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

MEMORANDUM

Agenda Item No. 8(L)(2)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: October 6, 2015

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

SUBJECT: Resolution approving an Interlocal Agreement with the Miami-Dade Expressway Authority (MDX) for the exchange of perpetual easements to allow for construction of new improvements by MDX along NW 12 Street; authorizing the transfer of portions of certain roadways to MDX and acceptance of certain roadways from MDX on or adjacent to NW 12th Street between NW 87 Avenue and NW 82 Avenue in Miami-Dade County in accordance with section 335.0415, Florida Statutes, for no monetary consideration

Resolution No. R-855-15

The accompanying resolution was prepared by the Public Works & 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/smm

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2015

To: Honorable Chairman Jean Monestine
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Approving an Interlocal Agreement with the Miami-Dade Expressway Authority (MDX) for the Exchange of Perpetual Easements to Allow for Construction of Improvements by MDX; Authorizing the Transfer of Portions of Certain Roadways to MDX and Acceptance of Certain Roadways from MDX on or Adjacent to NW 12 Street Between NW 87 Avenue and NW 82 Avenue in Miami-Dade County; Authorizing the Mayor or Mayor's Designee to Execute Said Agreement in Accordance with Section 335.0415 of the Florida Statutes and to Perform All Acts Necessary to Effectuate Same

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Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing the execution of an Interlocal Agreement (Agreement) between Miami-Dade Expressway Authority (MDX) and Miami-Dade County (County) for the exchange of perpetual easements, authorizing the transfer of portions of certain roadways to MDX and allowing MDX to construct certain improvements in connection with a road project extending between NW 78 Avenue and NW 89 Court (Project); authorizing the County Mayor or County Mayor's designee to execute said Agreement in accordance with Section 335.0415 of the Florida Statutes; and directing the County Mayor or Mayor's designee to prepare a right-of-way map and to record same in the public records.

Scope

The impact of this project is countywide and this property is located within Commissioner Jose "Pepe" Diaz's District 12.

Fiscal Impact/Funding Source

The total cost to construct the Project is approximately $65 million and will be funded by MDX. The fiscal impact to the County will be in the additional maintenance costs for the expanded NW 12 Street, estimated at $960.00 annually and funded through the Public Works and Waste Management Department's (PWWM) General Fund allocation.

Track Record/Monitor

PWWM is the entity overseeing this project and the person responsible for monitoring it is Mr. Leandro Ona, P.E., Chief of the PWWM Roadway Engineering and Right-of-Way Division.

Background

MDX proposes to improve State Road No. 836 (SR 836), Roadway project No. 83629, in Miami-Dade County. In connection with said project, MDX is improving the NW 87 Avenue interchange, including a new flyover ramp from westbound NW 12 Street to westbound SR 836.

Additionally, MDX has determined that in order to improve vehicular traffic flow and safety, NW 12 Street needs to be widened from NW 87 Avenue to NW 82 Avenue.

The County owns, operates and maintains NW 12 Street between NW 78 Avenue and NW 89 Court. Significant roadway work on, adjacent to, and in the immediate vicinity of NW 12 Street is to be undertaken by MDX in order to complete the Project. The County agrees that NW 12 Street should be improved within the project limits to increase its capacity, harmonize with the planned project, and improve access to and interconnectivity of area roadways. In order to build said improvements, it is necessary that certain County-owned lands be acquired by MDX pursuant to the conveyance of a perpetual easement and that certain MDX-owned lands be acquired by the County pursuant to the conveyance of a perpetual easement.

To accomplish the foregoing, the parties desire to enter into an Interlocal Agreement whereby MDX and the Florida Department of Transportation will jointly convey to the County a perpetual easement transferring operation and maintenance of portions of MDX right-of-way to the County after construction of improvements to NW 12 Street. The County will convey to MDX a perpetual easement for construction, operation and maintenance of portions of NW 12 Street needed for the new access ramp from westbound NW 12 Street to westbound SR 836. MDX will have sole responsibility for the costs of construction of this Project as well as all other expenses. This transfer will be effectuated by the approval of the transfers by the Secretary of the Department of Transportation, as well as by the recordation of right-of-way maps, depicting the areas transferred, in the public records of Miami-Dade County.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: October 6, 2015

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

SUBJECT: Agenda Item No. 8(L)(2)

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. 8(L)(2)
10-6-15

RESOLUTION NO. R-855-15

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE EXPRESSWAY AUTHORITY (MDX) FOR THE EXCHANGE OF PERPETUAL EASEMENTS TO ALLOW FOR CONSTRUCTION OF NEW IMPROVEMENTS BY MDX ALONG NW 12 STREET; AUTHORIZING THE TRANSFER OF PORTIONS OF CERTAIN ROADWAYS TO MDX AND ACCEPTANCE OF CERTAIN ROADWAYS FROM MDX ON OR ADJACENT TO NW 12TH STREET BETWEEN NW 87 AVENUE AND NW 82 AVENUE IN MIAMI-DADE COUNTY IN ACCORDANCE WITH SECTION 335.0415, FLORIDA STATUTES, FOR NO MONETARY CONSIDERATION; AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE SAID AGREEMENT, TO PERFORM ALL ACTS NECESSARY TO EFFECTUATE SUCH AGREEMENT AND TO EXERCISE ANY RIGHTS CONFERRED THEREIN; AND DIRECTING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO PREPARE A RIGHT-OF-WAY MAP AND TO RECORD SAME AMONG THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

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

WHEREAS, the Miami-Dade Expressway Authority proposes to improve State Road No. 836, Roadway Project No. 83629 in Miami-Dade County (the "Project"); and

WHEREAS, in connection with the Project, MDX is improving the NW 87 Avenue interchange, including a new flyover ramp from west bound NW 12 Street; and

WHEREAS, the County owns, operates and maintains NW 12 Street between NW 78 Avenue and NW 89 Court; and

WHEREAS, significant roadway work on, adjacent to, and in the immediate vicinity of NW 12 Street is to be undertaken by MDX to improve the roadway system in the area; and

WHEREAS, MDX and the County agree that NW 12 Street should be improved in the Project area to increase its capacity, harmonize with the planned improvements to the MDX system, and improve the efficiency of access to and interconnectivity of area roadways; and

WHEREAS, MDX has determined that in order to improve vehicular traffic flow and safety, NW 12 Street needs to be widened from NW 87 Avenue to NW 82 Avenue; and

WHEREAS, in order to build said improvements it is necessary that certain County owned lands be acquired as a perpetual easement by MDX; and

WHEREAS, in order to widen NW 12 Street it is necessary that certain MDX owned lands be acquired as a perpetual easement by the County; and

WHEREAS, MDX will provide all necessary funding and shall be solely responsible for all costs and expenses related to the Project; and

WHEREAS, to accomplish the foregoing, the parties desire to enter into the Interlocal Agreement attached as Exhibit "1," pursuant to which 1) the County would convey to MDX a perpetual easement to construct upon, maintain, and operate a new fly over ramp from NW 12th Street to westbound SR 836 that will be constructed in the existing NW 12 Street right-of-way to improve the efficiency of and access to area roadways, and 2) the MDX and the Florida Department of Transportation would convey to the County a perpetual easement to maintain and operate certain portions of adjacent MDX right-of-way after the roadway improvements have been completed, in order to replace the area transferred to MDX by the County; and

WHEREAS, MDX and the County have agreed on the mutual conveyance of said easements more particularly described in Exhibits "A" and "B" to the Interlocal Agreement; and

WHEREAS, the MDX Board has approved the Interlocal Agreement, and MDX has executed same; and

WHEREAS, the Board finds that pursuant to Section 335.0415, Florida Statutes, public roads may be transferred by mutual agreement of the affected governmental entities, and upon approval by the secretary of the Department of Transportation; and

WHEREAS, pursuant to Section 337.29, Florida Statutes, title to public roads transferred in this manner shall be effective upon the recording of a deed or a right-of-way map in the Public Records of Miami-Dade County,

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

Section 1. The foregoing recitals are incorporated and adopted herein.

Section 2. This Board approves the road transfers between MDX and the County as set forth in the Interlocal Agreement, and approves the conveyance of the perpetual easement to MDX and the acceptance of the perpetual easement from MDX as set forth therein, for no monetary consideration.

Section 3. This Board authorizes the County Mayor or the Mayor's designee to execute the Interlocal Agreement in substantially the form attached as Exhibit "1" and to exercise all rights conferred therein, and authorizes the County Mayor or County Mayor's designee to take all actions necessary to accomplish the execution of the Perpetual Easement in substantially the form attached as Exhibit "A" to the Interlocal Agreement, to take all acts necessary to accomplish the acceptance of the Perpetual Easement in substantially the form attached as Exhibit "B" to the Interlocal Agreement, and to obtain the written approval of the such transfers by the secretary of the Department of Transportation.

Section 4. This Board directs the Mayor or the Mayor's designee to prepare a right-of-way map depicting the transfers set forth herein and to record same within the public records

of Miami-Dade County, and authorizes its Deputy Clerk to sign said right-of-way map and affix thereto the Seal of this Board, for and on behalf of Miami-Dade County.

Section 5. Pursuant to Resolution No. R-974-09, this Board (a) directs the County Mayor or Mayor's designee to record the instruments of conveyance executed herein in the Public Records of Miami-Dade County and to provide a recorded copy of each instrument to the Clerk of the Board within thirty (30) days of execution of said instruments; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of each of said instruments together with this resolution.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

Jorge Martinez-Esteve
Debra Herman

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI-DADE EXPRESSWAY AUTHORITY

FOR NW 12th Street between NW 78th Avenue and NW 89th Court

This Interlocal Agreement (the "Agreement") is made and entered into on this _____day of _____ 2015, between Miami-Dade County (the "County"), a political subdivision of the State of Florida, and Miami-Dade County Expressway Authority d/b/a/ the Miami-Dade Expressway Authority ("MDX"), a body politic and corporate, a public instrumentality and an agency of the State of Florida. The parties are hereafter collectively referred to as "the Parties."

RECITALS

WHEREAS, the County owns, operates and maintains NW 12th Street between NW 78th Avenue and NW 89th Court ("NW 12th Street"), which is adjacent to MDX's SR 836 Expressway ("MDX System"); and

WHEREAS, MDX has designed and intends to construct, at its sole cost and expense, certain improvements to the MDX System and to NW 12th Street, which include, but are not limited to: the construction of a new fly over ramp from westbound NW 12th Street to westbound SR 836; widening and reconstruction of NW 12th Street from the existing four lanes to six lanes; adding a ten foot shared use path; improving the signalized intersections at NW 87th Ave, NW 84th Ave, and NW 82nd Ave; improving the railroad crossing No. 641457J as required to accommodate the NW 12th Street widening and road transitions as well as the south sidewalk access across the tracks; and drainage, lighting, signage, and pavement markings, (the "Project"); and

WHEREAS, for the purpose of this Agreement, the "Project" shall be limited to that portion of the right-of-way and construction activities that is subject to the County's permitting requirements, hereafter referred to as the "Permitted Project Area";

WHEREAS, the intent of the Project is to facilitate and improve vehicular access on both the MDX System as well as bicycle and pedestrian ways on NW 12th Street, and to facilitate the construction and long term operation and maintenance of the Project's roadway improvements; and

WHEREAS, to accomplish the foregoing, the Parties desire to enter into this Agreement, which includes: 1) the County's conveyance to MDX of a perpetual easement to construct upon, maintain, and operate a new fly over ramp from westbound NW 12th Street to westbound SR 836 on a portion of NW 12th Street, which shall include a perpetual easement for the air rights required to construct, maintain and operate said fly over; 2) MDX and the Florida Department of Transportation ("the Department") shall jointly convey a perpetual easement to the County for the portion of MDX right of way utilized for the improvements to NW 12th Street for the County's maintenance and operation of these improvements; and 3) providing for MDX's financial responsibility for all costs and expenses of the Project.

NOW, THEREFORE, the County and MDX, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, receipt of which is acknowledged, agree as follows:

1. **Incorporation of Recitals.**

   The above recitals are true and correct and incorporated herein.

2. **Conveyance of Real Property Interests.**

   a. The County shall convey to MDX the perpetual easement for the Project improvements, as further described in Exhibit "A," attached hereto and made a part hereof (the "MDX Easement"). MDX shall assume all liability and responsibility for the property that is the subject of the MDX Easement. MDX shall have full responsibility for the operation and maintenance of the improvements within the MDX Easement after completion and final

acceptance of the Project. As a condition precedent to the conveyance of the MDX Easement, MDX shall provide documentation to the County acceptable to the County in its reasonable discretion, that the State of Florida has approved MDX's proposal to move the limited access line within state right of way, as set forth in the attached Exhibit "D." MDX agrees that the limited access line shall be moved prior to the area which is the subject of the MDX Easement becoming operational and open to the public.

b. MDX and the Department shall convey to the County a perpetual easement for the Project improvements as further described in Exhibit "B," attached hereto and made a part hereof (the "County Easement") and further agrees that neither MDX nor the Department will infringe or encroach on the County's right to improve, maintain, operate, and facilitate public access for transportation purposes within the County Easement area.

c. The County shall have responsibility for the liability, operation and maintenance of the improvements within the County Easement after completion and final acceptance of the Project, save and except for the fence and the area south of the of the fence, as set forth in the sketch attached as Exhibit "C," hereto (the "fence improvement area") for which MDX shall remain responsible for the operation, maintenance and any potential liability or claims related thereto. Additionally, any liabilities, claims, liens, damages, or causes of action arising prior to the conveyance of the County Easement shall remain with MDX until the County's final acceptance of the Permitted Project Area, subject however to the provisions of paragraph 2(d) herein.

d. MDX shall remain liable and responsible for any act or occurrence arising from any negligent or wrongful act or omission of MDX, its contractors, agents, or any other person or entity acting on its behalf, with respect to the design and construction of the Project improvements within the County Easement.

