

MEMORANDUM

Agenda Item No. 8(N)(1)

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

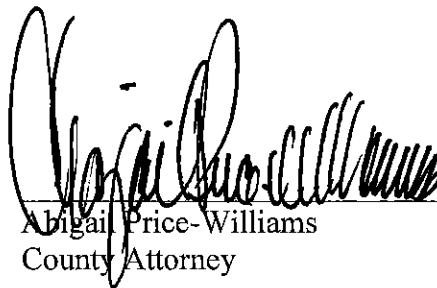
DATE: October 3, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving an Interlocal Agency and License Agreement between Miami-Dade County and the City of Coral Gables for \$10.00 for the use of a portion of the Metrorail Corridor located between Coral Gables Fire Station No. 2 and Ponce de Leon Boulevard, Riviera Avenue and Rosario Avenue, Coral Gables, Miami-Dade County, Florida for improvements to Fire Station No. 2 consisting of construction of driveways and modifications of a force main and electrical service; and authorizing the County Mayor to execute the Agreement and to exercise all other rights conferred therein

Resolution No. R-1066-19

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Xavier L. Suarez.



Abigail Price-Williams
County Attorney

APW/lmp

Memorandum



Date: October 3, 2019

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

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez". The signature is fluid and cursive, written over the printed name.

Subject: Interlocal Agency and License Agreement between Miami-Dade County and the City of Coral Gables

Recommendation

It is recommended that the Board of County Commissioners approve the 30-year Interlocal Agency and License Agreement (Agreement) between Miami-Dade County (County) and the City of Coral Gables (City) for the use of a portion of the Metrorail Corridor for two driveways and modification of a force main and electrical service.

Scope

The City proposes improvements of the Coral Gables Fire Station No. 2, which lies west of US-1 between Riviera Avenue and Rosario Avenue, where two driveways are to be constructed across the Metrorail corridor as ingress and egress for the Fire Station's operation. Additionally, the City proposes the installation of a force main and electrical service as upgrades for the general community and for the Fire Station. Fire Station No. 2 is within Commission District 7, which is represented by Commissioner Xavier L. Suarez.

Fiscal Impact/Funding Source

There is no fiscal impact to the County associated with this Agreement.

Track Record/Monitor

In the past, the County has entered into Interlocal and License agreements with the City. The person responsible for monitoring the Agreement is Javier Bustamante, Chief of Right of Way, Utilities and Joint Development.

Background

The City is constructing improvements to Fire Station No. 2 that include a new trolley garage and repair facility to serve the City's public trolley fleet. The improvements require two new driveways, modifications to a force main, and electrical service. Due to its physical location between US-1 and the Metrorail corridor, the driveways, force main, and electrical service can only be constructed within the Metrorail corridor.

A handwritten signature in black ink, appearing to read "Jennifer Moon". The signature is cursive and written over a horizontal line.

Jennifer Moon
Deputy Mayor



MEMORANDUM
(Revised)

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

DATE: October 3, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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(N)(1)
10-3-19

RESOLUTION NO. R-1066-19

RESOLUTION APPROVING AN INTERLOCAL AGENCY AND LICENSE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE CITY OF CORAL GABLES FOR \$10.00 FOR THE USE OF A PORTION OF THE METRORAIL CORRIDOR LOCATED BETWEEN CORAL GABLES FIRE STATION NO. 2 AND PONCE DE LEON BOULEVARD, RIVIERA AVENUE AND ROSARIO AVENUE, CORAL GABLES, MIAMI-DADE COUNTY, FLORIDA FOR IMPROVEMENTS TO FIRE STATION NO. 2 CONSISTING OF CONSTRUCTION OF DRIVEWAYS AND MODIFICATIONS OF A FORCE MAIN AND ELECTRICAL SERVICE; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL OTHER RIGHTS CONFERRED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board, in consideration of \$10.00 approves the Interlocal Agency and License Agreement with the City of Coral Gables, in substantially the form attached hereto and made part hereof. This Board further (a) authorizes the County Mayor or County Mayor's designee to execute said Interlocal Agency and License Agreement for and on behalf of Miami-Dade County and exercise all provisions contained therein; and (b) pursuant to Resolution No. R-974-09, directs the County Mayor or the County Mayor's designee to record the Agreement in the Public Records of the County and provide a recorded copy to the Clerk of the Board within 30 days of execution of said instrument and directs the Clerk of the Board to permanently store the recorded copy with the resolution.

