

MEMORANDUM

Agenda Item No. 8(F)(25)

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

DATE: October 3, 2019

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the conveyance of five Perpetual Easements and five Temporary Easements to the Miami-Dade Expressway Authority, its successors or assigns (MDX), for a nominal sum of \$1.00 each in accordance with section 125.38 of the Florida Statutes, on portions of County-owned property located at 1401 NW 7 Avenue Miami, Florida, known as the Women's Detention Center, for the expansion, construction, renovation, and maintenance of State Road 836/Dolphin Expressway; approval of an Interlocal Agreement between MDX and the County for MDX to design and construct a temporary parking lot to be used by the Women's Detention Center employees during the construction of State Road 836/Dolphin Expressway; approval of a Lease Agreement between MDX, as lessor, and the County, as lessee, for approximately 83,798 square feet of land located between NW 7 Avenue and NW 14 Street, underneath State Road 836 overpass, for parking of fleet vehicles and storage of associated equipment for the Women's Detention Center, with a lease term of 10 years and with an optional renewal term of 10 years at the cost of \$1.00 per term; authorizing the County Mayor to execute the Perpetual Easements, Temporary Easements, Interlocal Agreement, and Lease Agreement, to perform all acts to effectuate same, and to exercise all rights conferred therein

Resolution No. R-1042-19

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Chairwoman Audrey M. Edmonson.


Abigail Price-Williams
County Attorney

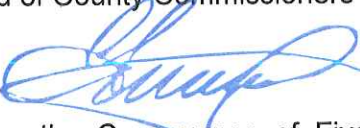
APW/smm

Memorandum



Date: October 3, 2019

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

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing the Conveyance of Five Perpetual Easements and Five Temporary Easements; Approval of an Interlocal Agreement with the Miami-Dade Expressway Authority (MDX) on Portions of County-owned Real Property Located at 1401 NW 7 Avenue, Miami, Florida, for Improvements to State Road 836/Dolphin Expressway; and Approval of a Lease Agreement with MDX for Property Located at 1401 NW 7 Avenue, Miami, Florida, to be Utilized by the Miami-Dade Corrections and Rehabilitation Department, Lease No. 01-3136-035-0340-L02

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the conveyance of five Perpetual Easements and five Temporary Easements on portions of County-owned property located at 1401 NW 7 Avenue, Miami, known as the Women's Detention Center; and authorize the execution of an Interlocal Agreement and a Lease Agreement between Miami-Dade County (County) and Miami-Dade Expressway Authority (MDX) for improvements to State Road 836/Dolphin Expressway (Project). More specifically, the resolution does the following:

- Authorizes the conveyance of five Perpetual Easements and five Temporary Easements for a period of 60 months to MDX, its successors or assigns, for the expansion, construction, renovation and maintenance of State Road (SR) 836/Dolphin Expressway;
- Authorizes the County Mayor or County Mayor's designee to execute an Interlocal Agreement between the County and MDX, its successors or assigns, to design and construct a temporary replacement parking lot to be used by employees of the Women's Detention Center; and
- Authorizes the County Mayor or County Mayor's designee to execute a Lease Agreement between the County and MDX, its successors or assigns, for ten years with one additional ten year renewal period to continue the use of approximately 83,798 square feet of property as a parking lot and storage site for the Women's Detention Center.

Background

MDX in coordination with the Florida Department of Transportation (FDOT) is proposing improvements to SR 836/Dolphin Expressway. The construction of such improvements include additional lanes from NW 17 Avenue to SR 836/I-95/I-395 Interchange. A new elevated eastbound ramp from NW 12 Avenue for traffic traveling to northbound and southbound I-95, will eliminate traffic operational conflicts between mainland traffic and ramp traffic movements. A new ramp from southbound I-95 to westbound SR 836 with an additional exit to NW North River Drive will eliminate traffic operational conflicts between the westbound SR 836 exit to NW 12 Avenue, and the I-95 southbound entrance to westbound SR 836.

To complete these improvements, MDX has requested the donation of five Perpetual Easements and five Temporary Easements on portions of County-owned property located at 1401 NW 7 Avenue, Miami, Florida (portions of Folio Nos. 01-3136-035-0040, 01-3136-035-0460, 01-3136-031-6290, 01-3136-031-6731, 01-313-031-6250, 01-3136-031-6270), as shown in Attachment 1. The Perpetual Easements are referred to as Parcel 840A consisting of 368 square feet, Parcel 840B consisting of 628 square feet,

Parcel 841 consisting of 892 square feet, Parcel 843 consisting of 190 square feet, and Parcel 844 consisting of 158 square feet (Attachments 2A through 2E). The Temporary Easements are referred to as Parcel 719 consisting of 1,877 square feet, Parcel 722 consisting of 11,533 square feet, Parcel 729 consisting of 3,353 square feet, Parcel 735 consisting of 733 square feet, and Parcel 736 consisting of 640 square feet for the purpose of regrading, equipment staging, and other transportation related purposes (Attachments 3A through 3E).

As part of the Interlocal Agreement, MDX is required to design and construct a temporary replacement parking lot on County-owned properties within the area located at the northwest corner of NW 7 Avenue and NW 14 Street (portions of Folio Nos. 01-3135-019-0870, 01-3135-019-0880, 01-3135-019-0890, 01-3135,019-0900, 01-3135-019-910, as depicted in Exhibit 3 of Attachment 4) to be utilized by the Miami-Dade Corrections and Rehabilitation Department employee's during the construction activities. The Interlocal Agreement will allow MDX to undertake and complete all aspects of the parking lot, including, the design, construction, inspection, utilities, permits, and other associated tasks. MDX will be responsible for all costs associated with implementing the requirements of the Interlocal Agreement.

The temporary replacement parking lot shall be available at all times during the construction activities, and shall provide an equal number of parking spaces or greater than the sum of parking spaces impacted by the construction activities of the project.

Pursuant to Resolution No. R-1234-77, on November 1, 1977, the Board authorized a 40-year Memorandum of Agreement with FDOT, for a parking area located between NW 7 Avenue and NW 14 Street underneath the SR 836 overpass, for use by the Corrections and Rehabilitation Department for \$1.00 annually. MDX has approved the continued use of a parking lot and storage site for the fleet of vehicles and associated equipment for the Women's Detention Center through a proposed Lease Agreement (Attachment 5). The Lease may be terminated by MDX after the first three years of the initial term, only if MDX needs the property for a public transportation purpose. The County may terminate the Lease for any reason by giving MDX 30 days' prior written notice. The County will be responsible for any utilities and operating expenses.

Section 125.38 of the Florida Statutes allows agencies, such as MDX, to request the use of County-owned property when such use is for public benefit and MDX has made such requests to the County in writing. This request is for public benefit, as the easements are needed for the planned improvements, including new lanes and elevated ramps. MDX's written requests are on file with ISD and available for inspection upon request.

Scope

The property is located in Commission District 3, which is represented by Chairwoman Audrey M. Edmonson. Written notice of the Lease was provided to the District Commissioner.

Fiscal Impact/Funding Source

MDX will pay a nominal sum of \$1.00 for each easement and will be responsible for maintaining the proposed improvements in the easements areas. The Perpetual Easements, Temporary Easements and Interlocal Agreement do not require the expenditure of any County funds.

The County will pay \$1.00 per ten-year term for the Lease Agreement and will be responsible for all utilities and repairs to the leased property. The funding source to pay for the rent and operating expenses will be from non-ad valorem revenues from the General Fund.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
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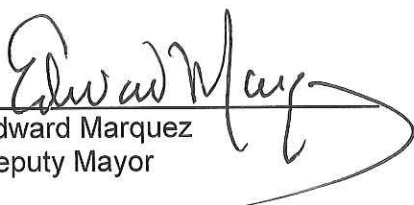
Track Record/County Monitor

Idania Barroso of the Internal Services Department will be responsible for tasks related to these transactions. Eugenio Raposo of the Miami-Dade Corrections and Rehabilitation Department, Construction Management Division, is managing the tasks related to these transactions.

Delegated Authority

Authorizes the County Mayor or County Mayor's designee to execute the Perpetual Easements, Temporary Easements, Interlocal Agreement and Lease Agreement; to exercise all rights conferred therein; and to record the easements in the Public Records of Miami-Dade County.

Attachments


Edward Marquez
Deputy Mayor



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Location of Easement 841

Property Information	
Folio:	01-3136-035-0460
Property Address:	655 NW 15 ST Miami, FL 33136-0000
Owner	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	13,520 Sq.Ft
Year Built	0



Assessment Information				
Year	2018	2017	2016	
Land Value	\$229,840	\$229,840	\$229,840	
Building Value	\$0	\$0	\$0	
XF Value	\$0	\$0	\$0	
Market Value	\$229,840	\$229,840	\$229,840	
Assessed Value	\$168,253	\$152,958	\$139,053	

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$61,587	\$76,882	\$90,787
County	Exemption	\$168,253	\$152,958	\$139,053

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
ROBERTS & GRENTNER ADD PB 10-56
LOTS 1 THRU 5 LESS BEG 113.23FTN
OF SE COR LOT 4 TH N 71 DEG
28 MIN 19 SEC W108.22FT N3.16FT
E101.87FT S41.8FT TO POB FOR EXPY

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$168,253	\$152,958	\$139,053
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$229,840	\$229,840	\$229,840
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$168,253	\$152,958	\$139,053
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$168,253	\$152,958	\$139,053
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Location of Easement 841

Property Information	
Folio:	01-3136-031-6290
Property Address:	1416 NW 6 CT Miami, FL 33136-0000
Owner	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	1,390 Sq.Ft
Year Built	0



Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$5,696	\$5,179	\$4,709
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$27,800	\$27,800	\$27,800
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$5,696	\$5,179	\$4,709
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Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$22,104	\$22,621	\$23,091
County	Exemption	\$5,696	\$5,179	\$4,709

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Short Legal Description
DALE MILLER TRACT PB 2-70 LOT 3 LESS BEG NE COR S25.55FT NW71.55FT E67.36FT TO POB BLK 23 /AKA PARCEL 4-8/ LOT SIZE 1390 SQUARE FEET

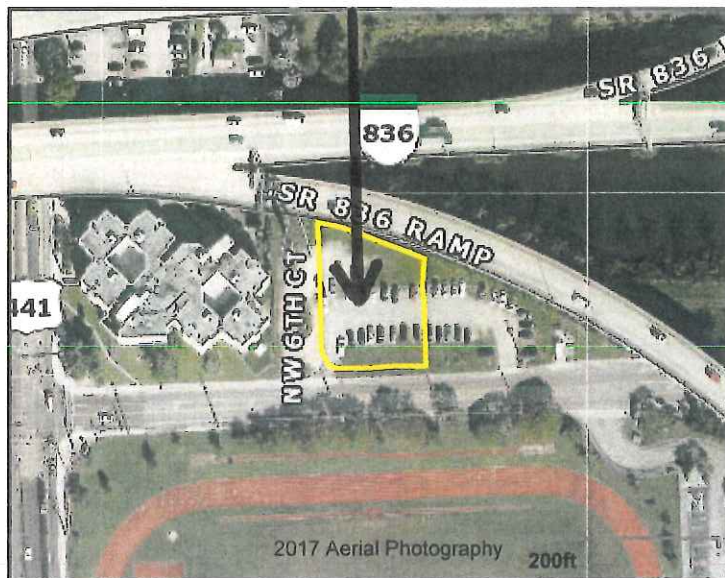


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Location of Easement 722

Property Information	
Folio:	01-3136-035-0460
Property Address:	655 NW 15 ST Miami, FL 33136-0000
Owner	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
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Living Units	0
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Version:

