

Approved \_\_\_\_\_ Mayor

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

Veto \_\_\_\_\_

10-02-07

Override \_\_\_\_\_

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

RESOLUTION NO. R-1099-07

RESOLUTION AUTHORIZING THE ACQUISITION OF RIGHT-OF-WAY FOR NW 74 STREET BETWEEN NW 107 AVENUE TO NW 97 AVENUE; DECLARING THE ACQUISITION OF SAID RIGHT-OF-WAY TO BE A PUBLIC NECESSITY; ACCEPTING AND APPROVING AN EMINENT DOMAIN PRESUIT SETTLEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ATLAS PROPERTY II, LLC, IN LIEU OF CONDEMNATION; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE SAID AGREEMENT ON BEHALF OF THE COUNTY; AND AUTHORIZING THE COUNTY TO PAY ROAD IMPACT FEES ON BEHALF OF ATLAS PROPERTY II, LLC UP TO AN AMOUNT NOT TO EXCEED \$2.9 MILLION IN EXCHANGE FOR RIGHT-OF-WAY

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board hereby (1) authorizes the acquisition of Parcels 5n and 5nTCE as legally described in Exhibit "B" to the Resolution and made a part hereof, and depicted in Exhibit "C" to the Resolution also made a part hereof; (2) declares the acquisition of said Parcels 5n and 5nTCE to be a public necessity for the construction of a six-lane road along NW 74 Street, between NW 107 Avenue and NW 97 Avenue; (3) accepts and approves, in lieu of a condemnation lawsuit, an Eminent Domain Presuit Settlement Agreement (Agreement) with Atlas Property II, LLC (Atlas), which is attached as Exhibit "A" to the Resolution and made a part hereof; (4) authorizes the Mayor or his designee to execute the Agreement on behalf of the County; and (5) authorizes the County to pay road impact fees on behalf of Atlas in exchange for said right-of-way up to an amount not to exceed \$2.9 Million in accordance with the terms of said Agreement.

WOODRUFF JACOBI  
COUNTY CLERK  
800 N. MIAMI AVENUE  
SUITE 1000  
MIAMI, FLORIDA 33136  
305.375.1000

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Dennis C. Moss** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 2<sup>nd</sup> day of October, 2007. This resolution shall become effective as follows: (1) 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, and (2) either i) the Citizens' Independent Transportation Trust (CITT) has approved same, or ii) in response to the CITT's disapproval, the County Commission reaffirms its award by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.



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

HARVEY RUVIN, CLERK

By: **KAY SULLIVAN**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "BL", is written over a horizontal line.

Bruce Libhaber

Date: October 2, 2007

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

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

From: George M. Burgess  
County Manager

Subject: Resolution Authorizing the Acquisition of Right-of-Way for NW 74 Street, Between NW 107 Avenue to NW 97 Avenue; Declaring the Acquisition of said Right-of-Way to be a Public Necessity; Accepting and Approving an Eminent Domain Presuit Settlement Agreement Between Miami-Dade County and Atlas Property II, LLC, in Lieu of Condemnation; Authorizing the Mayor or His Designee to Execute Said Agreement on Behalf of the County; and Authorizing the County to Pay Road Impact Fees on Behalf of Atlas Property II, LLC Up to an Amount Not to Exceed \$2.9 Million in Exchange for Right-of-Way

---

**Recommendation**

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the acquisition of right-of-way for NW 74 Street between NW 107 Avenue to NW 97 Avenue; declaring the acquisition of said right-of-way to be a public necessity; accepting and approving an Eminent Domain Presuit Settlement Agreement (Agreement) between Miami-Dade County (County) and Atlas Property II, LLC, (Atlas) in lieu of condemnation; authorizing the Mayor or his designee to execute said agreement on behalf of the County; and authorizing the County to pay Road Impact Fees on behalf of Atlas up to an amount not to exceed \$2.9 million in exchange for right-of-way.

**Scope**

Construction of the NW 74 Street corridor is a critical component of the People's Transportation Plan (PTP) and will provide a vital road transportation link between the Florida Turnpike and the Palmetto Expressway (SR 826). This project is located within Commission District 12.

**Fiscal Impact/Funding Source**

In accordance with the terms of the Agreement, the direct costs of right-of-way parcels 5n and 5nTCE will not exceed \$2.9 million. In accordance with the terms of the Agreement, the cost of impact fees to be paid by the County in exchange for right-of-way parcels 5n and 5nTCE will not exceed \$2.9 million. Additionally, the cost of roadway design commitments stipulated in the Agreement (traffic signalization, water and sewer stubs, median openings, landscaping and a culvert) are estimated at \$600,000 bringing the Total Estimated Cost to \$3.5 million. NW 74 Avenue, from NW 82 Avenue west to the Homestead Extension of the Florida Turnpike, is a Board requested project originally included in Exhibit 1 of the PTP as a four (4) lane facility. The limits were later amended to go east to the Palmetto Expressway (SR 826) and to be widened to six (6) lanes to provide a critical east-west connection between

two major expressways. This project is being funded by proceeds from the Charter County Transit System Sales Surtax with a future reimbursement from FDOT beginning in the year 2012.

**Track Record/Monitor**

Leandro Ona, Chief of the Highway Division, Public Works Department (PWD), is the project Manager.

**Background**

PWD has programmed the construction of NW 74 Street, from NW 107 Avenue to NW 87 Avenue in accordance with the PTP ordinance. The proposed improvements consist of a six (6) lane divided roadway with turn lanes, sidewalks, curb and gutters, raised medians, traffic signalization, signage, pavement markings, storm drainage system and street lighting. Several of these improvements require right-of-way that extends beyond the planned right-of-way width ("zoned" right-of-way) as specified in Chapter 33-133 of the Code of Miami-Dade County.

The attached resolution:

- 1) Authorizes the acquisition of parcels 5n and 5nTCE as legally described in Exhibit "B" to the Resolution and depicted in Exhibit "C" to the Resolution, including land in excess of the planned ("zoned right-of-way") specified in Chapter 33-133 Miami-Dade County Code.
- 2) Declares the acquisition of said parcels 5n and 5nTCE to be a public necessity for the construction of a six-lane road along NW 74 Street, between NW 107 Avenue and NW 97 Avenue.
- 3) Accepts and approves, in lieu of a condemnation lawsuit, an Eminent Domain Presuit Settlement Agreement with Atlas which is attached as Exhibit "A" to the Resolution.
- 4) Authorizes the Mayor or his designee to execute the Agreement on behalf of the County.
- 5) Authorizes the County to pay Road Impact Fees on behalf of Atlas up to an amount not to exceed \$2.9 million dollars in exchange for right-of-way in accordance with the terms of the Agreement.

Negotiations with Atlas have resulted in the attached Agreement in which the County agrees to assume obligations in exchange for rights-of-way necessary for the NW 74 Street project. The key terms of the Agreement are summarized as follows:

- 1) Atlas agrees to convey Parcel 5n, (including 1.63 acres in excess of the zoned Right-of-Way) to the County in Fee Simple and Parcel 5nTCE as a Temporary Construction Easement.
- 2) The County agrees to assume Atlas's obligation to pay Road Impact Fees as required for development on the remainder of the Parent Tract up to an amount not to exceed \$2.9 million.
- 3) The County agrees, upon receipt of a written request from Atlas to release certain canal and levee rights in reservations from the parent tract at no cost to Atlas. The release of said reservations is subject to reviews and positive recommendations by County staff which may not be unreasonably withheld.
- 4) The County agrees to construct NW 74 Street at no cost to Atlas and to provide certain design elements beneficial to Atlas as part of the roadway improvements.

Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners  
Page 3

Staff has estimated that the cost of condemning these parcels could rise to as much as \$12 million when the costs of litigation are added to the purchase price. The subject parcels were recently appraised for the County on May 7, 2007. Based on that appraisal, the 1.63 acres of right-of-way needed beyond the planned ("zoned") right-of-way are estimated to have a value in excess of \$2.25 Million.

  
Assistant County Manager



# MEMORANDUM

(Revised)

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

DATE: October 2, 2007

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

SUBJECT: Agenda Item No. 8(P)(1)(B)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

# **EMINENT DOMAIN PRESUIT SETTLEMENT AGREEMENT**

## **N.W. 74TH Street Widening Project**

This **EMINENT DOMAIN PRESUIT SETTLEMENT AGREEMENT** ("Agreement") is made and entered pursuant to Section 73.015(1), Florida Statutes (2005), on this 13th day of August, 2007 by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, ("the County") and Atlas Property II, LLC, a Florida limited liability company (the "Owner").

### **RECITALS:**

**WHEREAS**, the Owner owns the property located along proposed N.W. 74<sup>th</sup> Street between N.W. 107<sup>th</sup> Avenue and theoretical N.W. 97<sup>th</sup> Avenue in Section 8, Township 53 South, Range 40 East, City of Doral, Miami-Dade County, Florida, the legal description of which is attached hereto as Exhibit "A"; and Atlas Property III, LLC, a Florida limited liability company (Atlas III), an affiliate of the Owner, owns the adjacent property described in Exhibit "A-1", (together the "Parent Tract"); and

**WHEREAS**, the portions of both N.W. 74<sup>th</sup> Street and N.W. 107<sup>th</sup> Avenue wholly contained within the Parent Tract and legally described in attached Exhibit "B" and Exhibit "C", are necessary to the County for public road purposes; and

**WHEREAS**, the County has concluded that it is in the best interest of the County and of the public to cause the aforementioned roadways to be constructed and expanded without delay; and

**WHEREAS**, in lieu of a condemnation law suit, the Owner has agreed to convey by deed the property described in said Exhibit "B" as public road right-of-way (the "Road Right of Way") and in said Exhibit "C" as a temporary construction easement (the "Construction Easement Area"), in exchange for the County assuming the obligation to pay road impact fees (the "Impact Fees") for Owner's, Atlas III's or their successors' or assigns' development on the remainder of said Parent Tract up to a capped amount of \$2,900,000 (Two Million Nine Hundred Thousand Dollars), as specified herein; AND for the County constructing a six lane highway on the Road Right of Way, at no cost to the Owner; AND for the County agreeing to include certain design elements and improvements beneficial to the Owner as described in Exhibit "D"; AND for the County agreeing to the release of public canal and levee rights from the Parent Tract, which release shall be conditioned upon the review, approval and recommendation for release by the Department of Environmental Resource Management (DERM) and the Miami-Dade County Public Works Department (the "Departments").

### **WITNESSETH**

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) to the Owner in hand paid by the County, the foregoing, and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitations. The foregoing recitations are true and correct and are incorporated herein by reference.

2. Conveyance of Land for Road Right-of-Way. The Owner, in-lieu of condemnation, agrees to convey to Miami-Dade County the Road Right of Way pursuant to the RIGHT-OF-WAY DEED FOR HIGHWAY PURPOSES (the "ROW Deed") and agrees to execute a temporary construction easement (the "Construction Easement") for the Construction Easement Area, in substantially the forms attached hereto as Exhibits "E" and "F", within Ten (10) days of the date of the execution of this Agreement by both parties.

3. Road Impact Fee Payment.

(a) The County, solely in consideration for the conveyance of the Road Right of Way and to be conveyed pursuant to the ROW Deed, agrees to pay the Impact Fees due from Owner and Atlas III or their successors or assigns, at time of building permit issuance for each phase of the proposed development as outlined in the attached letter dated March 13, 2006, attached hereto as Exhibit "G" up to an aggregate capped amount of \$2,900,000 (Two Million Nine Hundred Thousand Dollars), which obligation shall survive until the completion of the development occurs on the Parent Tract or until the cap is reached.

(b) In the event the Parent Tract is subdivided into smaller parcels, then each subsequent owner shall receive a *pro rata* share of the aforementioned total payment on a square foot basis up to an aggregate capped amount of \$2,900,000 (Two Million Nine Hundred Thousand Dollars).

(c) The parties agree that there is no payment, including payment of impact fees, for the granting of the Construction Easement for the Construction Easement Area.

4. Canal and Levee Rights In Reservations.

(a) The County agrees to release, at no cost to Owner, County's Canal and Levee Rights in Reservations in the land described in Exhibit "H" attached hereto, as same was conveyed from Central and Southern Florida Flood Control District to Dade County July 25, 1962, and recorded October 8, 1962 in Official Record Book 3356 at Page 609 among the public records of Miami-Dade County, Florida.

(b) Said no cost release is conditioned upon Owner's satisfactory performance and completion of above described Item No. 2, entitled *Conveyance of Land for Road Right-of-Way*.

(c) Said no cost release shall be subject to a written request by Owner for a subsequent review, approval and to a positive recommendation for release by the Departments which shall not unreasonably withhold their review, approval and positive recommendation for release.

(d) In the event that the continuation of the County's rights within the land described in Exhibit "H" attached hereto is recommended by the Departments, in

whole or in part, said Owner may modify its request for a release of that portion thereof which is no longer required by County.

(e) The failure of the County to release said rights in whole or in part shall not adversely affect the validity of the transfer of title of the land for the aforementioned Road Right-of-Way.

5. *Improvements.* Upon execution of this Agreement, the County agrees to improve the Road Right of Way as a six lane highway in substantial conformance with contract plans for N.W. 74th Street from N.W. 87th Avenue to N.W. 107th Avenue, Miami-Dade County project number 20040355, prepared by Gannett Fleming, Dated October 3, 2005, last revised March 23, 2006; AND, notwithstanding those plans, the County will accept that those plans shall be modified if necessary to provide the agreed design elements and agreed terms described on Exhibit "D", all at no cost to the Owner. The terms of this paragraph and Exhibit "D" shall survive the transfer of title.

6. *Construction.*

(a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida. All of the parties to this Agreement have participated fully in the negotiation and preparation hereof.

(b) In construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded.

(c) All of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

7. *Severability.* In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

8. *Attorneys and Expert Fees.* All parties to this agreement will bear their own legal costs and expert fees.

9. *Litigation.* In the event of any litigation between the parties under this Agreement for a breach hereof, the prevailing party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. The terms of this paragraph shall survive the termination of this Agreement.

10. *Entire Agreement.* This Agreement, together with the documents and exhibits referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein.

11. *Force Majeure.* Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes thereof, riot, civil commotion, fire or other casualty, and other causes

beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform (any such causes or events to be referred to herein as a "Force Majeure"), shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage.

Signed, sealed, executed and acknowledged this 13 day of August 2007.

Carmen Rodriguez  
Witness  
Carmen Rodriguez  
Printed Name

ATLAS PROPERTY II, LLC, a  
Florida limited liability company

By: Kolleen Cobb  
Kolleen Cobb, Vice President

Downa Wright  
Witness  
Downa Wright  
Printed Name

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

I HEREBY CERTIFY, that on this 13<sup>th</sup> day of August A.D. 2007, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Kolleen Cobb, as Vice President of ATLAS PROPERTY II, LLC, a Florida limited liability company, personally known to me, or proven, by producing the following forms of identification: \_\_\_\_\_ and executed the foregoing instrument freely and voluntarily for the purposes herein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid



Carmen Rodriguez  
Notary Signature  
Carmen Rodriguez  
Printed Notary Signature

Notary Public, State of Florida  
My commission expires: July 23, 2011  
Commission/Serial No. DD697820

The foregoing was accepted and approved on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2007, by Resolution No. \_\_\_\_\_ of the Board of County Commissioners of Miami-Dade County, Florida.

ATTEST: HARVEY RUVIN,  
Clerk of the Board Florida

MIAMI-DADE COUNTY, FLORIDA

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

By: \_\_\_\_\_  
Carlos Alvarez, Mayor

Approved as to form  
and legal sufficiency.

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

**EXHIBIT "A"**  
**(Parent Tract)**  
**(Owner's Property)**

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the west line of said Section 8 as measured at right angles thereto, also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence N01°43'29"W along a line 40.00 feet east of the west line of said Section 8 for 730.21 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 2617.40 feet; thence S01°44'13"E for 522.26 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 2075.08 feet; thence N01°44'24"W for 520.05 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 533.74 feet to a point on the east line of said Section 8; thence S01°44'25"E along the east line of said Section 8 for 728.01 feet to the Southeast Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2633.21 feet to the Southwest Corner of the Southeast 1/4 of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2593.20 feet to the POINT OF BEGINNING.