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

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of October, 2019. 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

Linda L. Cave

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

INTERLOCAL AGENCY AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF CORAL GABLES
FOR THE USE OF THE METRORAIL SOUTH CORRIDOR
FOR
CONSTRUCTION OF TWO DRIVEWAYS
AND
INSTALLATION OF A FORCE MAIN AND ELECTRICAL SERVICE

INTERLOCAL AGENCY AND LICENSE AGREEMENT

This Interlocal Agency and License Agreement (the "AGREEMENT") is entered into as of this 9th day of July 2019 by and between Miami-Dade County, a political subdivision of the State of Florida, by and through the Department of Transportation and Public Works (DTPW), (the "COUNTY") whose mailing address is 701 NW 1st Court, 17th Floor, Miami, Florida 33136, and City of Coral Gables, a municipality of the State of Florida, (the "CITY"), whose mailing address is 405 Biltmore Way, Coral Gables, Florida 33134.

WITNESSETH

WHEREAS, COUNTY is the owner of that certain right of way corridor (the "Land") situated in Miami-Dade County of the State of Florida, identified as Metrorail South Corridor on the attached Sketch of Survey in Exhibit "A" and Exhibit "B"; and

WHEREAS, CITY is the owner of those abutting roads, Ponce de Leon Boulevard, Riviera Drive and Rosario Avenue, located in the same county, and state, which lie adjacent to and abutting the Metrorail South Corridor; and

WHEREAS, CITY proposes improvements of the Coral Gables Fire Station No. 2 which lies westerly of US 1 between Riviera Avenue and Rosario Avenue in which two driveways are to be constructed across the Metrorail South Corridor as ingress and egress for the fire station operations along with the installation of a force main and electrical service as upgrades to the general community and for the fire station to connect to the force main along Ponce de Leon Boulevard, and the electrical service to connect to existing distribution lines to the Northwest of the property located in the same county, and state, which lie adjacent to and abutting the Metrorail South Corridor, being the Coral Gables Fire and Trolley Station Project, (the "Project"); and

WHEREAS, the CITY has requested from the COUNTY, and COUNTY is desirous of granting to CITY, a non-exclusive license, privilege, and right for the construction of the driveways and of a three-inch force main and electrical service within the space within the COUNTY's Land (including but not limited to construction and maintenance or upgrade, of said driveways force main and electrical service, along with other incidental improvements) over, under and across that portion of the Land identified on and more fully described on Exhibit "A" and Exhibit "B" (the "License Area(s)") being the area desired for the Project.

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, COUNTY does hereby grant to CITY a non-exclusive license, privilege and right for the construction of the two driveway or improvements thereof and installation of the force main and electrical service over, under across the License Area, subject to the following terms and conditions to which the parties hereto do hereby agree:

1. Grant of License Agreement and Use of License Area.

(a) COUNTY hereby grants to CITY a non-exclusive License, privilege and right for the construction/installation over, under and across the License Area(s). The rights granted hereby may

be used non-exclusively by, and are limited to, City and its employees directly associated with the operation of the Fire and Trolley Station. Nothing herein shall be construed to limit or restrict ingress or egress associated with COUNTY's Land or any part thereof. City shall not be allowed to use the License Area(s) for any other purpose. Upon termination of this license use, City shall provide a release and extinguishment of all its rights granted hereunder in recordable form.

(b) COUNTY further grants reasonable rights to CITY to enter upon abutting property of the COUNTY other than the License Area(s) solely for the purpose of constructing the Project with the License Area(s) and for the purpose of tying-in or harmonizing with the finished grade of the construction, where reasonable and necessary. It is understood by the parties that said entry will be required by the Party of the Second Part or CITY, or its agent, from time to time. CITY agrees to provide at least ten (10) days written to COUNTY prior to any such entrance. The terms of this right shall also govern any such entrance described in this paragraph.

2. Restrictions

CITY covenants that the License Area(s) will only be used for the ingress/egress as identified solely for the fire station operations and only for the installation of the force main and electrical service mentioned above and rights specified herein.

3. Construction

City shall be responsible, at its sole cost and expense, to install and construct all improvements in the License Area for the uses specified herein, including but not limited to the force main and electrical service, roadways, drives, curbs, sidewalks and drainage to be located on the License Area in substantial compliance with the plans attached hereto as Exhibit "C". City may not make any additional alterations, additions, or improvements in or to the License Area without prior written consent of the Grantor.

4. Maintenance

(a) CITY shall be solely responsible for all cost and expense associated with the maintenance and repair of the License Area(s) and improvements constructed thereon. CITY shall restore the surface of the License Area(s) so that there shall be safe, free and unobstructed use thereof, subject to the rights of CITY herein provided. CITY will make no unreasonable interference with such use of the surface of said lands by COUNTY, its successors and assigns, except as otherwise allowed herein. CITY may, at any time, reconstruct, change, modify or upgrade the size of the driveways or force main and electrical service as it determines in its sole and absolute discretion from time to time as long as the changes do not interfere with the COUNTY's facilities, and provided CITY does not expand its uses beyond the License Areas' boundaries as described above. Further, CITY shall not negligently and permanently damage property of the COUNTY lying adjacent or abutting the License Area(s).

