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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 11(A)(3)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 3, 2013

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

SUBJECT: Resolution authorizing and approving, pursuant to Section 125.37, Florida Statutes, the exchange of certain County real property located at approximately N.W. 34th Street & N.W. 84th path (appraised at $11,700.00)
Resolution No. R-1003-13

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 3, 2013

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

SUBJECT: Agenda Item No. 11(A)(3)

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 Mayor'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. 11(A)(3)
12-3-13

RESOLUTION NO. R-1003-13

RESOLUTION AUTHORIZING AND APPROVING, PURSUANT TO SECTION 125.37, FLORIDA STATUTES, THE EXCHANGE OF CERTAIN COUNTY REAL PROPERTY LOCATED AT APPROXIMATELY N.W. 34th STREET & N.W. 84TH PATH (APPRAISED AT $11,700.00) FOR OTHER REAL PROPERTY OWNED BY PARK SQUARE 1, LLC LOCATED AT APPROXIMATELY N.W. 34TH STREET & N.W. 84TH PATH (APPRAISED AT $34,400.00); AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO COMPLETE SUCH EXCHANGE OF LANDS AND TO EXECUTE THE AGREEMENT WITH PARK SQUARE 1, LLC, IN CONNECTION THEREWITH; AUTHORIZING THE COMMISSION CHAIRPERSON OR VICE-CHAIRPERSON TO EXECUTE A COUNTY DEED; AUTHORIZING ACCEPTANCE OF A DEED FROM PARK SQUARE 1, LLC; AUTHORIZING PARK SQUARE 1, LLC TO RELOCATE A FUEL TANK AND VARIOUS APPURTENANCES TO PUMP STATION 1227, AT ITS SOLE COST, TO THE LAND TO BE OWNED BY THE COUNTY AFTER THE EXCHANGE; AUTHORIZING PARK SQUARE 1, LLC TO UTILIZE CERTAIN PARTS FROM PUMP STATION 1227 IN THE RELOCATION OF THE FUEL TANK AND APPURTENANCES; AND AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO VACATE AN EXISTING EASEMENT

WHEREAS, the County is the owner of real property, bearing Folio Number 35-3027-067-3290, located at approximately N.W. 34th Street & N.W. 84th Path, in Miami-Dade County, Florida, legally described in Exhibit "1," attached hereto and incorporated herein (the "County Property"); and

WHEREAS, a fuel tank and various appurtenances for County Pump Station 1227 are currently located on the County-owned property adjacent to the County Property; and

WHEREAS, Park Square 1, LLC ("Park Square") is the owner of real property located at N.W. 34th Street & N.W. 84th Path, in Miami-Dade County, Florida, legally described in Exhibit "2," attached hereto and incorporated herein (the "Park Square Property"), which is a portion of the property bearing Folio Number 35-3027-067-3190; and

WHEREAS, the Park Square Property may be used for providing access to a housing development adjacent to the County Property, and the County Property is not needed for County purposes; and

WHEREAS, this Board finds that, pursuant to Section 125.37 of the Florida Statutes, it is in the best interests of the County to exchange the County Property for the Park Square Property; and

WHEREAS, Park Square (1) is willing to relocate the fuel tank and various appurtenances for Pump Station 1227 at its sole cost and expense to the Park Square Property as set forth in the Agreement to Exchange Property (the "Agreement") attached hereto as Exhibit 3, and (2) is willing to install a new manhole, relocate a backflow preventer and telemetry antenna, re-fence the County-owned property adjacent to the County Property, pave over the area from which the fuel tank will be moved, pave a driveway to the Park Square Property for the County's use, and erect a sidewalk on the Park Square Property; and

WHEREAS, an appraisal was conducted of both the County Property and the Park Square Property, and the County Property was appraised at $11,700.00 and the Park Square Property was appraised at $34,400.00; and

WHEREAS, the County currently possesses an easement on land owned by Park Square, more particularly described in Exhibit D of the Agreement attached hereto as Exhibit 3, which must be released in order to assist Park Square with its multi-family housing development; and

WHEREAS, in exchange for the easement the County will release, Park Square will dedicate a new easement to the County on the property more particularly described in Exhibit C to the Agreement attached hereto as Exhibit 3, with such easement to be used by the County for location and maintenance of its facilities,

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

Section 1. Incorporates and re-adopts the foregoing recitals as though fully set forth herein.