LESS the following described parcel:

Commence at the Southeast Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 1080.49 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S89°39'25"W along the south line of said Section 8 for 100.00 feet; thence N01°44'24"W for 207.96 feet; thence N89°39'25"E for 100.00 feet; thence S01°44'24"E for 207.96 feet to the POINT OF BEGINNING.

**EXHIBIT "A-1"**  
(Parent Tract Continued)  
(Adjacent Owner's Property)

Also Including within the Parent Tract, the following described land: A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 8, Township 53 South, Range 40 East; thence N01° 44'24" W, along the East line of said Section 8 for a distance of 207.96 feet; thence S89°39'25"W for a distance of 533.74 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°39'25"W for a distance of 546.75 feet; thence N01°44'24"W for a distance of 520.14 feet; thence N89°39'25" E for a distance of 546.75 feet; thence S01°44'24"E for a distance of 520.14 feet to the POINT OF BEGINNING.

AND

COMMENCE at the Southeast corner of said Section 8, Township 53 South, Range 40 East; thence S89°39'25"W along the South line of said Section 8 for a distance of 1180.49 feet; thence N01°44'24"W for a distance of 207.96 feet to the POINT OF BEGINNING of the following described parcel of land; thence S89°39'25"W for a distance of 1428.33 feet; thence N01°44'24"W for a distance of 1012.04 feet; thence N89°39'25"E for a distance of 714.18 feet; thence S01°44'24"E for a distance of 609.91 feet; thence N89°39'25"E for a distance of 714.15 feet; thence S01°44'24"E for a distance of 402.13 feet to the POINT OF BEGINNING.

**EXHIBIT "B"**  
***(Fee Simple)***

**Parcel 5n**

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the Southwest Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the west line of said Section 8 as measured at right angles thereto, also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence N01°43'29"W along a line 40.00 feet east of the west line of said Section 8 for 730.21 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 7.45 feet; thence S03°11'19"E for 158.71 feet; thence S01°43'29"E parallel with and 51.50 feet east of said west line of Section 8 for 451.08 feet to a point of curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 40.00 feet through a central angle of 88°37'06" for an arc distance of 61.87 feet to a point of tangency with a line being 81.50 feet north of the south line of said Section 8; thence N89°39'25"E parallel with said south line of Section 8 for 285.84 feet; thence S77°56'08"E for 51.20 feet; thence N89°39'25"E parallel with and 70.50 feet north of said south line of Section 8 for 858.83 feet; thence S89°05'54"E for 138.10 feet to a non-tangential point of intersection with a circular curve concave northwesterly having a radial bearing N00°20'39"W from said point; thence southeasterly along the arc of said curve to the left having a radius of 7737.25 feet through a central angle of 02°58'20" for an arc distance of 401.37 feet to a point of reverse curvature; thence northeasterly along the arc of a circular curve to the right having a radius of 7863.07 feet through a central angle of 02°58'24" for an arc distance of 408.05 feet to a point of tangency with line being 88.50 feet northerly of the said south line of Section 8; thence N89°39'25"E parallel with said south line of said Section 8 for 592.70 feet; thence S87°49'35"E for 250.53 feet to a point being 77.50 feet north of said south

**EXHIBIT "B"**

*Continued*

line of said Section 8; thence N89°39'25"E parallel with the south line of said Section 8 for 785.57 feet to a point of curvature with a circular curve concave southwesterly; thence southeasterly along the arc of said curve to the right having a radius of 7957.25 feet through a central angle of 02°54'04" for an arc distance of 402.91 feet to a point of reverse curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 7843.50 feet through a central angle of 01°59'19" for an arc distance of 272.23 feet to a non-tangential point of intersection with a line being 58.24 feet north of the south line of said Section 8 as measured at right angles thereto; thence N88°51'00"E for 337.61 feet to a point being 63.00 feet north of the south line of said Section 8 as measured at right angles thereto; thence N89°39'25"E parallel with and 63.00 feet north of said south line of Section 8 for 312.57 feet to a point of curvature with a circular curve concave northwesterly; thence northeasterly along the arc of said curve to the left having a radius of 40.00 feet through a central angle of 91°23'50" for an arc length of 63.81 feet to a point of tangency with a line being 40.00 feet west of the east line of said Section 8 as measured at right angles thereto; thence N88°15'35"E for 40.00 feet to a point of intersection with said east line of Section 8; thence S01°44'25"E along said east line of Section 8 for 104.98 feet to the Southeast corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2633.21 feet to the Southwest Corner of the Southeast 1/4 of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 2593.20 feet to the POINT OF BEGINNING.

**EXHIBIT "B"**

*Continued*

**LESS**

**A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:**

**Commence at the SE Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 1080.49 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue S89°39'25"W along the south line of said Section 8 for 100.00 feet; thence N01°44'24"W for 74.34 feet to a point of intersection with a circular curve concave southerly whose radius point bears S01°16'43"W from said point; thence easterly to the right along the arc of said curve having a radius of 7957.25 feet through a central angle of 00°43'16" for an arc distance of 100.15 feet; thence S01°44'24"E for 70.87 feet to the POINT OF BEGINNING.**

**EXHIBIT "C"**

*(Temporary Construction Easement)*

**Parcel 5n T.C.E.**

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the Southwest Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the west line of said Section 8 as measured at right angles thereto; thence N01°43'29"W along a line 40.00 feet east of the west line of said Section 8 for 730.21 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 7.45 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence S03°11'19"E for 158.71 feet; thence S01°43'29"E parallel with and 51.50 feet east of said west line of Section 8 for 451.08 feet to a point of curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 40.00 feet through a central angle of 88°37'06" for an arc distance of 61.87 feet to a point of tangency with a line being 81.50 feet north of the south line of said Section 8; thence N89°39'25"E parallel with said south line of Section 8 for 285.84 feet; thence S77°56'08"E for 51.20 feet; thence N89°39'25"E parallel with and 70.50 feet north of said south line of Section 8 for 858.83 feet; thence S89°05'54"E for 138.10 feet to a non-tangential point of intersection with a circular curve concave northwesterly having a radial bearing N00°20'39"W from said point; thence southeasterly along the arc of said curve to the left having a radius of 7737.25 feet through a central angle of 02°58'20" for an arc distance of 401.37 feet to a point of reverse curvature; thence northeasterly along the arc of a circular curve to the right having a radius of 7863.07 feet through a central angle of 02°58'24" for an arc distance of 408.05 feet to a point of tangency with line being 88.50 feet northerly of the said south line of Section 8; thence N89°39'25"E parallel with said south line of said Section 8 for 592.70 feet; thence S87°49'35"E for 250.53 feet to a point being 77.50 feet north of said south

EXHIBIT "C"  
*Continued*

line of said Section 8; thence N89°39'25"E parallel with the south line of said Section 8 for 785.57 feet to a point of curvature with a circular curve concave southwesterly; thence southeasterly along the arc of said curve to the right having a radius of 7957.25 feet through a central angle of 02°54'04" for an arc distance of 402.91 feet to a point of reverse curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 7843.50 feet through a central angle of 01°59'19" for an arc distance of 272.23 feet to a non-tangential point of intersection with a line being 58.24 feet north of the south line of said Section 8 as measured at right angles thereto; thence N88°51'00"E for 337.61 feet to a point being 63.00 feet north of the south line of said Section 8 as measured at right angles thereto; thence N89°39'25"E parallel with and 63.00 feet north of said south line of Section 8 for 312.57 feet to a point of curvature with a circular curve concave northwesterly; thence northeasterly along the arc of said curve to the left having a radius of 40.00 feet through a central angle of 91°23'50" for an arc length of 63.81 feet to a point of tangency with a line being 40.00 feet west of the east line of said Section 8 as measured at right angles thereto; thence N88°15'35"E for 40.00 feet to a point of intersection with said east line of Section 8; thence N01°44'25"W along said east line of Section 8 for 11.62 feet; thence S88°15'25"W for 46.58 feet; thence S66°38'40"W for 98.30 feet; thence S89°39'25"W for 700.00 feet; thence N88°09'35"W for 400.29 feet; thence S89°39'25"W for 949.76 feet; thence N87°42'56"W for 250.87 feet; thence S89°39'25"W for 768.24 feet; thence S86°51'18"W for 383.58 feet; thence S89°39'25"W for 1246.97 feet; thence N77°55'59"W for 41.88 feet; thence S89°39'25"W for 302.66 feet; thence N60°57'10"W for 25.05 feet; thence N05°43'44"W for 100.24 feet; thence N01°43'29"W for 400.00 feet; thence N03°49'29"W for 124.25 feet; thence S89°39'25"W for 6.00 feet to the POINT OF BEGINNING.

**EXHIBIT "C"**

*Continued*

**LESS**

**A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:**

**Commence at the SE Corner of said Section 8; thence S89°39'25"W along the south line of said Section 8 for 1180.49 feet; thence N01°44'24"W for 74.34 feet to the POINT OF BEGINNING of the hereinafter described parcel of land, said point being also a point of intersection with a circular curve concave southerly whose radius point bears S01°16'43"W from said point; thence easterly to the right along the arc of said curve having a radius of 7957.25 feet through a central angle of 00°43'16" for an arc distance of 100.15 feet; thence N01°44'24"W for 15.41 feet; thence N88°09'35"W for 100.17 feet; thence S01°44'24"E for 15.76 feet to the POINT OF BEGINNING.**

**EXHIBIT "D"**  
***(Design Elements and Improvements)***

1. **Traffic Signalization.** The County will provide, when warranted in accordance with MUTCD (Manual of Uniform Traffic Control Devices published by the Federal Highway Administration), a traffic signal at the intersections of N.W. 74<sup>th</sup> Street and N.W. 102<sup>nd</sup> Avenue and N.W. 74<sup>th</sup> Street and N.W. 97<sup>th</sup> Avenue. The conduits required for the operation of such signals shall be installed during the construction phase of the project.

2. **Water and Sewer Infrastructure.** The County will coordinate and pay the Miami-Dade County Water and Sewer Department (WASD) for the design and installation of water line taps and a Sewer Force Main stub-out, in accordance with the conceptual plan labeled Utility Point of Connection Exhibit and attached hereto as Composite Exhibit 1.

3. **Right-of-Way Width / Cross Section Minimization.** Owner acknowledges that the actual Right-of-Way width depicted in design plans dated March 23, 2006, by Alina Fernandez, P.E., as prepared by Gannett Fleming, have already been reduced from prior designs and will not be reduced further. The appropriate pages of such plans depicting the agreed width are attached hereto as Composite Exhibit 2. The Department will provide fill and harmonize the proposed road construction to the existing grade elevation within temporary construction easement(s) outside of the permanent right-of-way. Owner agrees to execute said easement(s) in a timely manner and not to remove any fill material from this area or destabilize NW 74<sup>th</sup> Street.

4. **Median Openings, Driveway Openings / Turnouts.** The County will design and construct median openings and standard turnouts connecting to N.W. 74<sup>th</sup> Street and N.W. 107<sup>th</sup> Avenue at locations to be approved by the Florida Department of Transportation. The County will also provide a vertical comfort curve at N.W. 97<sup>th</sup> Avenue and N.W. 102<sup>nd</sup> Avenue intersections.

5. **Landscaping.** The Median of N.W. 74<sup>th</sup> Street, from N.W. 102<sup>nd</sup> Avenue to N.W. 97<sup>th</sup> Avenue will be landscaped in accordance with Florida Department of Transportation Standards. Owner is free to enhance and/or modify any Median Landscaping with prior written approval of the Florida Department of Transportation and with permits to be obtained from the Department as needed, at the sole cost of Owner.

6. **Culvert.** The County will issue a permit for a culvert crossing, to be built and maintained by Owner, at the sole cost of Owner, under NW 107<sup>th</sup> Avenue, subject to the approval and standards of the Miami-Dade County, Department of Environmental Resource Management (DERM) and the Miami-Dade County Public Works Department.

7. **Public Roads.** At this time, the County does not require any public roads, other than NW 107<sup>th</sup> Avenue, 102<sup>nd</sup> Avenue, and 97<sup>th</sup> Avenue, crossing owner's property connecting more or less perpendicular to NW 74<sup>th</sup> Street.



**EXHIBIT "E"**

*Continued*

It is the intention of the party of the first part, by this instrument, to convey to the said party of the second part, and its successors in interest, the land above described for use as a public highway and for all purposes incidental thereto.

It is expressly provided that if and when the said highway shall be lawfully and permanently discontinued, the title to the said above described land shall immediately revert to the party of the first part, its heirs and assigns, and it shall have the right to immediately repossess the same.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever, claiming by, through or under it.

**IN WITNESS WHEREOF**, the said party of the first part, by its Members, has caused these presents to be signed for and on its behalf, the day and year first above written.

Signed, Sealed and Delivered  
in our presence: (2 witnesses  
for each signature or for all)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness Printed Name

**ATLAS PROPERTY II, LLC,**  
a Florida limited liability  
company

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

**ARMANDO CODINA, its Sole**  
**Managing Member and Manager**

22

**EXHIBIT "E"**

*Continued*

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2005, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ARMANDO CODINA, Sole Managing Member and Manager, ATLAS PROPERTY II, LLC, a Florida limited liability company, personally known to me, or proven, by producing the following forms of identification: \_\_\_\_\_ and executed the foregoing instrument freely and voluntarily for the purposes herein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

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

\_\_\_\_\_  
Special Assistant to the  
County Manager

ATTEST: HARVEY RUVIN,  
Clerk of said Board

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

**AFFIDAVIT OF MEMBERS, MANAGING MEMBERS,  
AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY**

WE, (Print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit; the list of names and titles shall include all names on the list required by Section 608.4101(1)(a), Fla. Stat. (2004), as same may be amended from time to time)

<u>Full name</u>	<u>Title(s)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

hereby swear or affirm that :

1. The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members, Managing Members, and Managers, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, of the Florida Limited Liability Company known as \_\_\_\_\_ (Print name of the Florida Limited Liability Company as the name appears in the Articles of Organization currently filed with the Secretary of State of the State of Florida);
2. There are no Members, Managing Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
3. There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, \_\_\_\_\_ (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability as set forth in the foregoing instrument or document.

24

4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, \_\_\_\_\_  
 (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

\_\_\_\_\_  
 Signature Title(s)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_,  
 (year) by \_\_\_\_\_ (print name legibly), who is personally  
 known to me or who has produced \_\_\_\_\_ (type of identification).

\_\_\_\_\_  
 (Signature of Notary Public)  
 \_\_\_\_\_  
 (Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other LLC Members, Managing Members, and Managers, as needed)

25

**EXHIBIT "F"**

**(Temporary Construction Easement Deed Format)**

**Return to:**

Right of Way Division .  
Miami-Dade County Public Works Dept. .  
111 N.W. 1st Street .  
Miami, FL 33128-1970 .

**Instrument prepared by:**

Andrew D. Conner, PSM .  
Miami-Dade County Public Works Dept. .  
111 N.W. 1st Street .  
Miami, FL 33128-1970 .  
FOLIO NO. 35-3008-000-0040 .  
User Department Public Works .

Parcel 5n T.C.E.  
N.W. 74<sup>th</sup> Street from  
N.W. 97<sup>th</sup> Avenue to  
N.W. 107<sup>th</sup> Avenue  
Project No. 20040355

**TEMPORARY CONSTRUCTION EASEMENT**

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

**THIS EASEMENT**, Made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, by and between **ATLAS PROPERTY II, LLC**, a Florida limited liability company, whose address is 355 ALHAMBRA CIRCLE, SUITE 900, CORAL GABLES, FL, 33134, party of the first part, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, and its successors in interest, whose Post Office Address is 111 N.W. 1st Street, Miami, Florida 33128 1970, party of the second part,

**WITNESSETH:**

That the said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant to the party of the second part, and its successors in interest, an easement, license and privilege to enter upon, and to perform any acts required for the installation and maintenance of fill and sod, and removal of spoil material and rubbish, if any, for the purpose of harmonization of the elevation of NW 74<sup>th</sup> Street with the adjacent property upon the following described land, situate, lying and being in MiamiDade County, State of Florida, to-wit:

**(See Parcel 5n(TCE)/Temporary Construction Easement  
Legal Description attached)**

26

**EXHIBIT "F"**

*Continued*

And the said party of the first part will defend the title to said land against the lawful claims of all persons whomsoever, claiming by, through or under it.