3. Construction Activity.

a. During the construction phase of the Project, and at all times before final acceptance of the Project by the County, MDX shall be responsible for keeping NW 12th Street and all areas utilized by MDX in an appropriate and safe state of maintenance and repair. MDX shall be solely responsible for the personal safety of its employees, invitees, or any other person entering the areas that are the subject of the Easement, or the County right-of-way, in connection with the Project, as well as for any equipment or personalty installed or brought into such areas.

b. MDX shall apply for a County permit for any construction activity in the County right-of-way including NW 12th Street and any area encompassed by the MDX easement. MDX and the County agree to coordinate the design and construction activities of the Project within the Permitted Project Area.

MDX agrees to submit the Design Plans for the Permitted Project Area within the County's right of way, as well as a detailed maintenance of traffic plan, and the County shall have the right to review same. The County shall submit its comments, if any, to MDX. The review process will be deemed concluded when MDX has submitted the Final Project Design Plans to the County for the Permitted Project Area; and has addressed all of the County's comments to the County's reasonable satisfaction regarding the same. In the event of disapproval of the plans by the County, MDX shall make the changes to the plans necessary to meet the County's stated grounds for disapproval, and shall resubmit such revised plans to the County until final approval is received from the County. MDX acknowledges that any approval given by the County shall not constitute an opinion that the plans are adequate or in compliance with any law, ordinance, or code, or other applicable regulation. MDX shall not rely upon the County's approval for any such purpose, and the County approval shall impose no liability upon the County. The County expressly disclaims all other representations and warranties in connection with the

A

plans, including but not limited to the integrity, suitability or fitness for the intended purpose, or whether the improvements are properly constructed in accordance with such plans. Once the review process is concluded, MDX shall provide written notice to the County of its intent to commence construction within the Permitted Project Area in accordance with the Final Design Plans, and shall apply to the County for a permit in connection with such construction. No construction shall commence in the Permitted Project Area prior to the issuance of a permit by the County, after approval of the plans by the County, including the maintenance of traffic plan. Any modifications to the Final Project Design Plans in the Permitted Project Area after approval by the County shall be provided to the County for its review and approval before such revisions are implemented.

c. MDX shall obtain all necessary permits and approvals required in accordance with applicable state, federal and local laws. MDX agrees that no cost, claim, lien or other expense shall be incurred by the County due to such design, construction, safety procedure, work, or operation in the Easement Area or County right-of-way. Any utilities required to be relocated, removed, or repaired as part of the MDX's Project shall be at the sole cost and expense of MDX. MDX agrees that prior to conveyance to the County of the County Easement, the property shall be free and clear of any cost, claim, lien, expense or liability.

d. MDX shall vacate those portions of the County right-of-way used to construct the Project, and shall remove all property, machinery, and equipment from said portions of the County right-of-way. Furthermore, MDX shall restore those portions of the County right-of-way disturbed by Project construction activities to the same or better condition than that which existed immediately prior to the commencement of construction of the Project. Thereafter, the County shall commence an inspection, of the Permitted Project Area and shall advise MDX of any concerns or issues, which shall be incorporated into a final "punch list" to be corrected by the MDX Contractor. After correction by the MDX Contractor and subsequent inspection and approval by the County, the County shall forward a MDX written notice that it has accepted the Permitted Project Area, and the MDX Easement and County Easement

shall be exchanged. Upon completion of the Project, MDX shall submit to the County final as-built plans for the Project, and an engineering certification that construction was completed in Permitted Project Area in accordance with the plans.

4. **Procurement of Project Services.**

MDX shall have sole control and responsibility for the procurement and award of the Project, which will be in accordance with MDX procurement policies and procedures, provided that all such procurement procedures meet all applicable state, federal and local requirements regarding construction.

5. **Project Costs.**

MDX shall be solely responsible for all Project costs and expenses, which include, but are not limited to, design, construction, engineering and inspection services; utility relocation costs; survey; geotechnical; contamination remediation, if required, CSX railroad signal and gates installation and relocation costs; MDX staff and general engineering consultant staff costs; and auditing costs required by law, as well as any other cost or expense arising from such Project.

6. **Liability and Insurance.**

MDX shall ensure that its contractors and consultants (1) maintain, at all times during the construction, 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 or, 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; (2) provide contractual indemnity to both MDX and the County; and further, (3) name the County and its Board of Commissioners as an additional insured on all requisite liability insurance certificates for the Project.

7. **Indemnification.**

To the extent and within the statutory limits provided in Florida law, MDX agrees to indemnify, defend, save and hold harmless the County within the limits of Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits as a result of MDX's negligence, or breach of this Agreement by MDX, its agents, employees, or contractors. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the County for the County's negligence or breach of contract. To the extent and within the statutory limits provided in Florida law, the County agrees to indemnify, defend, save and hold harmless MDX within the limits of in Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits as a result of the County's negligence, or breach of this Agreement by the County, its agents or employees. It is specifically understood and agreed that this indemnification clause does not cover or indemnify MDX for MDX's negligence or breach of contract.

MDX accepts and shall be responsible for any and all liability for any and all claims or causes of action of whatsoever nature arising out of MDX's design and construction of the Project and its improvements until the County's final acceptance of the Permitted Project Area, subject however to the provisions of paragraph 2(d) herein.

Should the Project be discontinued or abandoned by MDX after construction has commenced, as evidenced by all construction activity toward completion of the Project having ceased for a period of twelve months or more, then the County may elect at its option to have MDX restore all areas disrupted by such construction, at the sole cost and expense of MDX, to the condition it was in prior to commencement of the Project. MDX shall commence such repair and restoration within 6 months of the written request by the County.

8. **Dispute Resolution.**

The parties shall resolve any disputes, controversies, or claims between them arising out of this Agreement in accordance with the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes, as amended.

9. **Effective Date.**

This Agreement shall become effective on the date hereof.

10. **Counterparts.**

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

11. **Severability.**

The provisions of this Agreement are independent of and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part, except to the extent that such invalidity or unenforceability causes the Agreement to fail of its essential purpose, in which case either party shall have the right to terminate the Agreement upon written notice to the other.

12. **Amendment of Agreement.**

This Agreement may only be amended by mutual agreement of MDX and the County expressed in writing and executed and delivered by each.

13. **Format.**

All words used herein in the singular form shall extend to and include the plural. All

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

14. Notices.

All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when delivered personally or by courier service or upon actual receipt of registered or certified mail, addressed as set forth below:

a. To MDX: Miami-Dade Expressway Authority
Javier Rodriguez, P.E., Executive Director
3790 NW 21" Street
Miami, FL 33142

b. To County: Antonio Cotarelo, P.E., Deputy Director/ County Engineer
Miami-Dade County Public Works & Waste Management Dept.
111 NW 1st Street, Suite 1420
Miami Florida 33128

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

15. **No Third Party Beneficiaries to this Agreement.**

Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; or (b) authorize anyone not a party to this Agreement to maintain an action pursuant to or based upon this Agreement, or (c) be construed as a waiver of the sovereign immunity of the parties hereto under Florida Statute Section 768.28.

16. Entire Agreement.

This Agreement, including the exhibits to this Agreement, contain the sole and entire agreement between the Parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

17. Binding Effect.

This Agreement shall be binding upon the Parties and their respective representatives, successors and assigns.

18. Waiver.

Waiver by either party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

19. Captions.

The captions contained in this Agreement are inserted only as a matter of convenience or reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

20. Other Documents.

MDX and the County will take all such actions and execute all such documents that may be reasonably necessary to carry out the purposes of this Agreement, whether or not specifically provided for herein; provided that MDX and the County acknowledge that certain additional actions by MDX or the County may require approval by their respective Boards, and, to the extent such approval is required by applicable law, obtaining such approval shall be a condition to their obligations hereunder.

21. **Governing Law.**

This Agreement and the interpretation of its terms shall be governed by the laws of the State of Florida, without application of conflicts of law principles. Venue for any judicial, administrative or other action to enforce or construe any term of this Agreement or arising from or related to this Agreement shall lie exclusively in Miami-Dade County, Florida.

22. **Recordation.**

The County shall be responsible for recording the easements herein in the public records of Miami-Dade County. MDX shall promptly pay the County for all costs of recordation upon written request.

23. **Joint Preparation.**

The language agreed to herein expresses the mutual intent and agreement of the County and MDX and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

24. **Time of the Essence.**

Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement, the MIAMI-DADE EXPRESSWAY AUTHORI TY, signing by and through its Executive Director, and MIAMI-DADE COUNTY, FLORIDA, signing by and through the Mayor or his Designee, each duly authorized to execute same.

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY

Approved

Javier Rodriguez, P.E., Executive Director

Approved as to form and legal sufficiency

Carlos Zaldivar, General Counsel

Approved by MDX Operations Committee
Approved by MDX Board

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

_____
Deputy Clerk

_____
Mayor

Approved by County Attorney as
to form and legal sufficiency

_____
Assistant County Attorney

The foregoing was authorized and approved by Resolution No. _____of the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2015.

Exhibit A

Miami-Dade County's Perpetual Easement
To MDX

Exhibit A

Instrument prepared by and to be returned to:

Miami-Dade County
Public Works & Waste Management Dept.
Roadway Engineering and Right of Way Division
Attention: Luis F. Lacau, P.L.S.

Copy to:
Miami-Dade County Expressway Authority c/o Juan Toledo
3790 NW 21st Street
Miami, FL 33142

Miami Dade Expressway Authority PERPETUAL EASEMENT FOR USE OF DESIGNATED PORTIONS OF NW 12th Street between NW 82nd Avenue and NW 84th Avenue

PERPETUAL EASEMENT
(Public Purpose)

THIS EASEMENT made this _____ day of _____, 2015, by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, Grantor, and, by the MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, a public instrumentality, and an agency of the State, Grantee,

WITNESSETH: That the Grantor for and in consideration of the sum of Ten Dollars and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a Perpetual Easement to construct, maintain, and operate a new fly over ramp from westbound NW 12th Street to westbound SR 836 on a portion of NW 12th Street between approximately NW 82nd Avenue and NW 84th Avenue, which shall include a perpetual easement for the air and property rights required to construct, maintain and operate said fly over in, over, under, upon and through the following described land in Miami-Dade County, Florida:

A PORTION OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE S89°39'26"W ALONG THE SOUTH LINE OF SAID SW 1/4 OF SECTION 34 FOR A DISTANCE OF 1,155.16 FEET; THENCE N00°20'34"W FOR A DISTANCE OF 32.83 FEET TO A POINT ON THE EXISITNG NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 I DOLPHIN EXPRESSWAY AS SHOWN OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 87200-2521 AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N77°45'47"W ALONG SAID NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 I DOLPHIN EXPRESSWAY AS SHOWN OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 87200-2521 FOR A DISTANCE OF 164.77 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; SAID POINT BEARS N11041'00"W FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 735.54 FEET AND A CENTRAL ANGLE OF

14°35'25" FOR A DISTANCE OF 187.30 FEET TO A POINT; THENCE S00°00'00"E FOR A DISTANCE OF 24.39 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 76°46'13" FOR A DISTANCE OF 37.52 FEET TO THE POINT OF CUSP WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; SAID POINT BEARS N04°55'43"E FROM THE CENTER OF SAID CURVE; THENCE NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 685.48 FEET AND A CENTRAL ANGLE OF 03°55'08" FOR A DISTANCE OF 46.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 461 SQUARE FEET OR 0.136 ACRES, MORE OR LESS.

