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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: January 22, 2009

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

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-53-09

Subject: Roadway Transfer Agreement between Miami-Dade County and the Florida Department of Transportation to Transfer W 137 Avenue from SW 8 Street (SR 90) to NW 12 Street from County Jurisdiction to State Jurisdiction

RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) approve the attached resolution authorizing the execution of a Roadway Transfer Agreement between Miami-Dade County and the Florida Department of Transportation (FDOT) to transfer W 137 Avenue from SW 8 Street (SR 90) to NW 12 Street from County jurisdiction to State jurisdiction.

SCOPE

FDOT has requested that Miami-Dade County transfer the right-of-way known as W 137 Avenue from SW 8 Street to NW 12 Street from County jurisdiction to State jurisdiction. This roadway is located within Commission District 12.

FISCAL IMPACT/FUNDING SOURCE

Upon execution of this Agreement and recordation of a Right-of-Way Map, the County will no longer be liable for expenses related to the operation and maintenance of this roadway.

DELEGATION OF AUTHORITY

No additional authority is being requested within the body of this contract.

TRACK RECORD/MONITOR

N/A

BACKGROUND

On June 8, 2004, the BCC approved a Joint Participation Agreement (JPA) between Miami-Dade County and the Miami-Dade Expressway Authority (MDX), to provide funding for the construction of roadway improvements along W 137 Avenue from SW 8 Street to NW 12 Street as per Resolution No. R-753-04. The construction of this segment of roadway was completed by MDX, and is now open to traffic.

Included in this JPA was a provision that FDOT would assume responsibility for the operation and maintenance of the roadway upon formal transfer of the roadway to the State. In accordance with Florida Statute Section 335.0415, this transfer must be mutually agreed upon between FDOT and the County before the roadway can be formally transferred from the County Roads System to the State Roads System. The County is required to provide to FDOT, rights-of-way maps as the instrument of conveyance of the property, recorded in the public records of Miami-Dade County. The Rights-of-Way Maps for this roadway are being presented for approval by the BCC under a separate resolution.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: January 22, 2009

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

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

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(A)
1-22-09

RESOLUTION NO. **R-53-09**

RESOLUTION AUTHORIZING EXECUTION OF A ROADWAY TRANSFER AGREEMENT FROM MIAMI-DADE COUNTY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR W 137 AVENUE FROM SW 8 STREET TO NW 12 STREET; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE PROVISIONS THEREIN

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

WHEREAS, the Florida Department of Transportation has requested that Miami-Dade County transfer the right-of-way known as W 137 Avenue from SW 8 Street to NW 12 Street from County jurisdiction to State jurisdiction,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Roadway Transfer Agreement between Miami-Dade County and the Florida Department of Transportation, pursuant to Section 335.0415, Florida Statutes, transferring the County-maintained roadway facilities incorporated herein by reference, to the Florida Department of Transportation for inclusion in the State Road System, in substantially the form attached hereto and made a part hereof; and authorizing the County Mayor or County Mayor's designee to execute same for and on behalf of Miami-Dade County and to exercise the provisions therein.

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:

Dennis C. Moss, Chairman **aye**
Jose "Pepe" Diaz, Vice-Chairman **aye**

Bruno A. Barreiro	**aye**	Audrey M. Edmonson	**absent**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**absent**
Barbara J. Jordan	**absent**	Joe A. Martinez	**absent**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 22nd day of January, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

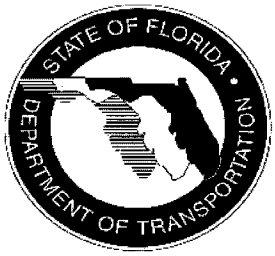
MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Thomas Goldstein



District Six
1000 NW 111 Avenue
Miami, Florida 33172

FLORIDA DEPARTMENT OF TRANSPORTATION & MIAMI-DADE COUNTY
ROADWAY TRANSFER AGREEMENT
SW/NW 137 AVENUE FROM SR 90/SW 8 STREET TO NW 12 STREET

THIS AGREEMENT, made and entered into this _____ day of _____, 2009 by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the "DEPARTMENT", and MIAMI-DADE COUNTY, hereinafter called the "COUNTY";

WITNESSETH

WHEREAS, SW/NW 137 Avenue, from SR 90/SW 8 Street to NW 12 Street, has been constructed by the MIAMI-DADE EXPRESSWAY AUTHORITY (MDX), under the terms of a JOINT PARTICIPATION AGREEMENT (JPA) dated July 19, 2004, between MDX and the COUNTY (County Project #662446); and

WHEREAS, under the terms of the above referenced JPA, it is the intention of MDX, the COUNTY, and the FLORIDA DEPARTMENT OF TRANSPORTATION, that the final operation and maintenance responsibility for SW/NW 137 Avenue, from SR 90/SW 8 Street to NW 12 Street, should be with the DEPARTMENT; and

WHEREAS, a copy of the JPA between MDX and the COUNTY is attached to this AGREEMENT as EXHIBIT A; and

WHEREAS, the COUNTY has requested the transfer of SW/NW 137 Avenue, from SR 90/SW 8 Street to NW 12 Street, from the Miami-Dade Street System to the State of

Florida Department of Transportation State Highway System, and this transfer is mutually agreed upon, between the COUNTY and the DEPARTMENT;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the COUNTY and the DEPARTMENT agree as set forth below:

This Agreement sets forth the terms and conditions under which the COUNTY and the DEPARTMENT will abide. This agreement is also the instrument of that transfer upon approval by the Secretary of the Department of Transportation. The commencement of jurisdictional and maintenance responsibilities is the date of the approval of this roadway transfer agreement by the Secretary. This requirement is in accordance with Florida Statute Section 335.0415(5).

(a) The DEPARTMENT shall henceforth be responsible for the road right-of-way, and for operation and maintenance of the roadway, including bridges. In addition to the roadway, this agreement includes all curbs, culverts, and drainage structures within the right-of-way at the time of transfer. The DEPARTMENT shall be responsible for maintenance of landscaping, noise barrier walls, public sidewalks, and other appurtenances in the right-of-way. The DEPARTMENT does not assume responsibility for any existing liability or disputes arising prior to the effective date of this transfer, and such issues shall remain the responsibility of the County.

(b) The COUNTY gives up all rights to the road, including the right-of-way, with the exception of the items set forth in paragraph (a), herein.

(c) The COUNTY shall be responsible for maintaining all traffic signals, and lighting systems within the right-of-way.

(d) There are no other agreements in existence which need to transfer along with the roadway, or be made a part of this Transfer Agreement. Copies of all existing permits, utility easements, and drainage easements shall be turned over to the DEPARTMENT for their records, within 30 days from the date of this Agreement.

(e) The COUNTY shall provide to the DEPARTMENT, right-of-way maps as the instrument of conveyance of the property, recorded in the public records of Miami-Dade County, showing the surveyed boundaries of the property to be transferred to the DEPARTMENT, within 30 days from the date of this Agreement.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements either verbal or written, between the parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Each party is an independent contractor and is not an agent of the other party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

If any part of the Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

For communication purposes, the parties may be reached at the following addresses and phone numbers.

Florida Department of Transportation
District Six
Alice Bravo, P.E., Director
Office of Transportation Development
1000 NW 111 Avenue
Miami, Florida 33172
Telephone 305-470-5464

Miami-Dade County
Public Works Department
Esther Calas, P.E., Director
111 NW 1st Street, Suite 1610
Steven P. Clark Center
Miami, Florida 33128-1970
Telephone 305-375-2960

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

MIAMI-DADE COUNTY

APPROVED BY:_____
Authorized Signature

ATTEST:_____
Clerk

LEGAL REVIEW:

_____
Legal Counsel

STATE OF FLORIDA
DEPARTMENT OF
TRANSPORTATION

APPROVED BY:_____
Secretary of Transportation

ATTEST:_____

LEGAL REVIEW:

_____
District Legal Counsel

JOINT PARTICIPATION AGREEMENT
BETWEEN THE MIAMI-DADE EXPRESSWAY AUTHORITY
AND MIAMI-DADE COUNTY
REGARDING THE SW/NW. 137TH AVENUE IMPROVEMENTS FROM SW 8TH STREET TO NW 12TH STREET; MIAMI-DADE COUNTY PROJECT NO. 662446

This Joint Participation Agreement ("Agreement") is made and entered into this 19th day of July, 2004, by and between the Miami-Dade County Expressway Authority, d/b/a the Miami-Dade Expressway Authority (hereinafter referred to as "MDX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida ("State") pursuant to Florida Statutes, Chapter 348, Part I, as amended, and Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, MDX was established by Ordinance No. 94-215, adopted on December 13, 1994, as amended, by the Board of County Commissioners of the COUNTY, pursuant to the Florida Expressway Authority Act (Part I of Chapter 348, Florida Statutes, as amended) (the "Act"); and

WHEREAS, the Act sets forth MDX's purposes and powers, which include the powers to: (1) acquire, hold, construct, improve, maintain, operate, own, and lease an expressway system located in Miami-Dade County, (2) fix, alter, change, establish and collect tolls, rates, fees, rentals, and other charges for the services and facilities of such expressway system; and (3) utilize surplus revenues to finance or refinance the planning, design, acquisition, construction, maintenance or improvement of a public transportation facility or transportation facilities located in Miami-Dade County or any programs or projects that will improve the levels of service on such expressway system; and

WHEREAS, MDX, in carrying out its purposes, has determined that it is necessary for MDX to construct SW/NW. 137th Avenue from SW 8th Street to NW 12th Street (which is also referred to as Miami-Dade County Project No. 662446 and hereinafter referred to as the "Project") on behalf of the COUNTY to facilitate the movement of traffic on MDX roadways and in Miami-Dade County; and

WHEREAS, both parties would benefit from the timely construction of the Project which will facilitate the movement of traffic in Miami-Dade County; and

WHEREAS, MDX and the COUNTY have determined that it is in the best interest of the general public and to the economic advantage of both parties to work together on the funding of, acquisition of property, relocation of utilities, and the construction of the Project; and

WHEREAS, the final, signed and sealed design and construction documents for the Project that have been accepted by the County ("Project Design Documents"), which are attached hereto and incorporated herein as Exhibit "A" to this Agreement; and

WHEREAS, MDX and the COUNTY have discussed the construction of the Project as part of MDX's Project No. 83605 (the "83605 Project") and

WHEREAS, MDX and the COUNTY acknowledge that it is the intention of the Florida Department of Transportation ("FDOT" or the "Department") to functionally reclassify SW/NW. 137th Avenue from SW 8th Street to NW 12th Street to a state road and, in that event, the operation and maintenance responsibilities for SW/NW. 137th Avenue will be transferred to FDOT subsequent to the completion and final acceptance of the 83605 Project;

WHEREAS, MDX and the COUNTY desire to enter into an agreement to set forth the respective duties and obligations of MDX and the COUNTY in connection with the construction and completion of the Project;

NOW, THEREFORE, in consideration of the terms of this Agreement and the mutual promises, undertakings and covenants set forth hereinbelow, and in consideration of the sum of Ten Dollars ($10.00) each to the other in hand paid simultaneously with the execution of the Agreement, the receipt of which is hereby acknowledged, and other good and valuable consideration given by each to the other, the parties do hereby agree as follows:

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

2. **Representations by MDX**. MDX makes the following representations as the basis for the undertakings on its part herein contained.

(a) MDX has been duly created and is validly existing as a body politic and corporate, a public instrumentality and an agency of the State existing under the Act. MDX has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper corporate action MDX has been duly authorized to execute and deliver this Agreement. The obligations of MDX under this Agreement are valid and enforceable in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) There is no litigation pending or, to the knowledge of MDX, threatened which will affect the performance by MDX of its obligations under this Agreement.

(c) No default exists with respect to the obligations of MDX under this Agreement, and the execution and delivery by MDX of this Agreement does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which MDX is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

(d) All consents, waivers, approvals and other governmental actions required to be taken in order for MDX to enter into and fully comply with this Agreement have been received or obtained by MDX.

3. **Representations by the COUNTY.** The COUNTY makes the following representations as the basis for the undertakings on its part herein contained.

(a) The COUNTY, a political subdivision of the State, has been duly created under a Home Rule Charter and is validly existing under the laws of the State. The COUNTY has all necessary power to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder. By proper official action the COUNTY has been duly authorized to execute and deliver this Agreement. The obligations of the COUNTY under this Agreement are valid and enforceable in accordance with their terms, except to the extent that such enforceability may be subject to bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally and to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(b) There is no litigation pending or, to the knowledge of the COUNTY, threatened which will affect the performance by the COUNTY of its obligations under this Agreement.

(c) No default exists with respect to the obligations of the COUNTY under this Agreement, and the execution and delivery of this Agreement by the COUNTY does not constitute a violation of applicable law or regulations or a breach of or default under any other agreement to which the COUNTY is a party or an event that, with the passage of time, would become a breach of or default under any such agreement.

(d) All consents, waivers, approvals and other governmental actions required to be taken in order for the COUNTY to enter into and fully comply with this Agreement have been received or obtained by the COUNTY.

4. **Project Funds.**

(a) The COUNTY covenants and agrees that it is solely responsible for the payment of all costs, whatsoever, for the Project which are associated with: (1) right-of-way acquisition, including, but not limited to severance and business damages, as required for the construction of the Project; and (2) utility relocations, including, but not limited to the FPL and BST relocations (as referenced herein) required for construction of the Project, and any unforeseen or unknown utility relocations, as required for the construction of the Project. The parties agree and understand that the County's payment obligations under this Section is contingent upon FDOT's obligation to reimburse the County as set forth in the letter dated April 1, 2004, which is attached hereto and incorporated herein as Exhibit "G" to this Agreement; except that the County shall not be responsible for the cost of relocating the FGT Main (as defined herein).

(b) MDX covenants and agrees that it is solely responsible for the costs associated with construction of the Project, as well as the cost of the relocation of the FGT Main (see paragraph 9), except as referenced herein.

(c) MDX covenants and agrees that it is going to construct the Project in accordance with the contract documents for MDX Project No. 83605, as amended (the "83605 Contract Documents").

(d) The parties agree that the County shall not be responsible for any claims associated with the construction of the Project, except in the event MDX receives any claims for unforeseen conditions for the construction of the Project. In that event, the parties agree they will jointly address such claims at that time with the express understanding that the County will not be responsible in any event for any costs of the 83605 Project, which are not separately itemized and directly related to the construction of the Project.

(e) MDX agrees to evaluate the feasibility of advancing the construction of the Project and, in the event MDX decides to advance said construction, it shall formalize that with MDX's design-build contractor for the 83605 Project after this Agreement has been fully executed.

(f) The obligation of MDX for construction costs set forth in paragraph 4(b) above shall be subject in all respects to the obligations of MDX under that certain Trust Indenture dated as of November 15, 1996, from the Dade County Expressway Authority (now known as the Miami-Dade County Expressway Authority) to The Bank of New York, as Trustee, as amended and supplemented, and as the same may be further amended and supplemented from time to time (the "Indenture"), including, without limitation, the obligations of MDX under Section 5.01 of the Indenture, entitled "Covenants as to Tolls, etc."

5. **Property Acquisition and Usage.**

(a) The COUNTY covenants and agrees to proceed with the acquisition of all right-of-way necessary for construction of the Project as shown on Exhibit "B" to this Agreement (the "Property"), which is attached hereto and incorporated herein. The COUNTY has obtained title to the Property necessary for completion of the Project and, pursuant to the Construction Easement issued by this Agreement, made it available to MDX for construction of the Project, as amended for inclusion in the 83605 Project.

(b) The COUNTY hereby grants to MDX a temporary access, temporary construction and perpetual drainage easement, as attached hereto and incorporated herein as Exhibit "C", on and over the Property ("Temporary Access, Temporary Construction and Perpetual Drainage Easement") for the purpose of constructing the Project. Such temporary access and construction easements over the Property shall terminate upon completion and final acceptance by MDX of the 83605 Project, at which time MDX will initiate the process of transferring SW/NW 137th Avenue from S.W. 8th Street to N.W. 12th Street to FDOT or the County, as set forth herein. MDX shall record the Temporary Access, Temporary Construction and Perpetual Drainage Easement in the public records of Miami-Dade County at MDX's sole cost and expense.

6. **SW/NW. 137th Avenue Design.**

(a) The COUNTY has provided to MDX the Project Design Documents.

(b) The COUNTY covenants and agrees that MDX shall have no liability for any Project documentation provided by the County, including but not limited to, the Project Design Documents.

(c) The COUNTY covenants and agrees that pursuant to that agreement signed on September 15, 1998 and subsequent amendments, if any, between the County and Gannett Fleming, Inc., the Engineer of Record or EOR ("Design Contract"), the County contracted with the EOR for the design of the Project at the County's sole cost and expense. The parties acknowledge that MDX is relying upon the plans and specifications prepared by the EOR for the Project.

(d) In the event the EOR agrees to the following assignment by the County to MDX, the County hereby assigns its rights under the Design Contract to MDX to the extent necessary to permit MDX to pursue claims against the EOR in the event that MDX is damaged by the failure of the EOR to perform, pursuant to the terms and conditions of the Design Contract, including but not limited to, errors and omissions. This assignment shall not preclude the County from pursuing claims against the EOR for any damages it may suffer pursuant to the EOR's performance under the Design Contract.

In the event the EOR does not agree to the above referenced assignment by the County to MDX, the County agrees to actively pursue any errors and omissions claim(s) that MDX may have against the EOR in regards to the Project Design Documents. MDX agrees to evaluate any such claims to determine their validity prior to presenting them to the County and to assist the County in the pursuit of such claims.

7. **Project Permitting.** The COUNTY covenants and agrees that all permits necessary for the Project, as identified in the Project Documents (the "Permits"), shall be obtained by the COUNTY, except for those that must be obtained by MDX's contractor for construction-related activities, and that the COUNTY shall make all good faith efforts to obtain the Permits by the effective date of this Agreement.

