

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

**MEMORANDUM**

Agenda Item No. 13(A)(1)

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

**DATE:** May 5, 2009

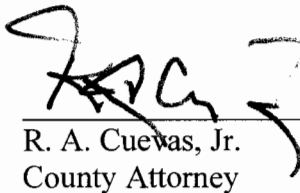
**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution authorizing the  
amendment of a certain  
settlement in an Inverse  
Condemnation lawsuit,  
authorizing payment of  
\$216,380.22 to the Acosta  
Family Limited Partnership

**Resolution No. R-599-09**

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The accompanying resolution was placed on the agenda by the County Attorney.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/jls



# MEMORANDUM

(Revised)

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

**DATE:** May 5, 2009

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

**SUBJECT:** Agenda Item No. 13(A)(1)

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 Mayor'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. 13(A)(1)  
5-5-09

RESOLUTION NO.    R-599-09

RESOLUTION AUTHORIZING THE AMENDMENT OF A CERTAIN SETTLEMENT IN AN INVERSE CONDEMNATION LAWSUIT, AUTHORIZING PAYMENT OF \$216,380.22 TO THE ACOSTA FAMILY LIMITED PARTNERSHIP IN CONNECTION WITH A COUNTY ROAD LOCATED ON N.W. 74 STREET FROM N.W. 84 AVENUE TO N.W. 87 AVENUE IN MIAMI-DADE COUNTY, FLORIDA

**WHEREAS**, on June 15, 2002, the Acosta Family Limited Partnership, a Florida Limited Partnership, (“Owner”) filed against Miami-Dade County in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Case No. 02-18214 (CA-27), a Complaint for Damages, Inverse Condemnation, and Injunctive Relief in connection with the maintenance of a county road located on N.W. 74 Street from N.W. 84 Avenue to N.W. 87 Avenue, in Miami-Dade County, Florida; and

**WHEREAS**, the Owner and County entered into a prior Agreement, dated May 13, 2004, facilitating the construction of (1) a four-lane roadway on N. W. 74<sup>th</sup> Street from N. W. 87<sup>th</sup> Avenue to approximately 300 feet east of N.W. 84<sup>th</sup> Avenue and (2) a two-lane roadway on N.W. 87<sup>th</sup> Avenue from approximately 300 feet south of N.W. 74<sup>th</sup> Street to approximately 500 feet north of N.W. 74<sup>th</sup> Street, which was approved by Miami-Dade County Resolution R-480-04, dated April 13, 2004; and

**WHEREAS**, the County and Owner now desire that this initial construction project be re-designed to allow for a future six (6) lane roadway along N.W. 74<sup>th</sup> Street and Owner and the County have reached a Settlement Agreement to accomplish this objective; and

**WHEREAS**, the County and Owner agree that it is in their mutual best interests for the County to assume the responsibility for the construction of the roadway, subject to the terms and conditions contained in the Settlement Agreement; and

**WHEREAS**, the Owner will convey, at no cost to the County, the right-of-way fronting the Owner's property to facilitate the construction of the roadway; and

**WHEREAS**, the County will reimburse the Owner \$216,380.22 for off-road work required for the design and construction of the roadway; and

**WHEREAS**, the terms for the settlement of said case are fully delineated in the Settlement Agreement attached hereto as Exhibit 1 to this resolution; and

**WHEREAS**, it is in the best interest of the County to settle all the issues involved under the terms delineated in the Settlement Agreement, and the County Attorney hereby recommends said settlement as set forth in Exhibit 1 to this resolution,

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

**Section 1.** This Board ratifies and adopts those matters set forth in the foregoing recitals.

**Section 2.** This Board approves the acceptance of the property legally described in the Right-of-Way Deed attached to Exhibit 1 to this resolution and authorizes the County Mayor or his designee to execute the Settlement Agreement in substantially the form attached hereto as Exhibit 1 and made a part hereof.

**Section 3.** The County Attorney is hereby authorized to compromise and settle on behalf of the County for a total sum of \$216,380.22, inclusive of all interest, attorneys' fees and costs, all claims against the County filed in the above Circuit Court case in substantially the terms specified in the Settlement Agreement attached thereto.

