

MEMORANDUM

Agenda Item No. 8(L)(1)

TO: Honorable Vice Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

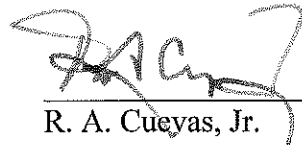
DATE: December 4, 2012

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

SUBJECT: Resolution authorizing the
conveyance of County owned
Rights-of-way to the Florida
Department of Transportation

Resolution No. R-1021-12

The accompanying resolution was prepared by the Public Works and Waste Management Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.



R. A. Cuevas, Jr.
County Attorney


RAC/jls

Memorandum



Date: December 4, 2012

To: Honorable Vice Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing the Public Purpose Conveyance of County Owned Rights-of-Way to the Florida Department of Transportation in Accordance with Florida Statute 125.38 for No Monetary Consideration to Implement Express Lanes along State Road 826 between NW 25 Street and NW 154 Street

Recommendation

It is recommended that the Board of County Commissioners (BCC) approve a public purpose conveyance of County owned rights-of-way to the Florida Department of Transportation (FDOT) for improvements to implement Express Lanes along State Road 826 between NW 25 Street and NW 154 Street also known as Parcel Nos. 101.1, 102.1, 103.1, 104.1, 105.1, 106.1, 107.1, 108.1, 701.1, 702.1, 703.1, 704.1, and 705.1; and authorize the Chairperson or Vice Chairperson to execute County Deeds and Temporary Easements conveying said Parcels in Sections 14, 15, 22, 23, and 26-53-40. The Public Works and Waste Management Department (PWWM) has no objection to the conveyance of these rights-of-way.

Scope

The rights-of-way to be conveyed are located within Commission District 12.

Fiscal Impact/Funding Source

Conveying these portions of right-of-way will not result in an increase in revenue from property taxes since land use as right-of-way is exempt from paying taxes. There is a positive fiscal impact since PWWM will not be responsible for the maintenance of the subject parcels, which is currently estimated at a cost of \$1,700.00 per year.

Track Record/Monitor

PWWM is the entity overseeing this project and the person responsible for monitoring this conveyance is Mr. Wayne Sutton, Section Head, Right-of-Way Engineering Section, of the Right-of-Way Division.


Background

FDOT is planning improvements to implement Express Lanes along State Road 826 (Palmetto Expressway) between SR 836 (Dolphin Expressway) and NW 154 Street, and along I-75 between the Palmetto Expressway and NW 170 Street. The purpose of this project as envisioned in the emerging South Florida Express Lanes network is to improve mobility, relieve congestion, provide additional travel options, enhance transit services, accommodate future growth and development in the region, enhance emergency evacuation, and improve system connectivity between the Palmetto Expressway, I-75, the Grafigny Parkway, the Turnpike, and I-595. The project consists of the construction of two express lanes in each direction along the Palmetto Expressway, with noise barrier walls, ramp metering, and a new flyover from the Palmetto Expressway to I-75.

Honorable Vice Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
Page No. 2

The subject rights-of-way were acquired by Miami-Dade County for the frontage roads along the Palmetto Expressway in the 1950's and 1960's. The land abutting the subject rights-of-way are shown on the 2005-2015 Comprehensive Development Master Plan as Industrial and Office. The permanent conveyance of certain portions of the access roads to FDOT will not adversely affect public travel upon the remainder of the public right-of-way. The temporary easements to be authorized by this resolution will be subject to FDOT maintaining access to those properties that front the access roads at all times during the period of construction. FDOT shall notice all property owners fronting the access roads of its planned work within the public right-of-way and shall include contact information as a part of the notification.

The parcels are legally described in Exhibit "A" of the County Deeds, and their locations are depicted in Exhibit "B" of the attached Resolution.



Alina T. Hudak
County Manager/Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Vice Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: December 4, 2012

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

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

Please note any items checked.

- "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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(1)
12-4-12

RESOLUTION NO. R-1021-12

RESOLUTION AUTHORIZING THE CONVEYANCE OF COUNTY OWNED RIGHTS-OF-WAY TO THE FLORIDA DEPARTMENT OF TRANSPORTATION IN ACCORDANCE WITH FLORIDA STATUTE SECTION 125.38, FOR NO MONETARY CONSIDERATION, FOR IMPROVEMENTS TO IMPLEMENT EXPRESS LANES ALONG STATE ROAD 826 BETWEEN NW 25 STREET AND NW 154 STREET ALSO KNOWN AS PARCEL NOS. 101.1, 102.1, 103.1, 104.1, 105.1, 106.1, 107.1, 108.1, 701.1, 702.1, 703.1, 704.1, AND 705.1, AND AUTHORIZING THE CHAIRPERSON OR VICE CHAIRPERSON TO EXECUTE COUNTY DEEDS AND TEMPORARY EASEMENTS CONVEYING SAID PARCELS, IN SECTIONS 14, 15, 22, 23, AND 26, TOWNSHIP 53 SOUTH, RANGE 40 EAST

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

WHEREAS, the Florida Department of Transportation (FDOT) desires to acquire certain County-owned rights-of-way, which are identified in the attached Composite Exhibit "A" as Parcel Nos. 101.1, 102.1, 103.1, 104.1, 105.1, 106.1, 107.1, 108.1, 701.1, 702.1, 703.1, 704.1, and 705.1 which are located along the rights-of-way of the frontage roads of State Road 826 (Palmetto Expressway) between NW 25 Street and NW 154 Street (the Rights-of-Way) and shown on the attached location map in "Exhibit B"; and

WHEREAS, the County's conveyance of those Rights-of-Way to FDOT is in the public's best interest and welfare by allowing the use of the Rights-of-Way for the proposed improvements to implement Express Lanes along the Palmetto Expressway in Miami-Dade County; and

WHEREAS, the County is satisfied that FDOT requires the Rights-of-Way for such use, and the Rights-of-Way are not otherwise needed for County purposes; and

WHEREAS, the conveyance of the Rights-of-Way to FDOT for said purposes shall be for no monetary consideration; and

WHEREAS, the conveyance of the Rights-of-Way to FDOT is in accordance with Section 125.38, Florida Statutes, governing the County's conveyance of Rights-of-way; and

WHEREAS, the acceptance of the Rights-of-Way by FDOT is in accordance with Section 337.25, Florida Statutes, governing FDOT's acceptance of the Rights-of-way donations for transportation facilities; and

WHEREAS, such Rights-of-Way will revert to the County in the event that use for transportation purposes ever ceases,

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

Section 1. the foregoing recitals are incorporated as if fully set forth herein.

Section 2. This Board, pursuant to Section 125.38, Florida Statutes, authorizes the conveyance of Parcel Nos. 101.1, 102.1, 103.1, 104.1, 105.1, 106.1, 107.1, 108.1, 701.1, 702.1, 703.1, 704.1, and 705.1 to FDOT, as shown on Exhibit "A," attached hereto and made a part hereof for no monetary consideration.

Section 3. This Board authorizes the Chairperson or Vice Chairperson to execute County Deeds and Temporary Easements on behalf of Miami-Dade County, in substantially the forms attached hereto, conveying Parcel Nos. 101.1, 102.1, 103.1, 104.1, 105.1, 106.1, 107.1, 108.1, 701.1, 702.1, 703.1, 704.1, and 705.1 to FDOT.

