

MEMORANDUM

Agenda Item No. 8(F)(1)

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

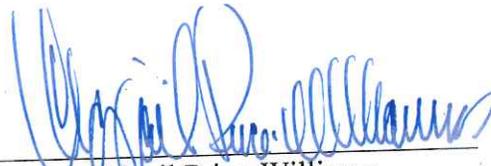
DATE: December 1, 2015

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the conveyance of two Perpetual Easements to the Miami-Dade Expressway Authority, for a nominal sum of \$1.00 each in accordance with Florida Statutes Section 125.38, on portions of County-owned property located at 1280 NW11 Street for the expansion, construction, renovation, and maintenance of State Road No. 836 (Dolphin Expressway); authorizing the County Mayor to execute the permanent easements and to exercise any and all other rights therein; authorizing the conveyance of two temporary construction easements to the Miami-Dade Expressway Authority, for a nominal sum of \$1.00 each in accordance with Florida Statutes Section 125.38, over a separate portion of such property for the construction of the expansion and renovation of State Road No. 836 (Dolphin Expressway)

Resolution No. R-1068-15

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Bruno A. Barreiro.



Abigail Price-Williams
County Attorney

APW/cp

Memorandum



Date: December 1, 2015

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

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing the Conveyance of Two Perpetual Easements and Two Temporary Construction Easements to the Miami-Dade Expressway Authority for Expansion of State Road No. 836

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the conveyance of two (2) perpetual easements and two (2) temporary construction easements (from January 1, 2016 to December 31, 2023) to the Miami-Dade Expressway Authority on portions of County-owned property located at 1280 NW 11 Street, Miami, Florida, for the expansion, construction, renovation, and maintenance of State Road No. 836 (Dolphin Expressway).

Scope

The site is located at 1280 NW 11 Street in Commission District 5, which is represented by Commissioner Bruno A. Barreiro.

Fiscal Impact/Funding Source

The conveyances will not require the expenditure of any County funds.

Track Record/Monitor

Shannon Clark, Real Estate Officer within the Real Estate Development Division of the Internal Services Department, is managing the conveyances.

Delegation of Authority

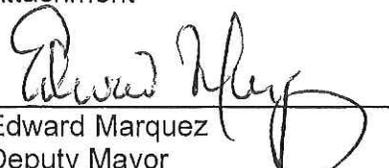
Authorizes the County Mayor or the County Mayor's designee to execute the Perpetual Easements (attached as Exhibits 1A and 1B) and Temporary Construction Easements (attached as Exhibits 2A and 2B) and exercise any and all rights conferred herein.

Background

The Miami-Dade Expressway Authority has requested that the County convey two (2) perpetual easements, Parcel 829A and 829B, which are 324 square feet and 20 square feet, respectively, for the expansion, construction, renovation, and maintenance of the Dolphin Expressway. The Miami-Dade Expressway Authority has also requested that the County convey two (2) temporary construction easements, Parcel 705A and 705B, which are 801 square feet and 66 square feet, respectively, for the construction of the expansion and renovation of the Dolphin Expressway.

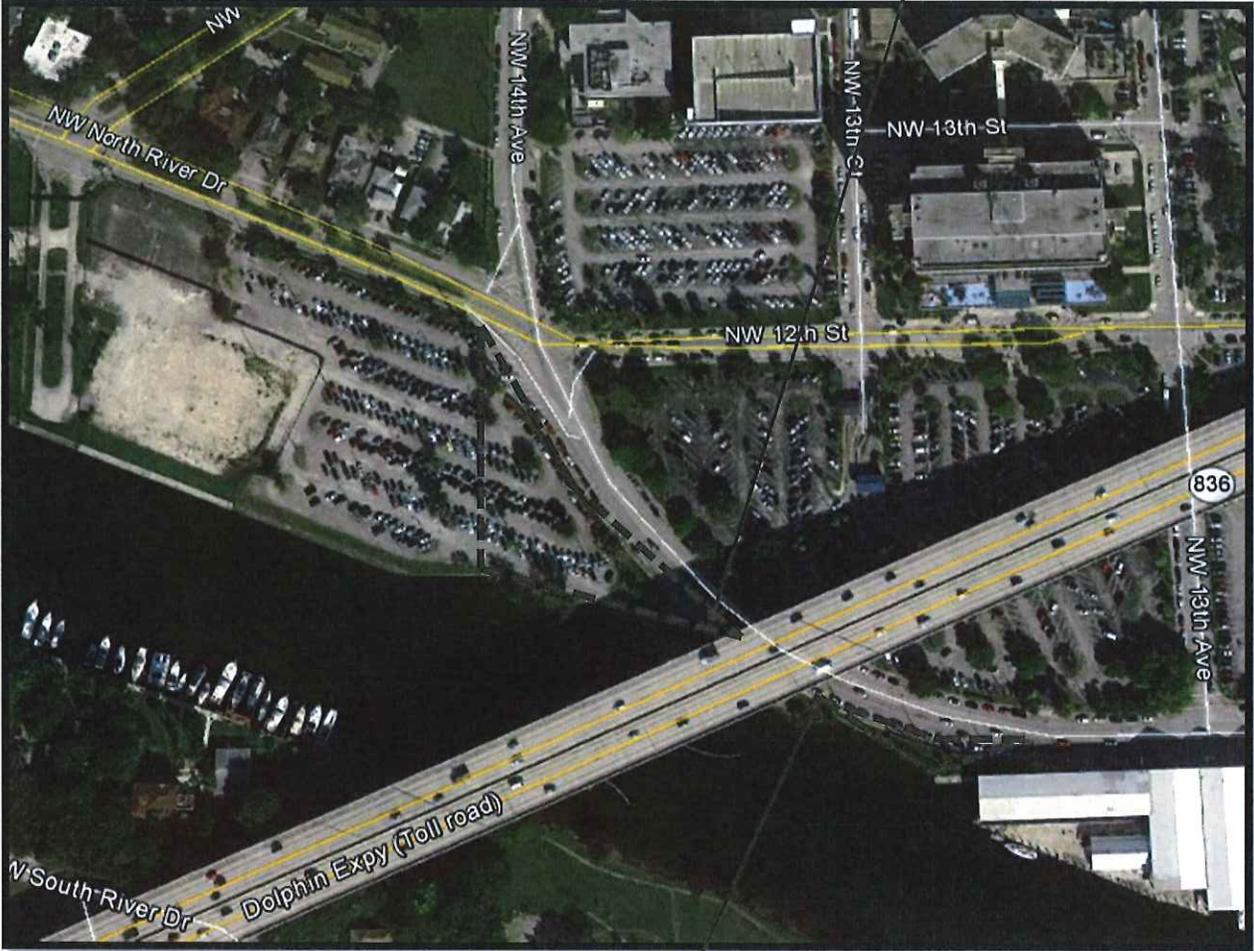
Section 125.38 of the Florida Statutes allows agencies, such as the Miami-Dade Expressway Authority, to request the use of County-owned land when such use is for a public benefit. This request is for a public benefit, as the easements are needed for the planned improvements to the Dolphin Expressway. If granted, the Miami-Dade Expressway Authority will be responsible for maintaining the proposed improvements. Additional property details are shown in Attachment 1 to this memorandum.