AND

PORTIONS OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST AND GOVERNMENT LOT 3 LYING BETWEEN TOWNSHIPS 53 AND 54 SOUTH, RANGE 40 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE S89"39'26"W ALONG THE SOUTH LINE OF SAID SW 1/4 OF SECTION 34 FOR A DISTANCE OF 73.24 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N00"24'00"W FOR A DISTANCE OF 11.32 FEET; THENCE S88"20'38"W FOR A DISTANCE OF 13.95 FEET; THENCE S89"15'38"W FOR A DISTANCE OF 288.85 FEET; THENCE S89"39'26"W FOR A DISTANCE OF 63.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,855.79 FEET AND A CENTRAL ANGLE OF 12"34'46" FOR A DISTANCE OF 627.00 FEET TO THE POINT OF TANGENCY; THENCE N77"45'47"W FOR A DISTANCE OF 59.59 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 8.00 FEET AND A CENTRAL ANGLE OF 102"14' 13" FOR A DISTANCE OF 14.27 FEET TO THE POINT OF TANGENCY; THENCE SOO"OO'OO"E FOR A DISTANCE OF 25.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 76"46'13" FOR A DISTANCE OF 37.52 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,698.00 FEET AND A CENTRAL ANGLE OF 08"29'03" FOR A DISTANCE OF 399.51 FEET TO A POINT; THENCE N80"41'08"E FOR A DISTANCE OF 51.29 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS S3"41'03"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,686.00 FEET AND A CENTRAL ANGLE OF 07"01'30" FOR A DISTANCE OF 329.33 FEET TO THE POINT OF TANGENCY; THENCE N86"39'33"E FOR A DISTANCE OF 259.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2.50 FEET AND A CENTRAL ANGLE OF 85"37'03" FOR A DISTANCE OF 3.74 FEET TO A POINT; THENCE N00"24'00"W FOR A DISTANCE OF 13.54 FEET TO THE POINT OF BEGINNING

CONTAINING 49,011 SQUARE FEET OR 1.13 ACRES, MORE OR LESS.

Also described and illustrated in Exhibit A.800 and A.801 attached hereto.

TO HAVE AND TO HOLD the said premises unto the Grantee, subject, however, to the following conditions:

THAT this Easement is solely for the purpose of operating, improving and maintaining NW 12th Street and related components, and no other uses of the Easement are permitted unless it is related to road or road improvements or utility access. Grantor's use of the land subject to this Easement shall in no way interfere with Grantee's use of such land consistent with the rights set forth herein.

THAT in the event said transportation use is permanently discontinued or abandoned, Grantee's Easement shall terminate, title to the above described property shall immediately revert to the Grantor, and Grantor shall have the right to immediately possess same. If the Easement terminates, Grantee shall remove, upon the Grantor's request, the road and restore the Easement Area to a like or similar condition as existed prior to the Easement, at its sole cost and expense.

THAT Grantee shall not obstruct Grantor's right-of-way located immediately adjacent to the Easement Area, except as may be required temporarily from time to time to effect the construction, inspection, maintenance, repairs, improvements and replacement of its road improvements. Any such work outside of the Easement area and within the grantor's right of way is subject to formal approval and permit by Grantor. Grantee shall promptly repair any damage to the Grantor's right-of-way, resulting from Grantee's exercising its rights hereunder.

THAT during the time that Grantee is the owner of the Easement, Grantee will indemnify and hold Grantor harmless from any and all damages and/or liability, claims, demand, actions and/or suits of any nature arising out of, relating to, or resulting from any negligent or wrongful act(s) of Grantee's employees, agent, or instrumentalities, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Grantee hereunder, to the extent and within the limitation of Section 768.28, Florida Statutes.

However, nothing herein shall be deemed to indemnify Grantor from any liability or claim arising out of the negligent performance or failure of performance of Grantor.

THAT this Easement is subject to all applicable permit requirements and any other required agreements or approvals and concurrences.

THAT the Easement is granted as approved by MDX, Grantor, at its Board Meeting of May 19, 2015.

THAT the provisions of this Easement may be enforced by all appropriate actions at law and in equity by the respective parties.

THAT Grantor makes no representations as to the title or condition of the property within the Easement Area or the suitability of the Easement Area property for the use intended hereunder.

The Rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

This instrument may be amended or modified only by written instrument, executed and acknowledge by the parties hereto or their successors and assigns, and recorded in the Public Records of Miami-Dade County.

This Easement is subject to the rights, responsibilities, and obligations set forth in the attached Interlocal Agreement the terms of which shall supersede any inconsistent provision herein.

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 Mayor or his Designee, the day and year aforesaid.

MIAMI-DADE COUNTY, a political subdivision of the State of Florida
(GRANTOR)

ATTEST: _____ Harvey Ruvin

(Affix County Seal)

Witnesses:

_____

By:_____

Alina T. Hudak
Deputy Mayor

_____

Legal Sufficiency:

_____
Assistant County Attorney

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____ 20___, by _____, , who is personally known to me or who has produced _____ as identification.

_____
(Signature of person taking acknowledgment)

_____
(Type, print or stamp name under signature/
Title or rank and serial number, if any)

EXHIBIT "A.800"
LEGAL DESCRIPTION

PARCEL 800

A PORTION OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE S89°39'26"W ALONG THE SOUTH LINE OF SAID SW 1/4 OF SECTION 34 FOR A DISTANCE OF 1,155.16 FEET; THENCE N00°20'34"W FOR A DISTANCE OF 32.83 FEET TO A POINT ON THE EXISITNG NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 / DOLPHIN EXPRESSWAY AS SHOWN OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 87200-2521 AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N77°45'47"W ALONG SAID NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 / DOLPHIN EXPRESSWAY AS SHOWN OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 87200-2521 FOR A DISTANCE OF 164.77 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; SAID POINT BEARS N11°41'00"W FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 735.54 FEET AND A CENTRAL ANGLE OF 14°35'25" FOR A DISTANCE OF 187.30 FEET TO A POINT; THENCE S00°00'00"E FOR A DISTANCE OF 24.39 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 76°46'13" FOR A DISTANCE OF 37.52 FEET TO THE POINT OF CUSP WITH A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; SAID POINT BEARS N04°55'43"E FROM THE CENTER OF SAID CURVE; THENCE NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 685.48 FEET AND A CENTRAL ANGLE OF 03°55'08" FOR A DISTANCE OF 46.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 461 SQUARE FEET OR 0.136 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- LEGAL DESCRIPTION FOR PARCEL 800 WAS PREPARED BY MANUEL G. VERA & ASSC. AS DIRECTED BY A & P CONSULTING TRANSPORTATION ENGINEERS, CORP.
- EASEMENT ELEVATION WAS DETERMINED BY A & P CONSULTING TRANSPORTATION ENGINEERS, CORP.
- FIELD CONDITIONS WERE NOT VERIFIED AT TIME OF SKETCH.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENTS, DEED RESTRICTIONS, OR MURPHY ACT DEEDS. THIS INFORMATION SHOULD BE OBTAINED THROUGH APPROPRIATE VERIFICATION.
- THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983. A BEARING OF S 89°39'26"W WAS ESTABLISHED ALONG SOUTH LINE OF THE SW 1/4 OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST.
- ADDITIONS AND/OR DELETIONS TO SURVEY MAPS, SKETCHES OR REPORTS BY ANY PARTY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
- THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.
- NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THIS SKETCH TO ACOMPANY LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFFESIONAL SURVEYORS AND MAPPERS, REFERENCED IN RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTIONS 472.027, FLORIDA STATUES.

LEGEND:

(800) - PARCEL IDENTIFICATION NUMBER

GOV. - GOVERNMENT
E. - EAST
S. - SOUTH
SEC. - SECTION
TWP. - TOWNSHIP
RGE. - RANGE
EXIST. - EXISTING
L.A. - LIMITED ACCESS
R/W - RIGHT OF WAY
P.B. - PLAT BOOK
O.R.B. - OFFICIAL RECORD BOOK
PG. - PAGE
POC - POINT OF COMMENCEMENT
POB - POINT OF BEGINNING
C - CALCULATED
FDOT - FLORIDA DEPARTMENT OF TRANPORTATION

℄ - CENTERLINE
Δ - DELTA
L - LENGHT
R - RADIUS

NOT A SURVEY

MANUEL G. VERA JR. DATE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 5291
LICENSED BUSINESS: LB-2439
13960 SW 47th STREET
MIAMI, FL 33175

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836 / DOLPHIN EXPRESSWAY — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	J.P.	01/14
CHECKED	C.E.A.	01/14

PREPARED BY: MANUEL G. VERA & ASSOC. LB-2439
DATA SOURCE: SEE SURVEYOR'S NOTES
F.P. NO. N/A
SECTION 87200-0000
SHEET 01 OF 02

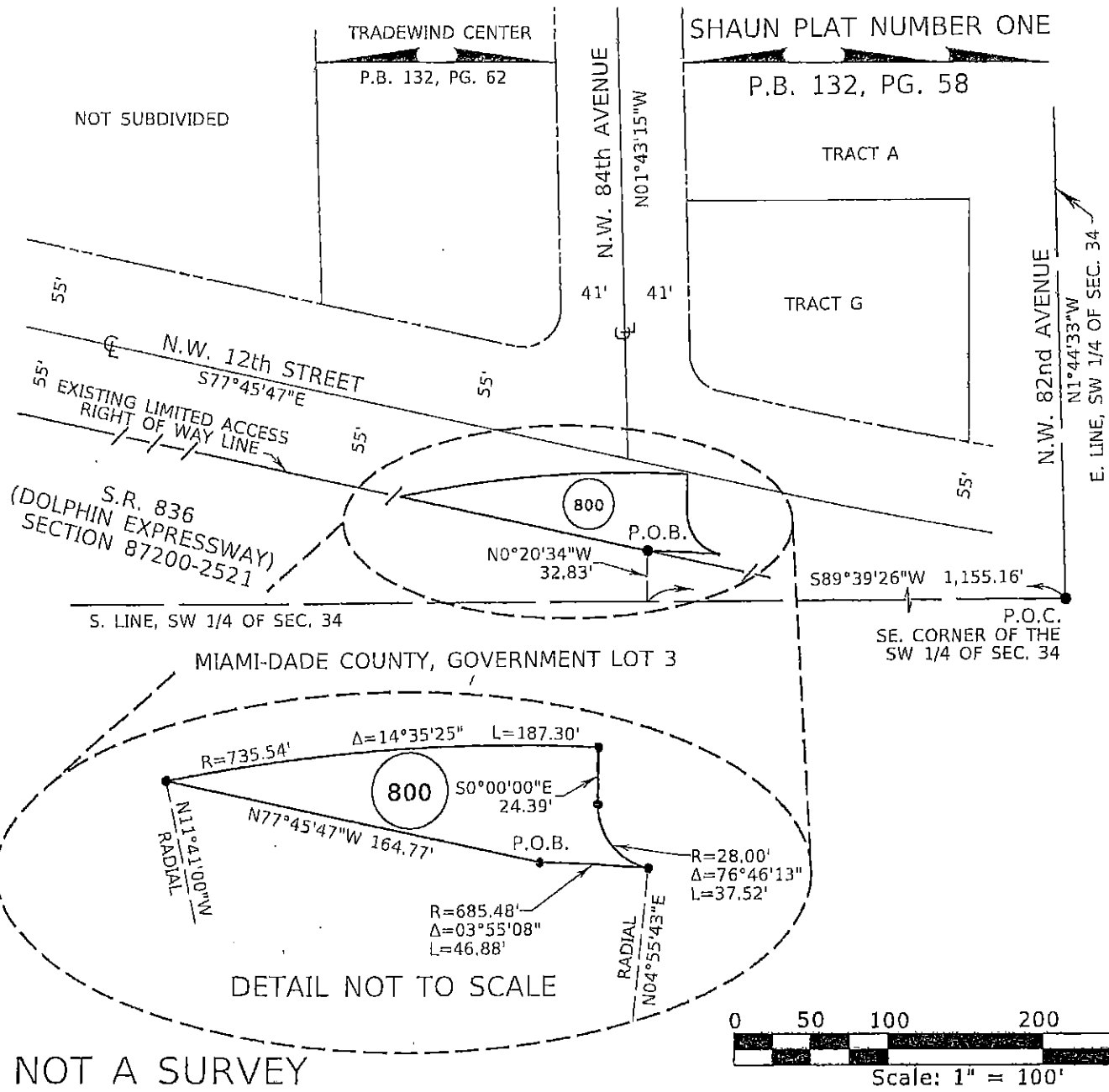
PARCEL 800

SEC. 34,
TWP. 53 S.,
RGE. 40 E.

EXHIBIT "A.800"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

CITY OF DORAL SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST.



PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
800	CITY OF DORAL	461 SQ.FT.	N/A	N/A

0 50 100 200 300

Scale: 1" = 100'

NOT A SURVEY

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836 / DOLPHIN EXPRESSWAY — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	J.P.	01/14
CHECKED	C.E.A.	01/14

PREPARED BY: MANUEL G. VERA & ASSOC. LB-2439

DATA SOURCE: SEE SURVEYOR'S NOTES

F.P. NO. N/A | SECTION 87200-0000 | SHEET 02 OF 02

Exhibit B

Miami-Dade Expressway Authority's and State of Florida's Perpetual Easement
To Miami-Dade County

Exhibit B

Instrument prepared by and to be returned to:

Miami-Dade County
Public Works & Waste Management Dept.
Roadway Engineering and Right of Way Division
Attention: Luis F. Lacau, P.L.S.