Section 4. Pursuant to Resolution No. R-974-09, a) directs the County Mayor or County Mayor's designee to record the instrument of conveyance approved herein in the Public Records of Miami-Dade County, b) to provide a recorded copy of said instrument to the Clerk of the

Board within thirty (30) days of execution of said instrument, c) to attach and permanently store a recorded copy of said instrument together with this resolution, and (d) to deliver a recorded copy of said instrument to the District Secretary.

The foregoing was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

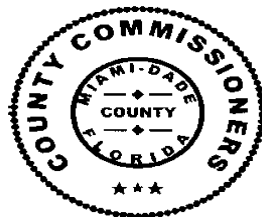
| | | |
|----------------------|-------------------------------------|----------------------|
| | Audrey M. Edmonson, Vice Chairwoman | aye |
| Bruno A. Barreiro | aye | Lynda Bell |
| Esteban L. Bovo, Jr. | aye | Jose "Pepe" Diaz |
| Sally A. Heyman | aye | Barbara J. Jordan |
| Jean Monestime | aye | Dennis C. Moss |
| Rebeca Sosa | aye | Sen. Javier D. Souto |
| Xavier L. Suarez | absent | Juan C. Zapata |
| | | absent |
| | | aye |

The Chairman thereupon declared the resolution duly passed and adopted this 4th day of December, 2012. 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: **Christopher Agrippa**
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Debra Herman

COMPOSITE EXHIBIT "A"

Return to:

Right of Way Division
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street S-1610
Miami, FL 33128-1970

Instrument prepared by:
Carlos D. Socarras, PLS.,
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A
State Road 826 Parcel No: 101.1
Item/Segment No.: 4184233
Managing District: 6

NW 77 Court
Section 15-53-40

COUNTY DEED

THIS COUNTY DEED, Made this _____ day of _____, A.D. 2012, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is: Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida 33128-1963, Grantor, and the FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), whose address is 1000 NW 111 Avenue, Miami, Florida 33172, Grantee,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors, and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Page 1 of 3

This conveyance is subject to the property being used for public and transportation purposes and other purposes incidental thereto, and when and if the aforementioned public use shall be discontinued, the title to the land described in Exhibit "A", attached, shall immediately revert to the Grantor, its successors and assigns, and it shall have the right to immediately repossess the same.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, including the transfer of all rights, responsibilities, and attendant liability, with respect to the subject property; and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

ATTEST:
BY ITS BOARD OF
HARVEY RUVIN,
CLERK OF SAID BOARD

MIAMI-DADE COUNTY, FLORIDA
COUNTY COMMISSIONERS

By: _____

Deputy Clerk

By: _____

Joe A. Martinez, Chairman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2012.

EXHIBIT "A"

Parcel 101

A parcel of land being a portion of the right-of-way of NW 77 Court acquired by the County on Condemnation Case No. 58L-3405K dated September 2, 1959, Right-of-Way Deed dated January 8, 1959 recorded in Official Records Book 1214 at Page 197, and Right-of-Way Deed dated January 19, 1959 recorded in Official Records Book 1402 at Page 277, westerly of and abutting the Limited Access Right-of-Way Line of State Road 826 (Palmetto Expressway) as shown on that Florida Department of Transportation (FDOT) Right-of-Way Map for Section 87260-2517 dated October 20, 1989, in the NE 1/4 of the SE 1/4 of Section 15, Township 53 South, Range 40 East, Miami-Dade County, Florida, and more particularly described as follows:

Commence at the S.E. corner of said Section 15; Thence N 01°43'40" W, along the East line of said Section 15, for 1346.85 feet; Thence S 88°16'20" W, departing the previously described East line, for 105.44 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway said point being the Point of Beginning of the hereinafter described parcel; Thence N 01°44'07" W for 757.42 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway; Thence along the previously described Limited Access Right-of-Way line for the following described five (5) courses; 1) Thence N 88°16'20" E for 5.54 feet; 2) Thence S 01°43'40" E for 722.67 feet; 3) Thence S 02°16'33" W for 19.31 feet; 4) Thence N 87°43'27" W for 3.00 feet; 5) Thence S 02°16'33" W for 15.74 feet to the Point of Beginning.

Containing 4,069 Square Feet more or less.

Return to:

Right of Way Division
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street S-1610
Miami, FL 33128-1970

Instrument prepared by:
Carlos D. Socarras, PLS.,
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A
State Road 826 Parcel No: 102.1
Item/Segment No.: 4184233
Managing District: 6

NW 77 Court
Section 15-53-40

COUNTY DEED

THIS COUNTY DEED, Made this _____ day of _____, A.D. 2012, by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is: Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida 33128-1963, Grantor, and the **FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)**, whose address is 1000 NW 111 Avenue, Miami, Florida 33172, Grantee,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors, and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is subject to the property being used for public and transportation purposes and other purposes incidental thereto, and when and if the aforementioned public use shall be discontinued, the title to the land described in Exhibit "A", attached, shall immediately revert to the Grantor, its successors and assigns, and it shall have the right to immediately repossess the same.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, including the transfer of all rights, responsibilities, and attendant liability, with respect to the subject property; and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

ATTEST:
BY ITS BOARD OF
HARVEY RUVIN,
CLERK OF SAID BOARD

MIAMI-DADE COUNTY, FLORIDA
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Joe A. Martinez, Chairman Mayor

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2012.

EXHIBIT "A"

Parcel 102

A parcel of land being a portion of the right-of-way of NW 77 Court acquired by the County on Condemnation Case No. 58L-3405K dated September 2, 1959, Right-of-Way Deed dated December 8, 1958 recorded in Official Records Book 1203 at Page 527, Right-of-Way Deed dated December 22, 1958 recorded in Official Records Book 1203 at Page 537, Right-of-Way Deed dated January 16, 1959 recorded in Official Records Book 1236 at Page 434, and Right-of-Way Deed dated January 16, 1959 recorded in Official Records Book 1236 at Page 438, westerly of and abutting the Limited Access Right-of-Way Line of State Road 826 (Palmetto Expressway) as shown on those Florida Department of Transportation (FDOT) Right-of-Way Maps for Section 87260-2517 dated October 20, 1989 and Section 87260-2518 dated October 31, 1989, in the NE 1/4 of the SE 1/4 and the S 3/4 of the NE 1/4 of Section 15, Township 53 South, Range 40 East, Miami-Dade County, Florida, and more particularly described as follows:

Commence at the S.E. corner of said Section 15; Thence N 01°43'40" W, along the East line of said Section 15, for 2104.27 feet; Thence S 88°16'20" W, departing the previously described East line, for 107.00 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway said point being the Point of Beginning of the hereinafter described parcel; Thence continue S 88°16'20" W for 3.00 feet; Thence N 01°43'40" W for 184.20 feet; Thence N 88°15'53" E for 4.43 feet; Thence N 01°44'07" W for 962.18 feet; Thence N 01°44'52" W for 190.94 feet; Thence S 88°15'08" W for 4.48 feet; Thence N 01°44'44" W for 141.88 feet; Thence N 88°15'59" E for 4.49 feet; Thence N 01°44'01" W for 912.72 feet; Thence N 09°17'40" W for 47.21 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway; said point also being a point of curvature of a circular curve concave to the Southwest and said point bears N 76°13'45" E from the center of said curve; Thence along the previously described Limited Access Right-of-Way line for the following described five (5) courses; 1) Thence Southeasterly, along the arc of said curve to the right, having a radius of 525.00 feet and a central angle of 12°01'31" for a distance of 110.19 feet to the point of tangency; 2) Thence S 01°44'44" E for 1786.68 feet to a point of intersection with the South line of the NE 1/4 of said Section 15; 3) Thence S 01°43'40" E for 395.15 feet; 4) Thence S 88°16'20" W for 7.00 feet; 5) Thence S 01°43'40" E for 147.50 feet to the Point of Beginning.