Attachment


Edward Marquez
Deputy Mayor

ATTACHMENT 1

Location of Temporary Construction Easement P705A & Permanent Easement P829A



Location of Temporary Construction Easement P705B & Permanent Easement P829B



County-Owned Property
Folio No. 01-3135-037-0090

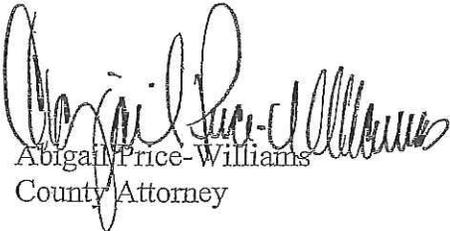


MEMORANDUM

(Revised)

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

DATE: December 1, 2015

FROM: 
Abigail Price-Williams
County Attorney

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

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity 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(F)(1)
12-1-15

RESOLUTION NO. R-1068-15

RESOLUTION AUTHORIZING THE CONVEYANCE OF TWO PERPETUAL EASEMENTS TO THE MIAMI-DADE EXPRESSWAY AUTHORITY, FOR A NOMINAL SUM OF \$1.00 EACH IN ACCORDANCE WITH FLORIDA STATUTES SECTION 125.38, ON PORTIONS OF COUNTY-OWNED PROPERTY LOCATED AT 1280 NW 11 STREET FOR THE EXPANSION, CONSTRUCTION, RENOVATION, AND MAINTENANCE OF STATE ROAD NO. 836 (DOLPHIN EXPRESSWAY); AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE PERMANENT EASEMENTS AND TO EXERCISE ANY AND ALL OTHER RIGHTS THEREIN; AUTHORIZING THE CONVEYANCE OF TWO TEMPORARY CONSTRUCTION EASEMENTS TO THE MIAMI-DADE EXPRESSWAY AUTHORITY, FOR A NOMINAL SUM OF \$1.00 EACH IN ACCORDANCE WITH FLORIDA STATUTES SECTION 125.38, OVER A SEPARATE PORTION OF SUCH PROPERTY FOR THE CONSTRUCTION OF THE EXPANSION AND RENOVATION OF STATE ROAD NO. 836 (DOLPHIN EXPRESSWAY); AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE TEMPORARY CONSTRUCTION EASEMENTS AND TO EXERCISE ANY AND ALL RIGHTS THEREIN

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

WHEREAS, the Miami-Dade Expressway Authority ("MDX") has proposed to improve State Road No. 836 ("Dolphin Expressway") in Miami-Dade County, adding a new lane in each direction, a new elevated eastbound ramp from NW 12 Avenue to northbound and southbound I-95 and eastbound I-395, and a new elevated ramp from southbound I-95 to westbound Dolphin Expressway with additional access at NW North River Drive, in order to eliminate traffic operational conflicts (the "Project") and to improve mobility and safety; and

WHEREAS, in order to complete the Project, MDX has requested the County to convey to MDX two perpetual easements for the purpose of the expansion, construction, renovation, and maintenance of the Dolphin Expressway, and two temporary construction easements for a period from January 1, 2016 to December 31, 2023, for the purpose of the construction of such project; and

WHEREAS, the Perpetual Easements, attached hereto as Exhibit 1A and Exhibit 1B, encompass 324 square feet of land on the north side of the Dolphin Expressway and 20 square feet of land on the south side of the Dolphin Expressway, respectively, and the Temporary Construction Easements, attached hereto as Exhibit 2A and Exhibit 2B, encompass 801 square feet of land on the north side of the Dolphin Expressway and 66 square feet of land on the south side of the Dolphin Expressway, respectively; and

WHEREAS, the Board finds that pursuant to Section 125.38 of the Florida Statutes, said easements are required for such transportation use, are not needed for County purposes, and would promote public benefit and welfare,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board (1) adopts the foregoing recitals as set forth herein; (2) pursuant to Section 125.38, Florida Statutes, approves the conveyances to MDX for the nominal consideration of \$1.00 each of two Perpetual Easements and two Temporary Construction Easements in substantially the forms attached hereto and made a part hereof as Exhibit 1A, Exhibit 1B, Exhibit 2A and Exhibit 2B, respectively, subject to the restriction that said parcels be used by MDX for transportation related improvements and maintenance to the Dolphin Expressway; (3) authorizes the County Mayor or

the County Mayor's designee to execute said perpetual easements and temporary construction easements for and on behalf of Miami-Dade County and to exercise all provisions herein; and (4) pursuant to Resolution No. R-974-09, the Board (a) directs the County Mayor or County Mayor's designee to record said instruments of conveyance executed herein in the Public Records of Miami-Dade County and to provide recorded copies of said instruments to the Clerk of the Board within 30 days of execution of said instruments; and (b) directs the Clerk of the Board to attach and permanently store a recorded copy of said instruments together with this resolution.

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

	Jean Monestime, Chairman	aye	
	Esteban L. Bovo, Jr., Vice Chairman	absent	
Bruno A. Barreiro	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Sally A. Heyman	aye	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 1st day of December, 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.

A handwritten signature in blue ink, appearing to be "Debra Herman", is written over a horizontal line.

Debra Herman

Exhibit 1A

Return to:
Real Estate Development Division
Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, FL 33128

Instrument prepared by:
Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, FL 33128

Folio No. a portion of
#01-3135-037-0090/Parcel 829A
User Department: Miami-Dade County
Internal Services

PERPETUAL EASEMENT

THIS EASEMENT made the ____ day of _____, 20 ____, by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, Grantor, to the MIAMI-DADE EXPRESSWAY AUTHORITY, an agency of the State of Florida, its successors and assigns, Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a non-exclusive perpetual easement for the purpose of the expansion, construction, renovation, and maintenance of 836 Expressway, in, over, under, upon and including a right to ingress and egress through the following described land (the "Easement Area") in Miami-Dade County, Florida:

AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND TO BE MADE A PART HEREOF

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

THAT Grantee shall 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 negligent or wrongful act(s) of Grantee's employees, agents, 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 limitations 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 solely for the purpose of the expansion, construction, renovation, and maintenance of 836 Expressway, and no other uses of the Easement Area are permitted.