Copy to:
Miami-Dade County Expressway Authority c/o Juan Toledo
3790 NW 21st Street
Miami, FL 33142

Miami Dade County PERPETUAL EASEMENT FOR USE OF DESIGNATED PORTIONS OF SR 836 between NW 78th Avenue and NW 89th Court

PERPETUAL EASEMENT
(Public Purpose)

THIS EASEMENT made this _____ day of _____, 2015, by the MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate, a public instrumentality, and an agency of the State, Grantor, and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, Grantee,

WITNESSETH: That the Grantor for and in consideration of the sum of Ten Dollars and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a Perpetual Easement to maintain, operate and improve a portion of NW 12th Street between approximately NW 79th Avenue and NW 89th Court lying within MDX right of way in, over, under, upon and through the following described land in Miami-Dade County, Florida:

A PORTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY FOR SR-836 (DOLPHIN EXPRESSWAY) AS RECORDED IN PLAT BOOK 124 AT PAGE 97 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LYING WITHIN A PORTION OF SECTION 33, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THESE CORNER OF SECTION 33, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE N1'43'15"W ALONG THE EAST LINE OF THE SE 1/4 OF SECTION 33 FOR A DISTANCE OF 200.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 105.00 FEET SOUTH OF THE CENTERLINE OF NW 12TH STREET; THENCE S88'16'45"W ALONG SAID LINE PARALLEL WITH AND 105.00 FEET SOUTH OF THE CENTERLINE OF NW 12TH STREET FOR A DISTANCE OF 74.60 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE S88'16'45"W ALONG SAID LINE PARALLEL WITH AND 105.00 FEET SOUTH OF THE CENTERLINE OF NW 12TH STREET FOR A DISTANCE OF 118.62 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE ALSO BEING CONCENTRIC AND 105.00 FEET SOUTH OF THE CENTERLINE OF NW 12TH STREET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,759.79 FEET AND A CENTRAL ANGLE OF 7'20'21" FOR A DISTANCE OF 353.51 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 25.00 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF C.S.X. RAILROAD, SAID LINE IS ALSO THE LIMITED ACCESS

RIGHT OF WAY LINE FOR SR-836 (DOLPHIN EXPRESSWAY); THENCE S56'07'49"W ALONG SAID PARALLEL LINE FOR A DISTANCE OF 39.34 FEET; THENCE N33'52'11"W FOR A DISTANCE OF 25.00 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF C.S.X, RAILROAD AND LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 (DOLPHIN EXPRESSWAY); THENCE N56'07'49"E ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF C.S.X, RAILROAD AND LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 (DOLPHIN EXPRESSWAY) FOR A DISTANCE OF 103.45 FEET TO A POINT OF A CIRCULAR CURVE TO THE RIGHT, SAID POINT BEARS N8'05' 14"W FROM THE CENTER OF SAID CURVE; THENCE ALONG THE LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 (DOLPHIN EXPRESSWAY) FOR THE FOLLOWING DESCRIBED TW0(2) COURSES; 1) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,809.79 FEET AND A CENTRAL ANGLE OF 6'21'59" FOR A DISTANCE OF 312.21 FEET TO THE POINT OF TANGENCY; 2) THENCE N88'16'45"E FOR A DISTANCE OF 118.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 55.00 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 33; THENCE S01'43'15"E ALONG THE PREVIOUSLY DESCRIBED LINE FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 24,356 SQUARE FEET OR 0.559 ACRES, MORE OR LESS.

AND

A PORTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY FOR SR-836 (DOLPHIN EXPRESSWAY) AS RECORDED IN PLAT BOOK 124 AT PAGE 97 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LYING WITHIN PORTIONS OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST AND GOVERNMENT LOT 3 LYING BETWEEN TOWNSHIPS 53 AND 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE N1'43'15"W ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 34 FOR A DISTANCE OF 250.00 FEET TO A POINT ON THE NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 (DOLPHIN EXPRESSWAY); THENCE ALONG THE NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 (DOLPHIN EXPRESSWAY) FOR THE FOLLOWING DESCRIBED SEVEN(7) COURSES; 1) THENCE N88'16'45"E FOR A DISTANCE OF 124.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,809.79 FEET AND A CENTRAL ANGLE OF 00'49'19" FOR A DISTANCE OF 40.30 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; 3) THENCE CONTINUE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,809.79 FEET AND A CENTRAL ANGLE OF 13'08'09" FOR A DISTANCE OF 644.19 FEET TO THE POINT OF TANGENCY; 4) THENCE S77'45'47"E FOR A DISTANCE OF 786.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; 5) THENCE SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,919.79 FEET AND A CENTRAL ANGLE OF 12'34'46" FOR A DISTANCE OF 641.05 FEET TO THE POINT OF TANGENCY; 6) THENCE N89'39'26"E FOR A DISTANCE OF 439.69 FEET; 7) THENCE N89'47'56"E FOR A DISTANCE OF 216.99 FEET; THENCE S73'21'18"W FOR A DISTANCE OF 79.11 FEET; THENCE 585'29'40"W FOR A DISTANCE OF 582.29 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS S0'20'34"E FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID

CURVE BEING CONCENTRIC WITH AND 120.00 FEET SOUTHERLY OF THE CENTERLINE OF NW 12TH STREET, HAVING A RADIUS OF 2,984.79 FEET AND A CENTRAL ANGLE OF 12'34'46" FOR A DISTANCE OF 655.33 FEET TO THE POINT OF TANGENCY; THENCE N77'45'47"W ALONG A LINE PARALLEL WITH AND 120.00 FEET SOUTHERLY OF THE CENTERLINE OF NW 12TH STREET FOR A DISTANCE OF 87.02 FEET; THENCE N72'01'26"W FOR A DISTANCE OF 200.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 100.00 FEET SOUTHERLY OF THE CENTERLINE OF NW 12TH STREET; THENCE N77'45'47"W ALONG SAID PARALLEL LINE FOR A DISTANCE OF 500.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE CONTINUE NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING CONCENTRIC WITH AND 100.00 FEET SOUTHERLY OF THE CENTERLINE OF NW 12TH STREET, HAVING A RADIUS OF 2,764.79 FEET AND A CENTRAL ANGLE OF 13'07'21" FOR A DISTANCE OF 633.22 FEET TO A POINT; THENCE NOI'43'15"W FOR A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 148,092 SQUARE FEET OR 3.400 ACRES, MORE OR LESS.

Also described and illustrated in Exhibit B.802 and B.803 attached hereto.

TO HAVE AND TO HOLD the said premises unto the Grantee, subject, however, to the following conditions:

THAT this Easement is solely for the purpose of operating, improving and maintaining NW 12th Street and related components, and no other uses of the Easement are permitted unless it is related to road or road improvements or utility access. Grantor's use of the land subject to this Easement shall in no way interfere with Grantee's use of such land consistent with the rights set forth herein.

THAT in the event said transportation use is permanently discontinued or abandoned, Grantee's Easement shall terminate, title to the above described property shall immediately revert to the Grantor, and Grantor shall have the right to immediately possess same.

THAT Grantee shall not obstruct Grantor's right-of-way located immediately adjacent to the Easement Area, except as may be required temporarily from time to time to effect the construction, inspection, maintenance, repairs, improvements and replacement of its road improvements. Any such work outside of the Easement area and within the grantor's right of way is subject to formal approval and permit by Grantor. Grantee shall promptly repair any damage to the Grantor's right-of-way, resulting from Grantee's exercising its rights hereunder.

THAT during the time that Grantee is the owner of the Easement, Grantee will indemnify and hold Grantor harmless from any and all damages and/or liability, claims, demand, actions and/or suits of any nature arising out of, relating to, or resulting from any negligent or wrongful act(s) of Grantee's employees, agent, or instrumentalities, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Grantee hereunder, to the extent and within the limitation of Section 768.28, Florida Statutes.

However, nothing herein shall be deemed to indemnify Grantor from any liability or claim arising out of the negligent performance or failure of performance of Grantor.

THAT this Easement is subject to all applicable permit requirements and any other required agreements or approvals and concurrences.

THAT the Easement is granted as approved by MDX, Grantor, at its Board Meeting of May 19, 2015.

THAT the provisions of this Easement may be enforced by all appropriate actions at law and in equity by the respective parties.

THAT Grantor makes no representations as to the title or condition of the property within the Easement Area or the suitability of the Easement Area property for the use intended hereunder.

The Rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

This instrument may be amended or modified only by written instrument, executed and acknowledge by the parties hereto or their successors and assigns, and recorded in the Public Records of Miami-Dade County.

This Easement is subject to the rights, responsibilities, and obligations set forth in the attached Interlocal Agreement the terms of which shall supercede any inconsistent provision herein.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name by its Board, acting by and through the Executive Director, and attested to by the Secretary or Assistant Secretary of said Board, the day and year first above written

(OFFICIAL SEAL)

MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY

By: _____
Javier Rodriguez, P.E., Executive Director

ATTEST: MARIALUISA NAVIA LOBO,
SECRETARY OF SAIDFOR THE MDX BOARD

By: _____
Secretary

MIAMI-DADE EXPRESSWAY AUTHORITY
MIAMI-DADE COUNTY FLORIDA
MDX

EXHIBIT "A.801" PARCEL 801
LEGAL DESCRIPTION

PORTIONS OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST AND GOVERNMENT LOT 3 LYING BETWEEN TOWNSHIPS 53 AND 54 SOUTH, RANGE 40 EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF THE SW 1/4 OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE S89°39'26"W ALONG THE SOUTH LINE OF SAID SW 1/4 OF SECTION 34 FOR A DISTANCE OF 73.24 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE N00°24'00"W FOR A DISTANCE OF 11.32 FEET; THENCE S88°20'38"W FOR A DISTANCE OF 13.95 FEET; THENCE S89°15'38"W FOR A DISTANCE OF 288.85 FEET; THENCE S89°39'26"W FOR A DISTANCE OF 63.71 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,855.79 FEET AND A CENTRAL ANGLE OF 12°34'46" FOR A DISTANCE OF 627.00 FEET TO THE POINT OF TANGENCY; THENCE N77°45'47"W FOR A DISTANCE OF 59.59 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, AND SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 8.00 FEET AND A CENTRAL ANGLE OF 102°14'13" FOR A DISTANCE OF 14.27 FEET TO THE POINT OF TANGENCY; THENCE S00°00'00"E FOR A DISTANCE OF 25.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 76°46'13" FOR A DISTANCE OF 37.52 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,698.00 FEET AND A CENTRAL ANGLE OF 08°29'03" FOR A DISTANCE OF 399.51 FEET TO A POINT; THENCE N80°41'08"E FOR A DISTANCE OF 51.29 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS S3°41'03"W FROM THE CENTER OF SAID CURVE; THENCE SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,666.00 FEET AND A CENTRAL ANGLE OF 07°01'30" FOR A DISTANCE OF 329.33 FEET TO THE POINT OF TANGENCY; THENCE N86°39'33"E FOR A DISTANCE OF 259.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY, NORTHERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2.50 FEET AND A CENTRAL ANGLE OF 85°37'03" FOR A DISTANCE OF 3.74 FEET TO A POINT; THENCE N00°24'00"W FOR A DISTANCE OF 13.54 FEET TO THE POINT OF BEGINNING

CONTAINING 49,011 SQUARE FEET OR 1.13 ACRES, MORE OR LESS.

SURVEYOR'S NOTES:

- LEGAL DESCRIPTION FOR PARCEL 801 WAS PREPARED BY MANUEL G. VERA & ASSC. AS DIRECTED BY A & P CONSULTING TRANSPORTATION ENGINEERS, CORP.
- FIELD CONDITIONS WERE NOT VERIFIED AT TIME OF SKETCH.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENTS, DEED RESTRICTIONS, OR MURPHY ACT DEEDS. THIS INFORMATION SHOULD BE OBTAINED THROUGH APPROPRIATE VERIFICATION.
- THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, A BEARING OF S89°39'26"W WAS ESTABLISHED ALONG SOUTH LINE OF THE SW 1/4 OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST.
- ADDITIONS AND/OR DELETIONS TO SURVEY MAPS, SKETCHES OR REPORTS BY ANY PARTY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
- THIS DOCUMENT CONSISTS OF THREE(3) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.
- NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THIS SKETCH TO ACOMPANY LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFFESIONAL SURVEYORS AND MAPPERS, REFERENCED IN RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTIONS 472.027, FLORIDA STATUES.