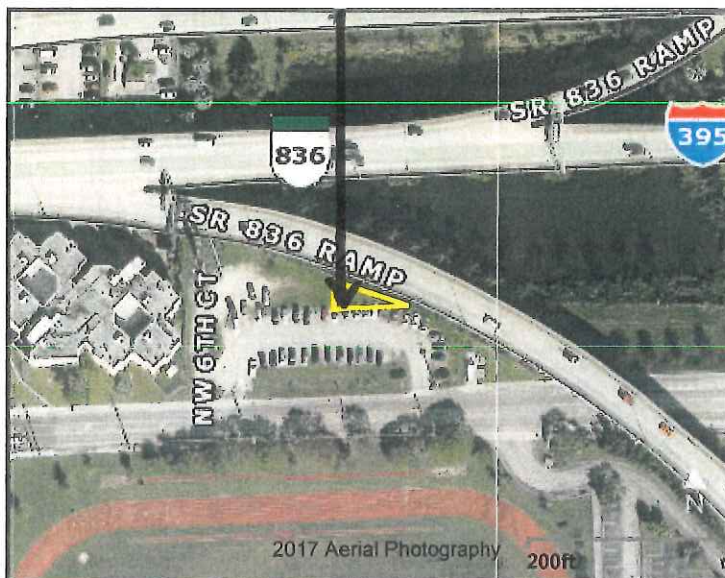


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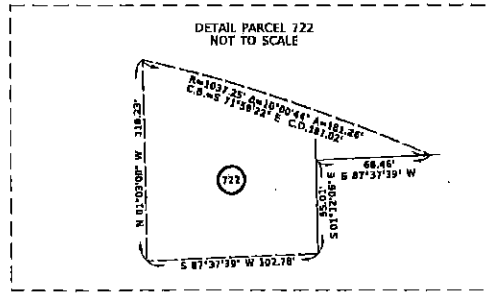
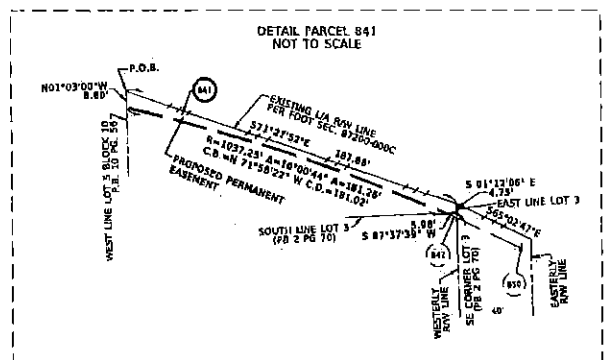
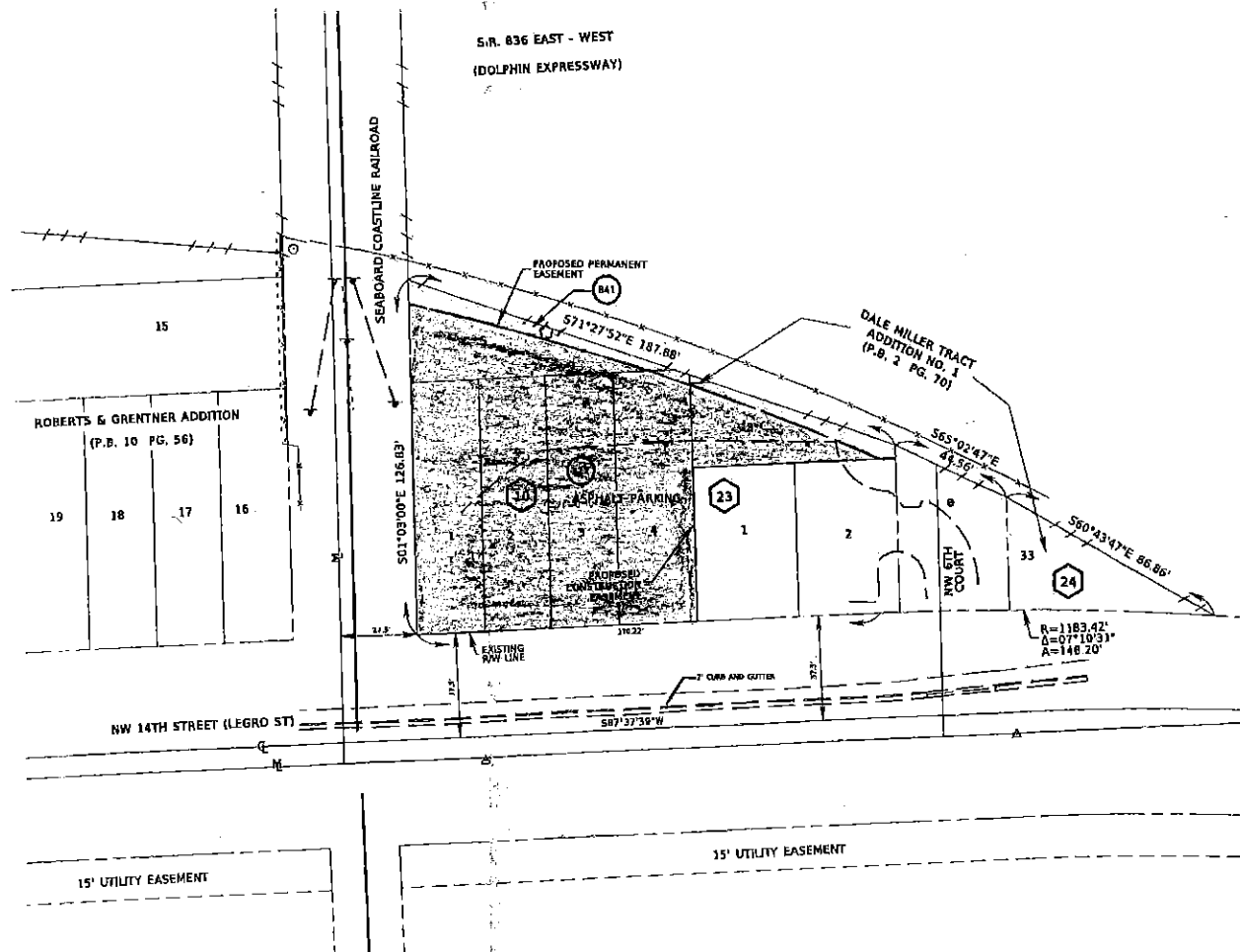
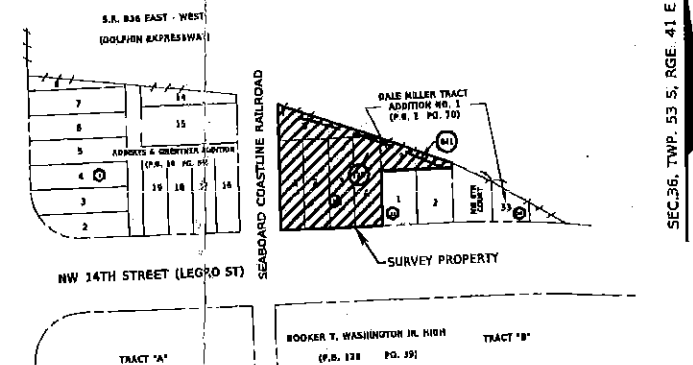
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Version:

SPECIFIC PURPOSE SURVEY



LOCATION SKETCH



OWNER: MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
 FOLIO: 01-3136-035-0400 / 01-3136-031-6290

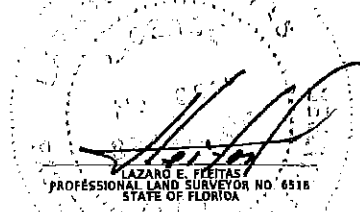
LEGAL DESCRIPTION: PARCEL 841

THAT EASEMENT BEING A PORTION OF LOTS 4 AND 5, IN BLOCK 10 OF "ROBERTS AND GREENTNER ADDITION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, AT PAGE 56, AND ALSO BEING A PORTION OF LOTS 3 AND 4, IN BLOCK 23, OF "DALE MILLER TRACT ADDITION NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 70, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL LYING IN THE NW 1/4 OF SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT 5, IN BLOCK 10 OF "ROBERTS AND GREENTNER ADDITION" COINCIDENT WITH THE EASTERLY RIGHT OF WAY LINE OF NW 6TH COURT, WITH THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE LYING SOUTHWESTERLY OF S.R. 836 AS PER F.D.O.T. RIGHT OF WAY MAP FOR SECTION 87200-0000; THENCE RUN S71°27'52"E, ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF S.R. 836, FOR A DISTANCE OF 187.88 FEET, TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 3 IN BLOCK 23 (PLAT BOOK 2 AT PAGE 70) COINCIDENT WITH THE WESTERLY RIGHT OF WAY LINE OF NW 6TH AVENUE; THENCE RUN S01°12'06"E, ALONG THE LAST DESCRIBED LINE, FOR A DISTANCE OF 4.75 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3 IN BLOCK 23 (PLAT BOOK 2 AT PAGE 70); THENCE RUN S87°37'39"W, ALONG THE SOUTH LINE OF SAID LOT 3 AND ALONG THE SOUTHWESTERLY LINE OF THE HEREIN DESCRIBED EASEMENT, FOR A DISTANCE OF 5.98 FEET TO THE POINT OF INTERSECTION WITH A CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CIRCULAR CURVE, CONTINUING ALONG SAID SOUTHWESTERLY EASEMENT LINE AND ACROSS SAID LOT 3, BLOCK 23 IN P.B. 2 PG. 70, AND ACROSS LOTS 4 AND 5, BLOCK 10 IN P.B. 10 PG. 56, HAVING A RADIUS OF 107.25 FEET, THROUGH A CENTRAL ANGLE OF 10°00'44", SUBTENDING A 181.26 FOOT CHORD, WHICH BEARS N71°56'22"W FOR AN ARC DISTANCE OF 181.26 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 5, IN BLOCK 10, COINCIDENT WITH THE EASTERLY RIGHT OF WAY LINE OF NW 6 COURT; THENCE RUN N01°03'00"W ALONG THE LAST DESCRIBED LOT LINE AND RIGHT OF WAY LINE, FOR A DISTANCE OF 8.60 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 892 SQUARE FEET, MORE OR LESS.

SURVEYOR NOTES:

- THE LEGAL DESCRIPTION USED IN THE PREPARATION OF THIS SURVEY WAS FURNISHED BY THE CLIENT.
- BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES SYSTEM, FLORIDA EAST ZONE, TRANSVERSE MERCATOR PROJECTION, NORTH AMERICAN 1983 ADJUSTMENT 2007 AND ARE BASED ON A PNC PROJECT BASELINE BEARING OF N 03°42'37" W BEING ESTABLISHED BETWEEN FOOT MONUMENTS: PNC02 STAMPED BY 11-PNC02 (N 826770.1510, E 819562.7520) AND PNC04 STAMPED BY 11-PNC04 (N 528164.0790, E 819472.9400) AND THEREFROM A BEARING OF N 87°39'39" W, ALONG THE MONUMENT LINE NW 12TH STREET OF BETWEEN NW NORTH DRIVE DRIVE AND NW 14TH AVENUE.
- ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.
- THIS SPECIFIC PURPOSE SURVEY WAS PREPARED IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA" PURSUANT TO RULE 17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING CHAPTER 61A27 OF THE FLORIDA STATUTES.
- PROPERTY BOUNDARIES DETERMINED FROM FIELD SURVEY AND PLATS OF RECORD.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.
- UNLESS OTHERWISE NOTED, THIS SURVEY HAS NOT ATTEMPTED TO LOCATE ANY FOOTING AND/OR UNDERGROUND UTILITIES ON AND/OR ADJACENT TO THE PROPERTY.
- THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT THE STATED GRAPHIC SCALES IN ENGLISH UNITS OF MEASUREMENT AS DEPICTED ON THE SURVEY MAP. ATTENTION IS DIRECTED TO THE FACT THAT SAID SURVEY MAP MAY BE ALTERED IN SCALE BY REPRODUCTION AND MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON.
- THIS IS NOT A BOUNDARY SURVEY.
- LAST FIELD DATE, JUNE 1ST, 2015.