(b) If, in an emergency, it shall become necessary for COUNTY to promptly make any repairs that otherwise would have been the responsibility of CITY, or if CITY shall fail to adequately maintain the License Area(s) as provided herein, then COUNTY, at COUNTY's sole option, but COUNTY is not obligated, may proceed forthwith to have the repairs made and pay the cost thereof, and to receive reimbursement therefor from CITY within thirty (30) days after a written request for same, provided COUNTY submitted detailed documentation of all expenses paid. In such instances, COUNTY

shall provide CITY with notification of its intention to nature and extent of the emergency. Additionally, COUNTY shall provide CITY with written notification at the earliest practical time, if the extent of emergency allows.

(c) CITY agrees that any operable utility line lying in the License Area(s) that is in conflict with the Project and under the ownership and control of the COUNTY shall, at the CITY's option, either be encased in order to protect the lines or be relocated to a mutually agreed location under the ownership and control of COUNTY. The CITY shall be responsible for the physical cost associated to encased or relocate such utility or utilities.

(d) If it is necessary for CITY to remove trees or any other type of landscaping, it shall relocate same adjacent to the License Area(s) or in a location acceptable to COUNTY under the COUNTY's ownership and control. Such landscaping shall come with a one (1) year replacement warranty in the event that the trees do not survive such relocation.

(e) Prior to the construction of the Project, CITY shall furnish COUNTY with signed and sealed plans of the Project. The City or its contractor shall request DTPW spotter services when working in close proximity of the Metrorail Guideway System and adhere to the requirements as specified in the DTPW Adjacent Construction Safety Manual. All cost associated with the DTPW spotter services shall be paid by the City or its contractor. The hourly existing rate for the DTPW spotter services is \$23.53 and payment shall include one additional hour for the spotter's travel time to and from the job site daily.

5. Damage to License Area, or Other Improvements

If, in the process of developing the License Area, CITY damages, breaks, destroys, or in any way impairs the License Area, or any other improvements of COUNTY or some other third party, COUNTY in its sole discretion, may require CITY to either: (i) restore at CITY's sole cost and expense the License Area, or COUNTY's improvements, to their original quality and condition; or (ii) COUNTY may restore the License Area(s), or improvements, and invoice CITY for COUNTY's costs incurred restoring the damaged License Area(s), or improvements; whereupon CITY agrees to reimburse COUNTY within thirty (30) days of receipt of an invoice for such expenses. COUNTY shall submit reasonable documentation for all expenses incurred. COUNTY, in the event requires any part of the License Areas (s) for its own use, reserves the right to request the CITY to relocate the License Area(s) in whole or in part to another location within the COUNTY Land.

6. Indemnification

CITY shall indemnify and hold harmless Miami-Dade County and all affiliates and subsidiaries thereto, and all officers, directors, employees and agents thereof (collectively the "County Entities"), from any damages or liability to persons or property that might arise from the use of the License Area(s) by CITY, County Entities' customers, suppliers, employees, and tenants or anyone else using the License Area(s) to the extent allowed by law. However, nothing herein shall be deemed to indemnify the County Entities from any liability or claim arising out of the negligent performance or failure of performance of the DTPW, County Entities, or any unrelated third party.

7. Insurance

CITY agrees that it:

- i. Expressly understands and agrees that any insurance protection required by this AGREEMENT or otherwise provided by its contractor shall in no way limit the

responsibility to indemnify, keep and save harmless and defend the COUNTY or its representatives, officers, employees, agents and instrumentalities as herein provided.

- ii. CITY or its contractors shall obtain insurance prior to commencement of operations and maintain required coverages during the construction and by adding the COUNTY as an additional insured party.
- iii. CITY or its Contractors shall submit properly executed Certificates of Insurance as evidence of required coverages.
- iv. CITY or its Contractors shall have the Certificates signed by its authorized representative and furnish Certificates to DTPW, 701 N.W. 1st Court, Suite 1700, Miami, Florida 33136.
- v. CITY or its Contractors shall submit required limits of coverage of insurance not less than the following:
 - a. General Liability on a comprehensive basis, including Explosion, Collapse and Underground Liability coverage in an amount not less than \$10,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as additional insured with respect to this coverage.
 - b. Automobile Liability covering all owned, non-owned and hired automobiles used in connection with the permit, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
 - c. All insurance policies shall be from responsible companies duly authorized to do business under the laws of the State of Florida with the following qualifications:
 - (1) The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwiche, New Jersey or its equivalent, subject to the approval of the County's Internal Services Department (ISD)/Risk Management Division.
 - (2) Certificates will indicate no modification or change in insurance without thirty (30) days written advance notice to the County's ISD/Risk Management Division.
 - (3) Thirty (30) days advanced written notice by registered or certified mail to the County's ISD/Risk Management must be given for any cancellation, modification or change in insurance, intent not to renew or reduction in the policy coverage. Notice to be sent to Miami-Dade County, ISD/Risk Management Division, 111 NW 1st Street, Suite 2340, Miami, FL 33128.