Section 2. Finds and determines that the County Property will be exchanged for the Park Square Property.

Section 3. Authorizes Park Square or its agent to remove and relocate, at its sole expense, the fuel tank and various appurtenances necessary for the operation of the County's Pump Station 1227 to the Park Square Property as well as complete relocation of a backflow preventer and installation of a new manhole on another parcel of County-owned property that is adjacent to the County Property.

Section 4. Authorizes Park Square or its agent to utilize parts from Pump Station 1227, which parts are more specifically identified in the Agreement attached hereto as Exhibit 3, including the fuel tank and various valves, vents, lines and antennas, when relocating the fuel tank to the Park Square Property.

Section 5. Authorizes the County Mayor or County Mayor's designee to execute the Agreement with Park Square, in substantially the form attached hereto as Exhibit 3.

Section 6. Authorizes the County Mayor or County Mayor's designee to join in such permits, licenses, approvals or other administrative documents as may be necessary for the relocation of the fuel tank necessary for operation of Pump Station 1227.

Section 7. Authorizes the Commission Chairperson or Commission Vice-Chairperson to execute and deliver a statutory County deed conveying the County Property.

Section 8. Authorizes the Commission Chairperson or Commission Vice-Chairperson to accept a deed from Park Square conveying the Park Square Property and to file said deed in the public records of Miami-Dade County.

Section 9. Authorizes the County's Mayor or Mayor's designee to release the easement currently belonging to the County on the property legally described on Exhibit D to the Agreement attached hereto as Exhibit 3.

Section 10. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or the County Mayor's designee to record the instruments of conveyance accepted herein in the Public Records of Miami-Dade County, Florida; and to provide a recorded copy of the instruments to the Clerk of the Board within thirty (30) days of execution of said instruments; and directs the Clerk of the Board to attach and permanently store recorded copies together with this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Jose "Pepe" Diaz. It was offered by Commissioner **Lynda Bell**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of December, 2013. 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. SED

Sara E. Davis

EXHIBIT 1

Parcel A:
The Southeast 20.25 feet of Tract L, Park Square at Doral, according to the Plat thereof as recorded in Plat Book 167, Page 26 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the most southerly west corner of said Tract L; thence north 25'08'00 east along a northwesterly line of said Tract L 20.25 feet; thence south 64'51'52" east 20.00 feet; thence south 25'08'00 west along the southeast line of said Tract L 20.25 feet; thence north 64'51'52" west along a southwesterly line of said Tract L 20.00 feet to the point of beginning. Containing 405 square feet, more or less.

EXHIBIT 2

Parcel B

A portion of Tract A, of Park Square at Doral, according to the Plat thereof recorded in Plat Book 167, Page 26 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the most northerly west corner of Tract L of said Plat; thence north 25'08'00" east along the northeasterly extension of the most westerly line of said Tract L 18.25 feet; thence south 64'52'00" east on a line 18.25 feet northerly and parallel with the most northerly line of said Tract L 65.00 feet to the intersection with the northeasterly extension of the most easterly line of said Tract L; thence south 25'08'00" west on said northeasterly extension 18.25 feet; thence north 64'52'00" west along the most northerly line of said Tract L 65.00 feet to the point of beginning. Containing 1,186 square feet, more or less.

EXHIBIT 3

AGREEMENT TO EXCHANGE PROPERTY

This Agreement made this _____ day of _____, 2013 (the "Effective Date"), by and between Miami-Dade County, Florida, hereinafter referred to as the **"County"** and Park Square 1, LLC, hereinafter referred to as **"Park Square"** (collectively, the "Parties").