THAT in the event said transportation use is permanently discontinued or abandoned as determined in Grantor's sole discretion, then upon written notice by Grantor to Grantee, or its successors or assigns, this easement shall terminate,

and title to the above described property shall revert to the Grantor, its successors and assigns, and the County shall have the right to immediately possess same.

During any construction, Grantee shall cause its construction contractor(s) to maintain comprehensive general liability insurance providing for a limit amount of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the period the policy is carried. Grantor shall be named as Additional Insured in such policies and Grantee will provide a current copy of such insurance certificate to 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 pursuant to Resolution No. _____ passed by the Miami-Dade Board of County Commissioners of the Miami-Dade County, Florida records, a copy of which is attached herewith and forms part thereof;

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.

Nothing in this Easement shall restrict the Grantor's right to utilize said property for any use which is not inconsistent with the rights conveyed hereunder.

This grant conveys only an 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.

SIGNATURES APPEAR ON NEXT PAGE

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 County Mayor or the County Mayor's designee, the day and year aforesaid.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

County of Miami-Dade, Florida,
By its Board of County Commissioners

By: _____

Carlos A. Gimenez
Mayor

(Address)

Approved as to form
and legal sufficiency.

Assistant County Attorney

LEGAL DESCRIPTION - PARCEL 829-A: Exhibit "A"

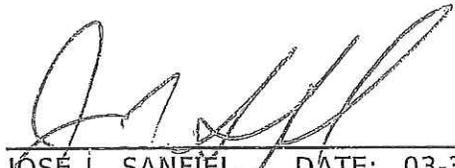
That easement being a portion of land in Tract 9 of "CIVIC CENTER SECTION" ONE, a subdivision lying in the NE 1/4 of the SW 1/4 of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at point of intersection of the Southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying northwesterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run N67°36'41"W along the southwesterly line of said Tract 9, for a distance of 10.86 feet to the point of intersection with the northwesterly line of the herein described easement, thence run N65°50'57"E along said easement line, for a distance of 42.90 feet to the point of intersection with the southwesterly Right of Way Line on NW North River Drive, coincident with the northeasterly line of said Tract 9, said point being on a circular curve concave to the northwest; thence run southeasterly along said circular curve also being the southwesterly Right of Way Line of NW North River Drive, having a radius of 828.31 feet through a central angle of 00°36'43" subtending a 8.85 foot chord which bears S51°08'42"E, for an arc distance of 8.85 feet to the point of intersection with the Existing Limited access Right of Way Line lying northwesterly of S.R. 836 as per F.D.O.T. Right of Way Map for section 87200-2505; thence run S65°50'57"W, along said Existing Limited Access Right of way Line, for a distance of 39.45 feet to the point of intersection with the southwesterly line of said Tract 9 and the POINT OF BEGINNING.

Containing an area of 324 square feet, more or less.

GENERAL NOTES:

1. This Sketch is Not a Survey.
2. Reproductions of this map are not valid without the signature and original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
3. Bearings and coordinates are relative to the State Plane Coordinates System, Florida East Zone, Traverse Mercator Projection, North American Datum (NAD83) 1983 adjustment 2007 and are based on a PNC Project Baseline bearing of N 03°42'37" W being established between FDOT monuments:
 PNC02 stamped 87 11 PNC02 (N 526779.1510, E 919562.7520) and
 PNC04 stamped 87 11 PNC04 (N 528164.0790, E 919472.9400)
 and therefrom a bearing of N 87°51'13" E along the Monument Line of NW 12th Street between NW 12th AVENUE and NW 13th AVENUE.
4. Addition 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.
5. Prepared for MIAMI-DADE EXPRESSWAY AUTHORITY.
6. Date Prepared: October 27th, 2014.



 JOSÉ L. SANFIEL, DATE: 03-31-2015
 PROFESSIONAL LAND SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5636

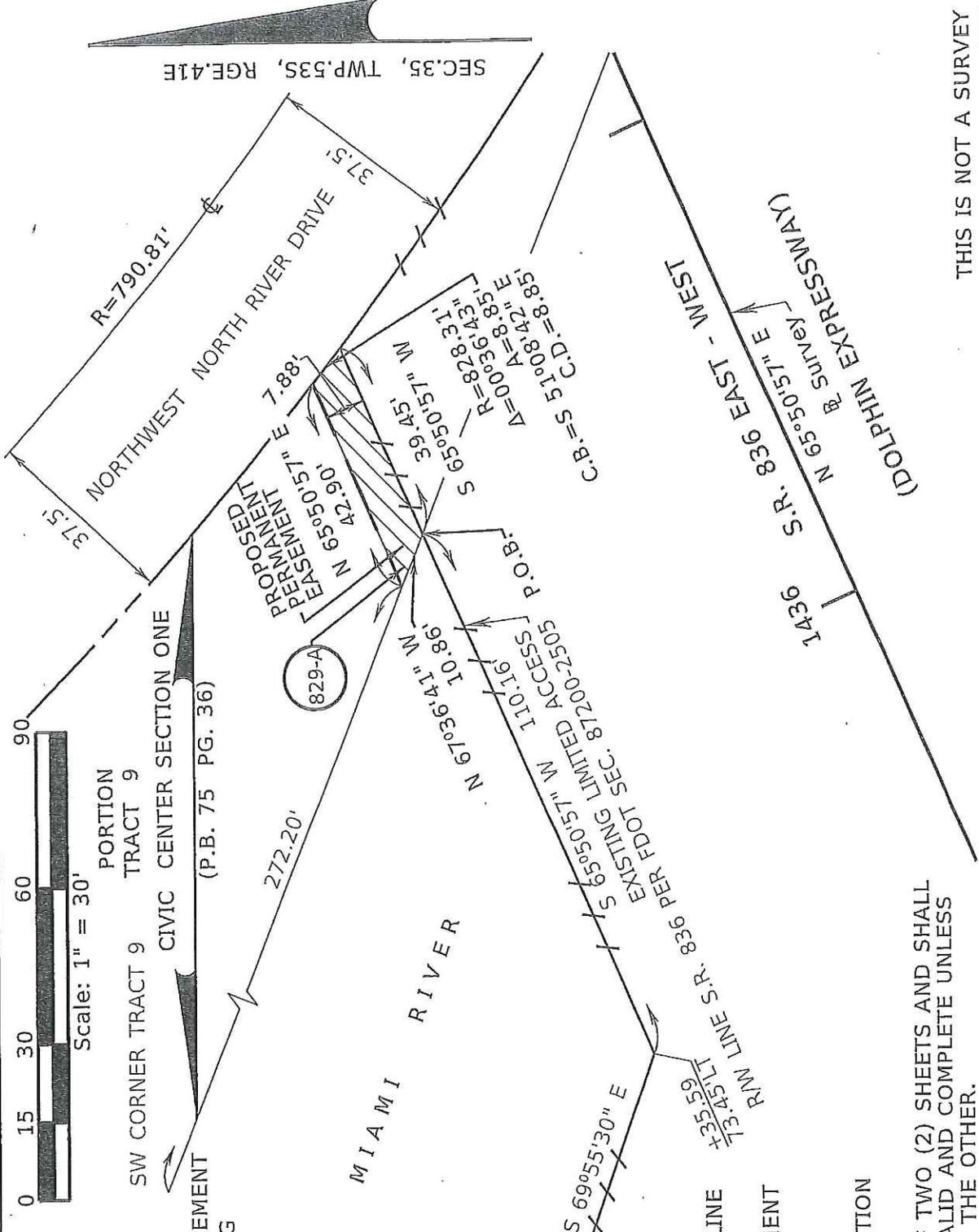
THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

