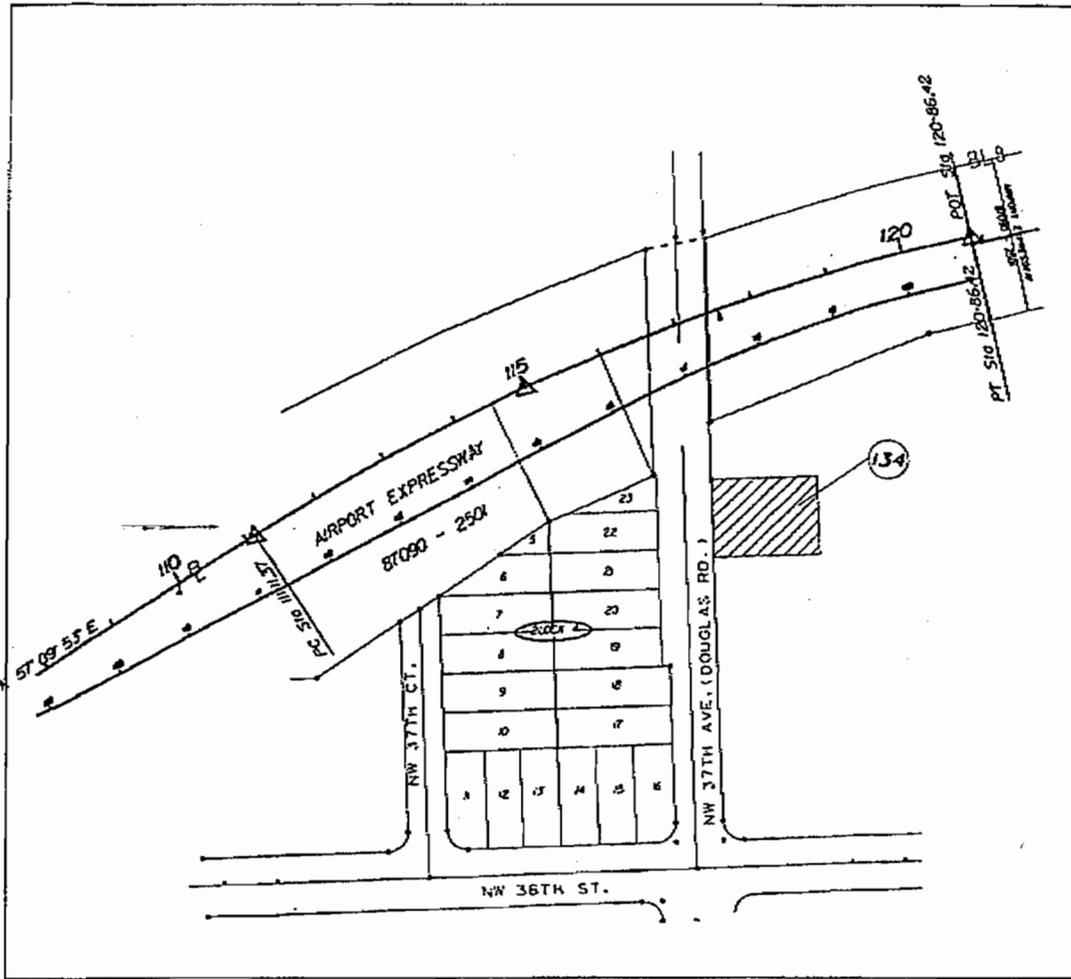
Unrecorded/undated Right of Way Control Survey Maps, as prepared by Williams, Hatfield & Stoner, for the Florida Department of Transportation in 12 sheets for Section 87000-2595, Sheet 5 of 12.

Bearings as shown hereon refer to a bearing of S88°00'50"W along the Baseline of Survey for N.W. 36th Street. This bearing was derived from the bearing from the same line as shown on the aforementioned Right of Way Control Survey Maps for Section 87000-2595.

Title Search Reports in favor of the Miami-Dade Expressway Authority prepared by Edwards & Carstarphen for Parcel 134 (Folio 30-3121-000-1500, dated July 2, 2001 and May 1, 2003.

THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION					
FLORIDA STATE ROAD No. 112, MIAMI-DADE COUNTY.			PARCEL No.: 134		
DATE: 07/27/03	SCALE: 1"= 100'	DRAWN: M.E.	CALCULATED: M.E.	CHECKED: M.E.	
		 MICHAEL EGBEIKE PLS # 5183	REVISIONS	BY	DATE
		THIS IS NOT A SURVEY		27 SHEET 2 OF 3	



LOCATION SKETCH  
N.T.S.

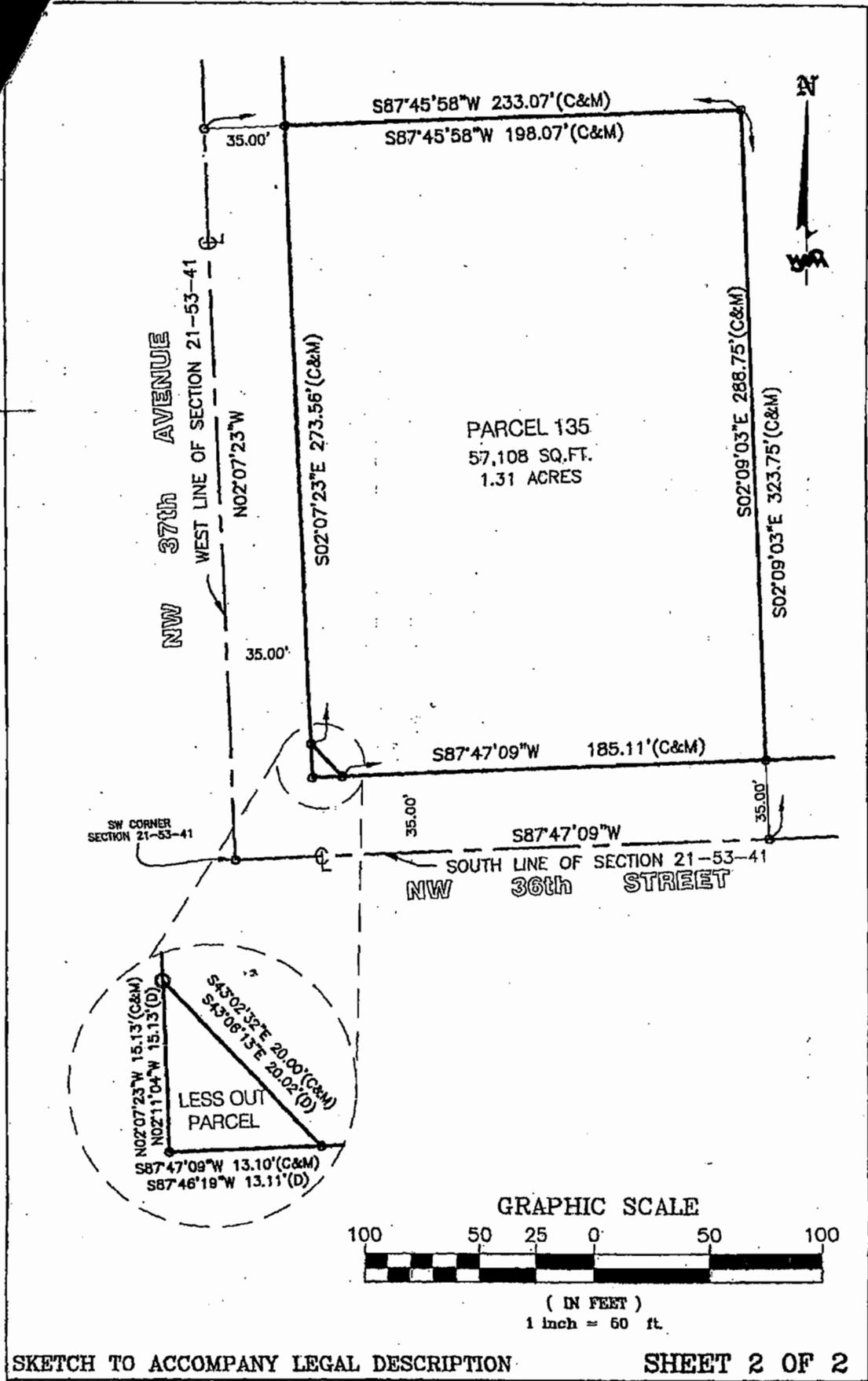
GENERAL NOTES

1. Bearings shown here are based on the Florida State Plane Coordinate System, East Zone, N.A.D. 83(90).
2. Attention is directed to the fact that these maps may have been reduced or enlarged in size by reproduction. This must be considered when scaling data.
3. This Sketch is not valid unless signed and Embossed with a Florida Registered Surveyor's Seal.
4. Format of Notes on Page 2 was provided by PBS & J.

