

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(A)(1)(A)
07-10-07

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

RESOLUTION NO. R-791-07

RESOLUTION AUTHORIZING AND APPROVING, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, THE EXCHANGE OF CERTAIN COUNTY REAL PROPERTY LOCATED AT STATE ROAD 836/LEJEUNE ROAD INTERCHANGE, MIAMI, FLORIDA, NOT NEEDED FOR COUNTY PURPOSES, FOR OTHER REAL PROPERTY OWNED BY FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), LOCATED AT STATE ROAD 836/LEJEUNE ROAD INTERCHANGE, MIAMI, FLORIDA; AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO COMPLETE THE EXCHANGE AND TO EXECUTE AGREEMENT WITH FDOT AND MIAMI-DADE EXPRESSWAY AUTHORITY IN CONNECTION THEREWITH TO SUPPORT THE MIA PERIMETER ROAD IMPROVEMENTS PROJECT NO. K001G; APPROVING FEDERAL AVIATION ADMINISTRATION'S DEED OF RELEASE; AND RATIFYING ACTION OF THE COUNTY MANAGER IN PUBLISHING NOTICE OF EXCHANGE OF REAL PROPERTY

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum and documents, copies of which are incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby finds and determines that the County-owned real property located at State Road 836/LeJeune Road Interchange, Miami, Florida, referred to in the accompanying memorandum from the County Manager, and described as the County Parcel in the Agreement for Exchange of Property attached hereto, is not needed for County purposes and is in the best interest of the County, to exchange it for other real property owned by Florida Department of Transportation (FDOT), located at State Road 836 and LeJeune Road Interchange, Miami, Florida, referred to in the

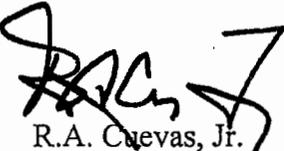


MEMORANDUM

(Revised)

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

DATE: July 10, 2007


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

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

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

County Manager's memorandum and described as the FDOT/MDX Parcel in the Agreement for Exchange of Property attached hereto, in connection with MIA's Perimeter Road Improvements Project No. K001G; further this Board authorizes the County Mayor or his designee to execute the Agreement for Exchange of Property with FDOT and Miami-Dade Expressway Authority (MDX), in substantially the form attached hereto and made a part hereof; further this Board authorizes the County Mayor and the Clerk of the Board to execute, attest, seal and deliver a statutory County Deed conveying the County Parcel described in the said Agreement to MDX in substantially the form attached hereto and made a part hereof; further this Board approves the Deed of Release issued by the Federal Aviation Administration and ratifies the action of the County Manager in publishing the Notice of Proposed Exchange of Real Property between Miami-Dade County and FDOT/ MDX.

The foregoing resolution was offered by Commissioner Joe A. Martinez , who moved its adoption. The motion was seconded by Commissioner Dorrin D. Rolle 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	absent
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		

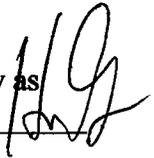
The Chairperson thereupon declared the resolution duly passed and adopted this 10th day of July, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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.  -

Henry N. Gillman

Memorandum



Date: July 10, 2007

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

From: 
County Manager

Subject: Resolution Approving Memorandum of Agreement and Exchange of Real Property with the Florida Department of Transportation (FDOT) and Miami-Dade Expressway Authority (MDX)

Agenda Item No. 8(A)(1)(A)

Recommendation

It is recommended that the Board approve the attached Resolution authorizing the County Mayor or his designee to execute the attached Memorandum of Agreement (MOA) with the State of Florida Department of Transportation (FDOT) and Miami-Dade Expressway Authority (MDX) and the Federal Aviation Administration Deed of Release. The MOA involves the exchange of approximately 4.61 acres of County-owned land located near State Road 836/LeJeune Road Interchange for 4.61 acres of FDOT owned land also located near State Road 836/LeJeune Road Interchange (See Exhibit "A") in connection with the Perimeter Road Improvement Project.

Scope

The parcels of land involved in this item are located within Commission District Six. However, the impact of this item is countywide in nature as Miami International Airport is a regional asset.

Fiscal Impact/Funding Source

The lands being exchanged are of approximate equal value and no cash consideration will be paid by either party.

The preliminary estimate for the environmental remediation, for the County parcel is estimated at under \$1 million dollars and will be funded through MDAD's Operating Funds. This remediation is required irrespective of this exchange of lands.

Track Record/Monitor

José A. Ramos, R.A., Chief of Aviation Planning Section

Background

As a result of the September 11, 2001 events, and the new Department of Homeland Security rules and regulations, which include color coded alert levels and vehicle inspection requirements, MDAD has had to rethink and find other alternative routes to Perimeter Road whereby the public traffic is placed away from the existing Miami International Airport (MIA) Fuel Tank Farm. This idea evolved after the realization of the high costs involved with the search and monitoring of vehicles and the impacts of re-routing of Perimeter Road traffic away from the area during high threat levels.

It is MDAD's intent to implement heightened security measures at MIA and to further safeguard MIA properties, facilities, aircraft operations, and users, by redesigning the access route along Perimeter Road by permanently shutting down Perimeter Road south of the existing Fuel Tank Farm for public use including vehicles destined to or leaving from the Terminal Building. The Tank Farm and its associated facilities will be converted to Airside, thus ensuring their enhanced level of safety.

To accomplish this, MDAD plans to implement a Perimeter Road Improvement Project, to re-route the existing Perimeter Road traffic, between NW 14th Street and NW 21st Street, to the east of Tamiami Canal and around the existing employee parking lot by using and upgrading the existing roadways in the area. A new low profile bridge funded by FDOT will also be constructed across the Tamiami Canal to tie into NW 20th Street and connecting the roadway system with the Terminal.

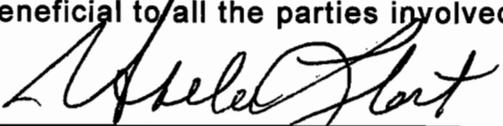
The FDOT through a Joint Participation Agreement (JPA) with MDX has acquired certain properties to secure and utilize transportation rights-of-way for the planning, development and construction of various transportation elements and roadways near MIA, including the Miami Intermodal Center (MIC), and to relieve vehicular traffic congestion in and around the airport.

Portions of the proposed Perimeter Road Improvements are located on one or more of the FDOT JPA acquired parcels (Parcel No. 1, as depicted in the attached exhibit). FDOT/MDX has offered to convey one of these parcels to MDAD for construction of MIA's Perimeter Road Improvements. In consideration of the FDOT/MDX offer, the County has identified and offers in exchange, the property located near the State Road 836/LeJeune Road Interchange that is currently used as MDAD's Bus Maintenance Facility (Parcel No. 2 as depicted in the attached exhibit). Pursuant to the MOA, the Aviation Department will perform environmental remediation of contamination located on the County's property as required by DERM.

MDAD's intent is to use Parcel 1 to extend and construct NW 42nd Court and the necessary bridge to access the Terminal and to construct a new replacement Bus Maintenance Facility. FDOT/MDX intent is to use Parcel No. 2 as a dry storm water retention area needed for their roadway improvement projects in the area. The County will receive temporary use and occupancy of the FDOT/MDX parcel for construction of MDAD's new employee shuttle bus maintenance facility until the parties convey to each other their respective properties in accordance with the attached MOA.

The MOA involves the even exchange of the two parcels of land of 4.61 acres each. The lands being exchanged are of approximate equal value and no cash consideration will be paid by either party. Said exchange complies with Chapter 125.37 of the Florida Statutes and as such will be published in newspapers of general circulation.