NOTE: Modification or waiver of any aforementioned requirements is subject to approval by ISD Risk Management Division. CITY may provide a surety bond in lieu of the insurance certificate.

8. Compliance

CITY in exercising its rights under this Agreement shall have its contractor(s) comply fully with any applicable federal, state or local laws, regulations, ordinances, permits or other authorizations. CITY shall comply fully with any applicable federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the "Storm Water Requirements") (including without limitation preparing a Storm Water Pollution Prevention Plan (if applicable) to avoid negatively impacting any erosion or sediment controls during earth-disturbing activities, if any) in exercising any rights or privileges under this Agreement. CITY agrees to comply with all applicable laws and regulations in constructing and operating driveways and force main and electrical service expansion. CITY recognizes and affirms that COUNTY would not enter into this AGREEMENT without these representations.

9. Payment & Notices

Any reimbursable due under this AGREEMENT (payment reimbursing for an expenditure made on behalf of CITY) or DTPW Spotter fees should be sent to either of the following addresses:

(Regular Mail)
Miami-Dade Department of Transportation and Public Works
Finance Receivable – General Accounting Office
P.O. Box 1010791
Miami, Florida 33128

Or

(Overnight Mail)
Miami-Dade Department of Transportation and Public Works
Finance Receivable – General Accounting Office
701 NW 1st Court, 13th Floor
Miami, Florida 33136

Any notice to be sent pursuant to this AGREEMENT shall be sent by certified mail, or by any commercially recognized delivery service that offers delivery verification to the addresses below. Such notices shall be deemed received upon delivery or refusal of delivery.

To DEPARTMENT:

(Notices and Mails)

//

Miami-Dade Department of Transportation and Public Works
Attn: The Director
70 INW 1st Court, 17th Floor
Miami, Florida 33136-3924
Tel. 786-469-5206

Or

(Notices and Mails)
Miami-Dade Department of Transportation and Public Works
Attn: Chief, Right-of-Way, Utilities & Property Management
70 INW 1st Court, 15th Floor
Miami, Florida 33136-3924
Tel. 786-469-5244

To CITY:

City of Coral Gables
Attn: City Manager or Designee
Assistant City Manager for Operations and Infrastructure
405 Biltmore Way, Coral Gables, Florida 33134
Tel. 305-460-5201

10. Term

The term of this Agreement and the licenses created hereby shall be for a term of thirty (30) years from the Effective Date, with two automatic renewal term of 15 years each, unless otherwise terminated by written agreement of the parties or terminated in accordance with paragraphs 10 or 12 herein.

11. Termination

The Grantor issues this License to the Grantee, which may be revoked at any time by the Grantor, upon providing ninety (90) days written notice to the City that the License Area is needed by County or for any transportation related purpose. All personal property, additions, Access Improvements (as defined herein), and/or any other improvements shall be demolished and removed at the expiration or early termination of this Agreement by Grantee at its sole expense, unless expressly permitted by Grantor in writing, in which case said personal property, additions, Access Improvements, and/or other improvements shall be and remain part of the License Area and/or ownership of Grantor.

12. Permits and Licenses

Grantee shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of Grantee's improvements. Grantee shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers. Grantee acknowledges that it is Grantee's sole responsibility to obtain any necessary governmental permits to perform any

required maintenance checks, and to abide by any governmental regulations associated with the use, construction, patrolling, replacement and maintenance of Grantee's improvements, as applicable.

13. Default by Grantee

If CITY or its contractor(s) default in the performance of any provision contained in this AGREEMENT, COUNTY may terminate this AGREEMENT following written notice and a fifteen-(15) day period during which CITY shall have the opportunity to cure such default to DTPW's satisfaction, in COUNTY's reasonable discretion.

14. Effective Date

This AGREEMENT shall become effective on the date first written above.

15. No Property Rights

This Agreement does not grant City any right to County property, or property rights, except as expressly provided herein.

16. Headings

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

17. Counterparts

This document, and any modifications, may be executed in one or more counterparts, including by facsimile, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

18. Venue & Law

Any litigation regarding this action shall have a venue in Miami-Dade County, Florida, and Florida law shall apply. This License Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, without application of its conflict of law principles.