I HEREBY CERTIFY THAT THIS SPECIFIC PURPOSE SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



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

LEGAL DESCRIPTION: PARCEL 722

THAT EASEMENT BEING A PORTION OF LOTS 1, 2, 3, 4 AND 5, IN BLOCK 10 OF "ROBERTS & GREENTNER ADDITION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, AT PAGE 56, AND ALSO BEING A PORTION OF LOT 3, IN BLOCK 23, OF "DALE MILLER TRACT ADDITION NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 70, BOTH PLATS OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND LYING IN THE NW 1/4 OF SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT 5, IN BLOCK 10 OF "ROBERTS & GREENTNER ADDITION" COINCIDENT WITH THE EAST RIGHT OF WAY LINE OF NW 6 COURT, WITH THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE LYING SOUTHWESTERLY OF S.R. 836 AS PER F.D.O.T. RIGHT OF WAY MAP FOR SECTION 87200-0000; THENCE RUN S01°03'00"E, ALONG THE WEST LINE OF SAID LOT 5 IN BLOCK 10 OF "ROBERTS & GREENTNER ADDITION", COINCIDENT WITH THE EAST RIGHT OF WAY LINE OF NW 6 COURT, FOR A DISTANCE OF 8.60 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED EASEMENT; THENCE RUN SOUTHEASTERLY ALONG SAID CIRCULAR CURVE AND NORTHEASTERLY LINE AT THE HEREIN DESCRIBED EASEMENT, HAVING A RADIUS OF 107.25 FEET, THROUGH A CENTRAL ANGLE OF 10°00'44", SUBTENDING A 181.26 FOOT CHORD WHICH BEARS S71°56'22"E, FOR AN ARC DISTANCE OF 181.26 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 3 IN BLOCK 23 OF "DALE MILLER TRACT ADDITION NO. 1" ALSO BEING THE SOUTHERLY LINE OF THE HEREIN DESCRIBED EASEMENT; THENCE RUN S87°37'39"W, ALONG SAID EASEMENT LINE AND SOUTH LINE OF SAID LOT 3 IN BLOCK 23, FOR A DISTANCE OF 68.46 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF LOT 4 IN SAID BLOCK 10 OF "ROBERTS & GREENTNER ADDITION" AND EASEMENT LINE, FOR A DISTANCE OF 55.01 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF NW 14 STREET; THENCE RUN S87°37'39"W, ALONG THE NORTHERLY RIGHT OF WAY LINE OF NW 14 STREET AND ACROSS LOTS 4, 3, 2 AND 1, IN SAID BLOCK 10 OF "ROBERTS & GREENTNER ADDITION" COINCIDENT WITH THE SOUTHERLY LINE OF THE HEREIN DESCRIBED EASEMENT, FOR A DISTANCE OF 102.78 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 1, IN BLOCK 10, COINCIDENT WITH THE EAST RIGHT OF WAY LINE OF NW 6 COURT; THENCE RUN N01°03'00"W, ALONG THE WEST LINE OF LOT 1 AND PART OF THE WEST LINE OF LOT 5 IN SAID BLOCK 10 OF "ROBERTS & GREENTNER ADDITION" COINCIDENT WITH THE EAST RIGHT OF WAY LINE OF NW 6 COURT AND WESTERLY LINE OF THE HEREIN DESCRIBED EASEMENT, FOR A DISTANCE OF 118.23 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 11,533 SQUARE FEET, MORE OR LESS.

LEGEND

- DELINEATOR POST
- WATER VALVE
- COLUMNS
- TRANSFORMER
- MONUMENT
- SANITARY MISCELLANEOUS
- FULL BOX
- RAILROAD SWITCH
- RAILROAD UTILITIES
- FIRE HYDRANT
- MONITORING WELL
- SANITARY STORM
- MANHOLE ELECTRIC
- GUY WIRE
- WATER VALVE BOX
- HOLE
- TREE
- POLE TELEPHONE
- DRAIN MISCELLANEOUS
- LUMINARY
- WATER VALVE COVER
- SIGN
- SANITARY MANHOLE
- MANHOLE COVER (UNKNOWN)
- DRAIN INLET
- ELEVATION

ABBREVIATIONS

- PROPOSED CONSTRUCTION EASEMENT
- LIMITED ACCESS R/W LINE
- PROPOSED RIGHT OF WAY LINE
- CHAIN LINK FENCE
- RIGHT OF WAY LINE
- SET NAIL & DISC 7360 (SET N & D 7360)
- SET 1/2" IRON PIPE 7360 (SET 1/2" I.P. 7360)
- FOUND 1/2" IRON PIPE (FD 1/2" I.P.)
- FOUND 1/2" IRON REBAR (FD 1/2" I.R.)
- FOUND NAIL (FD NAIL)
- C.B.S. CONCRETE BLOCK STUCCO
- R/W RIGHT OF WAY
- C CENTERLINE
- P PROPERTY LINE
- P.G. PAGE
- P.B. PLAT BOOK
- SEC. SECTION
- TWP. TOWNSHIP
- R. RANGE
- A. CURVE LENGTH
- Δ DELTA
- CB CHORD BEARING
- CD CHORD DISTANCE
- (C) CALCULATED
- (M) MEASURED
- (P) PLAT
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION
8-01-15	ADDED OWNER AND FOLIO NUMBER		
11-3-16	UPDATED PARCEL #41 AND 722 INFORMATION ONLY		
3-27-19	UPDATE LOCATION SKETCH		

MAPS PREPARED BY:
 CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC
 CERTIFICATE OF AUTHORIZATION NO. EB-25978 / LB-7380
 8594 NW 41 STREET, SUITE 201
 MIAMI, FLORIDA 33178
 (305)592-1070 / FAX: (305)592-1078
 FRANK L. NUNEZ, JR., PSM
 P.S.M. LICENSE NO. 8392

DRAWN BY: N.D.ZAMORA 05-26-2015	MIAMI-DADE EXPRESSWAY AUTHORITY		
CHECKED BY: J.L.SANFIEL 05-26-2015	ROAD NO. S.R. 836	COUNTY MIAMI-DADE	PROJ. NO. 83611

SPECIFIC PURPOSE SURVEY 66' NW 14 STREET PARCEL NO. 722 & 841		SHEET NO. 1 of 1
PROJECT NAME: STATE ROAD 836 / DOLPHIN EXPRESSWAY		



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Location of Easement 840-A

Property Information	
Folio:	01-3136-035-0040
Property Address:	1421 NW 7 AVE Miami, FL 33136-1448
Owner	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	4
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	100 Sq.Ft
Lot Size	38,735 Sq.Ft
Year Built	1977



Assessment Information			
Year	2018	2017	2016
Land Value	\$774,700	\$774,700	\$163,120
Building Value	\$9,967,454	\$9,967,454	\$5,600,000
XF Value	\$0	\$0	\$0
Market Value	\$10,742,154	\$10,742,154	\$5,763,120
Assessed Value	\$10,742,154	\$10,742,154	\$5,763,120

Benefits Information				
Benefit	Type	2018	2017	2016
County	Exemption	\$10,742,154	\$10,742,154	\$5,763,120

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
ROBERTS & GRENTNER ADD PB 10-56
LOTS 1 THRU 8 LESS BEG 15.20FTN
OF SW COR OF LOT 8 N9.80FT
E99.97FT S22.28FT NWLY100.64FT
TO POB & LOTS 14 THRU 19 LESS R/W

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$10,742,154	\$10,742,154	\$5,763,120
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$10,742,154	\$10,742,154	\$5,763,120
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$10,742,154	\$10,742,154	\$5,763,120
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$10,742,154	\$10,742,154	\$5,763,120
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Location of Easement 840-B

Property Information	
Folio:	01-3136-035-0040
Property Address:	1421 NW 7 AVE Miami, FL 33136-1448
Owner	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	4
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	100 Sq.Ft
Lot Size	38,735 Sq.Ft
Year Built	1977



Assessment Information			
Year	2018	2017	2016
Land Value	\$774,700	\$774,700	\$163,120
Building Value	\$9,967,454	\$9,967,454	\$5,600,000
XF Value	\$0	\$0	\$0
Market Value	\$10,742,154	\$10,742,154	\$5,763,120
Assessed Value	\$10,742,154	\$10,742,154	\$5,763,120

Benefits Information				
Benefit	Type	2018	2017	2016
County	Exemption	\$10,742,154	\$10,742,154	\$5,763,120

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
ROBERTS & GRENTNER ADD PB 10-56
LOTS 1 THRU 8 LESS BEG 15.20FTN
OF SW COR OF LOT 8 N9.80FT
E99.97FT S22.28FT NWLY100.64FT
TO POB & LOTS 14 THRU 19 LESS R/W

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$10,742,154	\$10,742,154	\$5,763,120
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$10,742,154	\$10,742,154	\$5,763,120
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$10,742,154	\$10,742,154	\$5,763,120
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$10,742,154	\$10,742,154	\$5,763,120
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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Version:



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Location of Easement 719

Property Information	
Folio:	01-3136-035-0040
Property Address:	1421 NW 7 AVE Miami, FL 33136-1448
Owner	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8647 COUNTY : DADE COUNTY
Beds / Baths / Half	0 / 0 / 0
Floors	4
Living Units	0
Actual Area	Sq.Ft
Living Area	Sq.Ft
Adjusted Area	100 Sq.Ft
Lot Size	38,735 Sq.Ft
Year Built	1977



Assessment Information			
Year	2018	2017	2016
Land Value	\$774,700	\$774,700	\$163,120
Building Value	\$9,967,454	\$9,967,454	\$5,600,000
XF Value	\$0	\$0	\$0
Market Value	\$10,742,154	\$10,742,154	\$5,763,120
Assessed Value	\$10,742,154	\$10,742,154	\$5,763,120

Benefits Information				
Benefit	Type	2018	2017	2016
County	Exemption	\$10,742,154	\$10,742,154	\$5,763,120

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
ROBERTS & GRENTNER ADD PB 10-56
LOTS 1 THRU 8 LESS BEG 15.20FTN
OF SW COR OF LOT 8 N9.80FT
E99.97FT S22.28FT NWLY100.64FT
TO POB & LOTS 14 THRU 19 LESS R/W

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$10,742,154	\$10,742,154	\$5,763,120
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$10,742,154	\$10,742,154	\$5,763,120
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$10,742,154	\$10,742,154	\$5,763,120
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$10,742,154	\$10,742,154	\$5,763,120
Taxable Value	\$0	\$0	\$0

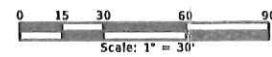
Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

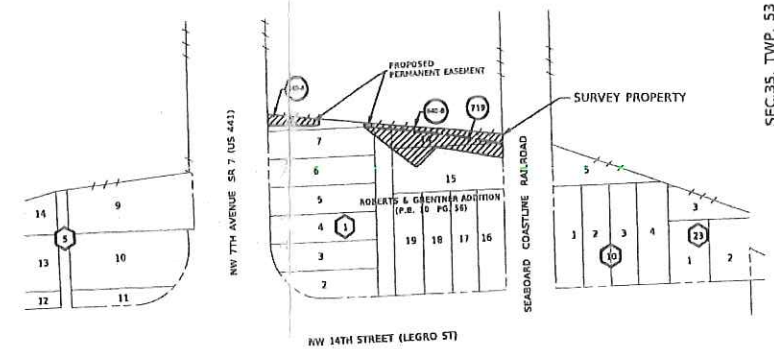
Version:

12

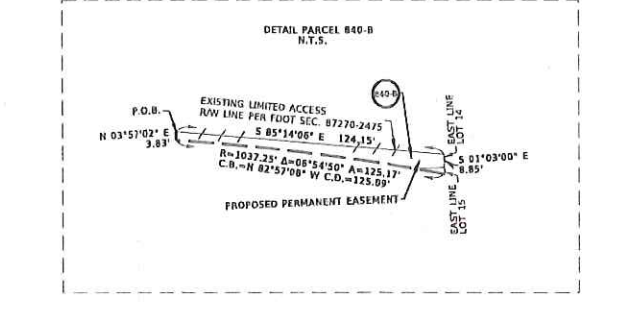
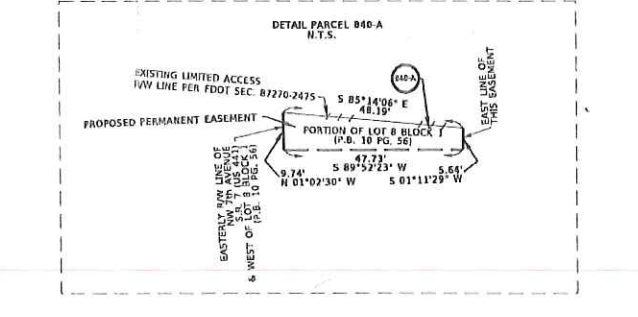
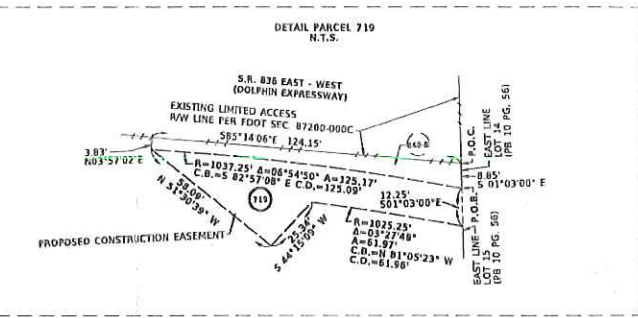
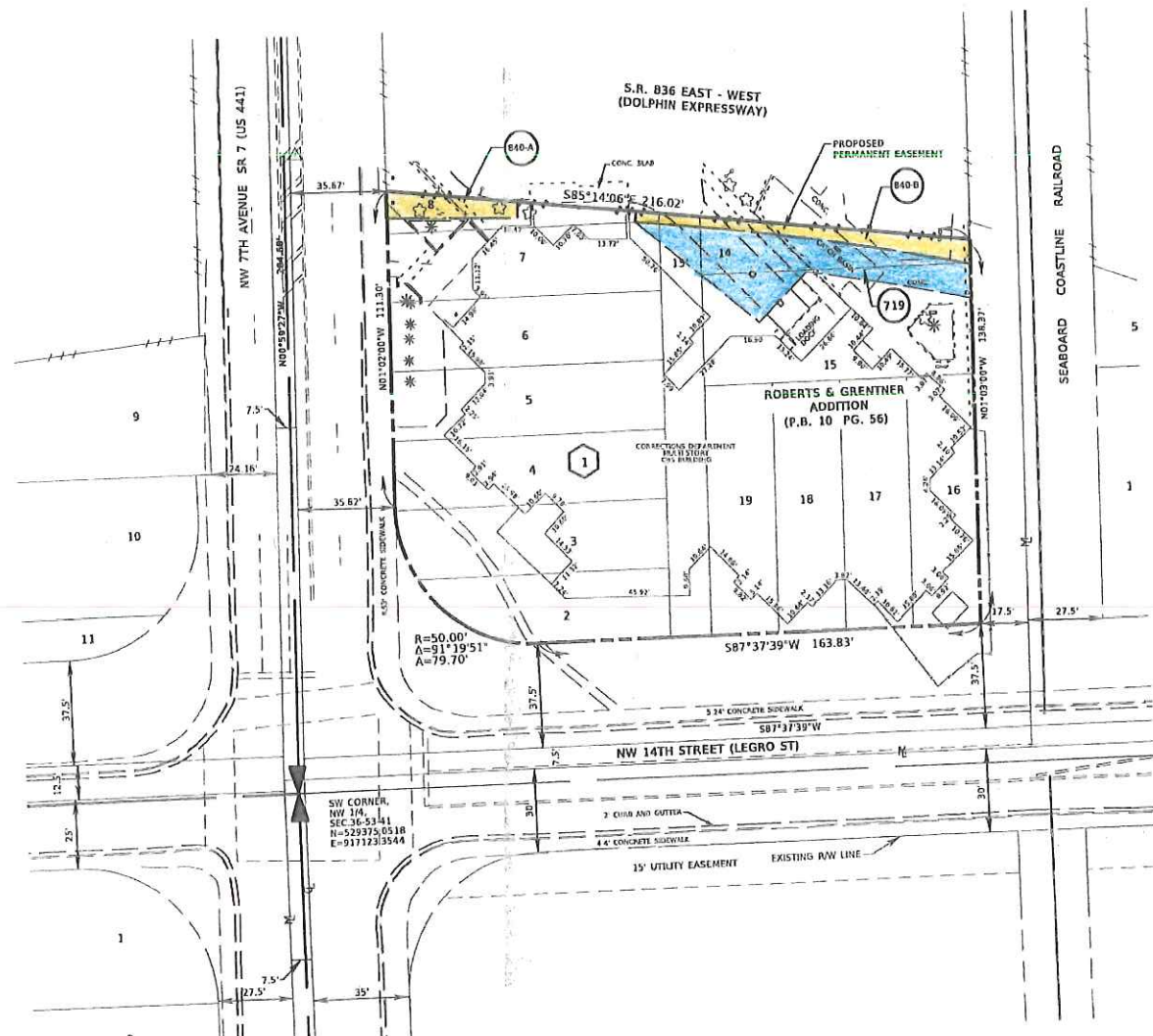
SPECIFIC PURPOSE SURVEY



LOCATION SKETCH N.T.S.



SEC. 35, TWP. 53 S., RGE. 41 E.



OWNER: MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
FOLIO: 01-3136-035-0040

LEGAL DESCRIPTION: PARCEL 719
THAT EASEMENT LYING SOUTHWESTERLY OF THE EXISTING LIMITED ACCESS RIGHT-OF-WAY LINE WHICH RUNS SOUTHWESTERLY OF SR 836, AS PER F.D.O.T. RIGHT OF WAY MAP FOR SECTION 87200-000C, AND EXTENDING ACROSS LOTS 7, 8, 14 AND 15, AND THE 15.00 FOOT ALLEY, IN BLOCK 1 OF "ROBERTS & GRENTNER ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, AT PAGE 56, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND LYING IN THE NW 1/4 OF SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE LYING SOUTHWESTERLY OF S. R. 836, WITH THE EAST LINE OF SAID LOT 14, IN BLOCK 1 OF "ROBERTS & GRENTNER ADDITION", COINCIDENT WITH THE WESTERLY RIGHT OF WAY LINE OF NW 6' COURT; THENCE RUN S 01° 03' 00" E ALONG THE LAST DESCRIBED RIGHT OF WAY LINE, FOR A DISTANCE OF 8.85 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF THE HEREINAFTER DESCRIBED EASEMENT AND THE POINT OF BEGINNING; THENCE CONTINUE S 01° 03' 00" E, ALONG SAID WESTERLY RIGHT OF WAY LINE OF NW 6' COURT, FOR A DISTANCE OF 12.25 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF THIS EASEMENT, ALSO BEING A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THENCE RUN NORTHWESTERLY, ALONG SAID CIRCULAR CURVE AND ACROSS PORTION OF SAID LOT 15, HAVING A RADIUS OF 1025.25 FEET, THROUGH A CENTRAL ANGLE OF 03° 27' 48", SUBTENDING A 61.97 FOOT CHORD WHICH BEARS N 01° 05' 23" W, FOR AN ARC DISTANCE OF 61.97 FEET; THENCE RUN S 44° 15' 09" W, ALONG SAID SOUTHWESTERLY LINE OF THIS EASEMENT, FOR A DISTANCE OF 25.34 FEET; THENCE RUN N 51° 30' 39" W, ALONG SAID SOUTHWESTERLY LINE OF THIS EASEMENT, FOR A DISTANCE OF 58.09 FEET TO THE POINT OF INTERSECTION WITH THE NORTHEASTERLY LINE OF THE HEREIN DESCRIBED EASEMENT, ALSO BEING A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THENCE RUN SOUTHEASTERLY, ALONG SAID CIRCULAR CURVE AND ACROSS SAID LOTS 8, 7, THE 15 FOOT ALLEY, AND LOTS 14 AND 15 IN BLOCK 1 OF "ROBERTS & GRENTNER ADDITION", HAVING A RADIUS OF 1037.25 FEET, THROUGH A CENTRAL ANGLE OF 06° 45' 04", SUBTENDING A 61.97 FOOT CHORD WHICH BEARS S 85° 14' 06" E, FOR AN ARC DISTANCE OF 125.17 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 15 IN BLOCK 1 OF "ROBERTS & GRENTNER ADDITION", COINCIDENT WITH THE WESTERLY RIGHT OF WAY LINE OF NW 6TH COURT ALSO BEING THE POINT OF BEGINNING, CONTAINING AN AREA OF 1,877 SQUARE FEET, MORE OR LESS.

- SURVEYOR NOTES:**
- THE LEGAL DESCRIPTION USED IN THE PREPARATION OF THIS SURVEY WAS FURNISHED BY THE CLIENT.
 - 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 BALANCE BEARING OF N 03° 42' 57" W BEING ESTABLISHED BETWEEN PDOT MONUMENTS:
PNC02 STAMPED 07-11-PNC02 (N 276779.1510, E 919562.7520) AND PNC04 STAMPED 07-11-PNC04 (N 281611.990, E 9172.9400) AND THEREFROM A BEARING OF N 07° 38' 19" E ALONG THE MONUMENT LINE NW 12TH STREET OF BETWEEN NW NORTH DRIVE DRIVE AND NW 13TH AVENUE.
 - ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.
 - THIS BOUNDARY SURVEY WAS PREPARED IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.
 - PROPERTY BOUNDARIES DETERMINED FROM FIELD SURVEY AND PLATS OF RECORD.
 - THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 - THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.
 - UNLESS OTHERWISE NOTED, THIS SURVEY HAS NOT ATTEMPTED TO LOCATE ANY FOOTING AND/OR UNDERGROUND UTILITIES ON AND/OR ADJACENT TO THE PROPERTY.
 - THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT THE STATED GRAPHIC SCALES IN ENGLISH UNITS OF MEASUREMENT AS DEPICTED ON THE SURVEY MAP. ATTENTION IS DIRECTED TO THE FACT THAT SAID SURVEY MAP MAY BE ALTERED IN SCALE BY REPRODUCTION AND MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
 - THIS SPECIFIC PURPOSE SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON.
 - THIS IS NOT A BOUNDARY SURVEY.
 - LAST FIELD DATE, JUNE 1, 2015.

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LAZARUS FLETAS
PROFESSIONAL LAND SURVEYOR NO. 6518
STATE OF FLORIDA

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

- LEGEND**
- DELINEATOR POST
 - WATER VALVE
 - COLUMNS
 - TRANSFORMER
 - MONUMENT
 - SANITARY MISCELLANEOUS
 - FULL BOX
 - RAILROAD SWITCH
 - RAILROAD UTILITIES
 - FIRE HYDRANT
 - MONITORING WELL
 - SANITARY STORM
 - MANHOLE ELECTRIC
 - GUY WIRE
 - TELEPHONE BOX
 - HOLE
 - TREE
 - POLE TELEPHONE
 - DRAIN MISCELLANEOUS
 - LUMINARY
 - WATER VALVE COVER
 - SIGN
 - SANITARY MANHOLE
 - MANHOLE COVER (UNKNOWN)
 - DRAIN INLET
 - ELEVATION

- ABBREVIATIONS**
- PROPOSED CONSTRUCTION EASEMENT C.B.S.
 - LIMITED ACCESS RW LINE
 - PROPOSED RIGHT OF WAY LINE
 - CHAIN LINK FENCE
 - RIGHT OF WAY LINE
 - △ SET NAIL & DISC 7360 (SET N & D 7360)
 - SET 1/2" IRON PIPE 7360 (SET 1/2" I.P. 7360)
 - FOUND 1/2" IRON PIPE (FD 1/2" I.P.)
 - FOUND 1/2" IRON REBAR (FD 1/2" I.R.)
 - △ FOUND NAIL (FD NAIL)
 - R/W RIGHT OF WAY
 - C CENTERLINE
 - P.G. PAGE
 - P.B. PLAT BOOK
 - SEC. SECTION
 - TWP. TOWNSHIP
 - RGE. RANGE
 - A RADIUS
 - Δ CURVE LENGTH
 - Δ DELTA
 - CB CHORD BEARING
 - CD CHORD DISTANCE
 - CD CALCULATED
 - (M) MEASURED
 - (P) PLAT
 - P.O.C POINT OF COMMENCEMENT
 - P.O.B POINT OF BEGINNING

LEGAL DESCRIPTION: PARCEL 840-A

THAT EASEMENT LYING SOUTHWESTERLY AND ADJOINING WITH THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE LYING SOUTHWESTERLY OF SR 836 AS PER F.D.O.T. RIGHT OF WAY MAP FOR SECTION 87200-2505, AND BEING A PART OF LOT 8, IN BLOCK 1 OF "ROBERTS & GRENTNER ADDITION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 10, AT PAGE 56, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND LYING IN THE NW 1/4 OF SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE POINT OF INTERSECTION OF SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF SR 836, WITH THE WEST LINE OF SAID LOT 8, IN BLOCK 1 OF "ROBERT & GRENTNER ADDITION", COINCIDENT WITH THE EASTERLY RIGHT OF WAY LINE OF NW 7TH AVENUE (SR 7JUS 441); WITH SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF SR 836; THENCE RUN S 85° 14' 06" E ALONG SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF SR 836, FOR A DISTANCE OF 48.19 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE HEREIN DESCRIBED EASEMENT; THENCE RUN S 01° 03' 00" E ALONG SAID EAST LINE OF THIS EASEMENT, FOR A DISTANCE OF 5.64 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY LINE OF THIS EASEMENT; THENCE RUN S 89° 52' 23" W ALONG SAID SOUTHERLY LINE OF THIS EASEMENT AND ACROSS SAID LOT 8, IN BLOCK 1 OF "ROBERT & GRENTNER ADDITION", FOR A DISTANCE OF 47.73 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 8, IN BLOCK 1 OF "ROBERTS & GRENTNER ADDITION", COINCIDENT WITH THE EASTERLY RIGHT OF WAY LINE OF NW 7 AVENUE; THENCE RUN N 01° 02' 30" W, ALONG LAST DESCRIBED LINE TO THE POINT OF INTERSECTION WITH SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF SR 836, FOR A DISTANCE OF 9.75 FEET POINT OF BEGINNING, CONTAINING AN AREA OF 368 SQUARE FEET, MORE OR LESS.