		MIAMI-DADE EXPRESSWAY AUTHORITY	
		LEGAL DESCRIPTION-PARCEL 829-A	
		STATE ROAD NO. 836	MIAMI-DADE COUNTY
		BY	DATE
COMMENTS BY MDX	T.MOREJON	03-31-15	DRAWN T.MOREJON 02-03-2015
REVISION	BY	DATE	CHECKED A.TOIRAC 02-03-2015
		PREPARED BY: CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 9394 NW 41st STREET, SUITE 201, DORAL, FL 33178 TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360	
		DATA SOURCE: SEE GENERAL NOTES	
		Proj. NO. 83611	SECTION 87200 SHEET 1 OF 2

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
829-A	MIAMI-DADE COUNTY GSA R/E MGMT	324 SF	UNDETERMINED	

LEGEND:
 FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 S.R. = STATE ROAD
 CL = CENTERLINE
 BL = BASELINE
 PL = PROPERTY LINE
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 LB = LICENSED BUSINESS
 R = RADIUS
 A = CURVE LENGTH
 Δ = DELTA
 CD = CHORD DISTANCE
 CB = CHORD BEARING
 N/A = NOT APPLICABLE
 PG. = PAGE
 P.B. = PLAT BOOK
 R/W = RIGHT OF WAY
 L/A = LIMITED ACCESS
 SEC. = SECTION
 TWP. = TOWNSHIP
 RGE. = RANGE
 SF = SQUARE FEET
 PROJ. = PROJECT
 No. = NUMBER
 --- = EXISTING L/A R/W LINE
 - - - = PROPOSED PERMANENT EASEMENT
 [2] = PARCEL IDENTIFICATION NUMBER
 (829-A) =



THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

MIAMI-DADE EXPRESSWAY	STATE ROAD NO. 836	MIAMI DADE COUNTY
AUTHORITY		
SKETCH TO ACCOMPANY		
LEGAL DESCRIPTION		
REVISION	BY	DATE
COMMENTS BY MDX	T.MOREION	03-31-2015
DRAWN	T.MOREION	02-03-2015
CHECKED	A. TOIRAC	02-03-2015
PREPARED BY:	CH. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. TEL: 305-592-0770 / FAX: 305-592-0781 LB 7580	
DATA SOURCE:	SEE GENERAL NOTES	
F.P. NO. 83611	SECTION 87200	SHEET 2 OF 2

3

Exhibit 1B

Return to:
Real Estate Development Division
Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, FL 33128

Instrument prepared by:
Miami-Dade County
Internal Services Department
111 N.W. 1st Street, Suite 2460
Miami, FL 33128

Folio No. a portion of
#01-3135-037-0090/Parcel 829B
User Department: Miami-Dade County
Internal Services

PERPETUAL EASEMENT

THIS EASEMENT made the ____ day of _____, 20 ____, by MIAMI-DADE COUNTY, a political subdivision of the State of Florida, Grantor, to the MIAMI-DADE EXPRESSWAY AUTHORITY, an agency of the State of Florida, its successors and assigns, Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of One Dollar and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the Grantee, its successors and assigns, a non-exclusive perpetual easement for the purpose of the expansion, construction, renovation, and maintenance of 836 Expressway, in, over, under, upon and including a right to ingress and egress through the following described land (the "Easement Area") in Miami-Dade County, Florida:

AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND TO BE MADE A PART HEREOF

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

THAT Grantee shall 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 negligent or wrongful act(s) of Grantee's employees, agents, 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 limitations 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 solely for the purpose of the expansion, construction, renovation, and maintenance of 836 Expressway, and no other uses of the Easement Area are permitted.

THAT in the event said transportation use is permanently discontinued or abandoned as determined in Grantor's sole discretion, then upon written notice by Grantor to Grantee, or its successors or assigns, this easement shall terminate, and title to the above described property shall revert to the Grantor, its successors and assigns, and the County shall have the right to immediately possess same.

During any construction, Grantee shall cause its construction contractor(s) to maintain comprehensive general liability insurance providing for a limit amount of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the period the policy is carried. Grantor shall be named as Additional Insured in such policies and Grantee will provide a current copy of such insurance certificate to 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 pursuant to Resolution No. _____ passed by the Miami-Dade Board of County Commissioners of the Miami-Dade County, Florida records, a copy of which is attached herewith and forms part thereof;

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.

Nothing in this Easement shall restrict the Grantor's right to utilize said property for any use which is not inconsistent with the rights conveyed hereunder.

This grant conveys only an 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.

SIGNATURES APPEAR ON NEXT PAGE

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 County Mayor or the County Mayor's designee, the day and year aforesaid.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

County of Miami-Dade, Florida,
By its Board of County Commissioners

By: _____
Carlos A. Gimenez
Mayor

(Address)

Approved as to form
and legal sufficiency.

Assistant County Attorney

LEGAL DESCRIPTION - PARCEL 829-B: Exhibit "A"

That easement being a portion of land in Tract 9 of CIVIC CENTER SECTION ONE, a subdivision lying in the NE 1/4 of the SW 1/4 of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying southeasterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run N65°50'57"E, along said Existing Limited Access Line, for a distance of 2.21 feet to the point of intersection with the southwesterly right of way line of NW North River Drive, coincident with the northeasterly line of said Tract 9, said point being on a circular curve concave to the northeast; thence run southeasterly along said circular curve also being the southwesterly right of way line of NW North River Drive and northeasterly line of said Tract 9, having a radius of 828.31 feet through a central angle of 00°42'18" subtending a 10.19 foot chord which bears S64°00'10"E, for an arc distance of 10.19 feet to the point of intersection with the southeasterly line of the herein described easement, thence run S65°50'57"W, along said easement line, for a distance of 2.89 feet to the point of intersection with the southwesterly line of said Tract 9; thence run N60°57'51"W, along the southwesterly line of Tract 9, for a distance of 9.77 feet to the POINT OF BEGINNING.