FAA has approved the property exchange and requested that the attached Deed of Release be executed on behalf of the Airport Owner. It is therefore recommended, as being in the best interest of the County that the Board approves the attached agreement to exchange real property with FDOT and MDX, an exchange that will be mutually beneficial to all the parties involved.


Assistant County Manager

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Memorandum of Agreement

between

the State of Florida Department of Transportation,

Miami-Dade County Expressway Authority

and

Miami-Dade County

for

Property Exchange

THIS MEMORANDUM OF AGREEMENT ("MOA") is made and entered into this day of _____, 2007, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida ("FDOT"), MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, a public instrumentality and an agency of the state of Florida ("MDX"), and MIAMI-DADE COUNTY, a political subdivision of the state of Florida ("COUNTY") (collectively hereinafter referred to as the "Parties").

WITNESSETH:

WHEREAS, FDOT is responsible for coordinating the planning and development of public transportation facilities within the state of Florida, assisting local governments in the development of a statewide transportation system and assisting expressway authorities in completion, extension and improvement of their expressway system; and

WHEREAS, MDX was established by Miami-Dade County Ordinance No. 94-215, adopted on December 13, 1994 by the Board of County Commissioners of Miami-Dade County, pursuant to the Florida Expressway Authority Act (Part I of Chapter 348, Florida Statutes) and was empowered to (1) acquire, hold, construct, improve, maintain, operate, own and lease an expressway system located in Miami-Dade County; (2) fix, alter, change, establish, and collect tolls, rates, fees, rentals and other charges for the services and facilities of such expressway system; and (3) utilize surplus revenues to finance or refinance the planning, design, acquisition, construction, maintenance or improvement of a public transportation facility or transportation facilities located in Miami-Dade County or any programs or projects that will improve the levels of service on such expressway system; and

WHEREAS, COUNTY, organized and operating under a home rule charter, having all the powers of local self governance not inconsistent with general law approves the construction of facilities and other structures on all COUNTY owned land pertaining to airports, including roadways, bridges, rights-of-way, utilities, landscaping, and signs, and makes all improvements, modifications or additions to such facilities and structures, including paving, excavations, removal of soil and fill material or other such land improvements; and

WHEREAS, FDOT, in accordance with the April 20, 2001 Joint Participation Agreement with MDX and its October 28, 2002 First Supplement (collectively the "JPA"), acquired certain properties shown on Exhibit "A" attached (collectively the "JPA Parcels") to secure and utilize transportation rights-of-way for the planning, development and construction of various transportation elements and roadways near Miami International Airport ("MIA") including the Miami Intermodal Center ("MIC") and to relieve vehicular traffic congestion in and around the MIA area; and

WHEREAS, MDX, pursuant to the JPA agreed to make financial contributions over a ten year period toward FDOT's acquisition and environmental remediation of the JPA Parcels, the design and construction of certain Joint Project Elements, including drainage and other public uses, and the repayment of certain MIC related loans; and

WHEREAS, COUNTY desires to implement heightened security measures at MIA to protect and safeguard MIA properties, facilities, aircraft operations and users, by redesigning Perimeter Road, a COUNTY owned road extending along a portion of MIA, and by rerouting traffic over a newly constructed bridge connecting Northwest 20th Street to Northwest 42nd Court ("Perimeter Road Improvements"); and

WHEREAS, portions of the proposed Perimeter Road Improvements are to be located on one or more of the JPA Parcels (hereinafter referred to as the "FDOT/MDX Parcel") depicted and legally described in Exhibit "B" attached; and

WHEREAS, FDOT and MDX have determined that the FDOT/MDX Parcel is not needed for the construction, operation, and maintenance of the MIC or surrounding roadways and highways, and offer to convey the FDOT/MDX Parcel to COUNTY for the construction of the Perimeter Road Improvements and other transit improvements; and

WHEREAS, COUNTY desires to accept the conveyance of the FDOT/MDX Parcel from FDOT and MDX and, in consideration for such conveyance, has identified, and offers in exchange, certain property located near the State Road 836/LeJeune Road Interchange owned and maintained by COUNTY (hereinafter referred to as the "County Parcel") as depicted and legally described in Exhibit "C," attached; and

WHEREAS, the Parties acknowledge and agree that the conveyance of the FDOT/MDX Parcel to COUNTY eliminates MDX's use of such property for drainage and other public uses; and

WHEREAS, MDX, in consideration of such property exchange and future benefit of use, is willing to relinquish all rights in the FDOT/MDX Parcel, notwithstanding MDX's continued commitment to make financial contributions to FDOT as agreed in the JPA; and

WHEREAS, the Parties acknowledge and agree that the property exchange involves properties similar in size and value;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this MOA, for which receipt of adequate consideration is acknowledged, the Parties agree as follows:

1. Recitals and Exhibits

The foregoing Recitals and the referenced and attached Exhibits are incorporated and made a part of this MOA.

2. Duties and Obligations

2.1. The Parties shall cooperate in carrying out their respective obligations and duties as specified in this MOA including their participation in the review and, if necessary, the

approval of maps, surveys, and other similar documents and execution of any other documents and agreements, which do not otherwise negatively affect the Parties' rights, responsibilities, functions or powers under this MOA.

- 2.2. As depicted in Exhibit "D" attached, and as may be amended from time to time by mutual agreement, the Parties shall agree on a schedule or timeline, subject to an approved mechanism for revisions, to perform under this MOA, including anticipated dates for environmental assessment and remediation of the County Parcel and the subsequent transfer of all real property between the Parties.
- 2.3. Prior to the COUNTY's conveyance of the County Parcel pursuant to this Agreement, the COUNTY shall perform the following environmental site assessments on the County Parcel as further described in Section 4 of this MOA: phase I, phase II and, if required, phase III. The COUNTY shall also perform any and all environmental remediation required by the environmental site assessments and Miami-Dade County Department of Environmental Resources Management (DERM) to meet all applicable federal, state and local site cleanup target levels and the standards and leachability goals for residential property pursuant to Chapter 24, Miami-Dade County Code and Chapters 62-770 and 62-777, Florida Administrative Code.
- 2.4. COUNTY will coordinate with MDX and FDOT regarding the scope and scheduling of the environmental assessments and remediation work and shall confer with MDX and FDOT regarding the remediation work performed on the County Parcel and the results of such assessment and remediation efforts. COUNTY shall provide FDOT and MDX with copies of their environmental assessment and remediation report(s) relating to the County Parcel and the Site Rehabilitation Completion Order (SRCO) indicating that the County Parcel meets applicable federal, state and local regulatory cleanup target levels and the standards and leachability goals for residential property pursuant to Chapter 24, Miami-Dade County Code and Chapters 62-770 and 62-777, Florida Administrative Code. These certifications shall be provided prior to MDX's acceptance of the conveyance of the County Parcel. Notwithstanding COUNTY's efforts to obtain state or federal funding for environmental assessment and remediation of the County Parcel, COUNTY agrees to fund all necessary assessment and remediation to ensure timely performance of COUNTY's requirements under this MOA.
- 2.5. Upon COUNTY's completion of the requirements set forth in this MOA, COUNTY shall convey to MDX fee simple title to the County Parcel, and MDX shall approve and accept the County Parcel in exchange for its interests or rights in the FDOT/MDX Parcel. The conveyance shall be by County Deed in accordance with Section 125.411, Florida Statutes and the February 22, 2007 Deed of Release from the Federal Aviation Administration. MDX agrees to use the County Parcel for a dry stormwater retention area required for a roadway improvement project. MDX shall review and verify title to the County Parcel prior to the conveyance from the COUNTY to MDX.
- 2.6. Simultaneously with the transfer of the County Parcel to MDX in accordance with section 2.5 above, FDOT shall convey to COUNTY fee simple title to the FDOT/MDX

Parcel by quitclaim deed, in accordance with Section 337.26, Florida Statutes. MDX shall join in this quitclaim deed and execute same, thereby terminating its interests in the FDOT/MDX Parcel and releasing any related obligation by FDOT to utilize that parcel to complete the Joint Project Elements as defined in the JPA.