19. Entire Agreement

This AGREEMENT embodies and constitutes the entire understanding between Miami-Dade County, a political subdivision of the State of Florida, and the City of Coral Gables, a municipality of the State of Florida concerning the rights granted herein and all prior contemporaneous agreements, understandings, representations, and statements, oral or written, with respect thereto are merged herein.

20. Recordation

This document shall be recorded in the Public Records of Miami-Dade County, Florida by CITY at CITY'S expense.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

Party of the First Part:

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

ATTEST:

By: _____


Name: _____

Title: _____

Party of the Second Part:

City of Coral Gables, a municipality of the State of Florida

ATTEST:


Billy Y. Arguin
City Clerk

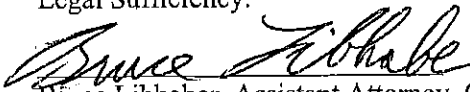


By: _____

Name: Peter Iglesias

Title: City Manager

Legal Sufficiency:


Bruce Libhaber, Assistant Attorney, CAO

Approved as to form and legal sufficiency

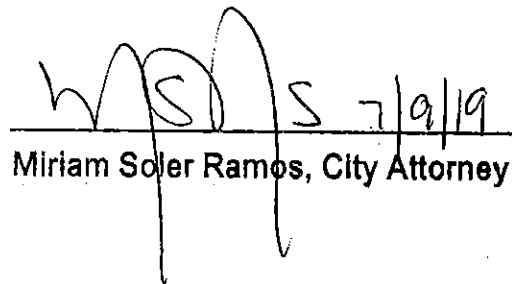

Miriam Soler Ramos, City Attorney

EXHIBIT "A"

EXHIBIT "A"
NEW DRIVEWAY ACCESS
(ONE WAY OUT ONLY)


LEGAL DESCRIPTION:

LYING OVER AND ACROSS A PORTION OF FORMER F.E.C. R.R. (NOW MIAMI-DADE COUNTY, METRO RAIL SOUTH CORRIDOR), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, AT PAGE 7, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF RIVIERA DRIVE AND THE FORMER F.E.C. R.R. NORTHERLY RIGHT OF WAY LINE; AS SHOWN ON SAID PLAT BOOK 124, PAGE 7; THENCE RUN S89°49'26"E ALONG SAID F.E.C. R.R. NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 553.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°49'26"E ALONG PREVIOUSLY DESCRIBED LINE FOR A DISTANCE OF 15.00 FEET; THENCE RUN S0°10'34"W FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF SAID FORMER F.E.C. R.R. AS SHOWN ON SAID PLAT BOOK 124, PAGE 7; THENCE RUN N89°49'26"W ALONG PREVIOUSLY DESCRIBED LINE FOR A DISTANCE OF 34.00 FEET; THENCE DEPARTING SAID F.E.C. R.R. SOUTHERLY RIGHT OF WAY LINE, N0°10'34"E FOR A DISTANCE OF 36.04 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 36.00 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°13'36", AN ARC DISTANCE OF 26.53 FEET TO A POINT ON A REVERSE CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 37.27 FEET; THENCE RUN NORTH ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°48'38", A CHORD DISTANCE OF 27.81 FEET THROUGH A CHORD BEARING OF N20°29'51"E, AN ARC DISTANCE OF 28.50 FEET TO A POINT OF NON-TANGENCY; THENCE RUN N0°10'34"E FOR A DISTANCE OF 13.69 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED LANDS CONTAINING 2649.2 SQUARE FEET MORE OR LESS.

1097A - Coral Gables Fire Station & Trolley Building - Link Construction/Survey/Design/18003097A Driveway Sketch and Legal.dwg/APPARATUS DRIVEWAY LEGAL By: MCARDO



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Some of F.L. Cons. of Authorizations: 2010-1187788

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■ Mt. Laurel, NJ	■ Miami, FL
■ Albany, NY	■ Greenville, FL
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■ Westchester, NY	■ Norfolk, VA
■ Charlotte, NC	■ Albuquerque, NM
■ Raleigh, NC	■ Columbia, MD


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LEGAL DESCRIPTION
 FOR
 INTERLOCAL AGREEMENT
 BETWEEN
 THE CITY OF CORAL GABLES AND
 MIAMI-DADE COUNTY TRANSIT
 DEPARTMENT (MDT) METRO RAIL
 PLAT BOOK 57 PAGE 13
 MIAMI-DADE
 COUNTY
 FLORIDA



811
 PROTECT YOURSELF
 ALL EXISTING UTILITIES MUST BE
 LOCATED PRIOR TO ANY
 ANY PERSON PREPARING TO
 DIGURE THE EARTH'S SURFACE
 ANYWHERE IN ANY STATE

Call before you dig.
 FOR STATE SPECIFIC DIRECT PHONE NUMBERS
 VISIT: WWW.CALL811.COM