Containing an area of 20 square feet, more or less.

GENERAL NOTES:

1. This Sketch is Not a Survey.
2. Reproductions of this map are not valid without the signature and original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
3. Bearings and coordinates are relative to the State Plane Coordinates System, Florida East Zone, Traverse Mercator Projection, North American Datum (NAD83) 1983 adjustment 2007 and are based on a PNC Project Baseline bearing of N 03°42'37" W being established between FDOT monuments:
PNC02 stamped 87 11 PNC02 (N 526779.1510, E 919562.7520) and
PNC04 stamped 87 11 PNC04 (N 528164.0790, E 919472.9400)
and therefrom a bearing of N 87°51'13" E along the Monument Line of NW 12th Street between NW 12th AVENUE and NW 13th AVENUE.
4. Addition 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.
5. Prepared for MIAMI-DADE EXPRESSWAY AUTHORITY.
6. Date Prepared: October 27th, 2014.

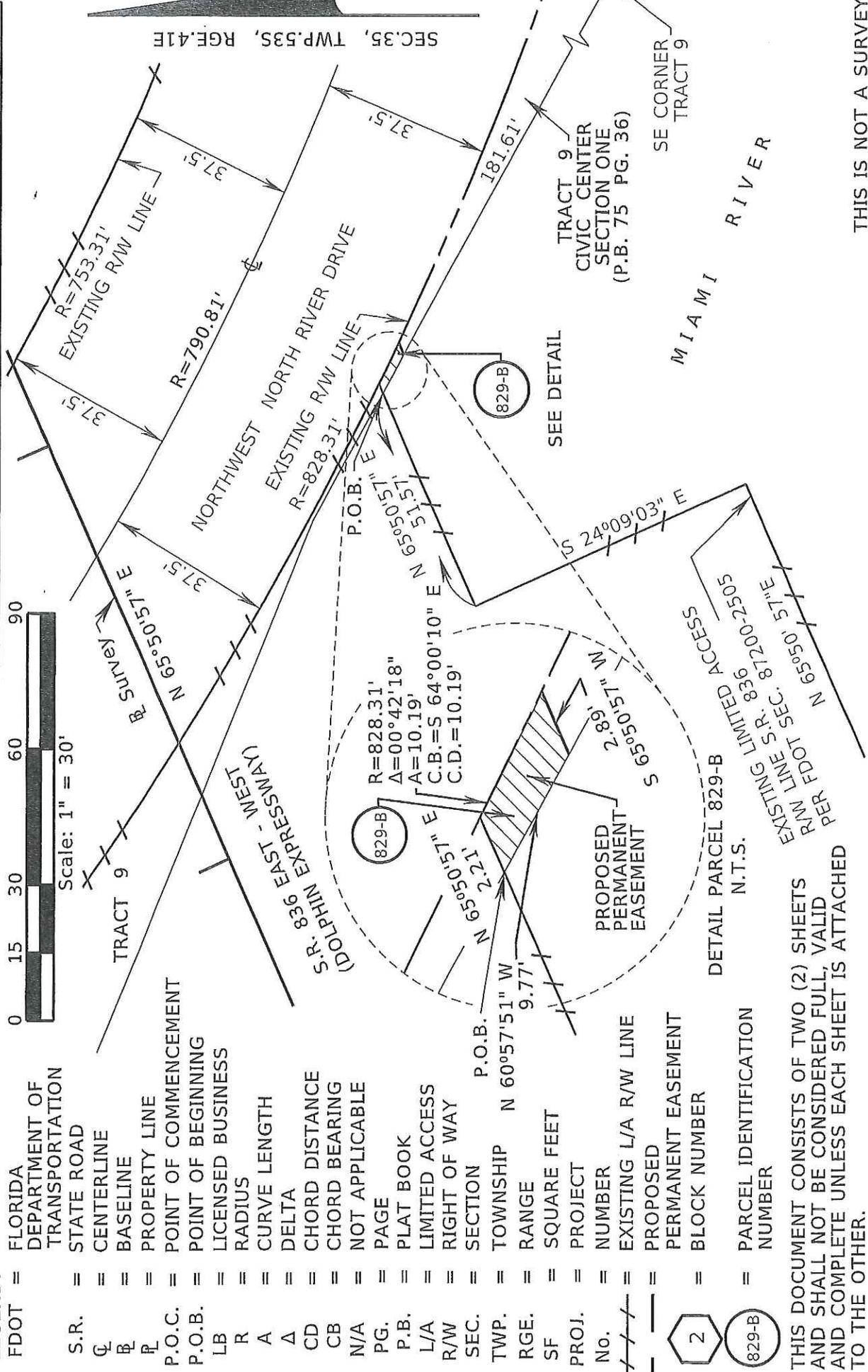


 JOSE L. SANFIEL, DATE: 03-12-2015
 PROFESSIONAL LAND SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5636

THIS DOCUMENT CONSISTS OF THREE (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER. THIS IS NOT A SURVEY

		MIAMI-DADE EXPRESSWAY AUTHORITY	
		LEGAL DESCRIPTION-PARCEL 829-B	
		STATE ROAD NO. 836	MIAMI-DADE COUNTY
		BY	DATE
PARCEL REDUCED	T.MOREJON	03-12-2015	PREPARED BY: CHI PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 8594 NW 41st STREET, SUITE 201, DORAL FL 33178 TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360
REVISION	BY	DATE	DATA SOURCE: SEE GENERAL NOTES
			Proj. NO. 83611
			SECTION 87200
			SHEET 1 OF 2

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
829-B	MIAMI-DADE COUNTY GSA R/E MGMT	20 SF	UNDETERMINED	



LEGEND:

- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- S.R. = STATE ROAD
- CL = CENTERLINE
- BL = BASELINE
- PL = PROPERTY LINE
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- LB = LICENSED BUSINESS
- R = RADIUS
- A = CURVE LENGTH
- Δ = DELTA
- CD = CHORD DISTANCE
- CB = CHORD BEARING
- N/A = NOT APPLICABLE
- PG. = PAGE
- P.B. = PLAT BOOK
- L/A = LIMITED ACCESS
- R/W = RIGHT OF WAY
- SEC. = SECTION
- TWP. = TOWNSHIP
- RGE. = RANGE
- SF = SQUARE FEET
- PROJ. = PROJECT
- No. = NUMBER
- = EXISTING L/A R/W LINE
- - - = PROPOSED PERMANENT EASEMENT
- = BLOCK NUMBER
- ② = PARCEL IDENTIFICATION NUMBER
- 829-B = PARCEL IDENTIFICATION NUMBER

THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

MIAMI-DADE EXPRESSWAY AUTHORITY	STATE ROAD NO. 836	MIAMI DADE COUNTY
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	BY: T. MOREJON DATE: 03-12-2015	PREPARED BY: CH. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. TEL: 305-552-1070 / FAX: 305-552-1070
	CHECKED: A. TOIRAC DATE: 02-03-2015	DATA SOURCE: SEE GENERAL NOTES
	SECTION 87200	SECTION ONE (P.B. 75 PG. 36)
	F.P. NO. 83611	SE CORNER TRACT 9
		M I A M I R I V E R
		THIS IS NOT A SURVEY
		SHEET 2 OF 2

Exhibit 2A

Return to:
Real Estate Development Division .
Miami-Dade County Internal Services Dept .
111 N.W. 1st Street, Suite 2460 .
Miami, FL 33128 .