- 2.7 FDOT agrees to issue a license to the COUNTY for temporary use and occupancy of the FDOT/MDX Parcel and the Perimeter Road Improvements and for construction, use and occupancy of the new Miami-Dade County Bus Maintenance Facility until the parties convey to each other their respective parcels in accordance with this MOA. The COUNTY's temporary use, occupancy and construction may begin no earlier than upon the completion of work and vacation of the FDOT/MDX Parcel by FDOT's contractor. The FDOT license agreement issued to the COUNTY for the FDOT/MDX Parcel shall extend for a period of two years, unless extended by FDOT in its sole discretion.
- 2.8 COUNTY agrees to issue a license to MDX for temporary use and occupancy of a portion of the County Parcel until the COUNTY conveys the entire COUNTY Parcel to MDX. MDX's temporary use and occupancy of a portion of the COUNTY Parcel may begin no earlier than upon the vacation of the COUNTY Parcel by the COUNTY and its management company(the "Management Company"). The COUNTY license agreement issued to MDX for the temporary use and occupancy of a portion of the COUNTY Parcel shall extend for a period of two years, unless extended by COUNTY in its sole discretion.
- 2.9 COUNTY shall provide to FDOT and MDX a survey and legal description signed and sealed by a licensed surveyor of the FDOT/MDX Parcel and the County Parcel.

3. Party Representations:

3.1 By FDOT and MDX:

- 3.1.1 FDOT is the legal fee simple titleholder of the JPA Parcels, depicted in Exhibit A, which also encompasses the FDOT/MDX Parcel depicted in Exhibit B attached.
- 3.1.2 FDOT has duly authorized the signatories for this MOA and other documents presented prior to and at the time of property transfer or conveyance, and has further authorized the performance of this MOA. This MOA and aforementioned executed documents are binding and enforceable against FDOT and MDX in accordance with their respective terms, conditions and provisions. Consent is not required from any person, beneficiary, partner, limited partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party to effect such execution, delivery or performance.
- 3.1.3 Except for use and occupancy of the FDOT/MDX Parcel to construct the Perimeter Road Improvements, or for use as a staging area by FDOT's contractor, FDOT has not entered into any agreements for purchase, sale, license or lease of the FDOT/MDX Parcel other than this MOA. Prior to conveying the

FDOT/MDX Parcel, FDOT shall ensure that all persons in possession of the FDOT/MDX Parcel have vacated the property and that their interests terminate. FDOT and MDX shall hold the COUNTY harmless from any claims by persons in possession of, or claiming any right or interest in, the FDOT/MDX Parcel.

- 3.1.4 FDOT has performed a Phase 1 environmental assessment of the FDOT/MDX Parcel, determining that there was no need for remediation efforts, thereby satisfying the requirements of applicable laws. FDOT shall provide the COUNTY with copies of the environmental assessment of the FDOT/MDX Parcel. Additionally, after FDOT's contractor vacates the site, FDOT will perform an update to its prior environmental assessment report and, where required, will perform a Phase II environmental assessment. FDOT will provide the update or SRCO, if remediation is required, demonstrating that the FDOT/MDX Parcel meets all applicable federal and state cleanup target levels pursuant to Chapters 62-770 and 62-777, Florida Administrative Code. The update or SRCO will be provided prior to the COUNTY's temporary use of the FDOT/MDX Parcel.
- 3.1.5 No persons, firms, corporations or other entities claiming by, through or under FDOT are entitled to a real estate commission or other fees because of this MOA or the transactions contemplated hereunder.

3.2 By the COUNTY:

- 3.2.1 The COUNTY is the legal fee simple titleholder of the County Parcel as depicted in Exhibit C. The COUNTY is currently engaged in a Management Agreement to provide Employee Public Remote Parking Lot Shuttle Bus Services at MIA (the "Management Agreement"). The Management Company currently maintains and manages its fleet on the County Parcel.
- 3.2.2 The COUNTY has duly authorized the signatories for this MOA and other documents presented prior to and at the time of property transfer or conveyance, and has further authorized the performance of this MOA. This MOA and aforementioned executed documents are binding and enforceable against the COUNTY in accordance with their respective terms, conditions and provisions. Consent is not required from any person, beneficiary, partner, limited partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party other than any such consent as granted by the Board of County Commissioners of Miami-Dade County to effect such execution, delivery or performance.
- 3.2.3 Except for the Management Agreement, the COUNTY has not entered into any other agreements for purchase, sale, license or lease of the County Parcel.
- 3.2.4 Except for the Management Agreement, there are no persons other than the COUNTY in occupancy or possession of any part of the County Parcel, and no

other person or entity has any right to occupy, possess, lease or purchase any portion of the County Parcel. Prior to the property transfer or conveyance, the COUNTY shall ensure that all persons in possession of the County Parcel have vacated the property and that their interests are terminated. The COUNTY shall hold MDX and FDOT harmless from any claims by persons in possession of or claiming any right or interest in the County Parcel.

3.2.5 No persons, firms, corporations or other entities claiming by, through or under the COUNTY, are entitled to a real estate commission or other fees because of this MOA or the transactions contemplated by this MOA.

3.3 Each party understands and acknowledges that each shall maintain the parcel it currently owns until such transfer or conveyance of their respective parcels to the other party, unless otherwise addressed in any subsequent agreement. Upon such parcel transfer and/or conveyance, the acquiring party shall perform all maintenance obligations of its respective parcel. Notwithstanding the foregoing, the COUNTY shall be responsible for maintenance of the Perimeter Road Improvements upon FDOT's completion thereof, whenever installed or constructed.

4. Environmental Inspection and Remediation

4.1 COUNTY shall perform a phase I, phase II and, if required, a phase III environmental assessment of the County Parcel within the time periods set forth in Exhibit D. The COUNTY shall deliver all reports to FDOT and MDX. Prior to transfer or conveyance of the County parcel to MDX, COUNTY will perform any and all environmental remediation required by the environmental site assessments and DERM to meet all applicable federal, state and local cleanup target levels and the standards and leachability goals for residential property pursuant to Chapter 24, Code of Miami-Dade County and Chapters 62-770 and 62-777, Florida Administrative Code. COUNTY shall assume sole financial responsibility for the costs of any required assessment and remediation.

4.2 Subject to and within the limitations of Section 768.28, Florida Statutes, COUNTY shall be liable to FDOT and MDX for, and indemnifies and agrees to protect, defend, and hold harmless FDOT and MDX and their respective employees, agents, successors, and assigns, from and against, any and all claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the portion of the County Parcel. Such liability includes any claim, demand, or cause of action arising out of or relating to the use, handling, generation, manufacture, production, storage, release, discharge, treatment removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances on, under, from or about the portion of the County Parcel. This

indemnity is specifically limited to the contamination that exists or existed at or prior to the time of the delivery of the County Deed described in this MOA. This indemnity shall survive the transfer or conveyance of the property to MDX.