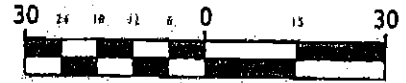
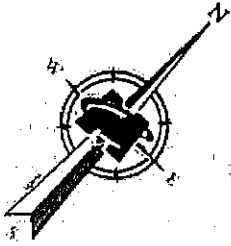


MIAMI OFFICE
 1790 NW 41st Street
 Miami, FL 33144
 Phone: 305.397.9701
 Fax: 305.397.9702

NEW DRIVEWAY			
SCALE AS SHOWN	DATE 05/17/2019	DRAWN BY HC	CHECKED BY ZCPOA
PROJECT NUMBER 18003097A		DRAWING NAME 18003097A DRIVEWAY SKETCH AND LEGALS	
EXHIBIT "A"			
SHEET NUMBER 1 of 3			

17

EXHIBIT "A"
(CONTINUED)



SCALE: 1" = 30'

PONCE DE LEON BOULEVARD

S 89°49'26" E

50.0'

POINT OF COMMENCEMENT

S 89°49'26" E

553.19'

FORMER F.E.C. R.R.
NORTHERLY R/W LINE

S 89°49'26" E 15.00'

POB

N 07°0'34" E 13.69'
R=37.27'
L=28.50'
Δ=43°48'38"

R=36.00'
L=26.53'
Δ=42°13'36"

MIAMI-DADE COUNTY
METRO RAIL SOUTH CORRIDOR
P.B. 124, PG. 7

NEW DRIVEWAY
ACCESS

S 07°0'34" W 100.00'

100.0'

RIVIERA DRIVE

FORMER F.E.C. R.R.
(NOW MIAMI-DADE COUNTY
METRO RAIL
SOUTH CORRIDOR)
P.B. 124 PG. 7

ABBREVIATIONS:

- CL = CENTER LINE
- PB. = PLAT BOOK
- PG. = PAGE
- POB = POINT OF BEGINNING
- R = RADIUS
- L = LENGTH
- Δ = CENTRAL ANGLE
- R/W = RIGHT OF WAY
- F.E.C. = FLORIDA EAST COAST
- R.R. = RAILROAD

FORMER F.E.C. R.R.
SOUTHERLY R/W LINE

N 89°49'26" W
34.00'

LOT 6

LOT 7

LOT 8

RESUBDIVISION OF A PORTION OF BLOCK 36A
REVISED PLAT OF CORAL GABLES/ RIVIERA SECTION PART 2
PLAT BOOK 57 PAGE 13



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FOR
INTERLOCAL AGREEMENT
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THE CITY OF CORAL GABLES AND
MIAMI-DADE COUNTY TRANSIT
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NEW DRIVEWAY			
SCALE: AS SHOWN	DATE: 05/17/2018	DRAWN BY: MC	CHECKED BY: ZCROA
PROJECT NUMBER: 1800297A		DRAWING NAME: 180297A DRIVEWAY SKETCH AND LEGALS	
SHEET TITLE: EXHIBIT "A"			
SHEET NUMBER: 3 of 3			

EXHIBIT "B"
EXISTING ACCESS DRIVEWAY
SEWER LINE ACCESS

LEGAL DESCRIPTION:
EXISTING DRIVEWAY ACCESS

A PORTION OF FORMER F.E.C. R.R. (NOW MIAMI-DADE COUNTY METRORAIL SOUTH CORRIDOR), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, AT PAGE 7, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF RIVIERA DRIVE AND THE FORMER F.E.C. R.R. NORTHERLY RIGHT OF WAY LINE; AS SHOWN ON SAID PLAT 124, PAGE 7; THENCE RUN S89°49'26"E ALONG SAID F.E.C. R.R. NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1020.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°49'26"E ALONG PREVIOUSLY DESCRIBED LINE FOR A DISTANCE OF 15.57 FEET; THENCE RUN S0°44'37"W FOR A DISTANCE OF 88.94 FEET; TO A POINT ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 40.73 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°48'57", AN ARC DISTANCE OF 11.24 FEET; A CHORD DISTANCE OF 11.21 FEET THROUGH A CHORD BEARING OF S09°13'30"W TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID FORMER F.E.C. R.R. AS SHOWN ON SAID PLAT BOOK 124, PAGE 7, THENCE RUN S89°49'26"E ALONG PREVIOUSLY DESCRIBED LINE FOR A DISTANCE OF 16.69 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 19.07 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°20'43", AN ARC DISTANCE OF 11.77 FEET, A CHORD DISTANCE OF 11.58 FEET THROUGH A CHORD BEARING OF N14°34'59"E TO A POINT; THENCE RUN N0°44'37"E FOR A DISTANCE OF 88.79 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE DESCRIBED LANDS CONTAINING 1560.3 SQUARE FEET MORE OR LESS.