8. **Project Construction, Maintenance and Access Roads.**

(a) MDX will be responsible for the Construction Engineering and Inspection (CEI) services for the Project, at its sole expense.

(b) After completion of construction of the 83605 Project and granting of final acceptance by MDX for such project, the parties agree that, if SW/NW 137th Avenue from SW 8th Street to N.W. 12th Street has been functionally reclassified as a state road, MDX shall turn it over to FDOT and FDOT shall then be responsible for the operation and maintenance of SW/NW 137th Avenue. If SW/NW 137th Avenue becomes functionally reclassified as a state road under the Department's jurisdiction, MDX and/or the COUNTY will provide all plans, right-of-way maps, legal descriptions, proper conveyances and other necessary documents requested by the Department, that either party has in its possession. The parties agree that the Department shall be involved in the semi-final and final inspections for SW/NW 137th Avenue.

If SW/NW 137th Avenue is not classified as a state road upon construction completion of the 83605 Project and the granting of final acceptance by MDX for such project, the parties agree that SW/NW 137th Avenue shall be transferred to the COUNTY and the COUNTY shall be responsible for the operation and maintenance, as described herein, at the COUNTY's sole cost and expense.

(c) The COUNTY agrees to maintain a two-lane access road constructed by MDX within a portion of the rights-of-way for NW 13th Street and NW 127th Avenue and a two-lane access road constructed by MDX within a portion of the right-of-way for NW 6th Street upon completion of construction and granting of final acceptance for the 83605 Project. In addition, the COUNTY agrees to maintain a perimeter two-lane access road to be constructed by MDX

from NW 12th Street to theoretical NW 9th Street, as shown on Exhibit "D" to this Agreement, which is attached hereto and incorporated herein.

(d) The COUNTY hereby grants to MDX a temporary access, temporary construction and perpetual drainage easement, as attached hereto and incorporated herein as Exhibit "E" on and over property/right of way owned by the COUNTY ("NW 13th Street/NW 127th Avenue Temporary Construction Easement"), relating to the theoretical NW 13th Street, between NW 127th Avenue and NW 132nd Avenue, and to the theoretical NW 127th Avenue, between NW 12th Street and NW 13th Street, for the purpose of MDX constructing an access road at NW 13th Street and NW 127th Avenue ("NW 13th Street Access Road") at the sole cost of MDX. MDX shall record the NW 13th Street/NW 127th Avenue Temporary Construction Easement in the public records of Miami-Dade County at MDX's sole cost and expense. The parties acknowledge that the determination has been made for MDX to construct the NW 13th Street Access Road. Upon completion of its construction, the COUNTY agrees to maintain the NW 13th Street Access Road at the COUNTY's sole cost and expense.

(e) The COUNTY hereby grants to MDX a temporary access, temporary construction easement and a perpetual drainage easement, which is attached hereto and incorporated herein as Exhibit "F", on and over property/right of way owned by the COUNTY ("NW 6th Street Temporary Construction Easement") relating to the theoretical NW 6th Street, between SW/NW. 137th Avenue and W. 140th Avenue (the "NW 6th Street Access Road"), for the purpose of MDX constructing an access road at the sole cost of MDX. MDX shall record the NW 6th Street Temporary Construction Easement in the public records of Miami-Dade County at MDX's sole cost and expense. The parties acknowledge that no determination has been made at this time as to whether the NW 6th Street Access Road needs to be constructed. However, if the NW 6th

Street Access Road is constructed, upon completion of its construction, the COUNTY agrees to maintain the NW 6th Street Access Road at the COUNTY's sole cost and expense.

9. **Utility Relocation and Installation.**

(a) MDX and the COUNTY shall be responsible for the coordination of all utility relocation work necessary for construction of the Project and shall enter into all utility relocation agreements necessary with utilities affected by the construction of the Project. If applicable, such relocation agreements shall provide for compensation for the cost of the relocation(s), if such compensation is required by law. The COUNTY has agreed to compensate Florida Power and Light ("FPL") for the cost of relocating its existing distribution and transmission lines for the Project onto right-of-way acquired by the COUNTY. The COUNTY has agreed to compensate BellSouth Telecommunication ("BST") with the relocation cost of the existing fiber optic cable to the right-of-way to be acquired by the COUNTY. MDX is solely responsible for the cost of any relocation necessary regarding the Florida Gas Transmission 8" main located within the right-of-way of SW/NW 137th Avenue ("FGT Main").

10. **Effective Date of this Agreement.** This Agreement shall become effective on the date hereof.

11. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

12. **Provisions Separable.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

13. **Amendment of Agreement**. This Agreement may be amended or supplemented by written addendum executed and delivered by MDX and the COUNTY.

14. **Format**. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

15. **Notices**. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made and received when delivered (personally, by courier service such as Federal Express, or by other messenger) against receipt or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below:

(a) If to MDX:

Miami-Dade County Expressway Authority
3790 N.W. 21st Street
Miami, Florida 33142
ATTN: Mr. Servando M. Parapar, P.E., Executive Director

and

Greenberg Traurig, P.A.
777 S. Flagler Drive
Suite 300 East
West Palm Beach, Florida 33401
ATTN: Teresa J. Moore, Esq.

(b) If to the COUNTY:

Miami Dade County
Stephen P. Clark Center
111 N. W. 1st Street,
Suite 1601
Miami, FL 33128
ATTN: Aristides Rivera, P.E., Director, Public Works Dept.

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

giving of notice.

16. **Entire Agreement**. This Agreement, including the exhibits to this Agreement, contains the sole and entire agreement between the parties with respect to the subject matter and supersedes any and all other prior written or oral agreements between them with respect to such subject matter.

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

18. **Waiver**. Waiver by either party of any breach of any provision 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.

19. **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.

20. **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.

21. **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 that the parties further acknowledge that certain additional actions by MDX may require approval by the Board of

MDX, and, to the extent such approval is required by applicable law, including MDX adopted By-Laws, obtaining such approval shall be a condition to the obligations of MDX under this Section.

22. **Governing Law**. This Agreement and the 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. The parties hereby waive their right to a jury trial.

23. **Time of the Essence**. TIME IS OF THE ESSENCE WITH RESPECT TO THE PERFORMANCE OF EACH OF THE COVENANTS AND OBLIGATIONS CONTAINED IN THIS AGREEMENT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement, the MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY, signing by and through its Chairman, and MIAMI-DADE COUNTY, signing by and through its Secretary, each duly authorized to execute same.

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY

BY: _____
Darryl K. Sharpton, CPA, Chairman

[SEAL]

ATTEST:

Maria Luisa Navia Lobo
Secretary

Approved as to form and legal sufficiency

Bruce Giles-Klein
Greenberg Traurig, P.A.

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

I, Helen M. Cordero, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Darryl K. Sharpton, CPA and Maria Luisa Navia Lobo personally known to me to be the same persons whose names are, as Chairman and Secretary, respectively, of the MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said Authority, and delivered the said instrument as the free and voluntary act of said Authority and as their own free and voluntary act, for the uses and purposes therein as set forth.

Given under my hand and notarial seal this 19th day of July, 2004.

NOTARY PUBLIC
State of Florida

Notary Public
Seal of Office

HELEN M. CORDERO
MY COMMISSION # DD 061202
EXPIRES: September 30, 2005
1-800-3-NOTARY FL Notary Service & Bonding, Inc.

☐ Personally known to me, or
☐ Produced Identification:

☐ Did take an oath
☐ Did not take an oath
☐ My Commission Expires: 9/30/05

MIAMI-DADE COUNTY

BY: _____
Pete Hernandez, P.E.
Assistant County Manager

WITNESSES

_____

Approved as to form and legal sufficiency

_____

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

I, Sandra L. Edelson, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Pete Hernandez, _____ of MIAMI-DADE COUNTY, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the seal of said County, and delivered the said instrument as the free and voluntary act of said County and as their own free and voluntary act, for the uses and purposes therein as set forth.

Given under my hand and notarial seal this 12th day of July, 2004.

NOTARY PUBLIC
State of Florida

Sandra L Edelson

Notary Public
Seal of Office

Sandra Lee Edelson
Commission # DD 032627
Expires June 13, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

☐ Personally known to me, or
☐ Produced Identification:

☐ Did take an oath
☐ Did not take an oath
☐ My Commission Expires: 6/13/2005

FDOT ACKNOWLEDGEMENT AND CONSENT

The Florida Department of Transportation hereby consents, approves of and joins in the execution of this Agreement particularly with regards to terms and conditions in Sections 4 and 8 of this Agreement.

FLORIDA DEPARTMENT OF TRANSPORTATION

By: John Martinez

Name: John Martinez, P.E

Title: District Six Secretary

Approved as to form and legal sufficiency

Exhibit "A"

Project Design Documents

Miami-Dade County
Public Works Dept.

EXHIBIT "B"
WEST 137TH AVENUE

Parcel No.1: All of Tract 49 and those portions of Tracts 1,16,17,32, 33,48, and 50 of **EVERGLADES GARDENS SUBDIVISION**, according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida, which lies within the East 120.00 feet of the SE 1/4 of Section 3 Township 54 South, Range 39 East, Miami-Dade County,Florida, AND that portion of the 30.00 feet road dedicated to the perpetual use of only the abutting owners of all those lots abbuting on the said 30.00 feet road of said **EVERGLADES GARDENS SUBDIVISION**, which lies within the East 120.00 feet of the SE 1/4 of Section 3, Township 54 South, Range 39 East.

Parcel No.2: The East 140.00 feet of Government Lot 3 between Townships 53 and 54 South, Range 39 East, Miami-Dade County, Florida, LESS the East 125.00 feet of the North 640.00 feet of the South 700.00 feet thereof.

Parcel No.3: A portion of Tract 33 LESS the North 381.68 feet thereof, and those portions of Tracts 48 and 50,and that portion of the 30.00 feet road dedicated to the perpetual use of only the abutting owners of all those lots abbuting on the said 30.00 feet road in this subdivision, **EVERGLADES GARDENS SUBDIVISION**, according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Commence at the Northeast corner of the NE 1/4 of Section 3, Township 54 South, Range 39 East, Miami-Dade County, Florida, run S 01°14'17" E along the East line of said Section 3, for a distance of 3021.20 feet to a point, thence run S 88° 45'43" W perpendicular to the previous course, for a distance of 120.00 feet to the **POINT OF BEGINNING,** thence run S 87°43'29" W , for a distance of 11.08 feet to a point; thence run S 00°35'00" E , for a distance of 605.83 feet to the point of intersection with a non tangent circular curve concave to the West, thence run Southwesterly along the arc of said circular curve to the right, having a radius of 494.19 feet, through a central angle of 09°09'54", for an arc distance of 79.05 feet, whose chord bears S03°06'19"W, to the point of intersection with a non tangent circular curve concave to the East; thence run Southeasterly along the arc of said circular curve to the left, having a radius of 208.00 feet, through a central angle of 06°37'34", for an arc distance of 24.06 feet, whose chord bears S04°22'53"W, to the point of intersection with a non tangent circular curve concave to the East;

thence run Southeasterly along the arc of said circular curve to the left, having a radius of 2084.00 feet, through a central angle of 03°34'03", for an arc distance of 129.76 feet, whose chord bears S 00°43'00" E to a point; thence run S 87°30'36" W, for a distance of 4.00 feet to the point of intersection with a non tangent circular curve concave to the East; thence run Southeasterly along the arc of said curve to the left, having a radius of 2088.00 feet, through a central

Parcel No.3: Continued....

angle of 03°45'43", for an arc distance of 137.10 feet, whose chord bears S 04°23'18" E, to the point of intersection with a non tangent circular curve concave to the East; thence run Southeasterly along the arc of said circular curve to the left, having a radius of 2146.83 feet, through a central angle of 00°51'14", for an arc distance of 32.00 feet, whose chord bears S 06°37'17" E, to a point; thence run S 06°43'11" E, for a distance of 55.48 feet to the point of intersection with the South line of said Tract 50; thence run N 89°49'53" E, along the said South line, for a distance of 15.68 feet to the point of intersection with the West line of the East 120.00 feet of said NE 1/4 of Section 3, Township 54 South, Range 39 East, Miami-Dade County, Florida; thence run N 01°14'17" W, along said West line of the said East 120.00 feet, for a distance of 1062.72 feet to the **POINT OF BEGINNING**, containing 20,207 square-feet or 0.464 acres more or less.

And

A portion of Tract 50, **EVERGLADES GARDENS SUBDIVISION**, according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Commence at the Northeast corner of the NE 1/4 of Section 3, Township 54 South, Range 39 East, Miami-Dade County, Florida, run S 01°14'17" E, along the East line of the said Section 3, for a distance of 4086.16 feet to the point of intersection with the Easterly extension of the South line of Tract 49 of said **EVERGLADES GARDENS SUBDIVISION,** thence run S 89°49'53" W, along the said Easterly extension of the South line and along the said South line, for a distance of 135.71 feet to the **POINT OF BEGINNING,** thence run N 06°43'11" W, for a distance of 55.48 feet to the point of intersection with a non

tangent circular curve concave to the West, thence run Northwesterly along the arc of said circular curve to the left, having a radius of 2146.83 feet, through a central angle of 00°51'14", for an arc distance of 32.00 feet, whose chord bears N 06°37'17" W, to a point; thence run S 89°43'12" W, for a distance of 28.98 feet to the point of intersection with a non tangent circular curve concave to the West; thence run Southeasterly along the arc of said circular curve to the right, having a radius of 2116.83 feet, through a central angle of 00°51'14", for an arc distance of 31.55 feet, whose chord bears S 06°37'17" E to a point; thence run S 06°43'11" E, for a distance of 55.88 feet to a point; thence run N 89°49'53" E, for a distance of 28.98 feet to the **POINT OF BEGINNING,** containing 2,518 square-feet or 0.057 acres more or less.

Parcel No.5: A portion of the South 312.30 feet of the North 381.68 feet of Tract 33, **EVERGLADES GARDENS SUBDIVISION,** according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of **Miami-Dade County, Florida,** being more particularly described as

Parcel No. 5: Continued....

follows: Commence at the Northeast corner of the NE 1/4 of Section 3, Township 54 South, Range 39 East, Miami-Dade County, Florida, run S 01°14'17" E along the East line of said Section 3, for a distance of 2708.84 feet to a point, thence run S 88°-45'43" W perpendicular to the previous course, for a distance of 120.00 feet to the **POINT OF BEGINNING,** said point being also the Northeast corner of the West 10.00 feet of the East 115.00 feet of the South 312.30 feet of the North 381.68 feet of said Tract 33; thence run S 87°43'29" W, along the North Line of said West 10.00 feet, for a distance of 10.00 to a point; thence run S 01°14'17" E, along the West line of said West 10.0 feet, for a distance of 218.04 feet to a point; thence run S00°35'00" E, for a distance of 94.34 feet to the point of intersection with the South line of the South 312.30 feet of the North 381.68 feet of said Tract 33; thence run N 87°43'29" E, along said South line, for a distance of 11.08 feet to the point of intersection with the East line of said West 10.00 feet; thence run N 01°14'17" W, along the said East line, for a distance of 312.35 feet to the point of intersection with the North line

of the South 312.30 feet of the North 381.68 feet of the said Tract 33; said point being also the **POINT OF BEGINNING.**

Parcel No.6: The West 10.00 feet of the East 115.00 feet of the South 138.80 feet of Tract 32, and the West 10.00 feet of the East 115.00 feet of the North 69.38 feet of Tract 33, **EVERGLADES GARDENS SUBDIVISION,** according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida.

Parcel No.7: The West 10.00 feet of the East 115.00 feet of Tract 32 of **EVERGLADES GARDENS SUBDIVISION,** according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida, LESS the North 312.30 feet thereof, AND LESS the South 138.80 feet thereof.

Parcel No.8: The West 10.00 feet of the East 115.00 feet of the North 312.30 feet of Tract 32, **EVERGLADES GARDENS SUBDIVISION,** according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida.

Parcel No.9: All that part of Tract 17 of **EVERGLADES GARDENS SUBDIVISION,** according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida, which lies within the West 10.00 feet of the East 130.00 feet of the NE 1/4 of

Parcel No. 9: Continued....

Section 3, Township 54 South, Range 39 East, Miami-Dade County, Florida, AND LESS the North 1569.60 feet thereof.

Parcel No.10: A portion of Tracts 16 and 17 of **EVERGLADES GARDENS SUBDIVISION,** according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida, which lies within the West 10.00 feet of the East 130.00 feet of the South 321.68

feet of the North 1569.60 feet of the NE 1/4 of Section 3, Township 54 South, Range 39 East, Miami-Dade County, Florida.

Parcel No.11: A portion of Tract 16 of **EVERGLADES GARDENS SUBDIVISION**, according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida, which lies within the West 10.00 feet of the East 130.00 feet of the North 1247.92 feet of the NE 1/4 of Section 3, Township 54 South, Range 39 East, Miami-Dade County, Florida, LESS the North 847.92 feet thereof.

Parcel No.12: A portion of Tracts 1 and 16 of **EVERGLADES GARDENS SUBDIVISION**, according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida, which lies within the West 10.00 feet of the East 130.00 feet of the South 200.00 feet of the North 847.92 feet of the NE 1/4 of Section 3, Township 54 South, Range 39 East, Miami-Dade County, Florida.

Parcel No.13: A portion of Tract 1, **EVERGLADES GARDENS SUBDIVISION**, according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida, which lies within the West 10.00 feet of the East 130.00 feet of the South 200.00 feet of the North 647.92 feet of the NE 1/4 of Section 3, Township 54 South, Range 39 East, Maimi-Dade County, Florida.

Parcel No.14: A portion of Tract 1, **EVERGLADES GARDENS SUBDIVISION**, according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida, which lies within the West 10.00 feet of the East 130.00 feet of the South 141.00 feet of the North 447.92 feet of the NE 1/4 of Section 3, Township 54 South, Range 39 East, Miami-Dade County, Florida.