- 4.3 COUNTY shall not use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport, or dispose of any hazardous substances except for the remedial activities required in section 4.1 above, at, in, upon, under, to or from the County Parcel prior to transfer or conveyance, and shall immediately deliver to FDOT and MDX complete copies of all notices, demands, or other communications received from any governmental or quasi-governmental authority, insurance company, board of fire underwriters or the like, or similar entities, regarding in any way (i) alleged violations or potential violations of any Environmental Law, or (ii) otherwise asserting the existence or potential existence of any condition or activity on the County Parcel which is or could be dangerous to life, limb, property, or the environment. The foregoing shall not limit the lawful use of the County Parcel in accordance with all applicable environmental and safety laws and ordinances.
- 4.4 FDOT shall not use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport, or dispose of any hazardous substances except for the remedial activities required in this MOA at, in, upon, under, to or from the FDOT/MDX Parcel prior to transfer or conveyance, and shall immediately deliver to COUNTY complete copies of all notices, demands, or other communications received from any governmental or quasi-governmental authority, insurance company, board of fire underwriters or the like, or similar entities, regarding in any way (i) alleged violations or potential violations of any Environmental Law, or (ii) otherwise asserting the existence or potential existence of any condition or activity on the County Parcel which is or could be dangerous to life, limb, property, or the environment. The foregoing shall not limit the lawful use of the FDOT/MDX Parcel in accordance with all applicable environmental and safety laws and ordinances.
- 4.5 Subject to and within the limitations of Section 768.28, Florida Statutes, FDOT shall be liable to COUNTY for, and indemnifies and agrees to protect, defend, and hold harmless COUNTY and its respective employees, agents, successors, and assigns, from and against, any and all claims, demands, losses, damages, costs, expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the portion of the FDOT/MDX Parcel. Such liability includes any claim, demand, or cause of action arising out of or relating to the use, handling, generation, manufacture, production, storage, release, discharge, treatment removal, transport, decontamination, cleanup, disposal and/or presence of any hazardous substances on, under, from or about the portion of the FDOT/MDX Parcel. This indemnity is specifically limited to contamination that exists or existed on the FDOT/MDX Parcel at or prior to the time the COUNTY temporary occupied such

parcel. This indemnity shall survive the transfer or conveyance of the property by FDOT to the COUNTY.

5. Miscellaneous

- 5.1 Time. Time is of the essence with regard to every term, condition and provision set forth in this MOA. Time periods shall be calculated in calendar days unless otherwise specified. Time periods herein of less than six (6) days shall exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or a legal holiday shall be extended to 5:00 p.m. of the next business day.
- 5.2 In the event the Mayor vetoes the Commission action, the Commission action shall not be effective in the absence of an override of the Mayor's veto at the next regularly scheduled meeting of the Board after the veto occurs. The actions of the Commission and the Mayor in connection with the approval or rejection of this Agreement rests within their sole discretion. For all purposes in connection with this Agreement, the "Effective Date" of this Agreement shall be the date of execution by the County Mayor or his designee.
- 5.3 Notices. Any notice, request, demand, instruction, or other communications to be given to the parties hereunder (except those required to be delivered at the time of the property transfer or conveyance), shall be in writing and shall be deemed to be delivered upon the earlier to occur of (i) actual receipt if delivered by hand or by commercial courier to the address indicated or if faxed with confirmation of receipt, or (ii) the first attempted delivery by registered or certified United States Parcel Service mail, Federal Express or other overnight carrier, return receipt requested, postage prepaid, addressed as follows:

If to FDOT: Florida Department of Transportation
1000 N.W. 111th Avenue, Room 6207
Miami, Florida 33172-5800
Attention: MIC Program Manager

With copies to: Florida Department of Transportation
1000 N.W. 111th Avenue, Room 6207
Miami, Florida 33172-5800
Attention: District General Counsel

And

Mel L. Wilson, Esq.
Williams Wilson & Sexton, P.A.
110 East Broward Blvd., Suite 1700
Fort Lauderdale, FL 33301-3503

If to MDX: Miami-Dade County Expressway Authority
3790 N.W. 21st Street
Miami, Florida 33142
Attention: Executive Director

With copies to: Deborah Mordecai Edwards, Esq.
Edwards & Associates, P.A.
4960 S.W. 72 Avenue, Suite 301
Miami, Florida 33155

And

Director of Engineering
3790 NW 21st St.
Miami, Florida 33142

If to the County: County Manager
Stephen P. Clark Center
111 N.W. 1st Street, Suite 2900
Miami, Florida 33128

With copies to: Director
Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504

And

Office of the County Attorney
111 NW First Street Suite 2810
Miami, Florida 33128

The addresses, for the purpose of this Section, may be changed by a party giving written notice of such change to the other party in the manner provided.

- 5.5 Entire Agreement and Modification. This MOA constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings (if any) relating to its subject matter. This MOA cannot be amended, modified or altered, except by written agreement executed by all the Parties.

- 5.6 **Binding Effect.** This MOA shall be binding upon and shall inure to the benefit of the parties and their respective successors, permitted assigns, heirs and legal representatives.
- 5.7 **Assignment.** The rights and privileges granted by this MOA are not assignable by any Party.
- 5.8 **Headings.** Section headings are for convenience of reference only and shall in no way effect the interpretation of this MOA.
- 5.9 **Governing Law.** The substantive laws of the State of Florida, and the laws and title standards of the United States of America, shall govern the validity, construction, performance, enforcement and interpretation of this MOA. Venue shall be located in Miami-Dade County.
- 5.10 **Full Execution.** This MOA is deemed fully executed and binding upon each party when all parties have executed this MOA as set forth below and are in possession of the original, a photocopy or faxed copy of the fully executed MOA.
- 5.11 **Radon Disclosure.** In accordance with Florida law, the following disclosure is made: **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- 5.12 **Severability.** If any provision of this MOA or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent as contrary, prohibited or invalid. However, the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this MOA may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning, which renders it valid and enforceable.
- 5.13 **Third Parties.** Unless expressly stated to the contrary, nothing in the MOA, whether express or implied, is intended to confer any rights or remedies under or because of the MOA on any person other than the parties and their respective legal representatives, successors and permitted assigns. Nothing in this MOA intends to relieve or discharge the obligation or liability of any third persons to any party to this MOA, nor shall any provision give any persons any right of subrogation or action over or against any party to this MOA.

- 5.14 Counterparts. This MOA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. A signed photocopy or facsimile copy of this MOA shall be considered for all purposes as an original.
- 5.15 No Waiver. Failure of a party to insist upon strict performance of any covenant or condition of this MOA, or to exercise any right contained, shall not be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition or right; but the same shall remain in full force and effect.
- 5.16 Construction. The parties acknowledge that they have had equal bargaining strength, and that any rule of construction to the effect that ambiguities are to be resolved against one party or the other shall not apply in the interpretation of this MOA.
- 5.17 Survival. All representations and warranties made in this MOA, and all obligations in this MOA, which by their terms must be performed after the transfer or conveyance, shall survive the transfer or conveyance.
- 5.18 Agreement not to be Recorded. This MOA shall not be recorded in any public records by the Parties.
- 5.19 Sovereign Immunity. Nothing in this MOA shall be construed as a waiver of either party's sovereign immunity or a waiver by either party of the benefits of Section 768.28, Florida Statutes or any similar provision of law.

IN WITNESS WHEREOF, the parties have made and executed this MOA: the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, signing by and through its District Six Secretary, the MIAMI-DADE COUNTY, signing by and through its County Mayor or his designee, and MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY, signing by and through its Executive Director, each duly authorized to execute same.