The foregoing resolution was offered by Commissioner Jose "Pepe" Diaz, who moved its adoption. The motion was seconded by Commissioner Carlos A. Gimenez 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	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	absent
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 5<sup>th</sup> day of May, 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: **Diane Collins**  
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

Jorge Martinez-Esteve

## AGREEMENT

This Agreement is made and entered into this \_\_\_\_\_ day of March, 2009 ("Agreement"), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein referred to as the "County", and the ACOSTA FAMILY LIMITED PARTNERSHIP, a Florida Limited Partnership, hereinafter referred to as the "Owner", for the conveyance of certain right-of-way and construction of roadway improvements on N. W. 74<sup>th</sup> Street extending from N. W. 87<sup>th</sup> Avenue to N. W. 84<sup>th</sup> Avenue, and an adjoining portion of N.W. 87<sup>th</sup> Avenue, as depicted in plans identified in County Project Number 20030156 (hereinafter the "Project").

WHEREAS, Owner is the owner of the real property legally described on Exhibit "A" attached hereto (the "Owner's Property");

WHEREAS, as the result of Owner asserting claims against the County, the Owner and County entered into a prior Agreement, dated May 13, 2004, facilitating the construction of (1) a four-lane roadway on N. W. 74<sup>th</sup> Street from N. W. 87<sup>th</sup> Avenue to approximately 300 feet east of N.W. 84<sup>th</sup> Avenue, with left turn lanes, sidewalks, curb and gutters, signage, pavement markings, continuous storm drainage system and street lighting, and (2) a two-lane roadway on N.W. 87<sup>th</sup> Avenue from approximately 300 feet south of N.W. 74<sup>th</sup> Street to approximately 500 feet north of N.W. 74<sup>th</sup> Street (the "Initial Project");

WHEREAS, the County and Owner now desire that the Initial Project be re-designed to allow for a future six (6) lane roadway along N.W. 74<sup>th</sup> Street and Owner and the County have been negotiating how best to accomplish this objective;

WHEREAS, the County and Owner agree that it is in their mutual best interests for the County to assume the responsibility for the Project, subject to the terms and conditions herein, and have agreed to execute this Agreement in furtherance thereof;

WHEREAS, the Owner will convey, at no cost to the County, the right-of-way legally described in Exhibit "B" ("Right-of-way") to facilitate the construction of the Project; and

WHEREAS, the Parties have or will execute this Agreement pursuant to proper authorization of their governing boards or other responsible representatives.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

Section 1. Construction. The County agrees to construct the Project.

AGREEMENT-MIAMI-DADE COUNTY

6  
EXHIBIT 1

Section 2. Costs. The parties agree that the construction of the Project, all ancillary work related thereto and all costs and expenses related thereto, shall be the sole responsibility of the County or its agents, and the County shall exercise all responsibilities, pertaining to construction administration and inspections. The parties are hereby released of all obligations related to the Initial Project other than any obligations specifically included herein.

Section 3. Off-Road Work and Modifications required by R/W Donation. The County shall pay \$152,685.22 to reimburse Owner for the design and construction of Owner's off-road work, \$44,495.00 for valve vault relocation, and \$19,200.00 to reimburse the Owner for modifying the property as required by the R/W Donation. Under no circumstances shall the County be responsible for the payment of more than \$216,380.22 for this work or any other expenses related to the Initial Project or the Project incurred by the Owner or the Owner's agents prior to the execution of this Agreement. Such payments shall be made within 30 days of entry of an amended final judgment ratifying this agreement.

Section 4. Good Faith. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement; and, in that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement.

Section 5. Dedication. Owner agrees to dedicate, or cause to be dedicated, the strip of land described in Exhibit "B" attached hereto, which shall be used for roadway, sidewalk or other proper purposes. This dedication shall be made simultaneously to the execution of this Agreement, by means of the Right-of-way Deed attached hereto as Exhibit "D". Owner further agrees to remove, within thirty (30) days of execution of this Agreement by the parties hereto, and at the Owner's sole cost, any objects, improvements, or structures located on the land described in Exhibit "B". The County agrees to construct a sidewalk along N.W. 74<sup>th</sup> Street running the length of the strip of land described in Exhibit "B" and provide curb cuts from N.W. 74<sup>th</sup> Street into the two entrances to the Property.

