

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 12(A)(7)
07-24-07

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

RESOLUTION NO. R-889-07

RESOLUTION APPROVING MASTER AGREEMENT AMONG MIAMI-DADE COUNTY, CITY OF MIAMI AND FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING OF PORT TUNNEL BETWEEN WATSON ISLAND AND DODGE ISLAND; AUTHORIZING MAYOR OR HIS DESIGNEE TO EXECUTE SUCH AGREEMENT; AND AUTHORIZING COUNTY MANAGER TO SOLICIT BIDS FOR LETTER OF CREDIT

WHEREAS, it is in the best interest of Miami-Dade County and its citizens that a port tunnel be constructed in order to alleviate traffic in the historical Overtown neighborhood; to provide direct access from the Port of Miami to I-95 and I-395; to improve safety and complement ongoing urban revitalization efforts in downtown Miami; and

WHEREAS, Miami-Dade County has been working with the City of Miami ("City") and the Florida Department of Transportation ("FDOT") to develop an understanding regarding the funding of a Port of Miami tunnel from Watson Island and Dodge Island, including the widening of the MacArthur Causeway Bridge and modifications to the Port of Miami roadway system; and

WHEREAS, this Board wishes to approve a master agreement among Miami-Dade County, the City and FDOT in substantially the form attached to this Resolution as Exhibit "A" ("Agreement") pursuant to the accompanying County Manager's Memorandum ("County Manager's Memorandum") which describes the terms and risks to Miami-Dade County and is incorporated in this Resolution by reference; and

WHEREAS, this Board would like to authorize the Mayor or his designee to execute the Agreement on behalf of Miami-Dade County; and

WHEREAS, this Board wishes to authorize the County Manager to solicit bids for a letter of credit to fund a contingency fund as described in the County Manager's Memorandum and to bring a recommendation back to this Board for consideration,

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

Section 1. The Agreement regarding the funding of a port tunnel is approved in substantially the form attached to this Resolution as Exhibit "A" pursuant to the terms and risks described in the County Manager's Memorandum.

Section 2. The Mayor or his designee is authorized to execute and deliver the MOU in substantially the form attached to this Resolution on behalf of Miami-Dade County.

Section 3. The County Manager is authorized to solicit bids for a letter of credit for a contingency fund as described in the County Manager's Memorandum and to bring a recommendation back to this Board for consideration.

The foregoing resolution was offered by Commissioner Dorrin D. Rolle 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:

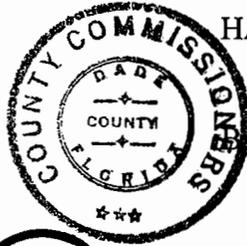
	Bruno A. Barreiro, Chairman	aye	
	Barbara J. Jordan, Vice-Chairwoman	aye	
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	absent	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	nay
Katy Sorenson	aye	Rebeca Sosa	nay
Sen. Javier D. Souto	nay		

▽

The Chairperson thereupon declared the resolution duly passed and adopted this 24th 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



KAY SULLIVAN

Deputy Clerk

Approved by County Attorney grh
to form and legal sufficiency.

Gerald T. Heffernan

DRAFT July 17, 2007

MASTER AGREEMENT
for the
PORT OF MIAMI TUNNEL AND
ACCESS IMPROVEMENT PROJECT

among

Florida Department of Transportation

and

Miami-Dade County

and

The City of Miami

Dated _____, 2007

Memorandum



Date: July 24, 2007

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

From: George M. Burgess
County Manager

Subject: Port of Miami Tunnel Project Tri-Party Master Agreement

Agenda Item No. 12(A)(7)

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the accompanying resolution approving a Master Agreement (Agreement) among Miami-Dade County, the City of Miami (City) and the Florida Department of Transportation (FDOT) regarding financial contributions towards the construction of a Port Tunnel from Watson Island to Dodge Island (Tunnel) and approving its execution and delivery by the Mayor; and authorizing the County Manager to solicit bids for a Letter of Credit.

Scope

The Tunnel will be physically located in Commission District 5, however, the future economic impact of this project is Countywide in nature.

Fiscal Impact/Funding Source

The County's share of the Tunnel is capped at \$402.5 million (County Share) which will be funded as follows:

- \$100 million from the General Obligation Bond Program;
- \$114 million in State funds starting in 2018 and ending in 2042 which are pledged for road improvements throughout the County (SCETS) to be bonded by the County's non ad valorem revenues but payable from tolls and/or Port revenues;
- \$43.5 million to be bonded and secured by the County's non ad valorem revenues but payable from tolls and/or Port revenues
- \$45 million of right-way credits from the State of Florida which are not paid back;
- \$75 million for a Geotechnical & Relief Contingency Reserve to be funded through a Letter of Credit to be secured by County's non ad valorem revenues but payable from toll and/or Port revenues;
- \$25 million for an Additional Relief Even Reserve to be bonded and secured by the County's non ad valorem revenues but payable from tolls and/or port revenues.

FDOT has agreed to allow the County to pay the County Share by substantial completion of the Tunnel project scheduled for 2013 rather than over the 35 year term of the Concession Agreement. This would result in a substantial savings to the County.

Track Record/Monitor

The POMT Project will be managed by the FDOT which has negotiated a concession agreement with its Concessionaire, Miami Access Tunnel (MAT) whose consortium includes Bouygues Travaux Publics, SA and Babcock & Brown Infrastructure Group US, LLC, Jacobs Civil, Inc. and Transfield Services Limited. FDOT will be the contracting entity with all completed works to be made part of the State Highway system other than Port access road improvements on Dodge Island. The County and City participation in the project is through the attached Agreement outlining the funding responsibility along with other business and operational issues. The County staff that will monitor this project is

Diana Lopez, P.E., Chief of Seaport Engineering Services.

Background

For some time, public officials and transportation planners in South Florida have attempted to address the need for improved access to the Port of Miami. With ever increasing congestion through a developing area of downtown, existing transportation corridors are under duress. The revitalization of eastern portions of downtown is inextricably linked to the need for alternative access to the Port. Over the years, FDOT has examined a number of proposed above and below ground transportation solutions that would take 1.3 million port-bound trucks annually out of Southeast Overtown and off Biscayne Boulevard. To this end, the County has for the past year been in negotiations with FDOT to arrive at a funding strategy for the construction of what has been proposed as the best alternative -a bored tunnel linking the Port with the interstate highway system by way of Watson Island. The project consists of three primary components: (1) widening of the MacArthur Causeway Bridge; (2) tunnel connections between Watson Island and Dodge Island; and (3) connections to the Port of Miami roadway system.

As you are aware, the project model calls for the formation of a Public/Private Partnership (PPP) between FDOT and a Concessionaire. FDOT chose a PPP because of the extraordinary complexity of building a tunnel. The PPP structure allows FDOT to distribute risks, gain access to additional skills, improve efficiency and increase the pool of financial resources available to the project by selecting a qualified private Concessionaire. The Concessionaire will be responsible for designing, building, financing, operating and maintaining the tunnel. FDOT will, in turn, pay the concessionaire a portion of the total project cost as milestone payments during the construction period (the first 5-6 years of project) and then will pay the remainder as quarterly availability payments, which are based on the availability of tunnel sections for public use, over the remaining years of the concession. The projected concession term is 35 years, beginning at the signing of the concession agreement and extending until 2041. The project calls for the Concessionaire to operate and maintain the tunnel portion for the 30 years following its construction. This concession concept was developed based on research of past tunnel projects in the US and abroad, is preferred by industry and was designed to leverage the advantages of long-term guaranteed cost structures, risk sharing strategies, and life cycle cost efficiencies.

The tunnel project is of obvious advantage to the Seaport and the City of Miami by providing direct access between the Seaport, I-395 and I-95. Port-related commerce currently brings \$12.2 billion in economic activity to the County annually, and is projected to increase in the years to come. A tunnel will also relieve congested downtown streets, improving safety and complementing ongoing urban revitalization efforts, in addition to facilitating ongoing and future infrastructure development plans in and around downtown as well as reducing Port-bound traffic from the historical Overtown community.

On February 17, 2006, FDOT released a Request for Qualifications (RFQ) for the project. Statements of Qualifications were received on April 12, 2006, and proposers were short-listed on April 28, 2006. The short-list included three potential concessionaires: (1) FCC Construcción/Morgan Stanley (FCC), whose equity members include FCC Construcción SA and PMT Holdings, LLC; (2) Miami Access Tunnel (MAT), including equity members of Bouygues Travaux Publics, SA and Babcock & Brown Infrastructure Group US, LLC; and (3) Miami Mobility Group (MMG), made up of ACS Infrastructure Development, Inc., Odebrecht Infrastructure Investments LLC, and Parsons Transportation Concessionaires. An industry review was held with proposers and the Request for Proposals (RFP) was released on November 1, 2006. The final addendum for the RFP was released on February 5, 2007, and proposals were received on March 5, 2007.

On May 2, 2007, the Florida Department of Transportation (FDOT) announced its intent to award to the Miami Access Tunnel team. The RFP process leading up to this announcement was intended to arrive at a "best value" selection and scrutinized in detail the proposals of the three concessionaires. Evaluations were based on technical criteria, including engineering constructability of the proposal; feasibility and financial soundness of the financing plan; and cost (the maximum availability payments -MAP). The chief determining factor in the selection of MAT was in the area of price or MAP as illustrated below. The MAP is the annualized maximum payment to the concessionaire by FDOT for the use of the tunnel over the concession period.

Proposer	MAP (Millions) Max \$68 Million	Technical Score (Max 45 pts)	Financial Score (Max 10 pts)	Price Score (Max 45 pts)	Total Score (Max 100 pts)
FCC	\$ 63.25	33.305	5.125	-	38.430
MAT	\$ 33.23	38.578	8.938	45.000	92.516
MMG	\$ 39.79	40.834	8.688	9.471	58.993

The intended winning proposer's cost submittal results in an estimated \$457 million non-state share, inclusive of considerable contingency reserves and the \$55 million projected contribution from the City of Miami (\$5 million of City Right of Ways and \$50 million in capital). As a point of comparison, an award to the second ranked proposer would have required a non-state share in the \$600 million range. FDOT will begin payments on a MAP of \$33.25 million (in 2007 dollars) upon substantial completion of the project. The present value of the MAP payment is in the \$600+ million range. When combined with the \$100 million in milestone payments and a \$350 million completion payment being made to the concessionaire, the total project value will be in the \$1 billion range.

County staff has met almost daily over the last several months in order to solidify the terms of the attached Agreement in addition to conducting an extensive review of funding alternatives. Staff has looked at Port and toll user charges, use of existing gas tax proceeds, property-based funding alternatives, district transportation revenues, and in-kind project support. The magnitude and importance of this project requires that the County carefully consider every possible means to determine its maximum participation without placing undue financial burdens on the Port or its users and, hence, possibly place the Port in a non-competitive position. We have communicated to the Board through previous updates on this project our struggle to draw a workable funding scheme in light of the large gap created by unfunded security mandates and other looming Port infrastructure needs. Three Industry Forums have been held at the Port to solicit user input (in addition to 36 public meetings held by FDOT through the projects public involvement phase), and both elected officials and staff have engaged the industry in discussions as to the immediate fiscal impacts.

It was with a view to these needs that I proposed to FDOT a funding commitment for the County with a not-to-exceed cap of \$402.5 million. However, even if a cap is assumed, the impact of this funding commitment is significant. Funding from the GOB is available in the amount of \$100 million, and District Dedicated Revenues remitted to Miami-Dade through the State in the amount of \$114 million are available for this project due to the planned early retirement of the Miami Intermodal Center (MIC) loan. This reduces the Port's share to a minimum of \$43 million (assuming no utilization of reserve funds) and a maximum of \$143.5 million (assuming full expenditure of all reserve accounts). Even at this level, though, significant tariff increases would be required at the Port. Finance and OSBM staff has run several funding scenarios to ascertain a range of possible rates, including projections associated with revenue yields from proposed Open Road Tolling (ORT) or other County contributions.

Months of negotiations with FDOT have centered around the County's efforts to clearly define risk-sharing between the concessionaire, FDOT and the County regarding any unforeseen costs and limit the County's liability since the FDOT will control and administer the project. In order to reduce the overall cost of the Tunnel, FDOT assumed responsibility for a significant number of relief and termination events ("Events") in the Concession Agreement which ordinarily would be the responsibility of a contractor/developer. These Events would provide relief to the Concessionaire in the form of increased funding and/or time extensions. Some could result in a payment to the Concessionaire which is equivalent to the value of a payment over the term of the Concession Agreement. This could amount to millions of dollars. In order to be prepared for such Events, FDOT will fund two reserves. The first is \$150 million for any extraordinary geotechnical costs ("Geotechnical Contingency Reserve") and any funds not needed for such extraordinary geotechnical costs would be used to pay for these Events. The second contingency reserve ("Events Reserve") in the amount of \$50 million is also to be used any costs associated with one or more Events. In the Agreement, the County agrees to contribute \$75 million to the Geotechnical Contingency Reserve and \$25 million to the Events Reserve for a total of \$100 million which is included in the County's Share of \$402 million. The County will provide a Letter of Credit for its \$75 million contribution to the Geotechnical Contingency Reserve.

In addition to the Events, the County will share equally in all other project risks, including any risks arising out of decisions made by FDOT project management, up to the County's hard cap of \$402.5 million. While County staff will certainly be engrossed on a daily basis with this project while it is underway, and while the FDOT has committed to apprise the County of project progress and expenditure, including notification to the County on any decisions that would lead to early termination, the County will not participate in this decision making. It is important to note that it is within FDOT's sole discretion to terminate or abandon the project at any time. In this event, the parties will be at risk for the amounts paid to date at the time of termination. Depending upon when the termination occurs, the loss could be substantial. In response, a future Board of County Commissioners may have to advance funds exceeding the \$402 million cap in order to complete or continue operating the Project in order to protect its investment. While it is highly unlikely that the FDOT would completely abandon a project that is a part of the State Highway system, the Board should be aware of this potential albeit remote risk.

There are a few exceptions to this risk-sharing. The County will not pay for an FDOT requested changes, and similarly, the State will not share in any County or City requested changes. In addition, the County will be at risk for absorbing any cost increases associated with failing to meet our obligations in turning over of rights-of-way or expeditious permitting. Delays in the construction schedule that are clearly attributable to the County will be our cost and will be handled outside of the concession agreement as charges solely to the County and/or the City.

As you are aware, the County has elected to pay as much as possible of its share up front in order to minimize financing costs. Any portion of the County's share of the construction cost that is not paid at commencement (in 2007) is subject to an escalator. This escalator is the annual rate of interest paid on funds in the State Treasury Trust Fund administered by the Florida State Board of Administration. The actual total County payment upon signing is projected to be \$175 million plus \$45 million in right-of-ways, \$25 million for reserves, and \$25 million for development costs totaling \$270 million. The remaining outside amount of \$132.5 million will be financed and subject to interest expense equal to the annual rate of interest set on the Trust Fund. This is an added expense for the project. This expense, however, is the same expense associated with any County bond issuance and would be recovered through the future tolls or other Seaport fees as described below.

The collection of the up to \$143.5 million in future tolling fees or other non-ad valorem revenue from the Seaport is another source of risk for the County. As noted above, the Seaports contribution will

vary between a minimum of \$43.5 million and a maximum of \$143.5 million. At the low end, the Seaport may be able to absorb the contribution through its current fee structure; at the high end other fees would need to come into play. Previous reports have noted the County's review of a Seaport contribution through a stand alone charge to port users through cruise and cargo dedicated exclusively for tunnel costs, above the typical yearly increases that are programmed to defray rising costs of existing infrastructure and personnel. However, the uncertainty of support for such a charge and the desire for a more equitable bearing of costs led to tolling on both the future tunnel and the existing Port boulevard Bridge as the preferred alternative. While the positions of the major tenants are not uniform, with some stakeholders continuing to openly express opposition to any fees, all stakeholders recognize the value of improved access to the Port. My insistence on a hard cap as a non-negotiable condition of the County's participation was due in large part to my sensitivity to the position of our tenants. Financial models on a tolling plan with a hard cap at \$402.5 million yield tolls in the range of \$2 to \$3 per car and \$5 to \$7 per truck and bus, with final tolling figures ultimately depending on the structure of the debt service. This toll would be assessed only one time per visit to the Port on outbound vehicles only beginning upon completion of the tunnel projected for January 2012. Port Director Bill Johnson will continue his almost daily communication with stakeholders on this issue. Ultimately, no tolls or tariffs will be imposed that hamper the competitiveness of the Seaport.

In the interim, FDOT has committed to assist the County with needed approvals by the Federal Highway Administration (FHWA) which must be submitted through the State for the imposition of a toll. While we are confident that such efforts will be successful and have already initiated correspondence with this agency, there is a risk associated with relying on a tolling mechanism until it is finally approved. If toll revenues are not available, the County will have to use Port revenues or a covenant to budget and appropriate from available non-ad valorem revenues to pay the principal and interest on the debt used to pay up to \$143.5 million.

Finally, this treats the City of Miami contribution of \$55 million outside of the County's contribution. The City is fully responsible for its own portion of the Tri-Party agreement. It is anticipated that the City will consider this Agreement at its July 26 meeting. As you are aware, discussions on the City's contribution have always centered around \$50 million cash contribution and \$5 million in right-of-way donations.

Construction on the tunnel is set to begin 9 months after the 35 year concession agreement is signed and MAP payments to the concessionaire by FDOT will begin once substantial completion is reached, projected between November 1, 2011 and May 1, 2013. Finalization of the Agreement is on a critical path in order to meet FDOT's current projected official award date of August 2, 2007. The FDOT then will use its discretion on whether they want to execute the agreement to the concessionaire pre or post City action. As noted in previous reports to the Board, because certain pre-award activities depend upon a signed Agreement, consideration of this document by the Board is needed prior to the August recess. The construction of a Port Tunnel will prove to be a pivotal turning point for the future economic development of this community.



Assistant County Manager

5



MEMORANDUM

(Revised)

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

DATE: July 24, 2007

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

SUBJECT: Agenda Item No. 12(A)(7)

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

MASTER AGREEMENT

PORT OF MIAMI TUNNEL AND ACCESS IMPROVEMENT PROJECT

This Master Agreement (this "Agreement") is entered into and is effective as of _____, 2007 by and among the State of Florida Department of Transportation, an agency of the State of Florida ("FDOT"), Miami-Dade County ("MDC"), a political subdivision of the State of Florida, and the City of Miami ("City"), a municipal corporation of the State of Florida, collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, FDOT promotes the integration of transportation and land use planning to further public-private transportation purposes, commercial uses and economic development; and,

WHEREAS, FDOT proposes to develop, design, construct, finance, operate and maintain the Port of Miami Tunnel and Access Improvement Project (the "Project") through a public-private partnership pursuant to FDOT's enumerated powers and duties under sections 334.30 and 334.044, Florida Statutes; and,

WHEREAS, the public aspect of the Project is being undertaken with financial support from MDC and the City and with assistance from the Port of Miami (the "Port," a department of MDC) and from the Miami-Dade Water and Sewer Department ("MDWSD," a department of MDC); and,

WHEREAS, the primary components of the Project are the widening of the MacArthur Causeway Bridge, construction of a tunnel connection between Watson Island and Dodge Island (the "Tunnel"), and modifications to the Port of Miami roadway system; and,

WHEREAS, the Project will be owned by FDOT; and,

WHEREAS, FDOT issued a Request for Proposal ("RFP") to three interested proposer groups requesting that they submit a proposal for the financing, design, construction, operation and maintenance of the Project (the "Concession"), reviewed and evaluated the proposals submitted by the three proposer groups and selected a preferred proposer; and,

WHEREAS, if FDOT awards the Concession to the competitively selected proposer

group (the "Concessionaire"), it will enter into an agreement with the Concessionaire (the "Concession Agreement") having a thirty-five (35) year term (which might be extended under certain circumstances pursuant to the Concession Agreement), whereby the Concessionaire will design, construct and finance the Project and will be responsible for operation, maintenance and repair of the O&M Segments and other facilities; and,

WHEREAS, MDC and the City have reviewed the RFP documents, including the form of the Concession Agreement; and,

WHEREAS, FDOT has incurred and continues to incur significant costs to develop the Project, including for engineering, technical, legal, financial, insurance and other advisory costs as well as in-house costs; and,

WHEREAS, the Parties have agreed that MDC and the City will each make certain contributions of cash and right of way to fund a portion of the cost of procurement, design, construction, operation and maintenance of the Project; and,

WHEREAS, this Agreement is intended to provide the framework for the Parties to accomplish their respective objectives and to define their respective obligations to facilitate the financing, construction, operation and maintenance of the Project;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals and Exhibits. The foregoing Recitals and the attached Exhibits are incorporated herein and made a part of this Agreement.

2. Definitions.

The capitalized terms listed below have the following meanings:

"Additional Insured Coverage" has the meaning set forth in Section 16.

"Additional Insured Status/Existing Contracts" has the meaning set forth in Section 16.

“Agreement” has the meaning set forth in the first paragraph.

“Annual Rate” means the annual rate of interest paid on funds in the Treasury Special Purpose Investment Account administered by the Florida Department of Financial Services, or its successor.

“Availability Payments” has the meaning set forth in Appendix 1 to the Concession Agreement.

“Base Costs” means Construction Costs plus Soft Costs.

“Capital Costs” means the sum of the Construction Costs, Soft Costs and Extra Costs, including costs of termination as described in Section 6.a., as verified by an audit conducted after Substantial Completion in accordance with the Concession Agreement.

“City” has the meaning set forth in the first paragraph.

“City Annual MAP Contribution” has the meaning set forth in Section 6.c.(1).

“Concept of Operations Report” has the meaning set forth in Appendix 1 to the Concession Agreement.

“Concession Agreement” has the meaning set forth in Recitals.

“Concessionaire” has the meaning set forth in Recitals.

“Construction Costs” means projected construction and design costs for the Project, which as of the effective date hereof are estimated to be, but which may exceed, Six Hundred Nine Million Eight Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Dollars (\$609,888,888).

“Delay Costs” has the meaning set forth in Appendix 1 to the Concession Agreement.

“Direct Costs” means FDOT engineering, financial advisory, legal, insurance advisory, construction, engineering and inspection costs incurred after execution of the Concession Agreement and prior to Substantial Completion, plus Port engineering costs incurred in

connection with review of design submittals related to the work on Dodge Island only. As of the effective date hereof, Direct Costs are estimated to be, but may exceed, Fifty Million Dollars (\$50,000,000).

“Existing Coverage” has the meaning set forth in Section 16.

“Extra Costs” means costs payable by FDOT pursuant to the Concession Agreement in addition to Construction Costs and Soft Costs, including, but not limited to, Extra Work Costs, Delay Costs, payments of Availability Payments prior to achievement of Substantial Completion due to Relief Events, and the amount of Availability Payments due as a result of achievement of Substantial Completion before the substantial completion date included in the Project schedule made part of the Concession Agreement, less net actual recoveries from insurance, letters of credit, other performance guarantees and settlements, and excluding any cost solely and exclusively arising from either FDOT Project Changes or MDC Project Changes.

“Extra Work Costs” has the meaning set forth in Appendix 1 to the Concession Agreement.

“FDOT” has the meaning set forth in the first paragraph.

“FDOT Project Change” means, for purposes of this Agreement only, a change to the Project solely, voluntarily and unilaterally incurred by FDOT of its singular discretion which directly causes Extra Costs to be incurred. Without limiting the foregoing, for purposes of this Agreement only, FDOT Project Changes do not include any other changes to the Project, including without limitation changes arising from or relating to (i) the occurrence of Relief Events, (ii) any acts, omissions, delays or requests of MDC or the City, (iii) any breach or non-performance by the Concessionaire of the Concession Agreement or by MDC or the City of this Agreement, (iv) a change related to making the Project more functional, or (v) an MDC Project Change.

“FEC” has the meaning set forth in Section 9.

“Final Acceptance” means the final completion of the Project, as more fully defined in Appendix 1 to the Concession Agreement.

“Geotechnical Contingency Reserve” means the contingency reserve account (as more fully defined in Appendix 1 to the Concession Agreement) to be created and funded hereunder to fund potential Extra Costs and, in the event of MDC’s non-performance of its obligations under this Agreement, to reimburse FDOT for MDC’s share of any Direct Costs or costs related to early termination of the Concession Agreement.

“MDC” has the meaning set forth in the first paragraph.

“MDC Project Change” means, for purposes of this Agreement only, a change to the Project solely, voluntarily and unilaterally incurred by MDC of its singular discretion which directly causes Extra Costs to be incurred on the Project. This definition of “MDC Project Change” shall be subject to and, to the extent of any conflict, shall be governed by the provisions of Section 5.b. hereof. Without limiting the foregoing, for purposes of this Agreement only, MDC Project Changes do not include any other changes to the Project, including without limitation changes arising from or relating to (i) the occurrence of Relief Events, (ii) any acts, omissions, delays or requests of FDOT or the City, (iii) any breach or non-performance by the Concessionaire of the Concession Agreement or by FDOT or the City of this Agreement, or (iv) an FDOT Project Change.

“MDWSD” has the meaning set forth in Recitals.

“NTP 1” means the notice of proceed from FDOT to the Concessionaire for the commencement of certain work, as more fully defined in Appendix 1 to the Concession Agreement.

“O&M Segments” means those portions of the Project which will be operated and maintained by the Concessionaire after Substantial Completion, as more fully defined in Appendix 1 to the Concession Agreement.

“ORT Facilities” means open road toll facilities that MDC might develop, design, permit, finance, construct, install, operation, maintain, repair and remove, as more fully described in Section 5.c.

“Parties” has the meaning set forth in the first paragraph.

“Port” has the meaning set forth in Recitals.

“Project” has the meaning set forth in Recitals.

“Project Schedule” means the schedule for design and construction of the Project, as more fully defined in Appendix 1 to the Concession Agreement.

“Project Permanent and Temporary Right of Way” has the meaning set forth in Section 7.

“Relief Events” means those events, occurrences and circumstances which potentially entitle Concessionaire to schedule and/or cost relief under the Concession Agreement, as more fully defined in Appendix 1 to the Concession Agreement.

“Reserve Account” has the meaning set forth in Section 6.c.(1)(b).

“Reserve for Relief Events” means the contingency reserve account to be created and funded hereunder and to be used during the Project as a source of payments for Relief Events.

“RFP” has the meaning set forth in Recitals.

“Soft Costs” means insurance and certain soft costs incurred by Concessionaire in connection with construction of the Project, which as of the effective date hereof are estimated to be, but which may exceed, Fifty-Four Million Eight Hundred Thirty-Six Thousand Five Hundred Eighty-Two Dollars (\$54,836,582).

“Substantial Completion” means construction of the Project is substantially complete, as more fully defined in Appendix 1 to the Concession Agreement.

“Tunnel” has the meaning set forth in Recitals.

3. Term. The term of this Agreement will commence on the date of its execution and will terminate on the date both of the following conditions are satisfied: (1) the Concession terminates as defined in the Concession Agreement, and (2) the parties have paid and performed their respective obligations under this Agreement.

4. Project Administration.

a. FDOT, with the financial support of MDC and the City, has undertaken to develop the Project. FDOT, with the involvement of MDC in the evaluation of proposals, has completed a competitive procurement process to select and contract with a Concessionaire to finance, design, construct, operate, maintain, and repair the Project pursuant to the Concession Agreement to be executed by and between FDOT and the Concessionaire. FDOT shall at all times administer, manage, and oversee the Project, the Concessionaire and its Contractors (of all tiers), in accordance with the terms and conditions of the Concession Agreement consistent with FDOT policy, practice and procedure, and in accordance with the applicable Laws of Florida. It is understood by the Parties that MDC and the City have no ownership interest in the Project and that the Project shall be owned by FDOT.

b. FDOT shall assure that, prior to commencing work on the Project, the Concessionaire obtains the performance and payment security required under the Concession Agreement. The Parties agree that in the event that a Court with jurisdiction over FDOT enters a final, non-appealable judgment requiring that different or additional performance and payment security be provided by the Concessionaire than the security required under the Concession Agreement, any additional costs, expenses and fees arising out of or relating to the procurement of such different or additional security shall be borne on a pro-rata basis by FDOT, MDC and the City.

5. Contribution Amounts. Total estimated funding obligations of FDOT, MDC and the City, collectively, are currently estimated to be Nine Hundred Fifteen Million Dollars (\$915,000,000), which is composed of Construction Costs of Six Hundred Nine Million Eight Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Dollars (\$609,888,888), Soft Costs of Fifty-Four Million Eight Hundred Thirty-Six Thousand Five Hundred Eighty-Two Dollars (\$54,836,582), Direct Costs of Fifty Million Dollars (\$50,000,000), the Geotechnical Contingency Reserve of One Hundred Fifty Million Dollars (\$150,000,000), and the Reserve for Relief Events of Fifty Million Two Hundred Seventy-Four Thousand Five Hundred Thirty Dollars (\$50,274,530).

a. **Parties' Contributions.** In accordance with the terms of this Agreement, MDC and the City agree to contribute money and rights of way to the Project as provided in this Agreement, and in the manner described in Section 6. Subject to the limits described in this

Section 5, MDC and the City shall collectively contribute fifty percent (50%) of Direct Costs plus fifty percent (50%) of the Capital Cost of the Project, except for Extra Costs arising solely and exclusively from an FDOT Project Change. In addition, MDC shall contribute fifty percent (50%) of the Geotechnical Contingency Reserve and also fifty percent (50%) of the Reserve for Relief Events. Except as provided herein for MDC Project Changes and costs required to be paid pursuant to Section 5.d., and except as provided in the final sentence of this Section 5.a., the funding obligation of MDC and the City is collectively limited to Four Hundred Fifty-Seven Million Five Hundred Thousand Dollars (\$457,500,000). As detailed in Section 6 of this Agreement, the initial contribution of MDC and the City will total Four Hundred Thirty-Two Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$432,362,735), of which MDC will contribute Three Hundred Seventy-Seven Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty Five Dollars (\$377,362,735, or 87.28%) and the City will contribute Fifty-Five Million Dollars (\$55,000,000, or 12.72%). MDC shall thereafter be wholly (100%) responsible for contributing any additional amounts authorized by this Agreement, up to the collective limit of Four Hundred Fifty-Seven Million Five Hundred Thousand Dollars (\$457,500,000), and the City shall have no obligation beyond its initial contribution of Fifty-Five Million Dollars (\$55,000,000). MDC and the City recognize and agree that the FDOT total allocation shall be limited to Four Hundred Fifty-Seven Million Five Hundred Thousand Dollars (\$457,500,000) for Capital Costs, Direct Costs, the Geotechnical Contingency Reserve, and the Reserve for Relief Events. The Parties recognize that future year amounts will be included in the FDOT work plan as required by law under section 334.30 of the Florida Statutes, subject to annual legislative appropriation as required by law. Furthermore, MDC and the City acknowledge that the cost will be shared between FDOT and MDC/City on a prorated share of 50/50 for the Capital Costs and Direct Costs up to these total amounts. The Parties hereby acknowledge and agree that the amounts set forth in this Section 5.a. are expressed as present value costs in 2007. To the extent payments of these contributions are made in future years and not 2007, the Parties agree that their future obligations shall be adjusted by applying the Annual Rate to any amounts paid after 2007.

b. **Project Changes.** MDC and FDOT recognize and agree that the operation of the Port may change during the term of this Agreement and that such changes and other factors may make it desirable for MDC to propose modifications to the Project. If MDC requests a

MDC Project Change, FDOT and MDC agree to confer to determine the feasibility of such changes, increased costs, schedule and other impacts on the design, construction, operation and maintenance of the Project. Any such changes shall be consistent with and not affect or interfere with FDOT's rights and obligations under the Concession Agreement or performance by Concessionaire of its obligations under the Concession Agreement. MDC shall be responsible for funding the entire cost of accomplishing such MDC Project Changes and any additional operation and maintenance costs resulting therefrom, including amounts directly incurred by FDOT and amounts payable by FDOT under the Concession Agreement. The cost of MDC Project Changes and FDOT Project Changes are not part of the funding obligations created under Section 5.a. of this Agreement; such costs shall be borne by MDC for MDC Project Changes and by FDOT for FDOT Project Changes, over and above their individual funding obligations under Section 5.a. Under no circumstances shall the City be responsible for the cost of any MDC Project Changes or FDOT Project Changes.

c. **ORT Facilities.** FDOT has been informed by MDC that MDC may in the future desire to construct, operate and maintain open road tolling facilities and charge, collect, and retain tolls for the use of the Tunnel and Port Bridge (the "ORT Facilities"). If MDC desires to proceed with the development of the ORT Facilities, MDC must notify FDOT of such decision in writing within two (2) years of the execution of this Agreement. Upon receipt of such notice, FDOT shall provide reasonable assistance to MDC in facilitating MDC's efforts to construct, operate and maintain open-road tolling facilities and to charge, collect, and retain tolls for the use of the ORT Facilities. Any development, funding, design, permitting, construction, operation and maintenance of ORT Facilities by MDC shall be consistent with and not affect or interfere with FDOT's rights and obligations under the Concession Agreement or performance by Concessionaire of its obligations under the Concession Agreement. MDC shall be responsible for all costs and expenses for the funding, design, permitting, federal approval, construction, financing, operation, maintenance, repair, replacement and ultimate removal of the ORT Facilities, and none of such costs and expenses shall constitute or be deemed to be a Project cost.

d. **Costs of Delay.** MDC and the City shall be responsible to FDOT for any Extra Costs, including increases in the Concessionaire's prices, resulting from delays by MDC or the City in discharging their obligations necessary to meet the procurement timeframe

established in the RFP. Such costs shall be in addition to and above the individual funding obligations of the City and MDC described under Section 5.a. FDOT shall notify MDC and the City of any such costs in writing within thirty (30) days after the effective date of the Concession Agreement, and payment shall be due forty-five (45) days after the date of the notice.

6. Local Contribution Schedule. MDC agrees to make an initial contribution in an amount not to exceed Three Hundred Seventy-Seven Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$377,362,735), which includes the donation of right of way valued at Forty-Five Million Dollars (\$45,000,000). The City agrees to contribute Fifty-Five Million Dollars (\$55,000,000), which includes the donation of right of way valued at Five Million Dollars (\$5,000,000) and a cash contribution in the principal amount of Fifty Million Dollars (\$50,000,000), payable in accordance with Section 6.c below. MDC and the City covenant and agree to budget and appropriate in their respective annual budgets, by amendment, if necessary, from non-ad valorem revenues, amounts sufficient to pay its respective cash contribution and all other amounts payable hereunder. Such covenant to budget and appropriate does not create any lien upon or pledge of such non-ad valorem revenues, nor does it preclude MDC or the City from pledging in the future its non-ad valorem revenues, nor does it require MDC to levy and collect any particular non-ad valorem revenues, nor does it give FDOT a prior claim on the non-ad valorem revenues as opposed to claims of general creditors of MDC or the City as applicable.

a. Contribution Commitment. The cash contributions by MDC and the City are irrevocable, unconditional and not subject to refund or repayment except under the following circumstances:

(1) If FDOT in its sole discretion terminates the Project prior to the issuance of NTP 1, the portion of MDC's cash contribution remaining, if any, after FDOT has been reimbursed fifty percent (50%) of both the Direct Costs and the termination payment due the Concessionaire under the Concession Agreement (less the City's pro-rata share of Direct Costs and the termination payment), will be refunded or repaid to MDC, and the City shall remit to FDOT the City's share of both the Direct Costs and the termination payment due at the time of termination to the Concessionaire under the Concession Agreement in accordance with Section 6.c.(3) below.

(2) In acknowledgement and due respect for the financial contributions and anticipated funding sources to be utilized by MDC and the City in their respective funding contributions to the Project, FDOT agrees to provide advance notice to MDC and the City if FDOT determines to terminate the Project at any time prior to the date of Substantial Completion. In the event the Project is terminated prior to Substantial Completion, MDC and the City shall be entitled to any remaining portion of the cash contributions by MDC and the City that are not applied to payment of Direct Costs or fully disbursed or payable by FDOT according to the terms of the Concession Agreement, plus MDC's and the City's pro rata portion of proceeds of insurance actually received by FDOT in the event of a covered loss that causes cancellation of the Project. The Parties acknowledge and agree that (i) under the Concession Agreement, in the case of termination prior to Substantial Completion, FDOT will be required under the Concession Agreement to make certain termination payments to the Concessionaire for the value of the works and, depending on the particular circumstances or termination scenario, pay other qualified costs incurred by the Concessionaire, and (ii) that any such payments are Capital Costs hereunder.

(3) In the event that all of the Geotechnical Contingency Reserve is not expended, fifty percent (50%) of the unexpended remainder will be refunded to MDC; provided, however, that such unexpended funds from the Geotechnical Contingency Reserve may also be used to pay and reimburse to FDOT: (i) the Extra Costs for Relief Events which occur prior to Substantial Completion, except Extra Costs arising solely and exclusively from FDOT Project Changes and MDC Project Changes; (ii) any additional Availability Payments due as a result of achievement of Substantial Completion before the substantial completion date included in the Project schedule made part of the Concession Agreement; (iii) Availability Payments and additional Direct Costs due to Relief Events other than those Relief Event costs paid from the Geotechnical Contingency Reserve; and (iv) in the event of MDC's non-performance of its obligations under this Agreement, to reimburse FDOT for MDC's share of any Direct Costs or costs related to early termination of the Concession Agreement. No MDC funds or City funds will be applied to FDOT Project Changes and no FDOT funds or City funds will be applied to MDC Project Changes.

b. MDC Contribution.

(1) Initial Contribution. MDC shall make an initial total cash contribution of Three Hundred Thirty-Two Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$332,362,735), of which amount One Hundred Seventy-Five Million Dollars (\$175,000,000) shall be due upon the effective date of the Concession Agreement and payable as follows: MDC shall pay One Hundred Million Dollars (\$100,000,000) toward Capital Costs within one hundred twenty (120) days of the effective date of the Concession Agreement, plus interest at the Annual Rate from the effective date of the Concession Agreement; and MDC shall provide Seventy-Five Million Dollars (\$75,000,000) toward the Geotechnical Contingency Reserve in the form of an irrevocable letter of credit (the form and issuer of which is acceptable to FDOT in its sole discretion) delivered to FDOT at the address designated by FDOT on or before the execution date of the Concession Agreement. The One Hundred Fifty-Seven Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollar (\$157,362,735) remaining balance of MDC's total cash contribution of Three Hundred Thirty-Two Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$332,362,735), plus interest accrued thereon at the Annual Rate from the effective date of the Concession Agreement until paid, shall be paid in a single lump sum payment by wire transfer in conformance with the instructions contained in Appendix 1, and without further invoice, notice or demand therefore, on or before ten (10) days prior to the date of Substantial Completion.

(2) Additional Contribution. FDOT will provide notice to MDC of any draws on the Geotechnical Contingency Reserve or on the Reserve for Relief Events. FDOT will provide notice to MDC if it reasonably believes that costs of the Project will increase such that the total of (i) Capital Costs and Direct Costs of the Project to be shared between MDC and the City and (ii) Geotechnical Contingency Reserve and Reserve for Relief Events to be shared by MDC would exceed Four Hundred Thirty-Two Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$432,362,735), in which case MDC shall be responsible for the additional contribution up to the collective limit of Four Hundred Fifty-Seven Million Five Hundred Thousand Dollars (\$457,500,000) as established in Section 5 of this Agreement. Any such additional payment shall be made within forty-five (45) days of written request by FDOT to MDC. MDC will be fully responsible for Extra Costs due to MDC Project Changes, the occurrence of a Relief Event caused by MDC or an act, omission or delay of MDC.

(3) Late Payment. With the exception of the election by MDC to provide its Seventy-Five Million Dollar (\$75,000,000) contribution to the Geotechnical Contingency Reserve in the form of an irrevocable letter of credit and the timely delivery of such letter of credit to FDOT, if MDC fails to make payment of its cash contribution in full on or before the due date, interest shall accrue on all amounts due and owing to FDOT by MDC at the Annual Rate until paid. This section shall not be construed to excuse late payments.

c. **City Cash Contribution.** The City's cash contribution, in the principal amount of Fifty Million Dollars \$50,000,000, plus interest accrued thereon at the Annual Rate from the date of execution of the Concession Agreement, shall be paid as herein provided.

(1) The City shall have the option, in its sole discretion, to make its cash contribution in annual installments during the original term of the Concession Agreement (the "City Annual MAP Contribution") or in a lump sum. The amount of the City Annual MAP Contribution or the Lump Sum shall be calculated as follows:

(a) **Lump Sum.** The lump sum payment shall be in the principal amount of Fifty Million Dollars (\$50,000,000), plus interest accrued thereon at the Annual Rate from the execution date of the Concession Agreement through the date of Substantial Completion. The lump sum payment shall be made within five (5) business days after the date of Substantial Completion, provided the City has elected this option and provided written notice to FDOT of this election, as provided in Section 6.c.(2) below. If the City fails to make payment of the lump sum payment in full on or before the due date, interest shall accrue on all amounts due and owing to FDOT by the City at the Annual Rate until paid.

(b) **Annual Payments.** The City's Annual MAP Contribution shall be calculated as follows:

1. A notional deposit of Fifty Million Dollars (\$50,000,000) would be placed in a reserve account (the "Reserve Account") on the date of execution of the Concession Agreement that will earn interest at the Annual Rate.

2. Sixty (60) days prior to the anticipated date of Substantial Completion, FDOT will notify the City of such pending event and provide a calculation of the annual amount payable from the monies on deposit in the Reserve Account

("City Annual MAP Contribution") within ten (10) days of the anticipated date of Substantial Completion.

3. The actual amount of the City Annual MAP Contribution shall be the amount calculated by FDOT pursuant to Section 6.c.(1)(b)4. below, and shall be due and payable on July 1 of each and every year during the original term of the Concession Agreement, with the exception of the first payment, which shall be pro-rated on the basis of the number of days from the date of Substantial Completion until July 1, and the last payment, which shall be equal to the balance in the Reserve Account as of July 1 immediately prior to the expiration of the original term of the Concession Agreement.