Instrument prepared by: .
Shannon Clark .
Miami-Dade County Internal Services Dept .
111 N.W. 1st Street, Suite 2460 .
Miami, FL 33128 .

Folio No.: A portion of 01-3135-037-0090 .
Parcel 705A .
User Department: Internal Services .

TEMPORARY EASEMENT

THIS EASEMENT, made this _____ day of _____, 20 _____, by and between, grantor, to the MIAMI-DADE EXPRESSWAY AUTHORITY, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of: the construction of the expansion and renovation of 836 Expressway, in, upon, over and including a right to ingress and egress to such Easement Area through the following described land in Miami-Dade County, Florida, described as follows, viz:

PARCEL 705-A (Construction Easement)

PROJECT No. 83611

That easement being a portion of land in tract 9 of "CIVIC CENTER SECTION" ONE, a subdivision lying in the NE¼ of the SW¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

COMMENCE at the point of intersection of the Southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying northwesterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run N67°36'41"W along the southwesterly line of said Tract 9, for a distance of 10.86 feet to the **POINT OF BEGINNING** of the hereinafter described easement; thence continue N67°36'41"W, along the southwesterly line of said Tract 9, for a distance of 23.58 feet to the point of intersection with the northwesterly line of the herein described easement, thence run N65°50'57"E, along said easement line, for a distance of 50.76 feet to the point of intersection with the southwesterly right of way line on NW North River Drive, said point being on a circular curve concave to the northwest; thence run southeasterly along said circular curve also being the southwesterly right of way line of NW North River Drive, having a radius of 828.31 feet through a central angle of 01°19'04" subtending a 19.05 foot chord which bears S50°10'48"E, for an arc distance of 19.05 feet to the point of intersection with the southeasterly line of the herein described easement; thence run S65°50'57"W, along said southeasterly line of the herein described easement, for a distance of 42.90 feet to the point of intersection with the southwesterly line of said Tract 9 and the **POINT OF BEGINNING**.

Containing an area of 801 square feet, more or less.

AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND TO BE MADE A PART HEREOF

THAT Grantee shall 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 negligent or wrongful act(s)

of Grantee's employees, agents, 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 limitations 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.

THIS EASEMENT is granted upon the condition that any work performed upon the above described land shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that the existing structural improvements will not be damaged.

THIS EASEMENT shall be from January 1, 2016 to December 31, 2023, and all rights of the second party hereunder, including ownership and maintenance of said easement shall cease upon expiration of said term. In the event that the construction, expansion, and the renovation of the 836 Expressway is permanently abandoned or discontinued, as determined in the sole discretion of Miami-Dade County, then upon notice by Miami-Dade County to the Miami-Dade Expressway Authority, this Easement shall terminate.

During any construction, Grantee shall cause its construction contractor(s) to maintain comprehensive general liability insurance providing for a limit amount of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the period the policy is carried. Grantor shall be named as Additional Insured in such policies and Grantee will provide a current copy of such insurance certificate to 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 pursuant to Resolution No. _____ passed by the Miami-Dade Board of County Commissioners of the Miami-Dade County, Florida records, a copy of which is attached herewith and forms part thereof;

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.

Nothing in this Easement shall restrict the Grantor's right to utilize said property for any use which is not inconsistent with the rights conveyed hereunder.

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

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

County of Miami-Dade, Florida,
By its Board of County Commissioners

By:

Carlos A. Gimenez
Mayor

Approved as to form
and legal sufficiency.

Assistant County Attorney

LEGAL DESCRIPTION - PARCEL 705-A: Exhibit "A"

That easement being a portion of land in tract 9 of "CIVIC CENTER SECTION" ONE, a subdivision lying in the NE 1/4 of the SW 1/4 of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

COMMENCE at the point of intersection of the Southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying northwesterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run N67°36'41"W along the southwesterly line of said Tract 9, for a distance of 10.86 feet to the POINT OF BEGINNING of the hereinafter described easement; thence continue N67°36'41"W, along the southwesterly line of said Tract 9, for a distance of 23.58 feet to the point of intersection with the northwesterly line of the herein described easement, thence run N65°50'57"E, along said easement line, for a distance of 50.76 feet to the point of intersection with the southwesterly right of way line on NW North River Drive, said point being on a circular curve concave to the northwest; thence run southeasterly along said circular curve also being the southwesterly Right of Way line of NW North River Drive, having a radius of 828.31 feet through a central angle of 01°19'04" subtending a 19.05 foot chord which bears S 50°10'48"E, for an arc distance of 19.05 feet to the point of intersection with the southeasterly line of the herein described easement; thence run S65°50'57"W, along said southeasterly line of the herein described easement, for a distance of 42.90 feet to the point of intersection with the southwesterly line of said Tract 9 and the POINT OF BEGINNING.

Containing an area of 801 square feet, more or less.

GENERAL NOTES:

1. This Sketch is Not a Survey.
2. Reproductions of this map are not valid without the signature and original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
3. Bearings and coordinates are relative to the State Plane Coordinates System, Florida East Zone, Traverse Mercator Projection, North American Datum (NAD83) 1983 adjustment 2007 and are based on a PNC Project Baseline bearing of N 03°42'37" W being established between FDOT monuments:
PNC02 stamped 87 11 PNC02 (N 526779.1510, E 919562.7520) and
PNC04 stamped 87 11 PNC04 (N 528164.0790, E 919472.9400)
and therefrom a bearing of N 87°51'13" E along the Monument Line of NW 12th Street between NW 12th AVENUE and NW 13th AVENUE.
4. Addition 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.
5. Prepared for MIAMI-DADE EXPRESSWAY AUTHORITY.
6. Date Prepared: October 27th, 2014.