LEGAL DESCRIPTION: PARCEL 840-B

THAT EASEMENT LYING SOUTHWESTERLY AND ADJOINING TO THE EXISTING LIMITED ACCESS RIGHT-OF-WAY LINE LYING NORTHEASTERLY OF S.R. 836 AS PER F.D.O.T. RIGHT OF WAY MAP FOR SECTION 87200-2505; AND EXTENDING ACROSS LOTS 7, 8, 14 AND 15, AND THE 15.00 FOOT ALLEY, IN BLOCK 1 OF "ROBERTS & GRENTNER ADDITION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, AT PAGE 56, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; AND LYING IN THE NW 1/4 OF SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE INTERSECTION OF SAID LIMITED ACCESS RIGHT OF WAY LINE OF S. R. 836, WITH THE WEST LINE OF SAID LOT 8, IN BLOCK 1 OF "ROBERTS & GRENTNER ADDITION", COINCIDENT WITH THE EASTERLY RIGHT OF WAY LINE OF NW 7TH AVENUE (S. R. 7JUS 441); THENCE RUN S 85° 14' 06" E, ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE OF S. R. 836 FOR A DISTANCE 91.88 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE HEREIN DESCRIBED EASEMENT AND THE POINT OF BEGINNING; THENCE RUN S 85° 14' 06" E, CONTINUING ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE OF S. R. 836, FOR A DISTANCE OF 124.15 TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE HEREIN DESCRIBED EASEMENT, ALSO BEING THE EAST LINE OF SAID LOT 14 IN BLOCK 1 OF ROBERT & GRENTNER ADDITION, COINCIDENT WITH THE WESTERLY RIGHT OF WAY LINE OF NW 6TH COURT; THENCE RUN S 01° 03' 00" E, ALONG LAST DESCRIBED LINE, A LITTLE PORTION OF EAST LINE OF SAID LOT 15 FOR A DISTANCE OF 8.85 TO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF THIS EASEMENT ALSO BEING A CIRCULAR CURVE TO THE SOUTHWEST, THENCE RUN NORTHWESTERLY ALONG SAID CIRCULAR CURVE, AND ACROSS SAID LOTS 15 AND 14, 15 FOOT ALLEY AND 7 AND 8 OF ROBERT & GRENTNER ADDITION, HAVING A RADIUS OF 1037.25 FEET, THROUGH A CENTRAL ANGLE OF 50° 54' 50" E, SUBTENDING A 125.09 FOOT CHORD WHICH BEARS N 01° 05' 23" W, FOR AN ARC DISTANCE OF 125.17 FEET TO THE POINT OF INTERSECTION WITH ABOVE MENTIONED WEST LINE OF THE HEREIN DESCRIBED EASEMENT, FOR RUN S 03° 57' 02" E, ALONG SAID WEST LINE OF THIS EASEMENT, FOR A DISTANCE OF 3.83 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 628 SQUARE FEET, MORE OR LESS.

REVISIONS		MAPS PREPARED BY:		DRAWN BY:		SPE. SPECIFIC PURPOSE SURVEY		SHEET		
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION	NO.	PROJECT NAME:	NO.		
6-01-15	ADDED OWNER AND FOLIO NUMBER			05-11-2015	N.D.ZAMORA	1-01-1421 NW 7 AVENUE	PROJECT NAME: ST/TE ROAD 856 / DOLPHIN EXPRESSWAY	1 of 1		
1-13-16	REVISED PARCEL AND ADDRESS ONLY			05-12-2015	J.L.SANFIEL	P. RCBL No. 719 & 840A-B				
3-27-19	UPDATE LOCATION SKETCH									

13



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Location of Easement 843

Property Information	
Folio:	01-3136-031-6731
Property Address:	635 NW 14 ST Miami, FL 33136-0000
Owner	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	3,283 Sq.Ft
Year Built	0



Assessment Information			
Year	2018	2017	2016
Land Value	\$65,660	\$65,660	\$65,660
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$65,660	\$65,660	\$65,660
Assessed Value	\$13,457	\$12,234	\$11,122

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$52,203	\$53,426	\$54,538
County	Exemption	\$13,457	\$12,234	\$11,122

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
DALE MILLER TRACT PB 2-70
W25FT OF S65FT LOT 33 LESS
S10FT & THAT PT LOT 1 & E25FT LOT
34 LYG SWLY OF EXPWY BLK 24
/AKA PARCEL 3-3/

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$13,457	\$12,234	\$11,122
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$65,660	\$65,660	\$65,660
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$13,457	\$12,234	\$11,122
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$13,457	\$12,234	\$11,122
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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Version:

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OFFICE OF THE PROPERTY APPRAISER

Summary Report

Location of Easement 736

Property Information	
Folio:	01-3136-031-6731
Property Address:	635 NW 14 ST Miami, FL 33136-0000
Owner	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	3,283 Sq.Ft
Year Built	0



Assessment Information			
Year	2018	2017	2016
Land Value	\$65,660	\$65,660	\$65,660
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$65,660	\$65,660	\$65,660
Assessed Value	\$13,457	\$12,234	\$11,122

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$52,203	\$53,426	\$54,538
County	Exemption	\$13,457	\$12,234	\$11,122

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
DALE MILLER TRACT PB 2-70
W25FT OF S65FT LOT 33 LESS
S10FT & THAT PT LOT 1 & E25FT LOT
34 LYG SWLY OF EXPWY BLK 24
/AKA PARCEL 3-3/

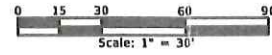
Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$13,457	\$12,234	\$11,122
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$65,660	\$65,660	\$65,660
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$13,457	\$12,234	\$11,122
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$13,457	\$12,234	\$11,122
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

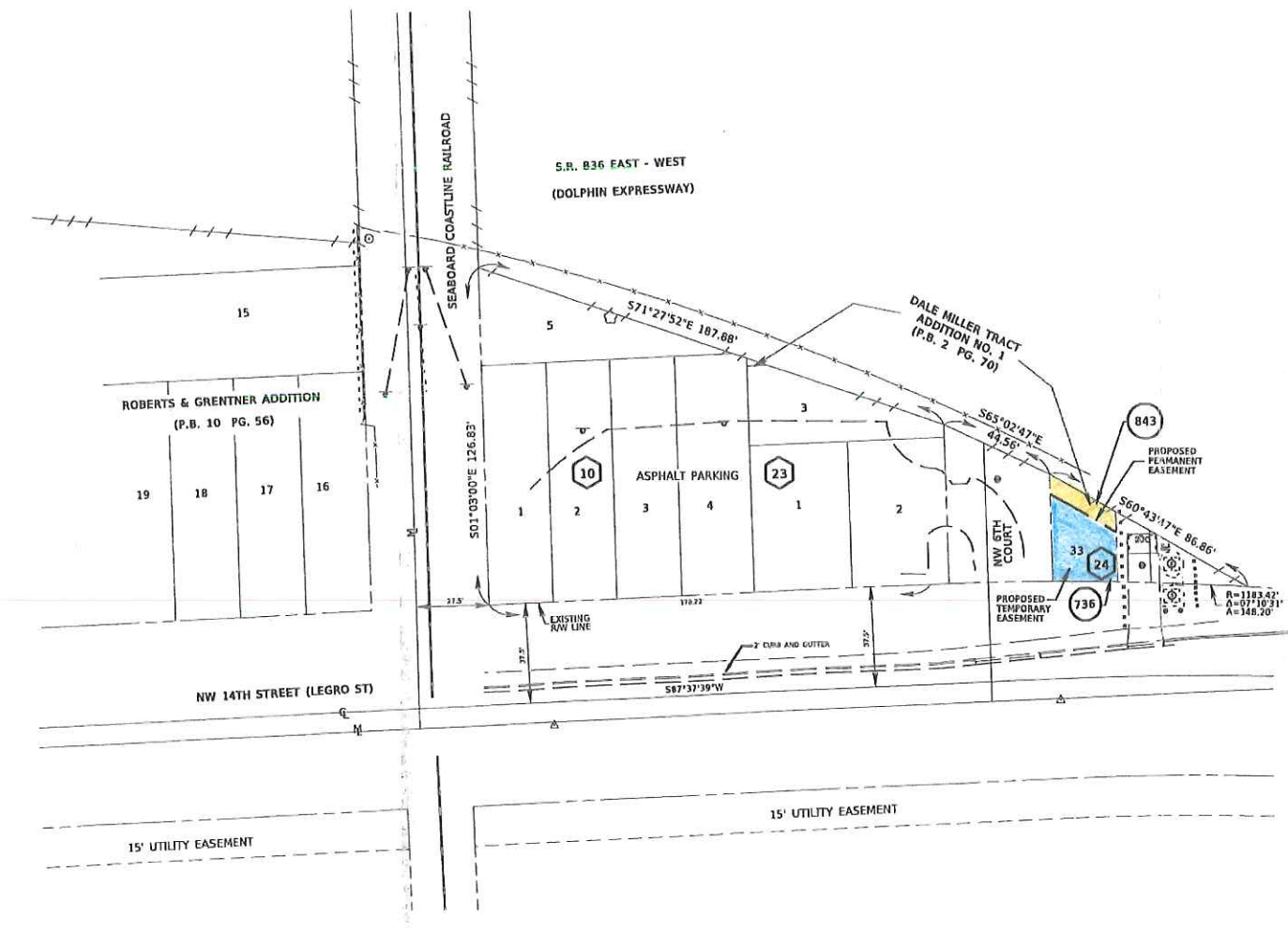
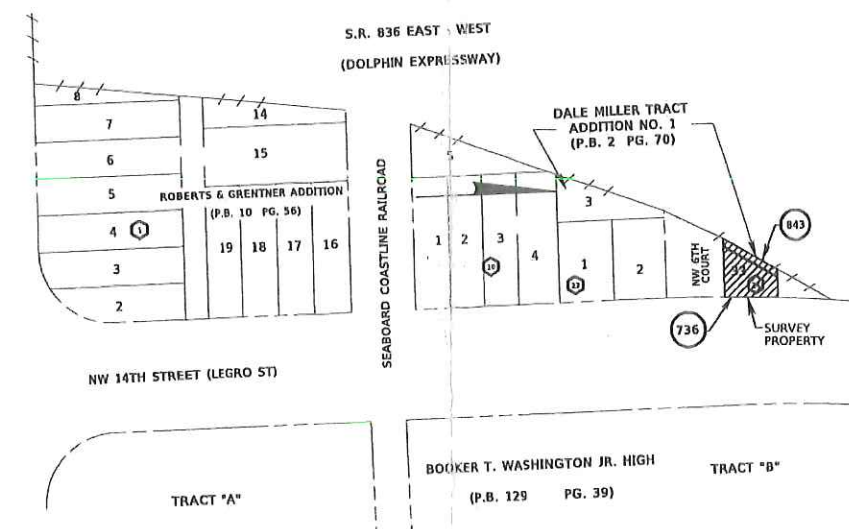
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Version:

SPECIFIC PURPOSE SURVEY



LOCATION SKETCH N.T.S.