**THE TERM OF THIS EASEMENT** shall expire upon the earlier of:  
a) three years from the granting of this temporary construction easement; or b) the completion of the purpose stated herein relating to the construction of NW 74<sup>th</sup> Street as a six lane highway. All rights of the party of the second part hereunder, including ownership and maintenance of said fill and sod, shall cease upon the expiration of said term.

**IN WITNESS WHEREOF**, the said party of the first part, has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its property officers thereunto duly authorized, the day and year first above written.

Signed, Sealed and Delivered  
in our presence: (2 witnesses  
for each signature or for all)

\_\_\_\_\_

Witness

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness Printed Name

**ATLAS PROPERTY II, LLC,  
a Florida limited liability  
company**

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

**ARMANDO CODINA, its Sole  
Managing Member and Manager**

**EXHIBIT "F"**

*Continued*

STATE OF FLORIDA            )  
  )SS  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2005, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ARMANDO CODINA, Sole Managing Member and Manager, ATLAS PROPERTY II, LLC, a Florida limited liability company, personally known to me, or proven, by producing the following forms of identification: \_\_\_\_\_ and executed the foregoing instrument freely and voluntarily for the purposes herein expressed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year last aforesaid.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Commission/Serial No. \_\_\_\_\_

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

\_\_\_\_\_  
Special Assistant to the  
County Manager

ATTEST: HARVEY RUVIN,  
Clerk of said Board

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

**AFFIDAVIT OF MEMBERS, MANAGING MEMBERS,  
AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY**

**WE, (Print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit; the list of names and titles shall include all names on the list required by Section 608.4101(1)(a), Fla. Stat. (2004), as same may be amended from time to time)**

<u>Full name</u>	<u>Title(s)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

hereby swear or affirm that :

1. The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members, Managing Members, and Managers, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, of the Florida Limited Liability Company known as \_\_\_\_\_ (Print name of the Florida Limited Liability Company as the name appears in the Articles of Organization currently filed with the Secretary of State of the State of Florida);
2. There are no Members, Managing Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
3. There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, as those terms are defined in Section 608.402, Fla. Stat.(2004), as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, \_\_\_\_\_ (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability as set forth in the foregoing instrument or document.

29

4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, \_\_\_\_\_  
 (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title(s)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_,  
 (year) by \_\_\_\_\_ (print name legibly), who is personally  
 known to me or who has produced \_\_\_\_\_ (type of identification).

\_\_\_\_\_  
 (Signature of Notary Public)

\_\_\_\_\_  
 (Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other LLC Members, Managing Members, and Managers, as needed)

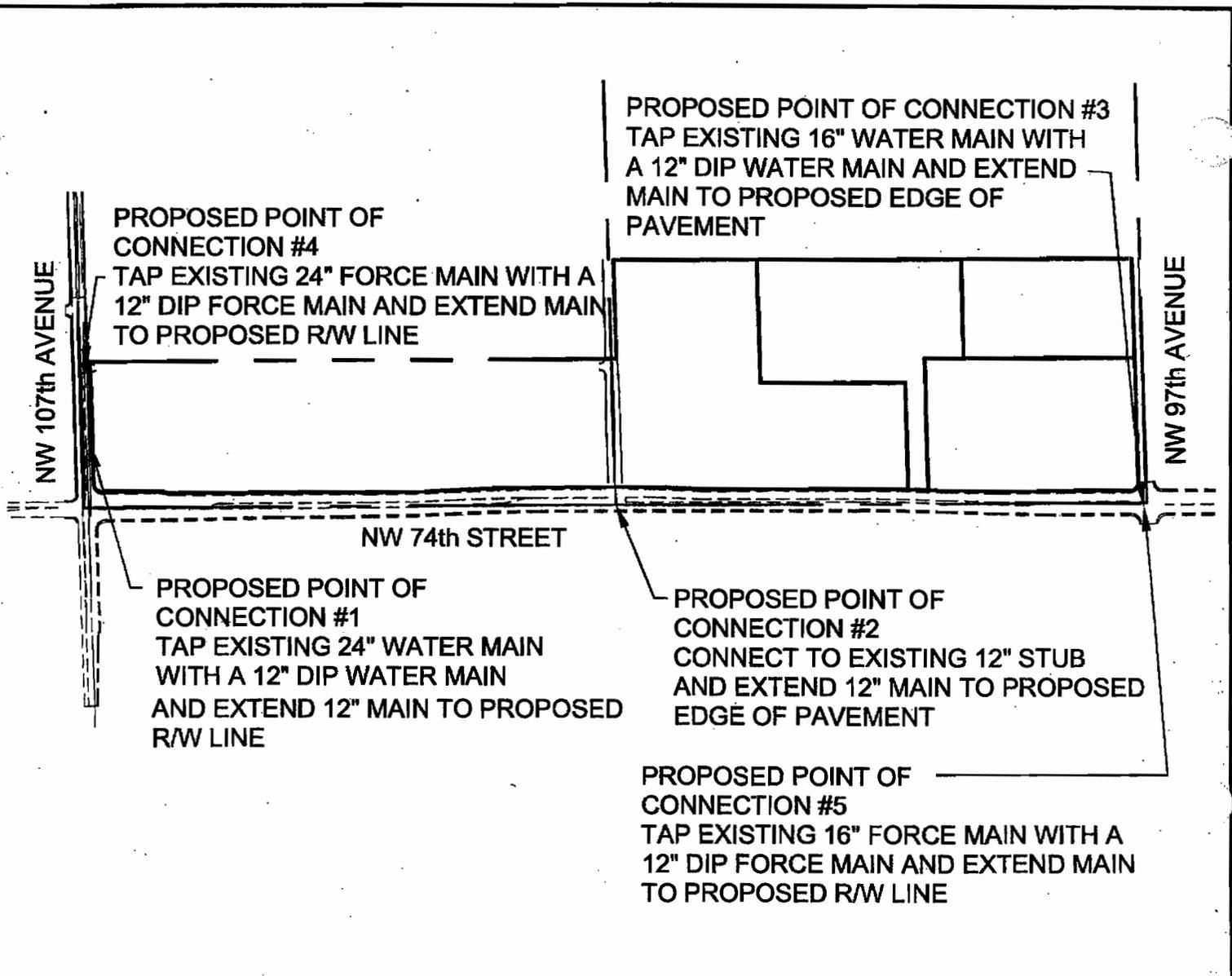
**EXHIBIT "G"**  
**deliberately excluded**  
**from agreement**

**EXHIBIT "G"**  
**deliberately excluded**  
**from agreement**

**EXHIBIT "H"**

*(Canal and Levee Rights in Reservation)*

**The South 130.00 feet of Section 8, Township 53 South, Range 40 East,  
Miami-Dade County, Florida.**

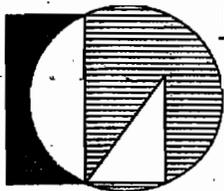


**UTILITY POINT OF CONNECTION EXHIBIT**

SCALE: N.T.S.

REVISED 08/13/07  
REVISED 01/22/07

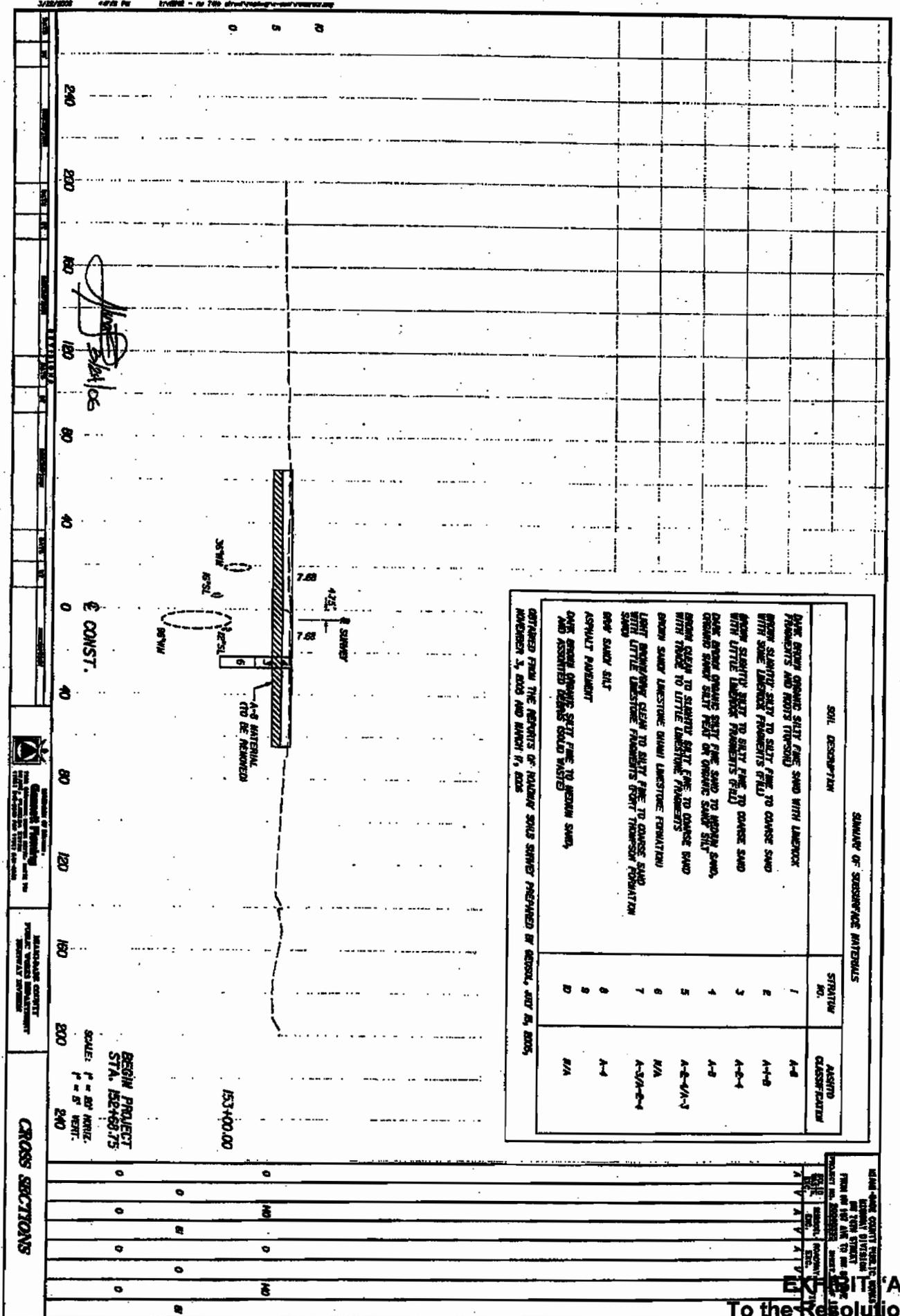
August 13, 2007 2:25:06 p.m.  
CFILE: C:\DATA\PROJECTS\2005\0546 - BEACON COMMONS\DWG\EXHIBIT-WASD-POC.DWG  
XREFS: C:\Data\PROJECTS\2005\0546 - Beacon Commons\dwg\B\_COM\_BASE.dwg



**LUDOVICI & ORANGE**  
CONSULTING ENGINEERS INC.  
329 PALERMO AVENUE, CORAL GABLES  
FLORIDA 33134  
TEL (305) 448-1600 FAX (305) 446-3876

Date: 8/14/06	Drawn: AWA
Proj.No:2005-46	Checked: AWA
Proj.Name: Beacon Commons P.O.C. EXHIBIT SHEET 1 OF 1	

# COMPOSITE EXHIBIT 2



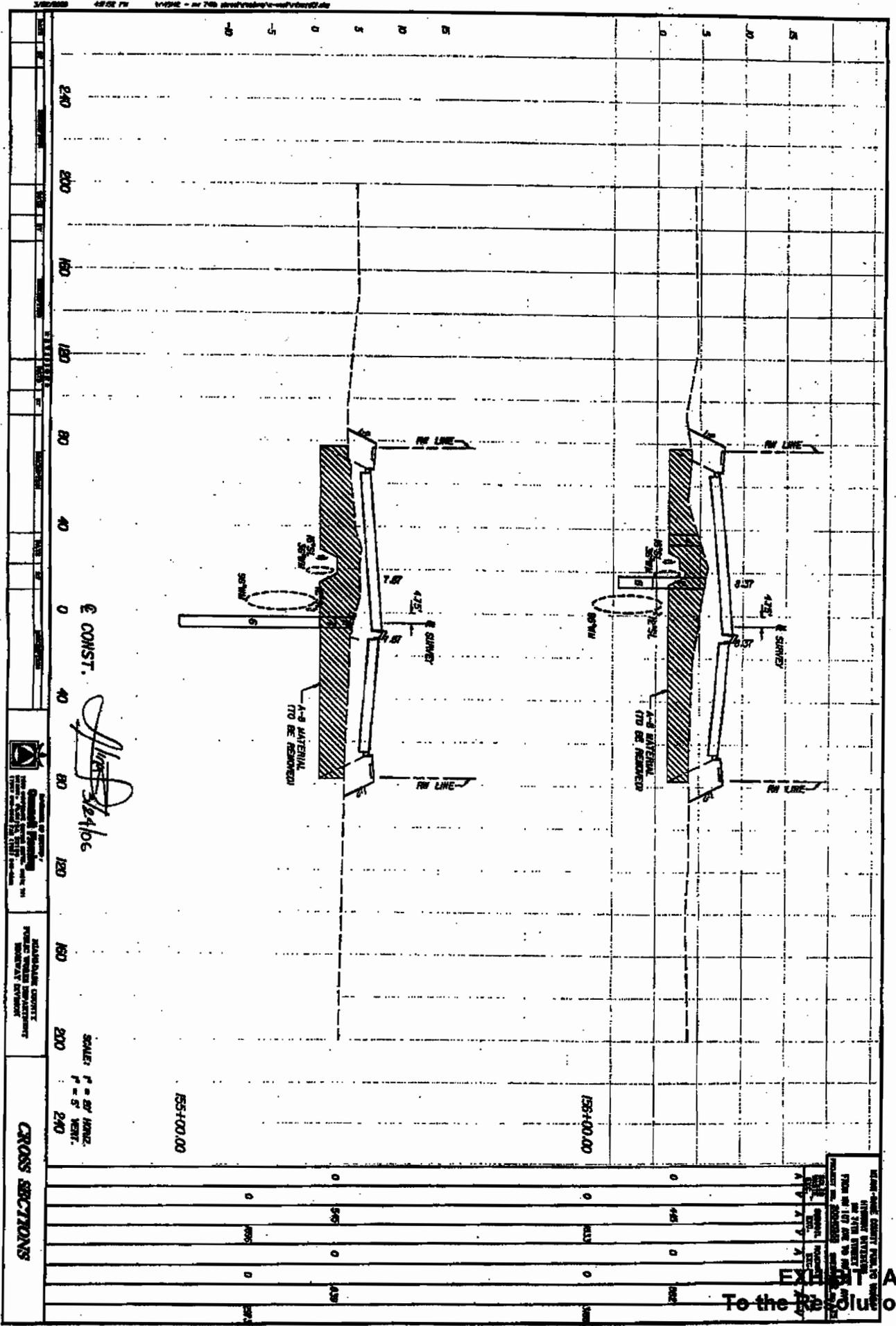
**SUMMARY OF SUBSURFACE MATERIALS**

SOIL DESCRIPTION	STRATUM NO.	ASSIGNED CLASSIFICATION
DARK BROWN ORGANIC SILTY FINE SAND WITH LIMESTONE FRAGMENT AND ROOTS (TOP SOIL)	1	A-B
BROWN SANDY SILTY FINE TO COARSE SAND WITH SOME LIMESTONE FRAGMENT'S (FILL)	2	A-1-B
BROWN SANDY SILTY FINE TO COARSE SAND WITH LITTLE LIMESTONE FRAGMENT'S (FILL)	3	A-1-B-1
DARK BROWN ORGANIC SILTY FINE SAND TO MEDIUM SAND, GRADED SANDY SILTY FINE TO COARSE SAND SILT	4	A-B
BROWN CLAY TO SANDY SILTY FINE TO COARSE SAND WITH TRACE TO LITTLE LIMESTONE FRAGMENT'S	5	A-B-1/1-1
BROWN SANDY LIMESTONE (BROWN LIMESTONE FORMATION)	6	N/A
LIGHT BROWN/GRAY CLAY TO SILTY FINE TO COARSE SAND WITH LITTLE LIMESTONE FRAGMENT'S (GENT THOMPSON FORMATION)	7	A-3/1-B-1
BROWN SANDY SILT	8	A-1
ASPHALT PAVEMENT	9	
DARK BROWN ORGANIC SILTY FINE TO MEDIUM SAND, AND ASSORTED DEBRIS (GOLF COURSE)	D	N/A

NOTED FROM THE RECORDS OF MAJOR SUEW SHEET PREPARED BY GEORGE, DEY & BROS, NOVEMBER 5, 1905 AND MARCH 11, 1905.