Containing 13,562 Square Feet more or less.

Return to:
Right of Way Division
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street S-1610
Miami, FL 33128-1970

Instrument prepared by:
Carlos D. Socarras, PLS.,
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A
State Road 826 Parcel No: 103.1
Item/Segment No.: 4184233
Managing District: 6

NW 77 Avenue
Section 14-53-40

COUNTY DEED

THIS COUNTY DEED, Made this ___ day of _____, A.D. 2012,
by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of
the State of Florida, whose address is: Stephen P. Clark Center, 111
NW 1st Street, Miami, Florida 33128-1963, Grantor, and the **FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT)**, whose address is 1000 NW 111
Avenue, Miami, Florida 33172, Grantee,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten
Dollars (\$10.00) to it in hand paid by the Grantee, receipt whereof is
hereby acknowledged, has granted, bargained and sold to the said
Grantee, its successors, and assigns forever, the following described
land lying and being in Miami-Dade County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is subject to the property being used for public and transportation purposes and other purposes incidental thereto, and when and if the aforementioned public use shall be discontinued, the title to the land described in Exhibit "A", attached, shall immediately revert to the Grantor, its successors and assigns, and it shall have the right to immediately repossess the same.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, including the transfer of all rights, responsibilities, and attendant liability, with respect to the subject property; and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____
Deputy Clerk

By: _____
Joe A. Martinez, Chairman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2012.

EXHIBIT "A"

Parcel 103

A parcel of land being a portion of the right-of-way of NW 77 Avenue dedicated to the County by Right-of-Way Deed dated June 24, 1963 recorded in Official Records Book 4326 at Page 340, and Right-of-Way Deed dated August 16, 1963 recorded in Official Records Book 4326 at Page 346, easterly of and abutting the Limited Access Right-of-Way Line of State Road 826 (Palmetto Expressway) as shown on those Florida Department of Transportation (FDOT) Right-of-Way Maps for Section 87260-2517 dated October 20, 1989 and Section 87260-2518 dated October 31, 1989, in the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 14, Township 53 South, Range 40 East, Miami-Dade County, Florida, and more particularly described as follows:

Commence at the West 1/4 corner of said Section 14; Thence S 01°43'40" E, along the West line of said Section 14, for 138.52 feet; Thence N 88°16'20" E, departing the previously described West line, for 100.00 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway said point being the Point of Beginning of the hereinafter described parcel; Thence continue N 88°16'20" E for 1.75 feet; Thence N 01°43'40" W, along a line parallel with and 1.75 feet easterly of, as measured at right angle, the previously described Limited Access Right-of-Way line, for 135.91 feet; Thence N 88°15'16" E for 3.00 feet; Thence N 01°44'44" W, along a line parallel with and 4.75 feet easterly of, as measured at right angle, the previously described Limited Access Right-of-Way line, for 224.39 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway; Thence along the previously described Limited Access Right-of-Way line for the following described three (3) courses; 1) Thence S 88°15'16" W for 4.75 feet; 2) Thence S 01°44'44" E for 224.39 feet to a point of intersection with the South line of the NW 1/4 of said Section 14; 3) Thence S 01°43'40" E for 135.91 feet to the Point of Beginning.

Containing 1,303 Square Feet more or less.

Return to:

Right of Way Division
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street S-1610
Miami, FL 33128-1970

Instrument prepared by:
Carlos D. Socarras, PLS.,
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A
State Road 826 Parcel No: 104.1
Item/Segment No.: 4184233
Managing District: 6

NW 77 Avenue
Section 14-53-40

COUNTY DEED

THIS COUNTY DEED, Made this _____ day of _____, A.D. 2012,
by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of
the State of Florida, whose address is: Stephen P. Clark Center, 111
NW 1st Street, Miami, Florida 33128-1963, Grantor, and the FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT), whose address is 1000 NW 111
Avenue, Miami, Florida 33172, Grantee,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten
Dollars (\$10.00) to it in hand paid by the Grantee, receipt whereof is
hereby acknowledged, has granted, bargained and sold to the said
Grantee, its successors, and assigns forever, the following described
land lying and being in Miami-Dade County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is subject to the property being used for public and transportation purposes and other purposes incidental thereto, and when and if the aforementioned public use shall be discontinued, the title to the land described in Exhibit "A", attached, shall immediately revert to the Grantor, its successors and assigns, and it shall have the right to immediately repossess the same.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, including the transfer of all rights, responsibilities, and attendant liability, with respect to the subject property; and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

ATTEST:
BY ITS BOARD OF
HARVEY RUVIN,
CLERK OF SAID BOARD

MIAMI-DADE COUNTY, FLORIDA
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Joe A. Martinez, Chairman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2012.

EXHIBIT "A"

Parcel 104

A parcel of land being a portion of the right-of-way of NW 77 Avenue dedicated to the County by Right-of-Way Deed dated May 14, 1963 recorded in Official Records Book 4283 at Page 48, Right-of-Way Deed dated May 16, 1980 recorded in Official Records Book 10966 at Page 408, and Right-of-Way Deed dated December 29, 1980 recorded in Official Records Book 11181 at Page 1369, easterly of and abutting the Limited Access Right-of-Way Line of State Road 826 (Palmetto Expressway) as shown on that Florida Department of Transportation (FDOT) Right-of-Way Map for Section 87260-2518 dated October 20, 1989, in the SW 1/4 of the NW 1/4 of Section 14, Township 53 South, Range 40 East, Miami-Dade County, Florida, and more particularly described as follows:

Commence at the West 1/4 corner of said Section 14; Thence N 01°44'44" W, along the West line of said Section 14, for 369.25 feet; Thence N 88°15'16" E, departing the previously described West line, for 100.00 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway said point being the Point of Beginning of the hereinafter described parcel; Thence continue N 88°15'16" E for 5.50 feet; Thence N 01°44'44" W, along a line parallel with and 5.50 feet easterly of, as measured at right angle, the previously described Limited Access Right-of-Way line, for 758.75 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway; Thence along the previously described Limited Access Right-of-Way line for the following described two (2) courses; 1) Thence S 88°15'16" W for 5.50 feet; 2) Thence S 01°44'44" E for 758.75 feet to the Point of Beginning.

Containing 4,173 Square Feet more or less.

Return to:

Right of Way Division
Miami-Dade County Public Works and
Waste Management Dept.
111 N.W. 1st Street S-1610
Miami, FL 33128-1970

Instrument prepared by:

Carlos D. Socarras, PLS.,
Miami-Dade County Public Works and
Waste Management Dept.
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A

State Road 826 Parcel No: 105.1

Item/Segment No.: 4184233

Managing District: 6

. NW 77 Avenue
. Section 14-53-40

COUNTY DEED

THIS COUNTY DEED, Made this _____ day of _____, A.D. 2012, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is: Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida 33128-1963, Grantor, and the FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), whose address is 1000 NW 111 Avenue, Miami, Florida 33172, Grantee,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors, and assigns forever, the following described land lying and being in Miami-Dade County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

This conveyance is subject to the property being used for public and transportation purposes and other purposes incidental thereto, and when and if the aforementioned public use shall be discontinued, the title to the land described in Exhibit "A", attached, shall immediately revert to the Grantor, its successors and assigns, and it shall have the right to immediately repossess the same.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, including the transfer of all rights, responsibilities, and attendant liability, with respect to the subject property; and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____

Deputy Clerk

By: _____

Joe A. Martinez, Chairman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, A.D. 2012.