MANUEL G. VERA JR. DATE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 5291
LICENSED BUSINESS: LB#2439
13960 SW 47th STREET, MIAMI FLORIDA 33175

NOT A SURVEY

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836 / DOLPHIN EXPRESSWAY — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	J.P.	01/14
CHECKED	C.E.A.	01/14

PREPARED BY: MANUEL G. VERA & ASSOC. LB-2439

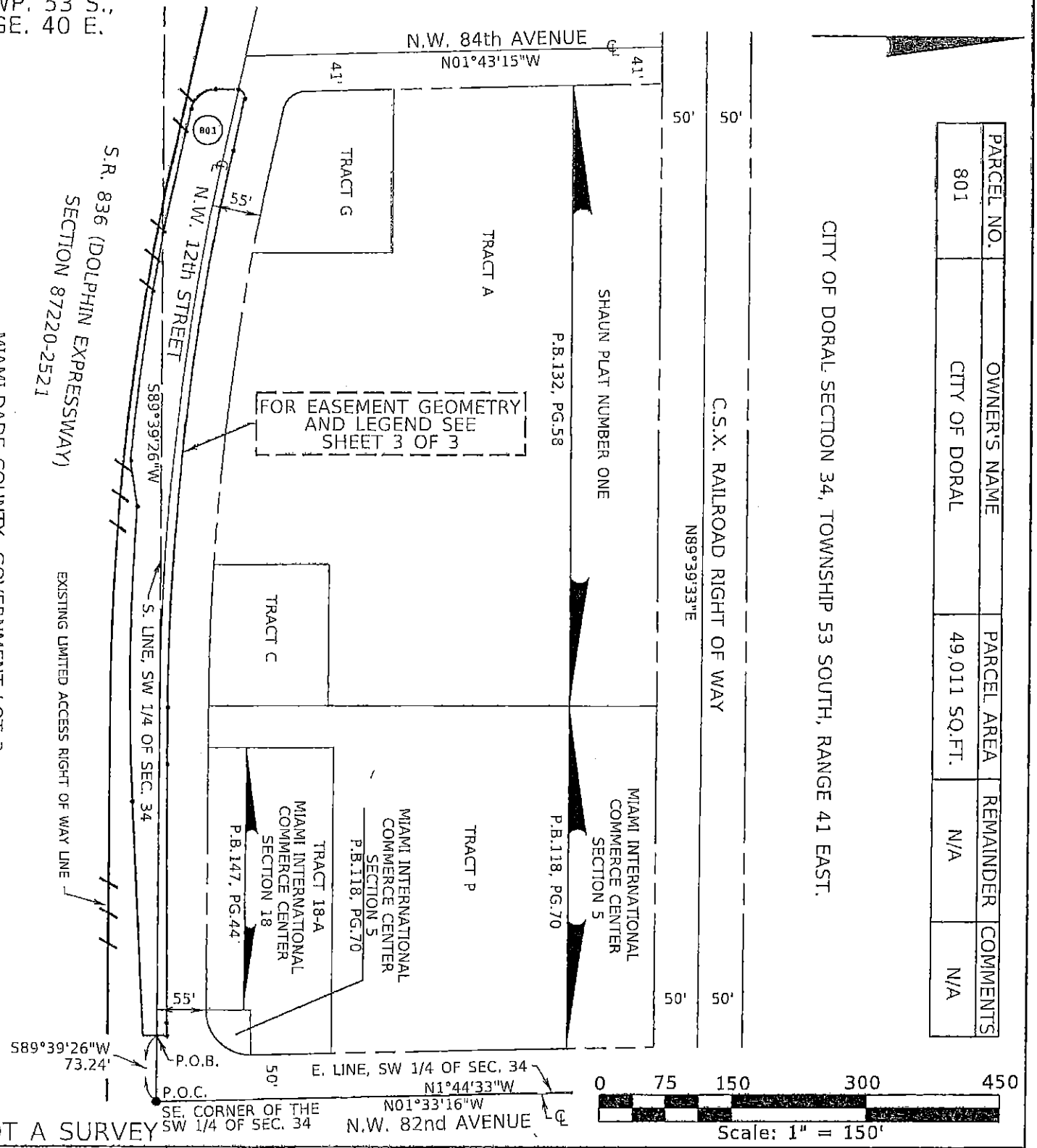
DATA SOURCE: SEE SURVEYOR'S NOTES

F.P. NO. N/A | SECTION 87200-0000 | SHEET 01 OF 03

SEC. 34 &
GOV. LOT 3
TWP. 53 S.;
RGE. 40 E.

EXHIBIT "A.801" PARCEL 801

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
801	CITY OF DORAL	49,011 SQ.FT.	N/A	N/A

NOT A SURVEY

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836 / DOLPHIN EXPRESSWAY — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	J.P.	01/14
CHECKED	C.E.A.	01/14

PREPARED BY: MANUEL G. VERA & ASSOC. LB-2439

DATA SOURCE: SEE SURVEYOR'S NOTES

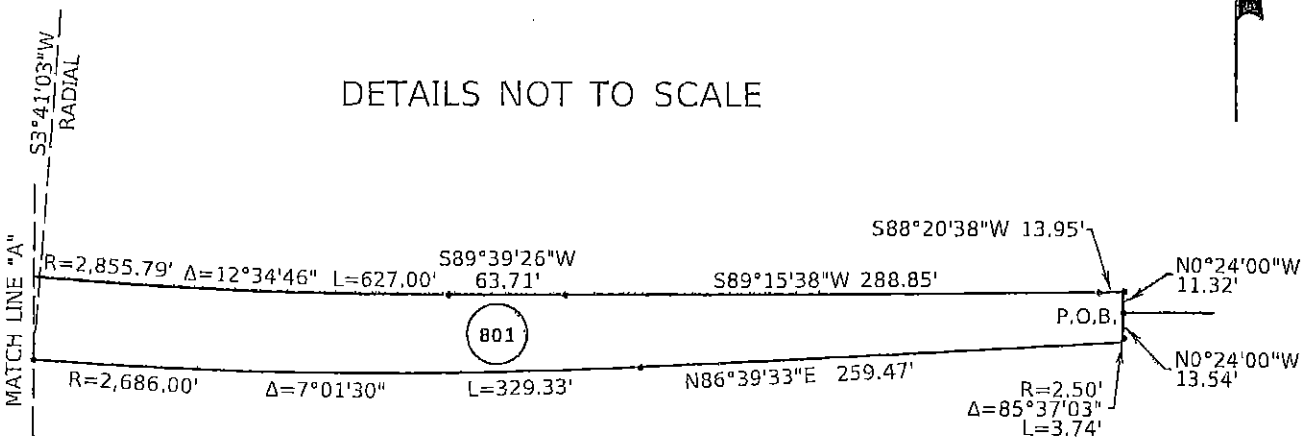
F.P. NO. N/A | SECTION 87200-0000 | SHEET 02 OF 03

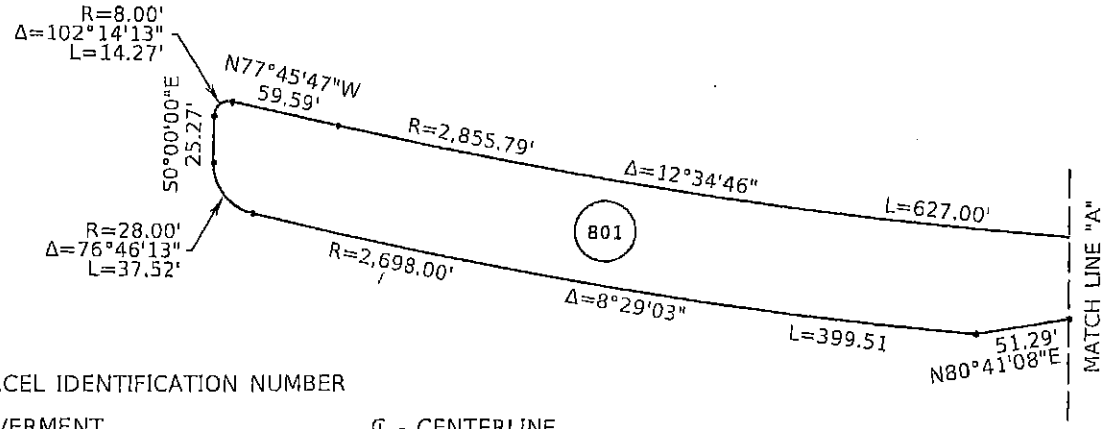
SEC. 34 &
GOV. LOT 3
TWP. 53 S.,
RGE. 40 E.

EXHIBIT "A.801"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PARCEL 801

DETAILS NOT TO SCALE





LEGEND:

(801) - PARCEL IDENTIFICATION NUMBER

GOV. - GOVERMENT
E. - EAST
S. - SOUTH
SEC. - SECTION
TWP. - TOWNSHIP
RGE. - RANGE
EXIST. - EXISTING
L.A. - LIMITED ACCESS
R/W - RIGHT OF WAY
P.B. - PLAT BOOK
O.R.B. - OFFICIAL RECORD BOOK
PG. - PAGE
POC - POINT OF COMMENCE
POB - POINT OF BEGINNING
C - CALCULATED
FDOT - FLORIDA DEPARTMENT OF TRANPORTATION

℄ - CENTERLINE
Δ - DELTA
L - LENGHT
R - RADIUS

NOT A SURVEY

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836 / DOLPHIN EXPRESSWAY — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	J.P.	01/14
CHECKED	C.E.A.	01/14

PREPARED BY: MANUEL G. VERA & ASSOC. LB-2439

DATA SOURCE: SEE SURVEYOR'S NOTES

F.P. NO. N/A | SECTION 87200-0000 | SHEET 03 OF 03

EXHIBIT "B.802" PARCEL 802

SURVEYOR'S NOTES:

- LEGAL DESCRIPTION FOR PARCEL 802 WAS PREPARED BY MANUEL G. VERA & ASSC. AS DIRECTED BY A & P CONSULTING TRANSPORTATION ENGINEERS, CORP.
- FIELD CONDITIONS WERE NOT VERIFIED AT TIME OF SKETCH.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENTS, DEED RESTRICTIONS, OR MURPHY ACT DEEDS. THIS INFORMATION SHOULD BE OBTAINED THROUGH APPROPRIATE VERIFICATION.
- THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983. A BEARING OF N 89°22'39"E WAS ESTABLISHED ALONG SOUTH LINE OF THE SE 1/4 OF SECTION 33, TOWNSHIP 53 SOUTH, RANGE 40 EAST.
- ADDITIONS AND/OR DELETIONS TO SURVEY MAPS, SKETCHES OR REPORTS BY ANY PARTY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
- THIS DOCUMENT CONSISTS OF THREE(3) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.
- NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THIS SKETCH TO ACOMPANY LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFFESIONAL SURVEYORS AND MAPPERS, REFERENCED IN RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTIONS 472.027, FLORIDA STATUES.

LEGEND:

(801) - PARCEL IDENTIFICATION NUMBER

GOV.	- GOVERMENT
E.	- EAST
S.	- SOUTH
SEC.	- SECTION
TWP.	- TOWNSHIP
RGE.	- RANGE
EXIST.	- EXISTING
L.A.	- LIMITED ACCESS
R/W	- RIGHT OF WAY
P.B.	- PLAT BOOK
O.R.B.	- OFFICIAL RECORD BOOK
PG.	- PAGE
POC	- POINT OF COMMENCE
POB	- POINT OF BEGINNING
C	- CALCULATED
FDOT	- FLORIDA DEPARTMENT OF TRANPORTATION
$\mathbb{C}$	- CENTERLINE
Δ	- DELTA
L	- LENGHT
R	- RADIUS

MANUEL G. VERA JR. DATE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 5291
LICENSED BUSINESS: LB#2439
13960 SW 47th STREET, MIAMI FLORIDA 33175

NOT A SURVEY

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836 / DOLPHIN EXPRESSWAY — MIAMI-DADE COUNTY

	BY	DATE	PREPARED BY:	DATA SOURCE:
			MANUEL G. VERA & ASSOC. LB-2439	SEE SURVEYOR'S NOTES
DRAWN	J.A.	04/15		
CHECKED	C.E.A.	04/15	F.P. NO. N/A SECTION 87200	SHEET 01 OF 03

EXHIBIT "B.802"
LEGAL DESCRIPTION

PARCEL 802

LEGAL DESCRIPTION - PARCEL 802

A PORTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY FOR SR-836 (DOLPHIN EXPRESSWAY) AS RECORDED IN PLAT BOOK 124 AT PAGE 97 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LYING WITHIN A PORTION OF SECTION 33, TOWNSHIP 53 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF SECTION 33, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE N1°43'15"W ALONG THE EAST LINE OF THE SE 1/4 OF SECTION 33 FOR A DISTANCE OF 200.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 105.00 FEET SOUTH OF THE CENTERLINE OF NW 12TH STREET; THENCE S88°16'45"W ALONG SAID LINE PARALLEL WITH AND 105.00 FEET SOUTH OF THE CENTERLINE OF NW 12TH STREET FOR A DISTANCE OF 74.60 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE S88°16'45"W ALONG SAID LINE PARALLEL WITH AND 105.00 FEET SOUTH OF THE CENTERLINE OF NW 12TH STREET FOR A DISTANCE OF 118.62 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE ALSO BEING CONCENTRIC AND 105.00 FEET SOUTH OF THE CENTERLINE OF NW 12TH STREET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,759.79 FEET AND A CENTRAL ANGLE OF 7°20'21" FOR A DISTANCE OF 353.51 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 25.00 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY RIGHT OF WAY LINE OF C.S.X. RAILROAD, SAID LINE IS ALSO THE LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 (DOLPHIN EXPRESSWAY); THENCE S56°07'49"W ALONG SAID PARALLEL LINE FOR A DISTANCE OF 39.34 FEET; THENCE N33°52'11"W FOR A DISTANCE OF 25.00 FEET TO A POINT ON SAID SOUTHEASTERLY RIGHT OF WAY LINE OF C.S.X, RAILROAD AND LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 (DOLPHIN EXPRESSWAY); THENCE N56°07'49"E ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF C.S.X, RAILROAD AND LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 (DOLPHIN EXPRESSWAY) FOR A DISTANCE OF 103.45 FEET TO A POINT OF A CIRCULAR CURVE TO THE RIGHT, SAID POINT BEARS N8°05'14"W FROM THE CENTER OF SAID CURVE; THENCE ALONG THE LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 (DOLPHIN EXPRESSWAY) FOR THE FOLLOWING DESCRIBED TWO(2) COURSES; 1) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,809.79 FEET AND A CENTRAL ANGLE OF 6°21'59" FOR A DISTANCE OF 312.21 FEET TO THE POINT OF TANGENCY; 2) THENCE N88°16'45"E FOR A DISTANCE OF 118.62 FEET TO A POINT ON A LINE PARALLEL WITH AND 55.00 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 33; THENCE S01°43'15"E ALONG THE PREVIOUSLY DESCRIBED LINE FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 24,356 SQUARE FEET OR 0.559 ACRES, MORE OR LESS.