THIS DOCUMENT CONSISTS OF 3 SHEETS AND EACH SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

FLORIDA STATE ROAD No. 112, MIAMI-DADE COUNTY.			PARCEL No.: 134		
DATE: 07/27/03	SCALE: 1" = 100'	DRAWN: M.E.	CALCULATED: M.E.	CHECKED: M.E.	
		 MICHAEL EGEBIKE PLS# 5183	REVISIONS	BY	DATE
 PRECISION ENGINEERING & SURVEYING, INC. 2520 N.W. 97th Avenue, Suite 200, Miami, Florida 33172 Tel (305) 715-9293 Fax (305) 715-9259 LB NO. 6553		THIS IS NOT A SURVEY		28 SHEET 3 OF 3	



SKETCH TO ACCOMPANY LEGAL DESCRIPTION SHEET 2 OF 2

**WEIDENER SURVEYING AND MAPPING RA**  
 Jacksonville Miami Orlando Tampa Pensacola  
 10418 N.W. 31st Terrace Miami, Florida 33172  
 (305) 890-8381 FAX 590-2797

1731W.DWG

~ 9

LEGAL DESCRIPTION:

THE SW1/4 OF THE SW1/4 OF THE SW1/4, LESS THE EAST 435.5 FEET AND LESS THE NORTH 349.68 FEET, AND LESS THE SOUTH 35 FEET AND THE WEST 35 FEET, IN SECTION 21, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA AND LESS THE FOLLOWING DESCRIBED PROPERTY:

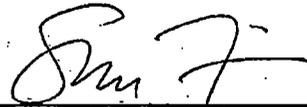
A TRIANGULAR-SHAPED PORTION OF LAND, LYING IN THE SOUTHWEST QUARTER (SW1/4) OF SECTION 21, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 10.668 METERS (35.00 FEET) WITH THE EAST LINE OF THE WEST 10.668 METERS (35.00 FEET) OF THE SW1/4 OF SAID SECTION 21; THENCE RUN N2°11'04"W ALONG SAID EAST LINE OF THE WEST 10.668 METERS (35.00 FEET), FOR A DISTANCE OF 4.613 METERS (15.13 FEET) TO A POINT; THENCE RUN S43°06'13"E FOR A DISTANCE OF 6.101 METERS (20.02 FEET), TO THE INTERSECTION WITH SAID NORTH LINE OF THE SOUTH 10.668 METERS (35.00 FEET); THENCE RUN S87°46'19"W ALONG LAST DESCRIBED NORTH LINE, FOR A DISTANCE OF 3.996 METERS (13.11 FEET) TO THE POINT OF BEGINNING. CONTAINING 9.2 SQUARE METERS (99 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

- 1-NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL LAND SURVEYOR.
- 2-DATE PREPARED: 07-02-04.
- 3-BEARINGS ARE BASED UPON THE SOUTH SECTION LINE OF SECTION 36, TOWNSHIP 53S, RANGE 39E (N89°40'50"E).
- 4-NO ATTEMPT HAS BEEN MADE TO LOCATE ANY UNDERGROUND ENCROACHMENTS.
- 5-THIS IS NOT A SURVEY.

LEGEND:	
C	CALCULATED
D	DEED
LB	LICENSED BUSINESS
M	MEASURED
PLS	PROFESSIONAL LAND SURVEYOR
R/W	RIGHT OF WAY
WSM	WEIDENER SURVEYING & MAPPING



*Weidener Surveying & Mapping, P.A.*  
Florida Certification No. LB 4207  
Samuel M. Fischbein PLS No.3587

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SHEET 1 OF 2



**WEIDENER SURVEYING AND MAPPING PA**

Jacksonville - Miami - Orlando - Tampa - Pensacola  
10418 N.W. 31st Terrace Miami, Florida 33172  
(305) 599-6381 FAX 599-2727

1731W.DWG