Parcel No.15: A portion of Tract 1, **EVERGLADES GARDENS SUBDIVISION**, according to the plat thereof recorded in Plat Book 8 at Page 14 of the

Parcel No. 15: Continued....

Public Records of Miami-Dade County, Florida, which lies within the West 10.00 feet of the East 130.00 feet of the South 141.92 feet of the North 306.92 feet of the NE 1/4 of Section 3, Township 54 South, Range 39 East, Miami-Dade County, Florida.

Parcel No.16: A portion of Tract 1 of **EVERGLADES GARDENS SUBDIVISION,** according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida, which lies within the West 10.00 feet of the East 130.00 feet of the North 165.00 feet of the NE 1/4 of Section 3, Township 54 South, Range 39 East, Miami-Dade County, Florida, LESS the North 15.00 feet thereof; also Known as the West 10.00 feet of the East 115.00 feet of the North 150.00 feet of Tract 1 of **EVERGLADES GARDENS SUBDIVISION,** according to the plat thereof recorded in Plat Book 8 at Page 14 of the Public Records of Miami-Dade County, Florida.

Parcel No.19: A portion of Goverment Lot 2 between Townships 53 and 54 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Government Lot 2; thence run N 89°41'30" E, along the North line of said Government Lot 2, for a distance of 35.01 feet to a point of intersection with the East line of the 35.00 feet Canal Right of Way as recorded in Official Records Book 9735 at Page 1226 of the Public Records of Miami-Dade County, Florida, said point also being the **POINT OF BEGINNING;** thence run S 01°00'39" W, along the East line of said 35.00 feet Canal Right of Way, for a distance of 90.36 feet to the point of intersection with a non tangent circular curve concave to the Southeast; thence run Northeasterly along the arc of said circular curve to the right, having a radius of 92.00 feet, through a central angle of 23°11'57", for an arc distance of 37.25 feet to a point; thence run N 86°37'20" E, for a distance of 31.51 feet to the point of intersection with the South line of the North 80.00 feet of said Government Lot 2; thence run N 89°41'30" E, along said South line of the North 80.00 feet of said Government Lot 2, for a distance of 32.25 feet to a point: thence run N 02°09'12" W, for a distance of 80.04 feet to the point of intersection with the North line of the said Government Lot 2; thence run S 89°41'30" W, along the said North line, for a distance of 95.03 feet to the **POINT OF BEGINNING,** containing 7,974 square-feet or 0.183 acres more or less.

EXHIBIT "B"
WEST 137TH AVENUE

Parcel No.20: A portion of Goverment Lot 2 between Townships 53 and 54 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Government Lot 2 ; thence run N 89°41'30" E, along the North line of said Government Lot 2, for a distance of 130.04 feet to the **POINT OF BEGINNING**; thence run S02°09'12" E, for a distance of 80.04 feet to the South line of the North 80.00 of said Government Lot 2; thence run N 89°41'30" E, along said South line of the North 80.00

Parcel No. 20: Continued....

feet of said Government Lot 2, for a distance of 170.05 feet to a point; thence run N 02°09'16" W, for a distance of 80.04 feet to the point of intersection with the North line of the said Government Lot 2; thence run S 89°41'30" W, along said North line, for a distance of 170.05 feet to the **POINT OF BEGINNING**, containing 13,604 square-feet or 0.312 acres more or less.

Parcel No.28: That portion of Tract A, **CENTRUM TRAILS SUBDIVISION**, according to the plat thereof as recorded in Plat Book 129, at Page 97, of the Public Records of Miami-Dade County, Florida, lying in the SE 1/4 of the SE 1/4 of Section 3, Township 54 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows: Commence at the Southeast corner of the SE 1/4 of said Section 3; thence run N 01°14'17" W, along the East line of said SE 1/4, for a distance of 901.41 feet to a point; thence run S 88°45'43" W, perpendicular to the previous course, for a distance of 88.98 feet to the point of intersection with the Westerly right of way line of S.W. 137 Avenue as recorded in Plat Book 129, at Page 97, of the Public Records of Miami-Dade County, Florida, said point also being the **POINT OF BEGINNING** of the parcel of land hereinafter to be described; thence run S 83°18'22'W, for a distance of 2.01 feet to the point of intersection with a non tangent circular curve concave to the East; thence run Northwesterly along the arc of said curve to the right, having a radius of 3863.51 feet, through a central angle of 0°20'27",for an arc distance of 22.98 feet,whose chord bears N 06°51'51" W, to the point of tangency; thence run N 07°02'05" W, for a distance of 45.99 feet to the point of curvature of a circular curve concave to the Southwest; thence run

Northwesterly along the arc of said curve to the left, having a radius of 29.53 feet, through a central angle of 74°41'34", for an arc distance of 38.50 feet, whose chord bears N 44°42'56" W to the point of intersection with the Southerly right of way line of State Road No. 90 (Tamiami Trail/U.S. 41) as shown on the Florida State Department of Transportation Right of Way Map for Section 87120-2102; thence run N 89°43'15"E along said Southerly right of way line, a distance of 6.81 feet to the point of curvature of a circular curve concave to the Southwest; thence run Southeasterly along said curve to the right, having a radius of 25.00 feet, through a central angle of 89°02'28", for an arc distance of 38.85 feet, whose chord bears S 45°45'31" E, to the point of reverse curvature with a circular curve concave to the East; thence run Southerly along the arc of said curve to the left having a radius of 1200.92 feet, through a central angle of 03°18'58", for an arc distance of 69.51 feet, whose chord bears S 02°53'47"E, to the **POINT OF BEGINNING**, containing 496 square feet or 0.011 acres more or less.

Exhibit "B"

MIAMI-DADE COUNTY

RIGHT OF WAY MAP

W 137TH AVENUE BETWEEN SW 8 STREET AND NW 12 STREET

COUNTY PROJECT NO. 662446

FEDERAL AID PROJECT NO.

SECTION 2 and SECTION 3, TOWNSHIP 54 SOUTH, RANGE 39 EAST, GOVERNMENT LOT 2 and GOVERNMENT LOT 3 between TOWNSHIP 53 SOUTH, RANGE 39 EAST, and TOWNSHIP 54 SOUTH, RANGE 39 EAST.

N

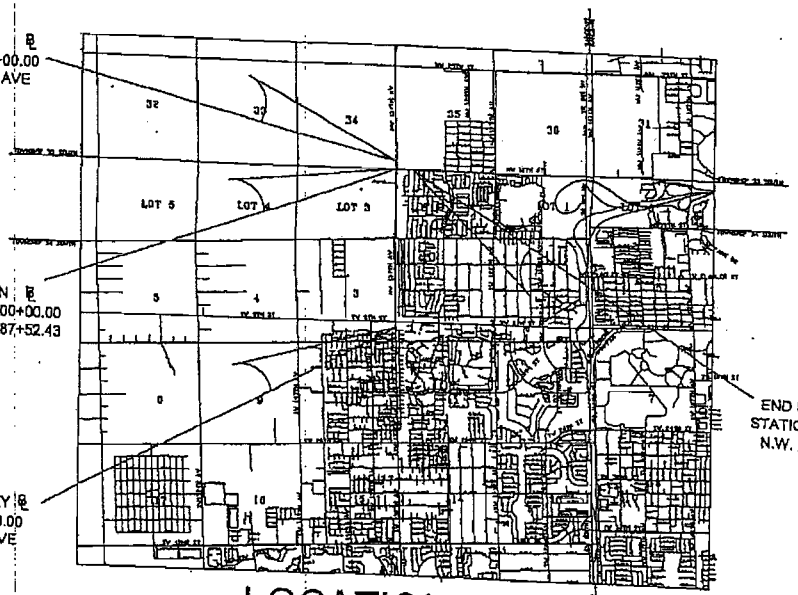
LEGEND:

EXTENDED ℄
STATION 90+00.00
N.W. 137TH AVE

P.I. STATION EQUATION ℄
N.W. 12TH ST STATION 100+00.00
N.W. 137TH AVE STATION 87+52.43

BEGIN SURVEY ℄
STATION 7+00.00
S.W. 137TH AVE

END SURVEY ℄
STATION 115+00.00
N.W. 12TH ST.



LOCATION MAP

NOT TO SCALE

REFERENCE:

GENERAL NOTES:

RIGHT OF WAY MAP

MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION

MIAMI-DADE

S.W. and N.W. 137th Avenue

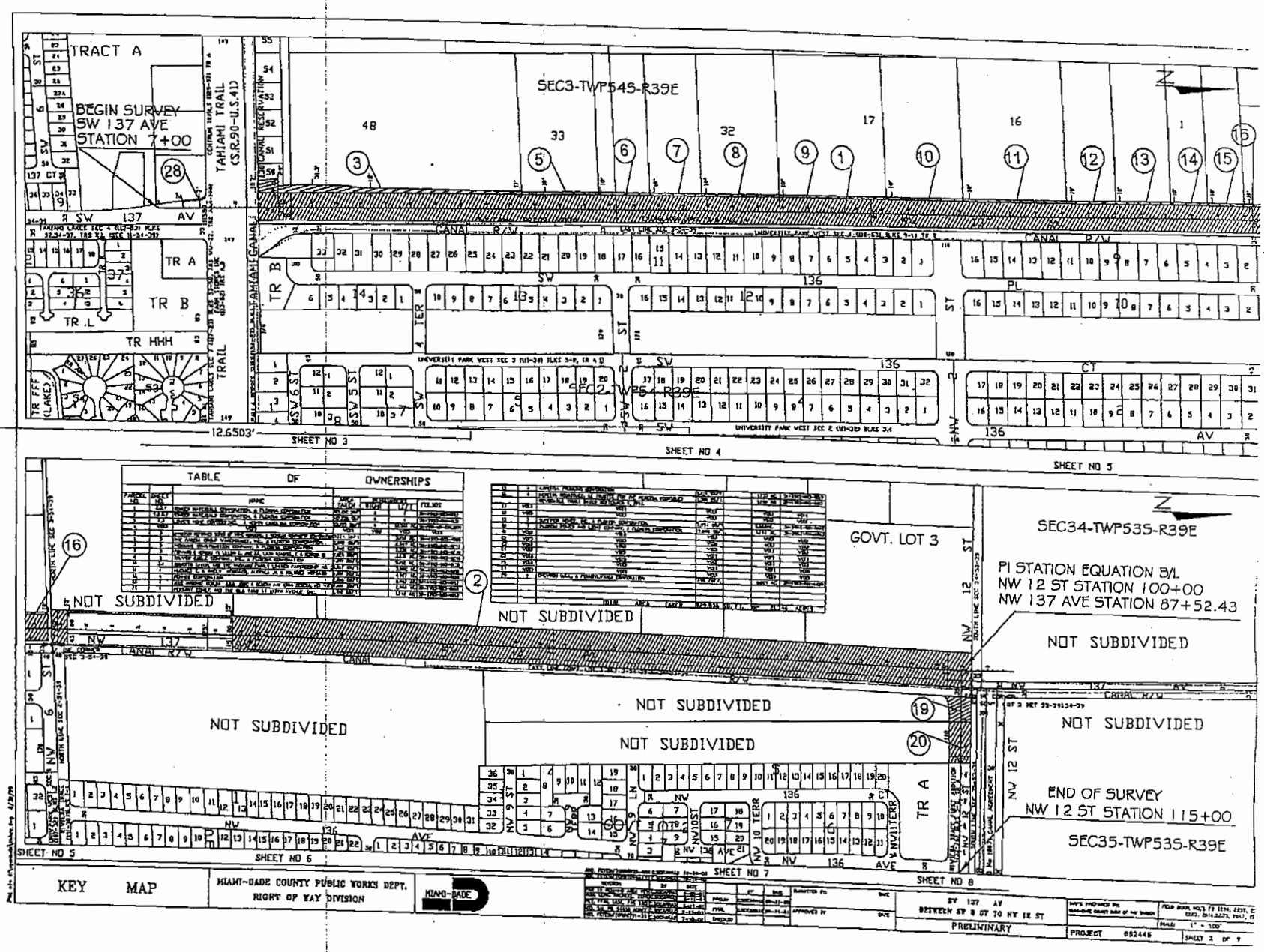
South of S.W. 8th Street to N.W. 12th Street