NOT A SURVEY

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836 / DOLPHIN EXPRESSWAY — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	J.A.	04/15
CHECKED	C.E.A.	04/15

PREPARED BY: MANUEL G. VERA & ASSOC. LB-2439

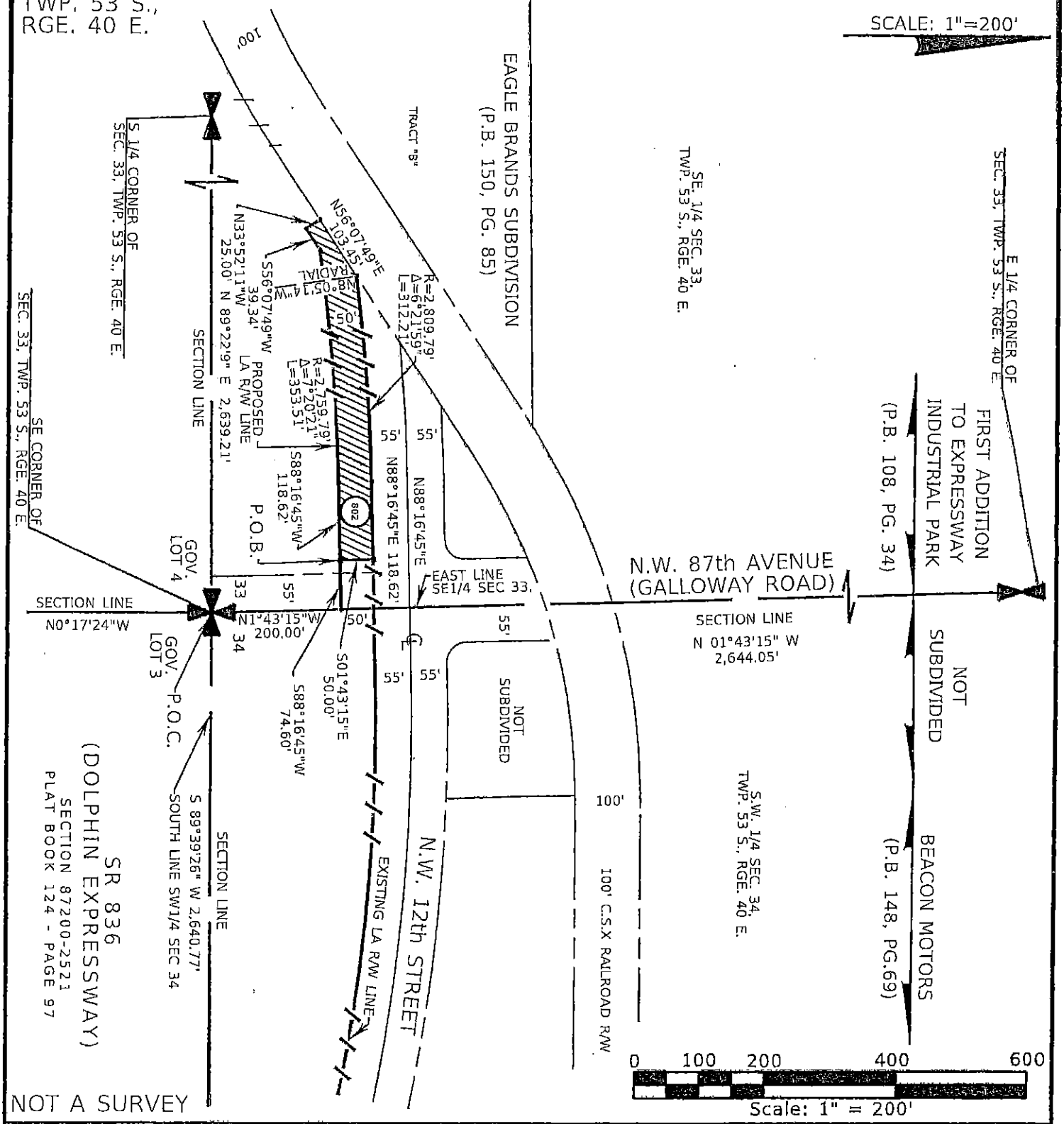
DATA SOURCE: SEE SURVEYOR'S NOTES

F.P. NO. N/A — SECTION 87200 — SHEET 02 OF 03

EXHIBIT "B.802" PARCEL 802

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SEC. 33
TWP. 53 S.,
RGE. 40 E.



NOT A SURVEY

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836 / DOLPHIN EXPRESSWAY — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	J.A.	04/15
CHECKED	C.E.A.	04/15

PREPARED BY: MANUEL G. VERA & ASSOC. LB-2439

DATA SOURCE: SEE SURVEYOR'S NOTES

F.P. NO. N/A | SECTION 87200 | SHEET 03 OF 03

EXHIBIT "B.803" PARCEL 803

SURVEYOR'S NOTES:

- LEGAL DESCRIPTION FOR PARCEL 803 WAS PREPARED BY MANUEL G. VERA & ASSC. AS DIRECTED BY A & P CONSULTING TRANSPORTATION ENGINEERS, CORP.
- FIELD CONDITIONS WERE NOT VERIFIED AT TIME OF SKETCH.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHTS-OF-WAY, EASEMENTS OF RECORD, OWNERSHIP, ABANDONMENTS, DEED RESTRICTIONS, OR MURPHY ACT DEEDS. THIS INFORMATION SHOULD BE OBTAINED THROUGH APPROPRIATE VERIFICATION.
- THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983. A BEARING OF S89°39'26"W WAS ESTABLISHED ALONG SOUTH LINE OF THE SW 1/4 OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST.
- ADDITIONS AND/OR DELETIONS TO SURVEY MAPS, SKETCHES OR REPORTS BY ANY PARTY OTHER THAN THE SIGNING PARTY ARE PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY.
- THIS DOCUMENT CONSISTS OF FIVE(5) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID, AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.
- NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- THIS SKETCH TO ACOMPANY LEGAL DESCRIPTION IS IN COMPLIANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH BY THE FLORIDA BOARD OF PROFFESIONAL SURVEYORS AND MAPPERS, REFERENCED IN RULE 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTIONS 472.027, FLORIDA STATUES.

LEGEND:

(803) - PARCEL IDENTIFICATION NUMBER

GOV. - GOVERMENT
E. - EAST
S. - SOUTH
SEC. - SECTION
TWP. - TOWNSHIP
RGE. - RANGE
EXIST. - EXISTING
L.A. - LIMITED ACCESS
R/W - RIGHT OF WAY
P.B. - PLAT BOOK
O.R.B. - OFFICIAL RECORD BOOK
PG. - PAGE
POC - POINT OF COMMENCE
POB - POINT OF BEGINNING
C - CALCULATED
FDOT - FLORIDA DEPARTMENT OF TRANPORTATION
℄ - CENTERLINE
Δ - DELTA
L - LENGHT
R - RADIUS

MANUEL G. VERA JR. DATE
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. 5291
LICENSED BUSINESS: LB#2439
13960 SW 47th STREET, MIAMI FLORIDA 33175

NOT A SURVEY

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836 / DOLPHIN EXPRESSWAY — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	J.A.	04/15
CHECKED	C.E.A.	04/15

PREPARED BY: MANUEL G. VERA & ASSOC. LB-2439

DATA SOURCE: SEE SURVEYOR'S NOTES

F.P. NO. N/A — SECTION 87200 — SHEET 01 OF 05

EXHIBIT "B.803"
LEGAL DESCRIPTION

PARCEL 803

LEGAL DESCRIPTION - PARCEL 803

A PORTION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY FOR SR-836 (DOLPHIN EXPRESSWAY) AS RECORDED IN PLAT BOOK 124 AT PAGE 97 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; LYING WITHIN PORTIONS OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST AND GOVERNMENT LOT 3 LYING BETWEEN TOWNSHIPS 53 AND 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF SECTION 34, TOWNSHIP 53 SOUTH, RANGE 40 EAST; THENCE N1°43'15"W ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 34 FOR A DISTANCE OF 250.00 FEET TO A POINT ON THE NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 (DOLPHIN EXPRESSWAY); THENCE ALONG THE NORTHERLY LIMITED ACCESS RIGHT OF WAY LINE FOR SR-836 (DOLPHIN EXPRESSWAY) FOR THE FOLLOWING DESCRIBED SEVEN(7) COURSES; 1) THENCE N88°16'45"E FOR A DISTANCE OF 124.47 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; 2) THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,809.79 FEET AND A CENTRAL ANGLE OF 00°49'19" FOR A DISTANCE OF 40.30 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; 3) THENCE CONTINUE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,809.79 FEET AND A CENTRAL ANGLE OF 13°08'09" FOR A DISTANCE OF 644.19 FEET TO THE POINT OF TANGENCY; 4) THENCE S77°45'47"E FOR A DISTANCE OF 786.01 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; 5) THENCE SOUTHEASTERLY, EASTERLY, AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,919.79 FEET AND A CENTRAL ANGLE OF 12°34'46" FOR A DISTANCE OF 641.05 FEET TO THE POINT OF TANGENCY; 6) THENCE N89°39'26"E FOR A DISTANCE OF 439.69 FEET; 7) THENCE N89°47'56"E FOR A DISTANCE OF 216.99 FEET; THENCE S73°21'18"W FOR A DISTANCE OF 79.11 FEET; THENCE S85°29'40"W FOR A DISTANCE OF 582.29 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, SAID POINT BEARS S0°20'34"E FROM THE CENTER OF SAID CURVE; THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE BEING CONCENTRIC WITH AND 120.00 FEET SOUTHERLY OF THE CENTERLINE OF NW 12TH STREET, HAVING A RADIUS OF 2,984.79 FEET AND A CENTRAL ANGLE OF 12°34'46" FOR A DISTANCE OF 655.33 FEET TO THE POINT OF TANGENCY; THENCE N77°45'47"W ALONG A LINE PARALLEL WITH AND 120.00 FEET SOUTHERLY OF THE CENTERLINE OF NW 12TH STREET FOR A DISTANCE OF 87.02 FEET; THENCE N72°01'26"W FOR A DISTANCE OF 200.00 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 100.00 FEET SOUTHERLY OF THE CENTERLINE OF NW 12TH STREET; THENCE N77°45'47"W ALONG SAID PARALLEL LINE FOR A DISTANCE OF 500.00 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE CONTINUE NORTHWESTERLY, WESTERLY, AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE BEING CONCENTRIC WITH AND 100.00 FEET SOUTHERLY OF THE CENTERLINE OF NW 12TH STREET, HAVING A RADIUS OF 2,764.79 FEET AND A CENTRAL ANGLE OF 13°07'21" FOR A DISTANCE OF 633.22 FEET TO A POINT; THENCE N01°43'15"W FOR A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 148,092 SQUARE FEET OR 3.400 ACRES, MORE OR LESS.