OWNER: MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
FOLIO: 01-3136-031-6731

LEGAL DESCRIPTION: PARCEL 736

THAT EASEMENT BEING A PORTION OF THE WEST 25.00 FEET OF LOT 33, IN BLOCK 24 OF "DALE MILLER TRACT ADDITION NO. 1", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND LYING IN THE NW 1/4 OF SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT 33, IN BLOCK 24 OF "DALE MILLER TRACT ADDITION NO. 1", COINCIDENT WITH THE EAST RIGHT OF WAY LINE OF NW 6TH AVENUE, WITH THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF SR 836 RAMP LYING SOUTHWESTERLY OF SR 836 AS PER F.D.O.T. RIGHT OF WAY MAP SECTION 87200-000C; THENCE RUN S01°12'06"E, ALONG SAID EAST LINE OF THE WEST 25.00 FEET OF SAID LOT 33, FOR A DISTANCE OF 7.59 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE RUN S60°43'47"E, ALONG THE NORTHEASTERLY LINE OF THE HEREIN DESCRIBED EASEMENT, FOR A DISTANCE OF 29.01 FEET, TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 25.00 FEET OF SAID LOT 33, IN BLOCK 24 OF "DALE MILLER TRACT ADDITION NO. 1"; THENCE RUN S01°12'06"E, ALONG LAST DESCRIBED EAST LINE OF THE WEST 25.00 FEET OF SAID LOT 33, FOR A DISTANCE OF 18.68 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF NW 14TH STREET AS SHOWN IN SAID F.D.O.T. RIGHT OF WAY MAP 87200-000C, SAID POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY ALONG SAID CIRCULAR CURVE AND NORTHERLY RIGHT OF WAY LINE, HAVING A RADIUS OF 1,183.42 FEET, THROUGH A CENTRAL ANGLE OF 01°12'39", SUBTENDING A 25.01 FOOT CHORD WHICH BEARS N89°29'20"W, FOR AN ARC DISTANCE OF 25.02 FEET TO POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 33, IN BLOCK 24 OF "DALE MILLER TRACT ADDITION NO. 1"; THENCE RUN N01°12'06"W, ALONG LAST DESCRIBED WEST LINE OF SAID LOT 33, FOR A DISTANCE OF 32.64 FEET TO THE POINT OF INTERSECTION WITH NORTHEASTERLY LINE OF THE HEREIN DESCRIBED EASEMENT, AND THE POINT OF BEGINNING. CONTAINING AN AREA OF 610 SQUARE FEET, MORE OR LESS.

SURVEYOR NOTES:

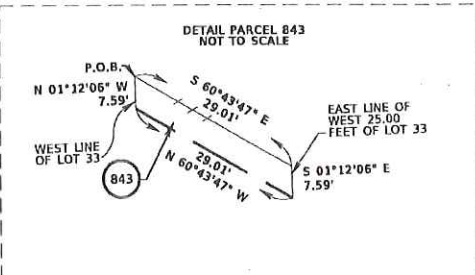
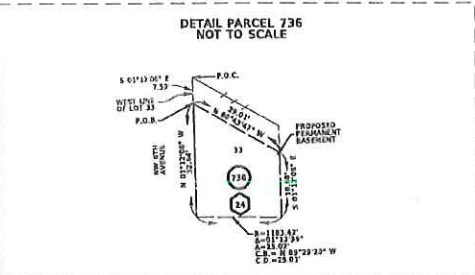
- THE LEGAL DESCRIPTION USED IN THE PREPARATION OF THIS SURVEY WAS FURNISHED BY THE CLIENT.
- BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES SYSTEM, FLORIDA EAST ZONE, TRAVERSE MERCATOR PROJECTION, NORTH AMERICAN DATUM (NAD83) 1983 ADJUSTMENT 2007 AND ARE BASED ON A PNC PROJECT 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 528164.0700, E 919472.9400) AND THEREFROM A BEARING OF N 87°38'10" E ALONG THE MONUMENT LINE NW 12TH STREET OF BETWEEN NW NORTH DRIVE DRIVE AND NW 13TH AVENUE.
- ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.
- THIS SPECIFIC PURPOSE SURVEY WAS PREPARED IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5I-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.
- PROPERTY BOUNDARIES DETERMINED FROM FIELD SURVEY AND PLATS OF RECORD.
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.
- UNLESS OTHERWISE NOTED, THIS SURVEY HAS NOT ATTEMPTED TO LOCATE ANY FOOTING AND/OR UNDERGROUND UTILITIES ON AND/OR ADJACENT TO THE PROPERTY.
- THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT THE STATED GRAPHIC SCALES IN ENGLISH UNITS OF MEASUREMENT AS DEPICTED ON THE SURVEY MAP. ATTENTION IS DIRECTED TO THE FACT THAT SAID SURVEY MAP MAY BE ALTERED IN SCALE BY REPRODUCTION AND MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
- THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON.
- THIS IS NOT A BOUNDARY SURVEY.
- LAST FIELD DATE, JUNE 1, 2015.
- I HEREBY CERTIFY THAT THIS SPECIFIC PURPOSE SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LAZARO E. FLEITAS
 PROFESSIONAL LAND SURVEYOR NO. 6518
 STATE OF FLORIDA

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

- LEGEND**
- | | | | |
|---|------------------------|---|-------------------------|
| H | DELINEATOR POST | + | GUY WIRE |
| W | WATER VALVE | □ | TELEPHONE BOX |
| □ | COLUMNS | ○ | HOLE |
| + | TRANSFORMER | + | TREE |
| ○ | MONUMENT | + | POLE TELEPHONE |
| ○ | SANITARY MISCELLANEOUS | + | DRAIN MISCELLANEOUS |
| □ | PULL BOX | + | LUMINARY |
| + | RAILROAD SWITCH | + | WATER VALVE COVER |
| ○ | RAILROAD UTILITIES | + | SIGN |
| + | FIRE HYDRANT | + | SANITARY MANHOLE |
| + | MONITORING WELL | + | MANHOLE COVER (UNKNOWN) |
| + | SANITARY STORM | + | DRAIN INLET |
| + | MANHOLE ELECTRIC | + | SANITARY |
| + | GUARD POST | + | ELEVATION |
| + | ELECTRIC METER | | |
| + | WATER METER | | |

- ABBREVIATIONS**
- | | | | |
|-----|--|--------|------------------------|
| --- | PROPOSED CONSTRUCTION EASEMENT | C.B.S. | CONCRETE BLOCK STUCCO |
| --- | LIMITED ACCESS R/W LINE | R/W | RIGHT OF WAY |
| --- | PROPOSED RIGHT OF WAY LINE | C | CENTERLINE |
| --- | CHAIN LINK FENCE | PG. | PAGE |
| --- | RIGHT OF WAY LINE | P.B. | PLAT BOOK |
| △ | SET NAIL & DISC 7360 (SET N & D 7360) | CD | SECTION CHORD DISTANCE |
| ○ | SET 1/2" IRON PIPE 7360 (SET 1/2" I.P. 7360) | CD | SECTION CHORD DISTANCE |
| ○ | FOUND 1/2" IRON PIPE (FD 1/2" I.P.) | (C) | CALCULATED |
| ○ | FOUND 1/2" IRON REBAR (FD 1/2" I.R.) | (M) | MEASURED |
| △ | FOUND NAIL (FD NAIL) | (P) | PLAT |
| | | P.O.C | POINT OF COMMENCEMENT |
| | | P.O.B | POINT OF BEGINNING |



LEGAL DESCRIPTION - PARCEL 843:
 THAT EASEMENT BEING A PORTION OF THE WEST 25.00 FEET OF LOT 33, IN BLOCK 24 OF "DALE MILLER TRACT ADDITION NO. 1", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, AT PAGE 70, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AND LYING IN THE NW 1/4 OF SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF SAID LOT 33, IN BLOCK 24 OF "DALE MILLER TRACT ADDITION NO. 1", COINCIDENT WITH THE EAST RIGHT OF WAY LINE OF NW 6TH AVENUE, WITH THE EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF SR 836 RAMP LYING SOUTHWESTERLY OF SR 836 AS PER F.D.O.T. RIGHT OF WAY MAP SECTION 87200-000C; THIS EASEMENT LYING SOUTHWESTERLY OF AND ADJOINING SAID EXISTING LIMITED ACCESS RIGHT OF WAY OF SR 836 RAMP; THENCE RUN S60°43'47"E, ALONG THE LAST DESCRIBED EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF SR 836, FOR A DISTANCE OF 29.01 FEET, TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 25.00 FEET OF SAID LOT 33, IN BLOCK 24 OF "DALE MILLER TRACT ADDITION NO. 1"; THENCE RUN S01°12'06"E, ALONG LAST DESCRIBED EAST LINE OF THE WEST 25.00 FEET OF SAID LOT 33, FOR A DISTANCE OF 7.59 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE HEREIN DESCRIBED EASEMENT, THENCE RUN N60°43'47"W, ALONG THE SOUTHWESTERLY LINE OF THE HEREIN DESCRIBED EASEMENT LYING SOUTHWESTERLY OF AND PARALLEL TO SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE LYING SOUTHWESTERLY OF SR 836 AS PER F.D.O.T. RIGHT OF WAY MAP SECTION 87200-000C, FOR A DISTANCE OF 29.01 FEET TO POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 33, IN BLOCK 24 OF "DALE MILLER TRACT ADDITION NO. 1" THENCE RUN N01°12'06"W, ALONG LAST DESCRIBED WEST LINE OF SAID LOT 33, FOR A DISTANCE OF 7.59 FEET TO THE POINT OF INTERSECTION WITH SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF SR 836 RAMP AND THE POINT OF BEGINNING. CONTAINING AN AREA OF 190 SQUARE FEET, MORE OR LESS.

REVISIONS		MAPS PREPARED BY:		DRAWN BY:		PROJECT NAME:		SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	
6-01-15	ADDED OWNER AND FOLIO NUMBER			05-26-2015		S.R. 836	MIAMI-DADE	1 of 1
8-21-15	ADDED ADDITIONAL TOPOGRAPHY							
1-31-16	ADDED PARCEL 736 AND REVISED PARCEL 843 ONLY							
1-31-16	ADDED PARCEL 736 AND REVISED PARCEL 843 ONLY							
4-04-19	736 LABEL FROM PERMANENT EASEMENT TO TEMPORARY EASEMENT							
		CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC CERTIFICATE OF AUTHORIZATION NO. EB-25976 / LB-7360 9594 NW 41 STREET, SUITE 201 MIAMI, FLORIDA 33178 (305)592-1070 / FAX: (305)592-1078 FRANK L. NUNEZ, JR., PSM P.S.M. LICENSE NO. 6382		N.D. ZAMORA 05-26-2015		MIAMI-DADE EXPRESSWAY AUTHORITY		SPECIFIC PURPOSE SURVEY 635 NW 14 STREET PARCEL No. 843 & 736
		CHECKED BY: J.L. SANFIEL 08-21-2015		ROAD NO.: S.R. 836 COUNTY: MIAMI-DADE PROJ. NO.: 83611		PROJECT NAME: STATE ROAD 836 / DOLPHIN EXPRESSWAY		

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OFFICE OF THE PROPERTY APPRAISER

Summary Report

Location of Easement 844

Property Information	
Folio:	01-3136-031-6731
Property Address:	635 NW 14 ST Miami, FL 33136-0000
Owner	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	3,283 Sq.Ft
Year Built	0



Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$13,457	\$12,234	\$11,122
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$65,660	\$65,660	\$65,660
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$13,457	\$12,234	\$11,122
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$13,457	\$12,234	\$11,122
Taxable Value	\$0	\$0	\$0

Assessment Information			
Year	2018	2017	2016
Land Value	\$65,660	\$65,660	\$65,660
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$65,660	\$65,660	\$65,660
Assessed Value	\$13,457	\$12,234	\$11,122

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$52,203	\$53,426	\$54,538
County	Exemption	\$13,457	\$12,234	\$11,122