THIS MAP IS NOT A SURVEY

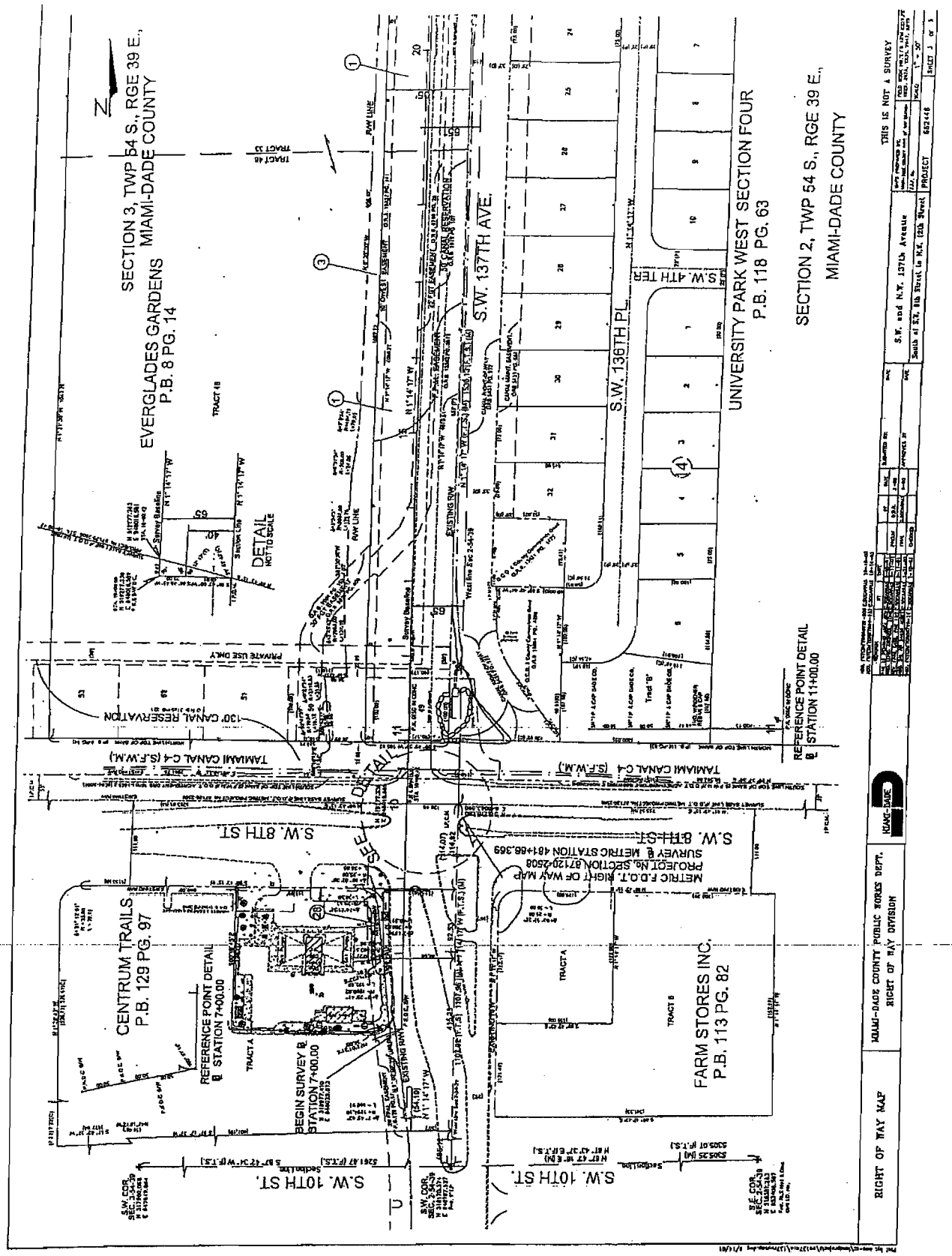
PROJECT 662446

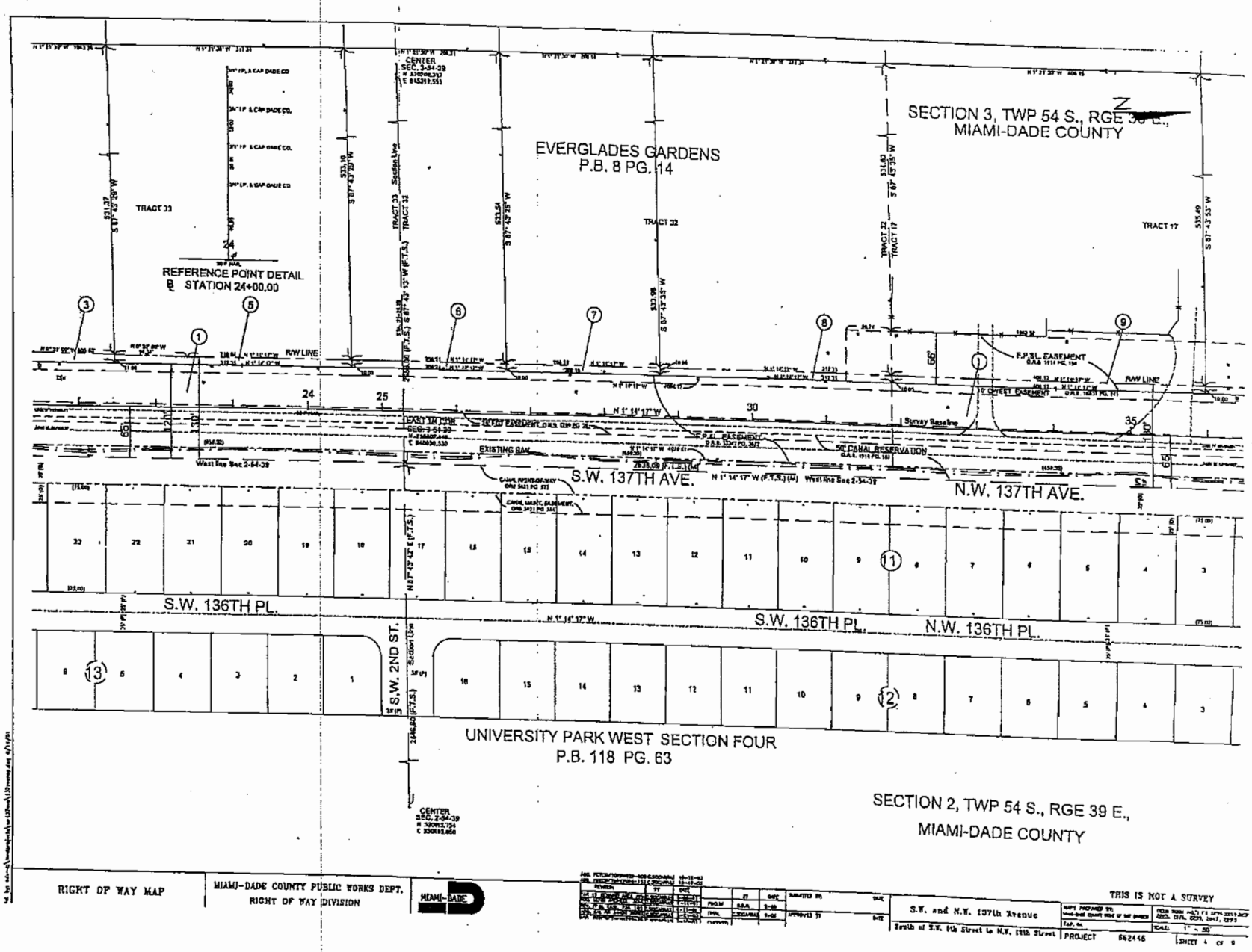
SHEET 1 OF 1

37


TRACT A
BEGIN SURVEY
SW 137 AVE
STATION 7+00
TAMIAMI TRAIL
(S.R.90-U.S.41)
SEC3-TWP54S-R39E
SEC2-TWP54-R39E
SEC34-TWP53S-R39E
SEC35-TWP53S-R39E
TR A
TR B
TR HHH
TR L
TR FFF (LAKE)
CANAL R/W
12.6503'
SHEET NO 3
SHEET NO 4
SHEET NO 5
SHEET NO 6
SHEET NO 7
SHEET NO 8
TABLE OF OWNERSHIPS
GOVT. LOT 3
NOT SUBDIVIDED
PI STATION EQUATION B/L
NW 12 ST STATION 100+00
NW 137 AVE STATION 87+52.43
END OF SURVEY
NW 12 ST STATION 115+00
KEY MAP
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
MIAMI-DADE
SW 137 AV
BETWEEN SW 8 ST TO NW 12 ST
PRELIMINARY
PROJECT 652446
SHEET 2 OF 9

38


SECTION 3, TWP 54 S., RGE 39 E.,
MIAMI-DADE COUNTY
EVERGLADES GARDENS
P.B. 8 PG. 14
S.W. 137TH AVE.
S.W. 136TH PL
S.W. 4TH TER
UNIVERSITY PARK WEST SECTION FOUR
P.B. 118 PG. 63
SECTION 2, TWP 54 S., RGE 39 E.,
MIAMI-DADE COUNTY
DETAIL
NOT TO SCALE
130' CANAL RESERVATION
TAMIAMI CANAL C-4 (S.F.W.M.)
REFERENCE POINT DETAIL
@ STATION 11+00.00
SEE DETAIL 11
S.W. 8TH ST.
METRIC F.D.O.T. RIGHT OF WAY MAP
PROJECT No. SECTION 87120-2508
SURVEY @ METRIC STATION 401+66.369
CENTRUM TRAILS
P.B. 129 PG. 97
REFERENCE POINT DETAIL
@ STATION 7+00.00
BEGIN SURVEY @
STATION 7+00.00
FARM STORES INC.
P.B. 113 PG. 82
S.W. 10TH ST.
TRACT A
TRACT B
RIGHT OF WAY MAP
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
THIS IS NOT A SURVEY



RIGHT OF WAY MAP

MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION

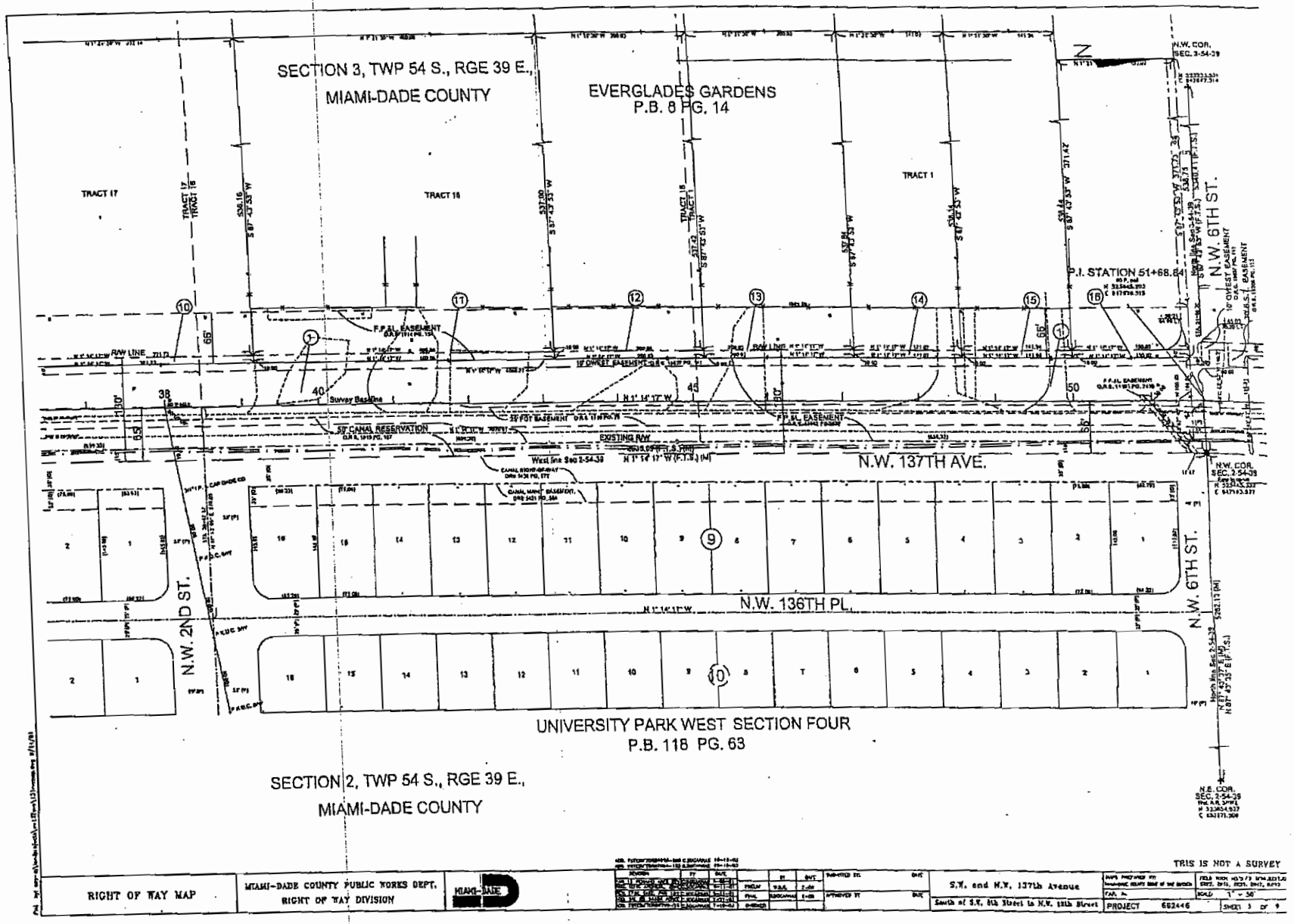
MIAMI-DADE

S.W. and N.W. 137th Avenue
South of S.W. 8th Street to N.W. 12th Street

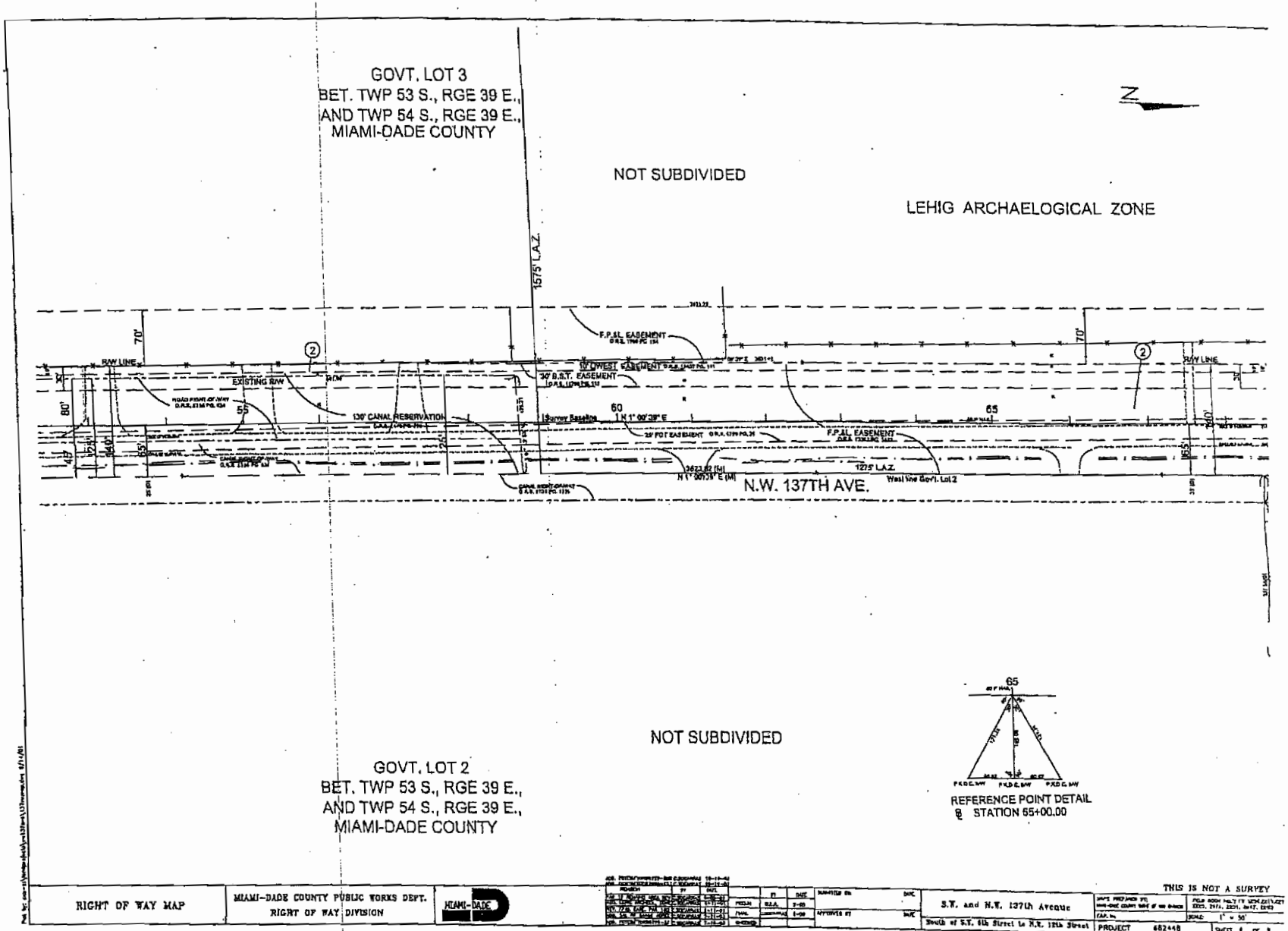
THIS IS NOT A SURVEY

PROJECT 562446

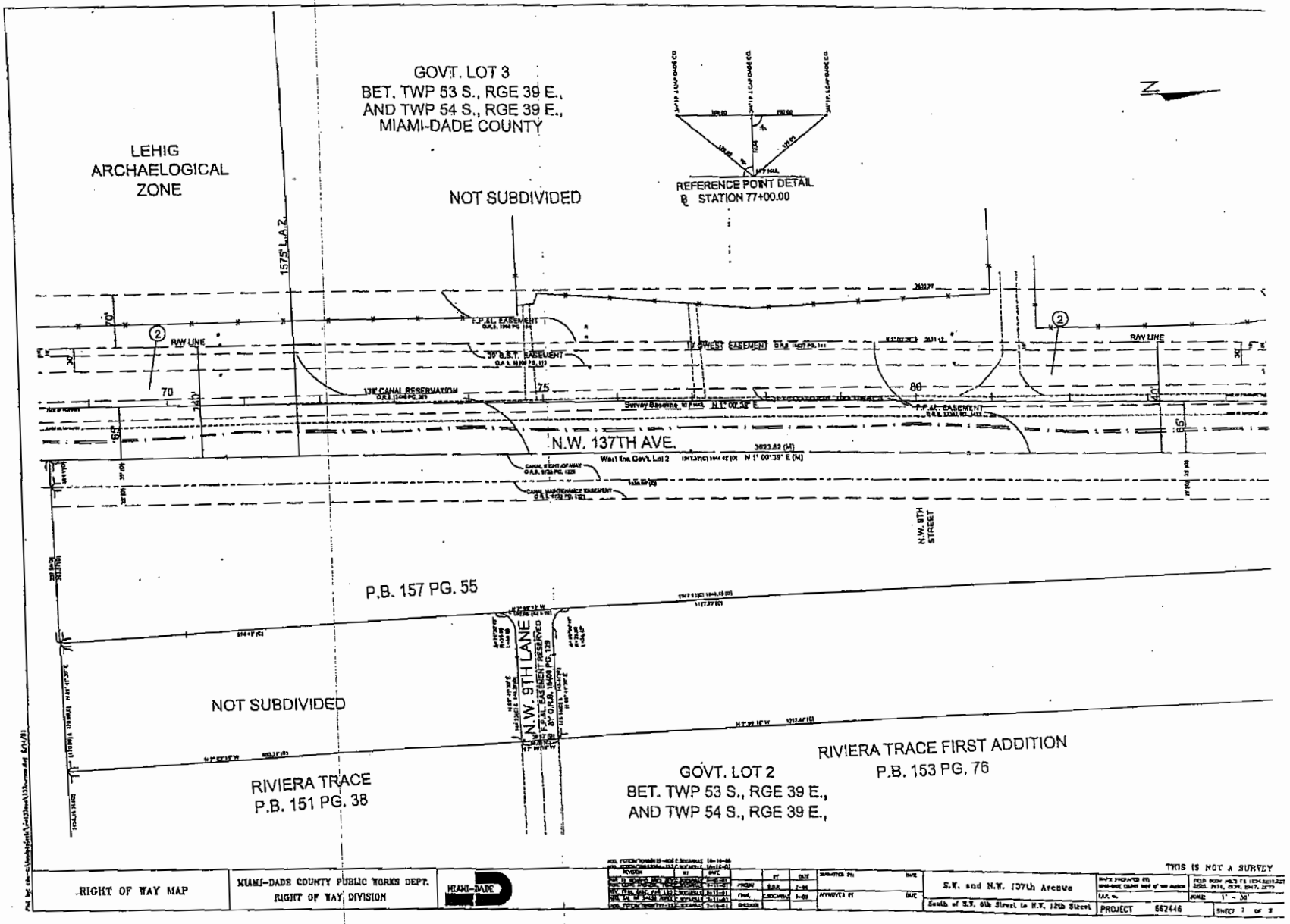
SHEET 4 OF 9


SECTION 3, TWP 54 S., RGE 39 E.,
MIAMI-DADE COUNTY
EVERGLADES GARDENS
P.B. 8 PG. 14
TRACT 17
TRACT 16
TRACT 1
P.I. STATION 51+68.84
N.W. 6TH ST.
N.W. 137TH AVE.
N.W. 136TH PL.
N.W. 2ND ST.
Survey Baseline
50' CANAL RESERVATION
EXISTING R/W
R/W LINE
F.P.&L. EASEMENT
10' OWEST EASEMENT
N.W. COR. SEC. 3-54-39
N.W. COR. SEC. 2-54-39
N.E. COR. SEC. 2-54-39
UNIVERSITY PARK WEST SECTION FOUR
P.B. 118 PG. 63
SECTION 2, TWP 54 S., RGE 39 E.,
MIAMI-DADE COUNTY
TRIS IS NOT A SURVEY
RIGHT OF WAY MAP
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
MIAMI-DADE
S.W. and N.W. 137th Avenue
South of S.W. 8th Street to N.W. 12th Street
PROJECT 602446
SHEET 3 OF 9