NOT A SURVEY

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836 / DOLPHIN EXPRESSWAY — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	J.A.	04/15
CHECKED	C.E.A.	04/15

PREPARED BY: MANUEL G. VERA & ASSOC. LB-2439

DATA SOURCE: SEE SURVEYOR'S NOTES

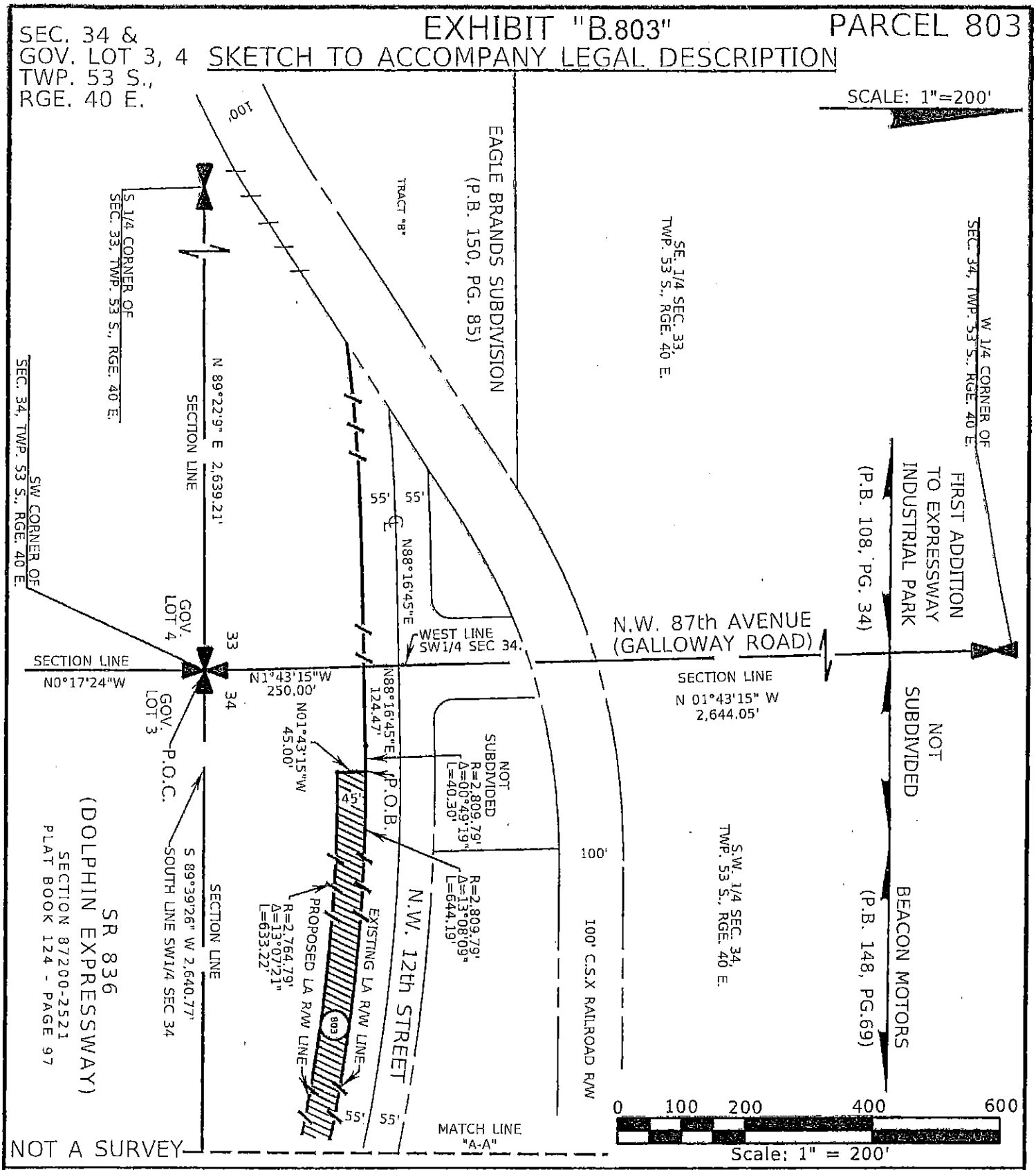
F.P. NO. N/A — SECTION 87200 — SHEET 02 OF 05

SEC. 34 &
GOV. LOT 3, 4
TWP. 53 S.,
RGE. 40 E.

EXHIBIT "B.803"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PARCEL 803



REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836 / DOLPHIN EXPRESSWAY — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	J.A.	04/15
CHECKED	C.E.A.	04/15

PREPARED BY: MANUEL G. VERA & ASSOC. LB-2439

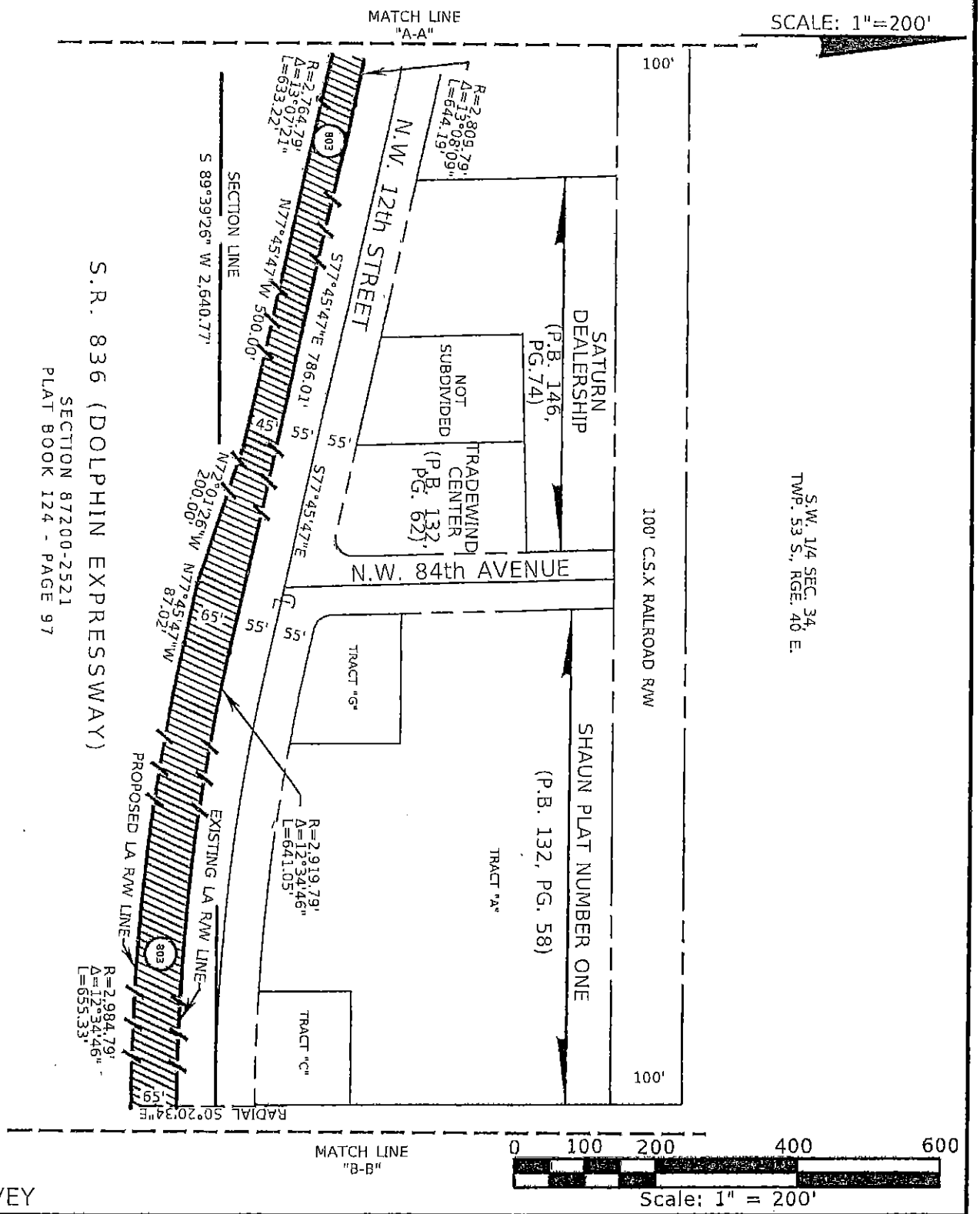
DATA SOURCE: SEE SURVEYOR'S NOTES

F.P. NO. N/A | SECTION 87200 | SHEET 03 OF 05

SEC. 34 &
GOV. LOT 3
TWP. 53 S.,
RGE. 40 E.

EXHIBIT "B.803" PARCEL 803

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



NOT A SURVEY

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836 / DOLPHIN EXPRESSWAY — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	J.A.	04/15
CHECKED	C.E.A.	04/15

PREPARED BY: MANUEL G. VERA & ASSOC. LB-2439

DATA SOURCE: SEE SURVEYOR'S NOTES

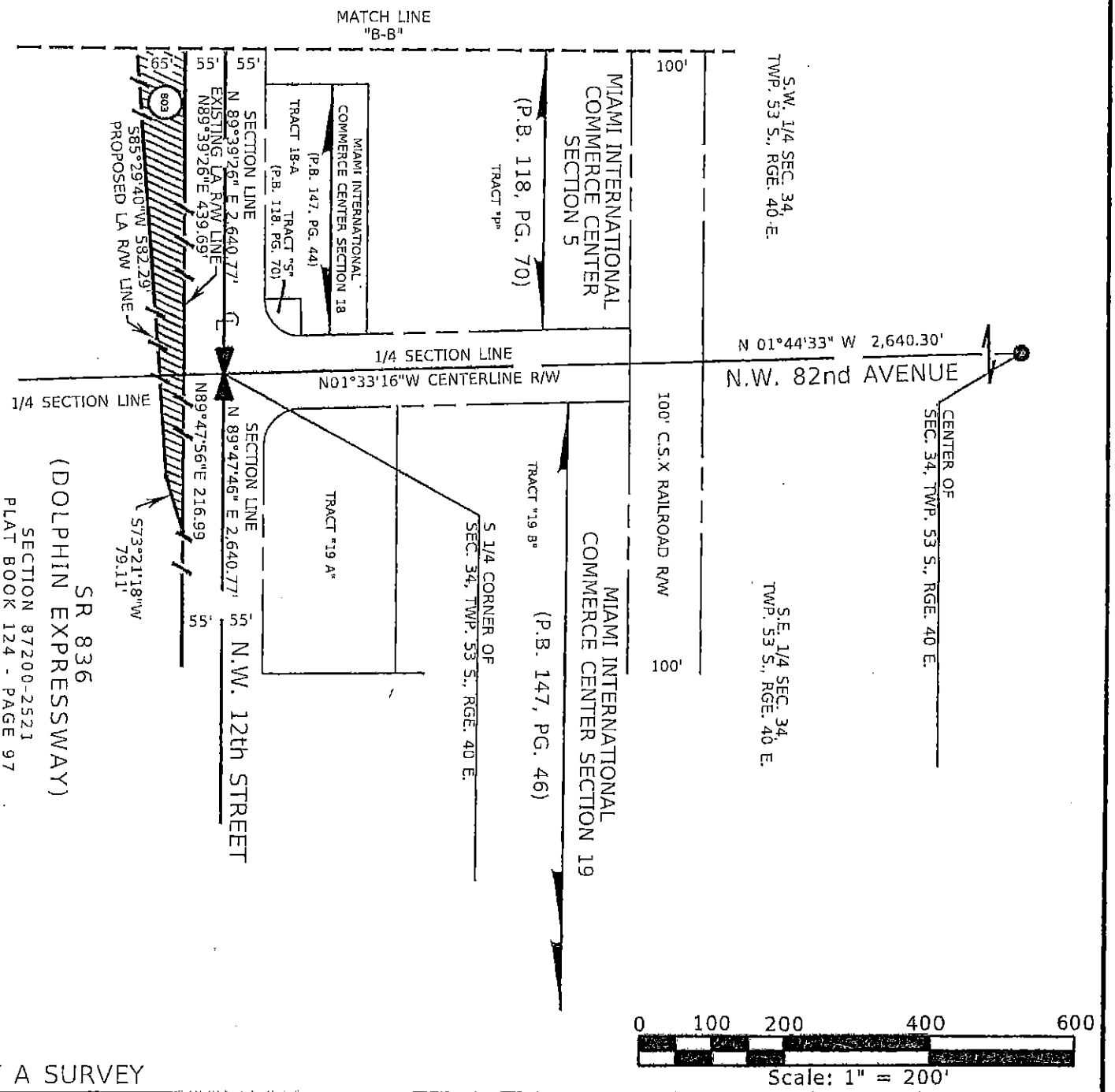
F.P. NO. N/A | SECTION 87200 | SHEET 04 OF 05

SEC. 34
GOV. LOT 3
TWP. 53 S.,
RGE. 40 E.