4. FDOT will calculate the City Annual MAP Contribution as that constant amount which could be withdrawn from the Reserve Account each and every year during the original term of the Concession Agreement after Substantial Completion such that the balance in the Reserve Account on the expiration of the original term of the Concession Agreement, taking into account estimated future interest earnings on the amount deposited therein by the City, would be zero. At the City's option, upon electing to make the City Annual MAP Contribution, after receiving notice of the first payment date as set forth in Section 6.c.(1)(b)2. immediately above, FDOT also may calculate the amount that could be withdrawn from the Reserve Account each and every year during the original term of the Concession Agreement, beginning on the date of Substantial Completion, were the withdrawal amount to be adjusted annually to the fixed rate paid by FDOT according to the terms of its inflation hedge of Availability Payments to the Concessionaire, such that the balance in the Reserve Account on the expiration of the original term of the Concession Agreement, taking into account future interest earnings, will be zero.

5. No later than May 1 of each year, FDOT shall notify the City of the City Annual MAP Contribution as recalculated to reflect actual interest earnings as of such date and estimated future interest earnings. The amount of the final City Annual MAP Contribution payable at the expiration of the original term of the Concession Agreement shall be equal to the balance in the Reserve Account.

(c) **Letter of Credit.** To further secure either its lump sum or annual payment obligations hereunder, the City agrees to provide to FDOT an irrevocable letter

of credit from a bank or a financial institution with a rating from either Moody's Investors Service or Standard & Poor's in the second highest rating category by such agency (without regard to gradation) in amount of Fifty Million Dollars (\$50,000,000) in form and substance satisfactory to FDOT and which shall remain in effect as long as the City has obligations hereunder; provided, however that the amount may be reduced annually to reflect the City's outstanding obligations. FDOT must be named as the beneficiary of such letter of credit and FDOT shall be entitled to draw on such letter of credit in the event the City fails to make its contribution hereunder. Such letter of credit must be provided no later than the earlier of (i) thirty days from the date of execution of this Agreement or (ii) the date of execution of the Concession Agreement.

(2) If the City elects to pay the City Contribution in a Lump Sum, it must give written notice to FDOT of this election not later than thirty (30) days after receipt by it of FDOT's notice of the first payment date as set forth in Section 6.c.(1)(b)2. above. Failure to elect the Lump Sum payment option will be deemed acceptance of the City Annual MAP Contribution option.

(3) In the event the Project is terminated by FDOT prior to the date of Substantial Completion, the City shall pay to FDOT the City's prorata share (12.72%) of fifty percent (50%) of the total Direct Costs and Capital Costs so paid or incurred by FDOT up to the date of termination, subject to the limits specified in Section 5 of this Agreement.

d. Application of Local Funds. The cash contributions of MDC and the City and interest accrued thereon shall be applied to Capital Costs and Direct Costs. Nothing herein shall prevent or restrict FDOT from using such funds as collateral or for payments to the Concessionaire upon the achievement of Project milestones as set forth in the Concession Agreement.

e. Credit of Third-Party Recoveries. Any money received by FDOT for the benefit of the Project from a source of security not proffered by MDC or the City, such as insurance proceeds or money from a letter of credit or bond posted by the Concessionaire, shall be credited to the Parties according to their actual pro rata contributions, but shall not be deemed to alter the Parties' contribution obligations or limits as specified in Section 5 of this Agreement.

7. **Right of Way Contribution.** MDC and the City each agrees to grant, convey, assign and transfer to FDOT by temporary construction easements and perpetual easements, substantially in the forms attached to this Agreement, the permanent and temporary right of way required for construction and operation of the Project (“Project Permanent and Temporary Right of Way”) on or before the date of execution of the Concession Agreement. The Parties shall grant, convey, assign and transfer to FDOT such additional temporary construction easements and perpetual easements or modify the descriptions of existing easements as FDOT determines is necessary to accommodate construction of the Project in accordance with approved final design plans and drawings, and execute and deliver such additional instruments as FDOT determines is necessary to evidence and record the granting and conveyance of such easements and interests. MDC and the City each acknowledges that FDOT will grant Concessionaire a right of entry under the Concession Agreement, and any delay in transfer of such interests will cause FDOT to incur additional costs and liabilities to the Concessionaire under the Concession Agreement, and agrees to indemnify and hold harmless FDOT against any such costs and liabilities. In the event that this Agreement terminates in accordance with Section 3, then the Project Permanent and Temporary Right of Way granted, conveyed, assigned and transferred by MDC and the City by temporary construction easements and perpetual easements shall revert to MDC and the City, as applicable, and the parties shall execute and deliver necessary and appropriate instruments and other documents required therefor as provided in Section 18.j. MDC and the City acknowledge and agree that under no circumstances will FDOT have any obligation, responsibility or liability to restore the lands subject to the easements to their condition at the time of the original grants to FDOT pursuant to this Agreement.

a. **Conveyances.** Improvements resulting from the Project are anticipated to impact property owned by MDC, portions of which are leased to various third parties. MDC shall convey these properties to FDOT free of encumbrances and environmental liabilities.

b. Construction Easements and Perpetual Easements.

(1) **MDC Temporary Construction Easements.** MDC grants to FDOT temporary construction easements for the duration of staging for construction, construction, and related construction activities for the Project, as follows:

(a) Parcel 703, as depicted and described on attached composite Exhibit A.

(b) Parcel 704, as depicted and described on attached composite Exhibit B.

(c) Parcel 705, as depicted and described on attached composite Exhibit C.

(2) **MDC Perpetual Easements.** MDC grants to FDOT, in perpetuity and forever binding upon the Parties hereto and their respective personal representatives, administrators, successors and assigns, perpetual easements as follows:

(a) Parcel 802, as indicated and described on attached composite Exhibit D.

(b) Parcel 803, as indicated and described on attached composite Exhibit E.

(c) Parcel 804, as indicated and described on attached composite Exhibit F.

(d) Parcel 805, as indicated and described on attached composite Exhibit G.

(e) Parcel 806, as indicated and described on attached composite Exhibit H.

(3) **City Temporary Construction Easements.** The City grants to FDOT temporary construction easements for the duration of staging for construction, construction, and related construction activities for the Project, as follows:

(a) Parcel 701, as indicated and described on attached composite Exhibit I.

(4) **City Perpetual Easements.** The City grants to FDOT, in perpetuity and forever binding upon the Parties hereto and their respective personal representatives, administrators, successors and assigns, perpetual easements as follows:

(a) Parcel 800, as indicated and described on attached composite Exhibit J.

(b) Parcel 801, as indicated and described on attached composite Exhibit K.

(5) **Right of Entry.** In addition to the above temporary construction easements, MDC shall provide Concessionaire and its Contractors with reasonable access to MDC owned property appurtenant and adjacent to the Project as needed from time-to-time for performance of the Work contemplated by the Concession Agreement.

8. Utility Relocation Issues.

a. **MDC-Owned Utilities.** The Concessionaire, pursuant to the terms of the Concession Agreement, will relocate all MDC-owned utilities (fiber optic, water main, water laterals, sewer lines, and sewer laterals) impacted by the Project. Upon relocation and acceptance of the relocation of the MDC-owned utilities by MDC, such utilities will be operated and maintained by MDC. The location and installation of new or replacement MDC-owned utilities and the operation and repair of MDC-owned utilities shall not interfere with the construction, operation or maintenance of the Project.

b. **Privately Owned Utilities.** The Parties understand that Florida Power & Light and Bellsouth, with respective reservations of rights to seek compensation, will relocate their utility lines impacted by the Project prior to construction.

9. **FEC Railroad.** The existing Florida East Coast Railroad ("FEC") railroad spurs within the Project limits will be relocated by the Concessionaire at its costs, in accordance with the plans set forth in the RFP specifications in kind to serve the Port. The Port shall execute agreements and documents necessary with Concessionaire relating to such relocation work. Such relocation will be coordinated with FEC and the Port to accommodate existing railroad and port operations and existing railroad usage patterns. In the event that FEC or the Port requires betterment to the existing level of service, the costs of said betterments will be borne by FEC or

the Port. In no case will FDOT or the Concessionaire bear any of costs relating to such betterments.

10. Operations and Maintenance (O&M).

a. The Concessionaire's Roadway & Facilities O&M limits are defined as from the beginning of U-wall section on Watson Island to the end of the U-wall section on Dodge Island, including bored tunnel, cut-and-cover tunnel and U-wall structures. These areas include maintenance of all items within the boundaries that are furnished and installed by the Concessionaire.

b. The Roadway and Ancillary Facilities O&M limits also include the following:

- (1) Watson Island Substation Facility;
- (2) Dodge Island Operations Support Facility;
- (3) Dodge Island Maintenance/Garage Facility;
- (4) All portal flood gate structures, cross passageways/egress stair facilities, tunnel low point pump stations, all storm water pump stations, all parking areas and driveways to these facilities;

(5) TSCS equipment installed by the Concessionaire that is located within one mile of the Project Limits; and

(6) O&M of the interconnecting conduits, raceways, pipe, utilities, cable, manholes, pull boxes, and other components installed by the Concessionaire that connect to remote facilities that the Concessionaire is required to maintain. Examples include: Piping, conduits etc, from the Operations Support Facility to remote pump stations; conduit, cable, wiring, raceways, etc, from the Operations Support Facility to TSCS equipment located outside of the Roadway and Ancillary Facilities O&M Limits.

c. Landscape Maintenance Limits. The landscape maintenance areas are defined by the following:

- (1) Watson Island

(a) Area bounded, on the south side by the southern Frontage Road and on the north side by the northern frontage road, including the Watson Island Substation Facility, all as defined in the Concession Agreement; and

(b) Any other landscaped area or islands that are created within the parking lots and driveways of the areas described.

(2) Dodge Island: Landscaping adjacent and appurtenant to:

(a) Portal/Flood Gate structure;

(b) The Dodge Island Maintenance Facility/Garage;

(c) The Dodge Island Operations Support Facility;

(d) The Egress Stair headhouses; and

(e) Any other landscaped area or islands that are created within the parking lots and driveways of the areas described.

11. Emergency Response.

a. The limits of incident response include the areas listed above as Concessionaire O&M and areas listed above as MDC O&M, respectively.

b. Incidents are categorized in five levels of response:

(1) Level 1: Breakdown or minor accident (no injuries) in one travel lane. Tunnel closure not required.

(2) Level 2: Single vehicle accident (with injuries) and one travel lane blocked. Tunnel closure of one lane or possibly one bore.

(3) Level 3: Multiple vehicle accident (with multiple injuries) and all travel lanes blocked. No major threat of explosion, fire or hazards. Tunnel closure of one bore.

(4) Level 4: Multiple vehicle accident (multiple injuries/fatalities) and tunnel bore blocked. Potential threat of fire, explosion, hazardous airborne material, and water contamination. May require evacuation of motorists. Tunnel closure of both bores.

(5) Level 5: Conditions same as Level 4 except that all travel lanes in one direction, plus one or more travel lanes in the opposite direction must be closed. Tunnel closure of both bores.

c. Concessionaire will provide 24/7 monitoring of the incident areas described above. Concessionaire's operators will monitor the facility under a 5-minute incident detection and response protocol. Based on operating procedures the operator shall notify the appropriate emergency response personnel. At a minimum, notifications will include the following and any other entities designated by the Parties:

- (1) Florida Highway Patrol
- (2) Miami-Dade County Police Department
- (3) Miami-Dade County Fire Department
- (4) City of Miami Fire Department
- (5) City of Miami Police Department
- (6) FDOT Road Rangers
- (7) Concessionaire's Maintenance Staff/First Response Team

d. The Concessionaire will provide a First Response Team with required special equipment. The First Response Team will take command of incidents until the arrival of law enforcement or fire department personnel.

e. Fire/Life Safety Emergency. An Emergency Response Plan will be developed by the Miami-Dade County Fire Department and the City of Miami Fire Department during the design stage of the Project based upon review of the construction plans developed by the Concessionaire. Due to the infinite number of possible scenarios, either or both fire departments may be called to an emergency. Emergency response procedures will be developed by the Parties in conjunction with the Concessionaire.

12. Coordination. The Parties have exchanged information and reached agreement on aspects of the Project that will require continued cooperation and coordination, and the Concession Agreement and RFP documents were prepared in reliance on understandings and arrangements between the various public and private partners in the Project. MDC and the City

each agrees that it will provide all reasonable and appropriate assistance necessary to enable FDOT to perform and observe its obligations and covenants under the Concession Agreement and RFP documents. MDC and the City each agrees to use reasonable efforts to provide information, data and the services and testimony of officials and employees to assist FDOT and the Concessionaire to obtain required government approvals and authorizations. MDC and the City each agrees to act with diligence in its review, evaluation, processing or issuing of any approvals and authorizations within its jurisdiction for the Project.

13. Direction to Third Parties. The Parties agree that the construction activities performed on the construction easements are significant and an integral part of the Project. As a result, MDC and the City will each ensure that all third parties claiming any right to use any of the construction easements granted by it do not interfere with the activities of the Concessionaire and its contractors and subcontractors and comply with all reasonable demands and requests made by FDOT concerning such use.

14. Ingress/Egress. FDOT, Concessionaire and their respective constructors, subcontractors, vendors and consultants will have ingress and egress to and from the construction easements at all times and will secure such areas in a safe manner. MDC and the City will each reasonably secure areas within properties currently occupied by them, which are in close proximity to the construction easements and which are accessible to the traveling public. MDC and the Port are responsible for expediting any security arrangements necessary for the Concessionaire and its contractors and subcontractors to gain access to the construction sites for the Project in order to deliver the Project efficiently and as contemplated in the Project Schedule.

15. Leases and Contracts. Upon the signing of this Agreement, MDC and the City each represents that it has no knowledge of any leases, contracts, or agreements that would interfere with the performance of this Agreement and consummation of the transactions constituted hereunder, or of any outstanding uncured defaults pursuant to any leases, contracts and agreements affecting MDC properties or City properties. Should MDC or the City become aware of any such defaults, it will promptly notify FDOT and undertake to promptly cure or rectify such defaults.

16. Insurance. The Parties agree that prior to the execution of any future contract, other than the Concession Agreement, with consultants, contractors or other third parties for (a) the design, construction, staging of construction or related construction activities for the Tunnel and related road and highway improvements, or (b) the relocation of certain utilities affecting the Project, they shall cooperate in establishing the types and amounts of insurance coverage required. The Parties also agree to cooperate in approving the A.M. Best's Financial Strength Rating (or comparable rating for insurers not rated by A.M. Best that are acceptable to FDOT) for such insurance company and shall at a minimum show FDOT, MDC and the City, their respective employees, members, officers, agents, and successors as additional insureds under such coverage, except in the case of professional liability insurance and workers' compensation insurance ("Additional Insured Coverage"). The Additional Insured Coverage may include, but is not limited to: (a) commercial general liability insurance and property damage liability insurance; (b) automobile liability insurance; (c) FDOT, MDC and City protective liability insurance, if applicable; (d) railroad and utility owner protective liability insurance, if applicable; and (e) builder's risk insurance, if applicable. All insurance requirements for the Additional Insured Coverage shall be applicable to any consultant, subconsultant, prime contractor, independent contractor, sub-contractor, supplier, vendor or other private entity providing services, material, equipment or other work for any of the activities related to the construction of the Project, except for insurance provisions and requirements of existing contracts. For insurance coverage provided under existing FDOT contracts for any work regarding the MDC Construction Easements ("Existing Coverage"), FDOT shall obtain additional insured status for MDC under the Existing Coverage ("Additional Insured Status/Existing Contracts"). FDOT shall inform MDC of any costs incurred in obtaining the Additional Insured Status/Existing Contracts, as well as any increased costs for providing any portion of the Additional Insured Coverage that exceeds FDOT's standard requirements in new contracts, and MDC agrees to compensate FDOT for same. Should MDC not agree to compensate FDOT for same, FDOT shall have no obligation to provide MDC with Additional Insured Status/Existing Contracts, or any portion of the Additional Insured Coverage that exceeds FDOT's standard requirement, whichever is applicable.

17. Post Concession Agreement. The Concession Agreement has a term of thirty-five (35) years, but the term may be extended or be subject to early termination under certain

circumstances. FDOT will use reasonable efforts to provide MDC and the City advance notice of the early termination of the Concession Agreement. FDOT and MDC agree to confer on any changes to the operation and maintenance of the Project that FDOT reasonably anticipates might arise out of the take-over of the O&M of the areas identified in Section 10. of this Agreement by FDOT or the transfer of the Project to another Concessionaire.

18. Miscellaneous.

a. **Notices.** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be delivered or sent, with copies indicated, by personal delivery, certified mail, fax or overnight delivery service to all Parties as follows (or at such other address as a party shall specify by notice given pursuant to this Section 18):

To FDOT:

Florida Department of Transportation
1000 N.W. 111th Avenue, Room 6207
Miami, Florida 33172-5800
Attention: Director of Transportation
Development

With a copy to each to:

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

To the MDC:

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

With a copy to:

Office of the County Attorney
Stephen P. Clark Center
111 N.W. First Street, Suite 2810
Miami, Florida 33128

To the City:

City Hall
3500 Pan American Drive
Miami, FL 33133
Attention: City Manager

With a copy to:

Office of the City Attorney
444 SW 2nd Avenue, Suite 945
Miami, Florida 33130
Attention: City Attorney

Each notice shall be deemed given and received on the day of personal delivery or one business day after its delivery other than by personal delivery to the address for the respective party with the copies indicated, as provided in this Section 18.

b. **Entire Agreement.** This Agreement and the documents that are exhibits to this Agreement contain the entire agreement between the Parties with respect to the subject matter herein, and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

c. **Amendment.** No amendment or modification of this Agreement shall be valid unless in writing and duly executed by the Parties. Through mutual agreement, the County Manager, District Secretary and City Manager are empowered to refine this Agreement through minor amendments without further review by the Board of County Commissioners and the City Commission.

d. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective representatives, successors and assigns.

e. **Waiver.** Waiver by a Party of any breach of any provisions of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

f. **Captions.** The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

g. **Construction.** In the construction of this Agreement, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular and the masculine, feminine and neuter genders include all other genders. The

Parties agree that no single Party shall be deemed the author of this Agreement, and that the Agreement shall not be construed more or less strictly against one Party than against another.

h. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, the Parties shall, to the extent possible, negotiate a revised provision which (a) complies with applicable law, (b) does not alter any of the substantive rights, obligations or liabilities of any party under this Agreement, (c) confers upon the Parties the benefits intended to be conferred by the invalid provision, and (d) is mutually acceptable to the Parties; and the remaining provisions of this Agreement, if capable of substantial performance, shall be enforced as if this Agreement was entered into without the invalid provision.

i. **Absence of Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

j. **Other Documents.** The Parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement; provided, however, that the Parties acknowledge that certain additional actions by MDC and the City may require approval by the Board of County Commissioners and the City Commission, as applicable, and, to the extent such approval is required by law or ordinance, obtaining such approval shall be a condition to MDC's and the City's obligations under this Section. Notwithstanding the foregoing or any provision of this Agreement to the contrary, the obligation of MDC and the City to make payments under Sections 5 and 6 of this Agreement shall be unconditional except as provided in those Sections.

k. **Governing Law.** This Agreement and its interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this

Agreement or arising from or relating to this Agreement shall lie exclusively in Miami-Dade County, Florida.

l. **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and which, taken together, shall be deemed to be one agreement.

m. **Binding Affect on Component Departments of MDC and the City.** MDC and the City each acknowledges and agrees that this Agreement shall constitute the binding and enforceable obligation of the various component departments of MDC and the City, respectively, including, but not limited to, the Port and MDWSD.

n. **Time of Essence.** Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

[Signature Page follows - Remainder of Page Intentionally Blank]

Dated and executed by the Parties as of _____, 2007.

Attest:

MIAMI-DADE COUNTY
A political subdivision of the State of Florida

Harvey Ruvin, CLERK

By: _____

By: _____

George M. Burgess
County Manager

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

Assistant County Attorney

Attest:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary

By: _____

John Martinez, P.E.
District Secretary

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

District General Counsel

Attest:

CITY OF MIAMI

Name/Title

By: _____

Name
Title

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

Name/Title

08-TE.11-06/98

This instrument prepared by,
or under the direction of,
D. Michael Schloss, Esq.
District General Counsel
State of Florida
Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172
November 29, 2006 - NE

Parcel No. : 703.1(05-29-07)
Item/Segment No. : 2511562
Managing District : 6

TEMPORARY EASEMENT

THIS EASEMENT, made this _____ day of _____, 20 _____, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, grantor, to the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of **be used as staging area to store equipment and materials**, in, upon, over and through the following described land in Miami-Dade County, Florida, described as follows, viz:

Parcel 703

FIN No. 2511562

Portions of Section 6, Township 54 South, Range 42 East of Miami Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map book 56 at page 71 of the Public Records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the Southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the Right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91 feet to the point of curvature of a circular curve concave to the Northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the Right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 838.96 feet; thence S04°44'58"E for 103.04 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence S65°07'56"E for 365.76 feet; thence S53°41'57"E for 16.17 feet; thence S03°19'33"W for 22.73 feet; thence S20°01'27"E for 36.55 feet; thence S24°59'50"W for 52.47 feet; thence S65°00'10"E for 19.32 feet; thence S24°59'50"W for 9.96 feet; thence S55°47'48"W for 108.89 feet; thence N73°51'36"W for 120.10 feet; thence N64°41'42"W for 146.14 feet; thence N64°54'00"W for 115.37 feet; thence N25°11'28"E for 222.77 feet to the POINT OF BEGINNING.

Said lands containing 2.06 acres more or less.

THIS EASEMENT is granted upon the condition that any work performed upon the above described land shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that the existing structural improvements will not be damaged.

39

THIS EASEMENT shall be for a period of _____ Months commencing on the date the State of

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____

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

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

By: _____

Its Chair (or Vice-Chair)

(Address)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____
20____, by _____, Chairperson (or Vice-Chairperson), who is personally
known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any: _____

08-TE.12-06/98

This instrument prepared by,
or under the direction of,
D. Michael Schloss, Esq.
District General Counsel
State of Florida
Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172
November 29, 2006 - NE

Parcel No. : 703.1(05-29-07)
W.P.L./ Segment No.: 2511562
Managing District: 6

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. **A-1-A**, Section No. **2511562**, in Miami-Dade County, Florida: and

WHEREAS, it is necessary that certain lands now owned by Miami-Dade County be used temporarily by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a temporary easement, or easements, in favor of the State of Florida Department of Transportation, for the purpose of **be used as staging area to store equipment and materials**, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Miami-Dade County, that the application of the State of Florida Department of Transportation for a temporary easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a temporary easement, or easements, in favor of the State of Florida Department of Transportation, in Miami-Dade County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Tallahassee, Florida.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Miami-Dade County, Florida, at a meeting held on the ____ day of _____, 20 ____.

ATTEST: _____
Clerk (or Deputy Clerk) of the Circuit Court

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

(Affix County Seal)

41

By: _____

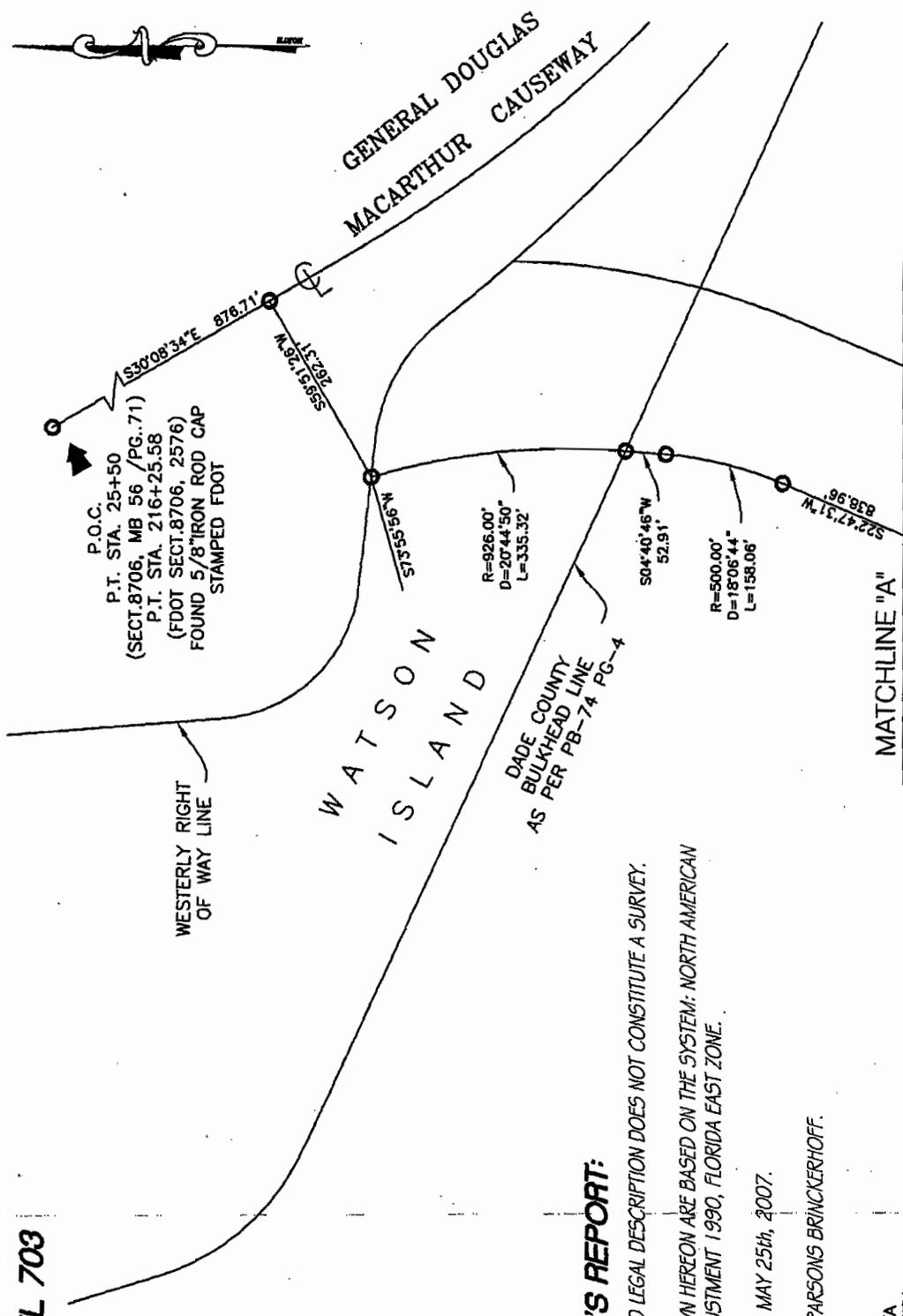
Its Chair (or Vice-Chair)

Portions of Section 6, Township 54 South, Range 42 East of Miami Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map book 56 at page 71 of the Public Records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the Southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the Right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91 feet to the point of curvature of a circular curve concave to the Northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the Right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 838.96 feet; thence S04°44'58"E for 103.04 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence S65°07'56"E for 365.76 feet; thence S53°41'57"E for 16.17 feet; thence S03°19'33"W for 22.73 feet; thence S20°01'27"E for 36.55 feet; thence S24°59'50"W for 52.47 feet; thence S65°00'10"E for 19.32 feet; thence S24°59'50"W for 9.96 feet; thence S55°47'48"W for 108.89 feet; thence N73°51'36"W for 120.10 feet; thence N64°41'42"W for 146.14 feet; thence N64°54'00"W for 115.37 feet; thence N25°11'28"E for 222.77 feet to the POINT OF BEGINNING.

Said lands containing 2.06 acres more or less.

**NOT A FIELD SURVEY
PARCEL 703**



SURVEYOR'S REPORT:

1. THIS SKETCH AND LEGAL DESCRIPTION DOES NOT CONSTITUTE A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM: NORTH AMERICAN DATUM 1983 ADJUSTMENT 1990, FLORIDA EAST ZONE.
3. DATE PREPARED: MAY 25th, 2007.
4. PREPARED FOR PARSONS BRINCKERHOFF.

LEGEND:

- D - DELTA
- L - LENGTH
- LB - LICENSED BUSINESS
- MB - MAP BOOK
- PB - PLAT BOOK
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PT - POINT OF TANGENCY
- R - RADIUS
- STA. - STATION
- S.R. - STATE ROAD

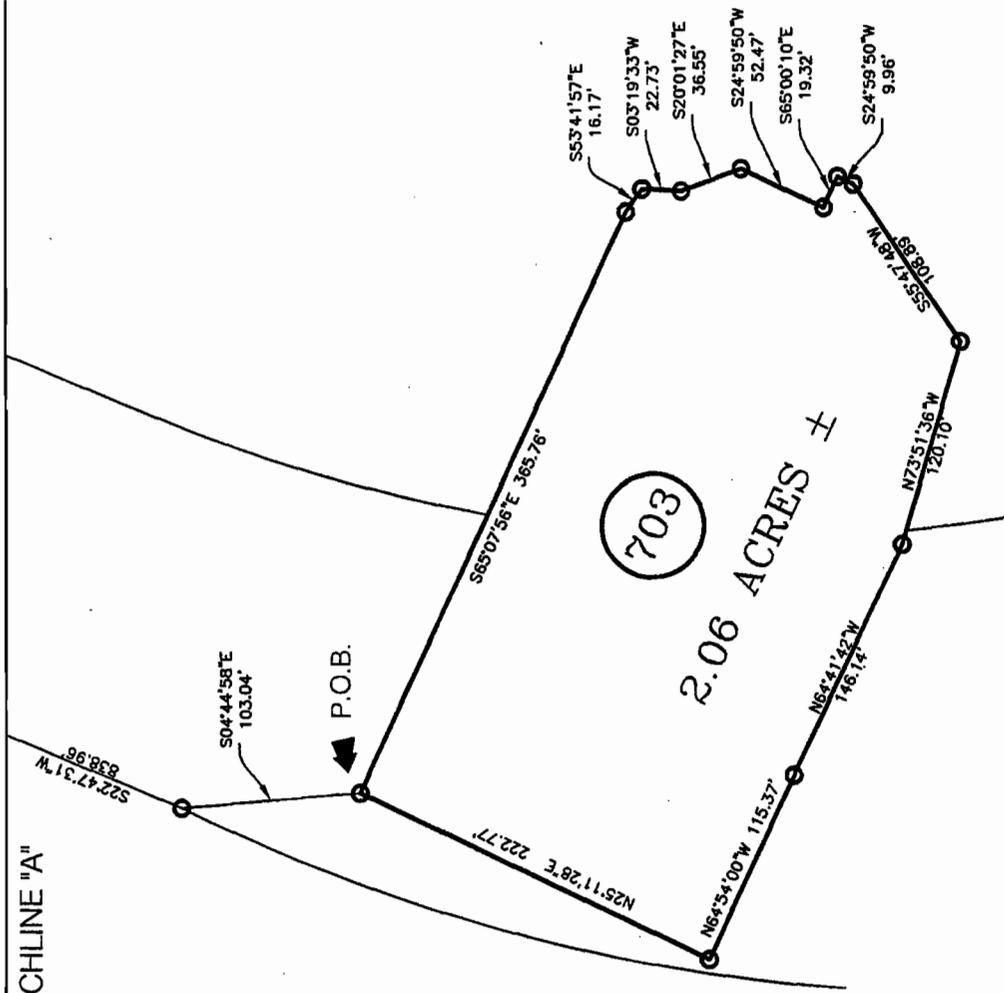
SKETCH AND LEGAL DESCRIPTION

MANUEL G. VERA AND ASSOCIATES, INC.		TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
ENGINEERS-SURVEYORS & MAPPERS		PN No.: 2511562	SCALE: 1"=200'
13960 S.W. 47th ST. MIAMI, FLORIDA 33175		DATE: 05-25-07	SHEET: 1 OF 3
PHONE: (305) 221-6210 FAX: (305) 221-1295		DRAWN BY: C.E.A.	

LICENSED BUSINESS No. 2439

NOT A FIELD SURVEY
PARCEL 703

MATCHLINE "A"



LEGEND:

- D - DELTA
- L - LENGTH
- LB - LICENSED BUSINESS
- MB - MAP BOOK
- PB - PLAT BOOK
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PT - POINT OF TANGENCY
- R - RADIUS
- STA. - STATION

SKETCH AND LEGAL DESCRIPTION

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
FM No.: 2511562	
DATE: 05-25-07	SCALE: 1"=100'
DRAWN BY: C.E.A.	SHEET: 2 OF 3

MANUEL G. VERA AND ASSOCIATES, INC.
ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 FAX: (305) 221-1295

LICENSED BUSINESS No. 2439

44

LEGAL DESCRIPTION:

PORTIONS OF SECTION 6, TOWNSHIP 54 SOUTH, RANGE 42 EAST OF MIAMI-DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A POINT SHOWN MARKED BY A 5/8" DIAMETER IRON ROD AND CAP STAMPED DOT, SHOWN AS P.T. STA. 25+50 ON THE "OFFICIAL MAP OF LOCATION AND SURVEY OF A PORTION OF SECTION 8706, DESIGNATED AS PART OF STATE ROAD A-1-A IN MIAMI-DADE COUNTY, FLORIDA", PREPARED BY THE STATE ROAD DEPARTMENT OF THE STATE OF FLORIDA, AS RECORDED IN MAP BOOK 56 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S30°08'34"E ALONG THE CENTERLINE OF GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR 876.71 FEET; THENCE S59°51'26"W FOR 262.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL DOUGLAS MAC ARTHUR CAUSEWAY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 926.00 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIAL BEARING OF 573°55'56"W AND THROUGH A CENTRAL ANGLE OF 20°44'50" FOR AN ARC DISTANCE OF 335.32 FEET TO THE POINT OF TANGENCY; THENCE S04°40'46"W FOR 52.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 18°06'44" FOR AN ARC DISTANCE OF 158.06 FEET TO THE POINT OF TANGENCY; THENCE S22°47'31"W FOR 838.96 FEET; THENCE S04°44'58"E FOR 103.04 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE S65°07'56"E FOR 365.76 FEET; THENCE S53°41'57"E FOR 16.17 FEET; THENCE S03°19'33"W FOR 22.73 FEET; THENCE S20°01'27"E FOR 36.55 FEET; THENCE S24°59'50"W FOR 52.47 FEET; THENCE S65°00'10"E FOR 19.32 FEET; THENCE S24°59'50"W FOR 9.96 FEET; THENCE S55°47'48"W FOR 108.89 FEET; THENCE N73°51'36"W FOR 120.10 FEET; THENCE N64°41'42"W FOR 146.14 FEET; THENCE N64°54'00"W FOR 115.37 FEET; THENCE N25°11'28"E FOR 222.77 FEET TO THE POINT OF BEGINNING.
SAID LANDS CONTAINING 2.06 ACRES MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MANUEL G. VERA, J.
PROFESSIONAL SURVEYOR AND MAPPER #5291
STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

05/25/07

MANUEL G. VERA AND ASSOCIATES, INC.
ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 FAX: (305) 221-1295

PARCEL 703
LICENSED BUSINESS No. 2439

TYPE OF PROJECT:	SKETCH & LEGAL DESCRIPTION	
FN No.:	2511562	
DATE:	05-25-07	SCALE N/A
DRAWN BY:	C.E.A.	SHEET 3 OF 3

45

TEMPORARY EASEMENT

THIS EASEMENT, made this _____ day of _____, 20 _____, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of **be used as staging area to store equipment and materials**, in, upon, over and through the following described land in Miami-Dade County, Florida, described as follows, viz:

Parcel 704

FIN No. 2511562

Portions of Section 6, Township 54 South, Range 42 East of Miami Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami Dade county, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map book 56 at page 71 of the Public Records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the Southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the Right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91 feet to the point of curvature of a circular curve concave to the Northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the Right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 838.96 feet; thence S75°59'54"W for 1569.45 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence S25°14'42"W for 392.08 feet; thence N38°43'55"W for 398.18 feet; thence N24°51'07"E for 282.53 feet; thence S67°26'41"E for 55.09 feet; thence S08°21'12"E for 82.09 feet; thence S64°54'03"E for 259.29 feet to the POINT OF BEGINNING.

Said lands containing 2.62 acres more or less.

THIS EASEMENT is granted upon the condition that any work performed upon the above described land shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that the existing structural improvements will not be damaged.

THIS EASEMENT shall be for a period of _____ Months commencing on the date the State of Florida, Department of Transportation becomes the owner of this easement.

Its Chair (or Vice-Chair)

(Address)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____
20____, by _____, Chairperson (or Vice-Chairperson), who is personally
known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any: _____

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. A-1-A, Section No. 2511562, in Miami-Dade County, Florida: and

WHEREAS, it is necessary that certain lands now owned by Miami-Dade County be used temporarily by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a temporary easement, or easements, in favor of the State of Florida Department of Transportation, for the purpose of **be used as staging area to store equipment and materials**, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Miami-Dade County, that the application of the State of Florida Department of Transportation for a temporary easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a temporary easement, or easements, in favor of the State of Florida Department of Transportation, in Miami-Dade County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Tallahassee, Florida.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Miami-Dade County, Florida, at a meeting held on the ____ day of _____, 20 ____.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

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

By: _____

Its Chair (or Vice-Chair)

(Address)

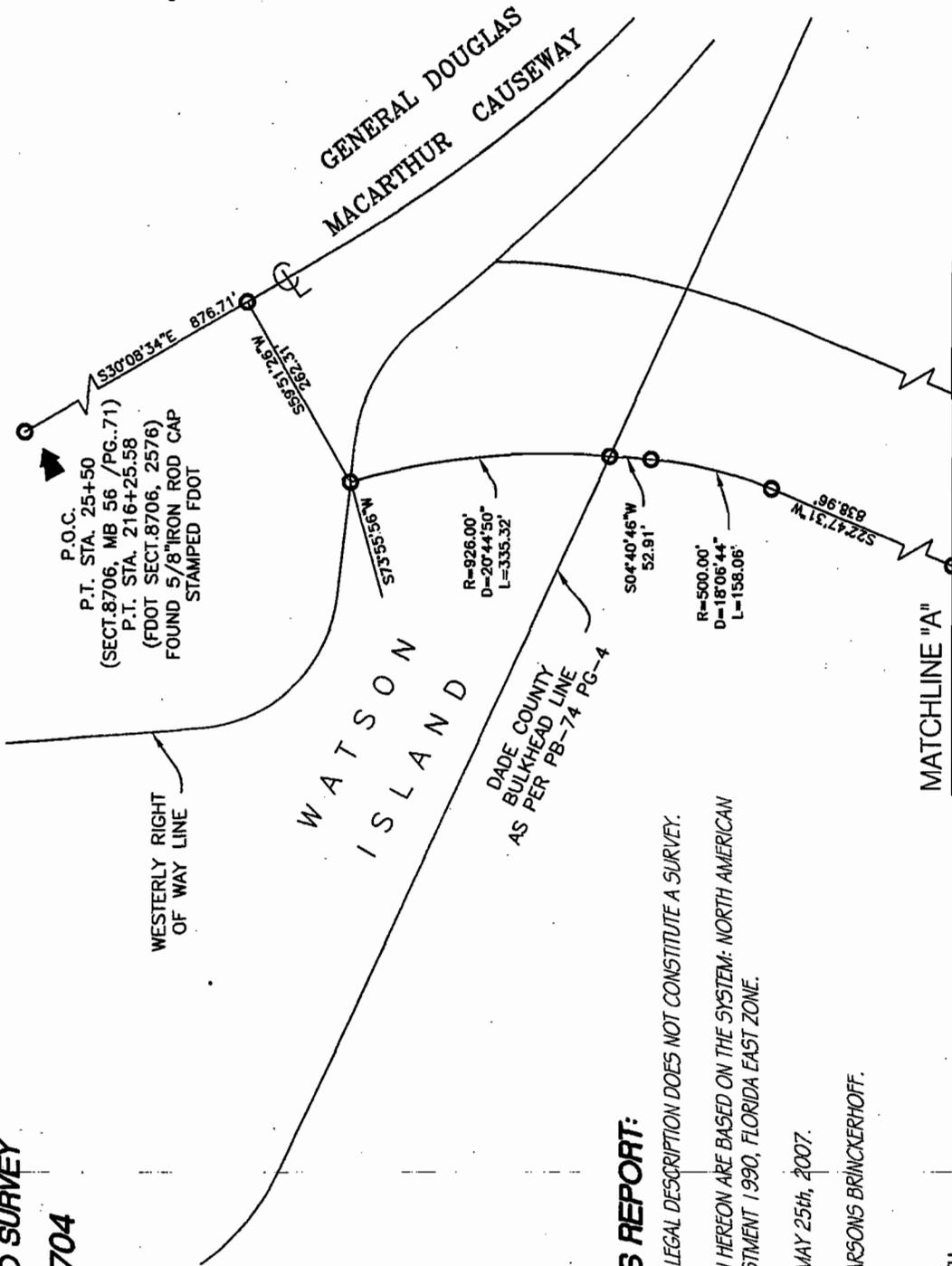
Portions of Section 6, Township 54 South, Range 42 East of Miami Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami Dade county, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map book 56 at page 71 of the Public Records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the Southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the Right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91 feet to the point of curvature of a circular curve concave to the Northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the Right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 838.96 feet; thence S75°59'54"W for 1569.45 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence S25°14'42"W for 392.08 feet; thence N38°43'55"W for 398.18 feet; thence N24°51'07"E for 282.53 feet; thence S67°26'41"E for 55.09 feet; thence S08°21'12"E for 82.09 feet; thence S64°54'03"E for 259.29 feet to the POINT OF BEGINNING.

Said lands containing 2.62 acres more or less.