That the County, in consideration of the promises and agreements of Park Square, hereafter contained, for itself, its successors and assigns, hereby promises and agrees to convey to Park Square, a portion of a County-owned parcel, with Folio Number 35-3027-067-3290, located at the Southwest 20.25 feet of Tract L of Park Square at Doral, according to the plat thereof as recorded in Plat Book 167 at Page 26 of the Public Records of Miami-Dade County, Florida, more particularly described in Exhibit A ("Parcel A"), attached hereto and made a part hereof. The County further hereby promises and agrees to vacate that portion of an easement recorded in Official Records Book 26698, Page 1982, of the Public Records of Miami-Dade County more particularly described in Exhibit D ("Easement Parcel D"). Such conveyance and vacation of easement will occur after: (1) Park Square has relocated those elements of County Pump Station 1227 related to the fuel tank and its appurtenances located on the County property that is adjacent to Parcel A (the "Relocated Facilities"), at its sole cost and expense, to the property, more particularly described in Exhibit B and constructed a concrete slab over the old location of the fuel tank on the County property that is adjacent to Parcel A, (2) Park Square has installed a new manhole, relocated a water service and a backflow preventer, relocated the telemetry antenna and completed the fencing around the County property that is adjacent to Parcel A (the "Other Facilities"), at its sole cost and expense, and (3) has dedicated to the County an easement to access, construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect water transmission and distribution facilities over the property more particularly described in Exhibit C ("Easement Parcel C").

In consideration for said promises and agreements of the County, Park Square hereby promises and agrees to: (1) convey to the County a property owned by them, located within Tract A, of Park Square at Doral, according to the plat thereof, as recorded in Plat Book 167 at Page 26 of the Public Records of Miami-Dade County, Florida, more particularly described in Exhibit B ("Parcel B"), attached hereto and made a part hereof, which is a portion of the property bearing the Folio Number 35-3027-067-3190; and (2) relocate the Relocated Facilities and Other Facilities, at its sole cost and expense, to Parcel B or onto the County property that is adjacent to Parcel A and constructed a concrete slab over the prior location of the fuel tank. Such relocation will be done in the manner more particularly described below. Park Square further promises and agrees to dedicate an easement to access, construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect water transmission and distribution facilities over the property more particularly described in Exhibit C. Before conveying Parcel B to the County, Park Square also agrees to: (1) erect a sidewalk around the new fuel tank location and (2) asphalt a driveway along the Easement Parcel C.

The terms and conditions of this Agreement, which shall become a contract between the parties upon signing by both parties and adoption of the Agreement by the Miami-Dade County Board of County Commissioners, are as follows:

1. It is understood and agreed that no cash consideration will be paid by either party. Park Square will be responsible for providing property descriptions and parcel sketches which are acceptable to both parties.

2. Park Square and the County agree it is the intent of the parties hereto that this transaction does not represent individual sales of properties, but to the contrary, is one interdependent transaction constituting a fair exchange of properties for good and valuable consideration.

3. Park Square has already, or will at the time of execution of this Agreement, provide the County with an opinion of title from an attorney licensed to practice law in the State of Florida with respect to the properties identified on Exhibit B and Exhibit C. In the event that the condition of title is objectionable to the County for any reason, Park Square shall have the right, but not the obligation, to deliver or cause to be delivered to the acquiring party, at Park Square's expense, such deeds, releases, affidavits or other title instruments as may be required to cure the title objections. Should Park Square fail, or be unwilling to cure the title objections within thirty (30) days, the County may elect to terminate this Agreement by giving written notice of such intent, upon which both parties shall be released of all obligations with respect to each other under this Agreement.