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
DALE MILLER TRACT PB 2-70
W25FT OF S65FT LOT 33 LESS
S10FT & THAT PT LOT 1 & E25FT LOT
34 LYG SWLY OF EXPWY BLK 24
/AKA PARCEL 3-3/

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

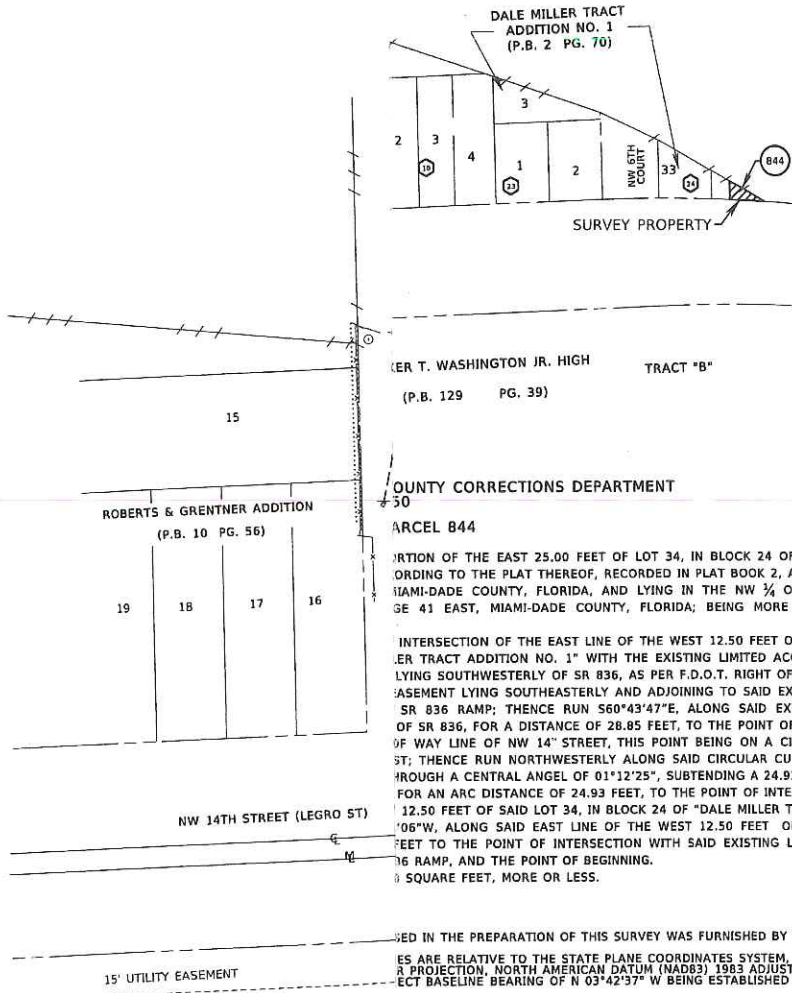
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Version:

17

CON SKETCH
N.T.S.

SEC. 36, TWP. 53 S, RGE. 41 E



PORTION OF THE EAST 25.00 FEET OF LOT 34, IN BLOCK 24 OF "DALE MILLER TRACT ADDITION NO. 1" WITH THE EXISTING LIMITED ACCESS RIGHT OF LYING SOUTHWESTERLY OF SR 836, AS PER F.D.O.T. RIGHT OF WAY MAP FOR ASSESSMENT LYING SOUTHEASTERLY AND ADJOINING TO SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF NW 14" STREET, THIS POINT BEING ON A CIRCULAR CURVE WITH A RADIUS OF 1103.42 FEET, SUBTENDING AN ANGLE OF 01°12'25"; THENCE RUN NORTHWESTERLY ALONG SAID CIRCULAR CURVE, HAVING A CHORD OF 24.93 FEET, TO THE POINT OF INTERSECTION WITH THE WEST 12.50 FEET OF SAID LOT 34, IN BLOCK 24 OF "DALE MILLER TRACT ADDITION NO. 1"; THENCE RUN WESTERLY ALONG SAID WEST LINE OF SAID LOT 34, A DISTANCE OF 12.83 FEET TO THE POINT OF INTERSECTION WITH SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF NW 14" STREET, AND THE POINT OF BEGINNING.

INTERSECTION OF THE EAST LINE OF THE WEST 12.50 FEET OF SAID LOT 34, WITH THE EXISTING LIMITED ACCESS RIGHT OF LYING SOUTHWESTERLY OF SR 836, AS PER F.D.O.T. RIGHT OF WAY MAP FOR ASSESSMENT LYING SOUTHEASTERLY AND ADJOINING TO SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF NW 14" STREET, THIS POINT BEING ON A CIRCULAR CURVE WITH A RADIUS OF 1103.42 FEET, SUBTENDING AN ANGLE OF 01°12'25"; THENCE RUN NORTHWESTERLY ALONG SAID CIRCULAR CURVE, HAVING A CHORD OF 24.93 FEET, TO THE POINT OF INTERSECTION WITH THE WEST 12.50 FEET OF SAID LOT 34, IN BLOCK 24 OF "DALE MILLER TRACT ADDITION NO. 1"; THENCE RUN WESTERLY ALONG SAID WEST LINE OF SAID LOT 34, A DISTANCE OF 12.83 FEET TO THE POINT OF INTERSECTION WITH SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF NW 14" STREET, AND THE POINT OF BEGINNING.

ALL INFORMATION USED IN THE PREPARATION OF THIS SURVEY WAS FURNISHED BY THE CLIENT. THE COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES SYSTEM, FLORIDA EAST-TANGENT PROJECTION, NORTH AMERICAN DATUM (NAD83) 1983 ADJUSTMENT 2007 AND THE MONUMENT LINE NW 12TH STREET OF SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, BEING ESTABLISHED BETWEEN THE INTERSECTION OF THE EAST LINE OF THE WEST 12.50 FEET OF SAID LOT 34, IN BLOCK 24 OF "DALE MILLER TRACT ADDITION NO. 1" WITH THE EXISTING LIMITED ACCESS RIGHT OF LYING SOUTHWESTERLY OF SR 836, AS PER F.D.O.T. RIGHT OF WAY MAP FOR ASSESSMENT LYING SOUTHEASTERLY AND ADJOINING TO SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF NW 14" STREET, THIS POINT BEING ON A CIRCULAR CURVE WITH A RADIUS OF 1103.42 FEET, SUBTENDING AN ANGLE OF 01°12'25"; THENCE RUN NORTHWESTERLY ALONG SAID CIRCULAR CURVE, HAVING A CHORD OF 24.93 FEET, TO THE POINT OF INTERSECTION WITH THE WEST 12.50 FEET OF SAID LOT 34, IN BLOCK 24 OF "DALE MILLER TRACT ADDITION NO. 1"; THENCE RUN WESTERLY ALONG SAID WEST LINE OF SAID LOT 34, A DISTANCE OF 12.83 FEET TO THE POINT OF INTERSECTION WITH SAID EXISTING LIMITED ACCESS RIGHT OF WAY LINE OF NW 14" STREET, AND THE POINT OF BEGINNING.

ALL MEASUREMENTS ARE CALCULATED UNLESS OTHERWISE NOTED.

THIS SURVEY WAS PREPARED IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS FOR SURVEYS IN THE STATE OF FLORIDA", PURSUANT TO RULE 51-17 OF THE FLORIDA ADMINISTRATIVE CODE, ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.

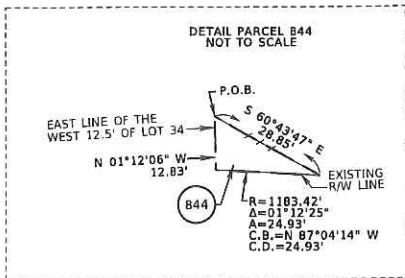
THE SURVEY IS TERMINATED FROM FIELD SURVEY AND PLATS OF RECORD. THERE ARE NO RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND ON ANY OTHER PLAT OF RECORD.

THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE. THIS SURVEY HAS NOT ATTEMPTED TO LOCATE ANY FOOTING AND/OR EASEMENTS AND/OR ADJACENT TO THE PROPERTY.

THIS SURVEY IS TO BE DISPLAYED AT THE STATED GRAPHIC SCALES IN ENGLISH UNITS OF FEET AND INCHES ON THE SURVEY MAP. ATTENTION IS DIRECTED TO THE FACT THAT SAID SURVEY MAP IS NOT TO BE REPRODUCED AND MUST BE CONSIDERED WHEN OBTAINING SCALED COPIES.

PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THIS SURVEY IS FOR THE PURPOSE OF A SPECIFIC PURPOSE SURVEY. DATE: 2015.

THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF.



FRANCISCO ZAMUNER, IV
PROFESSIONAL LAND SURVEYOR NO. 6382
STATE OF FLORIDA

WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

REVISIONS		DATE	DESCRIPTION	SHEET NO.
6-01-15	ADDED OWNER AND FOLIO NUMBER			1 of 1
8-21-15	ADDED ADDITIONAL TOPOGRAPHY			
1-12-16	PARCEL REVISED ONLY			

FOR THE PURPOSE OF A SPECIFIC PURPOSE SURVEY
DATE: 2015
PARCEL No. 844

FOR THE PURPOSE OF A SPECIFIC PURPOSE SURVEY
DATE: 2015
PARCEL No. 844

WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER.

18

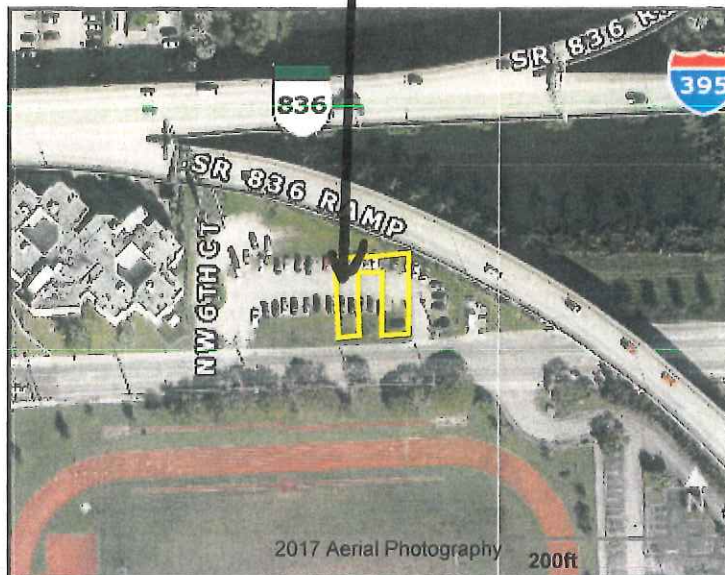


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Location of Easement 729

Property Information	
Folio:	01-3136-031-6250
Property Address:	665 NW 14 ST Miami, FL 33136-2422
Owner	MIAMI-DADE COUNTY CORRECTIONS DEPT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	4,622 Sq.Ft
Year Built	0



Assessment Information			
Year	2018	2017	2016
Land Value	\$92,440	\$92,440	\$92,440
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$92,440	\$92,440	\$92,440
Assessed Value	\$18,946	\$17,224	\$15,659

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$73,494	\$75,216	\$76,781
County	Exemption	\$18,946	\$17,224	\$15,659

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
DALE MILLER TRACT PB 2-70
LOTS 1 & 2 LESS E12.5FT OF
S65FT LOT 1 & LESS W12.5FT OF
S65FT LOT 2 LESS S10FT BLK 23
/AKA PARCEL 4-6/

Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$18,946	\$17,224	\$15,659
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$92,440	\$92,440	\$92,440
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$18,946	\$17,224	\$15,659
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$18,946	\$17,224	\$15,659
Taxable Value	\$0	\$0	\$0