The parties hereto understand and agree that in the future the sidewalk and or its configuration may be affected, modified, or removed by the County or FDOT to accommodate any widening of N.W. 74<sup>th</sup> Street. Nothing herein shall be construed to prevent County from making future modifications to 74th Street as part of another project, nor to prevent the County from exercising its condemnation power in the future. Nothing herein shall be construed as giving Owner any property rights in the sidewalk and curb cuts. Any provision of this Agreement concerning the existence, location, size or other characteristic of any curb cut or sidewalk shall not confer a vested right of access or other compensable property right therein, and shall not limit the County's authority in the future to remove, close, modify or relocate same according to applicable

Florida law. In addition, nothing herein shall be construed as a waiver of any defenses that the County may have in the event of future litigation over future modifications and Owner's rights, or as a waiver of claims, rights, interests, or entitlements Owner may have under applicable Florida law, except as otherwise provided herein. The provisions in this paragraph shall survive the transfer of jurisdiction over 74th Street to any other governmental entity.

Section 6. Medians. In the event the County, in its sole discretion, decides in the future to change N.W. 74th Street from an undivided roadway to a divided roadway, the County hereby agrees to provide a directional median opening on N.W. 74<sup>th</sup> Street allowing egress from Owner's Property to eastbound N.W. 74<sup>th</sup> Street as shown on Exhibit "C" attached hereto.

Nothing herein shall be construed to prevent County from making future modifications to 74th Street as part of another project, nor to prevent the County from exercising its condemnation power in the future. Nothing herein shall be construed as giving Owner any property rights in the directional median opening. Any provision of this Agreement concerning the existence, location, size or other characteristic of any median opening shall not confer a vested right of access or other compensable property right therein, and shall not limit the County's authority in the future to remove, close, modify or relocate same according to applicable Florida law. In addition, nothing herein shall be construed as a waiver of any defenses that the County may have in the event of future litigation over future modifications and Owner's rights, or as a waiver of claims, rights, interests, or entitlements Owner may have under applicable Florida law, except as otherwise provided herein. The provisions in this paragraph shall survive the transfer of jurisdiction over 74th Street to any other governmental entity.

Section 7. Project Responsibility. The parties hereby understand and agree that the County is solely responsible for all other aspects of the Project.

Section 8. Successors and Assigns. This Agreement shall be binding upon and enforceable against and shall inure to the benefit of the successors and assigns of the parties hereto.

Section 9. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the County at: Ms. Esther L. Calas, P.E.  
Director, Public Works Department  
Suite 1640  
111 NW First Street  
Miami, Florida 33128

AGREEMENT-MIAMI-DADE COUNTY



With a copy to: County Attorney  
28th Floor  
111 NW First Street  
Miami, Florida 33128

If to Owner at: Evelio Acosta  
8505 NW 74th Street  
Miami, FL 33166

With a copy to: Goldstein, Tanen & Trench, P.A.  
One Biscayne Tower; Suite 3700  
Two South Biscayne Blvd.  
Miami, Florida 33131

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. mails.

Section 10. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes in its entirety any letter of intent, memorandum of understanding or prior agreement heretofore executed by the parties. Any waiver, alteration, or modification of any of the provisions of this Agreement or cancellation or replacement of this Agreement shall not be valid unless in writing and signed by the party against which such waiver, alteration or modification is sought to be enforced.

Section 11. Headings. Section headings herein are for convenience of reference only and shall in no way define, limit or affect this Agreement or the interpretation hereof.

Section 12. Construction of Agreement.

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; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

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.

Section 13. Expenses. Except as otherwise expressly provided herein, the parties shall each pay their own costs and expenses, including without limitation legal and accounting expenses related to the transactions provided for herein.

Section 14. Enforcement. If any material provision of this Agreement shall be determined to be invalid, illegal, or unenforceable, the parties shall diligently attempt to renegotiate such provisions to conform to applicable law and to the intention of the parties in order to maintain the Agreement in full force and effect.

Section 15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be but one and the same instrument.