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION, an Agency of the
State of Florida

By: _____
District Secretary, District Six

Approved as to Form and Legal Sufficiency:

FDOT District General Counsel

MIAMI-DADE COUNTY

By: _____
County Mayor

ATTEST:
HARVEY RUVIN, CLERK

By: _____
Clerk

Approved as to Form and Legal Sufficiency:

County Attorney

MIAMI-DADE COUNTY EXPRESSWAY
AUTHORITY

By: _____
Executive Director

ATTEST:

By: _____
Secretary/Assistant Secretary

Approved as to Form and Legal Sufficiency:

General Counsel

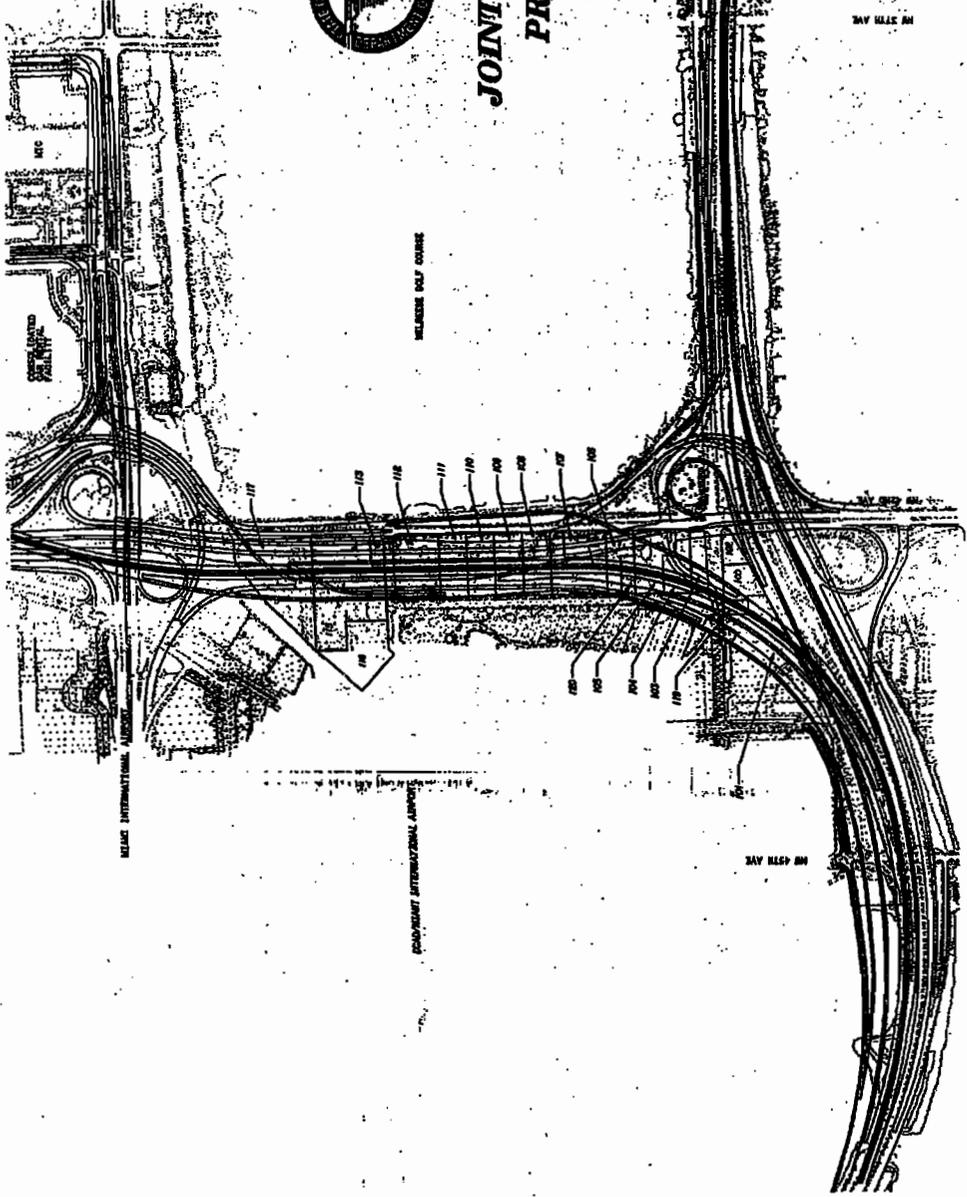
EXHIBIT "A"

JPA PARCEL(S)



MDX
MONTREAL-DUQUOIN EXPRESSWAY AUTHORITY

**JOINT PARTICIPATION AGREEMENT
PROJECT ELEMENTS EXHIBIT**



LEGEND	
—	FOOT
—	MDX
—	JOINT ACQUISITION

EXHIBIT "B"

FDOT/MDX PARCEL

EXHIBIT "C"
COUNTY PARCEL



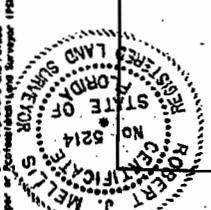
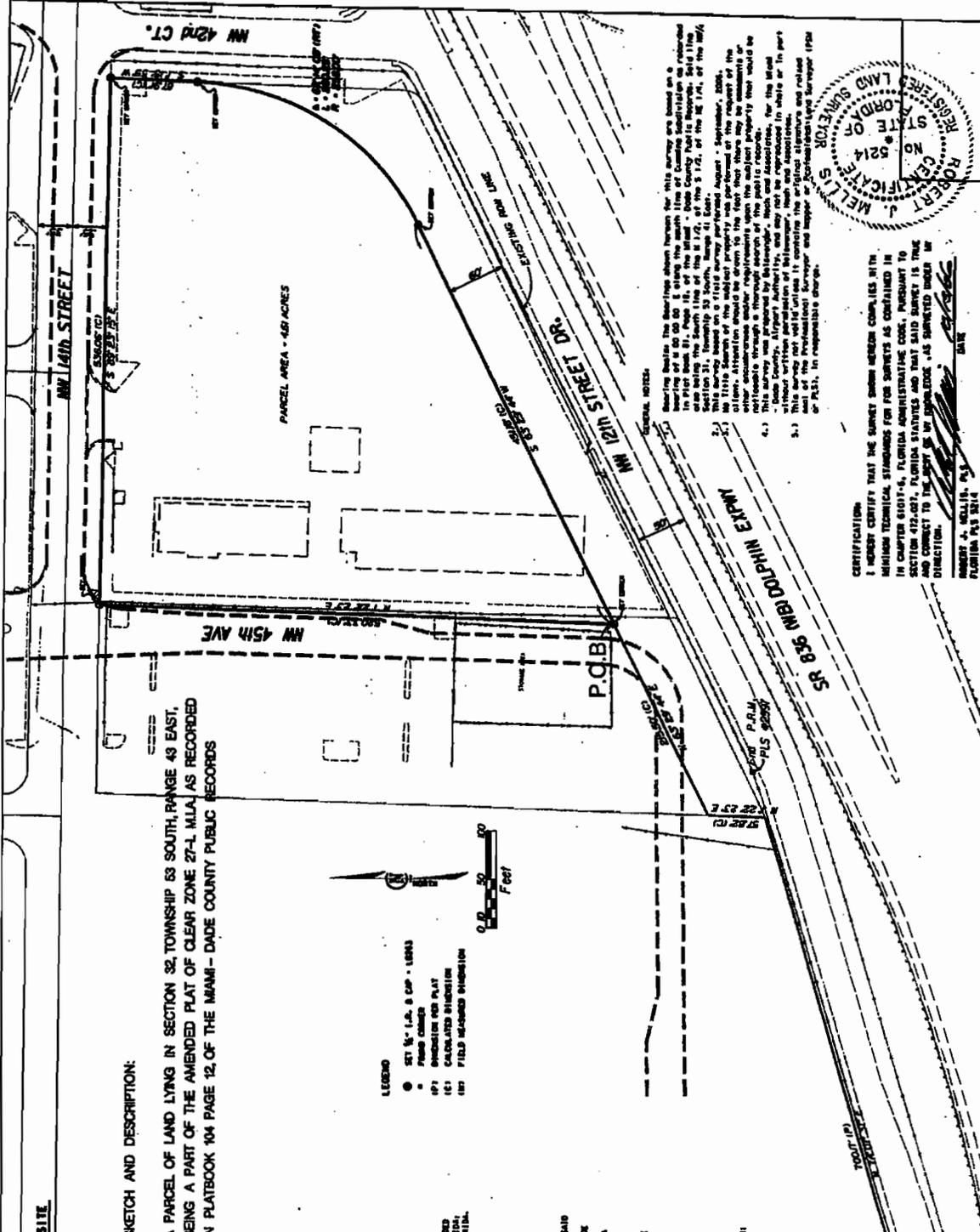
SKETCH AND DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 33 SOUTH, RANGE 43 EAST, BEING A PART OF THE AMENDED PLAT OF CLEAR ZONE 27-L, M.L.A. AS RECORDED IN PLATBOOK 104 PAGE 12, OF THE MIAMI - DADE COUNTY PUBLIC RECORDS