NOT A FIELD SURVEY

PARCEL 704



SURVEYOR'S REPORT:

1. THIS SKETCH AND LEGAL DESCRIPTION DOES NOT CONSTITUTE A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM: NORTH AMERICAN DATUM 1983 / ADJUSTMENT 1990, FLORIDA EAST ZONE.
3. DATE PREPARED: MAY 25th, 2007.
4. PREPARED FOR PARSONS BRINCKERHOFF.

LEGEND:

- D - DELTA
- L - LENGTH
- LB - LICENSED BUSINESS
- MB - MAP BOOK
- PB - PLAT BOOK
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PT - POINT OF TANGENCY
- R - RADIUS
- STA. - STATION
- S.R. - STATE ROAD

SKETCH AND LEGAL DESCRIPTION

MANUEL GIVERA AND ASSOCIATES, INC.

ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 FAX: (305) 221-1295

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION

FW No.: 2511562

DATE: 05-25-07

DRAWN BY: C.E.A.

SCALE

1"=200'

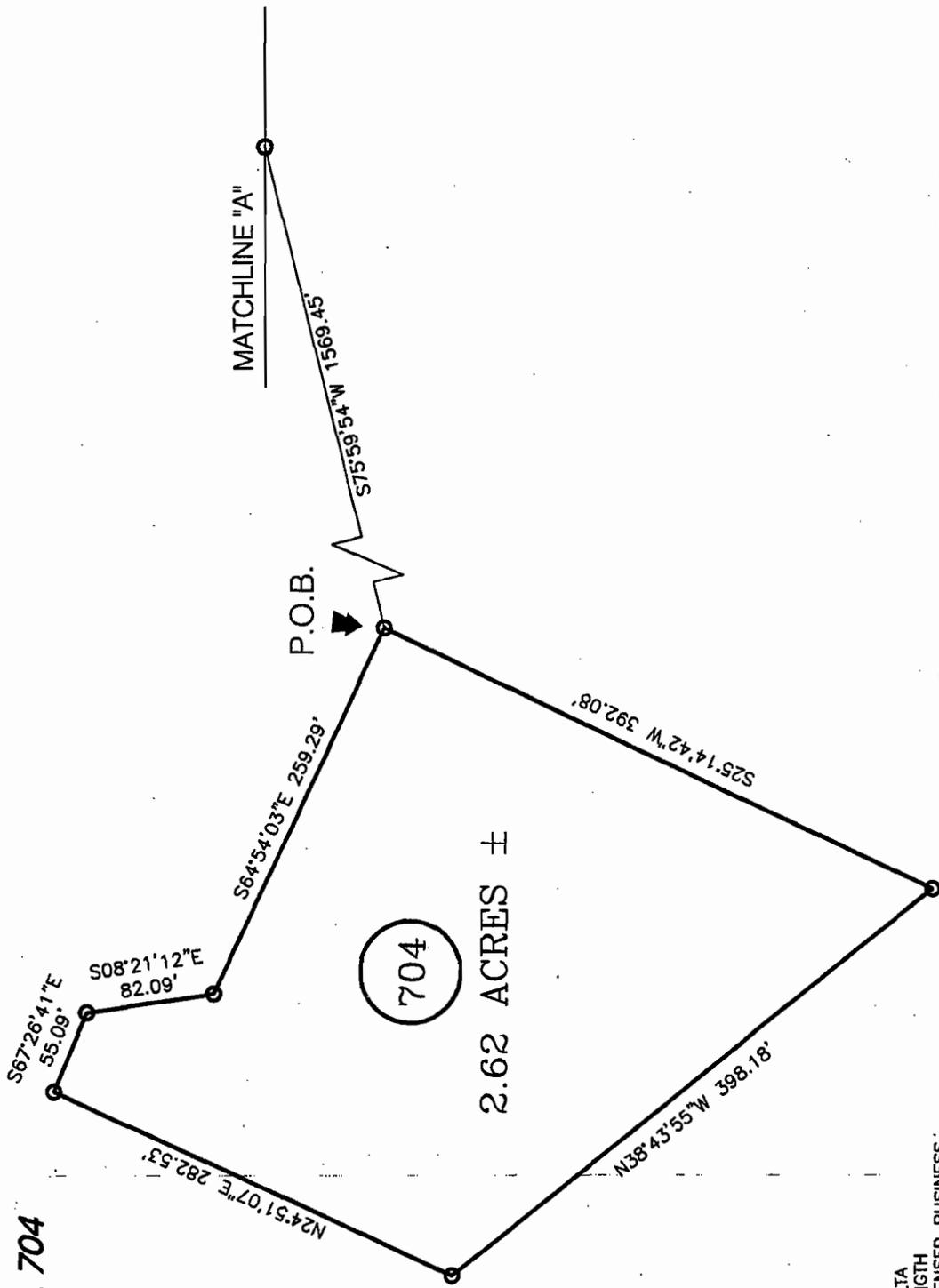
SHEET

1 OF 3

LICENSED BUSINESS No. 2439

NOT A FIELD SURVEY

PARCEL 704



704

2.62 ACRES ±

P.O.B.

MATCHLINE "A"



LEGEND:

- DELTA
- LENGTH
- LICENSED BUSINESS
- MAP BOOK
- PLAT BOOK
- PAGE
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- POINT OF TANGENCY
- RADIUS
- STATION

SKETCH AND LEGAL DESCRIPTION

MANUEL GIVERA AND ASSOCIATES, INC.
 ENGINEERS-SURVEYORS & MAPPERS
 13960 S.W. 47th ST. MIAMI, FLORIDA 33175
 PHONE: (305) 221-6210 FAX: (305) 221-1295

TYPE OF PROJECT:	SKETCH & LEGAL DESCRIPTION
FW No.:	2511562
DATE:	05-25-07
DRAWN BY:	C.E.A.
SCALE:	1"=100'
SHEET:	2 OF 3

LICENSED BUSINESS No.2439

15

LEGAL DESCRIPTION:

PORCTIONS OF SECTION 6, TOWNSHIP 54 SOUTH, RANGE 42 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT SHOWN MARKED BY A 5/8" DIAMETER IRON ROD AND CAP STAMPED DOT, SHOWN AS P.T. STA. 25+50 ON THE "OFFICIAL MAP OF LOCATION AND SURVEY OF A PORTION OF SECTION 8706, DESIGNATED AS PART OF STATE ROAD A-1-A IN MIAMI-DADE COUNTY, FLORIDA", PREPARED BY THE STATE ROAD DEPARTMENT OF THE STATE OF FLORIDA, AS RECORDED IN MAP BOOK 56 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S30°08'34"E ALONG THE CENTERLINE OF GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR 876.71 FEET; THENCE S59°51'26"W FOR 262.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL DOUGLAS MAC ARTHUR CAUSEWAY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 926.00 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIAL BEARING OF 57°55'56"W AND THROUGH A CENTRAL ANGLE OF 20°44'50" FOR AN ARC DISTANCE OF 335.32 FEET TO THE POINT OF TANGENCY; THENCE S04°40'46"W FOR 52.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 18°06'44" FOR AN ARC DISTANCE OF 158.06 FEET TO THE POINT OF TANGENCY; THENCE S22°47'31"W FOR 838.96 FEET; THENCE S75°59'54"W FOR 1569.45 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE S25°14'42"W FOR 392.08 FEET; THENCE N38°43'55"W FOR 398.18 FEET; THENCE N24°51'07"E FOR 282.53 FEET; THENCE S67°26'41"E FOR 55.09 FEET; THENCE S08°21'12"E FOR 82.09 FEET; THENCE S64°54'03"E FOR 259.29 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 2.62 ACRES MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MANUEL G. VERA, JR.
PROFESSIONAL SURVEYOR AND MAPPER #5291
STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

05/25/07

MANUEL G. VERA AND ASSOCIATES, INC.
ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 FAX: (305) 221-1295

PARCEL 704

LICENSED BUSINESS No.2439

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
FBI No.: 2511562	SCALE N/A
DATE 05-25-07	SHEET 3 OF 3
DRAWN BY: C.E.A.	

52

TEMPORARY EASEMENT

THIS EASEMENT, made this _____ day of _____, 20 _____, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, grantor, to the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for **the purpose of having an overall temporary construction area at Dodge Island required for all roadway and tunnel construction related activities**, in, upon, over and through the following described land in Miami-Dade County, Florida, described as follows, viz:

Parcel 705

FIN No. 2511562

Portions of Section 6, Township 54 South, Range 42 East of Miami Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map book 56 at page 71 of the Public Records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the Southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the Right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91 feet to the point of curvature of a circular curve concave to the Northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the Right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 838.96 feet to the point of curvature of a circular curve concave to the Northeast having a radius of 1033.00 feet; thence southwesterly, southerly, and southeasterly along the arc of said curve to the Left and through a central angle of 48°37'32" for an arc distance of 876.68 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence S79°01'32"E for 279.14 feet; thence N25°06'00"E for 92.70 feet; thence S64°54'00"E for 100.00 feet; thence S25°06'00"W for 67.54 feet; thence S64°54'00"E for 912.83 feet to the point of curvature of a circular curve concave to the Northwest having a radius of 20.00 feet; thence southeasterly, easterly, and northeasterly along the arc of said curve to the Left and through a central angle of 90°00'42" for an arc distance of 31.42 feet to the point of tangency; thence N25°06'00"E for 179.55 feet to POINT "A" and the point of curvature of a circular curve concave to the Southwest having a radius of 120.00 feet; thence northeasterly, northerly, and northwesterly along the arc of said curve to the Left and through a central angle of 85°17'40" for an arc distance of 178.64 feet to a point on said curve; thence N31°02'12"E for 35.58 feet; thence S64°40'16"E for 617.89 feet; thence S64°54'00"E for 522.82 feet; thence S25°06'00"W for 33.79 feet; thence N64°54'00"W for 223.57 feet to the point of curvature of a circular curve concave to the Southeast having a radius of 65.00 feet; thence northwesterly, westerly, and southwesterly along the arc of said curve to the Left and through a central angle of 89°59'54" for an arc distance of 102.10 feet to the point of tangency; thence S25°06'00"W for 183.49 feet to the point of curvature of a circular curve concave to the Northeast having a radius of 60.00 feet; thence southwesterly, southerly, and southeasterly along the arc of said curve to the Left and through a central angle of 89°58'25" for an arc distance of 94.22 feet to the point of tangency; thence S64°52'17"E for 759.67 feet; thence S25°07'43"W for 355.99 feet; thence N64°52'17"W for 888.31 feet; thence S70°07'43"W for 249.89 feet; thence S25°07'43"W for 354.24 feet; thence N64°52'17"W for 87.07 feet; thence N25°07'43"E for 478.94 feet; thence N64°58'36"W for 1093.27 feet; thence N25°06'00"E for 47.23 feet; thence N64°54'00"W for 1156.79 feet; thence N25°06'00"E for 181.31 feet; thence S64°54'00"E for 225.00 feet; thence S79°01'32"E for 318.14 feet to the POINT OF BEGINNING.

Less and except the following described parcel:

53

central angle of 30° 00' 00" for an arc distance of 55.04 feet to the point of tangency; thence N04° 52' 17" W for 527.00 feet; thence N25° 01' 24" E for 32.18 feet to the point of curvature of a circular curve concave to the Northeast having a radius of 43.50 feet; thence northwesterly, northerly, and northeasterly along the arc of said curve to the Right with a radial bearing N18° 00' 30" E and through a central angle of 74° 47' 15" for an arc distance of 56.78 feet to the point of tangency; thence N2° 48' 09" E for 16.58 feet to the point of curvature of a circular curve concave to the Northeast having a radius of 243.50 feet; thence northeasterly along the arc of said curve to the Right and through a central angle of 22° 17' 50" for an arc distance of 94.76 feet to the point of tangency; thence N25° 06' 00" E for 33.08 feet to the POINT OF BEGINNING.

Said lands containing 31.39 acres more or less.

THIS EASEMENT is granted upon the condition that any work performed upon the above described land shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that the existing structural improvements will not be damaged.

THIS EASEMENT shall be for a period of _____ Months commencing on the date the State of Florida, Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

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

By: _____

Its Chair (or Vice-Chair)

(Address)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any: _____

54

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. A-1-A, Section No. 2511562, in Miami-Dade County, Florida: and

WHEREAS, it is necessary that certain lands now owned by Miami-Dade County be used temporarily by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a temporary easement, or easements, in favor of the State of Florida Department of Transportation, for the purpose of **having an overall temporary construction area at Dodge Island required for all roadway and tunnel construction related activities**, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Miami-Dade County, that the application of the State of Florida Department of Transportation for a temporary easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a temporary easement, or easements, in favor of the State of Florida Department of Transportation, in Miami-Dade County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Tallahassee, Florida.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Miami-Dade County, Florida, at a meeting held on the ____ day of _____, 20 ____.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

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

By: _____

Its Chair (or Vice-Chair)

(Address)

SS

Portions of Section 6, Township 54 South, Range 42 East of Miami Dade County, Florida, being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map book 56 at page 71 of the Public Records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the Southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the Right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91 feet to the point of curvature of a circular curve concave to the Northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the Right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 838.96 feet to the point of curvature of a circular curve concave to the Northeast having a radius of 1033.00 feet; thence southwesterly, southerly, and southeasterly along the arc of said curve to the Left and through a central angle of 48°37'32" for an arc distance of 876.68 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence S79°01'32"E for 279.14 feet; thence N25°06'00"E for 92.70 feet; thence S64°54'00"E for 100.00 feet; thence S25°06'00"W for 67.54 feet; thence S64°54'00"E for 912.83 feet to the point of curvature of a circular curve concave to the Northwest having a radius of 20.00 feet; thence southeasterly, easterly, and northeasterly along the arc of said curve to the Left and through a central angle of 90°00'42" for an arc distance of 31.42 feet to the point of tangency; thence N25°06'00"E for 179.55 feet to POINT "A" and the point of curvature of a circular curve concave to the Southwest having a radius of 120.00 feet; thence northeasterly, northerly, and northwesterly along the arc of said curve to the Left and through a central angle of 85°17'40" for an arc distance of 178.64 feet to a point on said curve; thence N31°02'12"E for 35.58 feet; thence S64°40'16"E for 617.89 feet; thence S64°54'00"E for 522.82 feet; thence S25°06'00"W for 33.79 feet; thence N64°54'00"W for 223.57 feet to the point of curvature of a circular curve concave to the Southeast having a radius of 65.00 feet; thence northwesterly, westerly, and southwesterly along the arc of said curve to the Left and through a central angle of 89°59'54" for an arc distance of 102.10 feet to the point of tangency; thence S25°06'00"W for 183.49 feet to the point of curvature of a circular curve concave to the Northeast having a radius of 60.00 feet; thence southwesterly, southerly, and southeasterly along the arc of said curve to the Left and through a central angle of 89°58'25" for an arc distance of 94.22 feet to the point of tangency; thence S64°52'17"E for 759.67 feet; thence S25°07'43"W for 355.99 feet; thence N64°52'17"W for 888.31 feet; thence S70°07'43"W for 249.89 feet; thence S25°07'43"W for 354.24 feet; thence N64°52'17"W for 87.07 feet; thence N25°07'43"E for 478.94 feet; thence N64°58'36"W for 1093.27 feet; thence N25°06'00"E for 47.23 feet; thence N64°54'00"W for 1156.79 feet; thence N25°06'00"E for 181.31 feet; thence S64°54'00"E for 225.00 feet; thence S79°01'32"E for 318.14 feet to the POINT OF BEGINNING.

Less and except the following described parcel:

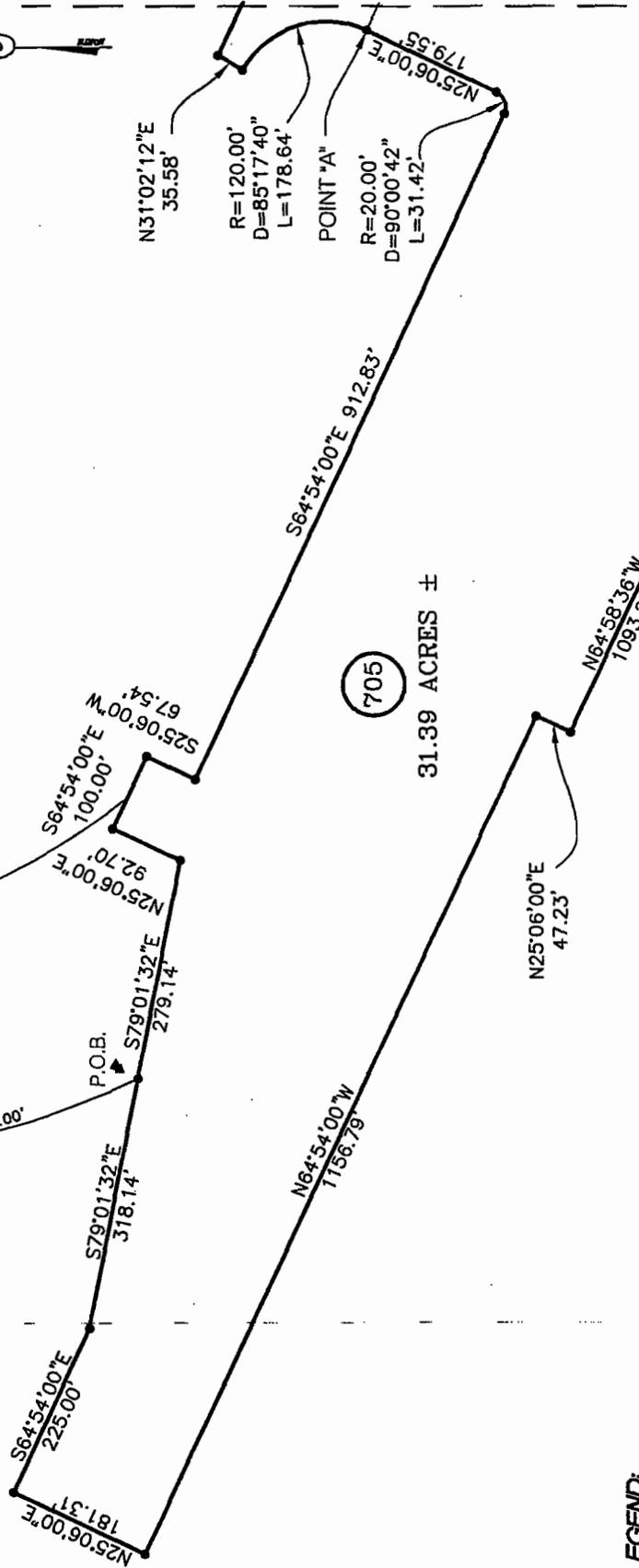
Commence at the above established POINT "A"; thence S64°54'00"E for 119.50 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence N25°06'00"E for 33.60 feet to the point of curvature of a circular curve concave to the Southeast having a radius of 53.50

feet; thence northeasterly, easterly, and southeasterly along the arc of said curve to the Right and through a central angle of $95^{\circ}49'04''$ for an arc distance of 89.47 feet to a point on said curve; thence $N25^{\circ}01'24''E$ for 68.02 feet; thence $S64^{\circ}40'16''E$ for 383.12 feet to the point of curvature of a circular curve concave to the Southwest having a radius of 60.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the Right and through a central angle of $89^{\circ}27'28''$ for an arc distance of 93.68 feet to the point of tangency; thence $S24^{\circ}47'20''W$ for 178.77 feet; thence $N64^{\circ}58'36''W$ for 82.62 feet; thence $S25^{\circ}01'12''W$ for 19.34 feet to the point of curvature of a circular curve concave to the Northwest having a radius of 35.00 feet; thence southwesterly, westerly, and northwesterly along the arc of said curve to the Right and through a central angle of $90^{\circ}06'06''$ for an arc distance of 55.04 feet to the point of tangency; thence $N64^{\circ}52'17''W$ for 327.00 feet; thence $N25^{\circ}01'24''E$ for 32.18 feet to the point of curvature of a circular curve concave to the Northeast having a radius of 43.50 feet; thence northwesterly, northerly, and northeasterly along the arc of said curve to the Right with a radial bearing $N18^{\circ}00'30''E$ and through a central angle of $74^{\circ}47'15''$ for an arc distance of 56.78 feet to the point of tangency; thence $N2^{\circ}48'09''E$ for 16.58 feet to the point of curvature of a circular curve concave to the Northeast having a radius of 243.50 feet; thence northeasterly along the arc of said curve to the Right and through a central angle of $22^{\circ}17'50''$ for an arc distance of 94.76 feet to the point of tangency; thence $N25^{\circ}06'00''E$ for 33.08 feet to the POINT OF BEGINNING.
Said lands containing 31.39 acres more or less.

NOT A FIELD SURVEY
PARCEL 705

MATCHLINE "A"

MATCHLINE "B"



LEGEND:

- D - DELTA
- L - LENGTH
- LB - LICENSED BUSINESS
- MB - MAP BOOK
- PB - PLAT BOOK
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PT - POINT OF TANGENCY
- R - RADIUS
- STA. - STATION

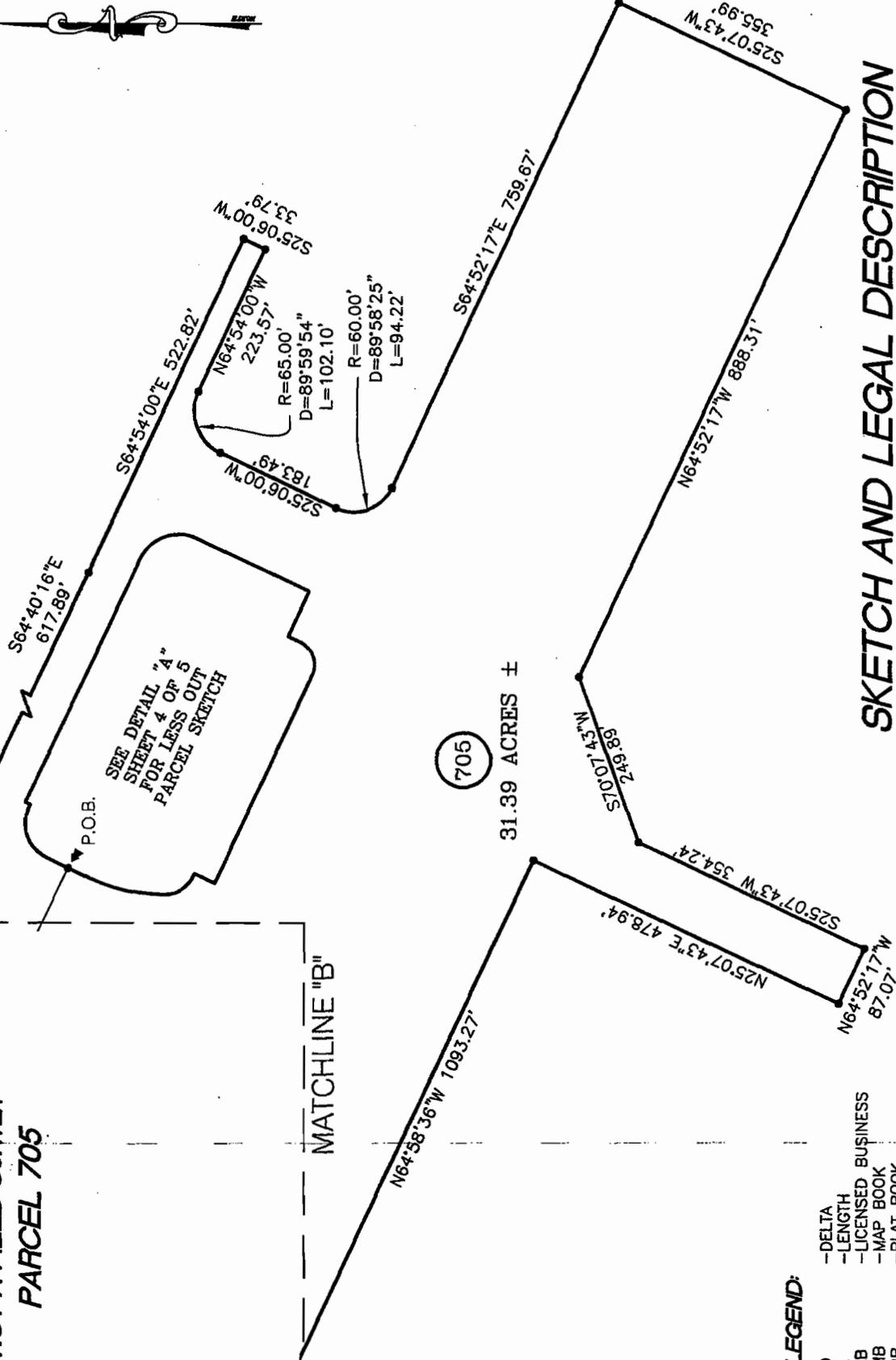
TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
FW No.: 2511562	
DATE: 05-25-07	
DRAWN BY: C.E.A.	SCALE: 1"=200'
SHEET 2 OF 5	

MANUEL GVERA AND ASSOCIATES, INC.
ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 FAX: (305) 221-1295
LICENSED BUSINESS No.2439

SKETCH AND LEGAL DESCRIPTION

59

NOT A FIELD SURVEY
PARCEL 705



705
31.39 ACRES ±

LEGEND:

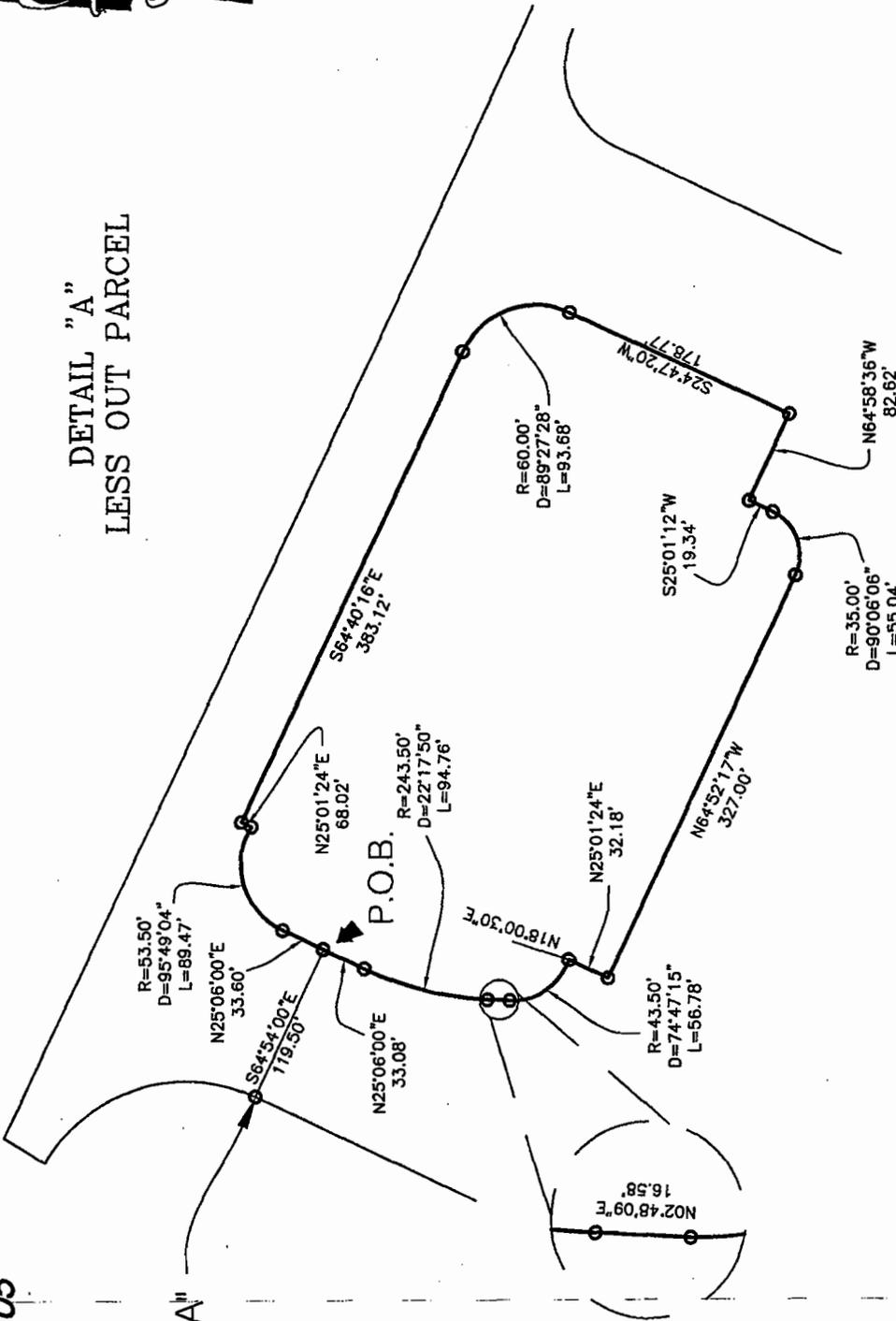
- D - DELTA
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SKETCH AND LEGAL DESCRIPTION

MANUEL GVERA AND ASSOCIATES, INC. ENGINEERS-SURVEYORS & MAPPERS 13960 S.W. 47th ST. MIAMI, FLORIDA 33175 PHONE: (305) 221-6210 FAX: (305) 221-1295 LICENSED BUSINESS No. 2439		TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION FN No.: 2511562 DATE: 05-25-07 DRAWN BY: C.E.A.	SCALE: 1"=200' SHEET: 3 OF 5
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NOT A FIELD SURVEY
PARCEL 705

DETAIL "A"
LESS OUT PARCEL



LEGEND:

- D -- DELTA
- L -- LENGTH
- LB -- LICENSED BUSINESS
- MB -- MAP BOOK
- PB -- PLAT BOOK
- PG -- PAGE
- POB -- POINT OF BEGINNING
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- PT -- POINT OF TANGENCY
- R -- RADIUS
- STA. -- STATION

SKETCH AND LEGAL DESCRIPTION

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
FIN No.: 2511562	
DATE: 05-25-07	SCALE: 1"=120'
DRAWN BY: C.E.A.	SHEET: 4 OF 5

MANUEL G. VERA AND ASSOCIATES, INC.
ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 FAX: (305) 221-1295

LICENSED BUSINESS No. 2439

LEGAL DESCRIPTION:

PORTIONS OF SECTION 6, TOWNSHIP 54 SOUTH, RANGE 42 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A POINT SHOWN MARKED BY A 5/8" DIAMETER IRON ROD AND CAP STAMPED DOT, SHOWN AS P.T. STA. 25+50 ON THE "OFFICIAL MAP OF LOCATION AND SURVEY OF A PORTION OF SECTION 8706, DESIGNATED AS PART OF STATE ROAD A-1-A IN MIAMI-DADE COUNTY, FLORIDA", PREPARED BY THE STATE ROAD DEPARTMENT OF THE STATE OF FLORIDA, AS RECORDED IN MAP BOOK 56 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S30°08'34"E ALONG THE CENTERLINE OF GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR 262.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL DOUGLAS MAC ARTHUR CAUSEWAY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 926.00 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIAL BEARING OF 573°5'56"W AND THROUGH A CENTRAL ANGLE OF 20°44'50" FOR AN ARC DISTANCE OF 335.32 FEET TO THE POINT OF TANGENCY; THENCE S04°40'46"W FOR 52.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 18°06'44" FOR AN ARC DISTANCE OF 158.06 FEET TO THE POINT OF TANGENCY; THENCE S22°47'31"W FOR 838.96 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1033.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 48°37'32" FOR AN ARC DISTANCE OF 876.68 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE S79°01'32"E FOR 279.14 FEET; THENCE N25°06'00"E FOR 92.70 FEET; THENCE S64°54'00"E FOR 100.00 FEET; THENCE S25°06'00"W FOR 67.54 FEET; THENCE S64°54'00"E FOR 912.83 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 90°00'42" FOR AN ARC DISTANCE OF 31.42 FEET TO THE POINT OF TANGENCY; THENCE N25°06'00"E FOR 179.55 FEET TO POINT "A" AND THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 120.00 FEET; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 85°17'40" FOR AN ARC DISTANCE OF 178.64 FEET TO A POINT ON SAID CURVE; THENCE N3°02'12"E FOR 35.58 FEET; THENCE S64°40'16"E FOR 617.89 FEET; THENCE S64°54'00"E FOR 522.82 FEET; THENCE S25°06'00"W FOR 33.79 FEET; THENCE N64°54'00"W FOR 223.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 65.00 FEET; THENCE NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 89°59'54" FOR AN ARC DISTANCE OF 102.10 FEET TO THE POINT OF TANGENCY; THENCE S25°06'00"W FOR 183.49 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 89°58'25" FOR AN ARC DISTANCE OF 94.22 FEET TO THE POINT OF TANGENCY; THENCE S64°52'17"E FOR 759.67 FEET; THENCE S25°07'43"W FOR 355.99 FEET; THENCE N64°52'17"W FOR 888.31 FEET; THENCE S70°07'43"W FOR 249.89 FEET; THENCE S25°07'43"W FOR 354.24 FEET; THENCE N64°52'17"W FOR 87.07 FEET; THENCE N25°07'43"E FOR 478.94 FEET; THENCE N64°58'36"W FOR 1093.27 FEET; THENCE N25°06'00"E FOR 47.23 FEET; THENCE N64°54'00"W FOR 1156.79 FEET; THENCE N25°06'00"E FOR 181.31 FEET; THENCE S64°54'00"E FOR 225.00 FEET; THENCE S79°01'32"E FOR 318.14 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE ABOVE ESTABLISHED POINT "A"; THENCE S64°54'00"E FOR 119.50 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE N25°06'00"E FOR 33.60 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 53.50 FEET; THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 95°49'04" FOR AN ARC DISTANCE OF 89.47 FEET TO A POINT ON SAID CURVE; THENCE N25°01'24"E FOR 68.02 FEET; THENCE S64°40'16"E FOR 383.12 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 89°27'28" FOR AN ARC DISTANCE OF 93.68 FEET TO THE POINT OF TANGENCY; THENCE S24°47'20"W FOR 178.77 FEET; THENCE N64°58'36"W FOR 82.62 FEET; THENCE S25°01'12"W FOR 19.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 90°06'06" FOR AN ARC DISTANCE OF 55.04 FEET TO THE POINT OF TANGENCY; THENCE N64°52'17"W FOR 327.00 FEET; THENCE N25°01'24"E FOR 32.18 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 43.50 FEET; THENCE NORTHWESTERLY, NORTHERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIAL BEARING N18°00'30"E AND THROUGH A CENTRAL ANGLE OF 74°47'15" FOR AN ARC DISTANCE OF 56.78 FEET TO THE POINT OF TANGENCY; THENCE N2°48'09"E FOR 16.58 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 243.50 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 22°17'50" FOR AN ARC DISTANCE OF 94.76 FEET TO THE POINT OF TANGENCY; THENCE N25°06'00"E FOR 33.08 FEET TO THE POINT OF BEGINNING.
SAID LANDS CONTAINING 31.39 ACRES MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

05/25/07

MANUEL G. VERA JR.
PROFESSIONAL SURVEYOR AND MAPPER #5291
STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

MANUEL G. VERA AND ASSOCIATES, INC.

ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175

PHONE: (305) 221-6210 FAX: (305) 221-1295

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION
FIN No.: 2511562

DATE: 05-25-07

DRAWN BY: C.E.A.

SHEET

5 OF 5

PARCEL 705

LICENSED BUSINESS No.2439

62

PERPETUAL EASEMENT

THIS EASEMENT Made the _____ day of _____, 20 _____, by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, grantor, to the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of **constructing and maintaining a Tunnel from bulkhead to existing roadways** in, over, under, upon and through the following described land in Miami-Dade County, Florida, viz:

Parcel 802

FIN No. 2511562

Portions of Section 6, Township 54 South, Range 42 East of Miami-Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map Book 56 at page 71 of the public records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91 feet to the point of curvature of a circular curve concave to the northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 774.72 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence S64°51'08"E for 207.35 feet to the point of curvature of a circular curve concave to the northeast having a radius of 911.00 feet; thence southwesterly, southerly, and southeasterly along the arc of said curve to the left with a radial bearing of S74°24'21"E and through a central angle of 45°40'48" for an arc distance of 726.31 feet to a point on said curve; thence S22°02'21"W for 55.17 to the point of curvature of a circular curve concave to the northwest having a radius of 100.00 feet; thence southwesterly along the arc of said curve to the right and through a central angle of 63°07'22" for an arc distance of 110.17 feet to the point of compound curvature of a circular curve concave to the northeast having a radius of 400.00 feet; thence southwesterly along the arc of said curve to the right and through a central angle of 14°50'43" for an arc distance of 103.64 feet; thence N79°59'41"W for 84.40 feet to a point on a circular curve that is concave to the northeast having a radius of 1033.00 feet; thence northwesterly, northerly, and northeasterly along the arc of said curve to the right with a radial bearing of N65°45'07"E and through a central angle of 47°02'23" for an arc distance of 848.09 feet; thence N22°47'31"E for 64.24 feet to the POINT OF BEGINNING.

Said lands containing 5.26 acres more or less.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

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

By: _____

Its Chair (or Vice-Chair)

(Address)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by _____, Chairperson (or Vice-Chairperson), who is personally known to
me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any:

District General Counsel
State of Florida
Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172
September 14, 2006 - NE

Parcel No. : 802.1R(05-29-07)
Item/Segment No. : 2511562
Managing District : 6

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. A-1-A, Section No. **2511562**, in **Miami-Dade** County, Florida: and

WHEREAS, it is necessary that an easement across certain lands now owned by MIAMI-DADE County, be acquired by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a perpetual easement, or easements, in favor of the State of Florida Department of Transportation for the purpose of **constructing and maintaining a Tunnel from bulkhead to existing roadways**, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Miami-Dade, County, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a perpetual easement, or easements, in favor of the State of Florida Department of Transportation in Miami-Dade County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Tallahassee, Florida.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Miami-Dade County, Florida, at a meeting held on the ____ day of _____, 20 ____.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

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

By: _____

Its Chair (or Vice-Chair)

(Address)

65

Portions of Section 6, Township 54 South, Range 42 East of Miami-Dade County, Florida, being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map Book 56 at page 71 of the public records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91 feet to the point of curvature of a circular curve concave to the northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 774.72 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence S64°51'08"E for 207.35 feet to the point of curvature of a circular curve concave to the northeast having a radius of 911.00 feet; thence southwesterly, southerly, and southeasterly along the arc of said curve to the left with a radial bearing of S74°24'21"E and through a central angle of 45°40'48" for an arc distance of 726.31 feet to a point on said curve; thence S22°02'21"W for 55.17 to the point of curvature of a circular curve concave to the northwest having a radius of 100.00 feet; thence southwesterly along the arc of said curve to the right and through a central angle of 63°07'22" for an arc distance of 110.17 feet to the point of compound curvature of a circular curve concave to the northeast having a radius of 400.00 feet; thence southwesterly along the arc of said curve to the right and through a central angle of 14°50'43" for an arc distance of 103.64 feet; thence N79°59'41"W for 84.40 feet to a point on a circular curve that is concave to the northeast having a radius of 1033.00 feet; thence northwesterly, northerly, and northeasterly along the arc of said curve to the right with a radial bearing of N65°45'07"E and through a central angle of 47°02'23" for an arc distance of 848.09 feet; thence N22°47'31"E for 64.24 feet to the POINT OF BEGINNING.

Said lands containing 5.26 acres more or less.

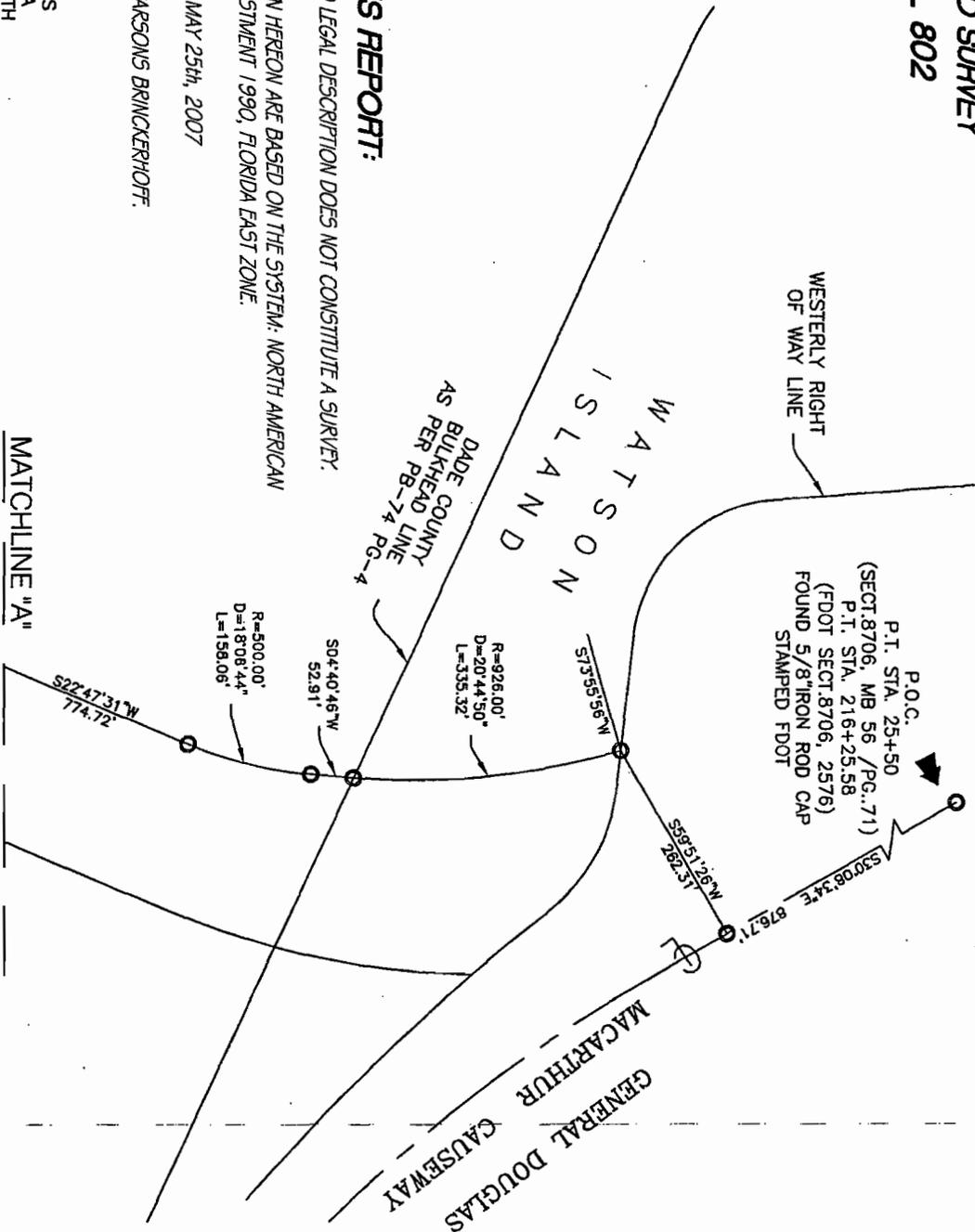
**NOT A FIELD SURVEY
PARCEL 802**

SURVEYOR'S REPORT:

1. THIS SKETCH AND LEGAL DESCRIPTION DOES NOT CONSTITUTE A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM: NORTH AMERICAN DATUM / 1983 / ADJUSTMENT / 1990, FLORIDA EAST ZONE.
3. DATE PREPARED: MAY 25th, 2007
4. PREPARED FOR PARSONS BRINCKERHOFF.