*[Balance of Page Intentionally Blank]*

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

ATTEST:  
  
HARVEY RUVIN  
CLERK OF THE BOARD

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

BY: \_\_\_\_\_  
Deputy Clerk

BY: \_\_\_\_\_  
County Manager

Date: \_\_\_\_\_

Approved by County Attorney  
as to form and legal sufficiency \_\_\_\_\_

ATTEST:

ACOSTA FAMILY LIMITED PARTNERSHIP, a  
Florida Limited Partnership

ACOSTA REALTY INVESTMENTS, INC.,  
a Florida corporation, as General Partner

BY: [Signature]  
Witness

BY: [Signature]  
Evelio Acosta, Officer and Director

BY: [Signature]  
Witness

(Seal)

Date: 3/30/09


NOTARY PUBLIC-STATE OF FLORIDA  
 Margie Caparico Oyarzun  
Commission # DD675436  
Expires: MAY 16, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

Exhibit "A"

Short Legal Description

UNITED TRUCK AND BODY PB 138-55 LOTS 2 & 3 BLK 1 LOT SIZE 229676 SQFT  
F/A/U 30-3010-004-0020 OR 17996-0178/0182 0198 4

AMENDMENT TO AGREEMENT

Exhibit "B"

Strip of Land to be dedicated

[See Attached Survey]

SEC 10  
TWP 53 S  
RGE 40 E

NW 87TH AVE  
N 01°44'30" W  
370.58  
342.00

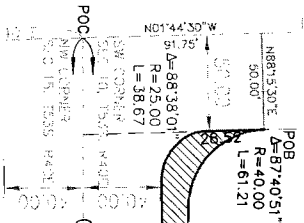
UNITED TRUCK AND BODY  
PB 138, PG 55

C&SFFCD (OR 3274 PG 657)

N 01°44'30" W  
394.99

N 01°44'30" W  
394.99

N 01°44'30" W  
394.99



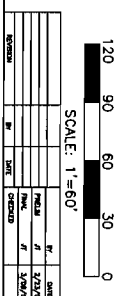
- LEGEND**
- POC = POINT OF COMMENCEMENT
  - POB = POINT OF BEGINNING
  - R/W = RIGHT OF WAY LINE
  - L = ARC DISTANCE
  - R = CURVE RADIUS
  - E = LOT LINE
  - P = PROPERTY LINE
  - C = CENTER LINE
  - D = DEFLECTION ANGLE

**PORTION OF LOTS 1-3  
UNITED TRUCK AND BODY**

PLAT BOOK 138, PAGE 55

To be Acquired for R/W  
Parcel Area: 6,515 s.f. = 0.150 Acres  
Parent Tract Area: 344,380 s.f. = 7.906 Acres  
FOLIO NO. 22-3010-004-(0010,0020)

NOTE:  
Bearings and aliquot parts of sections are based upon  
July 1965, Map of TOWNSHIP 53 S RANGE 40 E prep by:  
METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT



NOT A SURVEY

NW 74th Street	
Section 10	
PROJECT NO.	2006-0444
PARCEL NO.	15

41

Exhibit "C"

Median Opening

[See Attached]