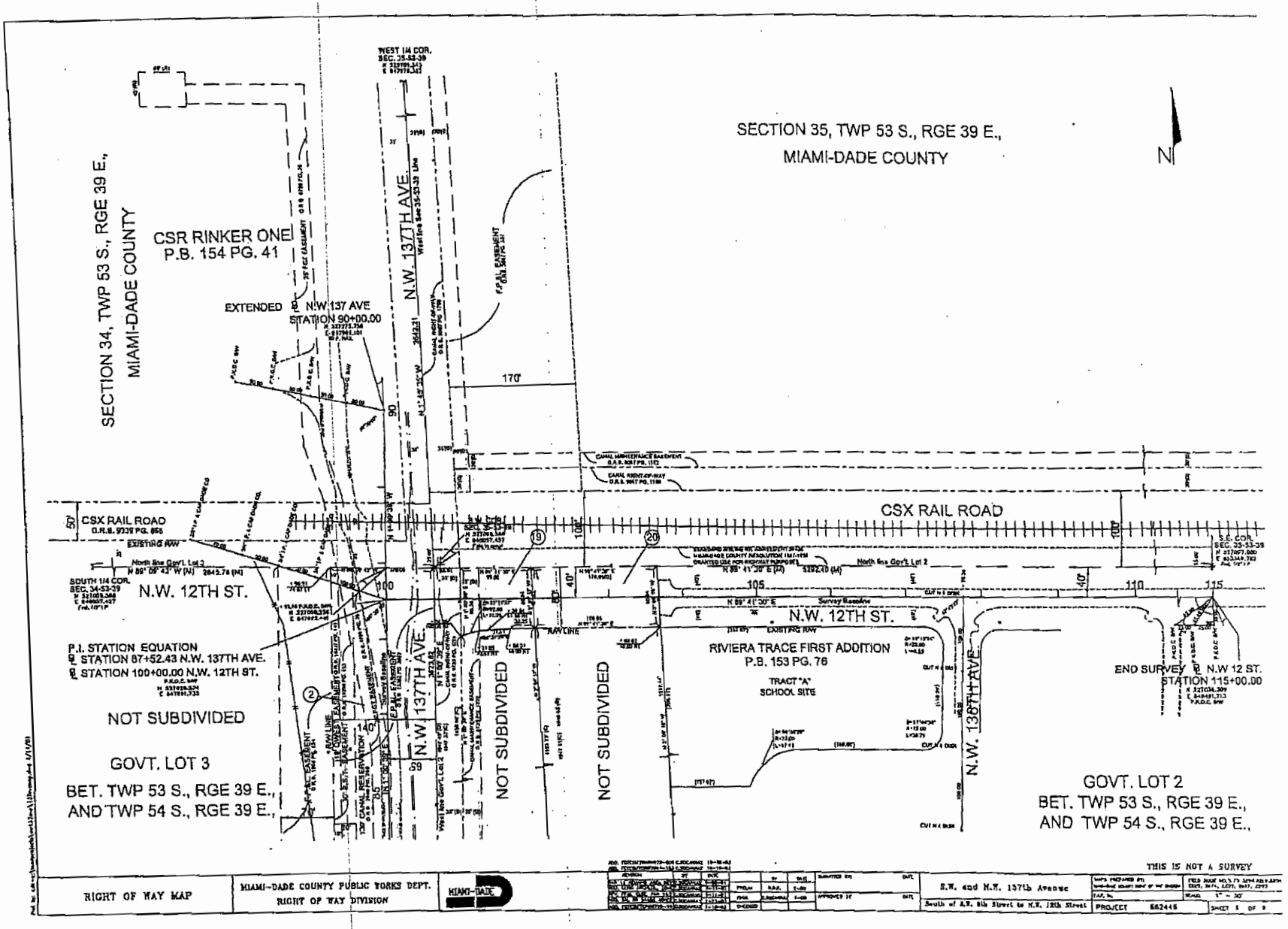
41


GOVT. LOT 3
BET. TWP 53 S., RGE 39 E.,
AND TWP 54 S., RGE 39 E.,
MIAMI-DADE COUNTY
NOT SUBDIVIDED
LEHIG ARCHAELOGICAL ZONE
1575' L.A.Z.
F.P.&L. EASEMENT
10' DWEST EASEMENT
30' B.S.T. EASEMENT
R/W LINE
EXISTING R/W
130' CANAL RESERVATION
Survey Baseline
N 1° 00'39" E
25' FOT EASEMENT
1275' L.A.Z.
West line Govt. Lot 2
N.W. 137TH AVE.
NOT SUBDIVIDED
GOVT. LOT 2
BET. TWP 53 S., RGE 39 E.,
AND TWP 54 S., RGE 39 E.,
MIAMI-DADE COUNTY
REFERENCE POINT DETAIL
℄ STATION 65+00.00
RIGHT OF WAY MAP
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
MIAMI-DADE
S.W. and N.W. 137th Avenue
South of S.W. 6th Street to N.W. 12th Street
THIS IS NOT A SURVEY
PROJECT 682448

42


GOVT. LOT 3
BET. TWP 53 S., RGE 39 E.,
AND TWP 54 S., RGE 39 E.,
MIAMI-DADE COUNTY
LEHIG
ARCHAELOGICAL
ZONE
NOT SUBDIVIDED
REFERENCE POINT DETAIL
℄ STATION 77+00.00
1575' L.A.Z.
R/W LINE
F.P.&L. EASEMENT
30' B.S.T. EASEMENT
138' CANAL RESERVATION
Survey Baseline
N.W. 137TH AVE.
West line Gov't. Lot 2
N.W. 8TH STREET
P.B. 157 PG. 55
N.W. 9TH LANE
F.P.&L. EASEMENT RESERVED BY O.R.B. 15400 PG. 129
NOT SUBDIVIDED
RIVIERA TRACE
P.B. 151 PG. 38
GOVT. LOT 2
BET. TWP 53 S., RGE 39 E.,
AND TWP 54 S., RGE 39 E.,
RIVIERA TRACE FIRST ADDITION
P.B. 153 PG. 76
RIGHT OF WAY MAP
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
MIAMI-DADE
THIS IS NOT A SURVEY
S.W. and N.W. 137th Avenue
South of S.W. 8th Street to N.W. 12th Street
PROJECT 662446
SCALE 1" = 30'

43


SECTION 35, TWP 53 S., RGE 39 E.,
MIAMI-DADE COUNTY
N
SECTION 34, TWP 53 S., RGE 39 E.,
MIAMI-DADE COUNTY
CSR RINKER ONE
P.B. 154 PG. 41
EXTENDED ℄ N.W 137 AVE
STATION 90+00.00
N.W. 137TH AVE.
CSX RAIL ROAD
CSX RAIL ROAD
N.W. 12TH ST.
N.W. 12TH ST.
P.I. STATION EQUATION
℄ STATION 87+52.43 N.W. 137TH AVE.
℄ STATION 100+00.00 N.W. 12TH ST.
NOT SUBDIVIDED
GOVT. LOT 3
BET. TWP 53 S., RGE 39 E.,
AND TWP 54 S., RGE 39 E.,
N.W. 137TH AVE.
NOT SUBDIVIDED
NOT SUBDIVIDED
RIVIERA TRACE FIRST ADDITION
P.B. 153 PG. 76
TRACT "A"
SCHOOL SITE
N.W. 138TH AVE.
END SURVEY ℄ N.W 12 ST.
STATION 115+00.00
GOVT. LOT 2
BET. TWP 53 S., RGE 39 E.,
AND TWP 54 S., RGE 39 E.,
THIS IS NOT A SURVEY
RIGHT OF WAY MAP
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
MIAMI-DADE
S.W. and N.W. 137th Avenue
South of S.W. 8th Street to N.W. 12th Street
PROJECT 662445

44

Exhibit "C"

This instrument prepared by and after recording return to:
Deborah M. Edwards, Esq.,
Edwards & Carstarphen
4960 SW 72 Avenue, Suite 301
Miami, Florida 33155
(305) 669 3049 Ext 221

TEMPORARY ACCESS, TEMPORARY CONSTRUCTION AND PERPETUAL DRAINAGE EASEMENT

THIS TEMPORARY ACCESS, TEMPORARY CONSTRUCTION DRAINAGE AND PERPETUAL DRAINAGE EASEMENT is made this 12th day of July, 2004, by **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the **"County or "Grantor"**), whose mailing address is 111 NW 1st Street, Miami, Florida 33128, in favor of **MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY**, a body politic and corporate, a public instrumentality, and agency of the State of Florida pursuant to Florida Statutes, Chapter 348, Part 1, as amended (hereinafter referred to as **"MDX" or "Grantee"**), whose mailing address is 3790 Northwest 21 Street, Miami, Florida, 33142

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS ($10.00) and other good, adequate and valuable consideration in hand paid by the Grantee to the Grantor, the adequacy and receipt of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, a non-exclusive temporary access, temporary construction and drainage easement (collectively the "Easement") with respect to the real property located in Miami-Dade County, Florida described in Schedule "1" attached hereto and incorporated herein by reference (the "Easement Parcel") for the purposes of constructing a roadway within that portion of the Easement Parcel known as SW/NW 137 Avenue ("the "Roadway") owned by the County, for accessing the Easement Parcel, and for constructing necessary drainage facilities within the Easement Parcel ("Drainage Facilities").

This Easement is given for any and all purposes deemed by Grantee to be necessary, requisite, convenient, appropriate or incident to, or in connection with, the construction of the Roadway and necessary drainage facilities on, through and under the Easement Parcel, including but not limited to, the right to construct, and access the Roadway within such Easement Parcel. This shall include, but not be limited to, the excavation of the Easement Parcel to facilitate the construction of the Roadway, the construction of drainage facilities and any and all necessary or useful appurtenances thereto which shall be enclosed and located beneath the surface of the Easement Parcel.

Grantee's right in and to the Easement Parcel shall include reasonable unrestricted vehicular and pedestrian access, ingress and egress over, across and through the Easement Parcel, including, but not limited to the right to move, transport, and place equipment, materials and supplies, for

construction, operation or effectuation the Roadway, enhancements or green areas, and allied purposes, now or that may hereafter be constructed by Grantee.

Grantee shall comply with applicable laws, orders, regulations, ordinances, requirements, approvals, statutes, rules and permits pertaining to the construction of the Roadway and the use of the Easement Parcel for drainage and the installation of the Drainage Facilities, if applicable. The Grantee shall also comply with applicable laws, order, regulations, ordinances, requirements, approvals, statutes, rules and permits pertaining to the use of the Easement Parcel for the construction of the Roadway and all permits, if any, required from Grantor concerning the Roadway.

All terms, conditions, provisions and obligations of this Easement shall be covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Grantor has granted this Easement for the sole use of Grantee, its successors and/or assigns for the purposes set forth herein and Grantee is not authorized to grant any licenses, easements or any other property interests in the Easement Parcel to any other party.

The temporary access and construction easement shall terminate at such time as MDX completes the construction of the Roadway and the Roadway has been turned over by MDX to the Florida Department of Transportation or the County for operation and maintenance.

TO HAVE AND TO HOLD this Easement, together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining, to the use, benefit and behoof of the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, this Easement has been executed by the Grantor whose seal is affixed hereto, the day and year first above written.

Signed, sealed and delivered
in the presence of:

MIAMI-DADE COUNTY, FLORIDA

By: _____
Print Name: GEORGE M. BURGESS
Its: COUNTY MANAGER

Attest: _____
Secretary

COUNTY COMMISSIONERS DADE COUNTY FL. RIDA

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STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 12 day of July, 2004 by GEORGE BURGESS, as Deputy Mayor of MIAMI-DADE COUNTY, FLORIDA on behalf of the County. He/she [ ] is personally known to me, or [ ] has produced _____ as identification.

Sandra L Edelson
Notary Public
SANDRA L. EDELSON
Print Name
My Commission Expires: 6/13/2005

Sandra Lee Edelson
Commission # DD 032627
Expires June 13, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

P:MDX/MDX/EASEMENTS (10-08-03)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2004 by _____, as _____ of MIAMI-DADE COUNTY, FLORIDA on behalf of the County. He/she [ ] is personally known to me, or [ ] has produced _____ as identification.

_____
Notary Public

_____
Print Name

My Commission Expires: _____

MIAMI-DADE COUNTY

RIGHT OF WAY MAP

W 137TH AVENUE BETWEEN SW 8 STREET AND NW 12 STREET
COUNTY PROJECT NO. 662446
FEDERAL AID PROJECT NO.

SECTION 2 and SECTION 3, TOWNSHIP 54 SOUTH, RANGE 39 EAST,
GOVERNMENT LOT 2 and GOVERNMENT LOT 3 between TOWNSHIP 53 SOUTH,
RANGE 39 EAST, and TOWNSHIP 54 SOUTH, RANGE 39 EAST.

Exhibit "C"

Schedule "1"

N

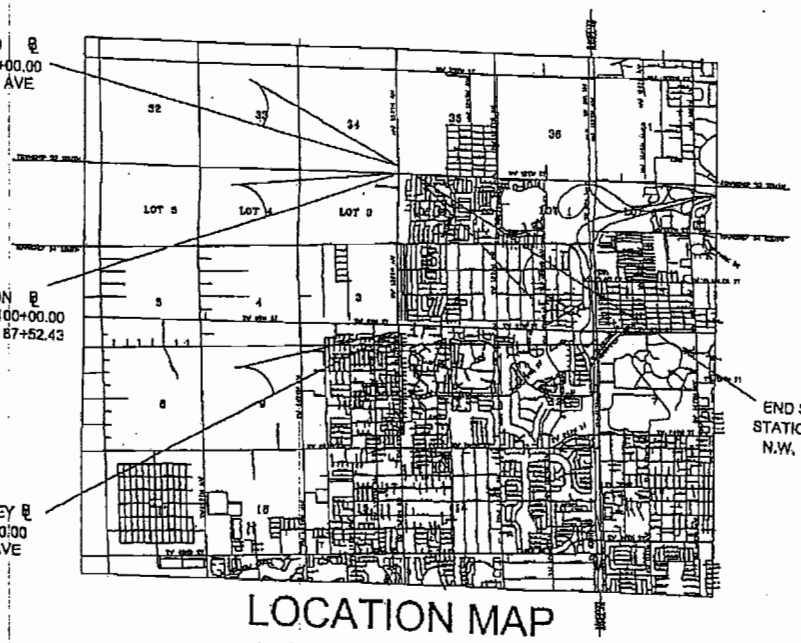
LEGEND:

EXTENDED ℄
STATION 90+00.00
N.W. 137TH AVE

P.I. STATION EQUATION ℄
N.W. 12TH ST STATION 100+00.00
N.W. 137TH AVE STATION 87+52.43

BEGIN SURVEY ℄
STATION 7+00.00
S.W. 137TH AVE

END SURVEY ℄
STATION 115+00.00
N.W. 12TH ST.



LOCATION MAP
NOT TO SCALE

REFERENCE:

GENERAL NOTES:

RIGHT OF WAY MAP | MIAMI-DADE COUNTY PUBLIC WORKS DEPT, RIGHT OF WAY DIVISION | MIAMI-DADE

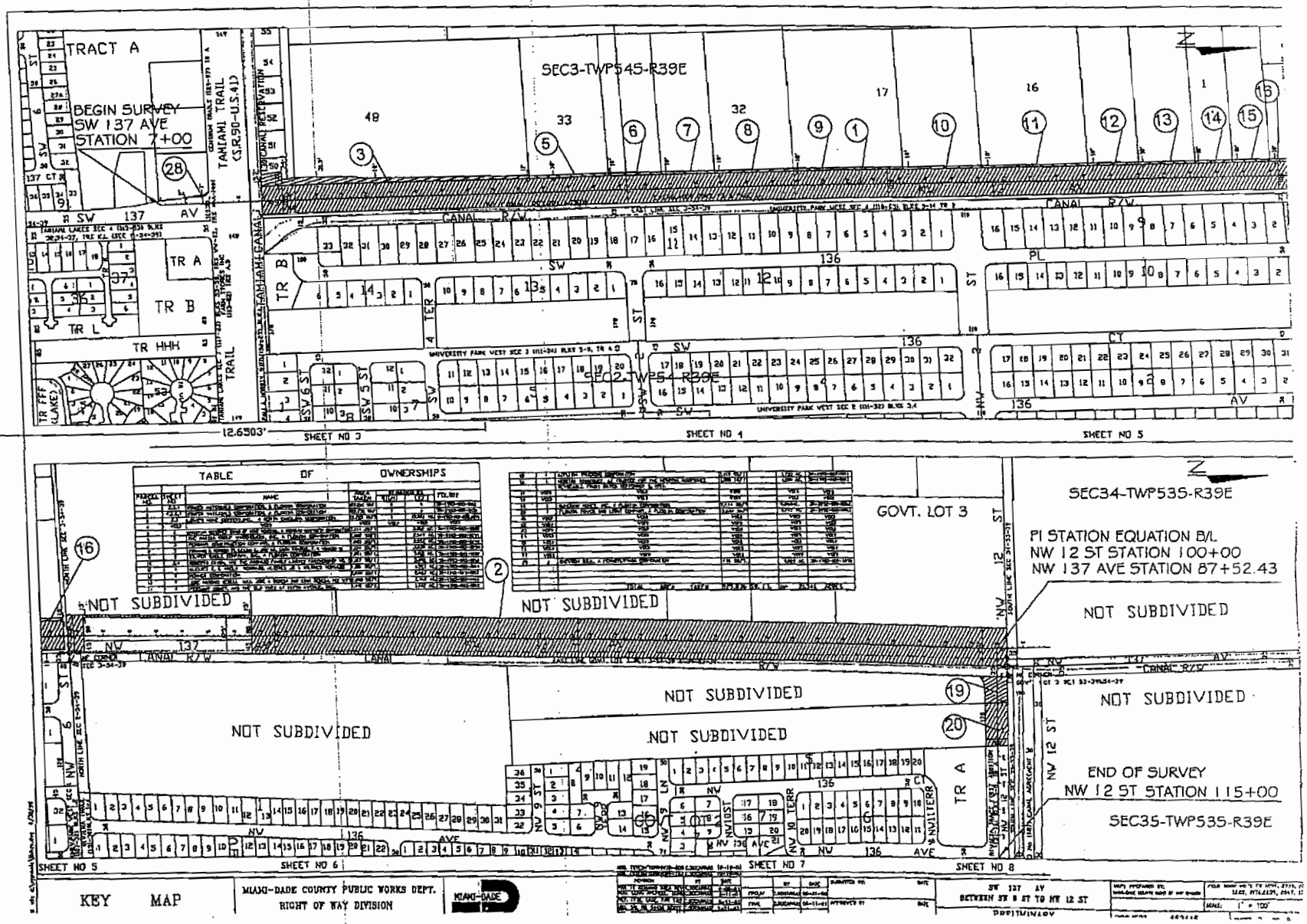
S.W. and N.W. 137th Avenue
South of S.W. 8th Street to N.W. 12th Street