LEGEND:

- AC. -ACRES
- D -DELTA
- L -LENGTH
- LB -LICENSED BUSINESS
- MB -MAP BOOK
- PB -PLAT BOOK
- PG -PAGE
- POB -POINT OF BEGINNING
- POC -POINT OF COMMENCEMENT
- PT -POINT OF TANGENCY
- R -RADIUS
- STA. -STATION
- S.R. -STATE ROAD



SKETCH AND LEGAL DESCRIPTION

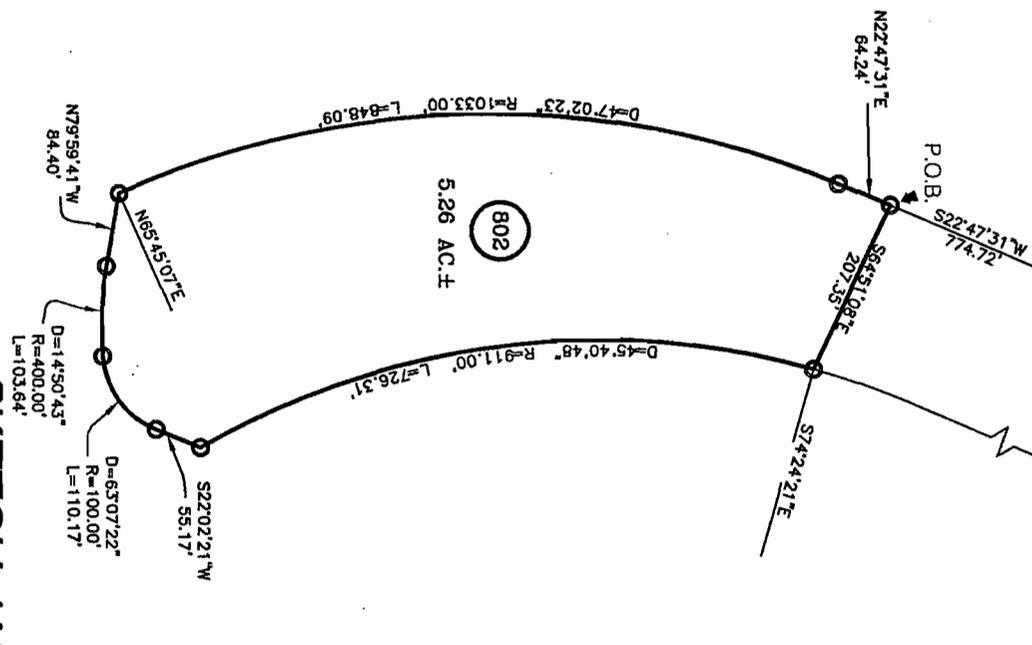
MANUEL GYERA AND ASSOCIATES, INC.

ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 FAX: (305) 221-1295

TYPE OF PROJECT:	SKETCH & LEGAL DESCRIPTION	
FN No.:	2511562	
DATE:	05-25-07	SCALE
DRAWN BY:	C.E.A.	SHEET
		1 OF 3

**NOT A FIELD SURVEY
PARCEL 802**

MATCHLINE "A"



LEGEND:

- AC. -ACRES
- D -DELTA
- L -LENGTH
- LB -LICENSED BUSINESS
- MB -MAP BOOK
- PB -PLAT BOOK
- PG -PAGE
- POB -POINT OF BEGINNING
- POC -POINT OF COMMENCEMENT
- PT -POINT OF TANGENCY
- R -RADIUS
- STA. -STATION

LICENSED BUSINESS No.2439

SKETCH AND LEGAL DESCRIPTION

MANUEL GVERA AND ASSOCIATES, INC.

ENGINEERS-SURVEYORS & MAPPERS
13980 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 FAX: (305) 221-1295

TYPE OF PROJECT		SKETCH & LEGAL DESCRIPTION	
PN No.:	2511562	SCALE	SHEET
DATE:	05-25-07	1"=200'	2 OF 3
DRAWN BY:	C.E.A.		

PERPETUAL EASEMENT

THIS EASEMENT Made the ____ day of _____, 20 ____, by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of **constructing and maintaining a Continuation of the tunnel envelope from the previous easement (parcel 802) as described in State Road Project 2511562, Port of Miami Tunnel) from existing roads to proposed tunnel portals** in, over, under, upon and through the following described land in Miami-Dade County, Florida; viz:

Parcel 803

FIN No. 2511562

Portions of Section 6, Township 54 South, Range 42 East of Miami Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map Book 56 at page 71 of the public records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the southwest and having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91 feet to the point of curvature of a circular curve concave to the northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 838.96 feet to the point of curvature of a circular curve concave to the northeast having a radius of 1033.00 feet; thence southwesterly, southerly, and southeasterly along the arc of said curve to the left and through a central angle of 47°02'23" for an arc distance of 848.09 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence S79°59'41"E for 84.40 feet to the point of curvature of a circular curve concave to the northeast having a radius of 400.00 feet; thence southeasterly along the arc of said curve to the left and through a central angle of 14°50'43" for an arc distance of 103.64 feet to the point of compound curvature with a circular curve concave to the northwest having a radius of 100.00 feet; thence northeasterly along the arc of said curve to the left and through a central angle of 63°07'22" for an arc distance of 110.17 feet to the point of tangency; thence N22°02'21"E for 55.17 feet to the point of curvature of a circular curve concave to the northeast having a radius of 911.00 feet; thence southeasterly along the arc of said curve to the left with a radial bearing of N59°54'50"E and through a central angle of 29°13'38" for an arc distance of 464.71 feet to the point of tangency; thence S59°18'47"E for 567.01 feet; thence S29°42'34"W for 35.68 feet to a point on a circular curve concave to the northeast having a radius of 3963.25 feet; thence southeasterly along the arc of said curve to the left with a radial bearing of N29°42'34"E and through a central angle of 2°57'56" for an arc distance of 205.13 feet to a point on said curve; thence S26°44'38"W for 52.00 feet to a point on a circular curve concave to the northeast having a radius of 4015.25 feet; thence northwesterly along the arc of said curve to the right with a radial bearing of N26°44'38"E and through a central angle of 3°56'35" for an arc distance of 276.33 feet to the point of tangency; thence N59°18'47"W for 38.07 feet; thence S25°06'53"W for 137.80 feet; thence N63°54'27"W for 420.50 feet; thence S26°05'33"W for 36.25 feet; thence N63°54'27"W for 30.34 feet to the point of curvature of a circular curve concave to the northeast having a radius of 1033.00 feet; thence northwesterly along the arc of said curve to the right and through a central angle of 39°39'34" for an arc distance of 715.03 feet to the POINT OF BEGINNING.

Said lands containing 6.83 acres more or less.

(Affix County Seal)

By: _____

Its Chair (or Vice-Chair)

(Address)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, Chairperson (or Vice-Chairperson), who is personally known to
me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any:

Department of Transportation
1000 N.W. 111th Avenue
Miami, Florida 33172
September 14, 2006 - NE

Parcel No. : 803.1R(05-29-07)
Item/Segment No. : 2511562
Managing District : 6

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. A-1-A, Section No. 2511562, in Miami-Dade County, Florida: and

WHEREAS, it is necessary that an easement across certain lands now owned by MIAMI-DADE County, be acquired by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a perpetual easement, or easements, in favor of the State of Florida Department of Transportation for the purpose of **constructing and maintaining a Continuation of the tunnel envelope from the previous easement (parcel 802) as described in State Road Project 2511562, Port of Miami Tunnel) from existing roads to proposed tunnel portals**, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Miami-Dade, County, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a perpetual easement, or easements, in favor of the State of Florida Department of Transportation in Miami-Dade County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Tallahassee, Florida.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Miami-Dade County, Florida, at a meeting held on the ___ day of _____, 20 ____.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

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

By: _____

Its Chair (or Vice-Chair)

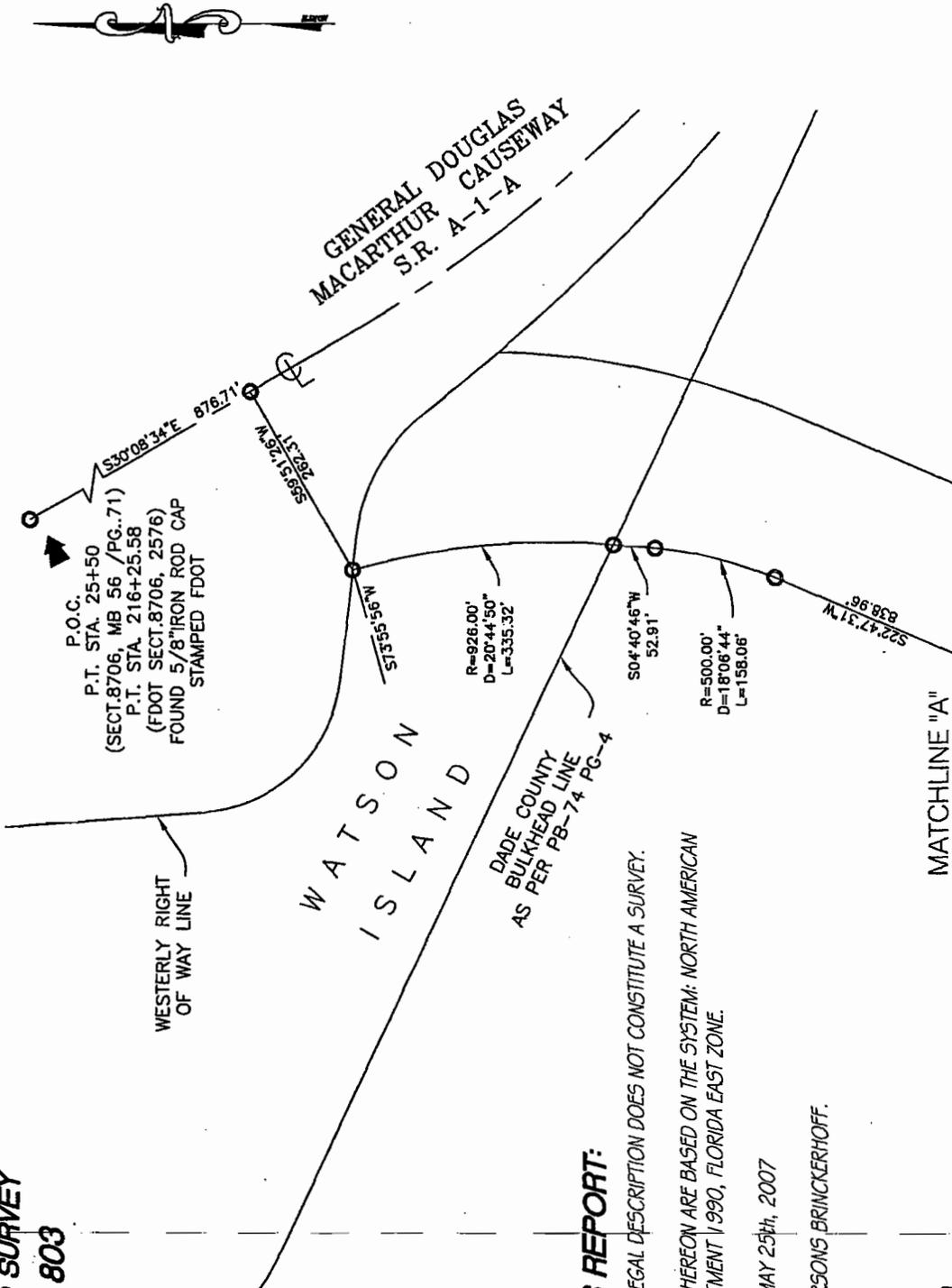
(Address)

Portions of Section 6, Township 54 South, Range 42 East of Miami Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map Book 56 at page 71 of the public records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the southwest and having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91 feet to the point of curvature of a circular curve concave to the northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 838.96 feet to the point of curvature of a circular curve concave to the northeast having a radius of 1033.00 feet; thence southwesterly, southerly, and southeasterly along the arc of said curve to the left and through a central angle of 47°02'23" for an arc distance of 848.09 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence S79°59'41"E for 84.40 feet to the point of curvature of a circular curve concave to the northeast having a radius of 400.00 feet; thence southeasterly along the arc of said curve to the left and through a central angle of 14°50'43" for an arc distance of 103.64 feet to the point of compound curvature with a circular curve concave to the northwest having a radius of 100.00 feet; thence northeasterly along the arc of said curve to the left and through a central angle of 63°07'22" for an arc distance of 110.17 feet to the point of tangency; thence N22°02'21"E for 55.17 feet to the point of curvature of a circular curve concave to the northeast having a radius of 911.00 feet; thence southeasterly along the arc of said curve to the left with a radial bearing of N59°54'50"E and through a central angle of 29°13'38" for an arc distance of 464.71 feet to the point of tangency; thence S59°18'47"E for 567.01 feet; thence S29°42'34"W for 35.68 feet to a point on a circular curve concave to the northeast having a radius of 3963.25 feet; thence southeasterly along the arc of said curve to the left with a radial bearing of N29°42'34"E and through a central angle of 2°57'56" for an arc distance of 205.13 feet to a point on said curve; thence S26°44'38"W for 52.00 feet to a point on a circular curve concave to the northeast having a radius of 4015.25 feet; thence northwesterly along the arc of said curve to the right with a radial bearing of N26°44'38"E and through a central angle of 3°56'35" for an arc distance of 276.33 feet to the point of tangency; thence N59°18'47"W for 38.07 feet; thence S25°06'53"W for 137.80 feet; thence N63°54'27"W for 420.50 feet; thence S26°05'33"W for 36.25 feet; thence N63°54'27"W for 30.34 feet to the point of curvature of a circular curve concave to the northeast having a radius of 1033.00 feet; thence northwesterly along the arc of said curve to the right and through a central angle of 39°39'34" for an arc distance of 715.03 feet to the POINT OF BEGINNING.

Said lands containing 6.83 acres more or less.

**NOT A FIELD SURVEY
PARCEL 803**



SURVEYOR'S REPORT:

1. THIS SKETCH AND LEGAL DESCRIPTION DOES NOT CONSTITUTE A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM: NORTH AMERICAN DATUM 1983 ADJUSTMENT 1990, FLORIDA EAST ZONE.
3. DATE PREPARED: MAY 25th, 2007
4. PREPARED FOR PARSONS BRINCKERHOFF.

LEGEND:

- AC. - ACRES
- D - DELTA
- L - LENGTH
- LB - LICENSED BUSINESS
- MB - MAP BOOK
- PB - PLAT BOOK
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PT - POINT OF TANGENCY
- R - RADIUS
- STA. - STATION
- S.R. - STATE ROAD

SKETCH AND LEGAL DESCRIPTION

MANUEL G. VERA AND ASSOCIATES, INC.		TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
ENGINEERS-SURVEYORS & MAPPERS		FIN No.: 2511562	SHEET
13960 S.W. 47th ST. MIAMI, FLORIDA 33175		DATE: 05-25-07	SCALE
PHONE: (305) 221-6210 FAX: (305) 221-1295		DRAWN BY: C.E.A.	1"=200'
LICENSED BUSINESS No. 2439			1 OF 4

PERPETUAL EASEMENT

THIS EASEMENT Made the ____ day of _____, 20 ____, by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement **for the purpose of constructing and maintain a required area for the Operations Support Facility in Dodge Island. The facility includes the Operations Support building, access road and parking area,** in, over, under, upon and through the following described land in Miami-Dade County, Florida, viz:

Parcel 804

FIN No. 2511562

Portions of Section 6, Township 54 South, Range 42 East of Miami Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. sta. 25+50 on the "Official Map of Location and Survey of a Portion of section 8706, designated as part of State Road A-1-A in Miami Dade County, Florida", prepared by the State Road department of the State of Florida, as recorded in Map Book 56 at page 71 of the public records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91' the point of curvature of a circular curve concave to the northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 838.96 feet to the point of curvature of a circular curve concave to the northeast and having a radius of 1033.00 feet; thence southwesterly, southerly, and southeasterly along the arc of said curve to the left and through a central angle of 47°02'23" for an arc distance of 848.09 feet to a point on said curve; thence S79°59'41"E for 84.40 feet to the point of tangency of a circular curve concave to the northeast having a radius of 400.00 feet; thence southeasterly along the arc of said curve to the left and through a central angle of 14°50'43" for an arc distance of 103.64 feet to the point of compound curvature with a circular curve concave to the northwest having a radius of 100.00 feet; thence northeasterly along the arc of said curve to the left and through a central angle of 63°07'22" for an arc distance of 110.17 feet to the point of tangency; thence N22°02'21"E for 55.17 feet to the point of curvature of a circular curve concave to the northeast having a radius of 911.00 feet; thence southeasterly along the arc of said curve to the left with a radial bearing of N59°54'50"E and through a central angle of 29°13'38" for an arc distance of 464.71 feet to the point of tangency; thence S59°18'47"E for 567.01 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence N29°42'34"E for 54.18 feet; thence S64°53'59"E for 238.79 feet; thence S61°34'58"E for 134.09 feet to the point of curvature of a circular curve concave to the southwest having a radius of 286.00 feet; thence southeasterly along the arc of said curve to the right and through a central angle of 20°37'28" for an arc distance of 102.95 feet to the point of tangency; thence S40°57'27"E for 86.57 feet to the point of curvature of a circular curve concave to the northeast having a radius of 172.00 feet; thence southeasterly along the arc of said curve to the left and through a central angle of 10°38'00" for an arc distance of 31.92 feet to a point on said curve; thence S28°02'09"W for 7.35 feet to a point on a circular curve concave to the northeast having a radius of 1987.25 feet; thence northwesterly along the arc of said curve to the right with a radial bearing of N17°24'58"E and through a central angle of 7°33'49" for an arc distance of 262.34 feet to a point of compound curvature of a circular curve concave to the northeast having a radius of 3963.25 feet; thence northwesterly along the arc of said curve to the right and through a central angle of 4°43'46" for an arc distance of 327.14 feet to a point on said curve; thence N29°42'34"E for 35.68 feet to the POINT OF BEGINNING.

Said lands containing 1.12 acres more or less.

79

(Affix County Seal)

By: _____

Its Chair (or Vice-Chair)

(Address)

STATE OF FLORIDA

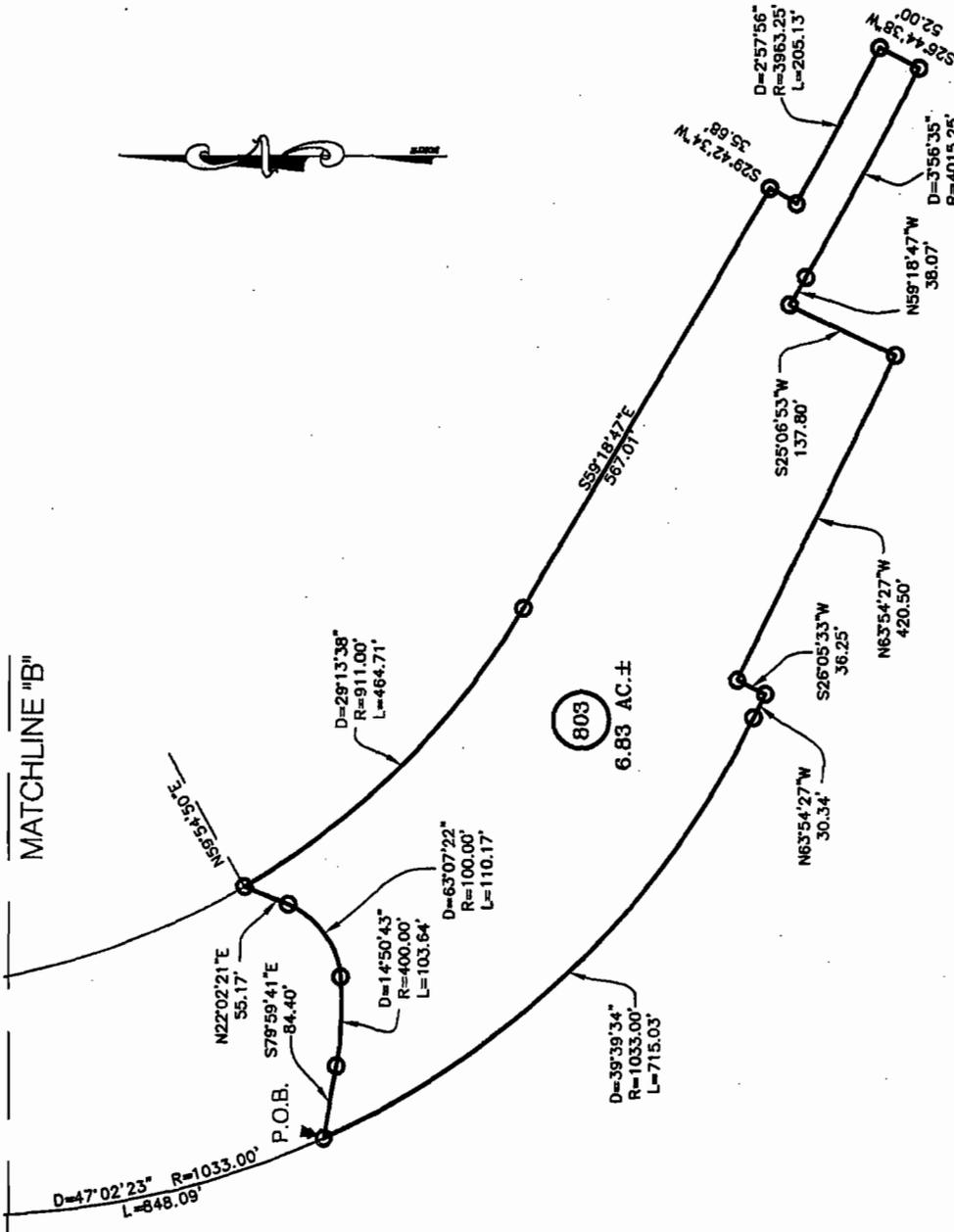
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by _____, Chairperson (or Vice-Chairperson), who is personally known to
me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any:

NOT A FIELD SURVEY
PARCEL 803



SKETCH AND LEGAL DESCRIPTION

TYPE OF PROJECT:	SKETCH & LEGAL DESCRIPTION
FW No.:	2511562
DATE:	05-25-07
DRAWN BY:	C.E.A.
SCALE:	1"=200'
SHEET:	3 OF 4

MANUEL GIVERA AND ASSOCIATES, INC.
ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 FAX: (305) 221-1295

LICENSED BUSINESS No. 2439

LEGEND:

- AC. -ACRES
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- POC -POINT OF COMMENCEMENT
- PT -POINT OF TANGENCY
- R -RADIUS
- STA. -STATION

LEGAL DESCRIPTION:

PORTIONS OF SECTION 6, TOWNSHIP 54 SOUTH, RANGE 42 EAST OF MIAMI-DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT SHOWN MARKED BY A 5/8" DIAMETER IRON ROD AND CAP STAMPED DOT, SHOWN AS P.T. STA. 25+50 ON THE "OFFICIAL MAP OF LOCATION AND SURVEY OF A PORTION OF SECTION 8706, DESIGNATED AS PART OF STATE ROAD A-1-A IN MIAMI-DADE COUNTY, FLORIDA", PREPARED BY THE STATE ROAD DEPARTMENT OF THE STATE OF FLORIDA, AS RECORDED IN MAP BOOK 56 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S30°08'34"E ALONG THE CENTERLINE OF GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR 876.71 FEET; THENCE S59°51'26"W FOR 262.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL DOUGLAS MAC ARTHUR CAUSEWAY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 926.00 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIAL BEARING OF 573°55'56"W AND THROUGH A CENTRAL ANGLE OF 20°44'50" FOR AN ARC DISTANCE OF 335.32 FEET TO THE POINT OF TANGENCY; THENCE S04°40'46"W FOR 52.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 18°06'44" FOR AN ARC DISTANCE OF 158.06 FEET TO THE POINT OF TANGENCY; THENCE S22°47'31"W FOR 838.96 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1033.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 47°02'23" FOR AN ARC DISTANCE OF 848.09 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE S79°59'41"E FOR 84.40 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 14°50'43" FOR AN ARC DISTANCE OF 103.64 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 63°07'22" FOR AN ARC DISTANCE OF 110.17 FEET TO THE POINT OF TANGENCY; THENCE N22°02'21"E FOR 55.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 911.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIAL BEARING OF N59°54'50"E AND THROUGH A CENTRAL ANGLE OF 29°13'38" FOR AN ARC DISTANCE OF 464.71 FEET TO THE POINT OF TANGENCY; THENCE S59°18'47"E FOR 567.01 FEET; THENCE S29°42'34"W FOR 35.68 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3963.25 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIAL BEARING OF N29°42'34"E AND THROUGH A CENTRAL ANGLE OF 2°57'56" FOR AN ARC DISTANCE OF 205.13 FEET TO A POINT ON SAID CURVE; THENCE S26°44'38"W FOR 52.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 4015.25 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIAL BEARING OF N26°44'38"E AND THROUGH A CENTRAL ANGLE OF 3°56'35" FOR AN ARC DISTANCE OF 276.33 FEET TO THE POINT OF TANGENCY; THENCE N59°18'47"W FOR 38.07 FEET; THENCE S25°06'53"W FOR 137.80 FEET; THENCE N63°54'27"W FOR 420.50 FEET; THENCE S26°05'33"W FOR 36.25 FEET; THENCE N63°54'27"W FOR 30.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1033.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 39°39'34" FOR AN ARC DISTANCE OF 715.03 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 6.83 ACRES MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

05/25/07

MANUEL G. VERA, JR.
PROFESSIONAL SURVEYOR AND MAPPER #5291

STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

LICENSED BUSINESS No.2439

MANUEL G. VERA AND ASSOCIATES, INC.
ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 FAX: (305) 221-1295

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
FN No.: 2511562	SCALE N/A
DATE: 05-25-07	C.E.A.
DRAWN BY:	SHEET 4 OF 4

PARCEL 803

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. A-1-A, Section No. 2511562, in Miami-Dade County, Florida: and

WHEREAS, it is necessary that an easement across certain lands now owned by MIAMI-DADE County, be acquired by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a perpetual easement, or easements, in favor of the State of Florida Department of Transportation for the purpose for the purpose of constructing and maintain a required area for the Operations Support Facility in Dodge Island. The facility includes the Operations Support building, access road and parking area, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Miami-Dade, County, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, in favor of the State of Florida Department of Transportation in Miami-Dade County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Tallahassee, Florida.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Miami-Dade County, Florida, at a meeting held on the ___ day of _____, 20 ____.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

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

By: _____

Its Chair (or Vice-Chair)

(Address)

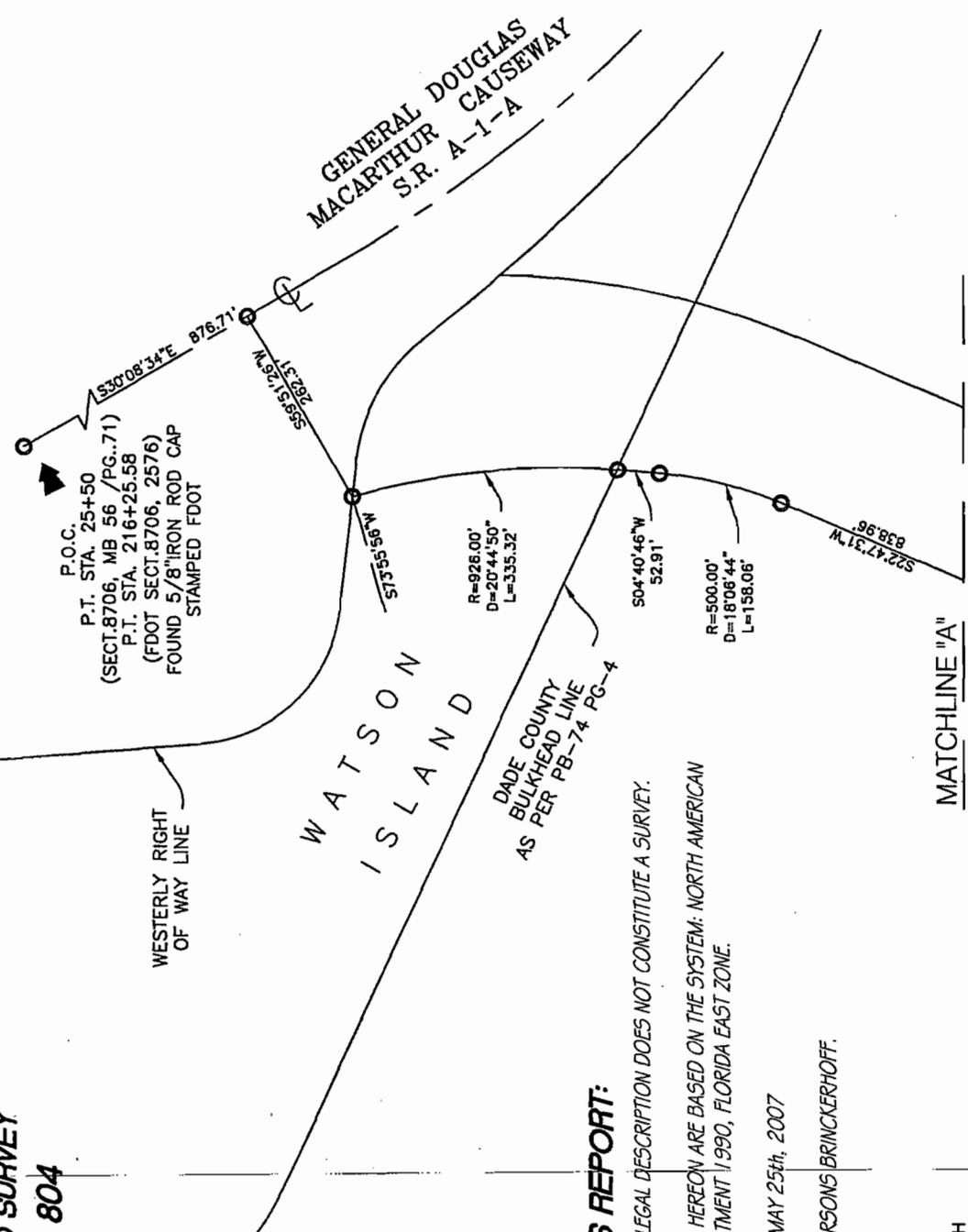
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Said lands containing 1.12 acres more or less.

79

**NOT A FIELD SURVEY
PARCEL 804**



SURVEYOR'S REPORT:

1. THIS SKETCH AND LEGAL DESCRIPTION DOES NOT CONSTITUTE A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM: NORTH AMERICAN DATUM 1983 /ADJUSTMENT 1990, FLORIDA EAST ZONE.
3. DATE PREPARED: MAY 25th, 2007
4. PREPARED FOR PARSONS BRINCKERHOFF.

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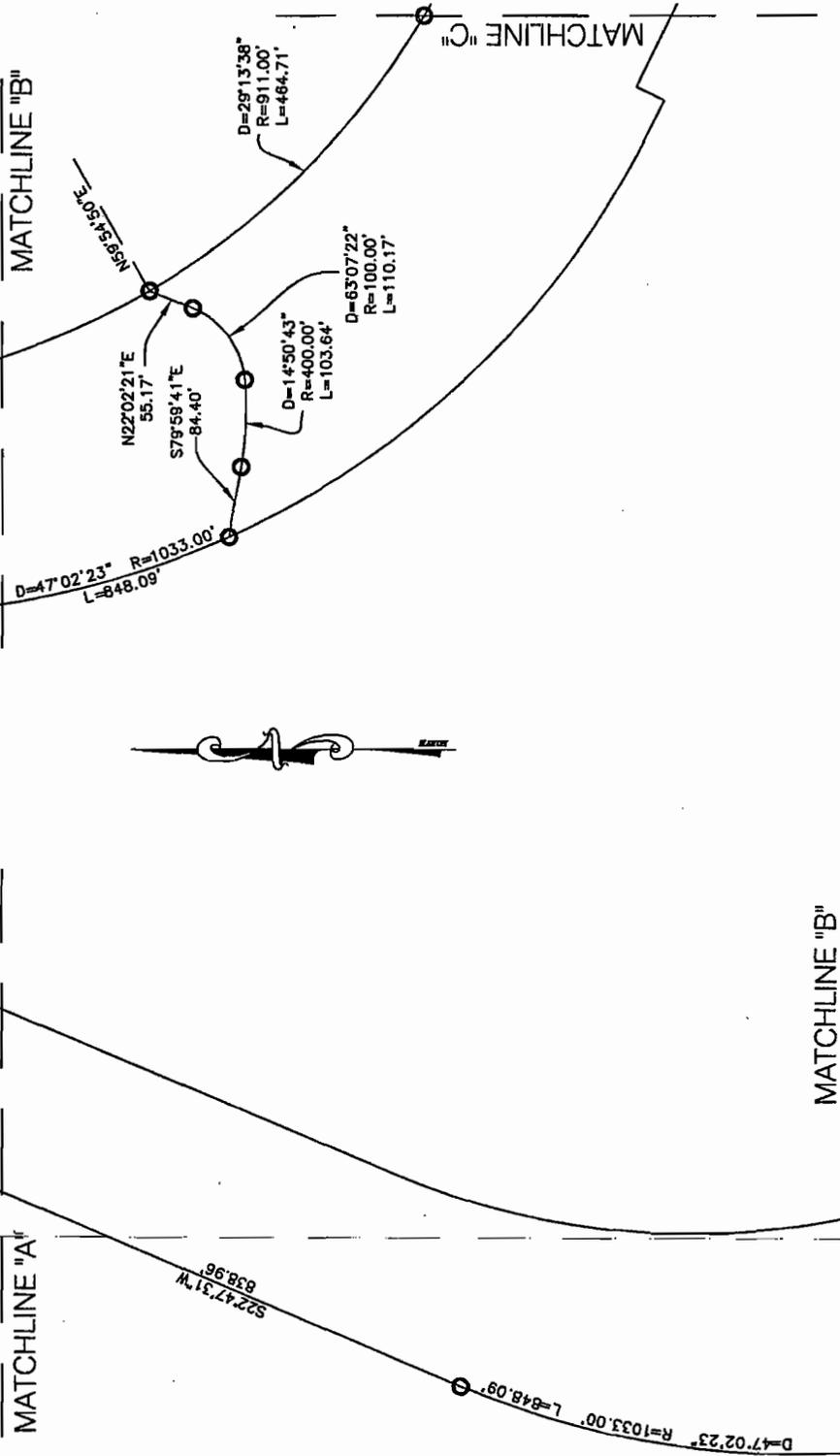
SKETCH AND LEGAL DESCRIPTION

MANUEL G.VERA AND ASSOCIATES, INC. ENGINEERS-SURVEYORS & MAPPERS 13960 S.W. 47th ST. MIAMI, FLORIDA 33175 PHONE: (305) 221-6210 FAX: (305) 221-1295		TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION FIN No.: 2511562 DATE: 05-25-07 DRAWN BY: C.E.A.	SCALE 1"=200' SHEET 1 OF 4
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LICENSED BUSINESS No.2439

80

**NOT A FIELD SURVEY
PARCEL 804**



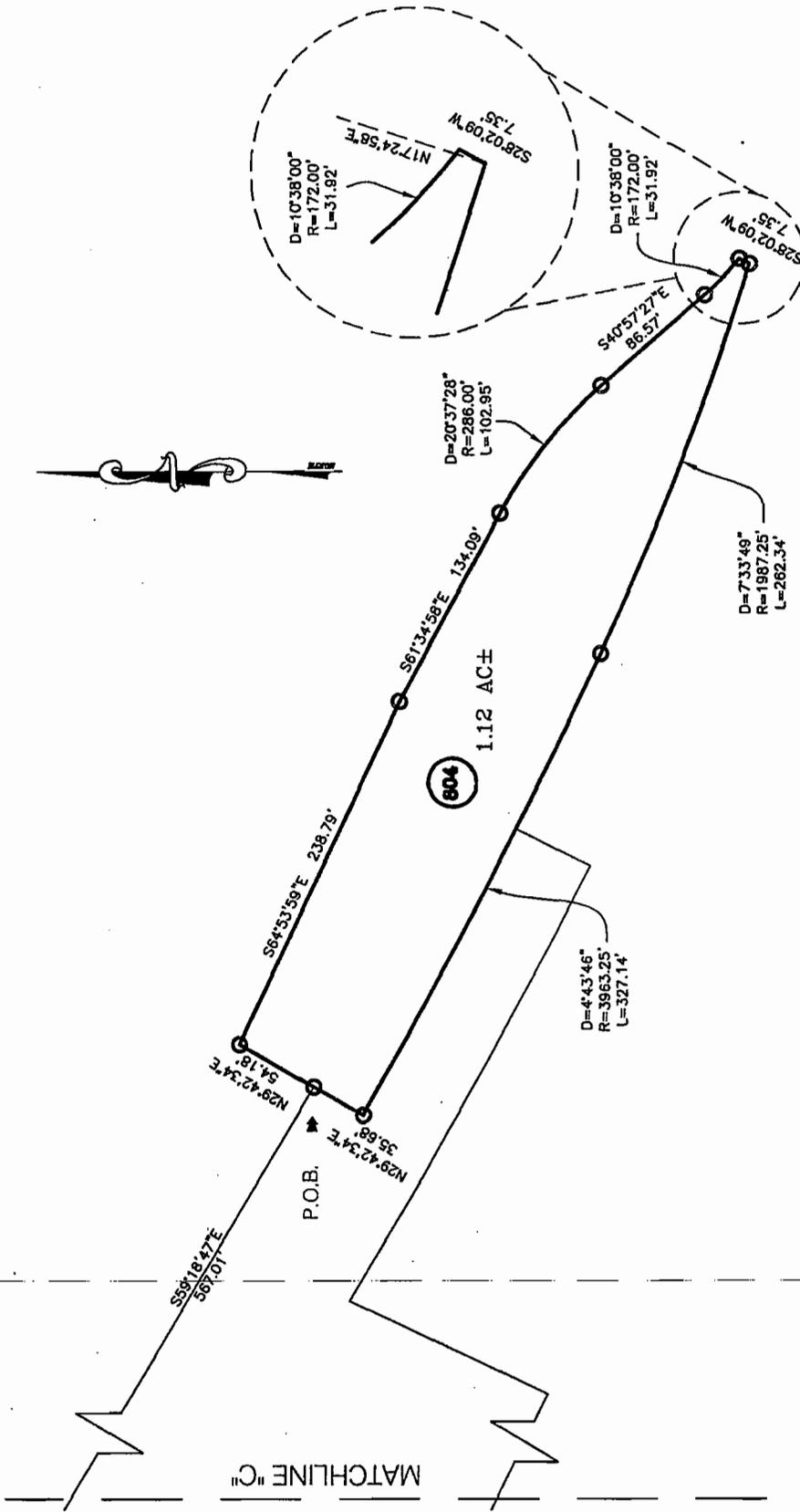
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LICENSED BUSINESS No. 2439			2 OF 4

NOT A FIELD SURVEY
PARCEL 804



SKETCH AND LEGAL DESCRIPTION

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
FIN No.:	2511562
DATE:	05-25-07
DRAWN BY:	C.E.A.
SCALE:	1"=100'
SHEET:	3 OF 4

MANUEL G. VERA AND ASSOCIATES, INC.
 ENGINEERS-SURVEYORS & MAPPERS
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- STA. --STATION

LEGAL DESCRIPTION:

PORTIONS OF SECTION 6, TOWNSHIP 54 SOUTH, RANGE 42 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT SHOWN MARKED BY A 5/8" DIAMETER IRON ROD AND CAP STAMPED DOT, SHOWN AS P.T. STA. 25+50 ON THE "OFFICIAL MAP OF LOCATION AND SURVEY OF A PORTION OF SECTION 8706, DESIGNATED AS PART OF STATE ROAD A-1-A IN MIAMI-DADE COUNTY, FLORIDA", PREPARED BY THE STATE ROAD DEPARTMENT OF THE STATE OF FLORIDA, AS RECORDED IN MAP BOOK 56 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S30°08'34"E ALONG THE CENTERLINE OF GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR 876.71 FEET; THENCE S59°51'26"W FOR 262.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL DOUGLAS MAC ARTHUR CAUSEWAY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 926.00 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIAL BEARING OF 57°35'56"W AND THROUGH A CENTRAL ANGLE OF 20°44'50" FOR AN ARC DISTANCE OF 335.32 FEET TO THE POINT OF TANGENCY; THENCE S04°40'46"W FOR 52.91' THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 18°06'44" FOR AN ARC DISTANCE OF 158.06 FEET TO THE POINT OF TANGENCY; THENCE S22°47'31"W FOR 838.96 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1033.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 47°02'23" FOR AN ARC DISTANCE OF 848.09 FEET TO A POINT ON SAID CURVE; THENCE S79°59'41"E FOR 84.40 FEET TO THE POINT OF TANGENCY OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 14°50'43" FOR AN ARC DISTANCE OF 103.64 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 63°07'22" FOR AN ARC DISTANCE OF 110.17 FEET TO THE POINT OF TANGENCY; THENCE N22°02'21"E FOR 55.17 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 911.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIAL BEARING OF N59°54'50"E AND THROUGH A CENTRAL ANGLE OF 29°13'38" FOR AN ARC DISTANCE OF 464.71 FEET TO THE POINT OF TANGENCY; THENCE S59°18'47"E FOR 567.01 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE N29°42'34"E FOR 54.18 FEET; THENCE S64°53'59"E FOR 238.79 FEET; THENCE S61°34'58"E FOR 134.09 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 286.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 20°37'28" FOR AN ARC DISTANCE OF 102.95 FEET TO THE POINT OF TANGENCY; THENCE S40°57'27"E FOR 86.57 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 172.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 10°38'00" FOR AN ARC DISTANCE OF 31.92 FEET TO A POINT ON SAID CURVE; THENCE S28°02'09"W FOR 7.35 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1987.25 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIAL BEARING OF N17°24'58"E AND THROUGH A CENTRAL ANGLE OF 7°33'49" FOR AN ARC DISTANCE OF 262.34 FEET TO A POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 3963.25 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 4°43'46" FOR AN ARC DISTANCE OF 327.14 FEET TO A POINT ON SAID CURVE; THENCE N29°42'34"E FOR 35.68 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 1.12 ACRES MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

05/25/07

MANUEL G. VERA JR.
PROFESSIONAL SURVEYOR AND MAPPER #5291

STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

LICENSED BUSINESS No.2439

MANUEL G. VERA AND ASSOCIATES, INC.

ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 FAX: (305) 221-1295

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
FN No.: 2511562	SCALE N/A
DATE: 05-25-07	
DRAWN BY: C.E.A.	SHEET 4 OF 4

PARCEL 804

83

(Affix County Seal)

By: _____

Its Chair (or Vice-Chair)

(Address)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by _____, Chairperson (or Vice-Chairperson), who is personally known to
me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any:

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. A-1-A, Section No. **2511562**, in **Miami-Dade** County, Florida: and

WHEREAS, it is necessary that an easement across certain lands now owned by MIAMI-DADE County, be acquired by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a perpetual easement, or easements, in favor of the State of Florida Department of Transportation for the purpose of **constructing and maintaining a permanent tunnel envelope to protect the integrity of the tunnel**, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Miami-Dade, County, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a perpetual easement, or easements, in favor of the State of Florida Department of Transportation in Miami-Dade County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Tallahassee, Florida.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Miami-Dade County, Florida, at a meeting held on the ____ day of _____, 20 ____.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

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

By: _____

Its Chair (or Vice-Chair)

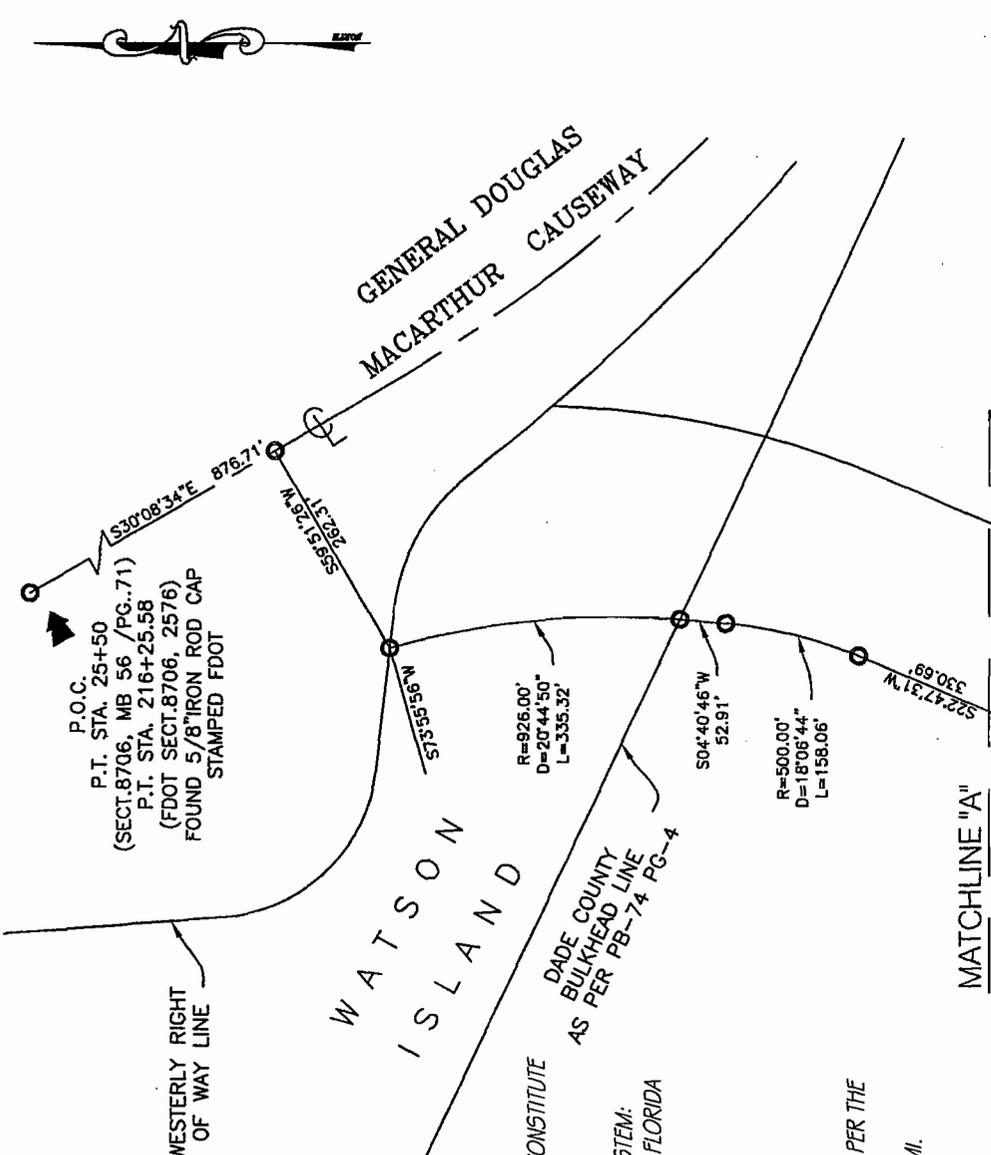
(Address)

Portions of Section 6, Township 54 South, Range 42 East of Miami-Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami-Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map Book 56 at page 71 of the Public Records of Miami-Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the Southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the Right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91 feet to the point of curvature of a circular curve concave to the Northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the Right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 330.69 feet to a point on the southerly limits of the Main Ship Channel as per boundary survey for tentative plat of Watson Island-Southwest prepared for the City of Miami and the POINT OF BEGINNING of a parcel of land hereinafter described; thence S64°54'34"E along said southerly limits of the Main Ship Channel for 200.16 feet; thence S22°47'31"W for 330.38 feet to the point of curvature of a circular curve concave to the Southeast having a radius of 911.00 feet; thence southwesterly along the arc of said curve to the Left and through a central angle of 7°11'53" for an arc distance of 114.45 feet to a point on said curve; thence N64°51'08"W for 207.35 feet; thence N22°47'31"E for 444.03 feet to the POINT OF BEGINNING.

Said lands containing 2.05 acres more or less.

**NOT A FIELD SURVEY
PARCEL 805**



SURVEYOR'S REPORT:

1. THIS SKETCH AND LEGAL DESCRIPTION DOES NOT CONSTITUTE A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM: NORTH AMERICAN DATUM 1983 / ADJUSTMENT 1990, FLORIDA EAST ZONE.
3. DATE PREPARED: MAY 25th, 2007.
4. PREPARED FOR PARSONS BRINCKERHOFF.
5. SOUTHERLY LIMITS OF THE MAIN SHIP CHANNEL AS PER THE BOUNDARY SURVEY FOR TENTATIVE PLAT OF WATSON ISLAND-SOUTHWEST PREPARED FOR THE CITY OF MIAMI.

LEGEND:

- D - DELTA
- L - LENGTH
- LB - LICENSED BUSINESS
- MB - MAP BOOK
- PB - PLAT BOOK
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PT - POINT OF TANGENCY
- R - RADIUS
- STA. - STATION

MANUEL G. VERA AND ASSOCIATES, INC.

ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175

PHONE: (305) 221-6210 FAX: (305) 221-1295

LICENSED BUSINESS No. 2439

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION

FIN No.: 2511562

DATE: 05-25-07

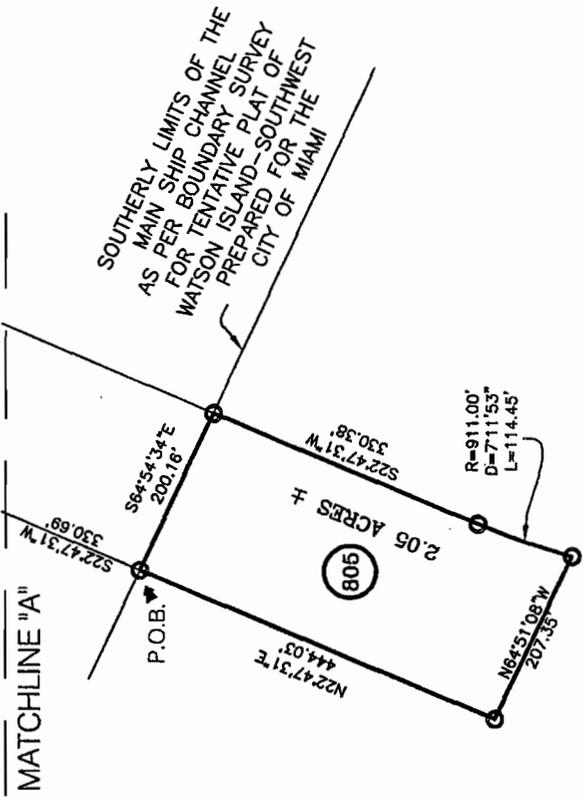
DRAWN BY: C.E.A.

SCALE 1"=200'

SHEET 1 OF 3

88

NOT A FIELD SURVEY
PARCEL 805



LEGEND:

- D - DELTA
- L - LENGTH
- LB - LICENSED BUSINESS
- MB - MAP BOOK
- PB - PLAT BOOK
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PT - POINT OF TANGENCY
- R - RADIUS
- STA. - STATION

SKETCH AND LEGAL DESCRIPTION

MANUEL G. VERA AND ASSOCIATES, INC.		TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
ENGINEERS-SURVEYORS & MAPPERS		FW No.: 2511562	SHEET
13960 S.W. 47th ST. MIAMI, FLORIDA 33175		DATE: 05-25-07	SCALE
PHONE: (305) 221-6210 FAX: (305) 221-1295		DRAWN BY: C.E.A.	1"=200'
LICENSED BUSINESS No. 2439			2 OF 3

58

LEGAL DESCRIPTION:

PORTIONS OF SECTION 6, TOWNSHIP 54 SOUTH, RANGE 42 EAST OF MIAMI-DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT SHOWN MARKED BY A 5/8" DIAMETER IRON ROD AND CAP STAMPED DOT, SHOWN AS P.T. STA. 25+50 ON THE "OFFICIAL MAP OF LOCATION AND SURVEY OF A PORTION OF SECTION 8706, DESIGNATED AS PART OF STATE ROAD A-1-A IN MIAMI-DADE COUNTY, FLORIDA", PREPARED BY THE STATE ROAD DEPARTMENT OF THE STATE OF FLORIDA, AS RECORDED IN MAP BOOK 56 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S30°08'34"E ALONG THE CENTERLINE OF GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR 876.71 FEET; THENCE S59°51'26"W FOR 262.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL DOUGLAS MAC ARTHUR CAUSEWAY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 926.00 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIAL BEARING OF 573°55'56"W AND THROUGH A CENTRAL ANGLE OF 20°44'50" FOR AN ARC DISTANCE OF 335.32 FEET TO THE POINT OF TANGENCY; THENCE S04°40'46"W FOR 52.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 18°06'44" FOR AN ARC DISTANCE OF 158.06 FEET TO THE POINT OF TANGENCY; THENCE S22°47'31"W FOR 330.69 FEET TO A POINT ON THE SOUTHERLY LIMITS OF THE MAIN SHIP CHANNEL AS PER BOUNDARY SURVEY FOR TENTATIVE PLAT OF WATSON ISLAND-SOUTHWEST PREPARED FOR THE CITY OF MIAMI AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE S64°54'34"E ALONG SAID SOUTHERLY LIMITS OF THE MAIN SHIP CHANNEL FOR 200.16 FEET; THENCE S22°47'31"W FOR 330.38 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 911.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 7°11'53" FOR AN ARC DISTANCE OF 114.45 FEET TO A POINT ON SAID CURVE; THENCE N64°51'08"W FOR 207.35 FEET; THENCE N22°47'31"E FOR 444.03 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 2.05 ACRES MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MANUEL G. VERA JR.
PROFESSIONAL SURVEYOR AND MAPPER #5291

05/25/07

STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

LICENSED BUSINESS No.2439

PARCEL 805

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
FIN No.: 2511562	
DATE: 05-25-07	SCALE: N/A
DRAWN BY: C.E.A.	SHEET: 3 OF 3

MANUEL G. VERA AND ASSOCIATES, INC.

ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175

PHONE: (305) 221-6210 FAX: (305) 221-1295

PERPETUAL EASEMENT

THIS EASEMENT Made the ____ day of _____, 20 ____, by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, grantor, to the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of **constructing and maintaining a Cross Passage and Emergency Exits for the Port of Miami Tunnel**, in, over, under, upon and through the following described land in Miami-Dade County, Florida, viz:

Parcel 806

FIN No. 2511562

Portions of Section 6, Township 54 South, Range 42 East of Miami-Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami-Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map Book 56 at page 71 of the Public Records of Miami-Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the Southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the Right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91 feet to the point of curvature of a circular curve concave to the Northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the Right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 838.96 feet to the point of curvature of a circular curve concave to the Northeast having a radius of 1033.00 feet; thence southwesterly, southerly, and southeasterly along the arc of said curve to the Left and through a central angle of 47°02'23" for an arc distance of 848.09 feet to a point on said curve; thence S79°59'41"E for 84.40 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence N22°32'57"W for 97.35 feet; thence N80°26'47"E for 256.38 feet; thence S16°59'22"W for 24.95 feet; thence S22°02'21"W for 55.17 feet to the point of tangency of a circular curve concave to the Northwest having a radius of 100.00 feet; thence southwesterly along the arc of said curve to the Right and through a central angle of 63°07'22" for an arc distance of 110.17 feet to the point of compound curvature of a circular curve concave to the Northeast having a radius of 400.00 feet; thence southwesterly, westerly, and northwesterly along the arc of said curve to the Right and through a central angle of 14°50'43" for an arc distance of 103.64 feet to the POINT OF BEGINNING.

Said lands containing 0.53 acres more or less.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

Its Chair (or Vice-Chair)

(Address)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by _____, Chairperson (or Vice-Chairperson), who is personally known to
me or who has produced _____ as identification.

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any:

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. A-1-A, Section No. 2511562, in Miami-Dade County, Florida; and

WHEREAS, it is necessary that an easement across certain lands now owned by MIAMI-DADE County, be acquired by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the County; and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation a perpetual easement, or easements, in favor of the State of Florida Department of Transportation for the purpose of **constructing and maintaining a Cross Passage and Emergency Exits for the Port of Miami Tunnel**, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Miami-Dade, County, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a perpetual easement, or easements, in favor of the State of Florida Department of Transportation in Miami-Dade County, should be drawn and executed by this Board of County Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Tallahassee, Florida.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of County Commissioners of Miami-Dade County, Florida, at a meeting held on the ____ day of _____, 20 ____.

ATTEST: _____
Clerk (or Deputy Clerk) of the Circuit Court

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

(Affix County Seal)

By: _____
Its Chair (or Vice-Chair)

(Address)

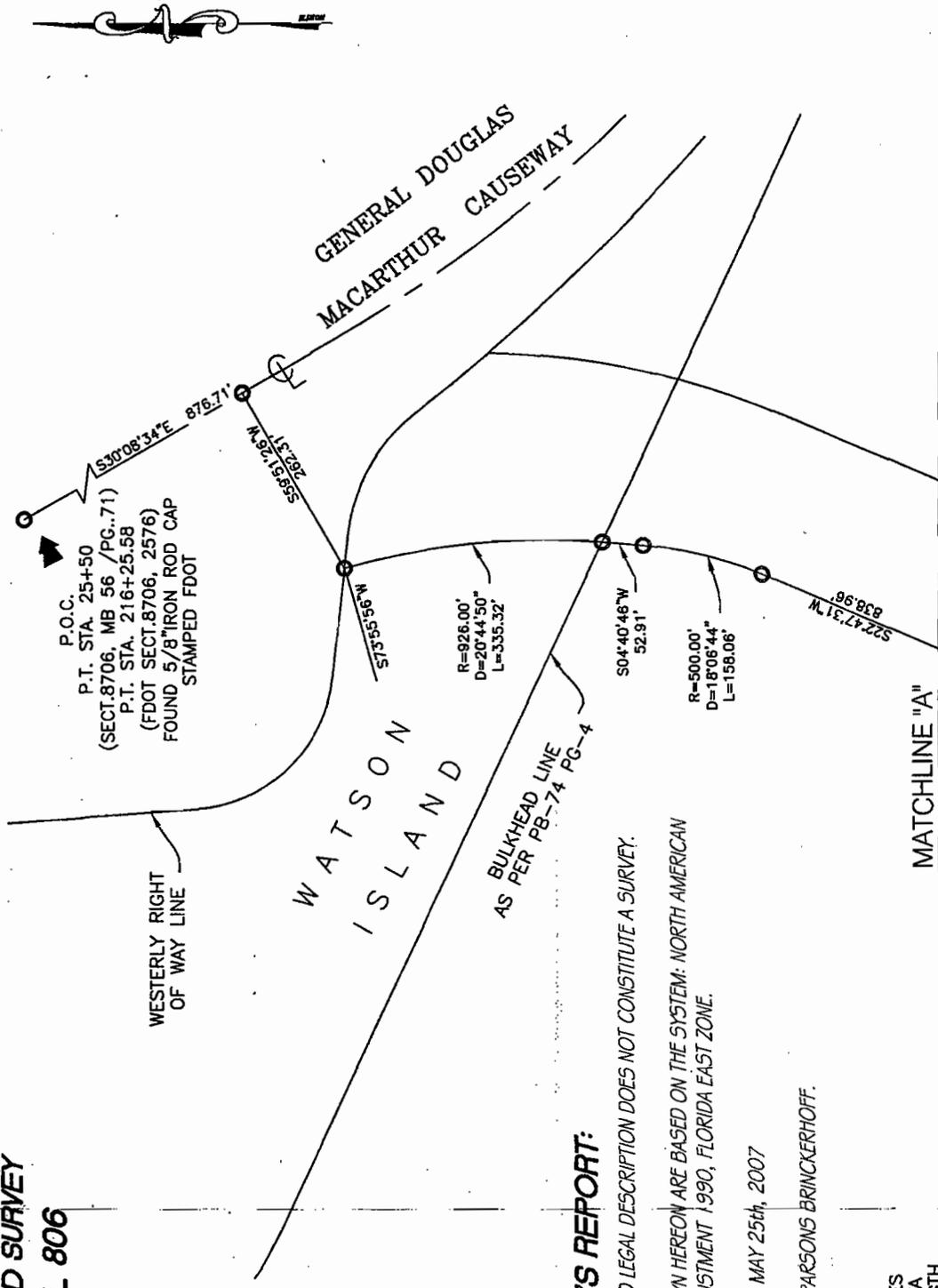
93

Portions of Section 6, Township 54 South, Range 42 East of Miami-Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami-Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map Book 56 at page 71 of the Public Records of Miami-Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the Southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the Right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to the point of tangency; thence S04°40'46"W for 52.91 feet to the point of curvature of a circular curve concave to the Northwest having a radius of 500.00 feet; thence southwesterly along the arc of said curve to the Right and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence S22°47'31"W for 838.96 feet to the point of curvature of a circular curve concave to the Northeast having a radius of 1033.00 feet; thence southwesterly, southerly, and southeasterly along the arc of said curve to the Left and through a central angle of 47°02'23" for an arc distance of 848.09 feet to a point on said curve; thence S79°59'41"E for 84.40 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence N22°32'57"W for 97.35 feet; thence N80°26'47"E for 256.38 feet; thence S16°59'22"W for 24.95 feet; thence S22°02'21"W for 55.17 feet to the point of tangency of a circular curve concave to the Northwest having a radius of 100.00 feet; thence southwesterly along the arc of said curve to the Right and through a central angle of 63°07'22" for an arc distance of 110.17 feet to the point of compound curvature of a circular curve concave to the Northeast having a radius of 400.00 feet; thence southwesterly, westerly, and northwesterly along the arc of said curve to the Right and through a central angle of 14°50'43" for an arc distance of 103.64 feet to the POINT OF BEGINNING.

Said lands containing 0.53 acres more or less.

**NOT A FIELD SURVEY
PARCEL 806**



SURVEYOR'S REPORT:

1. THIS SKETCH AND LEGAL DESCRIPTION DOES NOT CONSTITUTE A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM: NORTH AMERICAN DATUM 1983 ADJUSTMENT 1990, FLORIDA EAST ZONE.
3. DATE PREPARED: MAY 25th, 2007
4. PREPARED FOR PARSONS BRINCKERHOFF.

LEGEND:

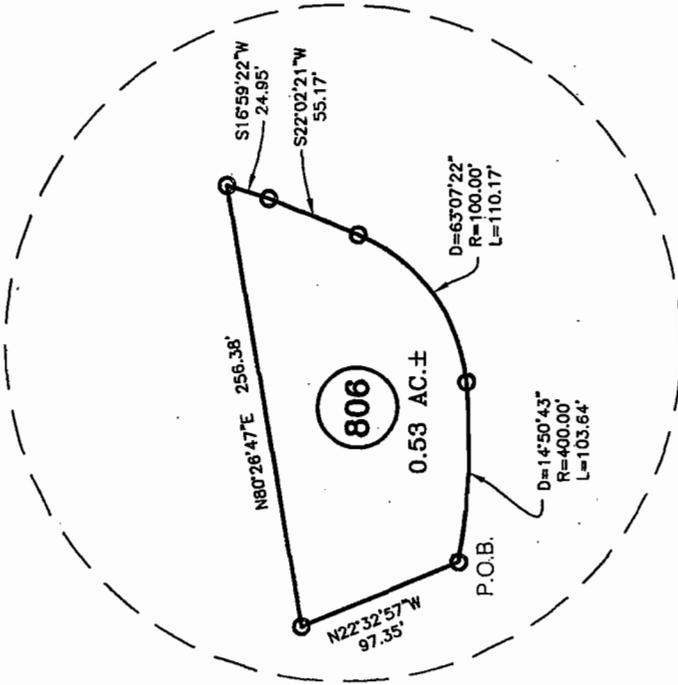
- ACRES
- DELTA
- LENGTH
- LICENSED BUSINESS
- MAP BOOK
- PLAT BOOK
- PAGE
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- POINT OF TANGENCY
- RADIUS
- STATION
- STATE ROAD

SKETCH AND LEGAL DESCRIPTION

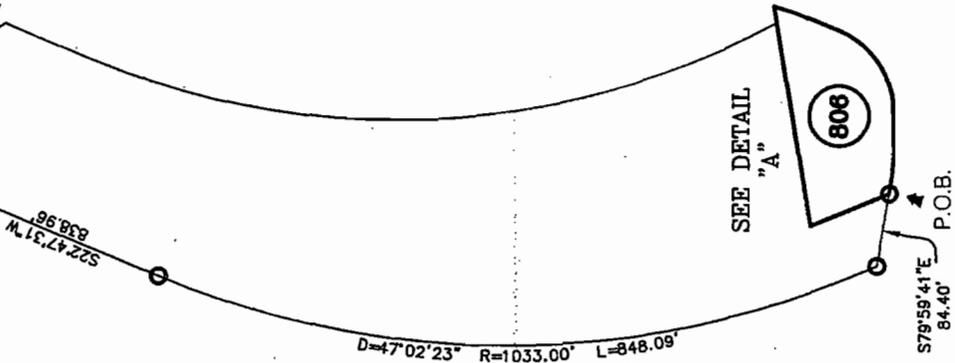
MANUEL GVERA AND ASSOCIATES, INC.		TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
ENGINEERS-SURVEYORS & MAPPERS		FN No.: 2511562	SHEET
13960 S.W. 47th ST. MIAMI, FLORIDA 33175		DATE: 05-25-07	SCALE
PHONE: (305) 221-6210 FAX: (305) 221-1295		DRAWN BY: C.E.A.	1"=200'
LICENSED BUSINESS No.2439		1 OF 3	

NOT A FIELD SURVEY
PARCEL 806

MATCHLINE "A"



DETAIL "A"
NOT TO SCALE



SEE DETAIL
"A"

LEGEND:

- AC. -ACRES
- D -DELTA
- L -LENGTH
- LB -LICENSED BUSINESS
- MB -MAP BOOK
- PB -PLAT BOOK
- PG -PAGE
- POB -POINT OF BEGINNING
- POC -POINT OF COMMENCEMENT
- PT -POINT OF TANGENCY
- R -RADIUS
- STA. -STATION

SKETCH AND LEGAL DESCRIPTION

MANUEL G. VERA AND ASSOCIATES, INC. ENGINEERS-SURVEYORS & MAPPERS 13960 S.W. 47th ST. MIAMI, FLORIDA 33175 PHONE: (305) 221-6210 FAX: (305) 221-1295		TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION FIN No.: 2511562 DATE: 05-25-07 DRAWN BY: C.E.A.	
LICENSED BUSINESS No. 2439		SCALE 1"=200'	SHEET 2 OF 3

LEGAL DESCRIPTION:

PORTIONS OF SECTION 6, TOWNSHIP 54 SOUTH, RANGE 42 EAST OF MIAMI-DADE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT SHOWN MARKED BY A 5/8" DIAMETER IRON ROD AND CAP STAMPED DOT, SHOWN AS P.T. STA. 25+50 ON THE "OFFICIAL MAP OF LOCATION AND SURVEY OF A PORTION OF SECTION 8706, DESIGNATED AS PART OF STATE ROAD A-1-A IN MIAMI-DADE COUNTY, FLORIDA", PREPARED BY THE STATE ROAD DEPARTMENT OF THE STATE OF FLORIDA, AS RECORDED IN MAP BOOK 56 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S30°08'34"E ALONG THE CENTERLINE OF GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR 876.71 FEET; THENCE S59°51'26"W FOR 262.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL DOUGLAS MAC ARTHUR CAUSEWAY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 926.00 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIAL BEARING OF 573°55'56"W AND THROUGH A CENTRAL ANGLE OF 20°44'50" FOR AN ARC DISTANCE OF 335.32 FEET TO THE POINT OF TANGENCY; THENCE S04°40'46"W FOR 52.91 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 18°06'44" FOR AN ARC DISTANCE OF 158.06 FEET TO THE POINT OF TANGENCY; THENCE S22°47'31"W FOR 838.96 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1033.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 47°02'23" FOR AN ARC DISTANCE OF 848.09 FEET TO A POINT ON SAID CURVE; THENCE S79°59'41"E FOR 84.40 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE N22°32'57"W FOR 97.35 FEET; THENCE N80°26'47"E FOR 256.38 FEET; THENCE S16°59'22"W FOR 24.95 FEET; THENCE S22°02'21"W FOR 55.17 FEET TO THE POINT OF TANGENCY OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 63°07'22" FOR AN ARC DISTANCE OF 110.17 FEET TO THE POINT OF COMPOUND CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 400.00 FEET; THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 14°50'43" FOR AN ARC DISTANCE OF 103.64 FEET TO THE POINT OF BEGINNING.
SAID LANDS CONTAINING 0.53 ACRES MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

05/25/07
MANUEL G. VERA JR.
PROFESSIONAL SURVEYOR AND MAPPER #5291
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

LICENSED BUSINESS No.2439

MANUEL G. VERA AND ASSOCIATES, INC.

ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 FAX: (305) 221-1295

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
FW No.:	2511562
DATE:	05-25-07
DRAWN BY:	C.E.A.
SCALE:	N/A
SHEET	3 OF 3

PARCEL 806

97

TEMPORARY EASEMENT

THIS EASEMENT made this ____ day of _____, 20 ____, by and between THE CITY OF MIAMI, a municipality of the State of Florida (the City), grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (the Department) its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of **create a construction staging area and handling of soil and other materials**, in, upon, over and through the following described land in Miami-Dade County, Florida, described as follows, viz:

Parcel 701

FIN No. 2511562

Portions of Watson Island, City of Miami, lying within Section 31, Township 53 South, Range 42 East, Miami Dade County, Florida, being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map book 56 at page 71 of the Public Records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway and the POINT OF BEGINNING of a parcel of land hereinafter described; thence along the westerly right of way line of said General Douglas Mac Arthur Causeway for the following described 5 (five) courses; 1) thence S83°38'08"E for 46.56 feet to the point of curvature of a circular curve concave to the Southwest having a radius of 227.50 feet; 2) thence southeasterly along the arc of said curve to the Right and through a central angle of 45°28'55" for an arc distance of 180.59 feet to the point of reverse curvature of a circular curve concave to the Northeast having a radius of 2723.00 feet; 3) thence southeasterly along the arc of said curve to the Left and through a central angle of 10°53'18" for an arc distance of 517.47 feet to a point on said curve; 4) thence N43°54'30"E for 26.98 feet to the point of curvature of a circular curve that is concave to the Northeast having a radius of 1975.08 feet; 5) thence southeasterly along the arc of said curve to the Left with a radial bearing of N43°54'09"E and through a central angle of 0°43'49" for an arc distance of 25.17 feet to a point on said curve; thence S31°21'52"W for 118.98 feet to a point on the Dade County Bulkhead Line as recorded in Plat Book 74 at page 4 of the Public Records of Miami Dade County, Florida; thence N64°58'36"W along said Dade County Bulkhead Line for 853.25 feet; thence N31°21'52"E for 252.72 feet to a point on the westerly right of way line of General Douglas Mac Arthur Causeway; thence S83°38'08"E along said westerly right of way line of General Douglas Mac Arthur Causeway for 111.02 feet to the POINT OF BEGINNING.

Said lands containing 4.39 acres more or less.

The Department will notify The City with not less than sixty (60) days previously to the beginning of any works in the area.

The Department will allow Flagstone Island Gardens to utilize a portion of the easement area for the parking of not more than 100 cars related to their own construction activities.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever, together with immunity unto the said party of the second part, its successors and assigns from all claims for damage, if any, arising from or growing out of such construction and/or maintenance to the lands, if any, owned by the party of the first part, lying adjacent or contiguous to the lands hereinabove described and the party of the first part will defend the title to said lands against all persons claiming by, through or under said party of the first part.

THIS EASEMENT shall be for a period of _____ Months commencing on the date the State of Florida, Department of Transportation becomes the owner of this easement.

98

By: _____

City Manager

Address

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____ 20____,
by _____, City Manager, who is personally known to me or who has produced
_____ as identification.

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. A-1-A, Section No. 2511562, in Miami-Dade County, Florida: and

WHEREAS, it is necessary that certain lands now owned by The City of Miami, Florida, be used temporarily by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a temporary easement, or easements, in favor of the State of Florida Department of Transportation, for the purpose of create a construction staging area and handling of soil and other materials, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of The City of Miami, Florida, that the application of the State of Florida Department of Transportation for a temporary easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a temporary easement, or easements, in favor of the State of Florida Department of Transportation, in Miami-Dade County, Florida, should be drawn and executed by this Board of City Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Tallahassee, Florida.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of The City of Miami, Florida, at a meeting held on the _____ day of _____, 20 _____.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

The Board of City of Miami, Florida,
By its Board of City Commissioners

By: _____

Its Chair (or Vice-Chair)

(Address)

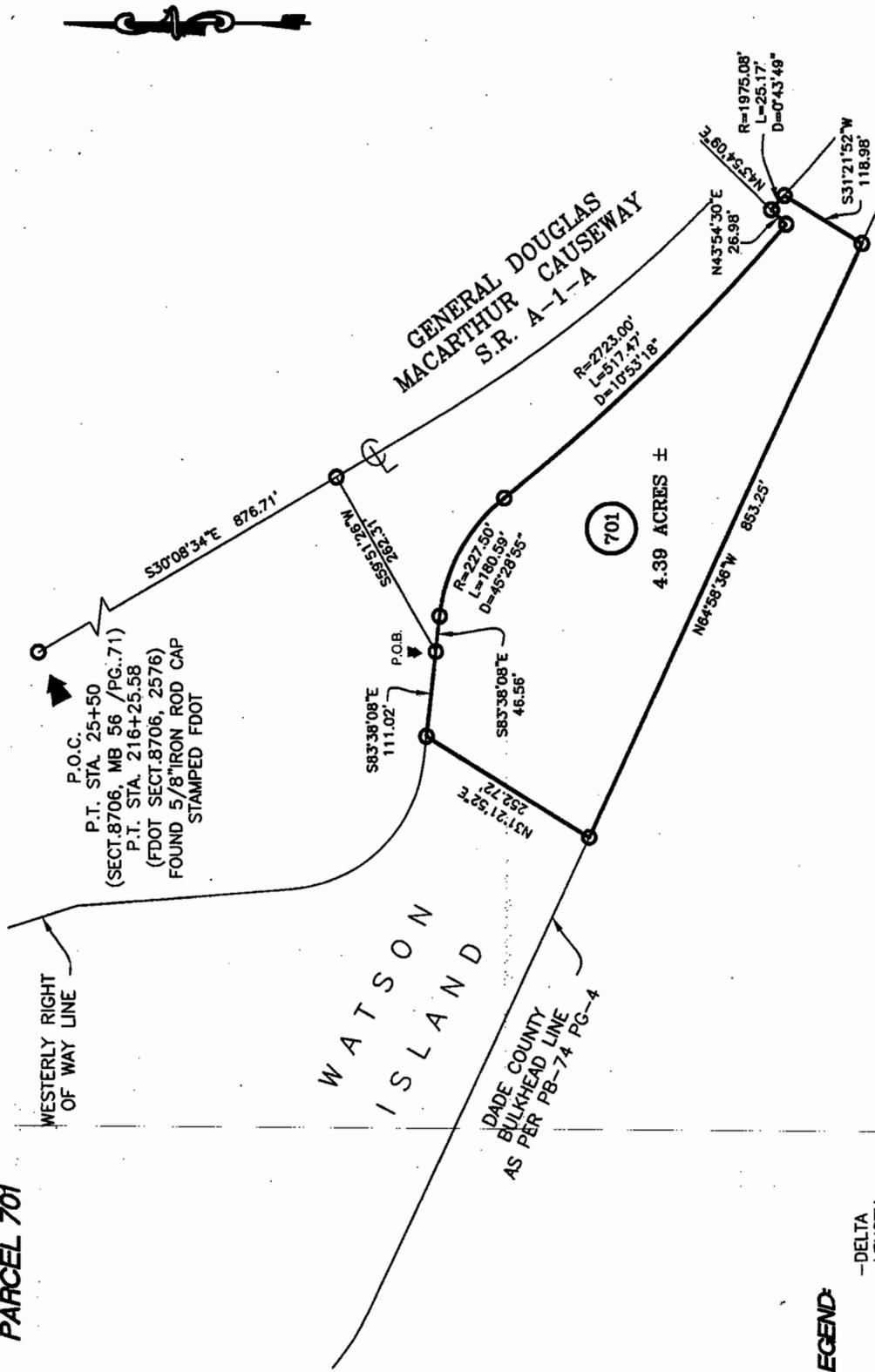
100

Portions of Watson Island, City of Miami, lying within Section 31, Township 53 South, Range 42 East, Miami Dade County, Florida, being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map book 56 at page 71 of the Public Records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway and the POINT OF BEGINNING of a parcel of land hereinafter described; thence along the westerly right of way line of said General Douglas Mac Arthur Causeway for the following described 5 (five) courses; 1) thence S83°38'08"E for 46.56 feet to the point of curvature of a circular curve concave to the Southwest having a radius of 227.50 feet; 2) thence southeasterly along the arc of said curve to the Right and through a central angle of 45°28'55" for an arc distance of 180.59 feet to the point of reverse curvature of a circular curve concave to the Northeast having a radius of 2723.00 feet; 3) thence southeasterly along the arc of said curve to the Left and through a central angle of 10°53'18" for an arc distance of 517.47 feet to a point on said curve; 4) thence N43°54'30"E for 26.98 feet to the point of curvature of a circular curve that is concave to the Northeast having a radius of 1975.08 feet; 5) thence southeasterly along the arc of said curve to the Left with a radial bearing of N43°54'09"E and through a central angle of 0°43'49" for an arc distance of 25.17 feet to a point on said curve; thence S31°21'52"W for 118.98 feet to a point on the Dade County Bulkhead Line as recorded in Plat Book 74 at page 4 of the Public Records of Miami Dade County, Florida; thence N64°58'36"W along said Dade County Bulkhead Line for 853.25 feet; thence N31°21'52"E for 252.72 feet to a point on the westerly right of way line of General Douglas Mac Arthur Causeway; thence S83°38'08"E along said westerly right of way line of General Douglas Mac Arthur Causeway for 111.02 feet to the POINT OF BEGINNING.

Said lands containing 4.39 acres more or less.

**NOT A FIELD SURVEY
PARCEL 701**



**SKETCH AND LEGAL DESCRIPTION
EASEMENT**

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION	
FW No.: 2511562	
DATE: 05-25-07	SCALE: 1"=200'
DRAWN BY: C.E.A.	SHEET: 1 OF 2

MANUEL G. VERA AND ASSOCIATES, INC.
 ENGINEERS-SURVEYORS & MAPPERS
 13960 S.W. 47th ST. MIAMI, FLORIDA 33175
 PHONE: (305) 221-6210 FAX: (305) 221-1295
 LICENSED BUSINESS No. 2439

LEGEND:

- D -- DELTA
- L -- LENGTH
- LB -- LICENSED BUSINESS
- MB -- MAP BOOK
- PB -- PLAT BOOK
- PG -- PAGE
- POB -- POINT OF BEGINNING
- POC -- POINT OF COMMENCEMENT
- PT -- POINT OF TANGENCY
- R -- RADIUS
- STA. -- STATION
- S.R. -- STATE ROAD

LEGAL DESCRIPTION:

PORTIONS OF WATSON ISLAND, CITY OF MIAMI, LYING WITHIN SECTION 31, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A POINT SHOWN MARKED BY A 5/8" DIAMETER IRON ROD AND CAP STAMPED FDOT, SHOWN AS P.T. STA. 25+50 ON THE "OFFICIAL MAP OF LOCATION AND SURVEY OF A PORTION OF SECTION 8706, DESIGNATED AS PART OF STATE ROAD A-1-A IN MIAMI-DADE COUNTY, FLORIDA", PREPARED BY THE STATE ROAD DEPARTMENT OF THE STATE OF FLORIDA, AS RECORDED IN MAP BOOK 56 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S30°08'34"E ALONG THE CENTERLINE OF GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR 876.71 FEET; THENCE S59°51'26"W FOR 262.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL DOUGLAS MAC ARTHUR CAUSEWAY AND THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR THE FOLLOWING DESCRIBED 5 (FIVE) COURSES; 1) THENCE S83°38'08"E FOR 46.56 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 227.50 FEET; 2) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND THROUGH A CENTRAL ANGLE OF 45°28'55" FOR AN ARC DISTANCE OF 180.59 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2723.00 FEET; 3) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 1°05'18" FOR AN ARC DISTANCE OF 517.47 FEET TO A POINT ON SAID CURVE; 4) THENCE N43°54'30"E FOR 26.98 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE THAT IS CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1975.08 FEET; 5) THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIAL BEARING OF N43°54'09"E AND THROUGH A CENTRAL ANGLE OF 0°43'49" FOR AN ARC DISTANCE OF 25.17 FEET TO A POINT ON SAID CURVE; THENCE S31°21'52"W FOR 118.98 FEET TO A POINT ON THE DADE COUNTY BULKHEAD LINE AS RECORDED IN PLAT BOOK 74 AT PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N64°58'36"W ALONG SAID DADE COUNTY BULKHEAD LINE FOR 853.25 FEET; THENCE N31°21'52"E FOR 252.72 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF GENERAL DOUGLAS MAC ARTHUR CAUSEWAY; THENCE S83°38'08"E ALONG SAID WESTERLY RIGHT OF WAY LINE OF GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR 111.02 FEET TO THE POINT OF BEGINNING.
SAID LANDS CONTAINING 4.39 ACRES MORE OR LESS.

SURVEYOR'S REPORT:

1. THIS SKETCH AND LEGAL DESCRIPTION DOES NOT CONSTITUTE A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM: NORTH AMERICAN DATUM 1983 ADJUSTMENT 1990, FLORIDA EAST ZONE.
3. DATE PREPARED: MAY 25th, 2007.
4. PREPARED FOR PARSONS BRINCKERHOFF.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

05/25/07

MANUEL G. VERA JR.
PROFESSIONAL SURVEYOR AND MAPPER #5291

STATE OF FLORIDA
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. LICENSED BUSINESS No.2439

MANUEL G. VERA AND ASSOCIATES, INC.

ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 FAX: (305) 221-1295

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION

FW No.: 2511562

DATE: 05-25-07

DRAWN BY: C.E.A.

SCALE: N/A

SHEET: 2 OF 2

PARCEL 701

103

PERPETUAL EASEMENT

THIS EASEMENT Made the ____ day of _____, 20____, by **THE CITY OF MIAMI**, a municipality of the State of Florida, grantor, to the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of **constructing and maintaining a permanent tunnel envelope to protect the integrity of the tunnel** in, over, under, upon and through the following described land in Miami-Dade County, Florida, viz:

Parcel 800

FIN No. 2511562

Portions of Watson Island, City of Miami, lying within Section 31, Township 53 South, Range 42 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami-Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map Book 56 at page 71 of the public records of Miami-Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence S83°38'08"E for 46.56 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the Southwest having a radius of 227.50 feet and a central angle of 45°28'55"; thence southeasterly along the arc of said curve to the Right to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway for an arc distance of 180.59 feet to a point of reverse curvature of a circular curve concave to the Northeast having a radius of 2723.00 feet and a central angle of 02°35'23"; thence southeasterly along the arc of said curve to the Left to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway for an arc distance of 123.08 feet to a point on said curve and the point of a circular curve that is concave to the Northwest having a radius of 1033.00 feet; thence southwesterly along the arc of said curve to the Right with a radial bearing of N88°42'38"W and through a central angle of 13°42'49" for an arc distance of 247.25 feet to a point on the Dade County bulkhead line as recorded in Plat Book 74 at page 4 of the public records of Miami-Dade County, Florida; thence N64°58'36"W along said Dade County bulkhead line for 231.87 feet to a point on a circular curve that is concave to the Southwest having a radius of 926.00 feet; thence northeasterly, northerly, and northwesterly along the arc of said curve to the Left with a radial bearing of N85°19'14"W and through a central angle of 20°44'52" for an arc distance of 335.32 feet to the POINT OF BEGINNING.

Said lands containing 1.79 acres more or less.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, together with immunity unto the said grantee, its successors and assigns from all claims for damage, if any, arising from or growing out of such construction and/or maintenance to the lands, if any, owned by the grantor, lying adjacent or contiguous to the lands hereinabove described and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

IN THE EVENT that the Grantee does not complete construction of the project by July 1, 2015, or at any time after commencement of operation of the Project abandons the Project, the Project Permanent and Temporary Right of Way granted, conveyed, assigned and transferred by the Grantor by temporary construction easements and perpetual easements shall revert to the Grantor, as applicable, and the parties shall execute and delivery necessary and appropriate instruments and other documents required.

104

City Manager

Address

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, City Manager, who is personally known to me or who has
produced _____ as identification.

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any:

105

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. A-1-A, Section No. 2511562, in Miami-Dade County, Florida: and

WHEREAS, it is necessary that an easement across certain lands now owned by The City of Miami, Florida, be acquired by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a perpetual easement, or easements, in favor of the State of Florida Department of Transportation for the purpose of **constructing and maintaining a permanent tunnel envelope to protect the integrity of the tunnel**, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of The City of Miami, Florida, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a perpetual easement, or easements, in favor of the State of Florida Department of Transportation in Miami-Dade County, Florida, should be drawn and executed by this Board of City Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Tallahassee, Florida.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of Miami, Florida, at a meeting held on the _____ day of _____, 20 ____.

ATTEST: _____
Clerk (or Deputy Clerk) of the Circuit Court
(Affix County Seal)

The Board of City of Miami, Florida,
By its Board of City Commissioners

By: _____
Its Chair (or Vice-Chair)

(Address)

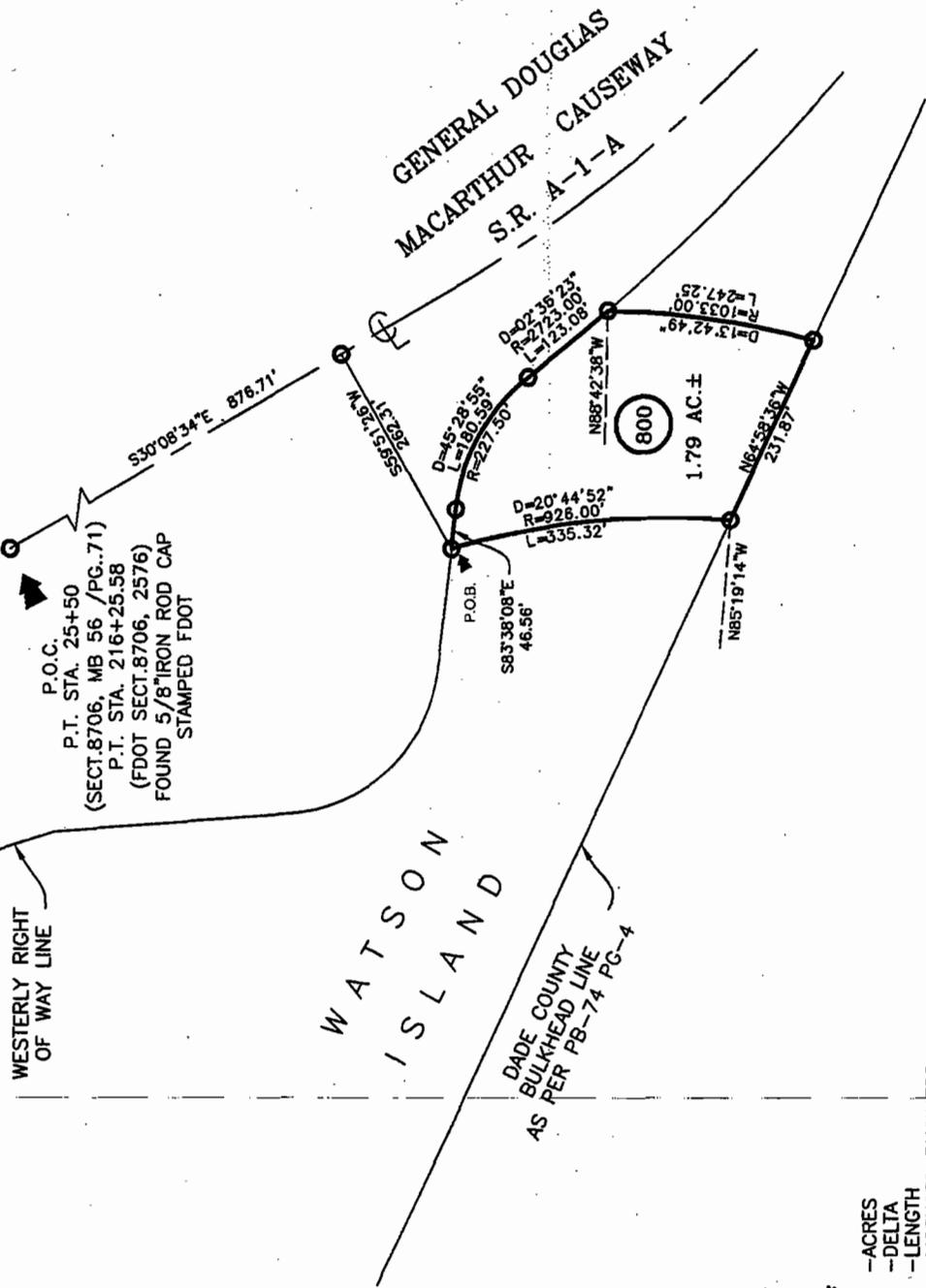
106

Portions of Watson Island, City of Miami, lying within Section 31, Township 53 South, Range 42 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at a point shown marked by a $\frac{5}{8}$ " diameter iron rod and cap stamped DOT, shown as P.T. Sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of State Road A-1-A in Miami-Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map Book 56 at page 71 of the public records of Miami-Dade County, Florida; thence $S30^{\circ}08'34"E$ along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence $S59^{\circ}51'26"W$ for 262.31 feet to the POINT OF BEGINNING of a parcel of land hereinafter described; thence $S83^{\circ}38'08"E$ for 46.56 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the Southwest having a radius of 227.50 feet and a central angle of $45^{\circ}28'55"$; thence southeasterly along the arc of said curve to the Right to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway for an arc distance of 180.59 feet to a point of reverse curvature of a circular curve concave to the Northeast having a radius of 2723.00 feet and a central angle of $02^{\circ}35'23"$; thence southeasterly along the arc of said curve to the Left to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway for an arc distance of 123.08 feet to a point on said curve and the point of a circular curve that is concave to the Northwest having a radius of 1033.00 feet; thence southwesterly along the arc of said curve to the Right with a radial bearing of $N88^{\circ}42'38"W$ and through a central angle of $13^{\circ}42'49"$ for an arc distance of 247.25 feet to a point on the Dade County bulkhead line as recorded in Plat Book 74 at page 4 of the public records of Miami-Dade County, Florida; thence $N64^{\circ}58'36"W$ along said Dade County bulkhead line for 231.87 feet to a point on a circular curve that is concave to the Southwest having a radius of 926.00 feet; thence northeasterly, northerly, and northwesterly along the arc of said curve to the Left with a radial bearing of $N85^{\circ}19'14"W$ and through a central angle of $20^{\circ}44'52"$ for an arc distance of 335.32 feet to the POINT OF BEGINNING.

Said lands containing 1.79 acres more or less.

**NOT A FIELD SURVEY
PARCEL 800**



LEGEND:

- ACRES
- DELTA
- LENGTH
- LICENSED BUSINESS
- MAP BOOK
- PLAT BOOK
- PAGE
- POINT OF BEGINNING
- POINT OF COMMENCEMENT
- POINT OF TANGENCY
- RADIUS
- STATION
- STATE ROAD

SKETCH AND LEGAL DESCRIPTION

MANUEL G. VERA AND ASSOCIATES, INC.

ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175

PHONE: (305) 221-6210 FAX: (305) 221-1295

LICENSED BUSINESS No. 2439

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION

FN No.: 2511562

DATE: 05-25-07

DRAWN BY: C.E.A.

SCALE

1"=200'

SHEET

1 OF 2

LEGAL DESCRIPTION:

PORTIONS OF WATSON ISLAND, CITY OF MIAMI, LYING WITHIN SECTION 31, TOWNSHIP 53 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT A POINT SHOWN MARKED BY A 5/8" DIAMETER IRON ROD AND CAP STAMPED DOT, SHOWN AS P.T. STA. 25+50 ON THE "OFFICIAL MAP OF LOCATION AND SURVEY OF A PORTION OF SECTION 8706, DESIGNATED AS PART OF STATE ROAD A-1-A IN MIAMI-DADE COUNTY, FLORIDA", PREPARED BY THE STATE ROAD DEPARTMENT OF THE STATE OF FLORIDA, AS RECORDED IN MAP BOOK 56 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S30°08'34"E ALONG THE CENTERLINE OF GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR 876.71 FEET; THENCE S59°51'26"W FOR 262.31 FEET TO THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE S83°38'08"E FOR 46.56 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL DOUGLAS MAC ARTHUR CAUSEWAY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 227.50 FEET AND A CENTRAL ANGLE OF 45°28'55"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR AN ARC DISTANCE OF 180.59 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 2723.00 FEET AND A CENTRAL ANGLE OF 02°35'23"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR AN ARC DISTANCE OF 123.08 FEET TO A POINT ON SAID CURVE AND THE POINT OF A CIRCULAR CURVE THAT IS CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1033.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIAL BEARING OF N88°42'38"W AND THROUGH A CENTRAL ANGLE OF 13°42'49" FOR AN ARC DISTANCE OF 247.25 FEET TO A POINT ON THE DADE COUNTY BULKHEAD LINE AS RECORDED IN PLAT BOOK 74 AT PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N64°58'36"W ALONG SAID DADE COUNTY BULKHEAD LINE FOR 231.87 FEET TO A POINT ON A CIRCULAR CURVE THAT IS CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 926.00 FEET; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIAL BEARING OF N85°19'14"W AND THROUGH A CENTRAL ANGLE OF 20°44'52" FOR AN ARC DISTANCE OF 335.32 FEET TO THE POINT OF BEGINNING.
SAID LANDS CONTAINING 1.79 ACRES MORE OR LESS.

SURVEYOR'S REPORT:

1. THIS SKETCH AND LEGAL DESCRIPTION DOES NOT CONSTITUTE A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM: NORTH AMERICAN DATUM 1983 / ADJUSTMENT 1990, FLORIDA EAST ZONE.
3. DATE PREPARED: MAY 25th, 2007
4. PREPARED FOR PARSONS BRINCKERHOFF.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

05/25/07

MANUEL G. VERA JR.

PROFESSIONAL SURVEYOR AND MAPPER #5291
STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER. LICENSED BUSINESS No. 2439

MANUEL G. VERA AND ASSOCIATES, INC.

ENGINEERS-SURVEYORS & MAPPERS

13960 S.W. 47th ST. MIAMI, FLORIDA 33175

PHONE: (305) 221-6210 FAX: (305) 221-1295

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION

FW No.: 2511562

DATE: 05-25-07

DRAWN BY: C.E.A.

SCALE

N/A

SHEET

2 OF 2

PARCEL 800

109

PERPETUAL EASEMENT

THIS EASEMENT Made the _____ day of _____, 20____, by **THE CITY OF MIAMI**, a municipality of the State of Florida, grantor, to the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of **constructing and maintaining a permanent tunnel envelope to protect the integrity of the tunnel** in, over, under, upon and through the following described land in Miami-Dade County, Florida, viz:

Parcel 801

FIN No. 2511562

Portions of Section 6, Township 54 South, Range 42 East of Miami-Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of state road A-1-A in Miami Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map Book 56 at page 71 of the public records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the Southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to a point on the Dade County Bulkhead Line as recorded in Plat Book 74 at page 4 of the public records of Miami Dade County, Florida; said point also being the POINT OF BEGINNING of a parcel of land hereinafter described; thence S64°58'36"E along said Dade County Bulkhead Line as recorded in Plat Book 74 at page 4 of the public records of Miami Dade County, Florida for 231.87 feet to the point of curvature of a circular curve concave to the northwest having a radius of 1033.00 feet; thence southwesterly along the arc of said curve to the right with a radial bearing of N74°59'49"W and through a central angle of 7°47'18" for an arc distance of 140.42 feet to the point of tangency; thence S22°47'31"W for 395.43 feet to a point on the southerly limits of the Main Ship Channel as per boundary survey for tentative plat of Watson Island-Southwest prepared for the City of Miami; thence N64°54'34"W along said southerly limits of the main ship channel for 200.16 feet; thence N22°47'31"E for 330.69 feet to the point of curvature of a circular curve concave to the northwest having a radius of 500.00 feet; thence northeasterly along the arc of said curve to the left and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence N04°40'46"E for 52.91 feet to a point on the Bulkhead Line as recorded in Plat Book 74 at page 4 of the public records of Miami Dade County, Florida; said point also being the POINT OF BEGINNING .

Said lands containing 2.51 acres more or less.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever, together with immunity unto the said grantee, its successors and assigns from all claims for damage, if any, arising from or growing out of such construction and/or maintenance to the lands, if any, owned by the grantor, lying adjacent or contiguous to the lands hereinabove described and the grantor will defend the title to said lands against all persons claiming by, through or under said grantor.

IN THE EVENT that the Grantee does not complete construction of the project by July 1, 2015, or at any time after commencement of operation of the Project abandons the Project, the Project Permanent and Temporary Right of Way granted, conveyed, assigned and transferred by the Grantor by temporary construction easements and perpetual easements shall revert to the Grantor, as applicable, and the parties shall execute and delivery necessary and appropriate instruments and other documents required.

City Manager

Address

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, City Manager, who is personally known to me or who has produced
_____ as identification.

(Signature of person taking acknowledgment)

(Type, print or stamp name under signature)
Title or rank and serial number, if any

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. A-1-A, Section No. 2511562, in Miami-Dade County, Florida: and

WHEREAS, it is necessary that an easement across certain lands now owned by The City of Miami, Florida, be acquired by the State of Florida Department of Transportation: and

WHEREAS, said use is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a perpetual easement, or easements, in favor of the State of Florida Department of Transportation for the purpose of constructing and maintaining **constructing and maintaining a permanent tunnel envelope to protect the integrity of the tunnel**, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of The City of Miami, Florida, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a perpetual easement, or easements, in favor of the State of Florida Department of Transportation in Miami-Dade, Florida, should be drawn and executed by this Board of City Commissioners. Consideration shall be \$ _____.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Tallahassee, Florida.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of Miami, Florida, at a meeting held on the _____ day of _____, 20 ____.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

The Board of City of Miami, Florida,
By its Board of City Commissioners

By: _____

Its Chair (or Vice-Chair)

(Address)

112

Portions of Section 6, Township 54 South, Range 42 East of Miami-Dade County, Florida. being more particularly described as follows:

Commence at a point shown marked by a 5/8" diameter iron rod and cap stamped DOT, shown as P.T. sta. 25+50 on the "Official Map of Location and Survey of a portion of section 8706, designated as part of state road A-1-A in Miami Dade County, Florida", prepared by the State Road Department of the State of Florida, as recorded in Map Book 56 at page 71 of the public records of Miami Dade County, Florida; thence S30°08'34"E along the centerline of General Douglas Mac Arthur Causeway for 876.71 feet; thence S59°51'26"W for 262.31 feet to a point on the westerly right of way line of said General Douglas Mac Arthur Causeway, said point also being the point of curvature of a circular curve concave to the Southwest having a radius of 926.00 feet; thence southeasterly, southerly, and southwesterly along the arc of said curve to the right with a radial bearing of S73°55'56"W and through a central angle of 20°44'50" for an arc distance of 335.32 feet to a point on the Dade County Bulkhead Line as recorded in Plat Book 74 at page 4 of the public records of Miami Dade County, Florida; said point also being the POINT OF BEGINNING of a parcel of land hereinafter described; thence S64°58'36"E along said Dade County Bulkhead Line as recorded in Plat Book 74 at page 4 of the public records of Miami Dade County, Florida for 231.87 feet to the point of curvature of a circular curve concave to the northwest having a radius of 1033.00 feet; thence southwesterly along the arc of said curve to the right with a radial bearing of N74°59'49"W and through a central angle of 7°47'18" for an arc distance of 140.42 feet to the point of tangency; thence S22°47'31"W for 395.43 feet to a point on the southerly limits of the Main Ship Channel as per boundary survey for tentative plat of Watson Island-Southwest prepared for the City of Miami; thence N64°54'34"W along said southerly limits of the main ship channel for 200.16 feet; thence N22°47'31"E for 330.69 feet to the point of curvature of a circular curve concave to the northwest having a radius of 500.00 feet; thence northeasterly along the arc of said curve to the left and through a central angle of 18°06'44" for an arc distance of 158.06 feet to the point of tangency; thence N04°40'46"E for 52.91 feet to a point on the Bulkhead Line as recorded in Plat Book 74 at page 4 of the public records of Miami Dade County, Florida; said point also being the POINT OF BEGINNING .

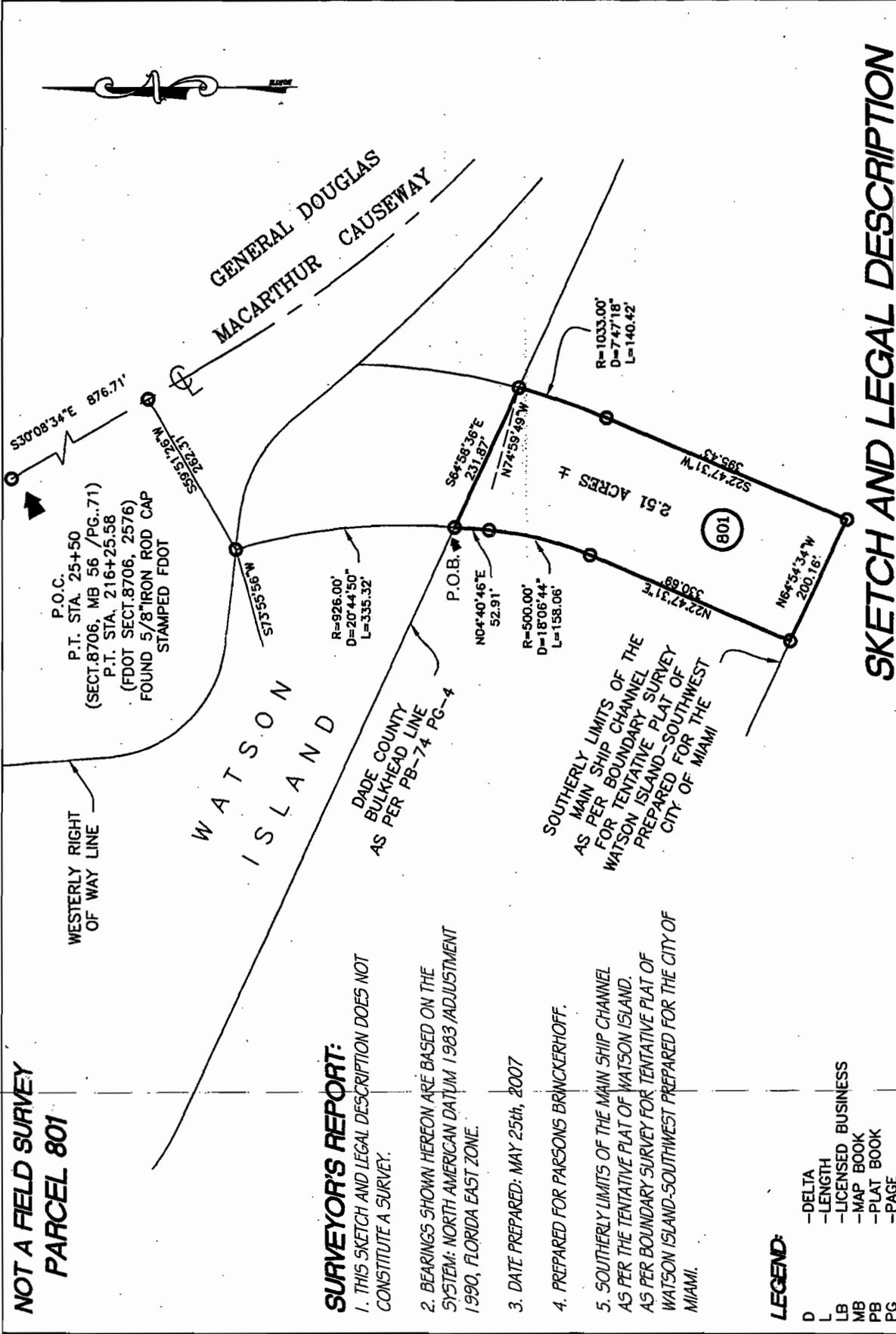
Said lands containing 2.51 acres more or less.

Portions of Section 6, Township 54 South, Range 42 East of Miami-Dade County, Florida. being more particularly described as follows:

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Said lands containing 2.51 acres more or less.

**NOT A FIELD SURVEY
PARCEL 801**



SURVEYOR'S REPORT:

1. THIS SKETCH AND LEGAL DESCRIPTION DOES NOT CONSTITUTE A SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE SYSTEM: NORTH AMERICAN DATUM 1983 ADJUSTMENT 1990, FLORIDA EAST ZONE.
3. DATE PREPARED: MAY 25th, 2007
4. PREPARED FOR PARSONS BRINCKERHOFF.
5. SOUTHERLY LIMITS OF THE MAIN SHIP CHANNEL AS PER THE TENTATIVE PLAT OF WATSON ISLAND. AS PER BOUNDARY SURVEY FOR TENTATIVE PLAT OF WATSON ISLAND-SOUTHWEST PREPARED FOR THE CITY OF MIAMI.

LEGEND:

- D - DELTA
- L - LENGTH
- LB - LICENSED BUSINESS
- MB - MAP BOOK
- PB - PLAT BOOK
- PG - PAGE
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT
- PT - POINT OF TANGENCY
- R - RADIUS
- STA. - STATION

SKETCH AND LEGAL DESCRIPTION

MANUEL G. VERA AND ASSOCIATES, INC.

ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175

LICENSED BUSINESS No.2439

TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION

FW No.: 2511562

DATE: 05-25-07

DRAWN BY: C.E.A.

SCALE

1"=200'

SHEET

1 OF 2

PHONE: (305) 221-6210 FAX: (305) 221-1295

115

LEGAL DESCRIPTION:

PORTIONS OF SECTION 6, TOWNSHIP 54 SOUTH, RANGE 42 EAST OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT A POINT SHOWN MARKED BY A 5/8" DIAMETER IRON ROD AND CAP STAMPED DOT, SHOWN AS P.T. STA. 25+50 ON THE "OFFICIAL MAP OF LOCATION AND SURVEY OF A PORTION OF SECTION 8706, DESIGNATED AS PART OF STATE ROAD A-1-A IN MIAMI-DADE COUNTY, FLORIDA", PREPARED BY THE STATE ROAD DEPARTMENT OF THE STATE OF FLORIDA, AS RECORDED IN MAP BOOK 56 AT PAGE 71 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE S30°08'34"E ALONG THE CENTERLINE OF GENERAL DOUGLAS MAC ARTHUR CAUSEWAY FOR 876.71 FEET; THENCE S59°51'26"W FOR 262.31 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF SAID GENERAL DOUGLAS MAC ARTHUR CAUSEWAY, SAID POINT ALSO BEING THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 926.00 FEET; THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIAL BEARING OF 573°55'56"W AND THROUGH A CENTRAL ANGLE OF 20°44'50" FOR AN ARC DISTANCE OF 335.32 FEET TO A POINT ON THE DADE COUNTY BULKHEAD LINE AS RECORDED IN PLAT BOOK 74 AT PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING OF A PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE S64°58'36"E ALONG SAID DADE COUNTY BULKHEAD LINE AS RECORDED IN PLAT BOOK 74 AT PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA FOR 231.87 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1033.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT WITH A RADIAL BEARING OF N74°59'49"W AND THROUGH A CENTRAL ANGLE OF 7°47'18" FOR AN ARC DISTANCE OF 140.42 FEET TO THE POINT OF TANGENCY; THENCE S22°47'31"W FOR 395.43 FEET TO A POINT ON THE SOUTHERLY LIMITS OF THE MAIN SHIP CHANNEL AS PER BOUNDARY SURVEY FOR TENTATIVE PLAT OF WATSON ISLAND-SOUTHWEST PREPARED FOR THE CITY OF MIAMI; THENCE N64°54'34"W ALONG SAID SOUTHERLY LIMITS OF THE MAIN SHIP CHANNEL FOR 200.16 FEET; THENCE N22°47'31"E FOR 330.69 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 500.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT AND THROUGH A CENTRAL ANGLE OF 18°06'44" FOR AN ARC DISTANCE OF 158.06 FEET TO THE POINT OF TANGENCY; THENCE N04°40'46"E FOR 52.91 FEET TO A POINT ON THE BULKHEAD LINE AS RECORDED IN PLAT BOOK 74 AT PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID POINT ALSO BEING THE POINT OF BEGINNING. SAID LANDS CONTAINING 2.51 ACRES MORE OR LESS.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

05/25/07

MANUEL G. VERA JR.
PROFESSIONAL SURVEYOR AND MAPPER #5291

STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER.

LICENSED BUSINESS No. 2439

PARCEL 801

TYPE OF PROJECT:	SKETCH & LEGAL DESCRIPTION
FW No.:	2511562
DATE:	05-25-07
DRAWN BY:	C.E.A.
SCALE:	N/A
SHEET:	2 OF 2

MANUEL G. VERA AND ASSOCIATES, INC.

ENGINEERS-SURVEYORS & MAPPERS
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PHONE: (305) 221-6210 FAX: (305) 221-1295

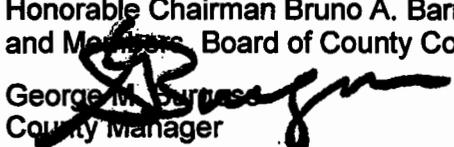
116

Memorandum



Date: July 24, 2007

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

From: 
George M. Burgess
County Manager

Subject: Supplement: Port of Miami Tunnel Project Tri-Party Master Agreement

Supplement to
Agenda Item No.
12(A)7

This supplement is provided to advise the Board of additional information, including comments from the State Department of Transportation and certain revisions to the Master Agreement which primarily amend and clarify language to the benefit of the County.

- A portion of the County's commitment will be funded from bonds in the amount of \$114 million that are payable from a portion of the state transportation funds allocated for road improvements in Miami-Dade (\$8 million in 2018 and \$17 million per year from 2019 through 2042 -SCETS). In order to bond this revenue stream, the Metropolitan Planning Organization (MPO) will need to agree to prioritize these funds for the Tunnel and to direct the FDOT to provide for such payments in its Work Program from 2018 through 2042. In the event the SCETS are not earmarked for this purpose, repayment of such bonds will be required from non-ad valorem revenues of the County.
- The \$45 million of right-of-way credits from the State is for land and easements provided by the County for the project;
- FDOT's award status with its concessionaire is that the FDOT has issued a notice of intent to award the project subject to local funding agreements with the County and the City;
- The total \$1 billion dollar cost of the project includes both capital cost to design and build the project, and operations and maintenance over a 35 year period. In addition, it is acknowledged that FDOT will bear 100% of the cost for operations and maintenance of the Tunnel over a 30 year period;
- The position of FDOT is that they have assumed a certain level of risk on the project through a risk sharing analysis in order to ensure the best overall value for the funding partners and that FDOT cannot move forward without both County and City approvals;
- FDOT, under Florida law, must operate and maintain the State Highway System. Therefore, the risk of abandonment by FDOT as described in the Manager's Memorandum is mitigated;
- The percentage range of the total cost of the project to be funded through potential tolls or tariffs from the Port of Miami is between 6% (based on a minimum \$43.5 million contribution and no expenditure of the contingency reserve) and 15% (based on a maximum of \$143.5 million contribution and full expenditure of all contingency reserve funds). When Operations and Maintenance costs assumed by the FDOT over 30 years are factored in, this contribution is lowered to between 5% and 13%;

In the final analysis, while there are significant risks associated with any project of this magnitude, the Tunnel project provides a tremendous opportunity for both the Port and this community. It was noted above that the Port's contribution through fees or tariffs would represent 6% on the low end and 15% on the high end; if we factor in the cost of operations and maintenance over the next 30 years, which the FDOT will fund at 100%, the Port's contribution is reduced to 5% to 13% of the total cost. While substantial risk does exist, these risks have been carefully considered over the course of our negotiations with FDOT and every effort has been made to manage and mitigate these.

Negotiations have continued with respect to the Master Agreement. None of the changes have increased the County's obligations. The latest version is attached with changes underlined. Some of the more significant changes are as follows:

1. The reference to the Florida State Board of Administration in the definition of Annual Rate on page 4 should be replaced with a reference to the Florida Department of Financial Services.

2. The term was revised to make it clear that the Agreement ends after Substantial Completion and all obligations are paid.
3. Section 5(d) was modified to eliminate the exposure of the City and the County with respect to any delays in the execution of the operative documents with the Concessionaire.
4. The Contingency Reserves are not subject to the Annual Rate.
5. The County and City easements shall be returned in safe condition.
6. The payment obligations in Sections 5 and 6 are for clarification purposes and not substantive.


Assistant County Manager

DRAFT July 17, 2007

MASTER AGREEMENT

for the

**PORT OF MIAMI TUNNEL AND
ACCESS IMPROVEMENT PROJECT**

among

Florida Department of Transportation

and

Miami-Dade County

and

The City of Miami

Dated _____, 2007

MASTER AGREEMENT

PORT OF MIAMI TUNNEL AND ACCESS IMPROVEMENT PROJECT

This Master Agreement (this "Agreement") is entered into and is effective as of _____, 2007 by and among the State of Florida Department of Transportation, an agency of the State of Florida ("FDOT"), Miami-Dade County ("MDC"), a political subdivision of the State of Florida, and the City of Miami ("City"), a municipal corporation of the State of Florida, collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, FDOT promotes the integration of transportation and land use planning to further public-private transportation purposes, commercial uses and economic development; and,

WHEREAS, FDOT proposes to develop, design, construct, finance, operate and maintain the Port of Miami Tunnel and Access Improvement Project (the "Project") through a public-private partnership pursuant to FDOT's enumerated powers and duties under sections 334.30 and 334.044, Florida Statutes; and,

WHEREAS, the public aspect of the Project is being undertaken with financial support from MDC and the City and with assistance from the Port of Miami (the "Port," a department of MDC) and from the Miami-Dade Water and Sewer Department ("MDWSD," a department of MDC); and,

WHEREAS, the primary components of the Project are the widening of the MacArthur Causeway Bridge, construction of a tunnel connection between Watson Island and Dodge Island (the "Tunnel"), and modifications to the Port of Miami roadway system; and,

WHEREAS, the Project will be owned by FDOT; and,

WHEREAS, FDOT issued a Request for Proposal ("RFP") to three interested proposer groups requesting that they submit a proposal for the financing, design, construction, operation and maintenance of the Project (the "Concession"), reviewed and evaluated the proposals submitted by the three proposer groups and selected a preferred proposer; and,

WHEREAS, if FDOT awards the Concession to the competitively selected proposer

group (the "Concessionaire"), it will enter into an agreement with the Concessionaire (the "Concession Agreement") having a thirty-five (35) year term (which might be extended under certain circumstances pursuant to the Concession Agreement), whereby the Concessionaire will design, construct and finance the Project and will be responsible for operation, maintenance and repair of the O&M Segments and other facilities; and,

WHEREAS, MDC and the City have reviewed the RFP documents, including the form of the Concession Agreement; and,

WHEREAS, FDOT has incurred and continues to incur significant costs to develop the Project, including for engineering, technical, legal, financial, insurance and other advisory costs as well as in-house costs; and,

WHEREAS, the Parties have agreed that MDC and the City will each make certain contributions of cash and right of way to fund a portion of the cost of procurement, design, construction, operation and maintenance of the Project; and,

WHEREAS, this Agreement is intended to provide the framework for the Parties to accomplish their respective objectives and to define their respective obligations to facilitate the financing, construction, operation and maintenance of the Project;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals and Exhibits.** The foregoing Recitals and the attached Exhibits are incorporated herein and made a part of this Agreement.

2. **Definitions.**

The capitalized terms listed below have the following meanings:

"Additional Insured Coverage" has the meaning set forth in Section 16.

"Additional Insured Status/Existing Contracts" has the meaning set forth in Section 16.

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“Agreement” has the meaning set forth in the first paragraph.

“Annual Rate” means the annual rate of interest paid on funds in the Treasury Special Purpose Investment Account administered by the Florida Department of Financial Services, or its successor.

“Availability Payments” has the meaning set forth in Appendix 1 to the Concession Agreement.

“Base Costs” means Construction Costs plus Soft Costs.

“Capital Costs” means the sum of the Construction Costs, Soft Costs and Extra Costs, including costs of termination as described in Section 6.a., as verified by an audit conducted after Substantial Completion in accordance with the Concession Agreement.

“City” has the meaning set forth in the first paragraph.

“City Annual MAP Contribution” has the meaning set forth in Section 6.c.(1).

“Concept of Operations Report” has the meaning set forth in Appendix 1 to the Concession Agreement.

“Concession Agreement” has the meaning set forth in Recitals.

“Concessionaire” has the meaning set forth in Recitals.

“Construction Costs” means projected construction and design costs for the Project, which as of the effective date hereof are estimated to be, but which may exceed, Six Hundred Nine Million Eight Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Dollars (\$609,888,888).

“Delay Costs” has the meaning set forth in Appendix 1 to the Concession Agreement.

“Direct Costs” means FDOT engineering, financial advisory, legal, insurance advisory, construction, engineering and inspection costs incurred after execution of the Concession Agreement and prior to Substantial Completion, plus Port engineering costs incurred in

connection with review of design submittals related to the work on Dodge Island only. As of the effective date hereof, Direct Costs are estimated to be, but may exceed, Fifty Million Dollars (\$50,000,000).

“Existing Coverage” has the meaning set forth in Section 16.

“Extra Costs” means costs payable by FDOT pursuant to the Concession Agreement in addition to Construction Costs and Soft Costs, including, but not limited to, Extra Work Costs, Delay Costs, payments of Availability Payments prior to achievement of Substantial Completion due to Relief Events, and the amount of Availability Payments due as a result of achievement of Substantial Completion before the substantial completion date included in the Project schedule made part of the Concession Agreement, less net actual recoveries from insurance, letters of credit, other performance guarantees and settlements, and excluding any cost solely and exclusively arising from either FDOT Project Changes or MDC Project Changes.

“Extra Work Costs” has the meaning set forth in Appendix 1 to the Concession Agreement.

“FDOT” has the meaning set forth in the first paragraph.

“FDOT Project Change” means, for purposes of this Agreement only, a change to the Project solely, voluntarily and unilaterally incurred by FDOT of its singular discretion which directly causes Extra Costs to be incurred. Without limiting the foregoing, for purposes of this Agreement only, FDOT Project Changes do not include any other changes to the Project, including without limitation changes arising from or relating to (i) the occurrence of Relief Events, (ii) any acts, omissions, delays or requests of MDC or the City, (iii) any breach or non-performance by the Concessionaire of the Concession Agreement or by MDC or the City of this Agreement, (iv) a change related to making the Project more functional, or (v) an MDC Project Change.

“FEC” has the meaning set forth in Section 9.

“Final Acceptance” means the final completion of the Project, as more fully defined in Appendix 1 to the Concession Agreement.

“Geotechnical Contingency Reserve” means the contingency reserve account (as more fully defined in Appendix 1 to the Concession Agreement) to be created and funded hereunder to fund potential Extra Costs and, in the event of MDC’s non-performance of its obligations under this Agreement, to reimburse FDOT for MDC’s share of any Direct Costs or costs related to early termination of the Concession Agreement.

“MDC” has the meaning set forth in the first paragraph.

“MDC Project Change” means, for purposes of this Agreement only, a change to the Project solely, voluntarily and unilaterally incurred by MDC of its singular discretion which directly causes Extra Costs to be incurred on the Project. This definition of “MDC Project Change” shall be subject to and, to the extent of any conflict, shall be governed by the provisions of Section 5.b. hereof. Without limiting the foregoing, for purposes of this Agreement only, MDC Project Changes do not include any other changes to the Project, including without limitation changes arising from or relating to (i) the occurrence of Relief Events, (ii) any acts, omissions, delays or requests of FDOT or the City, (iii) any breach or non-performance by the Concessionaire of the Concession Agreement or by FDOT or the City of this Agreement, or (iv) an FDOT Project Change.

“MDWSD” has the meaning set forth in Recitals.

“NTP 1” means the notice of proceed from FDOT to the Concessionaire for the commencement of certain work, as more fully defined in Appendix 1 to the Concession Agreement.

“O&M Segments” means those portions of the Project which will be operated and maintained by the Concessionaire after Substantial Completion, as more fully defined in Appendix 1 to the Concession Agreement.

“ORT Facilities” means open road toll facilities that MDC might develop, design, permit, finance, construct, install, operation, maintain, repair and remove, as more fully described in Section 5.c.

“Parties” has the meaning set forth in the first paragraph.

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“Port” has the meaning set forth in Recitals.

“Project” has the meaning set forth in Recitals.

“Project Schedule” means the schedule for design and construction of the Project, as more fully defined in Appendix 1 to the Concession Agreement.

“Project Permanent and Temporary Right of Way” has the meaning set forth in Section 7.

“Relief Events” means those events, occurrences and circumstances which potentially entitle Concessionaire to schedule and/or cost relief under the Concession Agreement, as more fully defined in Appendix 1 to the Concession Agreement.

“Reserve Account” has the meaning set forth in Section 6.c.(1)(b).

“Reserve for Relief Events” means the contingency reserve account to be created and funded hereunder and to be used during the Project as a source of payments for Relief Events.

“RFP” has the meaning set forth in Recitals.

“Soft Costs” means insurance and certain soft costs incurred by Concessionaire in connection with construction of the Project, which as of the effective date hereof are estimated to be, but which may exceed, Fifty-Four Million Eight Hundred Thirty-Six Thousand Five Hundred Eighty-Two Dollars (\$54,836,582).

“Substantial Completion” means construction of the Project is substantially complete, as more fully defined in Appendix 1 to the Concession Agreement.

“Tunnel” has the meaning set forth in Recitals.

3. Term. The term of this Agreement will commence on the date of its execution and will terminate on the date both of the following conditions are satisfied: (1) the Concession terminates as defined in the Concession Agreement, and (2) the parties have paid and performed their respective obligations under this Agreement.

4. Project Administration.

a. FDOT, with the financial support of MDC and the City, has undertaken to develop the Project. FDOT, with the involvement of MDC in the evaluation of proposals, has completed a competitive procurement process to select and contract with a Concessionaire to finance, design, construct, operate, maintain, and repair the Project pursuant to the Concession Agreement to be executed by and between FDOT and the Concessionaire. FDOT shall at all times administer, manage, and oversee the Project, the Concessionaire and its Contractors (of all tiers), in accordance with the terms and conditions of the Concession Agreement consistent with FDOT policy, practice and procedure, and in accordance with the applicable Laws of Florida. It is understood by the Parties that MDC and the City have no ownership interest in the Project and that the Project shall be owned by FDOT.

b. FDOT shall assure that, prior to commencing work on the Project, the Concessionaire obtains the performance and payment security required under the Concession Agreement. The Parties agree that in the event that a Court with jurisdiction over FDOT enters a final, non-appealable judgment requiring that different or additional performance and payment security be provided by the Concessionaire than the security required under the Concession Agreement, any additional costs, expenses and fees arising out of or relating to the procurement of such different or additional security shall be borne on a pro-rata basis by FDOT, MDC and the City.