EXHIBIT "A"

Parcel 105

A parcel of land being a portion of the right-of-way of NW 77 Avenue dedicated to the County by Right-of-Way Deed dated November 28, 1969 recorded in Official Records Book 7131 at Page 587, and Right-of-Way Deed dated May 16, 1980 recorded in Official Records Book 10966 at Page 408, easterly of and abutting the Limited Access Right-of-Way Line of State Road 826 (Palmetto Expressway) as shown on that Florida Department of Transportation (FDOT) Right-of-Way Map for Section 87260-2518 dated October 31, 1989, in the SW 1/4 of the NW 1/4 and the NW 1/4 of the NW 1/4 of Section 14, Township 53 South, Range 40 East, Miami-Dade County, Florida, and more particularly described as follows:

Commence at the West 1/4 corner of said Section 14; Thence N 01°44'44" W, along the West line of said Section 14, for 1275.50 feet; Thence N 88°15'16" E, departing the previously described West line, for 100.00 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway said point being the Point of Beginning of the hereinafter described parcel; Thence continue N 88°15'16" E, along the previously described Limited Access Right-of-way Line for 7.00 feet; Thence N 01°44'44" W, along a line parallel with and 7.00 feet easterly of, as measured at right angle, the previously described Limited Access Right-of-Way line, for 66.34 feet; Thence N 88°15'59" E, departing the previously described line, for 2.57 feet; Thence N 01°44'01" W for 55.00 feet; Thence S 88°15'59" W for 5.74 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway; Thence along the previously described Limited Access Right-of-Way line for the following described two (2) courses; 1) Thence S 02°15'07" W for 55.13 feet; 2) Thence S 01°44'44" E for 66.34 feet to the Point of Beginning.

Containing 885 Square Feet more or less.

Return to:

Right of Way Division
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street S-1610
Miami, FL 33128-1970

Instrument prepared by:

Carlos D. Socarras, PLS.,
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A

State Road 826 Parcel No: 106.1

Item/Segment No.: 4184233

Managing District: 6

NW 77 Avenue
Section 26-53-40

COUNTY DEED

THIS COUNTY DEED, Made this _____ day of _____, A.D. 2012,
by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of
the State of Florida, whose address is: Stephen P. Clark Center, 111 NW
1st Street, Miami, Florida 33128-1963, Grantor, and the FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT), whose address is 1000 NW 111
Avenue, Miami, Florida 33172, Grantee,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten
Dollars (\$10.00) to it in hand paid by the Grantee, receipt whereof is
hereby acknowledged, has granted, bargained and sold to the said
Grantee, its successors, and assigns forever, the following described
land lying and being in Miami-Dade County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Page 1 of 3

This conveyance is subject to the property being used for public and transportation purposes and other purposes incidental thereto, and when and if the aforementioned public use shall be discontinued, the title to the land described in Exhibit "A", attached, shall immediately revert to the Grantor, its successors and assigns, and it shall have the right to immediately repossess the same.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, including the transfer of all rights, responsibilities, and attendant liability, with respect to the subject property; and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____
Deputy Clerk

By: _____
Joe A. Martinez, Chairman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2012.

EXHIBIT "A"

Parcel 106

A parcel of land being a portion of the right-of-way of NW 77 Avenue dedicated to the County by MIAMI AIRPORT INDUSTRIAL PARK subdivision dated March 8, 1967 recorded in Plat Book 82 at Page 62 of the Public Records of Miami-Dade County, Florida, easterly of and abutting the Limited Access Right-of-Way Line of State Road 826 (Palmetto Expressway) as shown on those Florida Department of Transportation (FDOT) Right-of-Way Maps for Section 87260-2583 dated October 31, 1989 and Section 87260-2516 dated October 3, 1994, in the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 26, Township 53 South, Range 40 East, Miami-Dade County, Florida, and more particularly described as follows:

Commence at the SW. corner of said Section 26; Thence N 01°31'53" W, along the West line of said Section 26, for 1640.27 feet; Thence N 88°28'07" E, departing the previously described West line, for 104.16 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway said point being on a circular curve concave to the West and said point bears N 89°52'15" E from the center of said curve, and said point also being the Point of Beginning of the hereinafter described parcel; Thence Northerly along the arc of said curve to the left, having a radius of 11560.00 feet and a central angle of 1°25'11" for a distance of 286.46 feet to the point of tangency; Thence N 01°32'56" W for 681.13 feet; Thence N 01°42'21" W for 455.72 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway; Thence along the previously described Limited Access Right-of-Way line for the following described nine (9) courses; 1) Thence S 02°17'31" W for 106.55 feet; 2) Thence S 01°42'29" E for 351.01 feet; 3) Thence S 01°31'53" W for 401.42 feet; 4) Thence N 88°28'07" E for 7.00 feet; 5) Thence S 01°31'53" E for 147.50 feet; 6) Thence S 88°28'07" W for 7.00 feet; 7) Thence S 01°31'53" E for 91.08 feet; 8) Thence S 02°40'37" E for 125.11 feet to a point of curvature of a circular curve concave to the West; 9) Thence Southerly, along the arc of said curve to the left, having a radius of 8551.06 feet and a central angle of 1°20'45" for a distance of 200.87 feet to the Point of Beginning.

Containing 8,026 Square Feet more or less.

Return to:

Right of Way Division
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street S-1610
Miami, FL 33128-1970

Instrument prepared by:
Carlos D. Socarras, PLS.,
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A
State Road 826 Parcel No: 107.1
Item/Segment No.: 4184233
Managing District: 6

NW 77 Avenue
Section 23-53-40

COUNTY DEED

THIS COUNTY DEED, Made this _____ day of _____, A.D. 2012,
by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of
the State of Florida, whose address is: Stephen P. Clark Center, 111 NW
1st Street, Miami, Florida 33128-1963, Grantor, and the FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT), whose address is 1000 NW 111
Avenue, Miami, Florida 33172, Grantee,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten
Dollars (\$10.00) to it in hand paid by the Grantee, receipt whereof is
hereby acknowledged, has granted, bargained and sold to the said
Grantee, its successors, and assigns forever, the following described
land lying and being in Miami-Dade County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Page 1 of 3

This conveyance is subject to the property being used for public and transportation purposes and other purposes incidental thereto, and when and if the aforementioned public use shall be discontinued, the title to the land described in Exhibit "A", attached, shall immediately revert to the Grantor, its successors and assigns, and it shall have the right to immediately repossess the same.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, including the transfer of all rights, responsibilities, and attendant liability, with respect to the subject property; and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____

Deputy Clerk

By: _____

Joe A. Martinez, Chairman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2012.