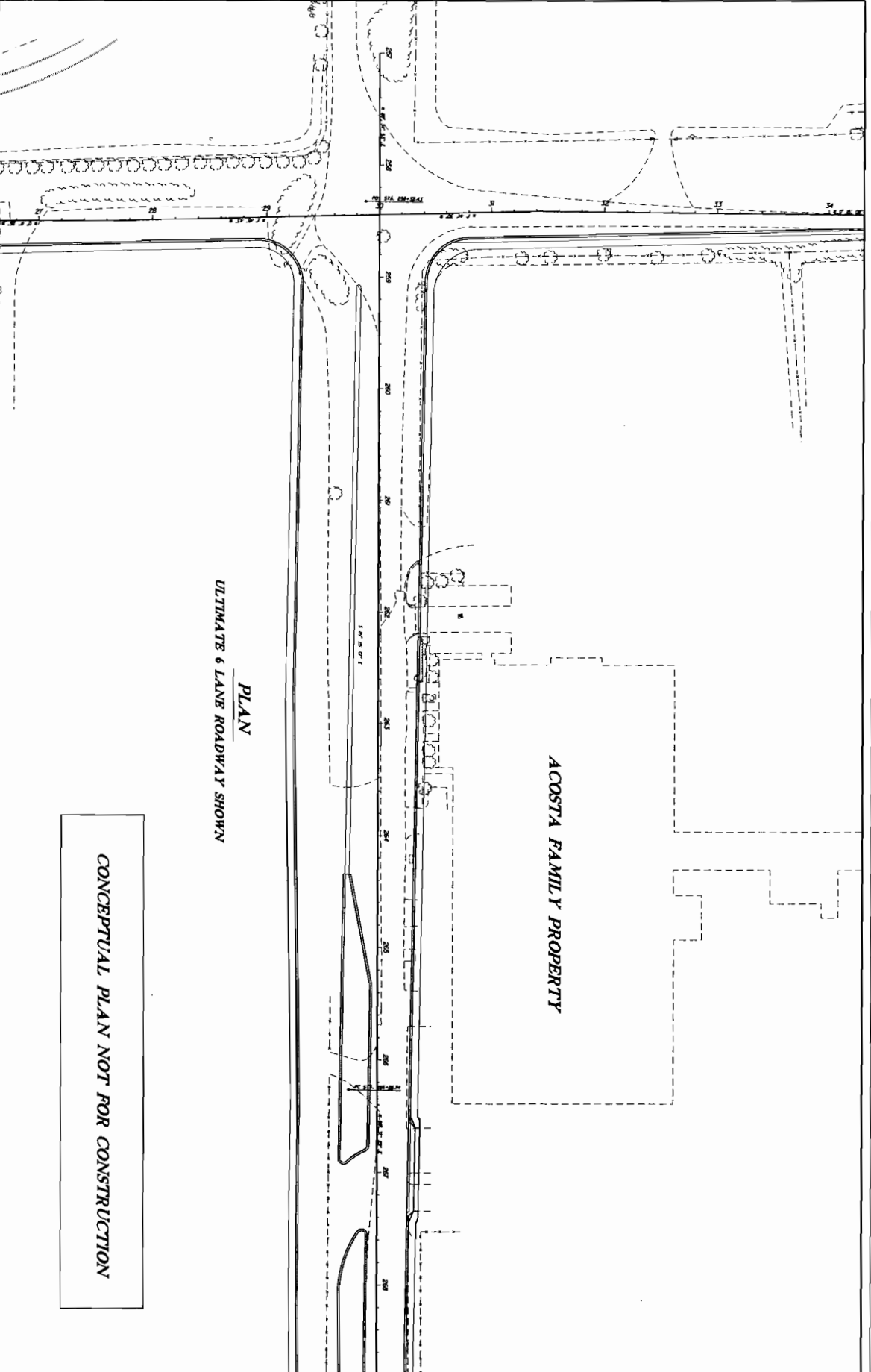
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

**ACOSTA FAMILY  
LIMITED PARTNERSHIP**

**NW 74TH ST. PROPOSED DIRECTIONAL MEDIAN OPENING  
AT ACOSTA FAMILY PROPERTY  
"EXHIBIT D"**

6/25/24 11/06/24 8/1/24

SHEET  
NO.



**PLAN**  
**ULTIMATE 6 LANE ROADWAY SHOWN**

**CONCEPTUAL PLAN NOT FOR CONSTRUCTION**

**ACOSTA FAMILY PROPERTY**



Exhibit "D"

Right-of-Way Deed

[See Attached]

**Return to:**

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

**Instrument prepared by:** .

Jose Vidal .  
Miami-Dade County Public Works Dept. .  
111 N.W. 1st Street .  
Miami, FL 33128-1970 .  
Folio No. 22-3010-004-(0010,0020) .  
User Department Public Works Dept. .

**RIGHT-OF-WAY DEED TO MIAMI-DADE COUNTY**

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

**THIS INDENTURE**, Made this 15<sup>th</sup> day of April, A.D. 2009, by and between **ACOSTA FAMILY LTD PARTNERSHIP**, a Florida limited partnership, whose Post Office Address is 8505 NW 74<sup>th</sup> Street, Miami FL, 33166, 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, Suite 1610, 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 them 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, bargain and sell to the party of the second part, and its successors in interest, for right-of-way purposes or any other proper purposes, all the right, title, interest, claim or demand of the party of the first part, in and to the following described land, situate, lying and being in Miami-Dade County, State of Florida, to-wit:

**See Exhibit "A" Attached**

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 the purposes described above and for all purposes incidental thereto.