5. Contribution Amounts. Total estimated funding obligations of FDOT, MDC and the City, collectively, are currently estimated to be Nine Hundred Fifteen Million Dollars (\$915,000,000), which is composed of Construction Costs of Six Hundred Nine Million Eight Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Dollars (\$609,888,888), Soft Costs of Fifty-Four Million Eight Hundred Thirty-Six Thousand Five Hundred Eighty-Two Dollars (\$54,836,582), Direct Costs of Fifty Million Dollars (\$50,000,000), the Geotechnical Contingency Reserve of One Hundred Fifty Million Dollars (\$150,000,000), and the Reserve for Relief Events of Fifty Million Two Hundred Seventy-Four Thousand Five Hundred Thirty Dollars (\$50,274,530).

a. **Parties' Contributions.** In accordance with the terms of this Agreement, MDC and the City agree to contribute money and rights of way to the Project as provided in this Agreement, and in the manner described in Section 6. Subject to the limits described in this

Section 5, MDC and the City shall collectively contribute fifty percent (50%) of Direct Costs plus fifty percent (50%) of the Capital Cost of the Project, except for Extra Costs arising solely and exclusively from an FDOT Project Change. In addition, MDC shall contribute fifty percent (50%) of the Geotechnical Contingency Reserve and also fifty percent (50%) of the Reserve for Relief Events. Except as provided herein for MDC Project Changes and costs required to be paid pursuant to Section 5.d., and except as provided in the final sentence of this Section 5.a., the funding obligation of MDC and the City is collectively limited to Four Hundred Fifty-Seven Million Five Hundred Thousand Dollars (\$457,500,000). As detailed in Section 6 of this Agreement, the initial contribution of MDC and the City will total Four Hundred Thirty-Two Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$432,362,735), of which MDC will contribute Three Hundred Seventy-Seven Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty Five Dollars (\$377,362,735, or 87.28%) and the City will contribute Fifty-Five Million Dollars (\$55,000,000, or 12.72%). MDC shall thereafter be wholly (100%) responsible for contributing any additional amounts authorized by this Agreement, up to the collective limit of Four Hundred Fifty-Seven Million Five Hundred Thousand Dollars (\$457,500,000), and the City shall have no obligation beyond its initial contribution of Fifty-Five Million Dollars (\$55,000,000). MDC and the City recognize and agree that the FDOT total allocation shall be limited to Four Hundred Fifty-Seven Million Five Hundred Thousand Dollars (\$457,500,000) for Capital Costs, Direct Costs, the Geotechnical Contingency Reserve, and the Reserve for Relief Events. The Parties recognize that future year amounts will be included in the FDOT work plan as required by law under section 334.30 of the Florida Statutes, subject to annual legislative appropriation as required by law. Furthermore, MDC and the City acknowledge that the cost will be shared between FDOT and MDC/City on a prorated share of 50/50 for the Capital Costs and Direct Costs up to these total amounts. The Parties hereby acknowledge and agree that the amounts set forth in this Section 5.a. are expressed as present value costs in 2007. To the extent payments of these contributions are made in future years and not 2007, the Parties agree that their future obligations shall be adjusted by applying the Annual Rate to any amounts paid after 2007.

b. Project Changes. MDC and FDOT recognize and agree that the operation of the Port may change during the term of this Agreement and that such changes and other factors may make it desirable for MDC to propose modifications to the Project. If MDC requests a

MDC Project Change, FDOT and MDC agree to confer to determine the feasibility of such changes, increased costs, schedule and other impacts on the design, construction, operation and maintenance of the Project. Any such changes shall be consistent with and not affect or interfere with FDOT's rights and obligations under the Concession Agreement or performance by Concessionaire of its obligations under the Concession Agreement. MDC shall be responsible for funding the entire cost of accomplishing such MDC Project Changes and any additional operation and maintenance costs resulting therefrom, including amounts directly incurred by FDOT and amounts payable by FDOT under the Concession Agreement. The cost of MDC Project Changes and FDOT Project Changes are not part of the funding obligations created under Section 5.a. of this Agreement; such costs shall be borne by MDC for MDC Project Changes and by FDOT for FDOT Project Changes, over and above their individual funding obligations under Section 5.a. Under no circumstances shall the City be responsible for the cost of any MDC Project Changes or FDOT Project Changes.

c. **ORT Facilities.** FDOT has been informed by MDC that MDC may in the future desire to construct, operate and maintain open road tolling facilities and charge, collect, and retain tolls for the use of the Tunnel and Port Bridge (the "ORT Facilities"). If MDC desires to proceed with the development of the ORT Facilities, MDC must notify FDOT of such decision in writing within two (2) years of the execution of this Agreement. Upon receipt of such notice, FDOT shall provide reasonable assistance to MDC in facilitating MDC's efforts to construct, operate and maintain open-road tolling facilities and to charge, collect, and retain tolls for the use of the ORT Facilities. Any development, funding, design, permitting, construction, operation and maintenance of ORT Facilities by MDC shall be consistent with and not affect or interfere with FDOT's rights and obligations under the Concession Agreement or performance by Concessionaire of its obligations under the Concession Agreement. MDC shall be responsible for all costs and expenses for the funding, design, permitting, federal approval, construction, financing, operation, maintenance, repair, replacement and ultimate removal of the ORT Facilities, and none of such costs and expenses shall constitute or be deemed to be a Project cost.

d. **Costs of Delay.** MDC and the City shall be responsible to FDOT for any Extra Costs, including increases in the Concessionaire's prices, resulting from delays by MDC or the City in discharging their obligations necessary to meet the procurement timeframe

established in the RFP. Such costs shall be in addition to and above the individual funding obligations of the City and MDC described under Section 5.a. FDOT shall notify MDC and the City of any such costs in writing within thirty (30) days after the effective date of the Concession Agreement, and payment shall be due forty-five (45) days after the date of the notice.

6. Local Contribution Schedule. MDC agrees to make an initial contribution in an amount not to exceed Three Hundred Seventy-Seven Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$377,362,735), which includes the donation of right of way valued at Forty-Five Million Dollars (\$45,000,000). The City agrees to contribute Fifty-Five Million Dollars (\$55,000,000), which includes the donation of right of way valued at Five Million Dollars (\$5,000,000) and a cash contribution in the principal amount of Fifty Million Dollars (\$50,000,000), payable in accordance with Section 6.c below. MDC and the City covenant and agree to budget and appropriate in their respective annual budgets, by amendment, if necessary, from non-ad valorem revenues, amounts sufficient to pay its respective cash contribution and all other amounts payable hereunder. Such covenant to budget and appropriate does not create any lien upon or pledge of such non-ad valorem revenues, nor does it preclude MDC or the City from pledging in the future its non-ad valorem revenues, nor does it require MDC to levy and collect any particular non-ad valorem revenues, nor does it give FDOT a prior claim on the non-ad valorem revenues as opposed to claims of general creditors of MDC or the City as applicable.

a. Contribution Commitment. The cash contributions by MDC and the City are irrevocable, unconditional and not subject to refund or repayment except under the following circumstances:

(1) If FDOT in its sole discretion terminates the Project prior to the issuance of NTP 1, the portion of MDC's cash contribution remaining, if any, after FDOT has been reimbursed fifty percent (50%) of both the Direct Costs and the termination payment due the Concessionaire under the Concession Agreement (less the City's pro-rata share of Direct Costs and the termination payment), will be refunded or repaid to MDC, and the City shall remit to FDOT the City's share of both the Direct Costs and the termination payment due at the time of termination to the Concessionaire under the Concession Agreement in accordance with Section 6.c.(3) below.

(2) In acknowledgement and due respect for the financial contributions and anticipated funding sources to be utilized by MDC and the City in their respective funding contributions to the Project, FDOT agrees to provide advance notice to MDC and the City if FDOT determines to terminate the Project at any time prior to the date of Substantial Completion. In the event the Project is terminated prior to Substantial Completion, MDC and the City shall be entitled to any remaining portion of the cash contributions by MDC and the City that are not applied to payment of Direct Costs or fully disbursed or payable by FDOT according to the terms of the Concession Agreement, plus MDC's and the City's pro rata portion of proceeds of insurance actually received by FDOT in the event of a covered loss that causes cancellation of the Project. The Parties acknowledge and agree that (i) under the Concession Agreement, in the case of termination prior to Substantial Completion, FDOT will be required under the Concession Agreement to make certain termination payments to the Concessionaire for the value of the works and, depending on the particular circumstances or termination scenario, pay other qualified costs incurred by the Concessionaire, and (ii) that any such payments are Capital Costs hereunder.

(3) In the event that all of the Geotechnical Contingency Reserve is not expended, fifty percent (50%) of the unexpended remainder will be refunded to MDC; provided, however, that such unexpended funds from the Geotechnical Contingency Reserve may also be used to pay and reimburse to FDOT: (i) the Extra Costs for Relief Events which occur prior to Substantial Completion, except Extra Costs arising solely and exclusively from FDOT Project Changes and MDC Project Changes; (ii) any additional Availability Payments due as a result of achievement of Substantial Completion before the substantial completion date included in the Project schedule made part of the Concession Agreement; (iii) Availability Payments and additional Direct Costs due to Relief Events other than those Relief Event costs paid from the Geotechnical Contingency Reserve; and (iv) in the event of MDC's non-performance of its obligations under this Agreement, to reimburse FDOT for MDC's share of any Direct Costs or costs related to early termination of the Concession Agreement. No MDC funds or City funds will be applied to FDOT Project Changes and no FDOT funds or City funds will be applied to MDC Project Changes.

b. MDC Contribution.

(1) Initial Contribution. MDC shall make an initial total cash contribution of Three Hundred Thirty-Two Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$332,362,735), of which amount One Hundred Seventy-Five Million Dollars (\$175,000,000) shall be due upon the effective date of the Concession Agreement and payable as follows: MDC shall pay One Hundred Million Dollars (\$100,000,000) toward Capital Costs within one hundred twenty (120) days of the effective date of the Concession Agreement, plus interest at the Annual Rate from the effective date of the Concession Agreement; and MDC shall provide Seventy-Five Million Dollars (\$75,000,000) toward the Geotechnical Contingency Reserve in the form of an irrevocable letter of credit (the form and issuer of which is acceptable to FDOT in its sole discretion) delivered to FDOT at the address designated by FDOT on or before the execution date of the Concession Agreement. The One Hundred Fifty-Seven Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollar (\$157,362,735) remaining balance of MDC's total cash contribution of Three Hundred Thirty-Two Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$332,362,735), plus interest accrued thereon at the Annual Rate from the effective date of the Concession Agreement until paid, shall be paid in a single lump sum payment by wire transfer in conformance with the instructions contained in Appendix 1, and without further invoice, notice or demand therefore, on or before ten (10) days prior to the date of Substantial Completion.

(2) Additional Contribution. FDOT will provide notice to MDC of any draws on the Geotechnical Contingency Reserve or on the Reserve for Relief Events. FDOT will provide notice to MDC if it reasonably believes that costs of the Project will increase such that the total of (i) Capital Costs and Direct Costs of the Project to be shared between MDC and the City and (ii) Geotechnical Contingency Reserve and Reserve for Relief Events to be shared by MDC would exceed Four Hundred Thirty-Two Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$432,362,735), in which case MDC shall be responsible for the additional contribution up to the collective limit of Four Hundred Fifty-Seven Million Five Hundred Thousand Dollars (\$457,500,000) as established in Section 5 of this Agreement. Any such additional payment shall be made within forty-five (45) days of written request by FDOT to MDC. MDC will be fully responsible for Extra Costs due to MDC Project Changes, the occurrence of a Relief Event caused by MDC or an act, omission or delay of MDC.

(3) Late Payment. With the exception of the election by MDC to provide its Seventy-Five Million Dollar (\$75,000,000) contribution to the Geotechnical Contingency Reserve in the form of an irrevocable letter of credit and the timely delivery of such letter of credit to FDOT, if MDC fails to make payment of its cash contribution in full on or before the due date, interest shall accrue on all amounts due and owing to FDOT by MDC at the Annual Rate until paid. This section shall not be construed to excuse late payments.

c. City Cash Contribution. The City's cash contribution, in the principal amount of Fifty Million Dollars \$50,000,000, plus interest accrued thereon at the Annual Rate from the date of execution of the Concession Agreement, shall be paid as herein provided.

(1) The City shall have the option, in its sole discretion, to make its cash contribution in annual installments during the original term of the Concession Agreement (the "City Annual MAP Contribution") or in a lump sum. The amount of the City Annual MAP Contribution or the Lump Sum shall be calculated as follows:

(a) **Lump Sum.** The lump sum payment shall be in the principal amount of Fifty Million Dollars (\$50,000,000), plus interest accrued thereon at the Annual Rate from the execution date of the Concession Agreement through the date of Substantial Completion. The lump sum payment shall be made within five (5) business days after the date of Substantial Completion, provided the City has elected this option and provided written notice to FDOT of this election, as provided in Section 6.c.(2) below. If the City fails to make payment of the lump sum payment in full on or before the due date, interest shall accrue on all amounts due and owing to FDOT by the City at the Annual Rate until paid.

(b) **Annual Payments.** The City's Annual MAP Contribution shall be calculated as follows:

1. A notional deposit of Fifty Million Dollars (\$50,000,000) would be placed in a reserve account (the "Reserve Account") on the date of execution of the Concession Agreement that will earn interest at the Annual Rate.

2. Sixty (60) days prior to the anticipated date of Substantial Completion, FDOT will notify the City of such pending event and provide a calculation of the annual amount payable from the monies on deposit in the Reserve Account

("City Annual MAP Contribution") within ten (10) days of the anticipated date of Substantial Completion.

3. The actual amount of the City Annual MAP Contribution shall be the amount calculated by FDOT pursuant to Section 6.c.(1)(b)4. below, and shall be due and payable on July 1 of each and every year during the original term of the Concession Agreement, with the exception of the first payment, which shall be pro-rated on the basis of the number of days from the date of Substantial Completion until July 1, and the last payment, which shall be equal to the balance in the Reserve Account as of July 1 immediately prior to the expiration of the original term of the Concession Agreement.

4. FDOT will calculate the City Annual MAP Contribution as that constant amount which could be withdrawn from the Reserve Account each and every year during the original term of the Concession Agreement after Substantial Completion such that the balance in the Reserve Account on the expiration of the original term of the Concession Agreement, taking into account estimated future interest earnings on the amount deposited therein by the City, would be zero. At the City's option, upon electing to make the City Annual MAP Contribution, after receiving notice of the first payment date as set forth in Section 6.c.(1)(b)2. immediately above, FDOT also may calculate the amount that could be withdrawn from the Reserve Account each and every year during the original term of the Concession Agreement, beginning on the date of Substantial Completion, were the withdrawal amount to be adjusted annually to the fixed rate paid by FDOT according to the terms of its inflation hedge of Availability Payments to the Concessionaire, such that the balance in the Reserve Account on the expiration of the original term of the Concession Agreement, taking into account future interest earnings, will be zero.

5. No later than May 1 of each year, FDOT shall notify the City of the City Annual MAP Contribution as recalculated to reflect actual interest earnings as of such date and estimated future interest earnings. The amount of the final City Annual MAP Contribution payable at the expiration of the original term of the Concession Agreement shall be equal to the balance in the Reserve Account.

(c) **Letter of Credit.** To further secure either its lump sum or annual payment obligations hereunder, the City agrees to provide to FDOT an irrevocable letter

of credit from a bank or a financial institution with a rating from either Moody's Investors Service or Standard & Poor's in the second highest rating category by such agency (without regard to gradation) in amount of Fifty Million Dollars (\$50,000,000) in form and substance satisfactory to FDOT and which shall remain in effect as long as the City has obligations hereunder; provided, however that the amount may be reduced annually to reflect the City's outstanding obligations. FDOT must be named as the beneficiary of such letter of credit and FDOT shall be entitled to draw on such letter of credit in the event the City fails to make its contribution hereunder. Such letter of credit must be provided no later than the earlier of (i) thirty days from the date of execution of this Agreement or (ii) the date of execution of the Concession Agreement.

(2) If the City elects to pay the City Contribution in a Lump Sum, it must give written notice to FDOT of this election not later than thirty (30) days after receipt by it of FDOT's notice of the first payment date as set forth in Section 6.c.(1)(b)2. above. Failure to elect the Lump Sum payment option will be deemed acceptance of the City Annual MAP Contribution option.

(3) In the event the Project is terminated by FDOT prior to the date of Substantial Completion, the City shall pay to FDOT the City's prorata share (12.72%) of fifty percent (50%) of the total Direct Costs and Capital Costs so paid or incurred by FDOT up to the date of termination, subject to the limits specified in Section 5 of this Agreement.

d. Application of Local Funds. The cash contributions of MDC and the City and interest accrued thereon shall be applied to Capital Costs and Direct Costs. Nothing herein shall prevent or restrict FDOT from using such funds as collateral or for payments to the Concessionaire upon the achievement of Project milestones as set forth in the Concession Agreement.

e. Credit of Third-Party Recoveries. Any money received by FDOT for the benefit of the Project from a source of security not proffered by MDC or the City, such as insurance proceeds or money from a letter of credit or bond posted by the Concessionaire, shall be credited to the Parties according to their actual pro rata contributions, but shall not be deemed to alter the Parties' contribution obligations or limits as specified in Section 5 of this Agreement.

7. **Right of Way Contribution.** MDC and the City each agrees to grant, convey, assign and transfer to FDOT by temporary construction easements and perpetual easements, substantially in the forms attached to this Agreement, the permanent and temporary right of way required for construction and operation of the Project ("Project Permanent and Temporary Right of Way") on or before the date of execution of the Concession Agreement. The Parties shall grant, convey, assign and transfer to FDOT such additional temporary construction easements and perpetual easements or modify the descriptions of existing easements as FDOT determines is necessary to accommodate construction of the Project in accordance with approved final design plans and drawings, and execute and deliver such additional instruments as FDOT determines is necessary to evidence and record the granting and conveyance of such easements and interests. MDC and the City each acknowledges that FDOT will grant Concessionaire a right of entry under the Concession Agreement, and any delay in transfer of such interests will cause FDOT to incur additional costs and liabilities to the Concessionaire under the Concession Agreement, and agrees to indemnify and hold harmless FDOT against any such costs and liabilities. In the event that this Agreement terminates in accordance with Section 3, then the Project Permanent and Temporary Right of Way granted, conveyed, assigned and transferred by MDC and the City by temporary construction easements and perpetual easements shall revert to MDC and the City, as applicable, and the parties shall execute and deliver necessary and appropriate instruments and other documents required therefor as provided in Section 18.j. MDC and the City acknowledge and agree that under no circumstances will FDOT have any obligation, responsibility or liability to restore the lands subject to the easements to their condition at the time of the original grants to FDOT pursuant to this Agreement.

a. **Conveyances.** Improvements resulting from the Project are anticipated to impact property owned by MDC, portions of which are leased to various third parties. MDC shall convey these properties to FDOT free of encumbrances and environmental liabilities.

b. Construction Easements and Perpetual Easements.

(1) **MDC Temporary Construction Easements.** MDC grants to FDOT temporary construction easements for the duration of staging for construction, construction, and related construction activities for the Project, as follows:

(a) Parcel 703, as depicted and described on attached composite Exhibit A.

(b) Parcel 704, as depicted and described on attached composite Exhibit B.

(c) Parcel 705, as depicted and described on attached composite Exhibit C.

(2) **MDC Perpetual Easements.** MDC grants to FDOT, in perpetuity and forever binding upon the Parties hereto and their respective personal representatives, administrators, successors and assigns, perpetual easements as follows:

(a) Parcel 802, as indicated and described on attached composite Exhibit D.

(b) Parcel 803, as indicated and described on attached composite Exhibit E.

(c) Parcel 804, as indicated and described on attached composite Exhibit F.

(d) Parcel 805, as indicated and described on attached composite Exhibit G.

(e) Parcel 806, as indicated and described on attached composite Exhibit H.

(3) **City Temporary Construction Easements.** The City grants to FDOT temporary construction easements for the duration of staging for construction, construction, and related construction activities for the Project, as follows:

(a) Parcel 701, as indicated and described on attached composite Exhibit I.

(4) **City Perpetual Easements.** The City grants to FDOT, in perpetuity and forever binding upon the Parties hereto and their respective personal representatives, administrators, successors and assigns, perpetual easements as follows:

(a) Parcel 800, as indicated and described on attached composite Exhibit J.

(b) Parcel 801, as indicated and described on attached composite Exhibit K.

(5) **Right of Entry.** In addition to the above temporary construction easements, MDC shall provide Concessionaire and its Contractors with reasonable access to MDC owned property appurtenant and adjacent to the Project as needed from time-to-time for performance of the Work contemplated by the Concession Agreement.

8. Utility Relocation Issues.

a. **MDC-Owned Utilities.** The Concessionaire, pursuant to the terms of the Concession Agreement, will relocate all MDC-owned utilities (fiber optic, water main, water laterals, sewer lines, and sewer laterals) impacted by the Project. Upon relocation and acceptance of the relocation of the MDC-owned utilities by MDC, such utilities will be operated and maintained by MDC. The location and installation of new or replacement MDC-owned utilities and the operation and repair of MDC-owned utilities shall not interfere with the construction, operation or maintenance of the Project.

b. **Privately Owned Utilities.** The Parties understand that Florida Power & Light and Bellsouth, with respective reservations of rights to seek compensation, will relocate their utility lines impacted by the Project prior to construction.

9. **FEC Railroad.** The existing Florida East Coast Railroad ("FEC") railroad spurs within the Project limits will be relocated by the Concessionaire at its costs, in accordance with the plans set forth in the RFP specifications in kind to serve the Port. The Port shall execute agreements and documents necessary with Concessionaire relating to such relocation work. Such relocation will be coordinated with FEC and the Port to accommodate existing railroad and port operations and existing railroad usage patterns. In the event that FEC or the Port requires betterment to the existing level of service, the costs of said betterments will be borne by FEC or

the Port. In no case will FDOT or the Concessionaire bear any of costs relating to such betterments.

10. Operations and Maintenance (O&M).

a. The Concessionaire's Roadway & Facilities O&M limits are defined as from the beginning of U-wall section on Watson Island to the end of the U-wall section on Dodge Island, including bored tunnel, cut-and-cover tunnel and U-wall structures. These areas include maintenance of all items within the boundaries that are furnished and installed by the Concessionaire.

b. The Roadway and Ancillary Facilities O&M limits also include the following:

- (1) Watson Island Substation Facility;
- (2) Dodge Island Operations Support Facility;
- (3) Dodge Island Maintenance/Garage Facility;
- (4) All portal flood gate structures, cross passageways/egress stair facilities, tunnel low point pump stations, all storm water pump stations, all parking areas and driveways to these facilities;

(5) TSCS equipment installed by the Concessionaire that is located within one mile of the Project Limits; and

(6) O&M of the interconnecting conduits, raceways, pipe, utilities, cable, manholes, pull boxes, and other components installed by the Concessionaire that connect to remote facilities that the Concessionaire is required to maintain. Examples include: Piping, conduits etc, from the Operations Support Facility to remote pump stations; conduit, cable, wiring, raceways, etc, from the Operations Support Facility to TSCS equipment located outside of the Roadway and Ancillary Facilities O&M Limits.

c. Landscape Maintenance Limits. The landscape maintenance areas are defined by the following:

- (1) Watson Island

(a) Area bounded, on the south side by the southern Frontage Road and on the north side by the northern frontage road, including the Watson Island Substation Facility, all as defined in the Concession Agreement; and

(b) Any other landscaped area or islands that are created within the parking lots and driveways of the areas described.

(2) Dodge Island: Landscaping adjacent and appurtenant to:

(a) Portal/Flood Gate structure;

(b) The Dodge Island Maintenance Facility/Garage;

(c) The Dodge Island Operations Support Facility;

(d) The Egress Stair headhouses; and

(e) Any other landscaped area or islands that are created within the parking lots and driveways of the areas described.

11. Emergency Response.

a. The limits of incident response include the areas listed above as Concessionaire O&M and areas listed above as MDC O&M, respectively.

b. Incidents are categorized in five levels of response:

(1) Level 1: Breakdown or minor accident (no injuries) in one travel lane. Tunnel closure not required.

(2) Level 2: Single vehicle accident (with injuries) and one travel lane blocked. Tunnel closure of one lane or possibly one bore.

(3) Level 3: Multiple vehicle accident (with multiple injuries) and all travel lanes blocked. No major threat of explosion, fire or hazards. Tunnel closure of one bore.

(4) Level 4: Multiple vehicle accident (multiple injuries/fatalities) and tunnel bore blocked. Potential threat of fire, explosion, hazardous airborne material, and water contamination. May require evacuation of motorists. Tunnel closure of both bores.

(5) Level 5: Conditions same as Level 4 except that all travel lanes in one direction, plus one or more travel lanes in the opposite direction must be closed. Tunnel closure of both bores.

c. Concessionaire will provide 24/7 monitoring of the incident areas described above. Concessionaire's operators will monitor the facility under a 5-minute incident detection and response protocol. Based on operating procedures the operator shall notify the appropriate emergency response personnel. At a minimum, notifications will include the following and any other entities designated by the Parties:

- (1) Florida Highway Patrol
- (2) Miami-Dade County Police Department
- (3) Miami-Dade County Fire Department
- (4) City of Miami Fire Department
- (5) City of Miami Police Department
- (6) FDOT Road Rangers
- (7) Concessionaire's Maintenance Staff/First Response Team

d. The Concessionaire will provide a First Response Team with required special equipment. The First Response Team will take command of incidents until the arrival of law enforcement or fire department personnel.

e. Fire/Life Safety Emergency. An Emergency Response Plan will be developed by the Miami-Dade County Fire Department and the City of Miami Fire Department during the design stage of the Project based upon review of the construction plans developed by the Concessionaire. Due to the infinite number of possible scenarios, either or both fire departments may be called to an emergency. Emergency response procedures will be developed by the Parties in conjunction with the Concessionaire.

12. Coordination. The Parties have exchanged information and reached agreement on aspects of the Project that will require continued cooperation and coordination, and the Concession Agreement and RFP documents were prepared in reliance on understandings and arrangements between the various public and private partners in the Project. MDC and the City

each agrees that it will provide all reasonable and appropriate assistance necessary to enable FDOT to perform and observe its obligations and covenants under the Concession Agreement and RFP documents. MDC and the City each agrees to use reasonable efforts to provide information, data and the services and testimony of officials and employees to assist FDOT and the Concessionaire to obtain required government approvals and authorizations. MDC and the City each agrees to act with diligence in its review, evaluation, processing or issuing of any approvals and authorizations within its jurisdiction for the Project.

13. Direction to Third Parties. The Parties agree that the construction activities performed on the construction easements are significant and an integral part of the Project. As a result, MDC and the City will each ensure that all third parties claiming any right to use any of the construction easements granted by it do not interfere with the activities of the Concessionaire and its contractors and subcontractors and comply with all reasonable demands and requests made by FDOT concerning such use.

14. Ingress/Egress. FDOT, Concessionaire and their respective constructors, subcontractors, vendors and consultants will have ingress and egress to and from the construction easements at all times and will secure such areas in a safe manner. MDC and the City will each reasonably secure areas within properties currently occupied by them, which are in close proximity to the construction easements and which are accessible to the traveling public. MDC and the Port are responsible for expediting any security arrangements necessary for the Concessionaire and its contractors and subcontractors to gain access to the construction sites for the Project in order to deliver the Project efficiently and as contemplated in the Project Schedule.

15. Leases and Contracts. Upon the signing of this Agreement, MDC and the City each represents that it has no knowledge of any leases, contracts, or agreements that would interfere with the performance of this Agreement and consummation of the transactions constituted hereunder, or of any outstanding uncured defaults pursuant to any leases, contracts and agreements affecting MDC properties or City properties. Should MDC or the City become aware of any such defaults, it will promptly notify FDOT and undertake to promptly cure or rectify such defaults.

16. Insurance. The Parties agree that prior to the execution of any future contract, other than the Concession Agreement, with consultants, contractors or other third parties for (a) the design, construction, staging of construction or related construction activities for the Tunnel and related road and highway improvements, or (b) the relocation of certain utilities affecting the Project, they shall cooperate in establishing the types and amounts of insurance coverage required. The Parties also agree to cooperate in approving the A.M. Best's Financial Strength Rating (or comparable rating for insurers not rated by A.M. Best that are acceptable to FDOT) for such insurance company and shall at a minimum show FDOT, MDC and the City, their respective employees, members, officers, agents, and successors as additional insureds under such coverage, except in the case of professional liability insurance and workers' compensation insurance ("Additional Insured Coverage"). The Additional Insured Coverage may include, but is not limited to: (a) commercial general liability insurance and property damage liability insurance; (b) automobile liability insurance; (c) FDOT, MDC and City protective liability insurance, if applicable; (d) railroad and utility owner protective liability insurance, if applicable; and (e) builder's risk insurance, if applicable. All insurance requirements for the Additional Insured Coverage shall be applicable to any consultant, subconsultant, prime contractor, independent contractor, sub-contractor, supplier, vendor or other private entity providing services, material, equipment or other work for any of the activities related to the construction of the Project, except for insurance provisions and requirements of existing contracts. For insurance coverage provided under existing FDOT contracts for any work regarding the MDC Construction Easements ("Existing Coverage"), FDOT shall obtain additional insured status for MDC under the Existing Coverage ("Additional Insured Status/Existing Contracts"). FDOT shall inform MDC of any costs incurred in obtaining the Additional Insured Status/Existing Contracts, as well as any increased costs for providing any portion of the Additional Insured Coverage that exceeds FDOT's standard requirements in new contracts, and MDC agrees to compensate FDOT for same. Should MDC not agree to compensate FDOT for same, FDOT shall have no obligation to provide MDC with Additional Insured Status/Existing Contracts, or any portion of the Additional Insured Coverage that exceeds FDOT's standard requirement, whichever is applicable.

17. Post Concession Agreement. The Concession Agreement has a term of thirty-five (35) years, but the term may be extended or be subject to early termination under certain

circumstances. FDOT will use reasonable efforts to provide MDC and the City advance notice of the early termination of the Concession Agreement. FDOT and MDC agree to confer on any changes to the operation and maintenance of the Project that FDOT reasonably anticipates might arise out of the take-over of the O&M of the areas identified in Section 10. of this Agreement by FDOT or the transfer of the Project to another Concessionaire.

18. Miscellaneous.

a. **Notices.** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be delivered or sent, with copies indicated, by personal delivery, certified mail, fax or overnight delivery service to all Parties as follows (or at such other address as a party shall specify by notice given pursuant to this Section 18):

To FDOT:

Florida Department of Transportation
1000 N.W. 111th Avenue, Room 6207
Miami, Florida 33172-5800
Attention: Director of Transportation
Development

With a copy to each to:

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

To the MDC:

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

With a copy to:

Office of the County Attorney
Stephen P. Clark Center
111 N.W. First Street, Suite 2810
Miami, Florida 33128

To the City:

City Hall
3500 Pan American Drive
Miami, FL 33133
Attention: City Manager

With a copy to:

Office of the City Attorney
444 SW 2nd Avenue, Suite 945
Miami, Florida 33130
Attention: City Attorney

Each notice shall be deemed given and received on the day of personal delivery or one business day after its delivery other than by personal delivery to the address for the respective party with the copies indicated, as provided in this Section 18.

b. **Entire Agreement.** This Agreement and the documents that are exhibits to this Agreement contain the entire agreement between the Parties with respect to the subject matter herein, and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

c. **Amendment.** No amendment or modification of this Agreement shall be valid unless in writing and duly executed by the Parties. Through mutual agreement, the County Manager, District Secretary and City Manager are empowered to refine this Agreement through minor amendments without further review by the Board of County Commissioners and the City Commission.

d. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective representatives, successors and assigns.

e. **Waiver.** Waiver by a Party of any breach of any provisions of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

f. **Captions.** The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

g. **Construction.** In the construction of this Agreement, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular and the masculine, feminine and neuter genders include all other genders. The

Parties agree that no single Party shall be deemed the author of this Agreement, and that the Agreement shall not be construed more or less strictly against one Party than against another.

h. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, the Parties shall, to the extent possible, negotiate a revised provision which (a) complies with applicable law, (b) does not alter any of the substantive rights, obligations or liabilities of any party under this Agreement, (c) confers upon the Parties the benefits intended to be conferred by the invalid provision, and (d) is mutually acceptable to the Parties; and the remaining provisions of this Agreement, if capable of substantial performance, shall be enforced as if this Agreement was entered into without the invalid provision.

i. **Absence of Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

j. **Other Documents.** The Parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement; provided, however, that the Parties acknowledge that certain additional actions by MDC and the City may require approval by the Board of County Commissioners and the City Commission, as applicable, and, to the extent such approval is required by law or ordinance, obtaining such approval shall be a condition to MDC's and the City's obligations under this Section. Notwithstanding the foregoing or any provision of this Agreement to the contrary, the obligation of MDC and the City to make payments under Sections 5 and 6 of this Agreement shall be unconditional except as provided in those Sections.

k. **Governing Law.** This Agreement and its interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this

Agreement or arising from or relating to this Agreement shall lie exclusively in Miami-Dade County, Florida.

l. **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and which, taken together, shall be deemed to be one agreement.

m. **Binding Affect on Component Departments of MDC and the City.** MDC and the City each acknowledges and agrees that this Agreement shall constitute the binding and enforceable obligation of the various component departments of MDC and the City, respectively, including, but not limited to, the Port and MDWSD.

n. **Time of Essence.** Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

[Signature Page follows - Remainder of Page Intentionally Blank]

Dated and executed by the Parties as of _____, 2007.

Attest:

MIAMI-DADE COUNTY
A political subdivision of the State of Florida

Harvey Ruvin, CLERK

By: _____

By: _____

George M. Burgess
County Manager

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

Assistant County Attorney

Attest:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary

By: _____

John Martinez, P.E.
District Secretary

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

District General Counsel

Attest:

CITY OF MIAMI

Name/Title

By: _____

Name
Title

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

Name/Title

Memorandum



Date:

July 24, 2007

To:

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

From:

George M. Burgess
County Manager

Subject:

Supplement No. 2 : Port of Miami Tunnel Project Tri-Party Master Agreement

Supplement #2 to
Agenda Item No. 12(A)7

This Supplement No. 2 is provided to present to the Board the revised black-lined version of the Tri-Party Master Agreement that was described in Supplement No. 1 but represented by a prior version that was inadvertently attached to Supplement No. 1.

As previously described in Supplement 1, none of the revisions increase the County's obligations and the more significant changes are listed again as follows:

1. The reference to the Florida State Board of Administration in the definition of Annual Rate on page 4 should be replaced with a reference to the Florida Department of Financial Services.
2. The term was revised to make it clear that the Agreement ends after Substantial Completion and all obligations are paid.
3. Section 5(d) was modified to eliminate the exposure of the City and the County with respect to any delays in the execution of the operative documents with the Concessionaire.
4. The Contingency Reserves are not subject to the Annual Rate.
5. The County and City easements shall be returned in safe condition.
6. The payment obligations in Sections 5 and 6 are for clarification purposes and not substantive.

Assistant County Manager

DRAFT July 17,19, 2007

MASTER AGREEMENT
for the
PORT OF MIAMI TUNNEL AND
ACCESS IMPROVEMENT PROJECT

among

Florida Department of Transportation

and

Miami-Dade County

and

The City of Miami

Dated _____, 2007

MASTER AGREEMENT

PORT OF MIAMI TUNNEL AND ACCESS IMPROVEMENT PROJECT

This Master Agreement (this "Agreement") is entered into and is effective as of _____, 2007 by and among the State of Florida Department of Transportation, an agency of the State of Florida ("FDOT"), Miami-Dade County ("MDC"), a political subdivision of the State of Florida, and the City of Miami ("City"), a municipal corporation of the State of Florida, collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, FDOT promotes the integration of transportation and land use planning to further public-private transportation purposes, commercial uses and economic development; and,

WHEREAS, FDOT proposes to develop, design, construct, finance, operate and maintain the Port of Miami Tunnel and Access Improvement Project (the "Project") through a public-private partnership pursuant to FDOT's enumerated powers and duties under sections 334.30 and 334.044, Florida Statutes; and,

WHEREAS, the public aspect of the Project is being undertaken with financial support from MDC and the City and with assistance from the Port of Miami (the "Port," a department of MDC) and from the Miami-Dade Water and Sewer Department ("MDWSD," a department of MDC); and,

WHEREAS, the primary components of the Project are the widening of the MacArthur Causeway Bridge, construction of a tunnel connection between Watson Island and Dodge Island (the "Tunnel"), and modifications to the Port of Miami roadway system; and,

WHEREAS, the Project will be owned by FDOT; and,

WHEREAS, FDOT issued a Request for Proposal ("RFP") to three interested proposer groups requesting that they submit a proposal for the financing, design, construction, operation and maintenance of the Project (the "Concession"), reviewed and evaluated the proposals submitted by the three proposer groups and selected a preferred proposer; and,

WHEREAS, if FDOT awards the Concession to the competitively selected proposer

group (the "Concessionaire"), it will enter into an agreement with the Concessionaire (the "Concession Agreement") having a thirty-five (35) year term (which might be extended under certain circumstances pursuant to the Concession Agreement), whereby the Concessionaire will design, construct and finance the Project and will be responsible for operation, maintenance and repair of the O&M Segments and other facilities; and,

WHEREAS, MDC and the City have reviewed the RFP documents, including the form of the Concession Agreement; and,

WHEREAS, FDOT has incurred and continues to incur significant costs to develop the Project, including for engineering, technical, legal, financial, insurance and other advisory costs as well as in-house costs; and,

WHEREAS, the Parties have agreed that MDC and the City will each make certain contributions of cash and right of way to fund a portion of the cost of procurement, design, construction, operation and maintenance of the Project; and,

WHEREAS, this Agreement is intended to provide the framework for the Parties to accomplish their respective objectives and to define their respective obligations to facilitate the financing, construction, operation and maintenance of the Project;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals and Exhibits. The foregoing Recitals and the attached Exhibits are incorporated herein and made a part of this Agreement.

2. Definitions.

The capitalized terms listed below have the following meanings:

"Additional Insured Coverage" has the meaning set forth in Section 16.

"Additional Insured Status/Existing Contracts" has the meaning set forth in Section 16.

“Agreement” has the meaning set forth in the first paragraph.

“Annual Rate” means the state fiscal year net average annual rate of interest paid on funds in the Florida Treasury Special Purpose Investment Account administered by the Florida Department of Financial Services, or its successor. The average shall be calculated using rates between the date payment is due and the date payment is made, with interest compounded annually at June 30.

“Availability Payments” has the meaning set forth in Appendix 1 to the Concession Agreement.

“Base Costs” means Construction Costs plus Soft Costs.

“Capital Costs” means the sum of the Construction Costs, Soft Costs and Extra Costs, including costs of termination as described in Section 6.a., as verified by an audit conducted after Substantial Completion in accordance with the Concession Agreement.

“City” has the meaning set forth in the first paragraph.

“City Annual MAP Contribution” has the meaning set forth in Section 6.c.(1).

“Concept of Operations Report” has the meaning set forth in Appendix 1 to the Concession Agreement.

“Concession Agreement” has the meaning set forth in Recitals.

“Concessionaire” has the meaning set forth in Recitals.

“Construction Costs” means projected construction and design costs for the Project, which as of the effective date hereof are estimated to be, but which may exceed, Six Hundred Nine Million Eight Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Dollars (\$609,888,888).

“Delay Costs” has the meaning set forth in Appendix 1 to the Concession Agreement.

“Direct Costs” means FDOT engineering, financial advisory, legal, insurance advisory,

construction, engineering and inspection costs incurred after execution of the Concession Agreement and prior to Substantial Completion, plus Port engineering costs incurred in connection with review of design submittals related to the work on Dodge Island only. As of the effective date hereof, Direct Costs are estimated to be, but may exceed, Fifty Million Dollars (\$50,000,000).

“Existing Coverage” has the meaning set forth in Section 16.

“Extra Costs” means costs payable by FDOT pursuant to the Concession Agreement in addition to Construction Costs and Soft Costs, including, but not limited to, Extra Work Costs, Delay Costs, safing up costs under Section 7, payments of Availability Payments prior to achievement of Substantial Completion due to Relief Events, and the amount of Availability Payments due as a result of achievement of Substantial Completion before the substantial completion date included in the Project schedule made part of the Concession Agreement, less net actual recoveries from insurance, letters of credit, other performance guarantees and settlements, and excluding any cost solely and exclusively arising from either FDOT Project Changes or MDC Project Changes.

“Extra Work Costs” has the meaning set forth in Appendix 1 to the Concession Agreement.

“FDOT” has the meaning set forth in the first paragraph.

“FDOT Project Change” means, for purposes of this Agreement only, a change to the Project solely, voluntarily and unilaterally incurred by FDOT of its singular discretion which directly causes Extra Costs to be incurred. Without limiting the foregoing, for purposes of this Agreement only, FDOT Project Changes do not include any other changes to the Project, including without limitation changes arising from or relating to (i) the occurrence of Relief Events, (ii) any acts, omissions, delays or requests of MDC or the City, (iii) any breach or non-performance by the Concessionaire of the Concession Agreement or by MDC or the City of this Agreement, (iv) a change related to making the Project more functional, or (v) an MDC Project Change.

“FEC” has the meaning set forth in Section 9.

“Final Acceptance” means the final completion of the Project, as more fully defined in Appendix 1 to the Concession Agreement.

“General Contingency” means the contingent obligation created hereunder, and funded if required as set forth in Section 6.b.(2), to be used as a source of payments for Extra Costs.

“Geotechnical Contingency Reserve” means the contingency reserve account (as more fully defined in Appendix 1 to the Concession Agreement) to be created and funded hereunder to fund potential Extra Costs and, in the event of MDC’s non-performance of its obligations under this Agreement, to reimburse FDOT for MDC’s share of any Direct Costs or costs related to early termination of the Concession Agreement.

“MDC” has the meaning set forth in the first paragraph.