EXHIBIT "A"

Parcel 107

A parcel of land being a portion of the right-of-way of NW 77 Avenue acquired by the County on Condemnation Case No. 58L-3405K dated September 2, 1959, Right-of-Way Deed dated November 8, 1961 recorded in Official Records Book 3611 at Page 152, Right-of-Way Deed dated December 15, 1964 recorded in Official Records Book 4571 at Page 338, Right-of-Way Deed dated August 31, 1964 recorded in Official Records Book 4672 at Page 510, Right-of-Way Deed dated April 6, 1965 recorded in Official Records Book 4672 at Page 514, Right-of-Way Deed dated March 2, 1979 recorded in Official Records Book 11700 at Page 714, Right-of-Way Deed dated October 26, 1984 recorded in Official Records Book 12627 at Page 1504, Right-of-Way Deed dated October 30, 1985 recorded in Official Records Book 12775 at Page 976, Right-of-Way Deed dated November 10, 1993 recorded in Official Records Book 16336 at Page 4173, and Right-of-Way Deed dated June 12, 2002 recorded in Official Records Book 21721 at Page 1732, easterly of and abutting the Limited Access Right-of-Way Line of State Road 826 (Palmetto Expressway) as shown on those Florida Department of Transportation (FDOT) Right-of-Way Maps Section 87260-2516 dated October 3, 1994 and Section 87260-2517 dated October 20, 1989, in the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 23, Township 53 South, Range 40 East, Miami-Dade County, Florida, and more particularly described as follows:

Commence at the SW. corner of said Section 23; Thence N 01°48'37" W, along the West line of said Section 23, for 1791.36 feet; Thence N 88°11'23" E, departing the previously described West line, for 103.51 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway said point being the Point of Beginning of the hereinafter described parcel; Thence N 01°48'37" W for 895.35 feet; Thence N 01°46'43" W for 161.79 feet; Thence N 88°13'17" E for 2.00 feet; Thence N 01°46'43" W for 100.00 feet; Thence S 88°13'17" W for 2.00 feet; Thence N 01°46'43" W for 391.30 feet; Thence S 88°12'30" W for 2.75 feet; Thence N 01°47'30" W for 685.79 feet to a point of intersection with the North Right-of-Way line of NW 54th Street; Thence S 89°55'07" W, along the previously described line, for 0.88 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway; Thence along the previously described Limited Access Right-of-Way line for the following described three (3) courses: 1) Thence S 01°47'25" E for 1342.05 feet; 2) Thence S 01°48'37" E for 804.48 feet; 3) Thence S 04°06'03" E for 87.80 feet to the Point of Beginning.

Containing 6,127 Square Feet more or less.

Return to:
Right of Way Division
Miami-Dade County Public Works and
Waste Management Dept.
111 N.W. 1st Street S-1610
Miami, FL 33128-1970

Instrument prepared by:
Carlos D. Socarras, PLS.,
Miami-Dade County Public Works and
Waste Management Dept.
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A
State Road 826 Parcel No: 108.1
Item/Segment No.: 4184233
Managing District: 6

NW 77 Court
Section 22-53-40

COUNTY DEED

THIS COUNTY DEED, Made this _____ day of _____, A.D. 2012,
by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of
the State of Florida, whose address is: Stephen P. Clark Center, 111 NW
1st Street, Miami, Florida 33128-1963, Grantor, and the FLORIDA
DEPARTMENT OF TRANSPORTATION (FDOT), whose address is 1000 NW 111
Avenue, Miami, Florida 33172, Grantee,

WITNESSETH:

THAT the Grantor, for and in consideration of the sum of Ten
Dollars (\$10.00) to it in hand paid by the Grantee, receipt whereof is
hereby acknowledged, has granted, bargained and sold to the said
Grantee, its successors, and assigns forever, the following described
land lying and being in Miami-Dade County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Page 1 of 3

This conveyance is subject to the property being used for public and transportation purposes and other purposes incidental thereto, and when and if the aforementioned public use shall be discontinued, the title to the land described in Exhibit "A", attached, shall immediately revert to the Grantor, its successors and assigns, and it shall have the right to immediately repossess the same.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, including the transfer of all rights, responsibilities, and attendant liability, with respect to the subject property; and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____
Deputy Clerk

By: _____
Joe A. Martinez, Chairman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2012.

EXHIBIT "A"

Parcel 108

A parcel of land being a portion of the right-of-way of NW 77 Court acquired by the County on Condemnation Case No. 58L-3405K dated September 2, 1959, Right-of-Way Deed dated January 12, 1959 recorded in Official Records Book 1214 at Page 211, and Right-of-Way Deed dated January 19, 1959 recorded in Official Records Book 1236 at Page 450, westerly of and abutting the Limited Access Right-of-Way Line of State Road 826 (Palmetto Expressway) as shown on that Florida Department of Transportation (FDOT) Right-of-Way Map for Section 87260-2517 dated October 20, 1989, in the SE 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida, and more particularly described as follows:

Commence at the NE. corner of said Section 22; Thence S 01°47'25" E, along the East line of said Section 22, for 672.41 feet; Thence S 88°12'35" W, departing the previously described East line, for 105.89 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway said point being the Point of Beginning of the hereinafter described parcel; Thence S 06°24'36" E for 24.84 feet; Thence S 01°47'30" E for 769.94 feet; Thence S 02°17'30" E for 442.48 feet to a point of intersection with the previously described Limited Access Right-of-way Line for State Road 826, Palmetto Expressway; Thence along the previously described Limited Access Right-of-Way line for the following described two (2) courses; 1) Thence N 01°47'25" W for 1228.83 feet; 2) Thence N 37°03'20" W for 10.20 feet to the Point of Beginning.

Containing 3,941 Square Feet more or less.

Return to:
Right of Way Division
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street S-1610
Miami, FL 33128-1970

Instrument prepared by:
Carlos D. Socarras, PLS.,
Miami-Dade County Public Works and
Waste Management Dept.
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A
State Road 826 Parcel No. 701.1
Item/Segment No. 4184233
Managing District: 6

NW 77 Court
Section 15-53-40

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT, Made this ___ day of _____, A.D. 2012, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address is: Stephen P. Clark, 111 NW 1st Street, Miami, Florida 33128-1963, Grantor, and STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is 1000 NW 111 Avenue, Miami, Florida 33172, Grantee,

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant to the Grantee, and its successors in interest, an easement to enter upon, and construct a median barrier wall and appurtenances thereto, within the following described land, situate, lying and being in the County of Miami-Dade, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall indemnify and hold harmless Grantor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the work authorized by the Grantor or its officers, employees, agents, servants, partners, principals or subcontractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantor, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 F.S., subject to the provisions of that Statute whereby the Grantee shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Grantee arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Grantee. Nothing in this instrument shall be construed to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this instrument to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this temporary easement.

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall require its Contractor to maintain, at all times during any work to be done in the Easement, access to those properties that front on said access roads at all times during the period of construction time through an approved Maintenance of Traffic Plan, and FDOT shall notice all property owners fronting on said access roads of its planned work within the public right-of-way, and shall include project telephone contact information as a part of said notification.

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall require its Contractor to maintain, at all times during any work to be done in the Easement, Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total or aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period, or in policy limit amounts as amended from time to time and/or in accordance with the requirements for the project that is the subject of this Easement. Grantee shall further require that grantor and grantee be named as additional insured. Grantee shall also require its Contractor to provide Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workers' Compensation Law for all employees. The grantee shall be responsible for any damage to grantor's property outside the easement area, resulting from any construction activities of the grantee within the easement area, and grantee shall cause the same to be repaired and/or restored to the same or similar condition which existed prior to such construction activities. Maintenance during construction shall be the responsibility of the Grantee and its Contractor. During construction activities, grantee will utilize the services of law enforcement officers when required by the most current version of Grantee's Standard Specifications for Road and Bridge Construction. Grantee's design and construct activities will be in accordance with grantee's design and construction standards as set forth in grantee's guidelines, standards, and procedures. Grantee shall have final decision authority with respect to the design of the project, the design review process, and construction activities. This grant of easement conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

The term of this temporary easement shall commence upon the execution of this instrument, and shall continue until December 31, 2018. Nothing herein shall be construed as a grant of permanent property rights from Grantor to Grantee.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____
Deputy Clerk

By: _____
Joe A. Martinez, Chairman Mayor

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, A.D. 2012.