4. Upon completion of the relocation of the Relocated Facilities/Other Facilities, and after the County has been notified in writing of completion and has been given ten (10) business days to complete its inspection of the Relocated Facilities/Other Facilities and acceptance of the new Relocated Facilities/Other Facilities by WASD including all required conveyance documents, the parties agree to convey to each other the properties described in Exhibits A and B attached hereto, and to dedicate and release the easements described in Exhibits C and D, respectively. The County shall convey by County Deed in substantially the form attached hereto as Exhibit E, and Park Square shall convey by Quitclaim Deed in substantially the same form as attached hereto as Exhibit F. The County shall release its easement by substantially the form attached hereto as Exhibit G, and Park Square shall dedicate its easement by substantially the form attached hereto as Exhibit H. The exchange of deeds/closing will take place on the 11th business day after the County has been notified in writing of completion of the relocation of the Relocated Facilities/Other Facilities, unless the County determines that the Relocated Facilities/Other Facilities has not been

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completed to its satisfaction. The County will provide Park Square with notice in writing of the defects within the ten (10) business day inspection period. If the Relocated Facilities/Other Facilities have not been completed to the County's satisfaction, then the exchange of deeds will take place on the 11th business day after the County has been notified in writing that the defects in the Relocated Facilities have been corrected and the County has been given a new ten (10) business day opportunity to inspect the Relocated Facilities/Other Facilities and has agreed that it is acceptable.

5. Park Square shall pay all taxes or fees imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance such revenue and documentary stamps as may be required by law. Park Square shall also pay all other costs of this transaction, including but not limited to, any escrow fees and survey costs.

6. The parties shall have the immediate right to possession of the respective property after recordation of the respective deeds.

7. The County and Park Square each represent to the other that it has not employed or retained any person or agency to solicit or secure this Agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the non-breaching party the right to annul the Agreement without liability, or in its discretion, to recover from the other the amount of such commission, percentage, brokerage, or contingent fee.

8. Park Square, at its sole cost and expense, shall be responsible for the design of the pump station facilities and any ancillary improvements required in connection with the relocation of the Relocated Facilities/Other Facilities as well as for obtaining any and all approvals as may be required by the County, City or any other agency, including the Miami-Dade Water & Sewer Department ("WASD") in connection with the relocation. Park Square shall also be responsible for the performance of all construction obligations required for the relocation, the re-routing of any sewer lines required for the relocation and the installation of the new pump station facilities. Park Square shall have the right to select such qualified architects, design professionals, engineers, contractors, subcontractors and consultants as Park Square, in the exercise of its discretion, shall determine to be appropriate in connection with the relocation.

9. The Relocated Facilities/Other Facilities will be relocated from the County property that is adjacent to Parcel A to Parcel B in the following steps prior to transfer of the Parcels:

a. Park Square shall obtain the County's approval of the plans for the relocation of the Relocated Facilities/Other Facilities, including re-routing of any sewer lines necessary for the relocation. Park Square shall consult with WASD at least thirty (30) days prior to submitting an application for the County's issuance of any permits. Any changes requested by WASD or the County shall be made in writing within thirty (30) days of WASD's receipt of the permit application. If Park Square does not agree to the changes requested by WASD or the County and/or the permit application for the relocation of the Relocated Facilities is denied by the County, Park Square may terminate this Agreement by providing written notice to the County in accordance with the terms of this Agreement within ten (10) days of the denial of the permit or the request for a condition(s) by WASD to which Park Square does not agree.

b. After approval of plans and permit issuance for the relocation of the Relocated Facilities/Other Facilities, Park Square will relocate the Relocated Facilities/Other Facilities from the County property that is adjacent to Parcel A to Parcel B or within the County property that is adjacent to Parcel A with no disruption of service to any person or entity connected to or utilizing Pump Station 1227.

c. In relocating the Relocated Facilities/Other Facilities, Park Square will utilize the following parts of the existing Pump Station 1227:

1. Existing 1,000 gallon above ground Convault fuel tank with rupture containment
2. Existing fuel fill connection with spill containment
3. Existing Fuel tank vents
4. Existing Level gauge indicator
5. Existing Fuel day tank
6. Existing fuel supply and return lines
7. Existing anti-siphon valves
8. All supplemental equipment required for the installation and operation of a functioning fuel tank is proposed to be reused should it be found acceptable for such during permitting and field verification.
9. Existing telemetry antenna
10. All supplemental equipment required for the installation and operation of a functioning telemetry system is proposed to be reused should it be found acceptable by WASD for such during permitting and field verification.