EXHIBIT 'A'  
To the Resolution





CONSULTING ENGINEER  
 CIVIL ENGINEER  
 LICENSE NO. 1017  
 STATE OF CALIFORNIA

CALIFORNIA COUNTY PUBLIC WORKS DEPARTMENT  
 SAN JOAQUIN COUNTY  
 PUBLIC WORKS DEPARTMENT  
 SAN JOAQUIN COUNTY

CROSS SECTIONS

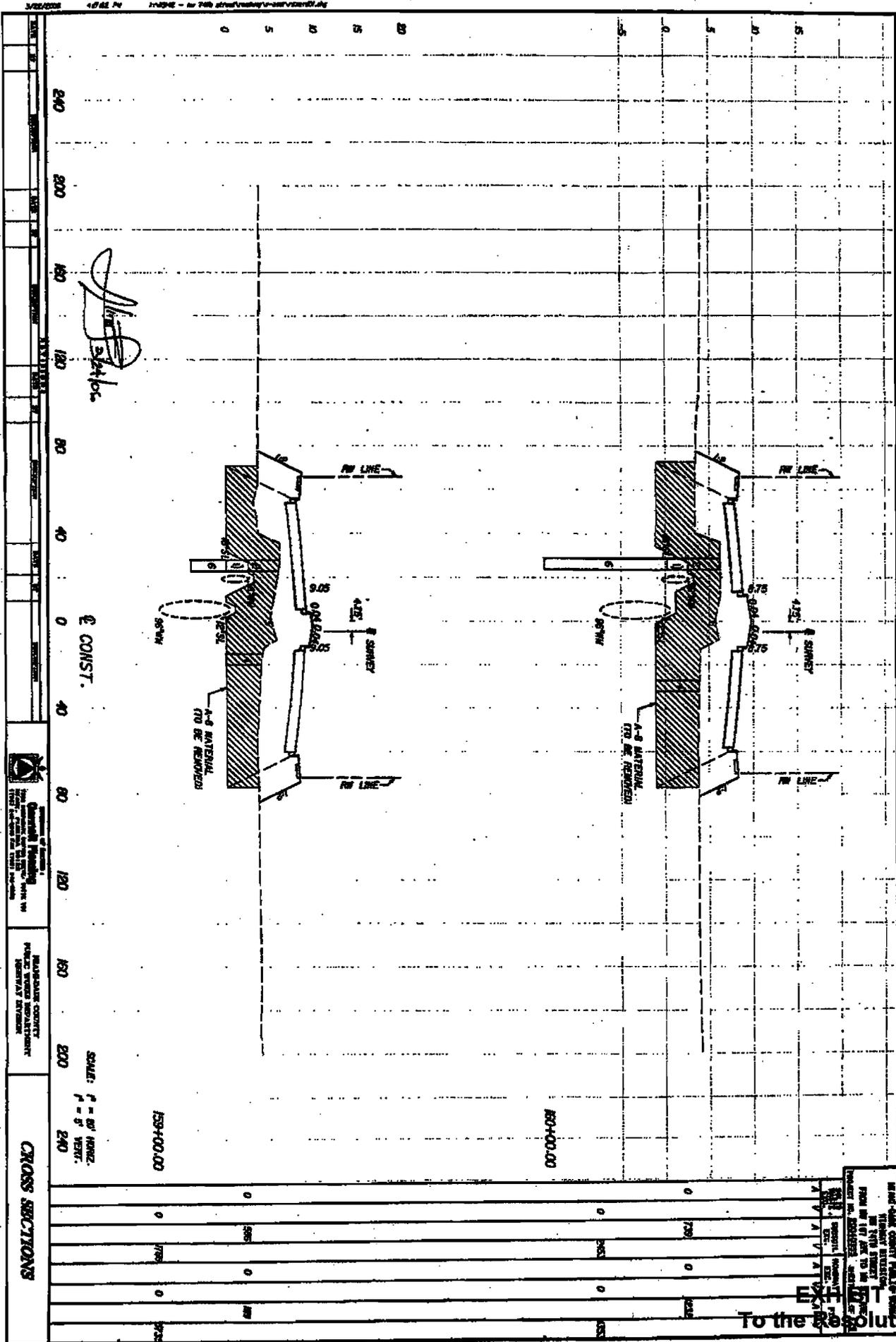
SCALE: 1" = 5' HORIZ.  
 1" = 5' VERT.  
 240

55+00.00

133+00.00

EXHIBIT A'  
 To the Resolution of





1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

STATE OF CALIFORNIA  
 PROFESSIONAL ENGINEER  
 LICENSE NO. 12345  
 EXPIRES 12/31/2024

METROPOLITAN COUNTY  
 PUBLIC WORKS DEPARTMENT  
 HIGHWAY DIVISION

CROSS SECTIONS

SCALE: 1/8" = 1'-0" HORIZ.  
 1/8" = 5' VERT.

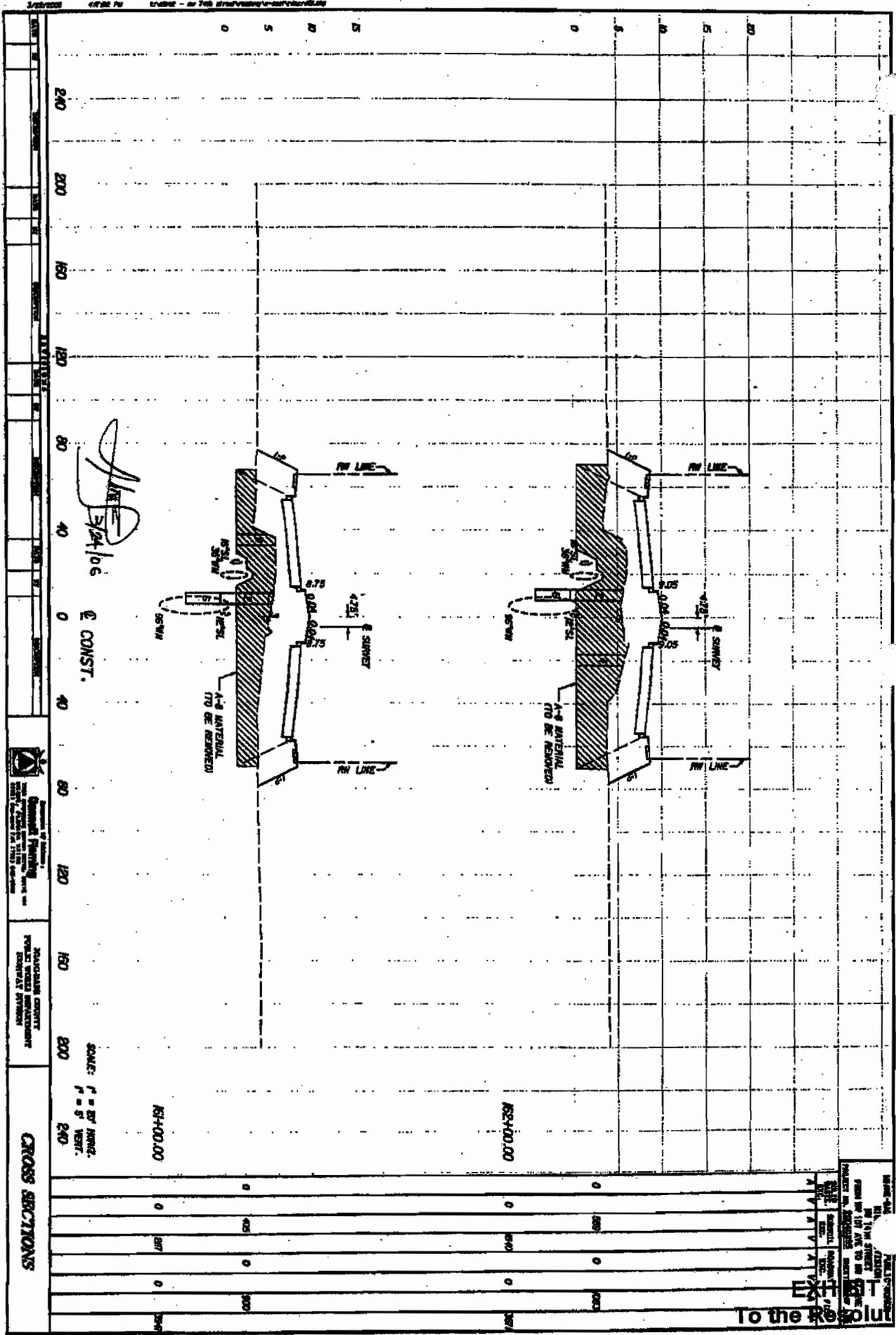
CONST.

*S. J. [unclear]*

153+00.00

150+00.00

EXHIBIT A  
 To the Resolution



S/24/106

CONSTR.

CONSTRUCTION

CONSTRUCTION

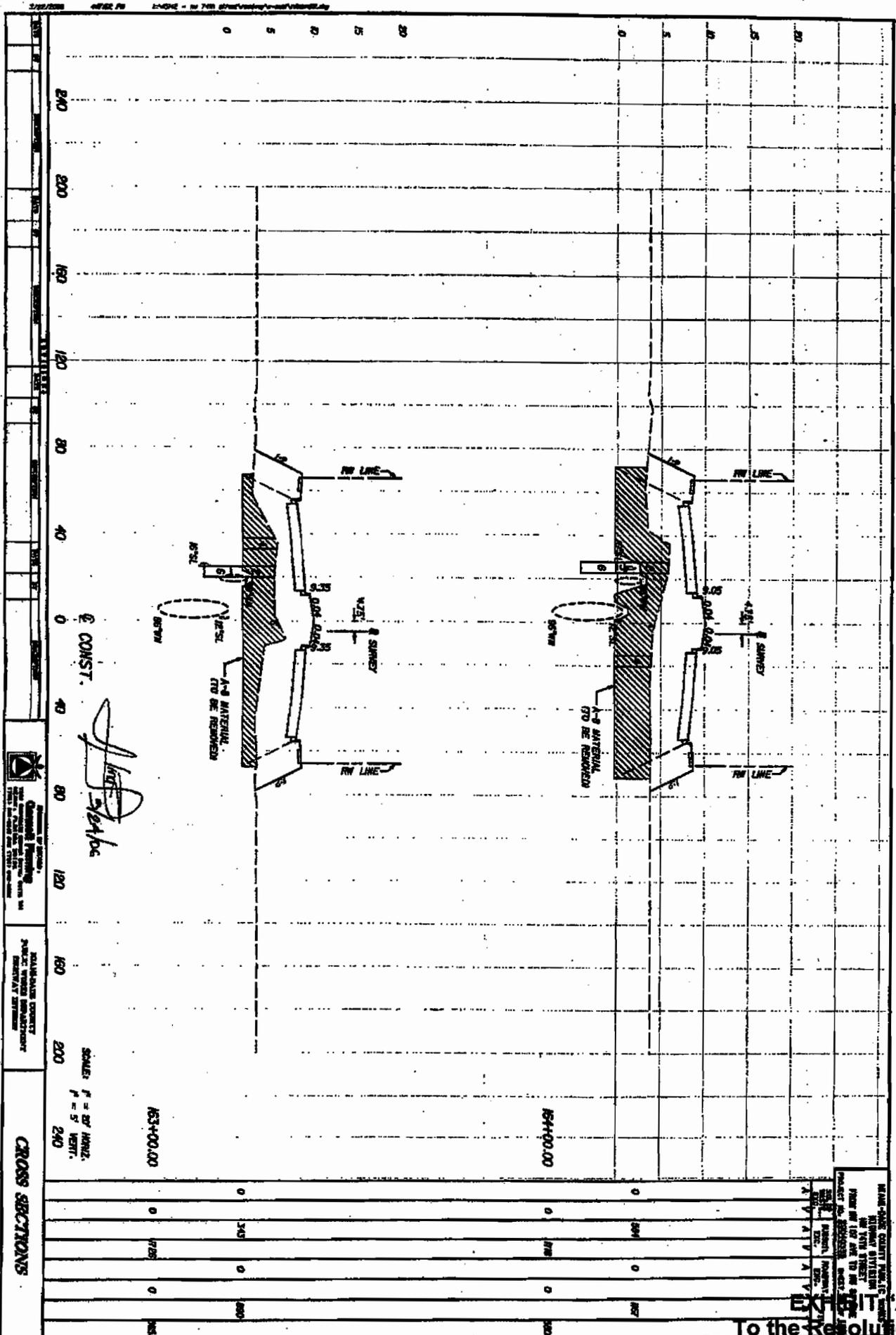
CROSS SECTIONS

SCALE: 1" = 20' HORIZ.  
1" = 5' VERT.  
240

851+00.00

851+00.00

EXHIBIT A  
To the Resolution of



*Handwritten signature*



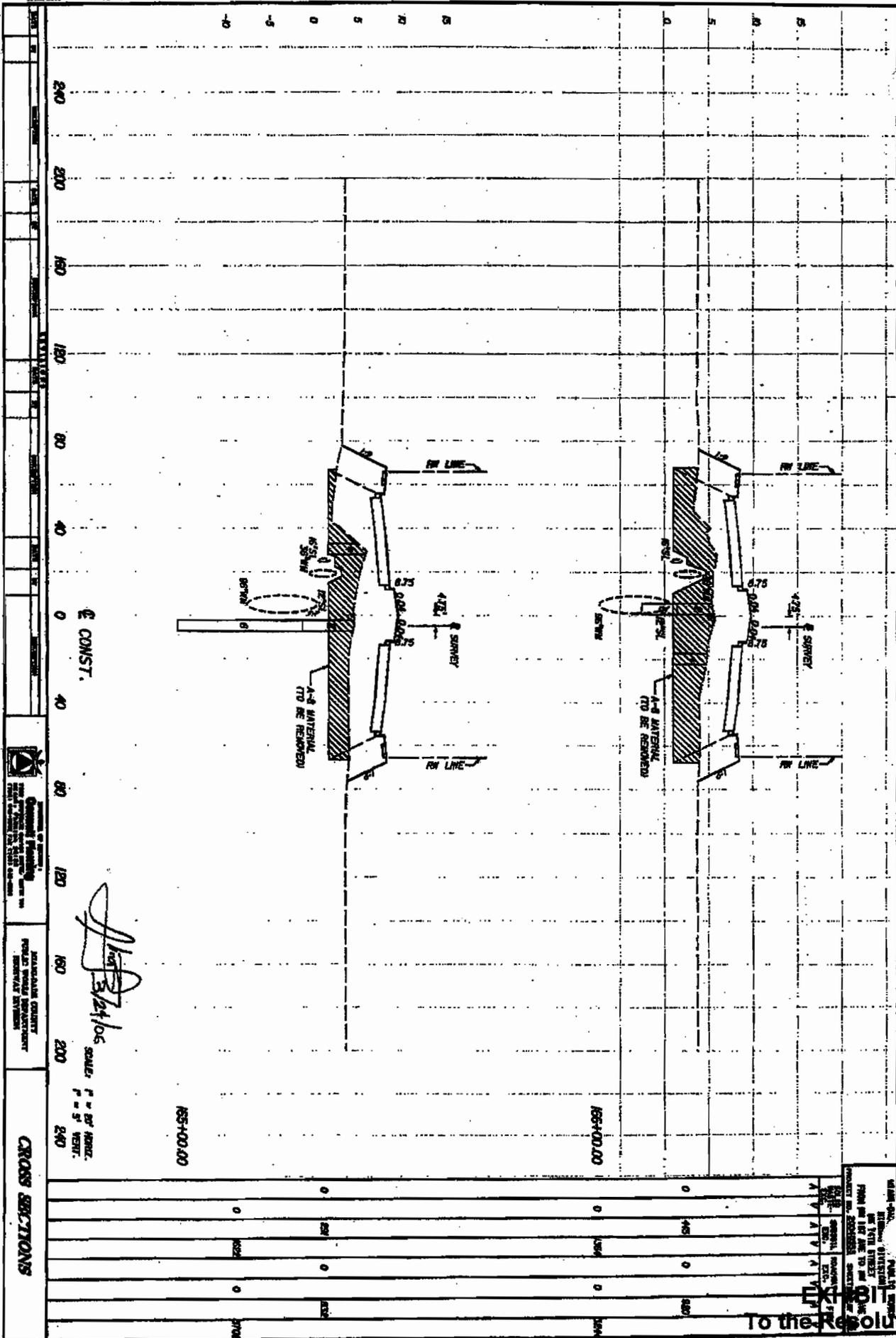
STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 NO. 12345  
 EXPIRES 12/31/2010

CROSS SECTIONS

SCALE: H = 3/8" = 1' HORIZ.  
 V = 1" = 5' VERT.