“MDC Project Change” means, for purposes of this Agreement only, a change to the Project solely, voluntarily and unilaterally incurred by MDC of its singular discretion which directly causes Extra Costs to be incurred on the Project. This definition of “MDC Project Change” shall be subject to and, to the extent of any conflict, shall be governed by the provisions of Section 5.b. hereof. Without limiting the foregoing, for purposes of this Agreement only, MDC Project Changes do not include any other changes to the Project, including without limitation changes arising from or relating to (i) the occurrence of Relief Events, (ii) any acts, omissions, delays or requests of FDOT or the City, (iii) any breach or non-performance by the Concessionaire of the Concession Agreement or by FDOT or the City of this Agreement, or (iv) an FDOT Project Change.

“MDWSD” has the meaning set forth in Recitals.

“NTP 1” means the notice of proceed from FDOT to the Concessionaire for the commencement of certain work, as more fully defined in Appendix 1 to the Concession Agreement.

“O&M Segments” means those portions of the Project which will be operated and maintained by the Concessionaire after Substantial Completion, as more fully defined in Appendix 1 to the Concession Agreement.

“ORT Facilities” means open road toll facilities that MDC might develop, design, permit, finance, construct, install, operation, maintain, repair and remove, as more fully described in Section 5.c.

“Parties” has the meaning set forth in the first paragraph.

“Port” has the meaning set forth in Recitals.

“Project” has the meaning set forth in Recitals.

“Project Schedule” means the schedule for design and construction of the Project, as more fully defined in Appendix 1 to the Concession Agreement.

“Project Permanent and Temporary Right of Way” has the meaning set forth in Section 7.

“Relief Events” means those events, occurrences and circumstances which potentially entitle Concessionaire to schedule and/or cost relief under the Concession Agreement, as more fully defined in Appendix 1 to the Concession Agreement.

“Reserve Account” has the meaning set forth in Section 6.c.(1)(b).

~~“Reserve for Relief Events” means the contingency reserve account to be created and funded hereunder and to be used during the Project as a source of payments for Relief Events.~~

“RFP” has the meaning set forth in Recitals.

“Soft Costs” means insurance and certain soft costs incurred by Concessionaire in connection with construction of the Project, which as of the effective date hereof are estimated to be, but which may exceed, Fifty-Four Million Eight Hundred Thirty-Six Thousand Five Hundred Eighty-Two Dollars (\$54,836,582).

“Substantial Completion” means construction of the Project is substantially complete, as more fully defined in Appendix 1 to the Concession Agreement.

“Tunnel” has the meaning set forth in Recitals.

3. Term. The term of this Agreement will commence on the date of its execution and will terminate on the date both of the following conditions are satisfied: (1) the construction

phase of the Concession terminatesis completed and the maintenance and operations phase has begun, as defined in the Concession Agreement, and (2) the parties have paid and performed their respective obligations under this Agreement.

4. Project Administration.

a. FDOT, with the financial support of MDC and the City, has undertaken to develop the Project. FDOT, with the involvement of MDC in the evaluation of proposals, has completed a competitive procurement process to select and contract with a Concessionaire to finance, design, construct, operate, maintain, and repair the Project pursuant to the Concession Agreement to be executed by and between FDOT and the Concessionaire. FDOT shall at all times administer, manage, and oversee the Project, the Concessionaire and its Contractors (of all tiers), in accordance with the terms and conditions of the Concession Agreement consistent with FDOT policy, practice and procedure, and in accordance with the applicable Laws of Florida. It is understood by the Parties that MDC and the City have no ownership interest in the Project and that the Project shall be owned by FDOT.

b. FDOT shall assure that, prior to commencing work on the Project, the Concessionaire obtains the performance and payment security required under the Concession Agreement. The Parties agree that in the event that a Court with jurisdiction over FDOT enters a final, non-appealable judgment requiring that different or additional performance and payment security be provided by the Concessionaire than the security required under the Concession Agreement, any additional costs, expenses and fees arising out of or relating to the procurement of such different or additional security shall be borne on a pro-rata basis by FDOT, MDC and the City.

5. Contribution Amounts. Total estimated funding obligations of FDOT, MDC and the City, collectively, are currently estimated to be Nine Hundred Fifteen Million Dollars (\$915,000,000), which is composed of Construction Costs of Six Hundred Nine Million Eight Hundred Eighty-Eight Thousand Eight Hundred Eighty-Eight Dollars (\$609,888,888), Soft Costs of Fifty-Four Million Eight Hundred Thirty-Six Thousand Five Hundred Eighty-Two Dollars (\$54,836,582), Direct Costs of Fifty Million Dollars (\$50,000,000), the Geotechnical Contingency Reserve of One Hundred Fifty Million Dollars (\$150,000,000), and the ~~Reserve for~~

~~Relief Events~~General Contingency of Fifty Million Two Hundred Seventy-Four Thousand Five Hundred Thirty Dollars (\$50,274,530).

a. **Parties' Contributions.** In accordance with the terms of this Agreement, MDC and the City agree to contribute money and rights of way to the Project as provided in this Agreement, and in the manner described in Section 6. Subject to the limits described in this Section 5, MDC and the City shall collectively contribute fifty percent (50%) of Direct Costs plus fifty percent (50%) of the Capital Cost of the Project, except for Extra Costs arising solely and exclusively from an FDOT Project Change. In addition, MDC shall contribute fifty percent (50%) of the Geotechnical Contingency Reserve and also fifty percent (50%) of the ~~Reserve for Relief Events~~General Contingency. Except as provided herein for MDC Project Changes ~~and costs required to be paid pursuant to Section 5.d.~~, and except as provided in the ~~final~~penultimate sentence of this Section 5.a., the funding obligation of MDC and the City is collectively limited to Four Hundred Fifty-Seven Million Five Hundred Thousand Dollars (\$457,500,000). As detailed in Section 6 of this Agreement, the initial contribution of MDC and the City will total Four Hundred Thirty-Two Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$432,362,735), of which MDC will contribute Three Hundred Seventy-Seven Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty Five Dollars (\$377,362,735, or 87.28%) and the City will contribute Fifty-Five Million Dollars (\$55,000,000, or 12.72%). MDC shall thereafter be wholly (100%) responsible for contributing any additional amounts to the General Contingency authorized by this Agreement, up to the collective MDC and City limit of Four Hundred Fifty-Seven Million Five Hundred Thousand Dollars (\$457,500,000), and the City shall have no obligation beyond its initial contribution of Fifty-Five Million Dollars (\$55,000,000). MDC and the City recognize and agree that the FDOT total allocation shall be limited to Four Hundred Fifty-Seven Million Five Hundred Thousand Dollars (\$457,500,000) for Capital Costs, Direct Costs, the Geotechnical Contingency Reserve, and the ~~Reserve for Relief Events~~General Contingency. The Parties recognize that future year amounts will be included in the FDOT work plan as required by law under section 334.30 of the Florida Statutes, subject to annual legislative appropriation as required by law. Furthermore, MDC and the City acknowledge that the cost will be shared between FDOT and MDC/City on a prorated share of 50/50 for the Capital Costs and Direct Costs up to these total amounts. The Parties hereby acknowledge and agree that the amounts set forth in this Section 5.a. are expressed as present

value costs in 2007. To the extent payments of ~~these~~ Capital Costs or Direct Costs contributions are made in future years and not 2007, the Parties agree that their future obligations shall be adjusted by applying the Annual Rate to any amounts paid after 2007. The Annual Rate shall not apply to payments for the Geotechnical Contingency Reserve or the General Contingency.

b. **Project Changes.** MDC and FDOT recognize and agree that the operation of the Port may change during the term of this Agreement and that such changes and other factors may make it desirable for MDC to propose modifications to the Project. If MDC requests a MDC Project Change, FDOT and MDC agree to confer to determine the feasibility of such changes, increased costs, schedule and other impacts on the design, construction, operation and maintenance of the Project. Any such changes shall be consistent with and not affect or interfere with FDOT's rights and obligations under the Concession Agreement or performance by Concessionaire of its obligations under the Concession Agreement. MDC shall be responsible for funding the entire cost of accomplishing such MDC Project Changes and any additional operation and maintenance costs resulting therefrom, including amounts directly incurred by FDOT and amounts payable by FDOT under the Concession Agreement. The cost of MDC Project Changes and FDOT Project Changes are not part of the funding obligations created under Section 5.a. of this Agreement; such costs shall be borne by MDC for MDC Project Changes and by FDOT for FDOT Project Changes, over and above their individual funding obligations under Section 5.a. Under no circumstances shall the City be responsible for the cost of any MDC Project Changes or FDOT Project Changes.

c. **ORT Facilities.** FDOT has been informed by MDC that MDC may in the future desire to construct, operate and maintain open road tolling facilities and charge, collect, and retain tolls for the use of the Tunnel and Port Bridge (the "ORT Facilities"). If MDC desires to proceed with the development of the ORT Facilities, MDC must notify FDOT of such decision in writing within ~~two~~ three (23) years of the execution of this Agreement. Upon receipt of such notice, FDOT shall provide reasonable assistance to MDC in facilitating MDC's efforts to construct, operate and maintain open-road tolling facilities and to charge, collect, and retain such tolls ~~for the use of the ORT Facilities~~. Any development, funding, design, permitting, construction, operation and maintenance of ORT Facilities by MDC shall be consistent with and not affect or interfere with FDOT's rights and obligations under the Concession Agreement or performance by Concessionaire of its obligations under the Concession Agreement. MDC shall

be responsible for all costs and expenses for the funding, design, permitting, federal approval, construction, financing, operation, maintenance, repair, replacement and ultimate removal of the ORT Facilities, and none of such costs and expenses shall constitute or be deemed to be a Project cost.

d. ~~Costs of Delay.~~ ~~MDC and the City shall be responsible to FDOT for any~~ Extra Costs Consequences of Delay to Procurement Timeline. The Parties recognize that there may be increased costs, including increases in the Concessionaire's prices, resulting from delays by MDC or the City in discharging their obligations necessary to meet the procurement timeframe established in the RFP. ~~Such costs shall be in addition to and above the individual funding obligations of the City and MDC described under Section 5.a. FDOT shall notify MDC and the City of any such costs in writing within thirty (30) days after the effective date of FDOT reserves the right not to enter into the Concession Agreement, and payment shall be due forty-five (45) days after the date of the notice if FDOT determines that doing so is no longer feasible as a result of such increased costs.~~

6. **Local Contribution Schedule.** MDC agrees to ~~make an initial contribution~~ in contribute an amount not to exceed Three Hundred Seventy-Seven Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$377,362,735), ~~which includes the donation of right of way valued at Forty-Five Million Dollars (\$45,000,000) except as provided in Section 6.b.(5) below, and payable in accordance with Section 6.b below.~~ The City agrees to contribute Fifty-Five Million Dollars (\$55,000,000), ~~which includes the donation of right of way valued at Five Million Dollars (\$5,000,000) and a cash contribution in the principal amount of Fifty Million Dollars (\$50,000,000),~~ payable in accordance with Section 6.c below. MDC and the City covenant and agree to budget and appropriate in their respective annual budgets, by amendment, if necessary, from non-ad valorem revenues, amounts sufficient to pay its respective cash contribution and all other amounts payable hereunder. Such covenant to budget and appropriate does not create any lien upon or pledge of such non-ad valorem revenues, nor does it preclude MDC or the City from pledging in the future its non-ad valorem revenues, nor does it require MDC to levy and collect any particular non-ad valorem revenues, nor does it give FDOT a prior claim on the non-ad valorem revenues as opposed to claims of general creditors of MDC or the City as applicable.

a. Contribution Commitment. The cash contributions by MDC and the City are irrevocable, unconditional and not subject to refund or repayment except under the following circumstances:

(1) If FDOT in its sole discretion terminates the Project prior to the issuance of NTP 1, the portion of MDC's cash contribution remaining, if any, after FDOT has been reimbursed fifty percent (50%) of both the Direct Costs and the termination payment due the Concessionaire under the Concession Agreement (less the City's pro-rata share of Direct Costs and the termination payment), will be refunded or repaid to MDC, and the City shall remit to FDOT the City's share of both the Direct Costs and the termination payment due at the time of termination to the Concessionaire under the Concession Agreement in accordance with Section 6.c.(3) below.

(2) In acknowledgement and due respect for the financial contributions and anticipated funding sources to be utilized by MDC and the City in their respective funding contributions to the Project, FDOT agrees to provide advance notice to MDC and the City if FDOT determines to terminate the Project at any time prior to the date of Substantial Completion. In the event the Project is terminated prior to Substantial Completion, MDC and the City shall be entitled to any remaining portion of the cash contributions by MDC and the City that are not applied to payment of Direct Costs or fully disbursed or payable by FDOT according to the terms of the Concession Agreement, plus MDC's and the City's pro rata portion of proceeds of insurance actually received by FDOT in the event of a covered loss that causes cancellation of the Project. The Parties acknowledge and agree that (i) under the Concession Agreement, in the case of termination prior to Substantial Completion, FDOT will be required under the Concession Agreement to make certain termination payments to the Concessionaire for the value of the works and, depending on the particular circumstances or termination scenario, pay other qualified costs incurred by the Concessionaire, and (ii) that any such payments are Capital Costs hereunder.

(3) In the event that all of the Geotechnical Contingency Reserve is not expended, fifty percent (50%) of the unexpended remainder will be refunded to MDC; provided, however, that such unexpended funds from the Geotechnical Contingency Reserve may also be used to pay and reimburse to FDOT: (i) the Extra Costs for Relief Events which occur prior to

Substantial Completion, except Extra Costs arising solely and exclusively from FDOT Project Changes and MDC Project Changes; (ii) any additional Availability Payments due as a result of achievement of Substantial Completion before the substantial completion date included in the Project schedule made part of the Concession Agreement; (iii) Availability Payments and additional Direct Costs due to Relief Events other than those Relief Event costs paid from the Geotechnical Contingency Reserve; and (iv) in the event of MDC's non-performance of its obligations under this Agreement, to reimburse FDOT for MDC's share of any Direct Costs or costs related to early termination of the Concession Agreement. No MDC funds or City funds will be applied to FDOT Project Changes and no FDOT funds or City funds will be applied to MDC Project Changes.

~~b. MDC Contribution.~~

~~(1) Initial Contribution.~~ b. MDC Contribution. MDC shall make an ~~initial total cash contribution~~ the following payments to cover its funding obligation of Three Hundred ~~Thirty-Two~~ Seventy-Seven Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$~~332,362,735~~), of which amount ~~One Hundred Seventy-Five Million Dollars (\$175,000,000)~~ shall be due upon the effective date of the Concession Agreement and payable as follows: MDC shall pay ~~One Hundred Million Dollars (\$100,000,000)~~ toward Capital Costs within one hundred twenty (120) days of the effective date of the Concession Agreement, plus interest at the Annual Rate from the effective date of the Concession Agreement; and MDC shall provide 377,362,735.

(1) MDC shall donate right of way valued at Forty-Five Million Dollars (\$45,000,000), which sum shall not be subject to the Annual Rate.

(2) MDC shall contribute Seventy-Five Million Dollars (\$75,000,000), which sum shall not be subject to the Annual Rate, toward the Geotechnical Contingency Reserve in the form of an irrevocable letter of credit (the form and issuer of which is acceptable to FDOT in its sole discretion) delivered to FDOT at the address designated by FDOT on or before the execution effective date of the Concession Agreement. The FDOT will provide notice to MDC of any draws on the Geotechnical Contingency Reserve.

(3) MDC shall contribute One Hundred Million Dollars (\$100,000,000) in cash within one hundred twenty (120) days of the effective date of the Concession Agreement.

plus interest accrued thereon at the Annual Rate from the effective date of the Concession Agreement until paid. Of this amount, Twenty-Five Million Dollars (\$25,000,000) shall be applied to Direct Costs and the balance shall be applied to Capital Costs.

(4) MDC shall contribute One Hundred Fifty-Seven Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollar (\$157,362,735) remaining balance of MDC's total cash contribution of Three Hundred Thirty-Two Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$332,362,735), plus interest accrued thereon at the Annual Rate from the effective date of the Concession Agreement until paid, which amount shall be paid in a single lump sum payment by wire transfer in conformance with the instructions contained in Appendix 1, and without further invoice, notice or demand therefore, on or before ten (10) days prior to the date of Substantial Completion.

(2) Additional Contribution. FDOT will provide notice to MDC of any draws on the Geotechnical Contingency Reserve or on the Reserve for Relief Events. FDOT will provide notice to MDC if it reasonably believes⁵⁾ Contingent upon the condition described in this paragraph, MDC shall make an additional contribution of up to, but no more than, Twenty-Five Million One Hundred Thirty-Seven Thousand Two Hundred Sixty-Five Dollars (\$25,137,265) toward the General Contingency, which sum shall not be subject to the Annual Rate. The condition for this contribution is that costs of the Project will increase~~have increased~~ such that the total of (i) Capital Costs and Direct Costs of the Project to be shared between MDC and the City and (ii) Geotechnical Contingency Reserve and Reserve for Relief Events to be shared by MDC would exceed Four Hundred Thirty-Two Million Three Hundred Sixty-Two Thousand Seven Hundred Thirty-Five Dollars (\$432,362,735), in which case MDC shall be responsible for the additional contribution up to the collective limit. FDOT will provide written notice to MDC if it reasonably believes that this condition will be satisfied, in which case FDOT and MDC will share equally (50% each) in payment of such additional costs, up to the limit of Twenty-Five Million One Hundred Thirty-Seven Thousand Two Hundred Sixty-Five Dollars (\$25,137,265) each. MDC's contribution to the General Contingency will not cause the sum of MDC's and the City's contributions to exceed the collective cap of Four Hundred Fifty-Seven Million Five Hundred Thousand Dollars (\$457,500,000) as established in Section 5 of this Agreement. Any such additional payment shall be made within forty-five (45) days of written request by FDOT to MDC. FDOT will provide notice to MDC of any draws on the General

Contingency. MDC will be fully responsible for Extra Costs due to MDC Project Changes, the occurrence of a Relief Event caused by MDC or an act, omission or delay of MDC.

~~(3) Late Payment.~~ With the exception of the election by MDC to provide its Seventy Five Million Dollar (\$75,000,000) contribution to the Geotechnical Contingency Reserve in the form of an irrevocable letter of credit and the timely delivery of such letter of credit to FDOT, if MDC fails to make payment of its cash contribution in full on or before the due date, interest shall accrue on all amounts due and owing to FDOT by MDC at the Annual Rate until paid. This section shall not be construed to excuse late payments.

~~e. City Cash Contribution.~~ The City's cash contribution, in the principal amount of Fifty Million Dollars \$50,000,000, plus interest accrued thereon at the Annual Rate from the date of execution of the Concession Agreement, shall be paid as herein provided.

c. City Contribution. The City shall make the following payments to cover its funding obligation of Fifty-Five Million Dollars (\$55,000,000).

(1) The City shall donate right of way valued at Five Million Dollars (\$5,000,000), which sum shall not be subject to the Annual Rate.

(1)-(2) The City shall contribute cash in the principal amount of Fifty Million Dollars (\$50,000,000), plus interest accrued thereon at the Annual Rate from the effective date of the Concession Agreement until paid. The City shall have the option, in its sole discretion, to make its cash contribution in annual installments during the original term of the Concession Agreement (the "City Annual MAP Contribution") or in a lump sum. The amount of the City Annual MAP Contribution or the Lump Sum shall be calculated as follows:

(a) **Lump Sum.** The lump sum payment shall be in the principal amount of Fifty Million Dollars (\$50,000,000), plus interest accrued thereon at the Annual Rate from the execution effective date of the Concession Agreement through the date of Substantial Completion. The lump sum payment shall be made within five (5) business days after the date of Substantial Completion, provided the City has elected this option and provided written notice to FDOT of this election, as provided in Section 6.c.(2) below. If the City fails to make payment of the lump sum payment in full on or before the due date, interest shall accrue on all amounts due and owing to FDOT by the City at the Annual Rate until paid.

(b) **Annual Payments.** The City's Annual MAP Contribution shall be calculated as follows:

1. A notional deposit of Fifty Million Dollars (\$50,000,000) would be placed in a reserve account (the "Reserve Account") on the effective date of execution of the Concession Agreement that will earn interest at the Annual Rate.

2. Sixty (60) days prior to the anticipated date of Substantial Completion, FDOT will notify the City of such pending event and provide a calculation of the annual amount payable from the monies on deposit in the Reserve Account ("City Annual MAP Contribution") within ten (10) days of the anticipated date of Substantial Completion.

3. The actual amount of the City Annual MAP Contribution shall be the amount calculated by FDOT pursuant to Section 6.c.(12)(b)4. below, and shall be due and payable on July 1 of each and every year during the original term of the Concession Agreement, with the exception of the first payment, which shall be pro-rated on the basis of the number of days from the date of Substantial Completion until July 1, and the last payment, which shall be equal to the balance in the Reserve Account as of July 1 immediately prior to the expiration of the original term of the Concession Agreement.

4. FDOT will calculate the City Annual MAP Contribution as that constant amount which could be withdrawn from the Reserve Account each and every year during the original term of the Concession Agreement after Substantial Completion such that the balance in the Reserve Account on the expiration of the original term of the Concession Agreement, taking into account estimated future interest earnings on the amount deposited therein by the City, would be zero. At the City's option, upon electing to make the City Annual MAP Contribution, after receiving notice of the first payment date as set forth in Section 6.c.(12)(b)2. immediately above, FDOT also may calculate the amount that could be withdrawn from the Reserve Account each and every year during the original term of the Concession Agreement, beginning on the date of Substantial Completion, were the withdrawal amount to be adjusted annually to the fixed rate paid by FDOT according to the terms of its inflation hedge of Availability Payments to the Concessionaire, such that the balance in the Reserve Account on the expiration of the original term of the Concession Agreement, taking into account future interest earnings, will be zero.

5. No later than May 1 of each year, FDOT shall notify the City of the City Annual MAP Contribution as recalculated to reflect actual interest earnings as of such date and estimated future interest earnings. The amount of the final City Annual MAP Contribution payable at the expiration of the original term of the Concession Agreement shall be equal to the balance in the Reserve Account.

(c) **Letter of Credit.** To further secure either its lump sum or annual payment obligations hereunder, the City agrees to provide to FDOT an irrevocable letter of credit from a bank or a financial institution with a rating from either Moody's Investors Service or Standard & Poor's in the second highest rating category by such agency (without regard to gradation) in amount of Fifty Million Dollars (\$50,000,000) in form and substance satisfactory to FDOT and which shall remain in effect as long as the City has obligations hereunder; provided, however that the amount may be reduced annually to reflect the City's outstanding obligations. FDOT must be named as the beneficiary of such letter of credit and FDOT shall be entitled to draw on such letter of credit in the event the City fails to make its contribution hereunder. Such letter of credit must be provided no later than the earlier of (i) thirty days from the effective date of execution of this Agreement or (ii) the effective date of execution of the Concession Agreement.

~~(2)~~(3) If the City elects to pay the City Contribution in a Lump Sum, it must give written notice to FDOT of this election not later than thirty (30) days after receipt by it of FDOT's notice of the first payment date as set forth in Section 6.c.~~(12)~~(b)2. above. Failure to elect the Lump Sum payment option will be deemed acceptance of the City Annual MAP Contribution option.

~~(3)~~(4) In the event the Project is terminated by FDOT prior to the date of Substantial Completion, the City shall pay to FDOT the City's prorata share (12.72%) of fifty percent (50%) of the total Direct Costs and Capital Costs so paid or incurred by FDOT up to the date of termination, subject to the limits specified in Section 5 of this Agreement.

~~d.~~d. **Application of Local Funds.** The cash contributions of MDC and the City and interest accrued thereon shall be applied to Capital Costs and Direct Costs. Nothing herein shall prevent or restrict FDOT from using such funds as collateral or for payments to the

Concessionaire upon the achievement of Project milestones as set forth in the Concession Agreement.

e. Credit of Third-Party Recoveries. Any money received by FDOT for the benefit of the Project from a source of security not proffered by MDC or the City, such as insurance proceeds or money from a letter of credit or bond posted by the Concessionaire, shall be credited to the Parties according to their actual pro rata contributions, but shall not be deemed to alter the Parties' contribution obligations or limits as specified in Section 5 of this Agreement.

f. Wire Transfer of Cash Payments. All cash payments to FDOT under this Section shall be made by wire transfer using the following information:

Bank of America
Account # 001009068974
ABA # 026009593
Chief Financial Officer of Florida
Re: DOT - Type K 11-79

The reference line shall contain "DOT - Type K 11-79"

7. Right of Way Contribution. MDC and the City each agrees to grant, convey, assign and transfer to FDOT by temporary construction easements and perpetual easements, substantially in the forms attached to this Agreement, the permanent and temporary right of way required for construction and operation of the Project ("Project Permanent and Temporary Right of Way") on or before the effective date of ~~execution~~ of the Concession Agreement. The Parties shall grant, convey, assign and transfer to FDOT such additional temporary construction easements and perpetual easements or modify the descriptions of existing easements as FDOT determines is necessary to accommodate construction of the Project in accordance with approved final design plans and drawings, and execute and deliver such additional instruments as FDOT determines is necessary to evidence and record the granting and conveyance of such easements and interests. MDC and the City each acknowledges that FDOT will grant Concessionaire a right of entry under the Concession Agreement, and any delay in transfer of such interests will cause FDOT to incur additional costs and liabilities to the Concessionaire under the Concession Agreement, and agrees to indemnify and hold harmless FDOT against any such costs and liabilities. In the event that this Agreement terminates in accordance with Section 3, then the Project Permanent and Temporary Right of Way granted, conveyed, assigned and transferred by

MDC and the City by temporary construction easements and perpetual easements shall revert to MDC and the City, as applicable, and the parties shall execute and deliver necessary and appropriate instruments and other documents required therefor as provided in Section 18.j. In the event of such termination, FDOT agrees to perform such safe up measures as it deems appropriate in its sole engineering judgment. MDC and the City acknowledge and agree that under no circumstances will FDOT have any obligation, responsibility or liability to restore the lands subject to the easements to their condition at the time of the original grants to FDOT pursuant to this Agreement. The Parties' rights and obligations under this Section 7 shall survive the granting and recording of the easements required by this Section. The Parties shall cause this Agreement or a memorandum thereof to be recorded in the public record, intending that it provide notice of the Parties' respective rights and obligations in connection with the real property that is the subject of the easements.

a. **Conveyances.** Improvements resulting from the Project are anticipated to impact property owned by MDC, portions of which are leased to various third parties. MDC shall convey these properties to FDOT free of encumbrances and environmental liabilities.

b. **Construction Easements and Perpetual Easements.**

(1) **MDC Temporary Construction Easements.** MDC grants to FDOT temporary construction easements for the duration of staging for construction, construction, and related construction activities for the Project, as follows:

(a) Parcel 703, as depicted and described on attached composite Exhibit A.

(b) Parcel 704, as depicted and described on attached composite Exhibit B.

(c) Parcel 705, as depicted and described on attached composite Exhibit C.

(2) **MDC Perpetual Easements.** MDC grants to FDOT, in perpetuity and forever binding upon the Parties hereto and their respective personal representatives, administrators, successors and assigns, perpetual easements as follows:

(a) Parcel 802, as indicated and described on attached composite
Exhibit D.

(b) Parcel 803, as indicated and described on attached composite
Exhibit E.

(c) Parcel 804, as indicated and described on attached composite
Exhibit F.

(d) Parcel 805, as indicated and described on attached composite
Exhibit G

(e) Parcel 806, as indicated and described on attached composite
Exhibit H.

(3) **City Temporary Construction Easements.** The City grants to FDOT temporary construction easements for the duration of staging for construction, construction, and related construction activities for the Project, as follows:

(a) Parcel 701, as indicated and described on attached composite
Exhibit I.

(4) **City Perpetual Easements.** The City grants to FDOT, in perpetuity and forever binding upon the Parties hereto and their respective personal representatives, administrators, successors and assigns, perpetual easements as follows:

(a) Parcel 800, as indicated and described on attached composite
Exhibit J.

(b) Parcel 801, as indicated and described on attached composite
Exhibit K.

(5) **Right of Entry.** In addition to the above temporary construction easements, MDC shall provide Concessionaire and its Contractors with reasonable access to MDC owned property appurtenant and adjacent to the Project as needed from time-to-time for performance of the Work contemplated by the Concession Agreement.

8. Utility Relocation Issues.

a. **MDC-Owned Utilities.** The Concessionaire, pursuant to the terms of the Concession Agreement, will relocate all MDC-owned utilities (fiber optic, water main, water laterals, sewer lines, and sewer laterals) impacted by the Project. Upon relocation and acceptance of the relocation of the MDC-owned utilities by MDC, such utilities will be operated and maintained by MDC. The location and installation of new or replacement MDC-owned utilities and the operation and repair of MDC-owned utilities shall not interfere with the construction, operation or maintenance of the Project.

b. **Privately Owned Utilities.** The Parties understand that Florida Power & Light and Bellsouth, with respective reservations of rights to seek compensation, will relocate their utility lines impacted by the Project prior to construction.

9. **FEC Railroad.** The existing Florida East Coast Railroad ("FEC") railroad spurs within the Project limits will be relocated by the Concessionaire at its costs, in accordance with the plans set forth in the RFP specifications in kind to serve the Port. The Port shall execute agreements and documents necessary with Concessionaire relating to such relocation work. Such relocation will be coordinated with FEC and the Port to accommodate existing railroad and port operations and existing railroad usage patterns. In the event that FEC or the Port requires betterment to the existing level of service, the costs of said betterments will be borne by FEC or the Port. In no case will FDOT or the Concessionaire bear any of costs relating to such betterments.

10. Operations and Maintenance (O&M).

a. The Concessionaire's Roadway & Facilities O&M limits are defined as from the beginning of U-wall section on Watson Island to the end of the U-wall section on Dodge Island, including bored tunnel, cut-and-cover tunnel and U-wall structures. These areas include maintenance of all items within the boundaries that are furnished and installed by the Concessionaire.

b. The Roadway and Ancillary Facilities O&M limits also include the following:

- (1) Watson Island Substation Facility;
- (2) Dodge Island Operations Support Facility;

(3) Dodge Island Maintenance/Garage Facility;

(4) All portal flood gate structures, cross passageways/egress stair facilities, tunnel low point pump stations, all storm water pump stations, all parking areas and driveways to these facilities;

(5) TSCS equipment installed by the Concessionaire that is located within one mile of the Project Limits; and

(6) O&M of the interconnecting conduits, raceways, pipe, utilities, cable, manholes, pull boxes, and other components installed by the Concessionaire that connect to remote facilities that the Concessionaire is required to maintain. Examples include: Piping, conduits etc, from the Operations Support Facility to remote pump stations; conduit, cable, wiring, raceways, etc, from the Operations Support Facility to TSCS equipment located outside of the Roadway and Ancillary Facilities O&M Limits.

c. Landscape Maintenance Limits. The landscape maintenance areas are defined by the following:

(1) Watson Island

(a) Area bounded, on the south side by the southern Frontage Road and on the north side by the northern frontage road, including the Watson Island Substation Facility, all as defined in the Concession Agreement; and

(b) Any other landscaped area or islands that are created within the parking lots and driveways of the areas described.

(2) Dodge Island: Landscaping adjacent and appurtenant to:

(a) Portal/Flood Gate structure;

(b) The Dodge Island Maintenance Facility/Garage;

(c) The Dodge Island Operations Support Facility;

(d) The Egress Stair headhouses; and

(e) Any other landscaped area or islands that are created within the parking lots and driveways of the areas described.

11. Emergency Response.

a. The limits of incident response include the areas listed above as Concessionaire O&M and areas listed above as MDC O&M, respectively.

b. Incidents are categorized in five levels of response:

(1) Level 1: Breakdown or minor accident (no injuries) in one travel lane. Tunnel closure not required.

(2) Level 2: Single vehicle accident (with injuries) and one travel lane blocked. Tunnel closure of one lane or possibly one bore.

(3) Level 3: Multiple vehicle accident (with multiple injuries) and all travel lanes blocked. No major threat of explosion, fire or hazards. Tunnel closure of one bore.

(4) Level 4: Multiple vehicle accident (multiple injuries/fatalities) and tunnel bore blocked. Potential threat of fire, explosion, hazardous airborne material, and water contamination. May require evacuation of motorists. Tunnel closure of both bores.

(5) Level 5: Conditions same as Level 4 except that all travel lanes in one direction, plus one or more travel lanes in the opposite direction must be closed. Tunnel closure of both bores.

c. Concessionaire will provide 24/7 monitoring of the incident areas described above. Concessionaire's operators will monitor the facility under a 5-minute incident detection and response protocol. Based on operating procedures the operator shall notify the appropriate emergency response personnel. At a minimum, notifications will include the following and any other entities designated by the Parties:

- (1) Florida Highway Patrol
- (2) Miami-Dade County Police Department
- (3) Miami-Dade County Fire Department
- (4) City of Miami Fire Department
- (5) City of Miami Police Department
- (6) FDOT Road Rangers

(7) Concessionaire's Maintenance Staff/First Response Team

d. The Concessionaire will provide a First Response Team with required special equipment. The First Response Team will take command of incidents until the arrival of law enforcement or fire department personnel.

e. Fire/Life Safety Emergency. An Emergency Response Plan will be developed by the Miami-Dade County Fire Department and the City of Miami Fire Department during the design stage of the Project based upon review of the construction plans developed by the Concessionaire. Due to the infinite number of possible scenarios, either or both fire departments may be called to an emergency. Emergency response procedures will be developed by the Parties in conjunction with the Concessionaire.

12. Coordination. The Parties have exchanged information and reached agreement on aspects of the Project that will require continued cooperation and coordination, and the Concession Agreement and RFP documents were prepared in reliance on understandings and arrangements between the various public and private partners in the Project. MDC and the City each agrees that it will provide all reasonable and appropriate assistance necessary to enable FDOT to perform and observe its obligations and covenants under the Concession Agreement and RFP documents. MDC and the City each agrees to use reasonable efforts to provide information, data and the services and testimony of officials and employees to assist FDOT and the Concessionaire to obtain required government approvals and authorizations. MDC and the City each agrees to act with diligence in its review, evaluation, processing or issuing of any approvals and authorizations within its jurisdiction for the Project.

13. Direction to Third Parties. The Parties agree that the construction activities performed on the construction easements are significant and an integral part of the Project. As a result, MDC and the City will each ensure that all third parties claiming any right to use any of the construction easements granted by it do not interfere with the activities of the Concessionaire and its contractors and subcontractors and comply with all reasonable demands and requests made by FDOT concerning such use.

14. Ingress/Egress. FDOT, Concessionaire and their respective constructors, subcontractors, vendors and consultants will have ingress and egress to and from the construction

easements at all times and will secure such areas in a safe manner. MDC and the City will each reasonably secure areas within properties currently occupied by them, which are in close proximity to the construction easements and which are accessible to the traveling public. MDC and the Port are responsible for expediting any security arrangements necessary for the Concessionaire and its contractors and subcontractors to gain access to the construction sites for the Project in order to deliver the Project efficiently and as contemplated in the Project Schedule.

15. Leases and Contracts. Upon the signing of this Agreement, MDC and the City each represents that it has no knowledge of any leases, contracts, or agreements that would interfere with the performance of this Agreement and consummation of the transactions constituted hereunder, or of any outstanding uncured defaults pursuant to any leases, contracts and agreements affecting MDC properties or City properties. Should MDC or the City become aware of any such defaults, it will promptly notify FDOT and undertake to promptly cure or rectify such defaults.

16. Insurance. The Parties agree that prior to the execution of any future contract, other than the Concession Agreement, with consultants, contractors or other third parties for (a) the design, construction, staging of construction or related construction activities for the Tunnel and related road and highway improvements, or (b) the relocation of certain utilities affecting the Project, they shall cooperate in establishing the types and amounts of insurance coverage required. The Parties also agree to cooperate in approving the A.M. Best's Financial Strength Rating (or comparable rating for insurers not rated by A.M. Best that are acceptable to FDOT) for such insurance company and shall at a minimum show FDOT, MDC and the City, their respective employees, members, officers, agents, and successors as additional insureds under such coverage, except in the case of professional liability insurance and workers' compensation insurance ("Additional Insured Coverage"). The Additional Insured Coverage may include, but is not limited to: (a) commercial general liability insurance and property damage liability insurance; (b) automobile liability insurance; (c) FDOT, MDC and City protective liability insurance, if applicable; (d) railroad and utility owner protective liability insurance, if applicable; and (e) builder's risk insurance, if applicable. All insurance requirements for the Additional Insured Coverage shall be applicable to any consultant, subconsultant, prime contractor, independent contractor, sub-contractor, supplier, vendor or other private entity providing

services, material, equipment or other work for any of the activities related to the construction of the Project, except for insurance provisions and requirements of existing contracts. For insurance coverage provided under existing FDOT contracts for any work regarding the MDC Construction Easements (“Existing Coverage”), FDOT shall obtain additional insured status for MDC under the Existing Coverage (“Additional Insured Status/Existing Contracts”). FDOT shall inform MDC of any costs incurred in obtaining the Additional Insured Status/Existing Contracts, as well as any increased costs for providing any portion of the Additional Insured Coverage that exceeds FDOT’s standard requirements in new contracts, and MDC agrees to compensate FDOT for same. Should MDC not agree to compensate FDOT for same, FDOT shall have no obligation to provide MDC with Additional Insured Status/Existing Contracts, or any portion of the Additional Insured Coverage that exceeds FDOT’s standard requirement, whichever is applicable.

17. Post Concession Agreement. The Concession Agreement has a term of thirty-five (35) years, but the term may be extended or be subject to early termination under certain circumstances. FDOT will use reasonable efforts to provide MDC and the City advance notice of the early termination of the Concession Agreement. FDOT and MDC agree to confer on any changes to the operation and maintenance of the Project that FDOT reasonably anticipates might arise out of the take-over of the O&M of the areas identified in Section 10. of this Agreement by FDOT or the transfer of the Project to another Concessionaire.

18. Miscellaneous.

a. **Notices.** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing and shall be delivered or sent, with copies indicated, by personal delivery, certified mail, fax or overnight delivery service to all Parties as follows (or at such other address as a party shall specify by notice given pursuant to this Section 18):

To FDOT:

Florida Department of Transportation
1000 N.W. 111th Avenue, Room 6207
Miami, Florida 33172-5800
Attention: Director of Transportation
Development

With a copy to each to:

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

To the MDC:

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

With a copy to:

Office of the County Attorney
Stephen P. Clark Center
111 N.W. First Street, Suite 2810
Miami, Florida 33128

To the City:

City Hall
3500 Pan American Drive
Miami, FL 33133
Attention: City Manager

With a copy to:

Office of the City Attorney
444 SW 2nd Avenue, Suite 945
Miami, Florida 33130
Attention: City Attorney

Each notice shall be deemed given and received on the day of personal delivery or one business day after its delivery other than by personal delivery to the address for the respective party with the copies indicated, as provided in this Section 18.

b. **Entire Agreement.** This Agreement and the documents that are exhibits to this Agreement contain the entire agreement between the Parties with respect to the subject matter herein, and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

c. **Amendment.** No amendment or modification of this Agreement shall be valid unless in writing and duly executed by the Parties. Through mutual agreement, the County Manager, District Secretary and City Manager are empowered to refine this Agreement through

minor amendments without further review by the Board of County Commissioners and the City Commission.

d. **Binding Effect.** This Agreement shall be binding upon the Parties and their respective representatives, successors and assigns.

e. **Waiver.** Waiver by a Party of any breach of any provisions of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

f. **Captions.** The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

g. **Construction.** In the construction of this Agreement, whether or not so expressed, words used in the singular or in the plural, respectively, include both the plural and the singular and the masculine, feminine and neuter genders include all other genders. The Parties agree that no single Party shall be deemed the author of this Agreement, and that the Agreement shall not be construed more or less strictly against one Party than against another.

h. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, the Parties shall, to the extent possible, negotiate a revised provision which (a) complies with applicable law, (b) does not alter any of the substantive rights, obligations or liabilities of any party under this Agreement, (c) confers upon the Parties the benefits intended to be conferred by the invalid provision, and (d) is mutually acceptable to the Parties; and the remaining provisions of this Agreement, if capable of substantial performance, shall be enforced as if this Agreement was entered into without the invalid provision.

i. **Absence of Third Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b)

authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement.

j. **Other Documents.** The Parties shall take all such actions and execute all such documents which may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for in this Agreement; provided, however, that the Parties acknowledge that certain additional actions by MDC and the City may require approval by the Board of County Commissioners and the City Commission, as applicable, and, to the extent such approval is required by law or ordinance, obtaining such approval shall be a condition to MDC's and the City's obligations under this Section. Notwithstanding the foregoing or any provision of this Agreement to the contrary, the obligation of MDC and the City to make payments under Sections 5 and 6 of this Agreement shall be unconditional except as provided in those Sections.

k. **Governing Law.** This Agreement and its interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or relating to this Agreement shall lie exclusively in Miami-Dade County, Florida.

l. **Counterparts.** This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and which, taken together, shall be deemed to be one agreement.

m. **Binding Affect on Component Departments of MDC and the City.** MDC and the City each acknowledges and agrees that this Agreement shall constitute the binding and enforceable obligation of the various component departments of MDC and the City, respectively, including, but not limited to, the Port and MDWSD.

n. **Time of Essence.** Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

[Signature Page follows - Remainder of Page Intentionally Blank]

Dated and executed by the Parties as of _____, 2007.

Attest:

MIAMI-DADE COUNTY
A political subdivision of the State of Florida

Harvey Ruvin, CLERK

By: _____

By: _____

George M. Burgess
County Manager

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

Assistant County Attorney

Attest:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Executive Secretary

By: _____

John Martinez, P.E.
District Secretary

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

District General Counsel

Attest:

CITY OF MIAMI

Name/Title

By: _____

Name
Title

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____

Name/Title