THIS MAP IS NOT A SURVEY

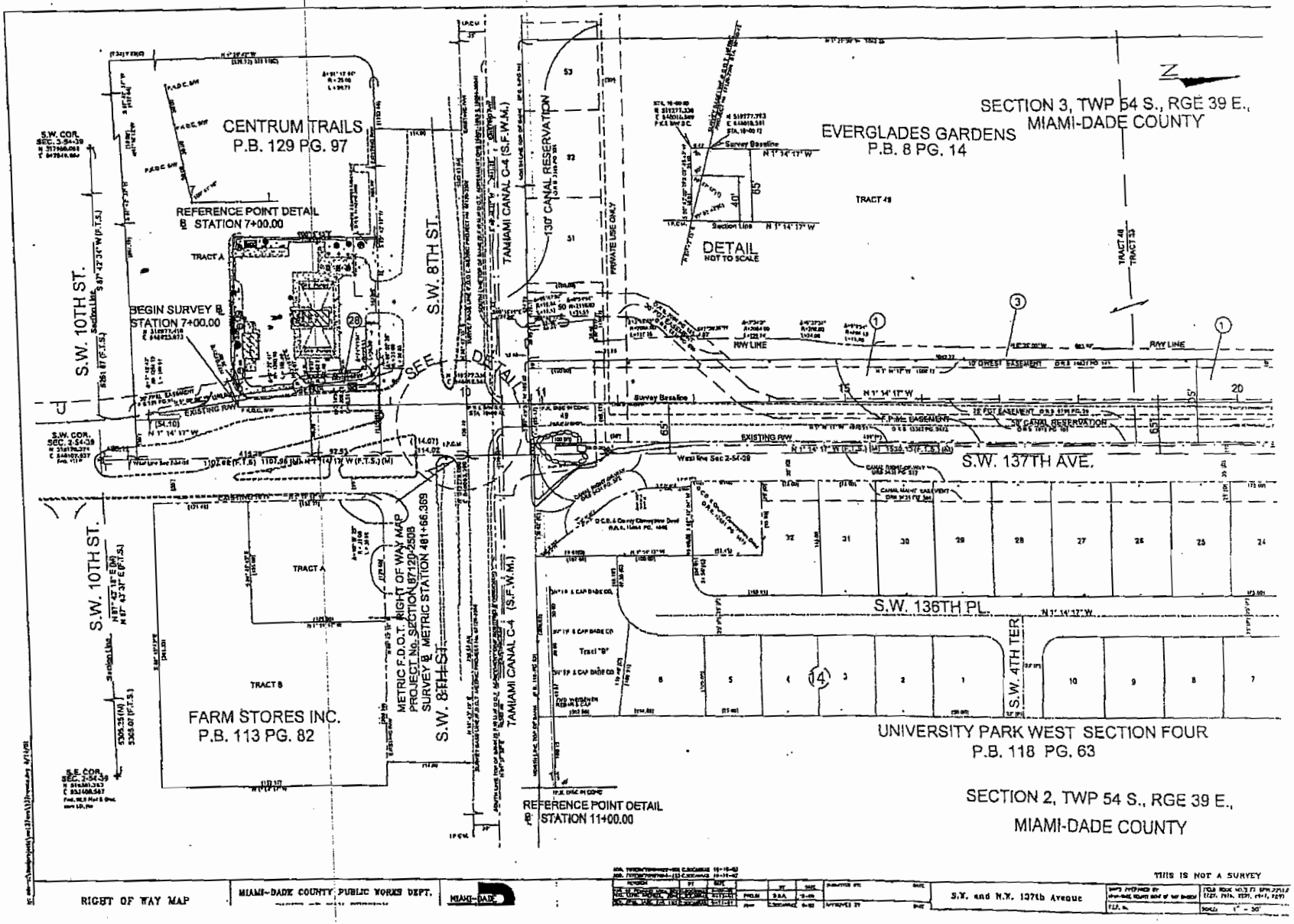
PROJECT 662446

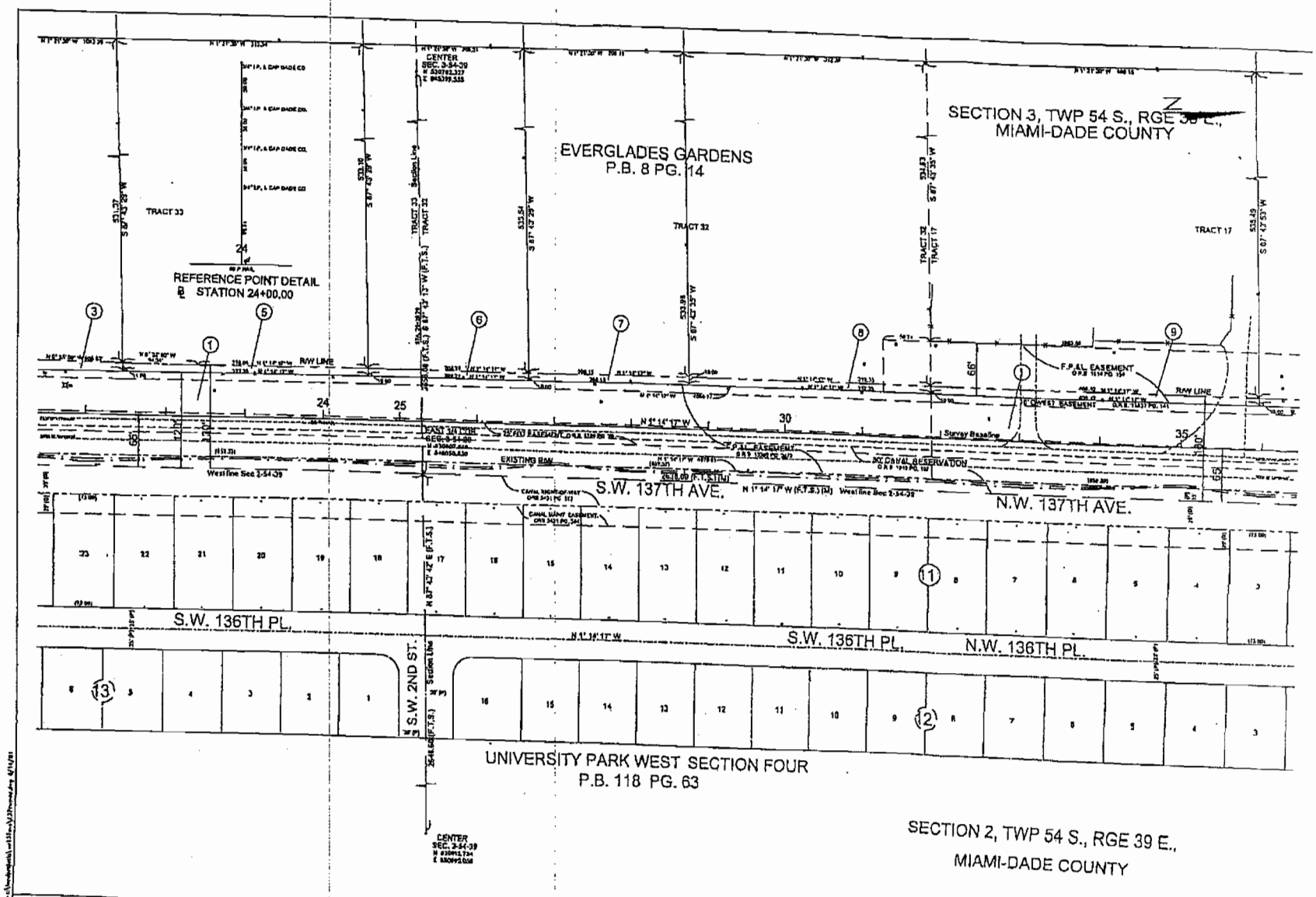
SCALE 1" = 50'

SHEET 1 OF 9

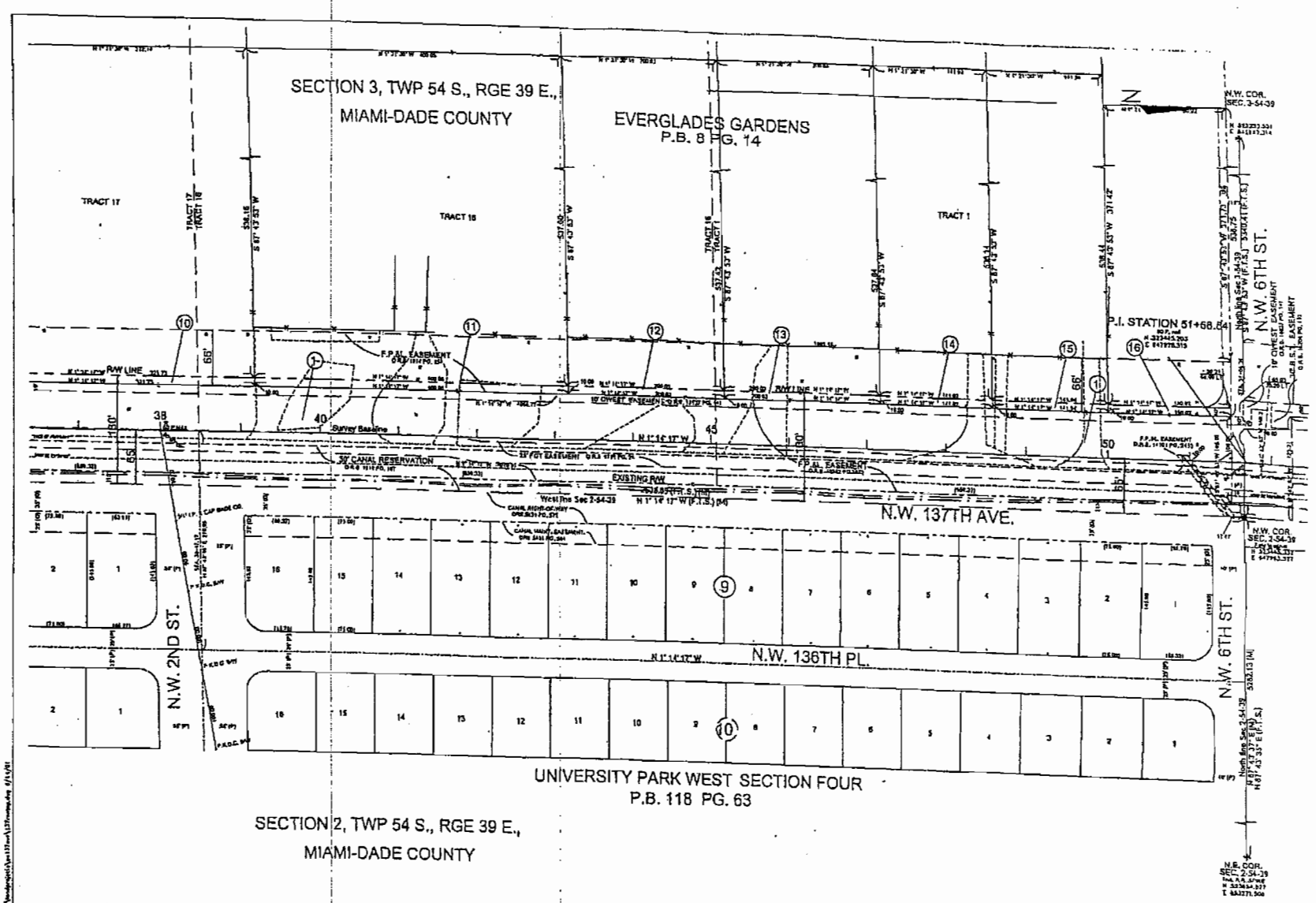

TRACT A
BEGIN SURVEY
SW 137 AVE
STATION 7+00
TAMIAMI TRAIL
(S.R.90-U.S.41)
SEC3-TWP545-R39E
SEC2-TWP54-R39E
SEC34-TWP535-R39E
SEC35-TWP535-R39E
GOVT. LOT 3
PI STATION EQUATION B/L
NW 12 ST STATION 100+00
NW 137 AVE STATION 87+52.43
END OF SURVEY
NW 12 ST STATION 115+00
TABLE OF OWNERSHIPS
NOT SUBDIVIDED
SHEET NO 3
SHEET NO 4
SHEET NO 5
SHEET NO 6
SHEET NO 7
SHEET NO 8
KEY MAP
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
SW 137 AV
BETWEEN SW 8 ST TO NW 12 ST
PRELIMINARY

52


CENTRUM TRAILS
P.B. 129 PG. 97
EVERGLADES GARDENS
P.B. 8 PG. 14
SECTION 3, TWP 54 S., RGE 39 E.,
MIAMI-DADE COUNTY
REFERENCE POINT DETAIL
@ STATION 7+00.00
BEGIN SURVEY @
STATION 7+00.00
S.W. 10TH ST.
S.W. 8TH ST.
130' CANAL RESERVATION
TAMIAMI CANAL C-4 (S.F.W.M.)
PRIVATE USE ONLY
DETAIL
NOT TO SCALE
SEE DETAIL
S.W. 137TH AVE.
S.W. 136TH PL.
S.W. 4TH TER
FARM STORES INC.
P.B. 113 PG. 82
METRIC F.D.O.T. RIGHT OF WAY MAP
PROJECT No. SECTION 87120-2508
SURVEY @ METRIC STATION 481+66.369
REFERENCE POINT DETAIL
@ STATION 11+00.00
UNIVERSITY PARK WEST SECTION FOUR
P.B. 118 PG. 63
SECTION 2, TWP 54 S., RGE 39 E.,
MIAMI-DADE COUNTY
RIGHT OF WAY MAP
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
S.W. and N.W. 137th Avenue
THIS IS NOT A SURVEY

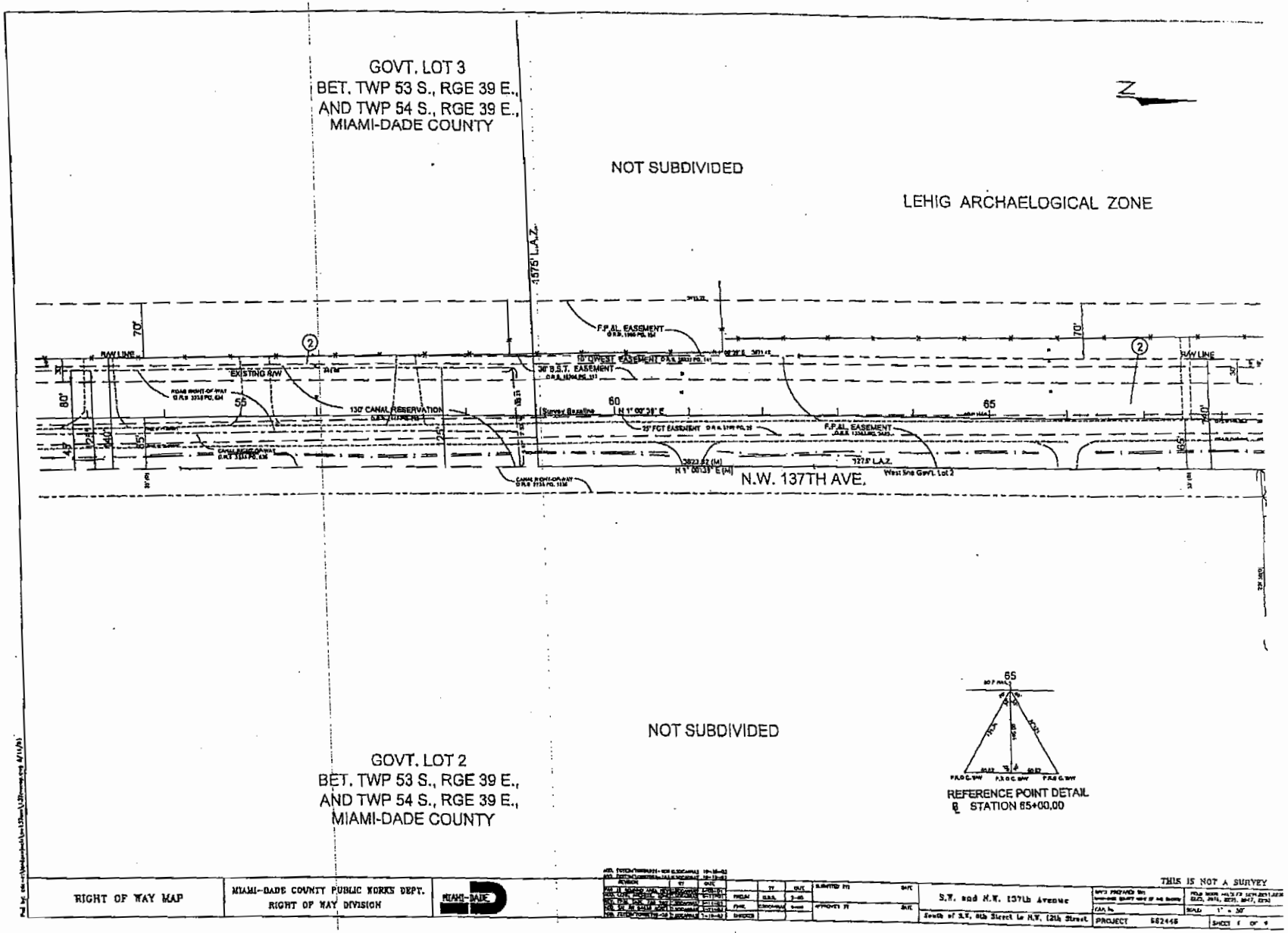

SECTION 3, TWP 54 S., RGE 39 E.,
MIAMI-DADE COUNTY
EVERGLADES GARDENS
P.B. 8 PG. 14
REFERENCE POINT DETAIL
℄ STATION 24+00.00
TRACT 33
TRACT 32
TRACT 17
R/W LINE
F.P.&L. EASEMENT
EXISTING R/W
S.W. 137TH AVE.
N.W. 137TH AVE.
S.W. 136TH PL.
N.W. 136TH PL.
S.W. 2ND ST.
UNIVERSITY PARK WEST SECTION FOUR
P.B. 118 PG. 63
SECTION 2, TWP 54 S., RGE 39 E.,
MIAMI-DADE COUNTY
RIGHT OF WAY MAP
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
MIAMI-DADE
S.W. and N.W. 137th Avenue
THIS IS NOT A SURVEY