EXHIBIT "A"

Parcel 701

A portion of the right-of-way of NW 77 Court as shown on the Florida Department of Transportation Right-of-Way Map for Section 87260-2517 dated October 20, 1989 and Section 87260-2518 dated October 31, 1989 in the NE 1/4 of the SE 1/4 and the S 3/4 of the NE 1/4 in Section 15, Township 53 South, Range 40 East, Miami Dade County, Florida, and more particularly described as follows:

Commence at the S.E. corner of said Section 15; thence N 01°43'40" W, along the East line of said Section 15, for 1290.93 feet; thence S 88°16'20" W, departing the previously described East line, for 109.36 feet to a point of intersection with the Limited Access Right-of-Way Line for State Road 826 said parcel; thence continue S 88°16'21" W for the hereinafter described parcel; thence continue S 88°16'21" W for 40.65 feet; thence along the Westerly right-of-way line of NW 77 Court and its Northerly and Southerly extension, for the following described three (3) courses; 1) thence N 01°43'40" W for 1379.36 feet; 2) thence N 01°44'44" W for 1763.29 feet to a point of curvature of a circular curve concave to the west; 3) thence Northwesterly, along the arc of said curve to the left, having a radius of 475.00 feet and a central angle of 22°44'28" for a distance of 188.53 feet to a point on said curve; thence N 65°30'48" E, departing the previously described curve, for 50.00 feet along a line radial to the following described right-of-way line, and a point on said curve concave to the Southwest; said point also being the point of intersection with the previously described Limited Access Right-of-Way Line for State Road 826; thence along the Limited Access Right-of-Way Line for State Road 826, for the following described ten (10) courses; 1) thence Southeasterly, along the arc of said curve to the right, having a radius of 525.00 feet and a central angle of 22°38'21" for a distance of 207.44 feet to the point of tangency; 2) thence S 01°44'44" E for 1786.72 feet; 3) thence S 01°43'40" E for 395.15 feet; 4) thence S 88°16'20" W for 7.00 feet; 5) thence S 01°43'40" E for 147.50 feet; 6) thence N 88°16'20" E for 7.00 feet; 7) thence S 01°43'40" E for 722.67 feet; 8) thence S 02°16'33" W for 19.31 feet; 9) thence N 87°43'27" W for 3.00 feet; 10) thence S 02°16'33" W for 71.79 feet to the Point of Beginning.

Containing 165,521 Square feet more or less or 3.800 acres more or less.

Return to:
Right of Way Division
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street S-1610
Miami, FL 33128-1970

Instrument prepared by:
Carlos D. Socarras, PLS.,
Miami-Dade County Public Works and
Waste Management Dept.
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A
State Road 826 Parcel No. 702.1
Item/Segment No. 4184233
Managing District: 6

NW 77 Avenue
Section 14-53-40

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT, Made this ___ day of _____, A.D. 2012,
by and between MIAMI-DADE COUNTY, a political subdivision of the State
of Florida, whose address is: Stephen P. Clark Center, 111 NW 1st
Street, Miami, Florida 33128-1963, Grantor, and STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION, whose address is 1000 NW 111th Avenue,
Miami, Florida 33172, Grantee,

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar
(\$1.00) to it in hand paid by the Grantee, the receipt whereof is hereby
acknowledged, and for other and further good and valuable
considerations, does hereby grant to the said Grantee, and its
successors in interest, an easement to enter upon, and construct a
median barrier wall and overhead signs and appurtenances thereto, within
the following described land, situate, lying and being in the County of
Miami-Dade, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall indemnify and hold harmless Grantor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the work authorized by the Grantor or its officers, employees, agents, servants, partners, principals or subcontractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantor, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 F.S., subject to the provisions of that Statute whereby the Grantee shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Grantee arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Grantee. Nothing in this instrument shall be construed to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this instrument to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this temporary easement.

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall require its Contractor to maintain, at all times during any work to be done in the Easement, access to those properties that front on said access roads at all times during the period of construction time through an approved Maintenance of Traffic Plan, and FDOT shall notice all property owners fronting on said access roads of its planned work within the public right-of-way, and shall include project telephone contact information as a part of said notification.

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall require its Contractor to maintain, at all times during any work to be done in the Easement, Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total or aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period, or in policy limit amounts as amended from time to time and/or in accordance with the requirements for the project that is the subject of this Easement. Grantee shall further require that grantor and grantee be named as additional insured. Grantee shall also require its Contractor to provide Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workers' Compensation Law for all employees. The grantee shall be responsible for any damage to grantor's property outside the easement area, resulting from any construction activities of the grantee within the easement area, and grantee shall cause the same to be repaired and/or restored to the same or similar condition which existed prior to such construction activities. Maintenance during construction shall be the responsibility of the Grantee and its Contractor. During construction activities, grantee will utilize the services of law enforcement officers when required by the most current version of Grantee's Standard Specifications for Road and Bridge Construction. Grantee's design and construct activities will be in accordance with grantee's design and construction standards as set forth in grantee's guidelines, standards, and procedures. Grantee shall have final decision authority with respect to the design of the project, the design review process, and construction activities. This grant of easement conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

The term of this temporary easement shall commence upon the execution of this instrument, and shall continue until December 31, 2018. Nothing herein shall be construed as a grant of permanent property rights from Grantor to Grantee.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____
Deputy Clerk

By: _____
Joe A. Martinez, Chairman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2012.

EXHIBIT "A"

Parcel 702

A portion of the right-of-way of NW 77 Avenue as shown on the Florida Department of Transportation Right-of-Way Maps for Section 87260-2517 dated October 20, 1989 and Section 87260-2518 dated October 31, 1989 in the NW 1/4 of the SW 1/4 and the S 3/4 of the NW 1/4 in Section 14, Township 53 South, Range 40 East, Miami Dade County, Florida, and more particularly described as follows:

Commence at the S.W. corner of said Section 14; thence N 01°43'40" W, along the West line of said Section 14, for 2311.42 feet; thence N 88°16'20" E, departing the previously described West line, for 100.00 feet to a point of intersection with the Limited Access Right-of-way Line for State Road 826 said point being also the Point of Beginning of the hereinafter described parcel; thence N 89°44'29" E for 40.01 feet to a point of intersection with the Easterly right-of-way line of NW 77 Avenue; thence along said Easterly right-of-way line, and its southerly and northerly extensions, for the following described two (2) courses; 1) thence N 01°43'40" W, for 333.18 feet; 2) thence N 01°44'44" W, for 657.17 feet to a point of intersection with the centerline of NW 68 Street; thence N 89°45'01" E, along the previously described centerline, for 10.00 feet to a point of intersection with the Easterly right-of-way line of NW 77 Avenue extended Southerly; thence N 01°44'44" W, along the previously described Easterly right-of-way line of NW 77 Avenue and its northerly and southerly extension, for 762.64 feet; thence S 88°15'59" W, departing the previously described line, for 44.64 feet to a point of intersection with the Limited Access Right-of-Way Line for said State Road 826; thence along the previously described Limited Access Right-of-Way Line, for the following described eleven (11) courses; 1) thence S 02°15'07" W for 76.88 feet; 2) thence S 01°44'44" E for 66.34 feet; 3) thence N 88°15'16" E for 7.00 feet; 4) thence S 01°44'44" E for 147.50 feet; 5) thence S 88°15'16" W for 7.00 feet; 6) thence S 01°44'44" E for 758.75 feet; 7) thence N 88°15'16" E for 7.00 feet; 8) thence S 01°44'44" E for 147.50 feet; 9) thence S 88°15'16" W for 7.00 feet; 10) thence S 01°44'44" E for 224.39 feet; 11) thence S 01°43'40" E for 330.52 feet to the Point of Beginning.