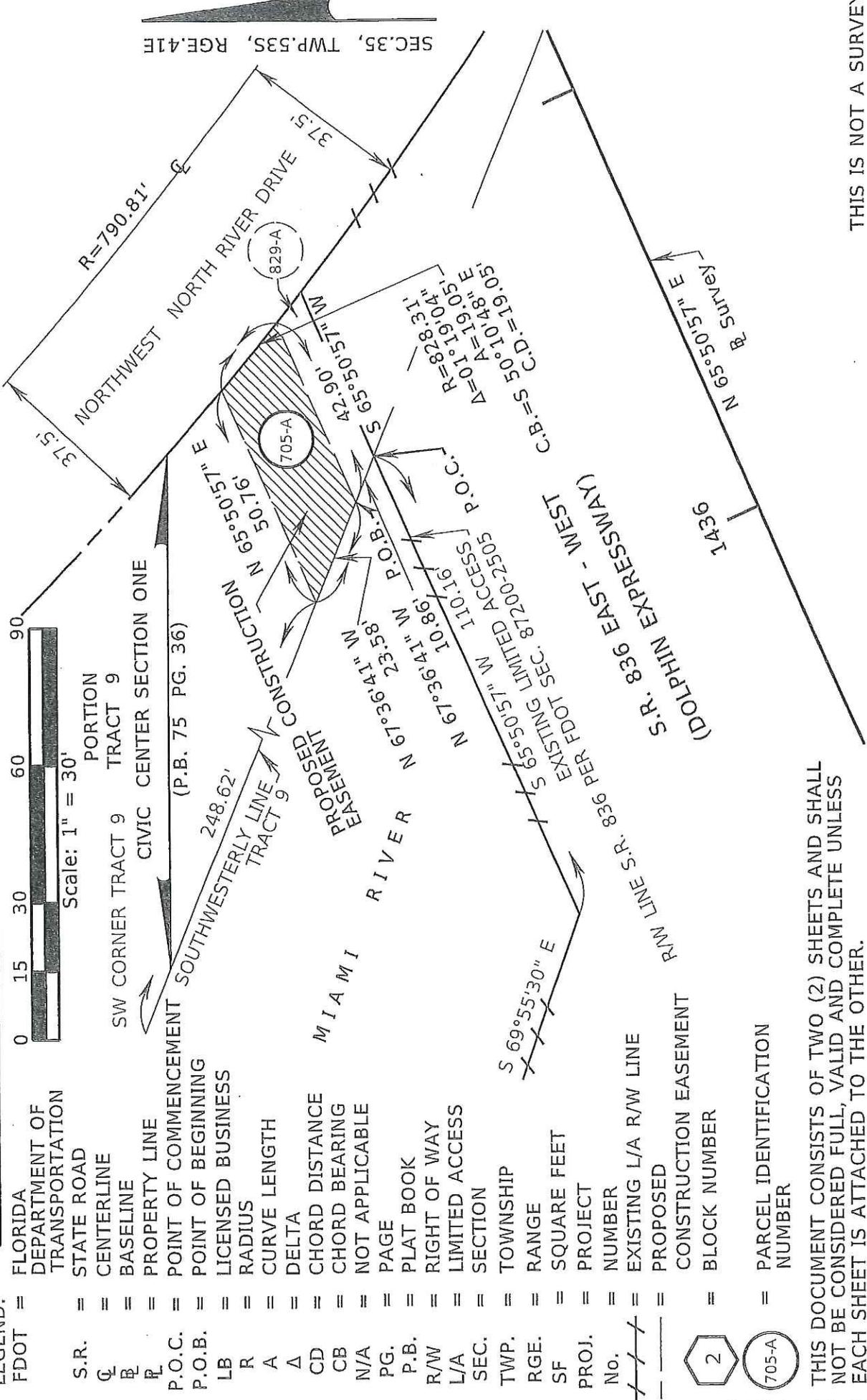


 JOSE L. SANFIEL, DATE: 03-04-2015
 PROFESSIONAL LAND SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5636

THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER. THIS IS NOT A SURVEY

		MIAMI-DADE EXPRESSWAY AUTHORITY	
		LEGAL DESCRIPTION-PARCEL 705-A	
		STATE ROAD NO. 836	MIAMI-DADE COUNTY
		BY	DATE
700's REDUCED	T.MOREJON	03-04-2015	DRAWN T.MOREJON 02-03-2015
REVISION	BY	DATE	CHECKED A.TOIRAC 02-03-2015
		PREPARED BY: CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 2594 NW 41st STREET, SUITE 201, DORAL, FL 33178 TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360	
		DATA SOURCE: SEE GENERAL NOTES	
		Proj. NO. 83611	SECTION 87200
		SHEET 1 OF 2	

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
705-A	MIAMI-DADE COUNTY GSA R/E MGMT	801 SF	UNDETERMINED	



LEGEND:

- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- S.R. = STATE ROAD
- CL = CENTERLINE
- BL = BASELINE
- PL = PROPERTY LINE
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- LB = LICENSED BUSINESS
- R = RADIUS
- A = CURVE LENGTH
- Δ = DELTA
- CD = CHORD DISTANCE
- CB = CHORD BEARING
- N/A = NOT APPLICABLE
- PG. = PAGE
- P.B. = PLAT BOOK
- R/W = RIGHT OF WAY
- L/A = LIMITED ACCESS
- SEC. = SECTION
- TWP. = TOWNSHIP
- RGE. = RANGE
- SF = SQUARE FEET
- PROJ. = PROJECT
- No. = NUMBER
- = EXISTING L/A R/W LINE
- - - = PROPOSED CONSTRUCTION EASEMENT
- = BLOCK NUMBER
- 705-A = PARCEL IDENTIFICATION NUMBER

THIS DOCUMENT CONSISTS OF TWO (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

THIS IS NOT A SURVEY

MIAMI-DADE EXPRESSWAY AUTHORITY	STATE ROAD NO. 836	MIAMI DADE COUNTY
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	BY T. MOREJON 03-04-2015	SECTION 87200
	DATE 02-03-2015	SHEET 2 OF 2
	CHECKED A. TOIRAC 02-03-2015	
	PREPARED BY CH. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 589 N.W. 13th STREET, SUITE 203, DORAL, FL 33126 TEL: 305-592-0178 / FAX: 305-592-1070	
	DATA SOURCE: SEE GENERAL NOTES	
	F.P. NO. 83611	

Exhibit 2B

Return to:
Real Estate Development Division .
Miami-Dade County Internal Services Dept .
111 N.W. 1st Street, Suite 2460 .
Miami, FL 33128 .

Instrument prepared by:
Shannon Clark .
Miami-Dade County Internal Services Dept .
111 N.W. 1st Street, Suite 2460 .
Miami, FL 33128 .

Folio No.: A portion of 01-3135-037-0090 .
Parcel 705B .
User Department: Internal Services .