52

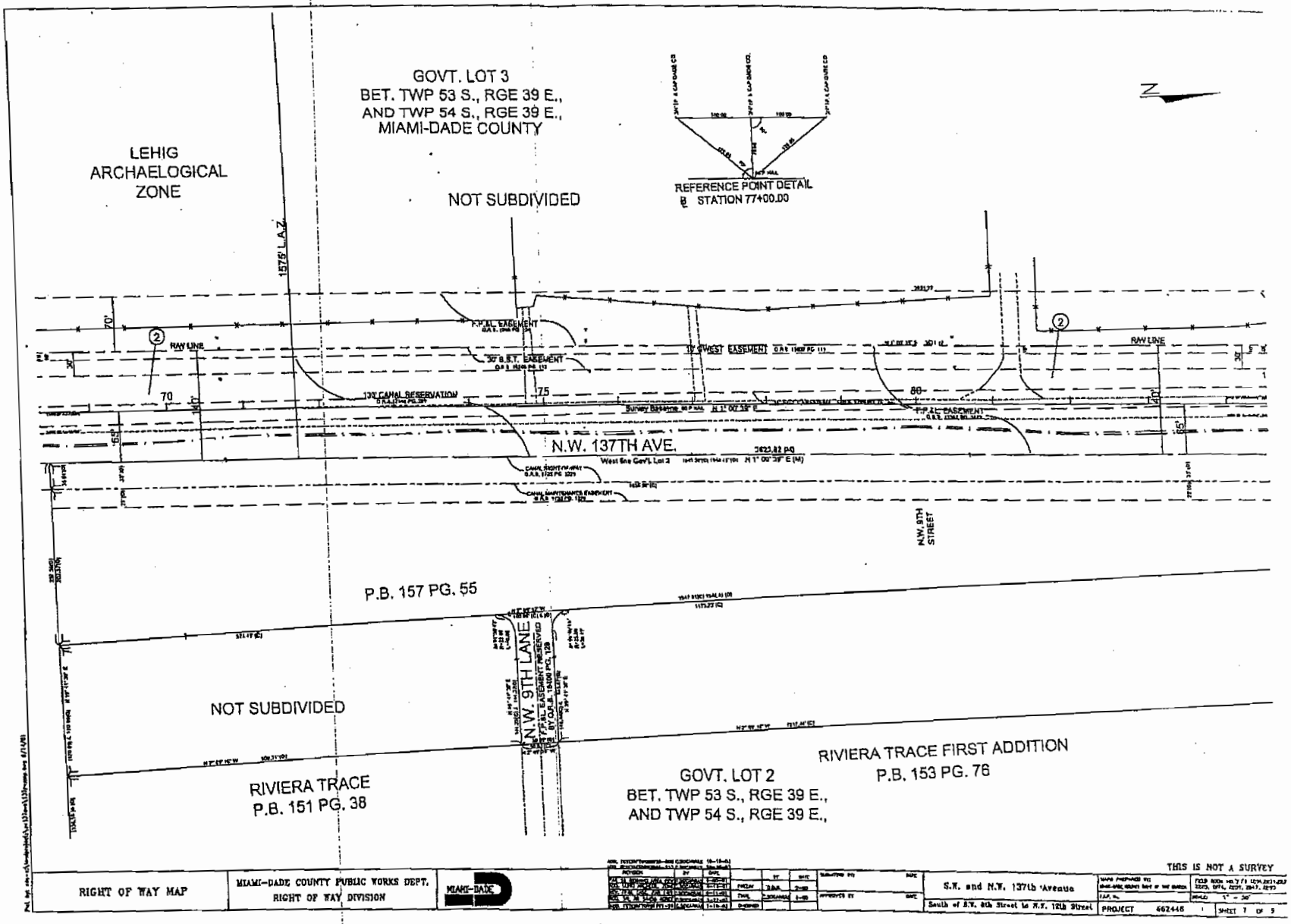


RIGHT OF WAY MAP	MIAMI-DADE COUNTY PUBLIC WORKS DEPT. RIGHT OF WAY DIVISION	MIAMI-DADE	S.W. and N.W. 137th Avenue	THIS IS NOT A SURVEY
			South of S.W. 8th Street to N.W. 12th Street	PROJECT 802146

53


GOVT. LOT 3
BET. TWP 53 S., RGE 39 E.,
AND TWP 54 S., RGE 39 E.,
MIAMI-DADE COUNTY
NOT SUBDIVIDED
LEHIG ARCHAELOGICAL ZONE
1575' L.A.Z.
F.P.&L. EASEMENT
10' OWEST EASEMENT
30' B.S.T. EASEMENT
EXISTING R/W
130' CANAL RESERVATION
Survey Baseline
N 1° 00' 39" E
25' FCT EASEMENT
F.P.&L. EASEMENT
1275' L.A.Z.
West line Govt. Lot 2
N.W. 137TH AVE.
R/W LINE
70'
80'
55
60
65
NOT SUBDIVIDED
GOVT. LOT 2
BET. TWP 53 S., RGE 39 E.,
AND TWP 54 S., RGE 39 E.,
MIAMI-DADE COUNTY
REFERENCE POINT DETAIL
℄ STATION 65+00.00
RIGHT OF WAY MAP
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION
MIAMI-DADE
S.W. and N.W. 137th Avenue
South of S.W. 8th Street to N.W. 12th Street
THIS IS NOT A SURVEY
PROJECT 662446
SCALE 1" = 30'

54



RIGHT OF WAY MAP

MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
RIGHT OF WAY DIVISION

MIAMI-DADE

S.W. and N.W. 137th Avenue
South of S.W. 8th Street to N.W. 12th Street

THIS IS NOT A SURVEY

PROJECT 662446

SHEET 7 OF 9

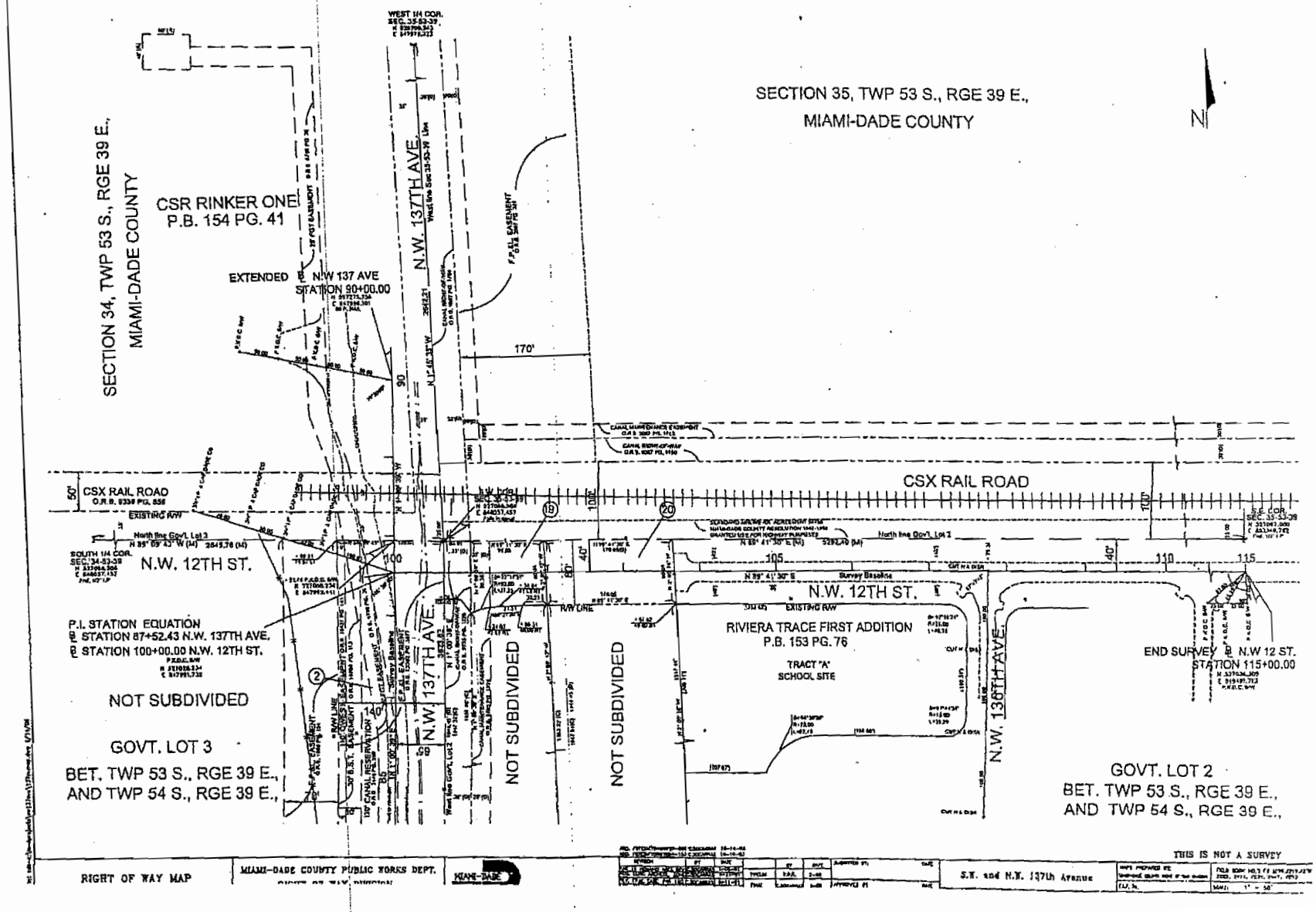
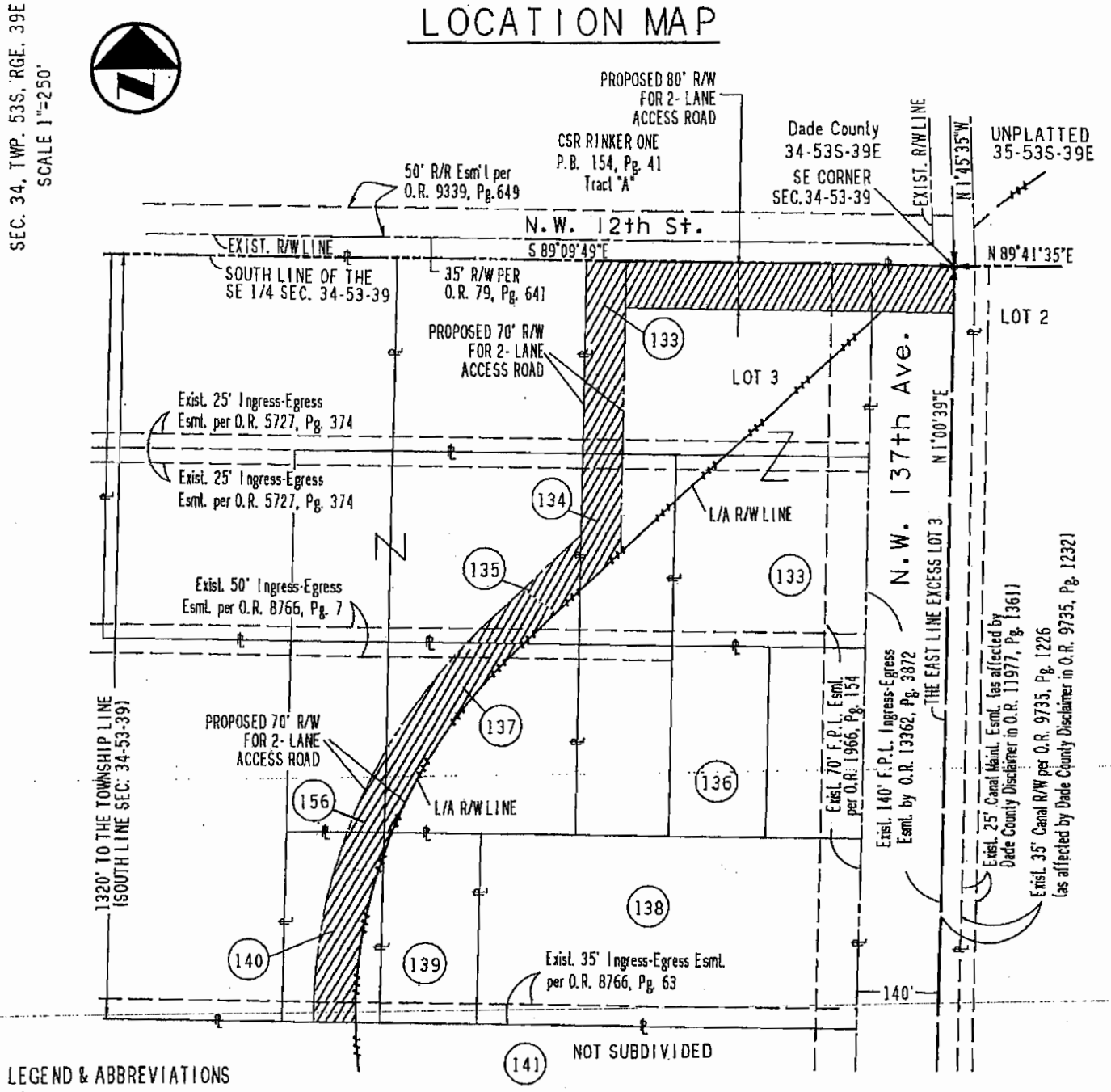

SECTION 35, TWP 53 S., RGE 39 E.,
MIAMI-DADE COUNTY
SECTION 34, TWP 53 S., RGE 39 E.,
MIAMI-DADE COUNTY
CSR RINKER ONE
P.B. 154 PG. 41
EXTENDED N.W 137 AVE
STATION 90+00.00
N.W. 137TH AVE.
170'
CSX RAIL ROAD
CSX RAIL ROAD
EXISTING R/W
N.W. 12TH ST.
N.W. 12TH ST.
P.I. STATION EQUATION
@ STATION 87+52.43 N.W. 137TH AVE.
@ STATION 100+00.00 N.W. 12TH ST.
NOT SUBDIVIDED
GOVT. LOT 3
BET. TWP 53 S., RGE 39 E.,
AND TWP 54 S., RGE 39 E.,
N.W. 137TH AVE.
NOT SUBDIVIDED
NOT SUBDIVIDED
RIVIERA TRACE FIRST ADDITION
P.B. 153 PG. 76
TRACT "A"
SCHOOL SITE
N.W. 136TH AVE.
END SURVEY @ N.W 12 ST.
STATION 115+00.00
GOVT. LOT 2
BET. TWP 53 S., RGE 39 E.,
AND TWP 54 S., RGE 39 E.,
RIGHT OF WAY MAP
MIAMI-DADE COUNTY PUBLIC WORKS DEPT.
S.W. and N.W. 137th Avenue
THIS IS NOT A SURVEY

EXHIBIT D

LOCATION MAP



LEGEND & ABBREVIATIONS

℄ - PROPERTY LINE
L/A - LIMITED ACCESS
R/W - RIGHT OF WAY
○— - PARCEL NUMBER
EXIST. - EXISTING
ESMT. - EASEMENT

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

FLORIDA STATE ROAD No. 836, MIAMI-DADE COUNTY.	PERIMETER ACCESS ROAD NW 12th ST. TO NW 9th ST.

DATE: 10/16/03	SCALE: 1"= 250'	DRAWN: Z.C	CALCULATED:	CHECKED:

MIAMI-DADE EXPRESSWAY AUTHORITY

TRANSPORTATION DADE CONSULTANTS A JOINT VENTURE

PBSJ
2001 N.W. 107th AVE.
MIAMI, FL 33172-2507
(305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

REVISIONS	BY	DATE

THIS DOCUMENT CONSISTS OF 1 SHEET AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

THIS IS NOT A SURVEY

SHEET 1 OF 1

Exhibit "E"

This instrument prepared by
and after recording return to:
Deborah M. Edwards, Esq.,
Edwards & Carstarphen
4960 SW 72 Avenue, Suite 301
Miami, Florida 33155
(305) 669 3049 Ext 221

TEMPORARY ACCESS, TEMPORARY CONSTRUCTION AND PERPETUAL DRAINAGE EASEMENT

THIS TEMPORARY ACCESS, TEMPORARY CONSTRUCTION AND PERPETUAL DRAINAGE EASEMENT is made this 12th day of July, 2004, by **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 111 NW 1st Street, Miami Florida 33128, (hereinafter referred to as the **"County or "Grantor"**), in favor of **MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, a public instrumentality and an agency of the State of Florida (hereinafter referred to as "MDX"or "Grantee"**), whose mailing address is 3790 Northwest 21st Street, Miami, Florida, 33142.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS ($10.00) and other good, adequate and valuable consideration in hand paid by the Grantee to the Grantor, the adequacy and receipt of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, a non-exclusive temporary access, temporary construction and perpetual drainage easement (collectively the "Easement") with respect to the real property located in Miami-Dade County, Florida described in Schedule "1" attached hereto and incorporated herein by reference (the "Easement Parcel") for the purposes of constructing a roadway within that portion of the Easement Parcel known as NW 13th Street and NW 127th Avenue ("the "Roadway") owned by the County, for accessing the Easement Parcel, and for constructing necessary drainage facilities within the Easement Parcel ("Drainage Facilities").