Containing 75,444 Square Feet more or less or 1.732 acres more or less.

Return to:
Right of Way Division
Miami-Dade County Public Works and
Waste Management Dept.
111 N.W. 1st Street S-1610
Miami, FL 33128-1970

Instrument prepared by:
Carlos D. Socarras, FLS.,
Miami-Dade County Public Works and
Waste Management Dept.
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A
State Road 826 Parcel No. 703.1
Item/Segment No. 4184233
Managing District: 6

NW 77 Avenue
Section 26-53-40

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT, Made this ___ day of _____, A.D. 2012, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose address is: Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida 33128-1963, party of the first part, and **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, whose address is 1000 NW 111th Avenue, Miami, Florida 33172, party of the second part,

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant to the said Grantee, and its successors in interest, an easement to enter upon, and construct a median barrier wall and overhead signs and appurtenances thereto, within the following described land, situate, lying and being in the County of Miami-Dade, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall indemnify and hold harmless Grantor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the work authorized by the Grantor or its officers, employees, agents, servants, partners, principals or subcontractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantor, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 F.S., subject to the provisions of that Statute whereby the Grantee shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Grantee arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Grantee. Nothing in this instrument shall be construed to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this instrument to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this temporary easement.

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall require its Contractor to maintain, at all times during any work to be done in the Easement, access to those properties that front on said access roads at all times during the period of construction time through an approved Maintenance of Traffic Plan, and FDOT shall notice all property owners fronting on said access roads of its planned work within the public right-of-way, and shall include project telephone contact information as a part of said notification.

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall require its Contractor to maintain, at all times during any work to be done in the Easement, Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total or aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period, or in policy limit amounts as amended from time to time and/or in accordance with the requirements for the project that is the subject of this Easement. Grantee shall further require that grantor and grantee be named as additional insured. Grantee shall also require its Contractor to provide Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workers' Compensation Law for all employees. The grantee shall be responsible for any damage to grantor's property outside the easement area, resulting from any construction activities of the grantee within the easement area, and grantee shall cause the same to be repaired and/or restored to the same or similar condition which existed prior to such construction activities. Maintenance during construction shall be the responsibility of the Grantee and its Contractor. During construction activities, grantee will utilize the services of law enforcement officers when required by the most current version of Grantee's Standard Specifications for Road and Bridge Construction. Grantee's design and construct activities will be in accordance with grantee's design and construction standards as set forth in grantee's guidelines, standards, and procedures. Grantee shall have final decision authority with respect to the design of the project, the design review process, and construction activities. This grant of easement conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

The term of this temporary easement shall commence upon the execution of this instrument, and shall continue until December 31, 2018. Nothing herein shall be construed as a grant of permanent property rights from Grantor to Grantee.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____
Deputy Clerk

By: _____
Joe A. Martinez, Chairman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2012.

EXHIBIT "A"

Parcel 703

A portion of the right-of-way of NW 77 Avenue as shown on those Florida Department of Transportation (FDOT) Right-of-Way Maps for Section 87260-2583 dated October 31, 1989 and Section 87260-2516 dated October 3, 1994, in the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 26, Township 53 South, Range 40 East, Miami-Dade County, Florida, and more particularly described as follows:

Commence at the SW corner of said Section 26; thence N 01°31'53" W, along the West line of said Section 26, for 1590.26 feet; thence N 88°28'07" E, departing the previously described West line, for 103.84 feet to a point of intersection with the Limited Access Right-of-way Line for State Road 826, said point being also the Point of Beginning of the hereinafter described parcel; thence continue N 88°28'07" E for 46.16 feet to a point of intersection with the Easterly Right-of-way line of NW 77 Avenue; thence along said Easterly Right-of-way Line, and its northerly and southerly extensions, for the following described two (2) courses; 1) thence N 01°31'53" W, for 1016.60 feet; 2) thence N 01°42'29" W, for 499.74 feet; thence S 88°17'31" W, departing the previously described line, for 39.57 feet to a point of intersection with the Limited Access Right-of-way Line for said State Road 826; thence along the previously described Limited Access Right-of-way Line, for the following described nine (9) courses; 1) thence S 02°17'31" W for 149.58 feet; 2) thence S 01°42'29" E for 351.01 feet; 3) thence S 01°31'53" E for 401.42 feet; 4) thence N 88°28'07" E for 7.00 feet; 5) thence S 01°31'53" E for 147.50 feet; 6) thence S 88°28'07" W for 7.00 feet; 7) thence S 01°31'53" E for 91.08 feet; 8) thence S 02°40'37" E for 125.11 feet to a point of curvature of a circular curve concave to the West; 9) thence Southerly, along the arc of said curve to the right, having a radius of 8551.06 feet and a central angle of 1°40'52" for a distance of 250.89 feet to the Point of Beginning.

Containing 72,897 Square Feet more or less or 1.674 acres more or less.

Return to:
Right of Way Division
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street S-1610
Miami, FL 33128-1970

Instrument prepared by:
Carlos D. Socarras, PLS.,
Miami-Dade County Public Works and
Waste Management Dept.,
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A
State Road 826 Parcel No. 704.1
Item/Segment No. 4184233
Managing District: 6

NW 77 Avenue
Section 23-53-40

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT, Made this ___ day of _____, A.D. 2012, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose address is: Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida 33128-1963, Grantor, and STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is 1000 NW 111th Avenue, Miami, Florida 33172, Grantee,

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant to the said Grantee, and its successors in interest, an easement to enter upon, and construct a median barrier wall and overhead signs and appurtenances thereto, within the following described land, situate, lying and being in the County of Miami-Dade, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall indemnify and hold harmless Grantor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the work authorized by the Grantor or its officers, employees, agents, servants, partners, principals or subcontractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantor, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 F.S., subject to the provisions of that Statute whereby the Grantee shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Grantee arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Grantee. Nothing in this instrument shall be construed to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this instrument to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this temporary easement.

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall require its Contractor to maintain, at all times during any work to be done in the Easement, access to those properties that front on said access roads at all times during the period of construction time through an approved Maintenance of Traffic Plan, and EDOT shall notice all property owners fronting on said access roads of its planned work within the public right-of-way, and shall include project telephone contact information as a part of said notification.