TEMPORARY EASEMENT

THIS EASEMENT, made this _____ day of _____, 20 _____, by and between, grantor, to the MIAMI-DADE EXPRESSWAY AUTHORITY, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of: the construction of the expansion and renovation of 836 Expressway, in, upon, over and including a right to ingress and egress to such Easement Area through the following described land in Miami-Dade County, Florida, described as follows, viz:

PARCEL 705-B (Construction Easement)

PROJECT No. 83611

That easement being a portion of land in Tract 9 of "CIVIC CENTER SECTION" ONE, a subdivision lying in the NE¼ of the SW¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

COMMENCE at the point of intersection of the southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying southeasterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run S60°57'51"E, along the southwesterly line of said Tract 9, for a distance of 9.77 feet to the point of intersection with the northwesterly line of the herein described easement, also being the **POINT OF BEGINNING** of the hereinafter described easement; thence run N65°50'57"E, along the northwesterly line of the herein described easement, for a distance of 2.89 feet to the point of intersection with the southwesterly right line of NW North River Drive, coincident with the northeasterly line of said Tract 9, said point being on a circular curve concave to the northeast; thence run southeasterly along said circular curve also being the southwesterly right of way line of NW North River Drive, having a radius of 828.31 feet through a central angle of 01°34'27" subtending a 22.75 foot chord which bears S65°08'33"E, for an arc distance of 22.76 feet to the point of intersection with the southeasterly line of the herein described easement, thence run S65°50'57"W, along said southeasterly line of the herein described easement, for a distance of 4.96 feet to the point of intersection with the southwesterly line of said Tract 9; thence run N60°57'51"W, along the southwesterly line of Tract 9, for a distance of 21.45 feet to the point of intersection with the northwesterly line of the herein described easement, and the **POINT OF BEGINNING**.

Containing an area of 66 square feet, more or less.

AS SHOWN ON EXHIBIT "A", ATTACHED HERETO AND TO BE MADE A PART HEREOF

THAT Grantee shall 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 negligent or wrongful act(s) of Grantee's employees, agents, 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 limitations 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.

THIS EASEMENT is granted upon the condition that any work performed upon the above described land shall conform to all existing structural improvements within the limits designated, and all work will be performed in such a manner that the existing structural improvements will not be damaged.

THIS EASEMENT shall be from January 1, 2016 to December 31, 2023, and all rights of the second party hereunder, including ownership and maintenance of said easement shall cease upon expiration of said term. In the event that the construction, expansion, and the renovation of the 836 Expressway is permanently abandoned or discontinued, as determined in the sole discretion of Miami-Dade County, then upon notice by Miami-Dade County to the Miami-Dade Expressway Authority, this Easement shall terminate.

During any construction, Grantee shall cause its construction contractor(s) to maintain comprehensive general liability insurance providing for a limit amount of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the period the policy is carried. Grantor shall be named as Additional Insured in such policies and Grantee will provide a current copy of such insurance certificate to 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 pursuant to Resolution No. _____ passed by the Miami-Dade Board of County Commissioners of the Miami-Dade County, Florida records, a copy of which is attached herewith and forms part thereof;

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.

Nothing in this Easement shall restrict the Grantor's right to utilize said property for any use which is not inconsistent with the rights conveyed hereunder.

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

IN WITNESS WHEREOF, the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST: _____

Clerk (or Deputy Clerk) of the Circuit Court

(Affix County Seal)

County of Miami-Dade, Florida,
By its Board of County Commissioners

By:

Carlos A. Gimenez
Mayor

Approved as to form
and legal sufficiency.

Assistant County Attorney

That easement being a portion of land in Tract 9 of CIVIC CENTER SECTION ONE, a subdivision lying in the NE ¼ of the SW ¼ of Section 35, Township 53 South, Range 41 East, according to the plat thereof as recorded in Plat Book 75 at Page 36 of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

COMMENCE at the point of intersection of the southwesterly line of said Tract 9 with the Existing Limited Access Right of Way Line lying southeasterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; thence run S60°57'51"E, along the southwesterly line of said Tract 9, for a distance of 9.77 feet to the point of intersection with the northwesterly line of the herein described easement, also being the **POINT OF BEGINNING** of the hereinafter described easement; thence run N65°50'57"E, along the northwesterly line of the herein described easement, for a distance of 2.89 feet to the point of intersection with the southwesterly right line of NW North River Drive, coincident with the northeasterly line of said Tract 9, said point being on a circular curve concave to the northeast; thence run southeasterly along said circular curve also being the southwesterly right of way line of NW North River Drive, having a radius of 828.31 feet through a central angle of 01°34'27" subtending a 22.75 foot chord which bears S65°08'33"E, for an arc distance of 22.75 feet to the point of intersection with the southeasterly line of the herein described easement, thence run S65°50'57"W, along said southeasterly line of the herein described easement, for a distance of 4.96 feet to the point of intersection with the southwesterly line of said Tract 9; thence run N60°57'51"W, along the southwesterly line of Tract 9, for a distance of 21.45 feet to the point of intersection with the northwesterly line of the herein described easement, and the **POINT OF BEGINNING**.

Containing an area of 66 square feet, more or less.

GENERAL NOTES:

1. This Sketch is Not a Survey.
2. Reproductions of this map are not valid without the signature and original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
3. Bearings and coordinates are relative to the State Plane Coordinates System, Florida East Zone, Traverse Mercator Projection, North American Datum (NAD83) 1983 adjustment 2007 and are based on a PNC Project Baseline bearing of N 03°42'37" W being established between FDOT monuments:
PNC02 stamped 87 11 PNC02 (N 526779.1510, E 919562.7520) and
PNC04 stamped 87 11 PNC04 (N 528164.0790, E 919472.9400)
and therefrom a bearing of N 87°51'13" E along the Monument Line of NW 12th Street between NW 12th AVENUE and NW 13th AVENUE.
4. Addition 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.
5. Prepared for MIAMI-DADE EXPRESSWAY AUTHORITY.
6. Date Prepared: October 27th, 2014.



 JOSE L. SANFIEL, DATE: 03-12-2015
 PROFESSIONAL LAND SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5636

THIS DOCUMENT CONSISTS OF THREE (2) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER. THIS IS NOT A SURVEY

			MIAMI-DADE EXPRESSWAY AUTHORITY			
			LEGAL DESCRIPTION-PARCEL 705-B			
			STATE ROAD NO. 836		MIAMI-DADE COUNTY	
PARCEL ENLARGED	T.MOREJON	03-12-2015	BY	DATE	PREPARED BY: CH. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 9594 NW 41st STREET, SUITE 201, DORAL, FL 33178 TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360	DATA SOURCE: SEE GENERAL NOTES
700's REDUCED	T.MOREJON	03-04-2015	DRAWN	T.MOREJON	02-03-2015	Proj. NO. 83611 SECTION 87200 SHEET 1 OF 2
REVISION	BY	DATE	CHECKED	A.TOIRAC	02-03-2015	