STATION	163+00.00	164+00.00
ASPH	0	0
SAND	0	0
GRAVEL	0	0
CONCRETE	0	0
TOTAL	0	0

EXHIBIT 'A'  
 To the Resolution



General Engineering  
 1000 W. 10th Street  
 Oklahoma City, Oklahoma 73106  
 Phone: (405) 524-1065  
 Fax: (405) 524-1066  
 www.ge-engineering.com

OKLAHOMA COUNTY  
 PUBLIC WORKS DEPARTMENT  
 1000 W. 10th Street  
 Oklahoma City, Oklahoma 73106

CROSS SECTIONS

*J. H. Smith*  
 5/24/06  
 SCALE: H = 1" = 20' HORIZ.  
 V = 1" = 5' VERT.

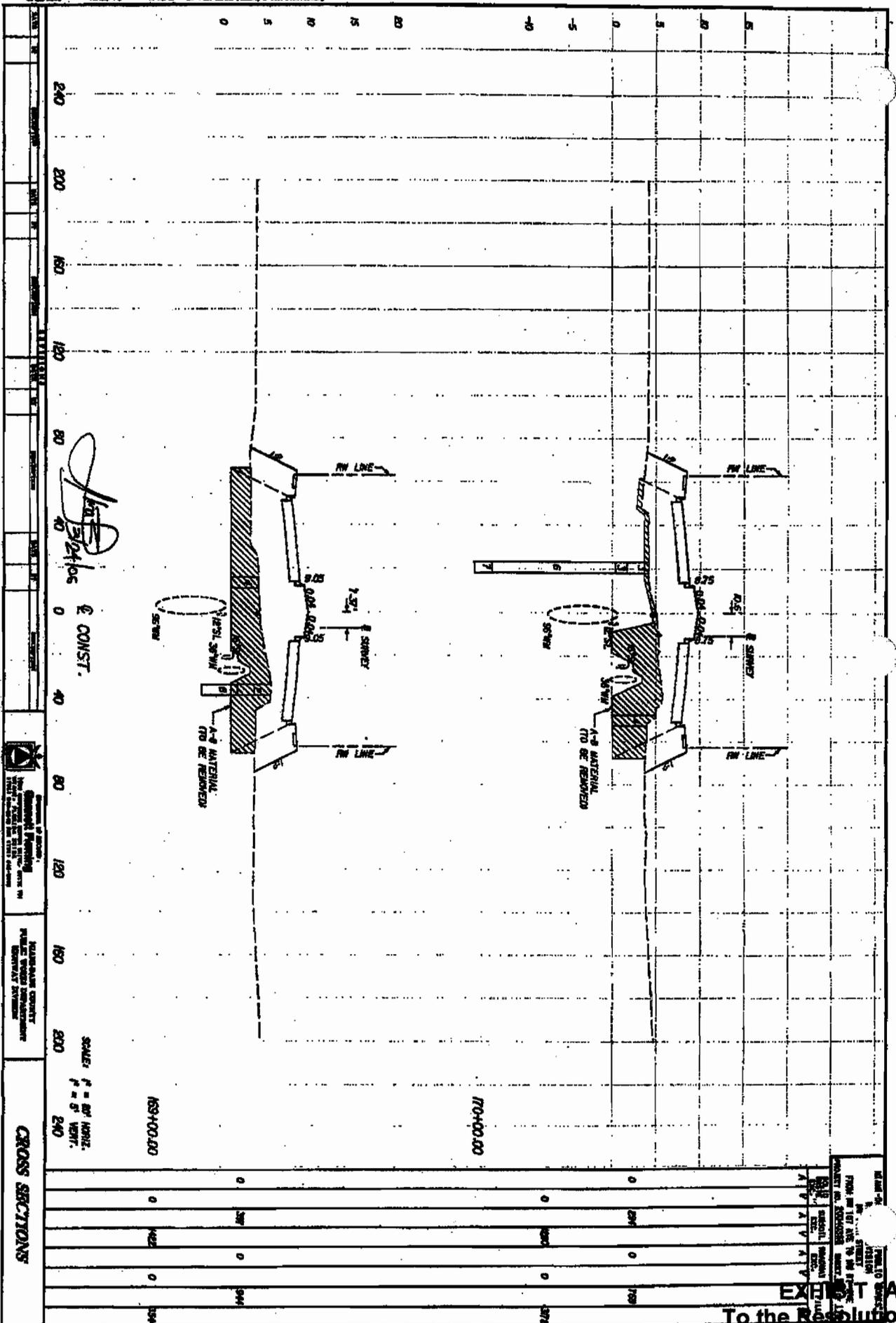
155+00.00

156+00.00

STATION	DATE	BY	CHKD.	DESCRIPTION
155+00.00				
156+00.00				

To the Resolution





CROSS SECTIONS

SCALE: 1/8\"/>

CONSTRUCTION OF THE  
 PUBLIC WORKS DEPARTMENT  
 DIVISION OF PUBLIC WORKS  
 CITY OF LOS ANGELES

REVISIONS  
 NO. DATE BY

EXHIBIT A'  
 To the Resolutions

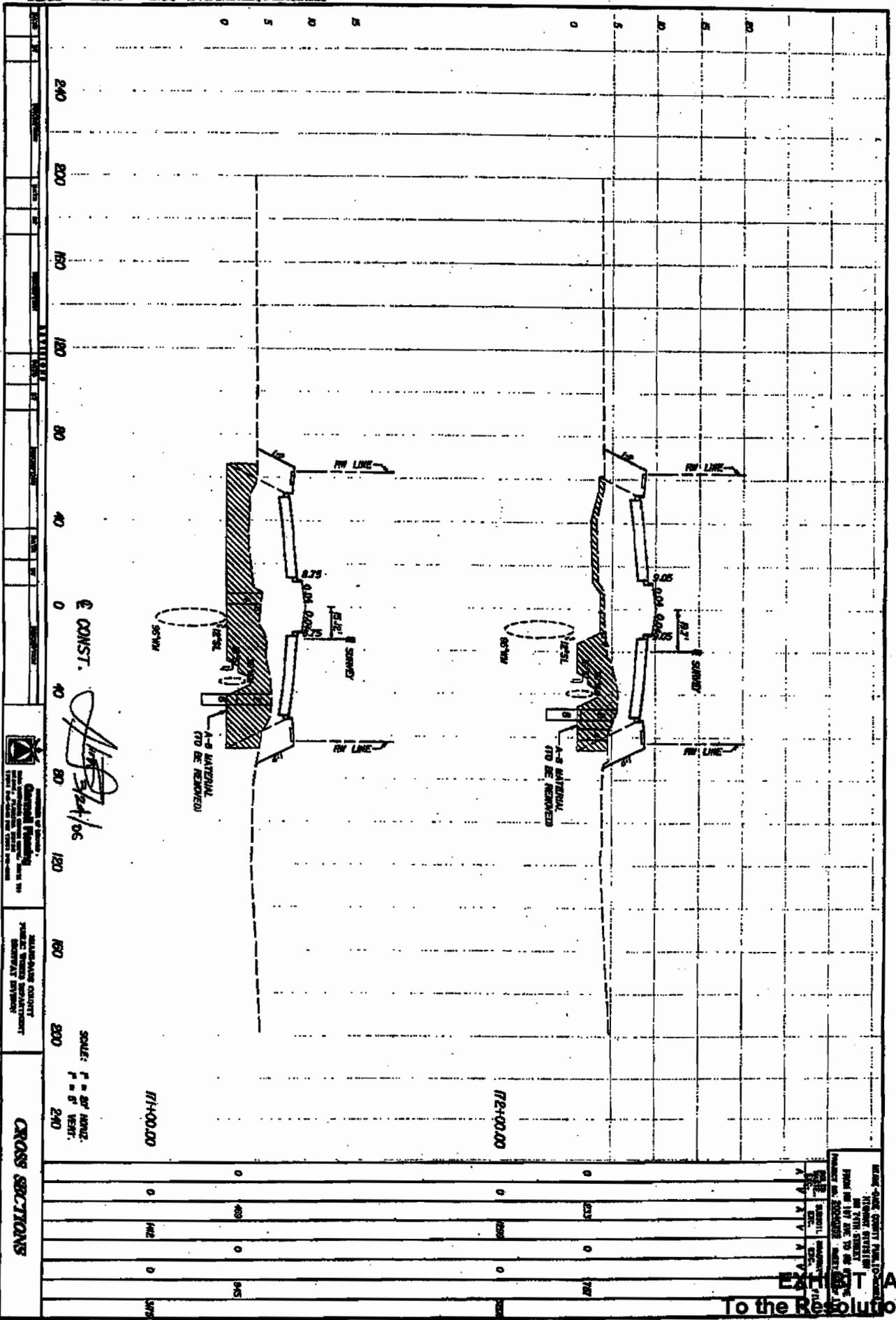
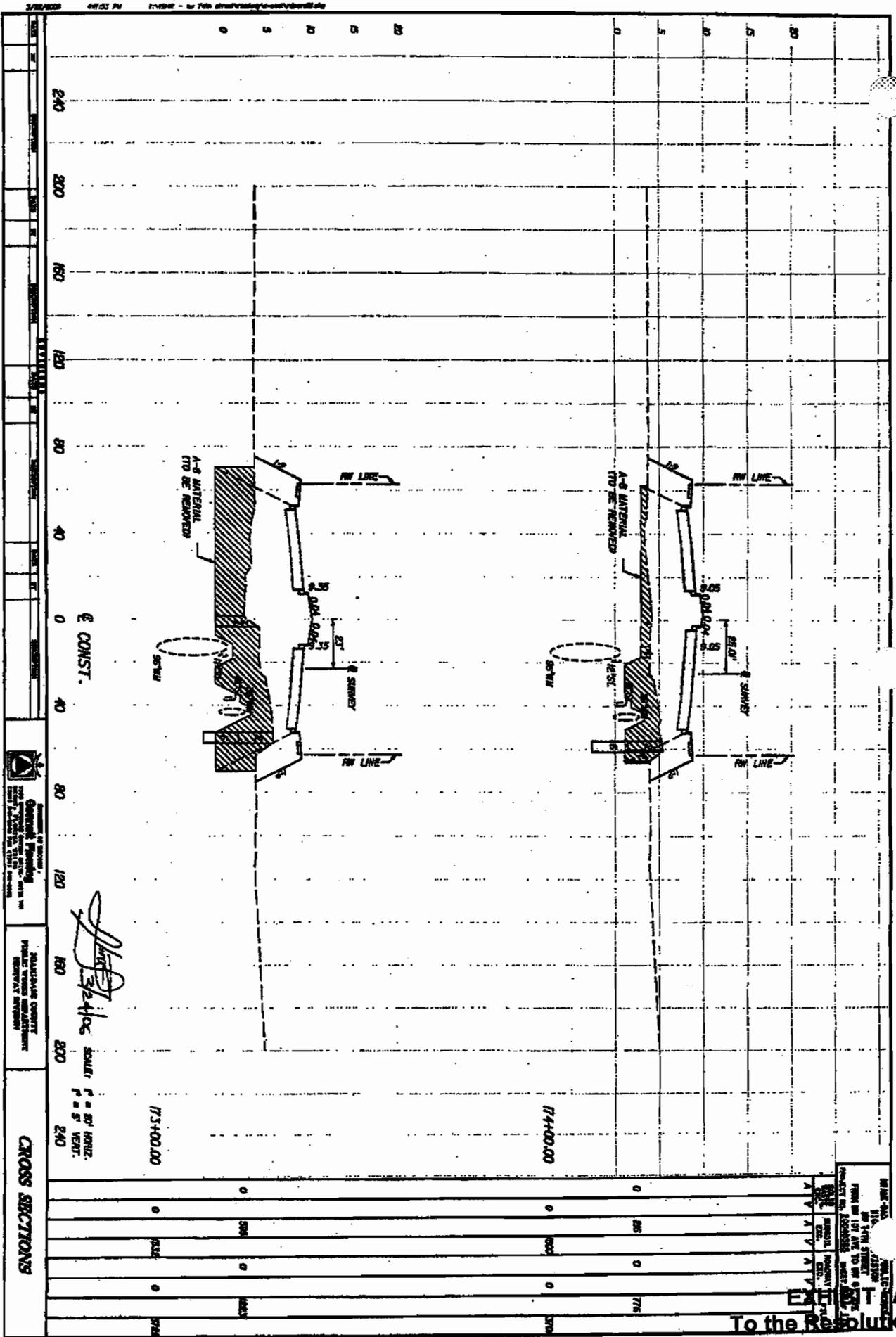


EXHIBIT 'A'  
To the Resolution



1  
 GENERAL CONTRACTOR  
 JOHN J. ...  
 1234 ...  
 ...  
 ...

2  
 QUALITY CONTROL  
 ...  
 ...

CROSS SECTIONS

STATION	173+00.00	174+00.00	175+00.00	176+00.00	177+00.00	178+00.00
1	0	0	0	0	0	0
2	0	0	0	0	0	0
3	0	0	0	0	0	0
4	0	0	0	0	0	0
5	0	0	0	0	0	0
6	0	0	0	0	0	0
7	0	0	0	0	0	0
8	0	0	0	0	0	0
9	0	0	0	0	0	0
10	0	0	0	0	0	0
11	0	0	0	0	0	0
12	0	0	0	0	0	0
13	0	0	0	0	0	0
14	0	0	0	0	0	0
15	0	0	0	0	0	0
16	0	0	0	0	0	0
17	0	0	0	0	0	0
18	0	0	0	0	0	0
19	0	0	0	0	0	0
20	0	0	0	0	0	0
21	0	0	0	0	0	0
22	0	0	0	0	0	0
23	0	0	0	0	0	0
24	0	0	0	0	0	0
25	0	0	0	0	0	0
26	0	0	0	0	0	0
27	0	0	0	0	0	0
28	0	0	0	0	0	0
29	0	0	0	0	0	0
30	0	0	0	0	0	0