EXHIBIT "B.803" PARCEL 803

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE: 1"=200'



NOT A SURVEY

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836 / DOLPHIN EXPRESSWAY — MIAMI-DADE COUNTY

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DRAWN	J.A.	04/15
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PREPARED BY: MANUEL G. VERA & ASSOC. LB-2439

DATA SOURCE: SEE SURVEYOR'S NOTES

F.P. NO. N/A | SECTION 87200 | SHEET 05 OF 05

Exhibit C

Fence Improvement Area

EXHIBIT C

NW 87th AVENUE INTERCHANGE AT SR-836 / ROW

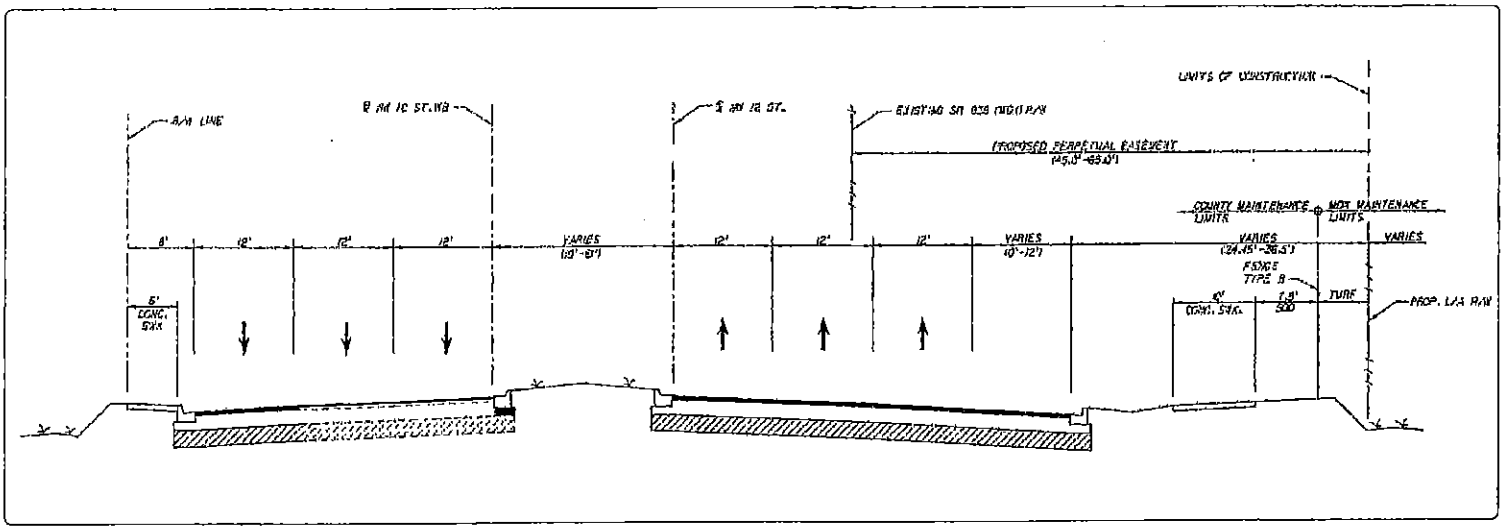
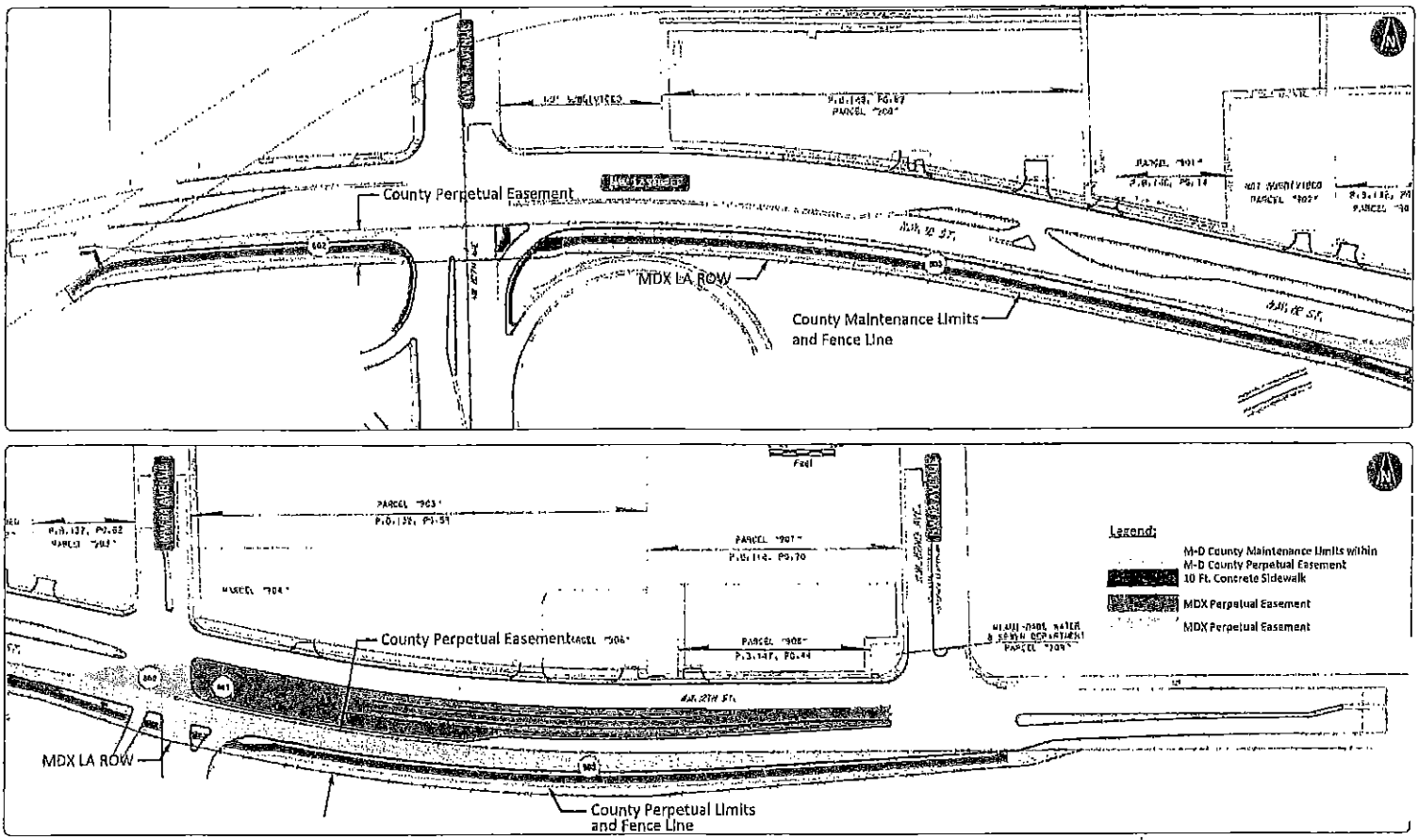


EXHIBIT C

NW 87th AVENUE INTERCHANGE AT SR-836 / ROW



A&P CONSULTING TRANSPORTATION ENGINEERS, CORP.

Exhibit D

FDOT's Approval of Realignment of Limited Access Line

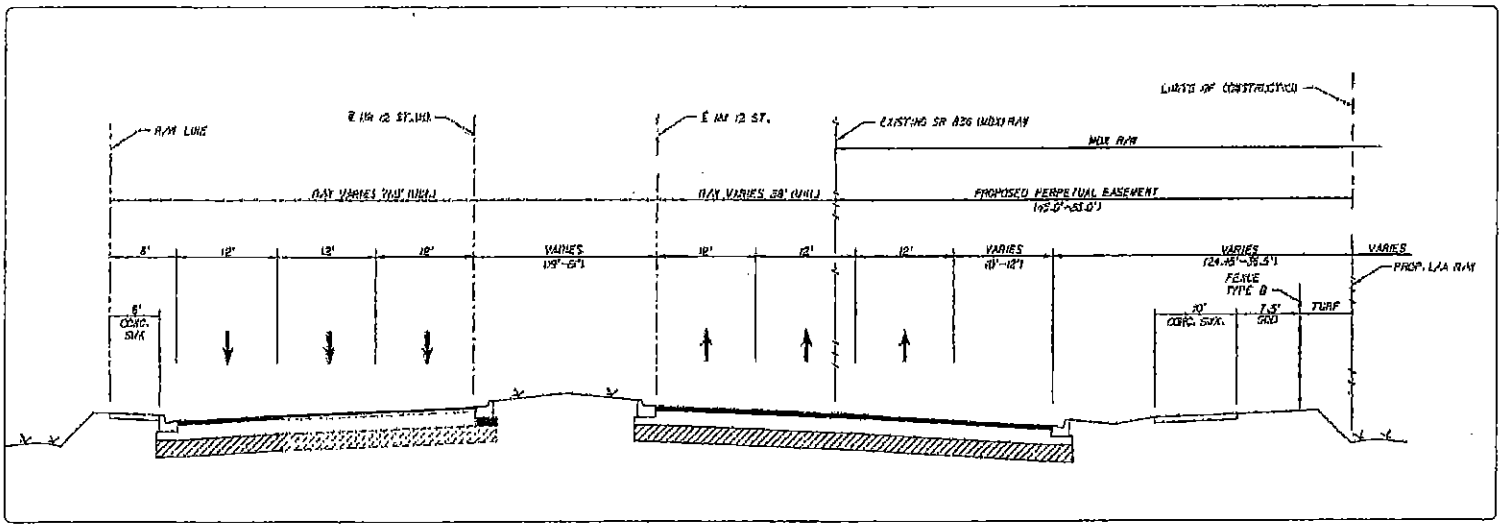
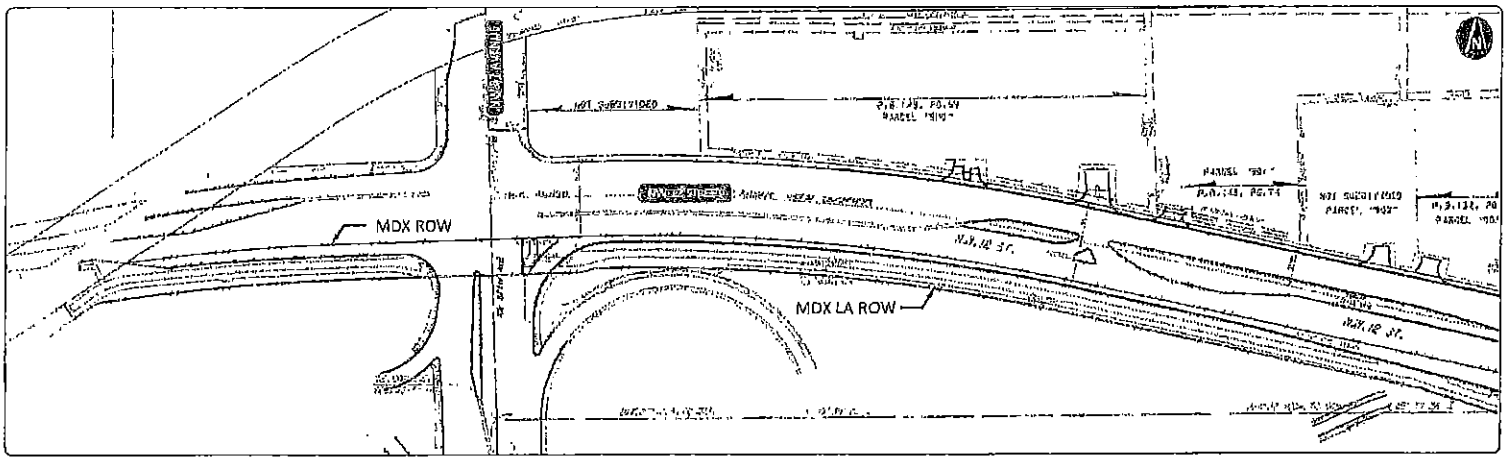
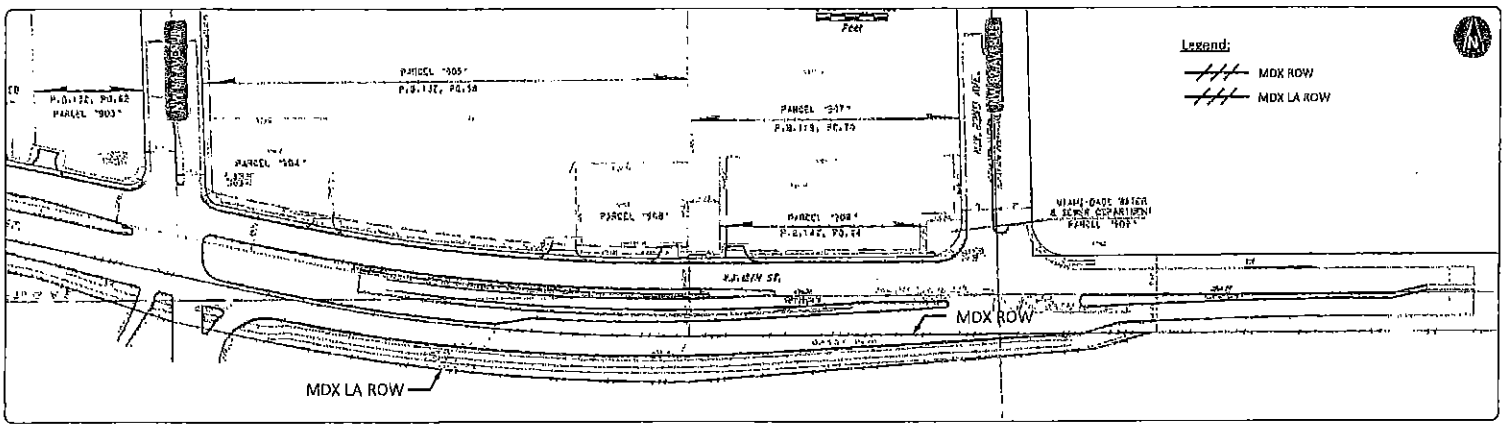

LIMITS OF CONSTRUCTION
R/W LINE
℄ NW 12 ST.
℄ NW 12 ST.
EXISTING SR 836 (WDOT) R/W
WDOT R/W
PROPOSED PERPETUAL EASEMENT
VARIES
VARIES
VARIES
VARIES
VARIES
PROP. L/A R/W
FENCE TYPE D
TURF
6' CONC. SWK.
10' CONC. SWK.
1.5' SOD

EXHIBIT D

NW 87th AVENUE INTERCHANGE AT SR-836 / ROW





A&P CONSULTING TRANSPORTATION ENGINEERS, CORP.

Exhibit E

Project Drawings