These parts are currently County assets, and, through this Agreement and the acceptance of this Agreement by the Miami-Dade Board of County Commissioners, consent by the County is given to the transfer of these specific parts to Park Square with the understanding that the Relocated Facilities will be donated back to the County simultaneously with the land exchange of Parcel B to the County and Parcel A to Park Square.

10. Park Square will provide a warranty of three-years for the Relocated Facilities/Other Facilities on Parcel B and the County property that is adjacent to Parcel A, including a warranty for all parts utilized from the current Pump Station 1227 located on the County property that is adjacent to Parcel A, whether the manufacturer's warranty previously expired for such parts or not. The three-year period for purposes of the warranty will commence as of the date of the land transfer.

11. Park Square intends to develop Parcel "A" as part of a multifamily housing project. In order to facilitate the proposed project's advancement, the County will join in such permits, licenses, approvals or other administrative documents necessary for relocation of the Relocated Facilities.

12. Park Square shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 this Agreement by Park Square or its assignees, successors, employees, agents, servants, partners principals or subcontractors, including but not limited to, relocation of the Relocated Facilities, unless such claims have been caused by the County's own negligence. Park Square shall pay all claims and losses in connection therewith and shall also investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Park Square expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Park Square shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

13. All notices that are required or desired to be given hereunder shall be in writing and shall be deemed given: (i) upon the day of personal delivery or refusal to accept personal delivery; or (ii) upon confirmed delivery of a facsimile

transmission; or (iii) one Business Day after deposit with a nationally recognized overnight courier service marked for overnight delivery; or (iv) three Business Days after deposit in a United States Postal receptacle if sent certified mail, return receipt requested. Any of the foregoing methods may be used to give such notice. Notices shall be deemed given if sent to the following addresses:

To Park Square:	Park Square 1, LLC 315 S. Biscayne Boulevard Miami, FL 33131 Attn: Uri Man
With a copy to:	Holland & Knight 701 Brickell Avenue Miami, FL 33131 Attn: Joseph G. Goldstein, Esq. Fax: (305) 789-7799
To County:	Miami-Dade Water & Sewer Department 3071 S.W. 38th Avenue Miami, FL 33146 Attn: Director Fax: (786) 552-8647
With a copy to:	Miami-Dade County Attorney's Office Stephen P. Clark Center 111 N.W. 1st Street, Suite 2810 Miami, FL 33128 Attn: Henry Gillman, Esq./Sarah Davis, Esq. Fax: (305) 375-5611

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

15. Any disputes that arise between the County and Park Square with regard to the land exchange and closing or the relocation of the Relocated Facilities will be resolved in the Circuit Court of the 11th Judicial Circuit Court in and for Miami-Dade County, Florida.

16. This Agreement will be binding on the County and Park Square and their successors and assigns.

17. This Agreement constitutes the complete and exclusive agreement between the Parties hereto. It supersedes all prior written and oral statements, including any

prior representation, statement, condition or warranty. This Agreement may not be amended except pursuant to a written agreement signed by the Parties.

SIGNATURES APPEAR ON NEXT PAGES

Witnesseth that Miami-Dade County has entered into this Agreement on this _____ day of _____, 20____.

ATTEST:

By: _____
Clerk

MIAMI-DADE COUNTY, FLORIDA

By: _____
County Mayor

Approved as to form and legal sufficiency

By:_____
Assistant County Attorney

WITNESSES:

Signature

Ahmed Elkhiech

Print Name

Signature

MARK BRADFORD

Print Name

PARK SQUARE 1, LLC,
a Delaware limited liability company

By: Park Square Apartments Holdings, LLC, a Delaware limited liability company, its Sole Member

By: PR III Park Square Apartments, LLC, a Delaware limited liability company, its Managing Member

By:
Name: Robert Jeans
Title: Authorized Signatory

STATE OF New Jersey)
) **SS.**
COUNTY OF Morris)