LEGAL DESCRIPTION:
EXISTING SEWER LINE ACCESS

A PORTION OF FORMER F.E.C. R.R. (NOW MIAMI-DADE COUNTY METRORAIL SOUTH CORRIDOR), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 124, AT PAGE 7, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF RIVIERA DRIVE AND THE FORMER F.E.C. R.R. NORTHERLY RIGHT OF WAY LINE; AS SHOWN ON SAID PLAT 124, PAGE 7; THENCE RUN S89°49'26"E ALONG SAID F.E.C. R.R. NORTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1020.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°49'26"E ALONG PREVIOUSLY DESCRIBED LINE FOR A DISTANCE OF 7.12 FEET; THENCE RUN S0°10'34"W FOR A DISTANCE OF 100.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID FORMER F.E.C. R.R. AS SHOWN ON SAID PLAT BOOK 124, PAGE 7, THENCE RUN S89°49'26"W ALONG PREVIOUSLY DESCRIBED LINE FOR A DISTANCE OF 10.88 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 19.07 FEET; THENCE RUN NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°20'43", AN ARC DISTANCE OF 11.77 FEET, A CHORD DISTANCE OF 11.58 FEET THROUGH A CHORD BEARING OF N14°34'59"E TO A POINT; THENCE RUN N0°44'37"E FOR A DISTANCE OF 88.79 FEET TO THE POINT OF BEGINNING.

3197A - Coral Gables Fire Station & Trolley Building - Link Construction/Survey.dwg | 18000097A Driveway Sketch and Legal.dwg | EXISTING DRIVEWAY LEGAL By: MCARD



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PLAT BOOK 57 PAGE 13
MIAMI-DADE
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EXISTING DRIVEWAY & SEWER LINE			
SCALE	DATE	DRAWN BY	CHECKED BY
AS SHOWN	05/17/2019	MC	ZCPDA
PROJECT NUMBER	DRAWING NAME		
18000097A	18000097A DRIVEWAY		
SHEET TITLE			
EXHIBIT "B"			
SHEET NUMBER			
1 of 4			

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EXHIBIT "B"
EXISTING ACCESS DRIVEWAY
SEWER LINE ACCESS
(CONTINUED)

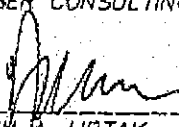
NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
 2. THIS DESCRIPTION AND SKETCH ARE NOT VALID ONE WITHOUT THE OTHER.
- BEARINGS ARE BASED ON AN ASSUMED SYSTEM.

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY TO THE HEREIN NAMED FIRM AND/OR PERSONS THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" OF THE HEREIN DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF AS SURVEYED AND PLATTED UNDER OUR DIRECTION ON MAY 21, 2019. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE REQUIREMENTS AS SET FORTH IN RULE 5J-17.051 AND 5J-17.052 AS ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 FLORIDA STATUTES.


MASER CONSULTING P.A.



JOHN A. LIPTAK
 PROFESSIONAL SURVEYOR AND MAPPER #5664
 STATE OF FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER.

3097A - Coral Gables First Season & Trolley Building - Link Construction\Survey\dwg\18000097A Driveway Sketch and Legal.dwg\EXISTING DRIVEWAY LEGAL (2) BY: PICARDO