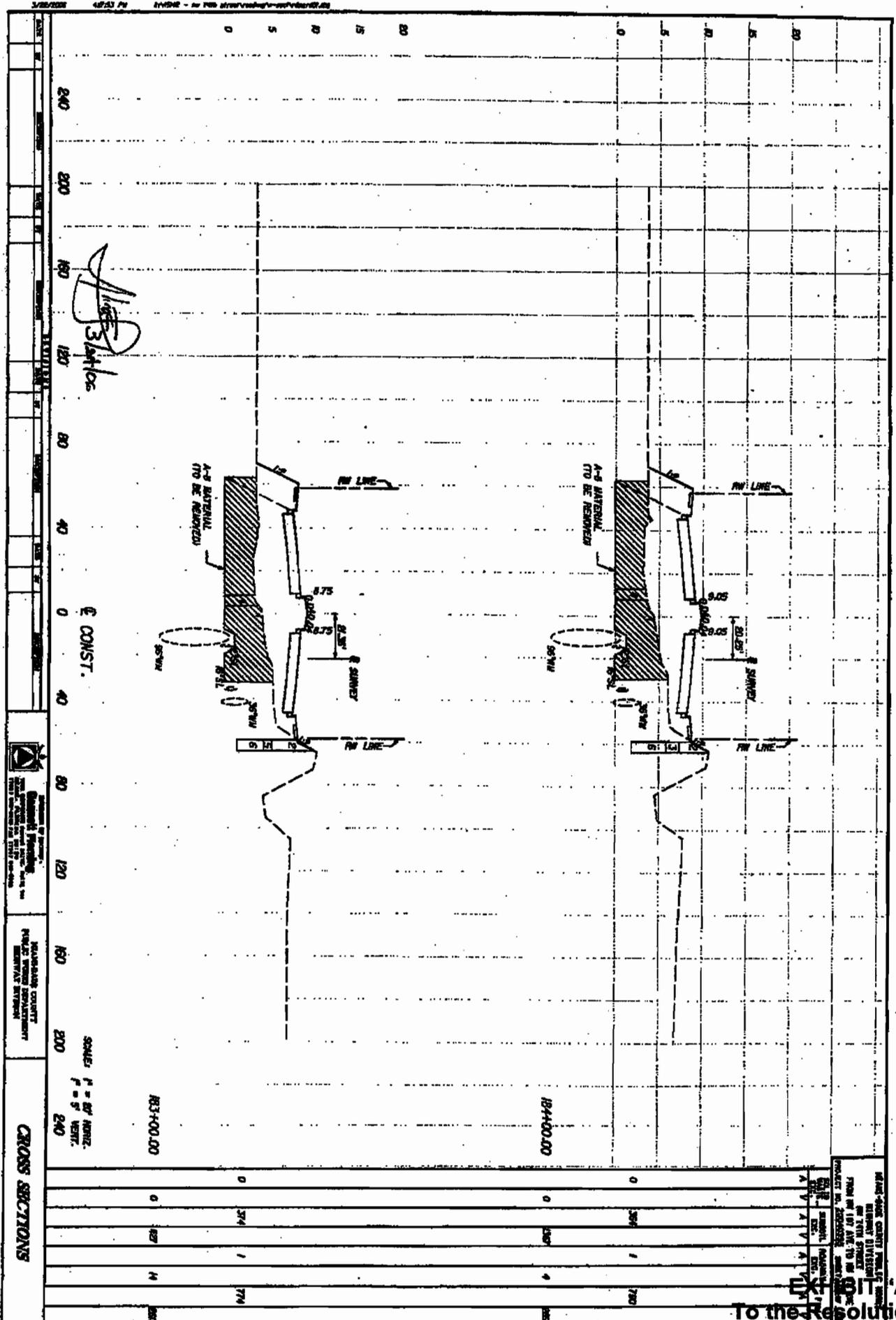
EXHIBIT "A"  
 To the Resolution



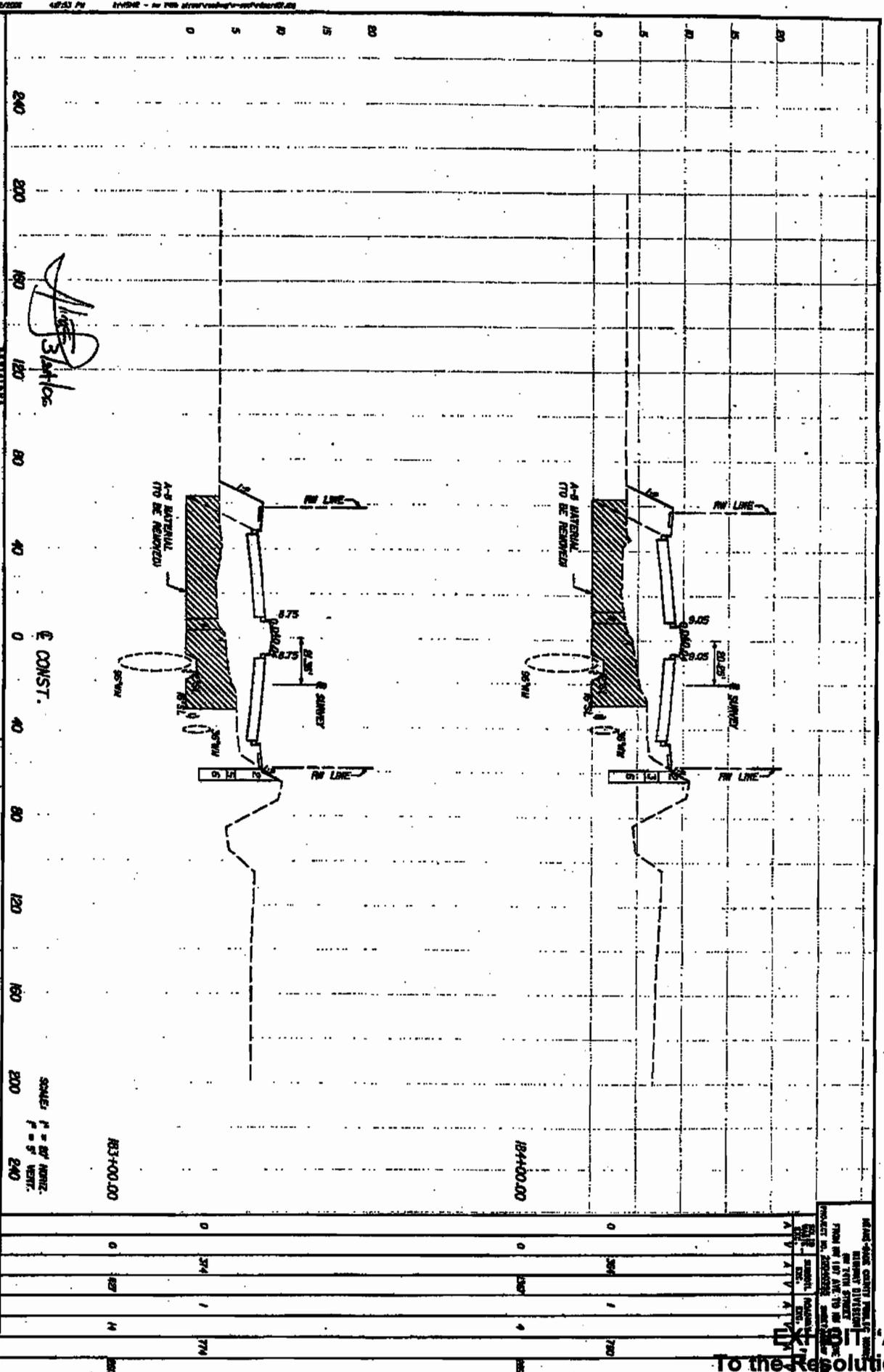




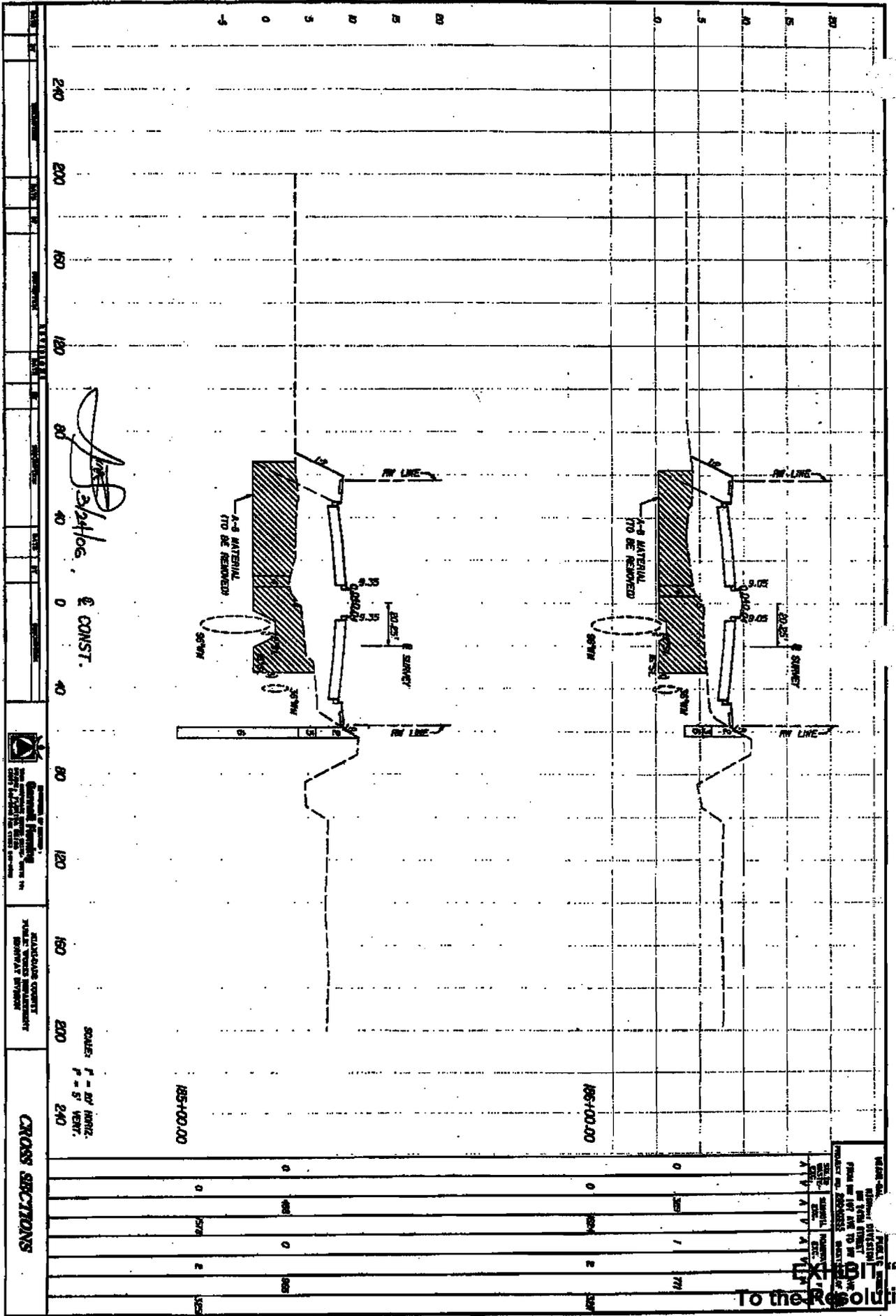




DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION



PROJECT NO.	20000000
DATE	
BY	
CHECKED	
APPROVED	
SCALE	
TITLE	



*Handwritten signature*

CONST.

Geotechnical Engineering  
 CONSULTING ENGINEERS  
 1000 ...

STATE OF ...  
 ...

SCALE: 1" = 10' HORIZ.  
 1" = 5' VERT.  
 240

CROSS SECTIONS

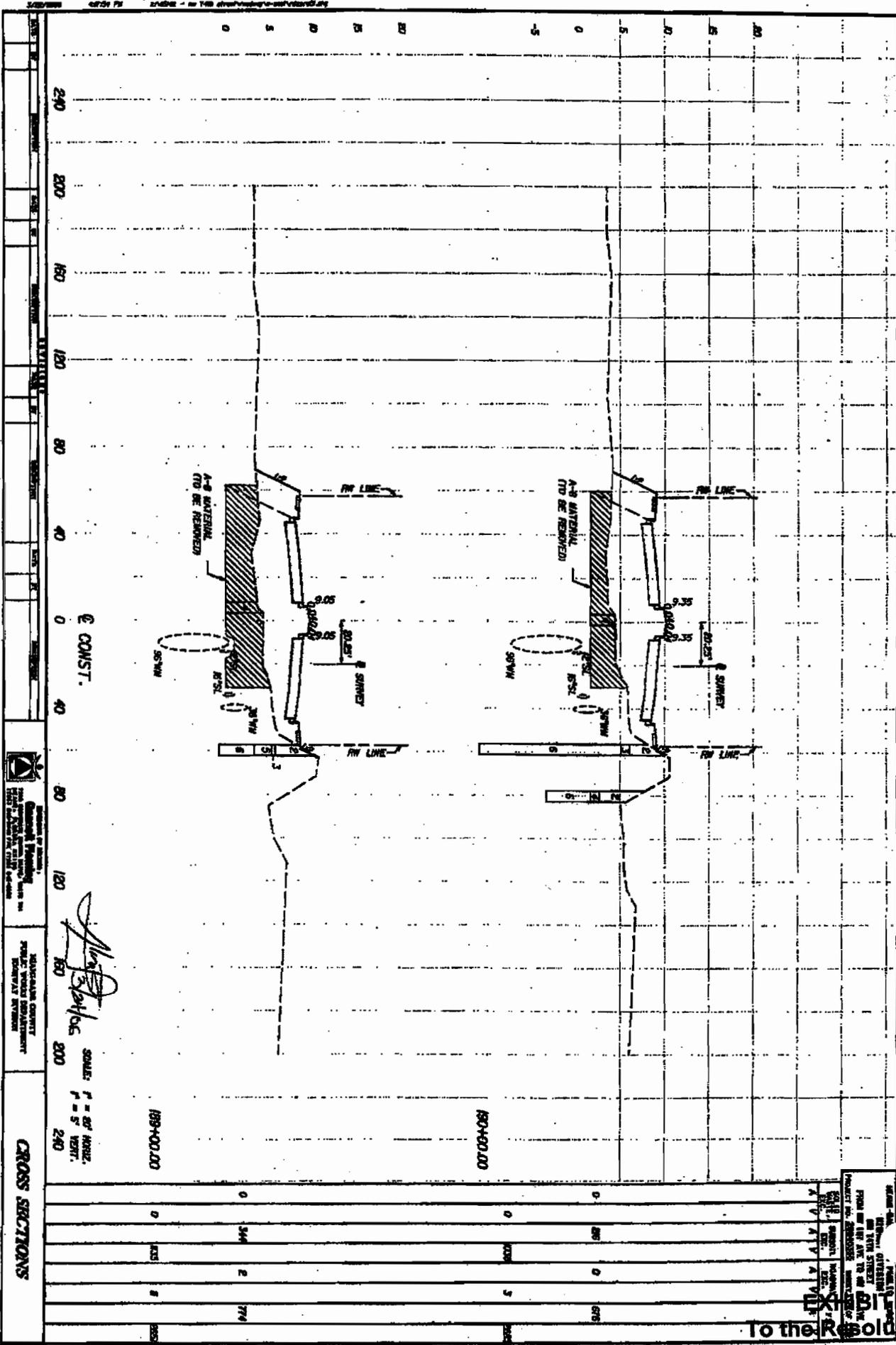
185+00.00

185+00.00

NO.	DATE	BY	CHKD.	REVISION
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...