The foregoing instrument was acknowledged before me this 30 day of October, 2013, by Robert Jeans, as Authorized Signatory for PR III Park Square Apartments, LLC, which is the Managing Member of Park Square Apartments Holdings, LLC, which is the Sole Member of Park Square 1, LLC. He is personally known to me or has produced N/A as identification, and acknowledged that she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:
2-3-2015

Janet V. Rubino
Notary Public
New Jersey
My Commission Expires 2-3-2015

Janet V. Rubino
Notary Public, State of New Jersey

Janet V. Rubino
Print Name

EXHIBIT A

Parcel A:

The Southwest 20.25 feet of Tract L, Park Square at Doral, according to the Plat thereof as recorded in Plat Book 167, Page 26 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the most southerly west corner of said Tract L; thence north 25°08'00 east along a northwesterly line of said Tract L 20.25 feet; thence south 64°51'52" east 20.00 feet; thence south 25°08'00 west along the southeast line of said Tract L 20.25 feet; thence north 64°51'52" west along a southwesterly line of said Tract L 20.00 feet to the point of beginning. Containing 405 square feet, more or less.

EXHIBIT B

Parcel B

A portion of Tract A, of Park Square at Doral, according to the Plat thereof recorded in Plat Book 167, Page 26 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the most northerly west corner of Tract L of said Plat; thence north 25°08'00" east along the northeasterly extension of the most westerly line of said Tract L 18.25 feet; thence south 64°52'00" east on a line 18.25 feet northerly and parallel with the most northerly line of said Tract L 65.00 feet to the intersection with the northeasterly extension of the most easterly line of said Tract L; thence south 25°08'00" west on said northeasterly extension 18.25 feet; thence north 64°52'00" west along the most northerly line of said Tract L 65.00 feet to the point of beginning. Containing 1,186 square feet, more or less.

EXHIBIT C

Parcel C

A portion of Tract A, Park Square at Doral, according to the Plat thereof, as recorded in Plat Book 167, Page 26, of the public records of Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the northwest corner of said Tract A; thence south 89°57'20" east on the north line of said Tract A 543.73 feet; thence south 01°42'25" east along a west line of the ingress/egress & drainage easement per said Plat 2.11 feet to the point of beginning; thence continue south 01°42'25" east along a west line of said easement 14.81 feet; thence south 25°08'00" west continuing along said west easement line 18.05 feet to a point on a curve at which a radial line bears north 40°02'27" west to the center of said curve; thence southwesterly along the arc of said curve to the right having a radius of 95.00 feet, a central angle of 07°59'00", for an arc distance of 13.24 feet; thence north 64°52'00" west 18.35 feet; thence north 61°05'17" east 5.56 feet to a point of curvature; thence northeasterly along the arc of a curve to the left having a radius of 80.00 feet, a central angle of 29°45'58", for an arc distance of 41.56 feet to the point of beginning. Said easement containing 491 square feet, more or less.

EXHIBIT D

Parcel D

A Water and Sewer easement, recorded in Official Records Book 26698, Pages 1982 thru 1985, of the public records of Miami-Dade County, Florida being a portion of Tract A, Park Square at Doral, according to the plat thereof as recorded in Plat Book 167, Page 26 of the public records of Miami-Dade County, Florida, being more particularly described as followed:

Begin at the most southerly west corner of Tract L of said plat; thence north 64°51'52" west on the northwesterly extension of the most southerly southwest line of said Tract L 12.00 feet; thence north 25°08'00" east 25.98 feet to the intersection with a southwest line of said Tract L; thence south 64°52'00" east on said southwest line 12.00 feet to the intersection with a northwest line of said Tract L; thence south 25°08'00" west on said northwest line 25.98 feet to the point of beginning. Containing 312 square feet, 0.0072 acres, more or less.

EXHIBIT E

Return to:
Miami-Dade Water & Sewer Department.
3071 S.W. 38th Avenue
Miami, FL 33146
c/o Lily Rainey-Lacau

Instrument prepared by:
Sarah E. Davis, Assistant County Attorney

Folio No.