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 General Partner(s), 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)

ACOSTA FAMILY LTD PARTNERSHIP,  
a Florida Limited Partnership

Marie C. Morales  
Witness

By: ACOSTA REALTY INVESTMENTS,  
INC., as General Partner

Marie C. Morales  
Witness Printed Name

Blanca Acosta  
Witness

By: Evelio Acosta  
Evelio Acosta, Officer  
and Director

Blanca Acosta  
Witness Printed Name

STATE OF FLORIDA )  
 )  
COUNTY OF MIAMI-DADE )

I HEREBY CERTIFY, that on this 15<sup>th</sup> day of April, A.D. 2009, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared EVELIO ACOSTA, an Officer of ACOSTA REALTY INVESTMENTS, INC., a Florida corporation, as General Partner of **ACOSTA FAMILY LTD PARTNERSHIP, a Florida limited partnership, personally known to me,** or proven, by producing the following forms of identification: \_\_\_\_\_, to be the General Partner(s) duly authorized on behalf of **ACOSTA FAMILY LTD PARTNERSHIP, a Florida limited partnership.** Said General Partner(s) executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

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

NOTARY PUBLIC  
  
STATE OF FLORIDA  
MELANIE BROUSSARD  
Commission DD468382  
Expires October 28, 2009  
Bonded Thru Troy Fain Insurance 800-385-7019

Melanie Broussard  
Notary Signature

Melanie Broussard  
Printed Notary Signature

NOTARY SEAL/STAMP

Notary Public, State of Florida

My commission expires: 10-28-09

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

## Legal Description

All that part of Lots 1, 2 and 3, of "United Truck and Body" subdivision, according to the plat thereof as recorded in Plat Book 138, Page 55 of the Public Records of Miami-Dade County, lying within the following described parcel of land:

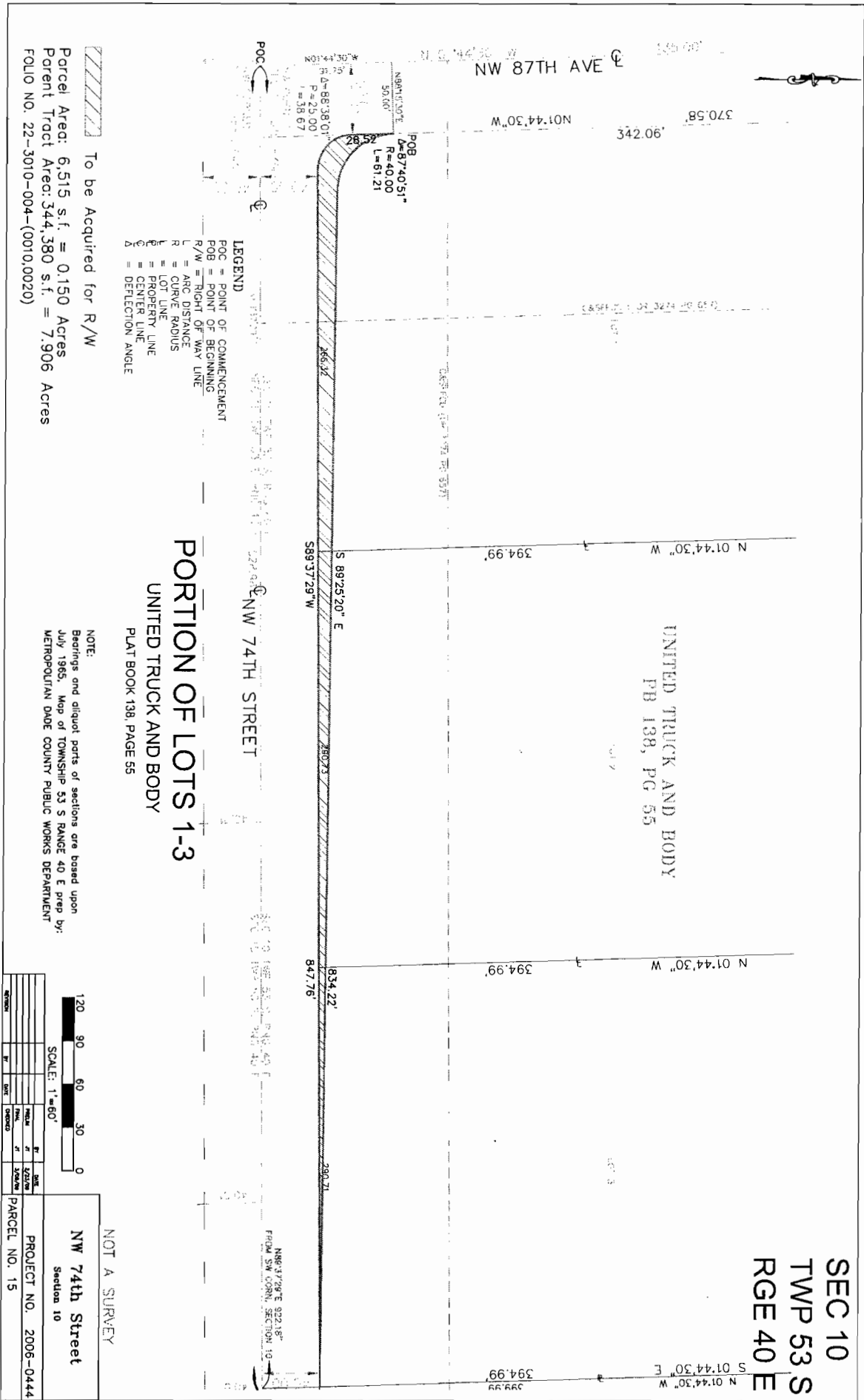
**Commencing** at the Southwest corner of Section 10, Township 53 South, Range 40 East, Miami-Dade County Florida being the centerline intersection of NW 74<sup>th</sup> Street and NW 87<sup>th</sup> Avenue, N 01°44'30" W, with the centerline of said NW 87th Ave, a distance of 91.75 feet to a point, thence N 88°15' 30" E, leaving said centerline, a distance of 50.00 feet to a point on the easterly right of way line of NW 87th Ave., the **POINT OF BEGINNING**.

Thence with the arc of curve to the left, with a deflection angle of 87° 40' 51", with a radius of 40.00 feet, and an arc distance of 61.21 feet to a point, thence S 89° 25' 20" E, a distance of 834.22 feet to a point on the southwesterly corner of Lot 3; thence S 89° 37' 29" W, with the southerly line of the aforementioned Plat a distance of 847.76 feet to a point; thence with the arc of a curve to the right, with a deflection angle of 88° 38 '01", with a radius of 25.00 feet, and an arc distance of 38.67 feet to a point on the easterly right of way line of NW 87<sup>th</sup> Ave; thence N 01° 44' 30" W, with said right of way line, a distance of 28.52 feet to the **POINT OF BEGINNING**.

Exhibit 'A'

21

SEC 10  
TWP 53 S  
RGE 40 E



**LEGEND**  
 POC = POINT OF COMMENCEMENT  
 POB = POINT OF BEGINNING  
 R/W = RIGHT OF WAY LINE  
 L = ARC DISTANCE  
 R = CURVE RADIUS  
 L = LOT LINE  
 P = PROPERTY LINE  
 C = CENTER LINE  
 A = DEFLECTION ANGLE

**PORTION OF LOTS 1-3  
UNITED TRUCK AND BODY**

PLAT BOOK 138, PAGE 55

To be Acquired for R/W  
 Parcel Area: 6,515 s.f. = 0.150 Acres  
 Parent Tract Area: 344,380 s.f. = 7.906 Acres  
 FOLIO NO. 22-3010-004-(0010,0020)

**NOTE:**  
 Bearings and aliquot parts of sections are based upon  
 July 1965, Map of Township 53 S Range 40 E prep by:  
 METROPOLITAN DADE COUNTY PUBLIC WORKS DEPARTMENT

NOT A SURVEY

NW 74th Street  
Section 10

PROJECT NO. 2006-0444  
PARCEL NO. 15

DATE	BY	REVISION