- LEGEND**
- SET W. I.A. & CAP - LEGNS
 - FENCE CORNER
 - DIMENSION FOR PLAT
 - (C) CALCULATED DIMENSION
 - (S) FIELD MEASURED DIMENSION

THE ABOVE DESCRIBED TRACT CONTAINS 4.611 ACRES OF 200,000.16 SQUARE FEET, BEING PART OF THE AMENDED PLAT OF CLEAR ZONE 27-L, M.L.A., AS RECORDED IN PLATBOOK 104 PAGE 12, OF THE MIAMI-DADE COUNTY PUBLIC RECORDS. THE TRACT IS BOUND BY THE WEST LINE OF THE AMENDED PLAT OF CLEAR ZONE 27-L, M.L.A., AS RECORDED IN PLATBOOK 104 PAGE 12, OF THE MIAMI-DADE COUNTY PUBLIC RECORDS, TO THE WEST; BY THE SOUTH LINE OF THE AMENDED PLAT OF CLEAR ZONE 27-L, M.L.A., AS RECORDED IN PLATBOOK 104 PAGE 12, OF THE MIAMI-DADE COUNTY PUBLIC RECORDS, TO THE SOUTH; BY THE EAST LINE OF THE AMENDED PLAT OF CLEAR ZONE 27-L, M.L.A., AS RECORDED IN PLATBOOK 104 PAGE 12, OF THE MIAMI-DADE COUNTY PUBLIC RECORDS, TO THE EAST; AND BY THE WEST LINE OF THE AMENDED PLAT OF CLEAR ZONE 27-L, M.L.A., AS RECORDED IN PLATBOOK 104 PAGE 12, OF THE MIAMI-DADE COUNTY PUBLIC RECORDS, TO THE WEST.



CERTIFICATION:
I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR SURVEYS AS CONTAINED IN CHAPTER 6109-F, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.021, FLORIDA STATUTES AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AS SURVEYED UNDER MY DIRECTION.

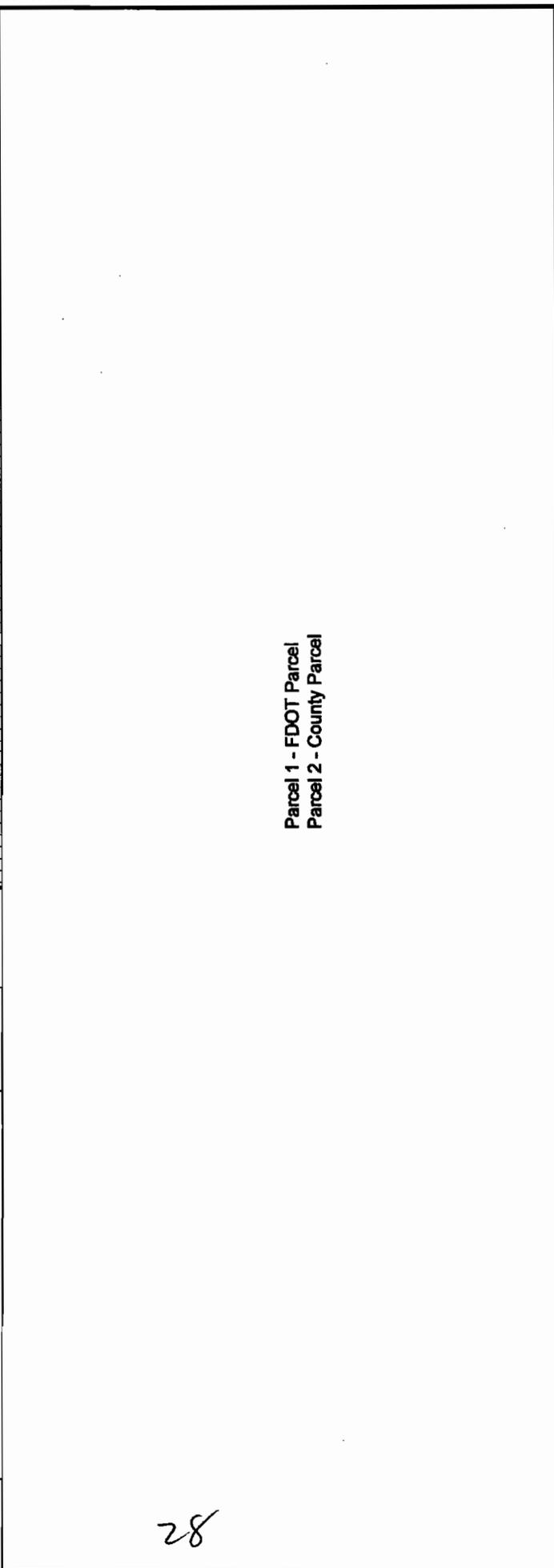
ROBERT J. MELLIS, P.E.
FLORIDA PLS 5214

PREPARED BY	R.J. MELLIS, PLS	DATE:	10/10/06	REVISIONS	BY:	THIS SURVEY PREPARED BY:	BEISENBER, HOCH AND ASSOCIATES	REPLACEMENT OF BUS MAINTENANCE FACILITY & PROPERTY EXCHANGE PROJECT : KOOIF AND KOOIG
CHECKED	R.J. MELLIS, PLS	DATE:	10/11/06			510 SHOTGUN ROAD SUITE 400 MIAMI BEACH, FL 33133 PHONE : 954-343-3000	1190, NE 163 STREET SUITE 200 NORTH MIAMI BEACH, FL 33160 PHONE : 305-344-3151	PARCEL No. 2

EXHIBIT "D"

PROPERTY EXCHANGE SCHEDULE

Activity ID	Activity Description	Early Start	Early Finish
1	Approval of Memorandum of Agreement	16APR07	31MAY07
2	Termination of County's Management Agreement		01OCT07*
3	FDOT contractor uses Parcel 1 as MIC Staging	16APR07	30JUN08
4	FDOT contractor vacates site	01JUL08	
5	Construction of Bus Maint Fac & Rdwy on Parcel 1	01JUL08	31JUL10
6	Relocate bus services from Parcel 2 to Parcel 1	01AUG10	31OCT10
7	Environmental cleanup of Parcel 2	01OCT10	31DEC11
8	Demolish existing bldg on Parcel 2	01NOV10*	31DEC10
9	MDX temporary use of Parcel 2	01JAN11	
10	MDX occupies Parcel 2		01JAN12*