COUNTY DEED

THIS DEED, made this _____ day of _____, A.D. 20____, by and between **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is: Suite 220, Miami-Dade Government Center, 111 N.W. 1st Street, Miami, Florida 33128-1970, party of the first part, and **PARK SQUARE 1, LLC**, whose address is 315 S. Biscayne Boulevard, Miami, Florida 33131, party of the second part,

WITNESSETH:

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

The Southwest 20.25 feet of Tract L, Park Square at Doral, according to the Plat thereof as recorded in Plat Book 167, Page 26 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the most southerly west corner of said Tract L; thence north 25°08'00 east along a northwesterly line of said Tract L 20.25 feet; thence south 64°51'52" east 20.00 feet; thence south 25°08'00 west along the southeast line of said Tract L 20.25

feet; thence north 64° 51'52" west along a southwesterly line of said Tract L 20.00 feet to the point of beginning. Containing 405 square feet, more or less.

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 party of the first part, has caused these presents to be executed in its name by its Board of County Commissioners, acting by the Mayor, and attested by the Clerk or Deputy Clerk of said Board, the day and year aforesaid.

ATTEST: **HARVEY RUVIN,** **CLERK OF SAID BOARD** By: _____ Deputy Clerk	**MIAMI-DADE COUNTY, FLORIDA,** a political subdivision of the State of Florida, **BY ITS BOARD OF COUNTY COMMISSIONERS** By: _____ 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. 20_____.

EXHIBIT F

This Instrument Prepared By and
Upon Recording Return To:
Joseph G. Goldstein, Esq.
Holland & Knight LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
Parcel Identification Number: 35-3027-067-3190

QUIT CLAIM DEED

THIS QUIT-CLAIM DEED is executed this ____ day of September, by _____, as Managing Member of **PARK SQUARE 1, LLC**, whose address is 315 S. Biscayne Blvd. Miami, Florida 33131 (the "Grantor"), to **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is Suite 220, Miami-Dade Government Center, 111 N.W. 1st Street, Miami, Florida 33128-1970 (the "Grantee").

WHEREAS, Grantor has relocated facilities serving an existing sewer pump station and wishes to convey the site of the relocated facilities to Miami-Dade County;

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars ($10.00), in hand paid by Grantee, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all of the right, title, interest, claim and demand, if any, which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the Miami-Dade County, State of Florida (the "Property"), to wit:

See attached Exhibit "1"

TO HAVE AND TO HOLD, the Property together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the benefit of Grantee forever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

Sign: _____
Print Name: _____

Sign: _____
Print Name: _____

GRANTOR:

_____
_____, Managing Member
Park Square 1, LLC

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2013, by _____, Managing Member of Park Square 1, LLC, who is personally known to me or who has produced _____ as identification.

Printed Name:
Notary Public
My Commission Expires:

EXHIBIT 1 to Quit Claim Deed

Parcel B

A portion of Tract A, of Park Square at Doral, according to the Plat thereof recorded in Plat Book 167, Page 26 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the most northerly west corner of Tract L of said Plat; thence north 25'08'00" east along the northeasterly extension of the most westerly line of said Tract L 18.25 feet; thence south 64'52'00" east on a line 18.25 feet northerly and parallel with the most northerly line of said Tract L 65.00 feet to the intersection with the northeasterly extension of the most easterly line of said Tract L; thence south 25'08'00" west on said northeasterly extension 18.25 feet; thence north 64'52'00" west along the most northerly line of said Tract L 65.00 feet to the point of beginning. Containing 1,186 square feet, more or less.

EXHIBIT G

Release of Easement

Instrument prepared by:
New Customer Division
Miami-Dade Water and Sewer
Department

Return to:
Liliana M. Rainey-Lacau
Real Estate Manager
Miami-Dade Water and Sewer
Department
3071 SW 38Th Ave (LeJeune Bldg.
3rd Floor)
Miami, Fl 33146

(Reserved for Circuit Court)

MIAMI-DADE COUNTY hereby releases of record and disclaims any rights and interest it may have in the easement granted by Grant of Easement dated December 23rd, 2008 to Miami-Dade Water and Sewer and recorded in Official Records Book 26698, Page 1982, of the Public Records of Miami-Dade County, Florida.