To the Resolution





REGISTERED PROFESSIONAL ENGINEER  
 STATE OF CALIFORNIA  
 No. 10000  
 CIVIL ENGINEER

MUNICIPALITY OF  
 PUBLIC WORKS DEPARTMENT  
 CIVIL ENGINEER

CROSS SECTIONS

SCALE: H = 20' HORIZ.  
 V = 5' VERT.  
 240

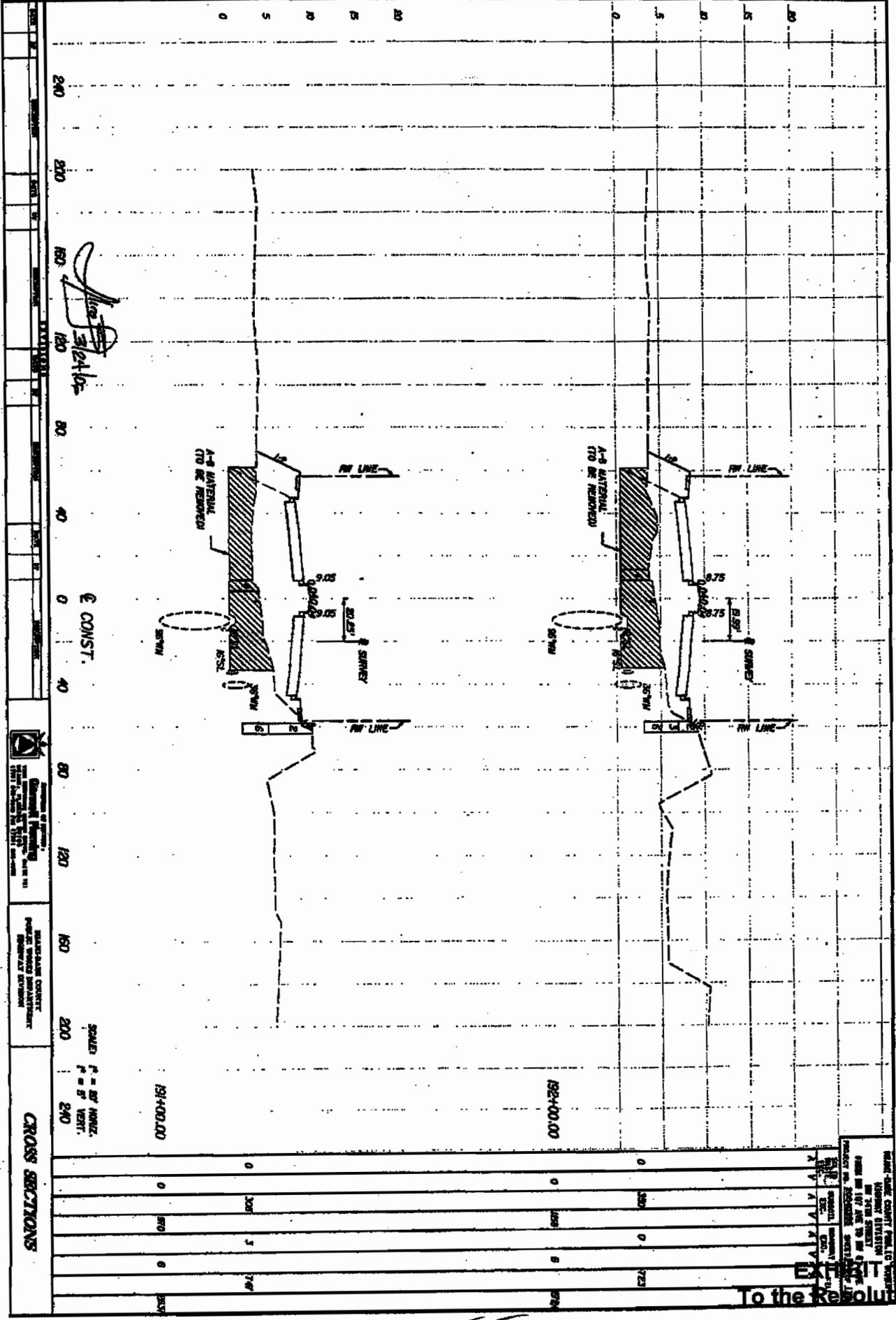
189+00.00

180+00.00

STATION	SECTION	DATE	BY
180+00.00	1		
189+00.00	2		

EXHIBIT "A"  
 To the Resolution

54



*Handwritten signature*

CONST.

ENGINEERING FIRM  
1234 5678 91011121314151617181920

SEALING COUNTY  
PUBLIC WORKS DEPARTMENT  
ENGINEER AT STATION

CROSS SECTIONS

SCALE: H = 1" = 20' HORIZ.  
V = 1" = 5' VERT.  
E=0

191+00.00

192+00.00

EXHIBIT 'A'  
To the Resolutor

55



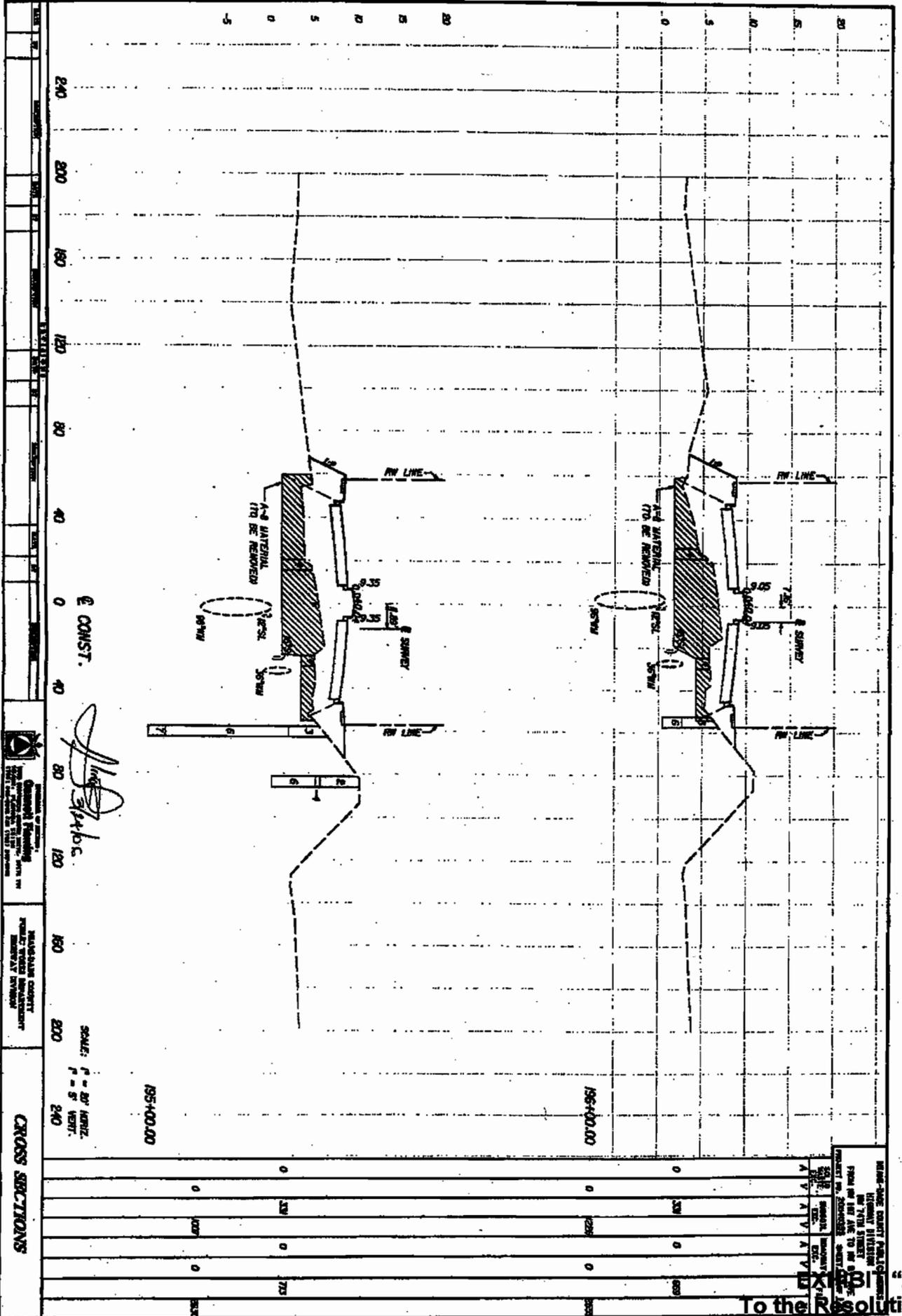
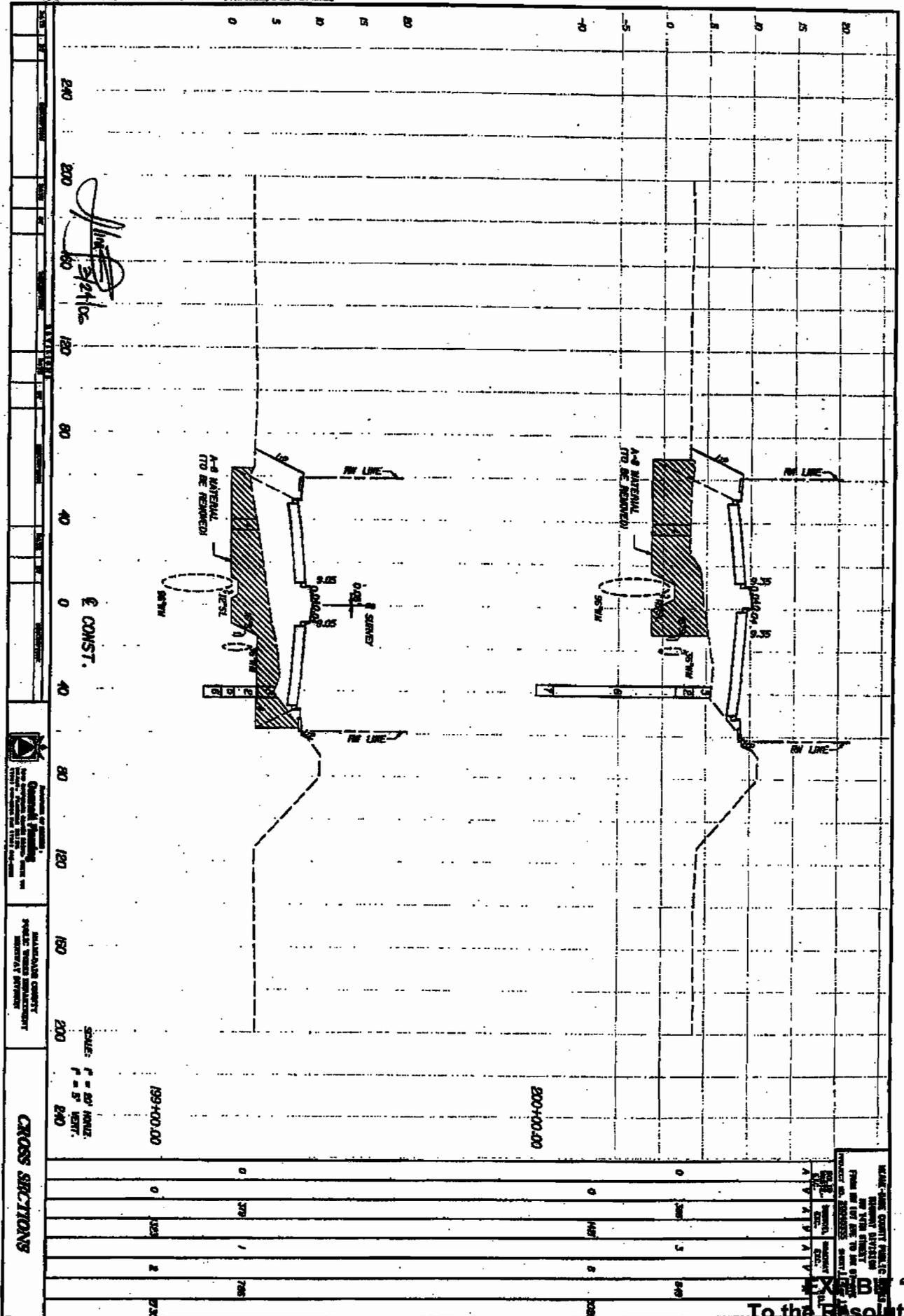


EXHIBIT "A"  
To the Resolution





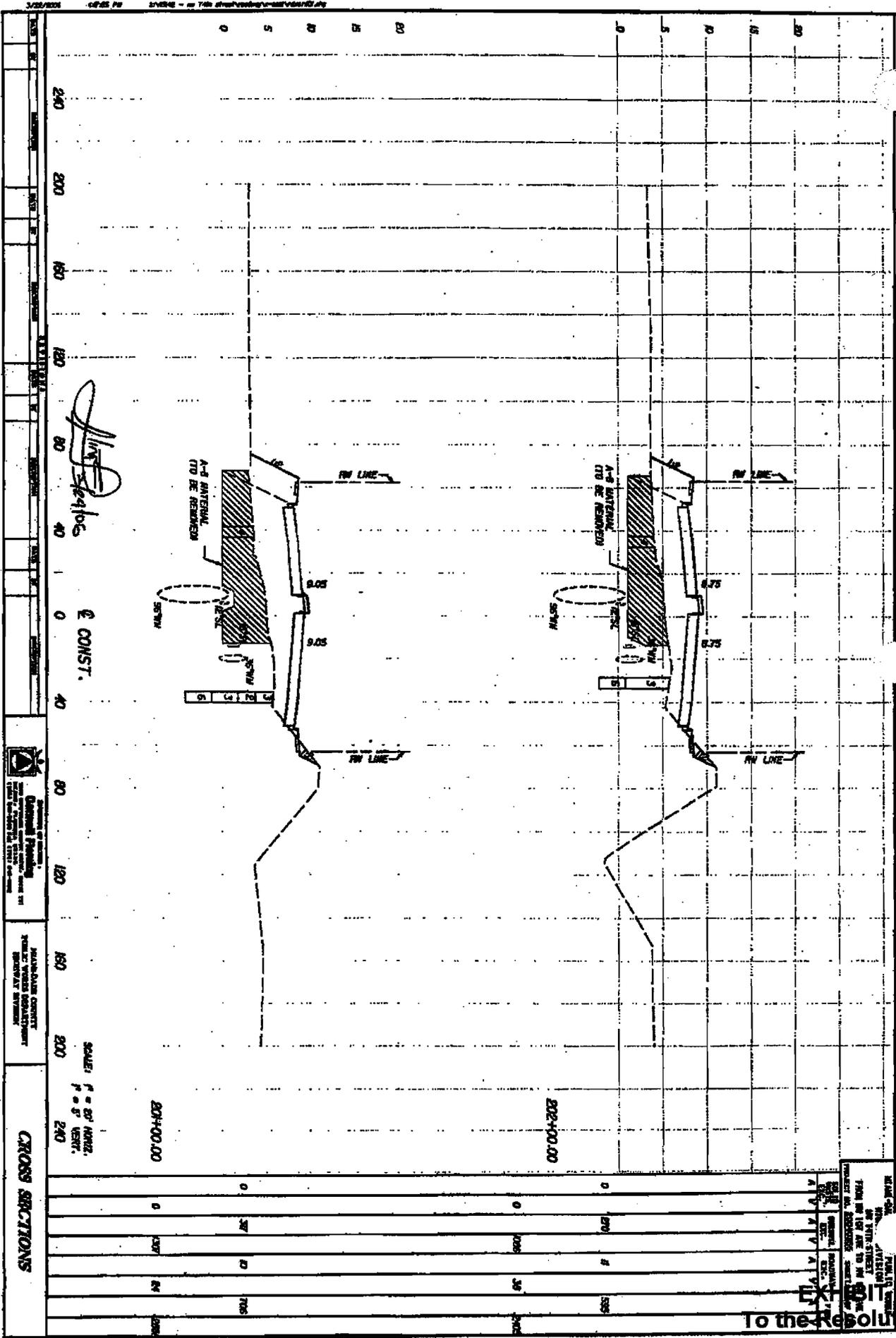
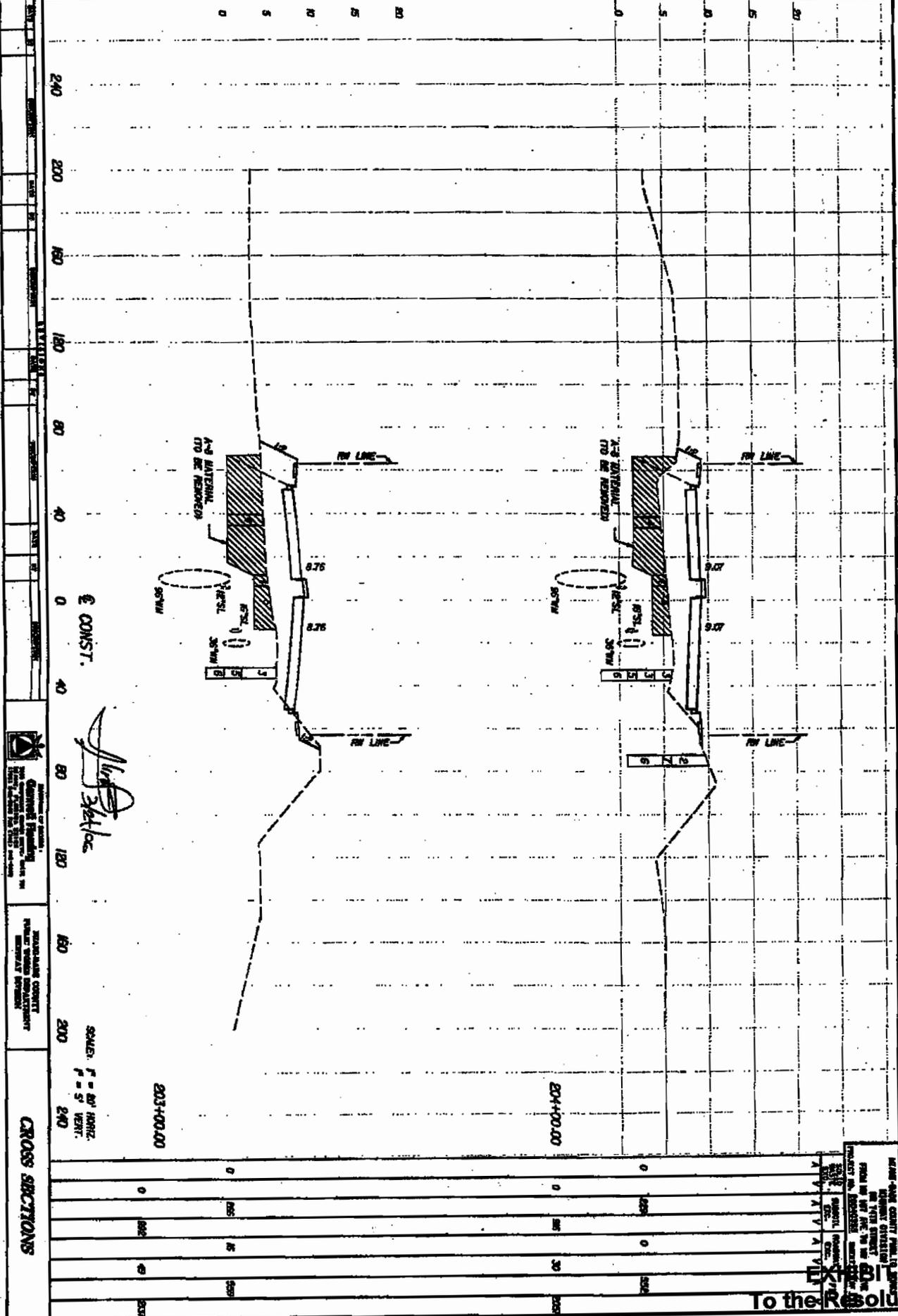