28

Parcel 1 - FDOT Parcel
Parcel 2 - County Parcel

Start Date Finish Date Data Date Run Date	16APR07 01JAN12 16APR07 17APR07 10:48	TIME LINE	EXHIBIT "D"
--	--	------------------	--------------------

Return to:
Miami-Dade Aviation Department
Planning Division
P.O. Box 025504
Miami, Florida 33102-5504

Instrument prepared under the direction of
Henry N. Gillman
Assistant County Attorney
111 NW First Street Suite 2810
Miami, Florida 33128

C O U N T Y D E E D

THIS DEED, made this ____ day of _____, A.D., 2007, by Miami-Dade County, Florida, a political subdivision of the State of Florida, party of the first part, whose address is: Miami Dade-County Aviation Department, P.O. Box 025504, Miami, Florida 33102-5504, and the Miami-Dade Expressway Authority (MDX), the party of the second part, whose address is: 3790 N.W. 21st Street, Miami, Florida 33142.

WITNESSETH:

That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the party of the second part, receipt whereof is hereby

acknowledged, has granted, bargained and sold to the said party of the second part, his/her heirs and assigns forever, the following described land lying and being in the County of Miami-Dade, State of Florida, to-wit:

**COUNTY PARCEL DESCRIBED IN EXHIBIT "A"
ATTACHED HERETO AND MADE A PART HEREOF**

This grant conveys only the 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.

There is hereby reserved to the County (Grantor), its successors and assigns, for the use and benefit of the County and the public, a right of flight for the passage of aircraft in the airspace above the lands herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Miami International Airport (Airport) or any other type of airport located in this area in the future.

By the acceptance of this Conveyance, MDX (Grantee) expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the County Parcel described in the attached Exhibit A to such height so as to comply with Federal Aviation Regulations, Part 77, or with the Code of Miami-Dade County, whichever is more restrictive. Additionally, the Grantee expressly agrees for itself, its successors and assigns, to prevent any use of the County Parcel described in the attached Exhibit A which would interfere with the landing or takeoff of aircraft at the Airport, or interfere with air navigation and/or

communication facilities serving the Airport, or adversely affect the operation or maintenance of the Airport or otherwise constitute an airport hazard.

The County and its successors and assigns shall not permit/afford access from Parcel 1 onto the Airport for aeronautical purposes.

The subject property shall be used only for a dry stormwater retention area for roadway improvement project purposes that are compatible with the noise levels generated by aircraft using the airport. In the event the Grantee, its successors or assigns, uses the subject property for anything other than said dry stormwater retention area purposes, the subject property shall automatically revert to Miami-Dade County.

The provisions of this conveyance shall constitute a covenant running with the Land and shall remain in full force and effect and shall be binding on the Grantee, its legal representatives, successors, assigns, and grantees.

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, by the Mayor, and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid.

ATTEST: HARVEY RUVIN

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

BY: _____
Deputy Clerk

BY: _____
Carlos Alvarez, Mayor

This County Deed Authorized by Resolution No. R-_____ of the Board of Commissioners, Miami-Dade County, Florida, on _____.

EXHIBIT "A"

COUNTY PARCEL - LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PART OF LEJEUNE GARDEN ESTATES AS RECORDED IN PLAT BOOK 44 PAGE 1 AND THE AMENDED PLAT OF CLEAR ZONE 27L - M.I.A., AS RECORDED IN PLAT BOOK 104, PAGE 12, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LYING IN SECTION 32, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.

MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF THE PLAT AMENDED PLANT OF 27I - M.I.A., AS RECORDED IN PLAT BOOK 104 PAGE 12, OF THE MIAMI-DADE COUNTY PUBLIC RECORDS; SAID CORNER ALSO BEING ON THE NORTH LIMITED ACCESS RIGHT OF WAY OF SR 836 PER R/W MAP NO. 87200-2503; THENCE NORTH 84 DEGREES 44 MINUTES 08 SECONDS EAST, A DISTANCE OF 129.98 FEET, ALONG THE AFOREMENTIONED NORTH LIMITED ACCESS RIGHT OF WAY LINE FOR SR 836; THENCE CONTINUING ALONG THE RIGHT OF WAY LINE, NORTH 74 DEGREES 07 MINUTES 37 SECONDS EAST, A DISTANCE OF 700.17 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1 BLOCK 2 OF THE PLAT OF LEJEUNE GARDEN ESTATES, SECTION 2, AS RECORDED IN PLAT BOOK 44 PAGE 1, OF THE MIAMI-DADE COUNTY PUBLIC RECORDS; THENCE NORTH 01 DEGREES 22 MINUTES 23 SECONDS EAST, A DISTANCE OF 57.82 FEET; THENCE NORTH 63 DEGREES 29 MINUTES 44 SECONDS EAST, A DISTANCE OF 215.50 FEET; TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING:

NORTH 01 DEGREES 22 MINUTES 23 SECONDS EAST, A DISTANCE OF 520.33 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 15 SECONDS EAST, A DISTANCE OF 536.06 FEET; THENCE SOUTH 01 DEGREES 15 MINUTES 35 SECONDS WEST, A DISTANCE OF 87.91 FEET; THENCE SOUTHERLY A DISTANCE OF 280.24 FEET ALONG A TANGENTIAL CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 258.090 FEET, THROUGH A CENTRAL ANGLE OF 62 DEGREES 14 MINUTES 09 SECONDS, FOR AN ARC DISTANCE OF 280.24 FEET; THENCE SOUTH 63 DEGREES 29 MINUTES 44 SECONDS WEST, A DISTANCE OF 451.18 FEET, BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 4.611 ACRES OR 200,849.16 SQUARE FEET; SAID LANDS LYING, BEING AND SITUATED IN SECTION 32, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA.



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
5950 Hazeltine National Dr., Suite 400
Orlando, FL 32822-5003

Phone: (407) 812-6331
Fax: (407) 812-6978

February 21, 2007

Mr. Jose A. Ramos, R.A.
Chief of Aviation Planning Section
Miami-Dade Aviation Department
P.O. Box 025504
Miami, Florida 33102-5504

RECEIVED
MAR - 5 2007
AVIATION PLANNING

Dear Mr. Ramos:

**RE: Release of Federal Surplus Property Obligations from
Parcel '2' in Exchange for Parcel '1'**

This is in response to your letter dated October 17, 2006, requesting that 4.61 acres of federally obligated land be released from conditions of the Surplus Property Quitclaim Deed dated March 17, 1948. This property was transferred to Dade County under the authority of the Reorganization Plan One of 1947 and the powers and authority contained in the provisions of the Surplus Property Act of 1944.

A release permitting the sale and disposal of real property transferred to the airport owner under the Surplus Property Act or 49 U.S.C. §47151 is only granted when it is clearly shown such property is no longer needed to directly support an airport purpose or activity and sale of such property will benefit civil aviation by producing an equal or greater benefit to the airport than continued retention of the land. Conversion of a real property asset into another form of asset, such as cash or physical improvements, can better serve the airport. This objective is not met unless an amount equal to the net sale proceeds based on the current fair market value (FMV) of the property is realized as a consequence of the release and such amount is committed to airport purposes.