Miami-Dade County, by its County Mayor, has caused this Release of Easement Rights to be executed on this day of _____, 2013.

ATTEST:
Harvey Ruvin, Clerk

Miami-Dade County, Florida

By:

_____

Deputy Clerk

_____

Carlos Gimenez, County Mayor

Approved by Assistant County Attorney as to
Form and Legal Sufficiency:

_____

This release of easement is authorized by
Resolution No. R-176-04.

EXHIBIT H

Tax Folio Number: _____

Agmt ID:

GRANT OF EASEMENT

THIS INDENTURE, made this _____ day of _____, **2013**, between Park Square 1, LLC, a Florida Limited Liability Company, whose mailing address is 315 S. Biscayne Blvd. Miami, FL 33131, hereinafter called **GRANTOR**, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose mailing address is: **c/o Miami-Dade Water and Sewer Department, P.O. Box 330316, Miami, Florida 33233-0316**, hereinafter called **GRANTEE**:

WITNESSETH

THAT, the **GRANTOR**, for and in consideration of the sum of **TEN DOLLARS ($10.00)** and other good and valuable considerations, the receipt of which is hereby acknowledged by the **GRANTOR**, has granted and does hereby grant, to the **GRANTEE**, its successors and assigns, forever, the right, privilege and easement to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove and inspect water transmission and distribution facilities and all appurtenances thereto, including but not limited to fire hydrants, and/or sewage transmission and collection facilities and all appurtenant equipment, including the right to remove or demolish, with no obligation to repair or replace same, any obstructions including pavers as may be necessary to carry out any right granted herein, and with full right of ingress thereto and egress there from on the property of the **GRANTOR** described as follows, to wit:

Reserved for Circuit Court

See Exhibit "1" attached

THE GRANTOR does hereby fully warrant that it has good title to the above-described property and that it has full powe authority to grant this easement.

IN WITNESS WHEREOF, the **GRANTOR** by its proper officials has hereunto set its hands and seals the year and day first above writter

WITNESSETH:

_____
Signature

_____
Print name

_____
Signature

Park Square 1, LLC,
a Florida limited liability company

_____

Print name

By: _____ (SEAL)
Signature
Thomas H. Nolan, Jr. , Manager

By: _____ (SEAL)
Signature
Robert A. Michaels , Manage

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by _____, as Managers, of Park Square 1, LLC, a Florida limited liability company, on behalf of the company. S/he is personally known to me or have/haven't produced _____ as identification and did/did not take an oath.

_____
NOTARY PUBLIC

_____
SERIAL NUMBER

_____
PRINT NAME

This instrument prepared by
New Business Office

Miami-Dade Water and Sewer Department
3575 S. LeJeune Road
Miami, Florida 33233-0316

9531081_v2

Exhibit 1 to Easement

Parcel C

A portion of Tract A, Park Square at Doral, according to the Plat thereof, as recorded in Plat Book 167, Page 26, of the public records of Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the northwest corner of said Tract A; thence south 89'57'20" east on the north line of said Tract A 543.73 feet; thence south 01'42'25" east along a west line of the ingress/egress & drainage easement per said Plat 2.11 feet to the point of beginning; thence continue south 01'42'25" east along a west line of said easement 14.81 feet; thence south 25'08'00" west continuing along said west easement line 18.05 feet to a point on a curve at which a radial line bears north 40'02'27" west to the center of said curve; thence southwesterly along the arc of said curve to the right having a radius of 95.00 feet, a central angle of 07'59'00", for an arc distance of 13.24 feet; thence north 64'52'00" west 18.35 feet; thence north 61'05'17" east 5.56 feet to a point of curvature; thence northeasterly along the arc of a curve to the left having a radius of 80.00 feet, a central angle of 29'45'58", for an arc distance of 41.56 feet to the point of beginning. Said easement containing 491 square feet, more or less.