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<p>EXISTING DRIVEWAY & SEWER LINE</p> <table border="1" style="width: 100%; font-size: x-small;"> <tr> <td>SCALE: AS SHOWN</td> <td>DATE: 05/17/19</td> <td>DRAWN BY: MC</td> <td>CHECKED BY: ZCPDA</td> </tr> <tr> <td>PROJECT NUMBER: 1800097A</td> <td colspan="3">DRAWING NUMBER: 1800097A DRIVEWAY SKETCH AND LEGALS</td> </tr> </table> <p>PROJECT TITLE: EXHIBIT "B"</p> <p>SHEET NUMBER: 2 of 4</p>			SCALE: AS SHOWN	DATE: 05/17/19	DRAWN BY: MC	CHECKED BY: ZCPDA	PROJECT NUMBER: 1800097A	DRAWING NUMBER: 1800097A DRIVEWAY SKETCH AND LEGALS																		
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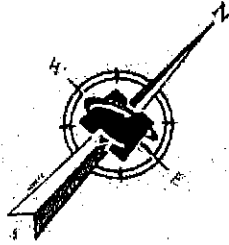
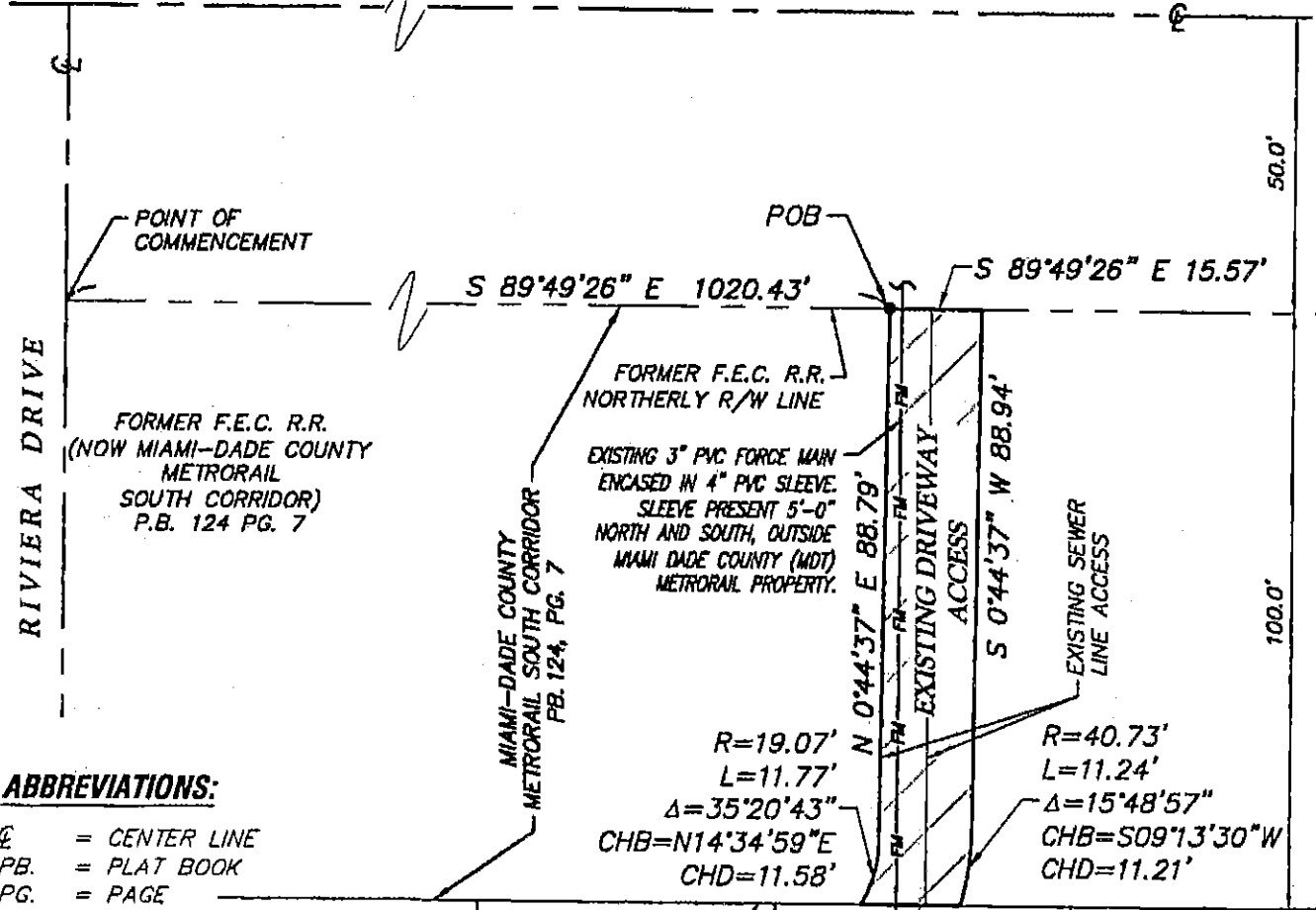


EXHIBIT "B"
 EXISTING ACCESS DRIVEWAY
 (CONTINUED)



SCALE: 1" = 30'

PONCE DE LEON BOULEVARD



ABBREVIATIONS:

- CL = CENTER LINE
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- PG. = PAGE
- POB = POINT OF BEGINNING
- R = RADIUS
- L = LENGTH
- Δ = CENTRAL ANGLE
- R/W = RIGHT OF WAY
- F.E.C. = FLORIDA EAST COAST
- R.R. = RAILROAD

$R=19.07'$ $R=40.73'$
 $L=11.77'$ $L=11.24'$
 $\Delta=35^{\circ}20'43''$ $\Delta=15^{\circ}48'57''$
 $CHB=N14^{\circ}34'59''E$ $CHB=S09^{\circ}13'30''W$
 $CHD=11.58'$ $CHD=11.21'$

FORMER F.E.C. R.R. SOUTHERLY R/W LINE

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LOT 15 LOT 16 LOT 17 LOT 18

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SHEET TITLE: EXHIBIT "B"			
SHEET NUMBER: 3 of 4			