Under 49 U.S.C. §§47153(c), Federal Aviation Administration (FAA) is required to provide at least a 30-day notice to the public regarding the requested release. The required notice was published in the Federal Register on November 11, 2006.

We have concluded that this property, as legally described in the enclosed Deed of Release, meets the conditions mentioned previously for release. We have also concluded that the release and use of such land for roadway improvement purposes will not interfere with the operation, maintenance or future development of the airport.

By accepting this release, the Airport Owner agrees to:

1. Receive a 4.61-acre parcel of land "Parcel 1" in exchange for "Parcel 2" from the Florida Department of Transportation/ Miami-Dade Expressway Authority. The

exchange is considered to be even as the parcels being exchanged are of approximate equal value. No cash consideration will be paid by either party.

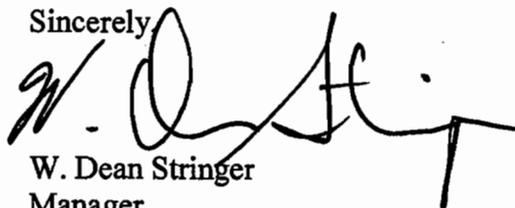
- 2. Insure that whoever the land is initially and subsequently conveyed to including the airport owner, they and their successors and assigns protect the rights and interests of the public in the Miami International Airport and prevent any use of subject property that would constitute an airport hazard.
- 5. Update the Airport Layout Plan and Exhibit "A" Property Map upon acceptance of the release to reflect the new airport boundaries.
- 6. Insure that they and their successors and assigns retain, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the subject property, the right for existing and future aircraft to generate noise in that airspace, and the right to use the airspace to land on or take off from the airport.
- 7. Insure that they and their successors and assigns shall not permit/afford access from the subject property onto Miami International Airport property for aeronautical purposes.

In consideration of these premises, the FAA agrees to release the Airport Owner from the obligations, terms, and conditions of the existing grant agreements as of the date of this agreement as they may relate to the subject property:

Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and its enclosed duplicate and returning one copy to our office.

In addition, please have the original and two copies of the Deed of Release (enclosed) executed on behalf of the Airport Owner and return one copy to us.

Sincerely



W. Dean Stringer
Manager

4 Enclosures

Accepted for Airport Owner

By: _____

Title: _____

Date: _____

DEED OF RELEASE

COPY

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of 49 U.S.C. §47153, to Miami-Dade County Board of County Commissioners, a body politic, created, operating, and doing business under the laws of the State of Florida, WITNESSETH:

WHEREAS, the United States of America, acting by and through the Federal Aviation Administration under and pursuant to authority contained in the provisions of 49 U.S.C. §47153, and applicable rules, regulations, and orders by an instrument of transfer entitled "Quitclaim Deed" dated March 17, 1948 did remise, release and forever quitclaim to Dade County, its successors and assigns, all rights, title and interest in and to that certain property located and situated in Miami, Florida, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deed being recorded in the public records of Dade County, Florida, Deed Book No. 2987, Page 271 reference being hereto made as if fully set out herein; and

WHEREAS, the Airport Owner has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in 49 U.S.C. §47153; and

WHEREAS, by virtue of delegation of authority, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in 49 U.S.C. §47153 is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to convey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

NOW THEREFORE, for and in consideration of the above expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by the Miami-Dade County Board of County Commissioners in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

- (1) That the Miami-Dade County Board of County Commissioners reserves unto itself, its successors and assigns, for the use and benefit of the public a right of

flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Miami International Airport.

- (2) That the Miami-Dade County Board of County Commissioners expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.
- (3) That the Miami-Dade County Board of County Commissioners expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Miami International Airport or interfere with air navigation and or communication facilities serving the Miami International Airport, or otherwise constitute an airport hazard.
- (4) Insure that the Miami-Dade County Board of County Commissioners and their successors and assigns shall not permit/afford access from the subject property onto Miami International Airport property for aeronautical purposes.
- (5) Insure that the Miami-Dade County Board of County Commissioners receives a 4.61-acre parcel of land "Parcel 1" in exchange for "Parcel 2" from the Florida Department of Transportation/ Miami-Dade Expressway Authority. The new parcel shall become "airport property" and assumes all obligations formerly assigned to the parcel being released. The parcel exchange is considered to be even, as the parcels being exchanged are of approximate equal value. No cash consideration will be paid by either party.

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to Dade County dated March 17, 1948 which real property is described as follows:

Parcel '2' being a part of LeJeune Garden Estates is located in the Section 32, Township 53 South, Range 43 East, being a part of the amended plat of clear zone 27-L M.I.A. as recorded in plat book 104 page 12, of the Miami-Dade County Public Records more particularly described as commencing at the southwest corner of the plat amended plat of 27L- M.I.A. as recorded in plat book 104 page 12, of the Miami-Dade County Public Records; said corner also being on the north limited access right of way of SR 836 per R/W Map No. 87200-2503; thence north 84 degrees 44 minutes 08 seconds east, a distance of 129.98 feet, along the aforementioned north limited access right of way line for SR 836; thence continuing along the right of way line, north 74 degrees 07 minutes 37 seconds east, a distance of 700.17 feet to a point, said point being the southwest corner of Lot 1 Block 2 of the Plat of LeJeune Garden Estates, Section 2, as Recorded in Plat Book 44 Page 1 of the Miami-Dade County Public Records; Thence North 01 Degrees 22

minutes 23 seconds east a distance of 57.82 feet; thence north 63 degrees 29 minutes 44 seconds east a distance of 215.50 feet to the point of beginning.

From the point of beginning: north 01 degrees 22 minutes 23 seconds east, a distance of 520.33 feet; thence south 89 degrees 23 minutes 15 seconds east, a distance of 536.06 feet; thence south 01 degrees 15 minutes 35 seconds west a distance of 87.91 feet; thence westerly, having a radius of 258.00 feet, through a central angle of 62 degrees 14 minutes 09 seconds, for an arc distance of 280.24 feet; thence south 63 degrees 29 minutes 44 seconds west, a distance of 451.18 feet, back to the point of beginning. The described tract contains 4.611 acres or 200,849.16 square feet.

This release is for the specific purpose of permitting Miami-Dade County Board of County Commissioners to sell and convey title to the above described property for a dray storm water retention area required for roadway improvement project purposes in exchange for Parcel'1' to be used for relocating and construction Perimeter Road improvements; extending and constructing NW 42nd Court and the necessary bridge to access the Terminal Building and to construct a new replacement bus maintenance facility.

By its acceptance of this Deed of Release the Miami-Dade County Board of County Commissioners also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the above described real property.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, all as of the 22 day of February, 2007.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

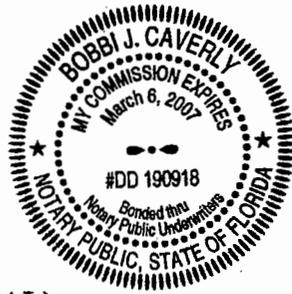
By



Manager, Orlando Airports District Office
Airports Division, Southern Region
Federal Aviation Administration

STATE OF FLORIDA)
)ss
COUNTY OF ORANGE)

On this 20~~th~~ day of February, 2007 before me a Notary Public in and for the County of Orange, State of Florida, personally appeared W. Dean Stringer, known to me to be the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.



WITNESS my hand and official seal.

Bobbi J. Caverly
Notary Public in and for said County and State

(SEAL)

My commission expires March 6, 2007

Accepted:

Miami-Dade County Board of County Commissioners

By: _____

Title: _____

Date: _____