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall require its Contractor to maintain, at all times during any work to be done in the Easement, Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total or aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period, or in policy limit amounts as amended from time to time and/or in accordance with the requirements for the project that is the subject of this Easement. Grantee shall further require that grantor and grantee be named as additional insured. Grantee shall also require its Contractor to provide Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workers' Compensation Law for all employees. The grantee shall be responsible for any damage to grantor's property outside the easement area, resulting from any construction activities of the grantee within the easement area, and grantee shall cause the same to be repaired and/or restored to the same or similar condition which existed prior to such construction activities. Maintenance during construction shall be the responsibility of the Grantee and its Contractor. During construction activities, grantee will utilize the services of law enforcement officers when required by the most current version of Grantee's Standard Specifications for Road and Bridge Construction. Grantee's design and construct activities will be in accordance with grantee's design and construction standards as set forth in grantee's guidelines, standards, and procedures. Grantee shall have final decision authority with respect to the design of the project, the design review process, and construction activities. This grant of easement conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

The term of this temporary easement shall commence upon the execution of this instrument, and shall continue until December 31, 2018. Nothing herein shall be construed as a grant of permanent property rights from Grantor to Grantee.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____
Deputy Clerk

By: _____
Joe A. Martinez, Chairman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2012.

EXHIBIT "A"

Parcel 704

A Portion of the right-of-way of NW 77 Avenue as shown on those Florida Department of Transportation (FDOT) Right-of-Way Maps Section 87260-2516 dated October 3, 1994 and Section 87260-2517 dated October 20, 1989, in the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4 of Section 23, Township 53 South, Range 40 East, Miami-Dade County, Florida, and more particularly described as follows:

Commence at the SW corner of said Section 23; thence N 01°48'37" W, along the West line of said Section 23, for 1716.36 feet; thence N 88°11'23" E, departing the previously described West line, for 106.51 feet to a point of intersection with the Limited Access Right-of-way Line for State Road 826, said point being also the Point of Beginning of the hereinafter described parcel; thence continue N 88°11'23" E for 33.49 feet to a point of intersection with the Easterly Right-of-Way line of NW 77 Avenue; thence along said Easterly Right-of-way Line, and its northerly and southerly extensions, for the following described four (4) courses; 1) thence N 01°48'37" W, for 630.21 feet; 2) thence S 89°55'40" E, for 10.01 feet; 3) thence N 01°48'37" W for 340.78 feet; 4) Thence N 01°47'25" W for 653.44 feet to a point of intersection with the centerline of NW 52 Street; thence N 89°56'56" W, along the previously described line, for 10.01 feet; Thence along the previously described Easterly Right-of-way Line of NW 77 Avenue, and its northerly and southerly extensions, for the following described three (3) courses; 1) Thence N 01°47'25" W for 329.31 feet; 2) thence N 89°59'06" E for 10.01 feet; 3) thence N 01°47'25" W for 354.33 feet to a point of intersection with the North Right-of-Way line of NW 54 Street; thence S 89°55'07" W, along the previously described North Right-of-way line of said NW 54 Street, for 50.02 feet to a point of intersection with the Limited Access Right-of-way Line for said State Road 826; thence along the previously described Limited Access Right-of-way Line, for the following described three (3) courses; 1) thence S 01°47'25" E for 1342.05 feet; 2) thence S 01°48'37" E for 804.48 feet; 3) thence S 04°06'03" E for 162.87 feet to the Point of Beginning.

Containing 105,304 Square Feet more or less or 2.417 acres more or less.

Return to:

Right of Way Division
Miami-Dade County Public Works and
Waste Management Dept
111 N.W. 1st Street S-1610
Miami, FL 33128-1970

Instrument prepared by:
Carlos D. Socarras, PLS.,
Miami-Dade County Public Works and
Waste Management Dept.
111 N.W. 1st Street
Miami, FL 33128-1970

Folio No. N/A

State Road 826 Parcel No. 705.1

Item/Segment No. 4184233

Managing District: 6

NW 77 Court

Section 22-53-40

TEMPORARY EASEMENT

THIS TEMPORARY EASEMENT, Made this ___ day of _____, A.D. 2012, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose address is: Stephen P. Clark Center, 111 NW 1st Street, Miami, Florida 33128-1963, Grantor, and **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, whose address is 1000 NW 111th Avenue, Miami, Florida 33172, Grantee,

WITNESSETH:

That the Grantor, for and in consideration of the sum of One Dollar (\$1.00) to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and for other and further good and valuable considerations, does hereby grant to the said Grantee, and its successors in interest, an easement to enter upon, and construct a median barrier wall and overhead signs and appurtenances thereto, within the following described land, situate, lying and being in the County of Miami-Dade, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall indemnify and hold harmless Grantor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Grantor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the work authorized by the Grantor or its officers, employees, agents, servants, partners, principals or subcontractors. Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Grantor, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 F.S., subject to the provisions of that Statute whereby the Grantee shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Grantee arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Grantee. Nothing in this instrument shall be construed to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this instrument to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this temporary easement.

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall require its Contractor to maintain, at all times during any work to be done in the Easement, access to those properties that front on said access roads at all times during the period of construction time through an approved Maintenance of Traffic Plan, and FDOT shall notice all property owners fronting on said access roads of its planned work within the public right-of-way, and shall include project telephone contact information as a part of said notification.

This Temporary Easement is granted upon the express condition and understanding that: Grantee shall require its Contractor to maintain, at all times during any work to be done in the Easement, Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total or aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period, or in policy limit amounts as amended from time to time and/or in accordance with the requirements for the project that is the subject of this Easement. Grantee shall further require that grantor and grantee be named as additional insured. Grantee shall also require its Contractor to provide Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workers' Compensation Law for all employees. The grantee shall be responsible for any damage to grantor's property outside the easement area, resulting from any construction activities of the grantee within the easement area, and grantee shall cause the same to be repaired and/or restored to the same or similar condition which existed prior to such construction activities. Maintenance during construction shall be the responsibility of the Grantee and its Contractor. During construction activities, grantee will utilize the services of law enforcement officers when required by the most current version of Grantee's Standard Specifications for Road and Bridge Construction. Grantee's design and construct activities will be in accordance with grantee's design and construction standards as set forth in grantee's guidelines, standards, and procedures. Grantee shall have final decision authority with respect to the design of the project, the design review process, and construction activities. This grant of easement conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

The term of this temporary easement shall commence upon the execution of this instrument, and shall continue until December 31, 2018. Nothing herein shall be construed as a grant of permanent property rights from Grantor to Grantee.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

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

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____
Deputy Clerk

By: _____
Joe A. Martinez, Chairman

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, A.D. 2012.

EXHIBIT "A"

Parcel 705

A portion of the right-of-way of NW 77 Court as shown on that Florida Department of Transportation (FDOT) Right-of-Way Map for Section 87260-2517 dated October 20, 1989, in the SE 1/4 of the NE 1/4 and the NE 1/4 of the NE 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida, and more particularly described as follows:

Commence at the NE corner of said Section 22; thence S 01°47'25" E, along the East line of said Section 22, for 630.04 feet; thence S 88°12'35" W, departing the previously described East line, for 135.84 feet to a point of intersection with the Limited Access Right-of-way Line for State Road 826t, said point being also the Point of Beginning of the hereinafter described parcel; thence S 01°46'12" E along the Westerly Right-of-Way line of NW 77 Court and its Northerly and Southerly extension, for 1366.50 feet to a point of intersection with the Southerly Right-of-Way line of NW 52 Street; thence N 89°36'27" E along the previously described line, for 36.34 feet to a point of intersection with the Limited Access Right-of-way Line for said State Road 826; thence along the previously described line for the following described two (2) courses; 1) thence N 01°47'25" W for 1316.70 feet; 2) thence N 37°03'20" W for 62.08 feet to the Point of Beginning.

Containing 48,418 Square feet more or less or 1.112 acres more or less.