EXHIBIT 'A'  
To the Resolution



*Handwritten signature*  
 3/26/08

DESIGNED BY  
 DRAWN BY  
 CHECKED BY  
 APPROVED BY

REVISIONS  
 NO. DATE DESCRIPTION

CROSS SECTIONS

SCALE: F = 80 HORIZ.  
 V = 5' VERT.  
 240

203+00.00

204+00.00

DATE	BY	CHKD	APPD
1/25/08	AVV	AVV	AVV

EXHIBIT 'A'  
 To the Resolution



Parcel 5n  
(Fee Simple)

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the Southwest Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the west line of said Section 8 as measured at right angles thereto, also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence N01°43'29"W along a line 40.00 feet east of the west line of said Section 8 for 730.21 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 7.45 feet; thence S03°11'19"E for 158.71 feet; thence S01°43'29"E parallel with and 51.50 feet east of said west line of Section 8 for 451.08 feet to a point of curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 40.00 feet through a central angle of 88°37'06" for an arc distance of 61.87 feet to a point of tangency with a line being 81.50 feet north of the south line of said Section 8; thence N89°39'25"E parallel with said south line of Section 8 for 285.84 feet; thence S77°56'08"E for 51.20 feet; thence N89°39'25"E parallel with and 70.50 feet north of said south line of Section 8 for 858.83 feet; thence S89°05'54"E for 138.10 feet to a non-tangential point of intersection with a circular curve concave northwesterly having a radial bearing N00°20'39"W from said point; thence southeasterly along the arc of said curve to the left having a radius of 7737.25 feet through a central angle of 02°58'20" for an arc distance of 401.37 feet to a point of reverse curvature; thence northeasterly along the arc of a circular curve to the right having a radius of 7863.07 feet through a central angle of 02°58'24" for an arc distance of 408.05 feet to a point of tangency with line being 88.50 feet northerly of the said south line of Section 8; thence N89°39'25"E parallel with said south line of said Section 8 for 592.70 feet; thence S87°49'35"E for 250.53 feet to a point being 77.50 feet north of said south line of said Section 8; thence N89°39'25"E parallel with the south line of said Section 8 for 785.57 feet to a point of curvature with a circular curve concave southwesterly; thence southeasterly along the arc of said curve to the right having a radius of 7957.25 feet through a central angle of 02°54'04" for an arc distance of 402.91 feet to a point of reverse curvature with a circular curve concave northeasterly; thence

EXHIBIT "B"  
To the Resolution

southeasterly along the arc of said curve to the left, having a radius of 7843.50 feet through a central angle of  $01^{\circ}59'19''$  for an arc distance of 272.23 feet to a non-tangential point of intersection with a line being 58.24 feet north of the south line of said Section 8 as measured at right angles thereto; thence  $N88^{\circ}51'00''E$  for 337.61 feet to a point being 63.00 feet north of the south line of said Section 8 as measured at right angles thereto; thence  $N89^{\circ}39'25''E$  parallel with and 63.00 feet north of said south line of Section 8 for 312.57 feet to a point of curvature with a circular curve concave northwesterly; thence northeasterly along the arc of said curve to the left having a radius of 40.00 feet through a central angle of  $91^{\circ}23'50''$  for an arc length of 63.81 feet to a point of tangency with a line being 40.00 feet west of the east line of said Section 8 as measured at right angles thereto; thence  $N88^{\circ}15'35''E$  for 40.00 feet to a point of intersection with said east line of Section 8; thence  $S01^{\circ}44'25''E$  along said east line of Section 8 for 104.98 feet to the Southeast corner of said Section 8; thence  $S89^{\circ}39'25''W$  along the south line of said Section 8 for 2633.21 feet to the Southwest Corner of the Southeast 1/4 of said Section 8; thence  $S89^{\circ}39'25''W$  along the south line of said Section 8 for 2593.20 feet to the POINT OF BEGINNING.

LESS

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the SE Corner of said Section 8; thence  $S89^{\circ}39'25''W$  along the south line of said Section 8 for 1080.49 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue  $S89^{\circ}39'25''W$  along the south line of said Section 8 for 100.00 feet; thence  $N01^{\circ}44'24''W$  for 74.34 feet to a point of intersection with a circular curve concave southerly whose radius point bears  $S01^{\circ}16'43''W$  from said point; thence easterly to the right along the arc of said curve having a radius of 7957.25 feet through a central angle of  $00^{\circ}43'16''$  for an arc distance of 100.15 feet; thence  $S01^{\circ}44'24''E$  for 70.87 feet to the POINT OF BEGINNING.

EXHIBIT "B"  
To the Resolution

64

**Parcel 5n T.C.E.**  
***(Temporary Construction Easement)***

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the Southwest Corner of said Section 8; thence N89°39'25"E along the south line of said Section 8 for 40.01 feet to a point being 40.00 feet east of the west line of said Section 8 as measured at right angles thereto; thence N01°43'29"W along a line 40.00 feet east of the west line of said Section 8 for 730.21 feet; thence N89°39'25"E parallel with the south line of said Section 8 for 7.45 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence S03°11'19"E for 158.71 feet; thence S01°43'29"E parallel with and 51.50 feet east of said west line of Section 8 for 451.08 feet to a point of curvature with a circular curve concave northeasterly; thence southeasterly along the arc of said curve to the left, having a radius of 40.00 feet through a central angle of 88°37'06" for an arc distance of 61.87 feet to a point of tangency with a line being 81.50 feet north of the south line of said Section 8; thence N89°39'25"E parallel with said south line of Section 8 for 285.84 feet; thence S77°56'08"E for 51.20 feet; thence N89°39'25"E parallel with and 70.50 feet north of said south line of Section 8 for 858.83 feet; thence S89°05'54"E for 138.10 feet to a non-tangential point of intersection with a circular curve concave northwesterly having a radial bearing N00°20'39"W from said point; thence southeasterly along the arc of said curve to the left having a radius of 7737.25 feet through a central angle of 02°58'20" for an arc distance of 401.37 feet to a point of reverse curvature; thence northeasterly along the arc of a circular curve to the right having a radius of 7863.07 feet through a central angle of 02°58'24" for an arc distance of 408.05 feet to a point of tangency with line being 88.50 feet northerly of the said south line of Section 8; thence N89°39'25"E parallel with said south line of said Section 8 for 592.70 feet; thence S87°49'35"E for 250.53 feet to a point being 77.50 feet north of said south line of said Section 8; thence N89°39'25"E parallel with the south line of said Section 8 for 785.57 feet to a point of curvature with a circular curve concave southwesterly; thence southeasterly along the arc of said curve to the right having a radius of 7957.25 feet through a central angle of 02°54'04" for an arc distance of 402.91 feet to a point of reverse curvature with a circular curve concave northeasterly; thence

EXHIBIT "B"  
To the Resolution

65

southeasterly along the arc of said curve to the left, having a radius of 7843.50 feet through a central angle of  $01^{\circ}59'19''$  for an arc distance of 272.23 feet to a non-tangential point of intersection with a line being 58.24 feet north of the south line of said Section 8 as measured at right angles thereto; thence  $N88^{\circ}51'00''E$  for 337.61 feet to a point being 63.00 feet north of the south line of said Section 8 as measured at right angles thereto; thence  $N89^{\circ}39'25''E$  parallel with and 63.00 feet north of said south line of Section 8 for 312.57 feet to a point of curvature with a circular curve concave northwesterly; thence northeasterly along the arc of said curve to the left having a radius of 40.00 feet through a central angle of  $91^{\circ}23'50''$  for an arc length of 63.81 feet to a point of tangency with a line being 40.00 feet west of the east line of said Section 8 as measured at right angles thereto; thence  $N88^{\circ}15'35''E$  for 40.00 feet to a point of intersection with said east line of Section 8; thence  $N01^{\circ}44'25''W$  along said east line of Section 8 for 11.62 feet; thence  $S88^{\circ}15'25''W$  for 46.58 feet; thence  $S66^{\circ}38'40''W$  for 98.30 feet; thence  $S89^{\circ}39'25''W$  for 700.00 feet; thence  $N88^{\circ}09'35''W$  for 400.29 feet; thence  $S89^{\circ}39'25''W$  for 949.76 feet; thence  $N87^{\circ}42'56''W$  for 250.87 feet; thence  $S89^{\circ}39'25''W$  for 768.24 feet; thence  $S86^{\circ}51'18''W$  for 383.58 feet; thence  $S89^{\circ}39'25''W$  for 1246.97 feet; thence  $N77^{\circ}55'59''W$  for 41.88 feet; thence  $S89^{\circ}39'25''W$  for 302.66 feet; thence  $N60^{\circ}57'10''W$  for 25.05 feet; thence  $N05^{\circ}43'44''W$  for 100.24 feet; thence  $N01^{\circ}43'29''W$  for 400.00 feet; thence  $N03^{\circ}49'29''W$  for 124.25 feet; thence  $S89^{\circ}39'25''W$  for 6.00 feet to the POINT OF BEGINNING.

LESS

A portion of the South 1/2 of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida being more particularly described as follows:

Commence at the SE Corner of said Section 8; thence  $S89^{\circ}39'25''W$  along the south line of said Section 8 for 1180.49 feet; thence  $N01^{\circ}44'24''W$  for 74.34 feet to the POINT OF BEGINNING of the hereinafter described parcel of land, said point being also a point of intersection with a circular curve concave southerly whose radius point bears  $S01^{\circ}16'43''W$  from said point; thence easterly to the right along the arc of said curve having a radius of 7957.25 feet through a central angle of  $00^{\circ}43'16''$  for an arc distance of 100.15 feet; thence  $N01^{\circ}44'24''W$  for 15.41 feet; thence  $N88^{\circ}09'35''W$  for 100.17 feet; thence  $S01^{\circ}44'24''E$  for 15.76 feet to the POINT OF BEGINNING.

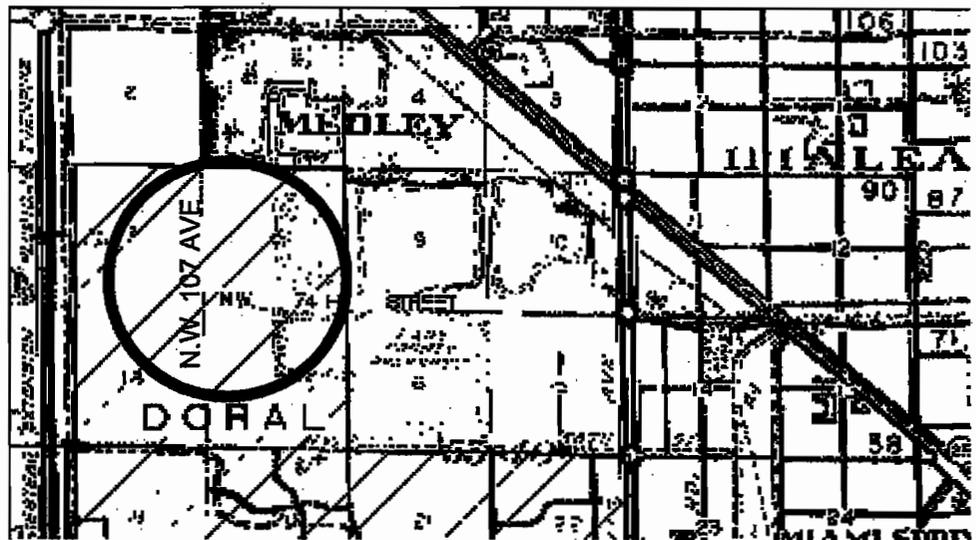
EXHIBIT "B"  
To the Resolution

66

SEC. 8  
TWP. 53  
RNG. 40



NOT TO SCALE



LOCATION MAP

N.W. 107TH AVENUE  
40' Zoned R/W

8-53-40

PARCEL 5n  
PARCEL 5n T.C.E.

N.W. 97TH AVENUE

63' Zoned R/W

N.W. 74TH STREET

17-53-40

NOT TO SCALE (SCALE EXAGGERATED FOR DISPLAY)

NOT A SURVEY

- = TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)
- ▨ = 9.015 ACRES of RIGHT OF WAY TO BE ACQUIRED FEE SIMPLE (1.63 Acres outside Zoned R/W)
- = ZONED R/W LINE

EXHIBIT 'C'  
To the Resolution 67