This Easement is given for any and all purposes deemed by Grantee to be necessary, requisite, convenient, appropriate or incident to, or in connection with, the construction of the Roadway and necessary drainage facilities on, through and under the Easement Parcel, including but not limited to, the right to construct, and access the Roadway within such Easement Parcel. This shall include, but not be limited to, the excavation of the Easement Parcel to facilitate the construction of the Roadway, the construction of drainage facilities and any and all necessary or useful appurtenances thereto which shall be enclosed and located beneath the surface of the Easement Parcel.

Grantee's right in and to the Easement Parcel shall include reasonable unrestricted vehicular and pedestrian access, ingress and egress over, across and through the Easement Parcel, including, but not limited to the right to move, transport, and place equipment, materials and supplies, for

construction, operation or effectuation the Roadway, enhancements or green areas, and allied purposes, now or that may hereafter be constructed by Grantee.

Grantee shall comply with applicable laws, orders, regulations, ordinances, requirements, approvals, statutes, rules and permits pertaining to the construction of the Roadway and the use of the Easement Parcel for drainage and the installation of the Drainage Facilities, if applicable. The Grantee shall also comply with applicable laws, order, regulations, ordinances, requirements, approvals, statutes, rules and permits pertaining to the use of the Easement Parcel for the construction, operation and maintenance of the Roadway and all permits, if any, required from Grantor concerning the Roadway.

All terms, conditions, provisions and obligations of this Easement shall be covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Grantor has granted this Easement for the sole use of Grantee, its successors and/or assigns for the purposes set forth herein and Grantee is not authorized to grant any licenses, easements or any other property interests in the Easement Parcel to any other party.

The temporary access and temporary construction easement shall terminate at such time as the Roadway is completely constructed and the Roadway has been turned over by MDX to the Florida Department of Transportation or the County for operation and maintenance.

TO HAVE AND TO HOLD this Easement, together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining, to the use, benefit and behoof of the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, this Easement has been executed by the Grantor whose seal is affixed hereto, the day and year first above written.

Signed, sealed and delivered
in the presence of:

MIAMI-DADE COUNTY, FLORIDA

By: _____
Print Name: GEORGE M. BURGESS
Its: COUNTY MANAGER

Attest: _____
Secretary

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

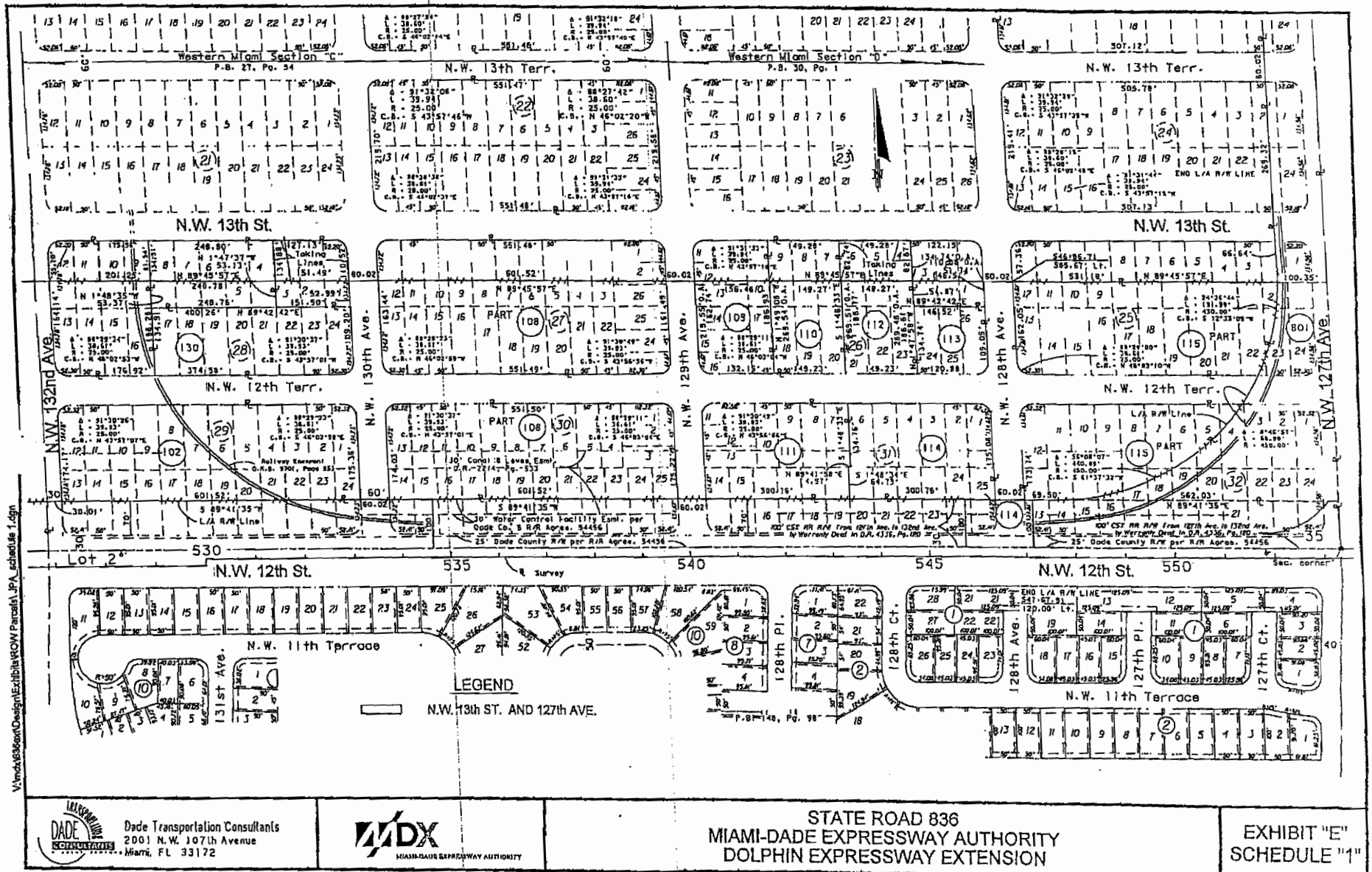
The foregoing instrument was acknowledged before me this 12 day of July, 2004 by GEORGE BURGESS, as County Manager of MIAMI-DADE COUNTY, FLORIDA on behalf of the County. He/she [ ] is personally known to me, or [ ] has produced _____ as identification.

Sandra L Edelson
Notary Public

SANDRA L. EDELSON
Print Name

Sandra Lee Edelson
Commission # DD 032627
Expires June 13, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

My Commission Expires: 6/13/2005



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Dade Transportation Consultants
2001 N.W. 107th Avenue
Miami, FL 33172

MIAMI-DADE EXPRESSWAY AUTHORITY

STATE ROAD 836
MIAMI-DADE EXPRESSWAY AUTHORITY
DOLPHIN EXPRESSWAY EXTENSION

EXHIBIT "E"
SCHEDULE "1"

Exhibit "F"

This instrument prepared by
and after recording return to:
Deborah M. Edwards, Esq.,
Edwards & Carstarphen
4960 SW 72 Avenue, Suite 301
Miami, Florida 33155
(305) 669 3049 Ext 221

TEMPORARY ACCESS, TEMPORARY CONSTRUCTION AND PERPETUAL DRAINAGE EASEMENT

THIS TEMPORARY ACCESS, TEMPORARY CONSTRUCTION AND PERPETUAL DRAINAGE EASEMENT is made this 12th day of July, 2004, by **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is 111 NW 1st Street/Miami, Florida 33128 (hereinafter referred to as the **"County or "Grantor"**), in favor of **MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, a public instrumentality and an agency of the State of Florida pursuant to Florida Statutes, Chapter 348, Part I, as amended (hereinafter referred to as "MDX"or "Grantee")**, whose mailing address is 3790 Northwest 21st Street, Miami, Florida, 33142.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS ($10.00) and other good, adequate and valuable consideration in hand paid by the Grantee to the Grantor, the adequacy and receipt of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, a non-exclusive temporary access, temporary construction and perpetual drainage easement (collectively the "Easement") with respect to the real property located in Miami-Dade County, Florida described in Schedule "1" attached hereto and incorporated herein by reference (the "Easement Parcel") for the purposes of constructing a roadway within that portion of the Easement Parcel known as NW 6th Street ("the "Roadway") owned by the County, for accessing the Easement Parcel, and for constructing necessary drainage facilities within the Easement Parcel ("Drainage Facilities").

This Easement is given for any and all purposes deemed by Grantee to be necessary, requisite, convenient, appropriate or incident to, or in connection with, the construction of the Roadway and necessary drainage facilities on, through and under the Easement Parcel, including but not limited to, the right to construct, and access the Roadway within such Easement Parcel. This shall include, but not be limited to, the excavation of the Easement Parcel to facilitate the construction of the Roadway, the laying of drainage facilities and any and all necessary or useful appurtenances thereto which shall be enclosed and located beneath the surface of the Easement Parcel.

Grantee's right in and to the Easement Parcel shall include reasonable unrestricted vehicular and pedestrian access, ingress and egress over, across and through the Easement Parcel, including, but not limited to the right to move, transport, and place equipment, materials and supplies, for construction, operation or effectuation the Roadway, enhancements or green areas, and allied purposes, now or that may hereafter be constructed by Grantee.

Grantee shall comply with applicable laws, orders, regulations, ordinances, requirements, approvals, statutes, rules and permits pertaining to the construction of the Roadway and the use of the Easement Parcel for drainage and the installation of the Drainage Facilities, if applicable. The Grantee shall also comply with applicable laws, order, regulations, ordinances, requirements, approvals, statutes, rules and permits pertaining to the use of the Easement Parcel for the construction, operation and maintenance of the Roadway and all permits, if any, required from Grantor concerning the Roadway.

All terms, conditions, provisions and obligations of this Easement shall be covenants running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Grantor has granted this Easement for the sole use of Grantee, its successors and/or assigns for the purposes set forth herein and Grantee is not authorized to grant any licenses, easements or any other property interests in the Easement Parcel to any other party.

The temporary access and the temporary construction easement shall terminate at such time as the Roadway is completely constructed and the Roadway has been turned over by MDX to the Florida Department of Transportation or the County for operation and maintenance.

TO HAVE AND TO HOLD this Easement, together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining, to the use, benefit and behoof of the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, this Easement has been executed by the Grantor whose seal is affixed hereto, the day and year first above written.

Signed, sealed and delivered
in the presence of:

MIAMI-DADE COUNTY, FLORIDA

By: _____
Print Name: GEORGE M. BURGESS
Its: COUNTY MANAGER

Attest:

_____
Secretary

COUNTY COMMISSIONERS DADE COUNTY FL. FLORIDA

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STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 12 day of July, 2004 by JOSE BURGESS, as County Manager of MIAMI-DADE COUNTY, FLORIDA on behalf of the County. He/she [ ] is personally known to me, or [ ] has produced _____ as identification.

Sandra L Edelson

Notary Public

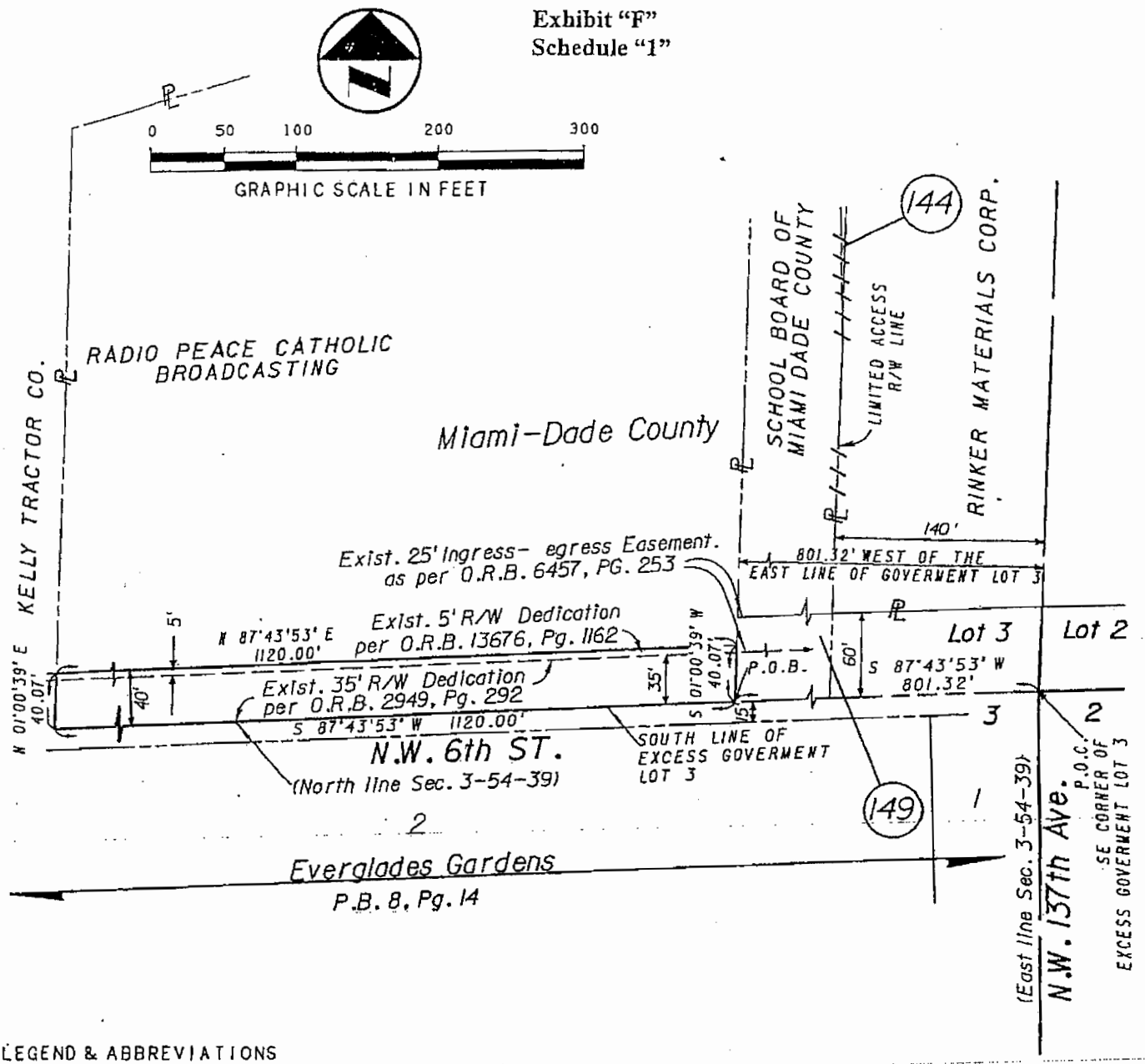
SANDRA L. EDELSON

Print Name

Sandra Lee Edelson
Commission # DD 032627
Expires June 13, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

My Commission Expires: 6/13/2005

Exhibit "F"
Schedule "1"



LEGEND & ABBREVIATIONS

R/W - RIGHT OF WAY	PG. - PAGE	℄ - PROPERTY LINE
P.O.C. - POINT OF COMMENCEMENT	TWP. - TOWNSHIP	◯ - PARCEL NUMBER
P.O.B. - POINT OF BEGINNING	RGE. - RANGE	
O.R.B. - OFFICIAL RECORDS BOOK	PB. - PLAT BOOK	

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

FLORIDA STATE ROAD No. 836, MIAMI-DADE COUNTY.	NW 6th STREET TEMPORARY CONSTRUCTION EASEMENT

DATE: 10/29/03	SCALE: 1"= 100'	DRAWN: Z.C.P.	CALCULATED: Z.C.P.	CHECKED: D.W.D.

MDX MIAMI-DADE EXPRESSWAY AUTHORITY

TRANSPORTATION DADE CONSULTANTS A JOINT VENTURE

PBSJ 2001 N.W. 107th AVE. MIAMI, FL 33172-2507 (305) 592-7275
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER LB24

REVISIONS	BY	DATE

THIS DOCUMENT CONSISTS OF 2 SHEETS AND EACH SHEET SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

THIS IS NOT A SURVEY

SHEET 1 OF 2

EXHIBIT "G"

MIAMI-DADE COUNTY, FLORIDA

STEPHEN P. CLARK CENTER

PUBLIC WORKS DEPARTMENT
SUITE 1610
111 N.W. 1st STREET
MIAMI, FLORIDA 33128-1970
(305) 375-2960

April 1, 2004

RECEIVED
APR 05 2004
PUBLIC WORKS DEPT.
DIRECTOR'S OFFICE

Mr. Gary Donn, P.E.
Florida Department of Transportation
Director of Planning and Public Transportation, District 6
602 South Miami Avenue
Miami, Florida 33130

RE: County Incentive Grant Program Agreement between the Florida Department of Transportation and Miami-Dade County for W 137 Avenue from SW 8 Street to NW 12 Street

Dear Mr. Donn:

Based on yesterday's meeting at the District Office of Commissioner Jose "Pepe" Diaz, it is our mutual understanding that FDOT is committing to the following:

The County will receive complete reimbursements for the County's total costs incurred for right-of-way acquisition and utility relocations for the referenced project up to a maximum of $5,271,000. Said maximum of $5,271,000 was derived as the 35% of the total project cost estimated at $15,062,000.

Should you have any questions, please do not hesitate to contact Ms. Esther Calas, P.E., Assistant Director, Highway and Traffic Engineering at (305) 375-2091.

Sincerely,

Aristides Rivera, P.E., P.L.S.
Director

APPROVED: *Florida Department of Transportation*

4/1/04
Gary L. Donn, P.E.
District Director of Planning and Public Transportation

cc: Jose "Pepe" Diaz, County Commissioner
Pedro G. Hernandez, P.E.
John Martinez, FDOT
Esther Calas, P.E.
Samuel E. Gonzalez, P.E., MDX
Gaspar Miranda, P.E.

Equal Opportunity/Handicap Employer/Services