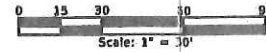
Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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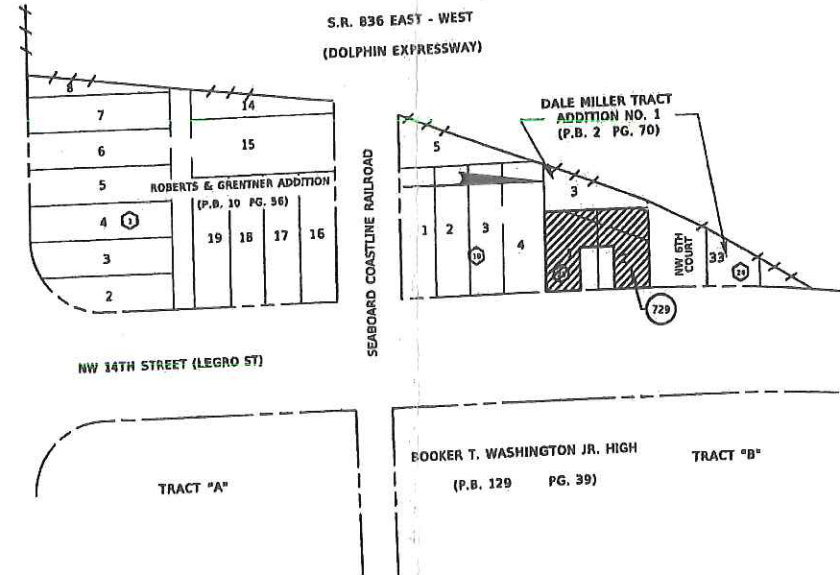
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19

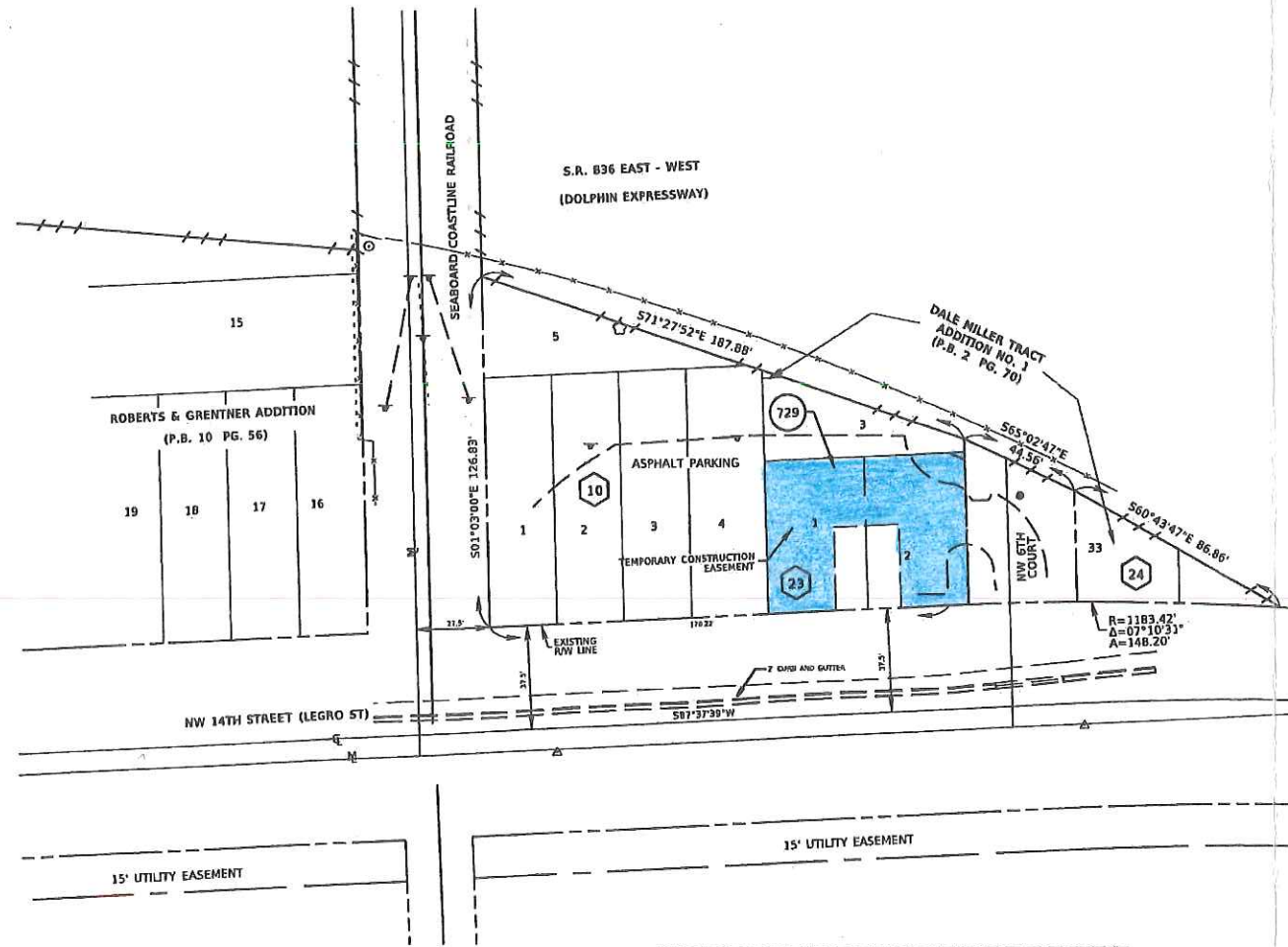
SPECIFIC PURPOSE SURVEY



LOCATION SKETCH N.T.S.

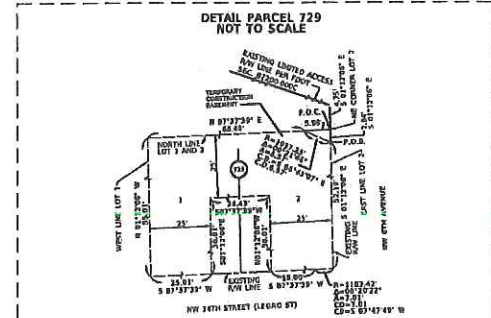


SEC. 36, TWP. 53 S., RGE. 41 E



- ### LEGEND
- ▬ DELINEATOR POST
 - ⊕ WATER VALVE
 - ⊞ COLUMNS
 - ⊕ TRANSFORMER
 - ⊙ MONUMENT
 - ⊕ SANITARY MISCELLANEOUS
 - ⊞ PULL BOX
 - ⊕ RAILROAD SWITCH
 - ⊕ RAILROAD UTILITIES
 - ⊕ FIRE HYDRANT
 - ⊕ MONITORING WELL
 - ⊕ SANITARY STORM
 - ⊕ MANHOLE ELECTRIC
 - GUY WIRE
 - ⊕ TELEPHONE BOX
 - ⊕ HOLE
 - ⊕ TREE
 - ⊕ POLE TELEPHONE
 - ⊕ DRAIN MISCELLANEOUS
 - ⊕ LUMINARY
 - ⊕ WATER VALVE COVER
 - ⊕ SIGN
 - ⊕ SANITARY MANHOLE
 - ⊕ MANHOLE COVER (UNKNOWN)
 - ⊕ DRAIN INLET
 - ⊕ ELEVATION

- ### ABBREVIATIONS
- | | | | |
|-----|--|--------|-----------------------|
| --- | PROPOSED CONSTRUCTION EASEMENT | C.B.S. | CONCRETE BLOCK STUCCO |
| --- | LIMITED ACCESS R/W LINE | R/W | RIGHT OF WAY |
| --- | PROPOSED RIGHT OF WAY LINE | C | CENTERLINE |
| --- | CHAIN LINK FENCE | P | PROPERTY LINE |
| --- | RIGHT OF WAY LINE | P.B. | PLAT BOOK |
| --- | SET NAIL & DISC 7360 (SET N & D 7360) | SEC. | SECTION |
| --- | SET 1/2" IRON PIPE 7360 (SET 1/2" I.P. 7360) | TWP. | TOWNSHIP |
| --- | FOUND 1/2" IRON PIPE (FD 1/2" I.P.) | RGE. | RANGE |
| --- | FOUND 1/2" IRON REBAR (FD 1/2" I.R.) | R | RADIUS |
| --- | FOUND NAIL (FD NAIL) | A | CURVE LENGTH |
| --- | | Δ | DELTA |
| --- | | CB | CHORD BEARING |
| --- | | CD | CHORD DISTANCE |
| --- | | (C) | CALCULATED |
| --- | | (M) | MEASURED |
| --- | | (P) | PLAT |
| --- | | P.O.C | POINT OF COMMENCEMENT |
| --- | | P.O.B | POINT OF BEGINNING |



LEGAL DESCRIPTION: PARCEL 729

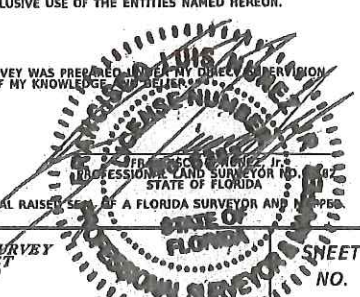
THAT EASEMENT BEING A PORTION OF LOTS 1 AND 2, IN BLOCK 23, OF "DALE MILLER TRACT ADDITION NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE NW 1/4 OF SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 2, IN BLOCK 23 OF "DALE MILLER TRACT ADDITION NO. 1", SAID CORNER BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF NW 6TH AVENUE, AND BEING 4.75 FEET SOUTH, AS MEASURED ALONG SAID RIGHT-OF-WAY LINE, FROM THE EXISTING LIMITED ACCESS RIGHT-OF-WAY LINE LYING SOUTHWESTERLY OF SR 836 AS PER F.D.O.T. RIGHT OF WAY MAP FOR SECTION 87200.0000; THENCE RUN S01°12'06"E, ALONG THE EAST LINE OF SAID LOT 2, COINCIDENT WITH THE WESTERLY RIGHT OF WAY LINE OF NW 6TH AVENUE, FOR A DISTANCE OF 2.84 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED EASEMENT; THENCE CONTINUE S01°12'06"E, ALONG THE EAST LINE OF SAID LOT 2, COINCIDENT WITH THE WESTERLY RIGHT OF WAY LINE OF NW 6TH AVENUE, FOR A DISTANCE OF 52.19 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF NW 14TH STREET AS SHOWN IN SAID F.D.O.T. RIGHT OF WAY MAP 87260.0000, SAID POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY ALONG SAID CIRCULAR CURVE AND NORTHERLY RIGHT OF WAY LINE, HAVING A RADIUS OF 1,183.42 FEET, THROUGH A CENTRAL ANGLE OF 00°20'20", SUBTENDING A 7.01 FOOT CHORD WHICH BEARS S87°47'49"W, FOR AN ARC DISTANCE OF 7.01 FEET TO THE POINT OF TANGENCY ON SAID RIGHT OF WAY LINE OF NW 14TH STREET; THENCE RUN S87°37'39"W, ALONG SAID RIGHT OF WAY LINE, AND ACROSS PART OF SAID LOT 2, FOR A DISTANCE OF 18.00 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 25.00 FEET OF SAID LOT 2; THENCE RUN N01°12'06"W, ALONG THE LAST DESCRIBED EASEMENT LINE, FOR A DISTANCE OF 30.01 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 25.00 FEET SAID LOTS 1 AND 2 IN BLOCK 23; THENCE RUN S87°37'39"W, ALONG THE LAST DESCRIBED EASEMENT LINE, FOR A DISTANCE OF 24.43 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 25.00 FEET OF SAID LOT 1 IN BLOCK 23; THENCE RUN S01°12'06"E, ALONG THE LAST DESCRIBED EASEMENT LINE, FOR A DISTANCE OF 30.01 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF NW 14TH STREET AS SHOWN IN SAID F.D.O.T. RIGHT OF WAY MAP 87200.0000; THENCE RUN S87°37'39"W, ALONG SAID RIGHT OF WAY LINE, AND ACROSS PART OF SAID LOT 1, FOR A DISTANCE OF 25.01 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF SAID LOT 1 IN BLOCK 23 IN PLAT BOOK 2, AT PAGE 70; THENCE RUN N01°12'06"W, ALONG THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 55.01 FEET TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT 1 IN BLOCK 23; THENCE RUN N87°37'39"E, ALONG THE NORTH LINE OF SAID LOTS 1 AND 2, FOR A DISTANCE OF 68.46 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, THENCE RUN SOUTHEASTERLY, ALONG SAID CIRCULAR CURVE, HAVING A RADIUS OF 1,037.25 FEET THROUGH A CENTRAL ANGLE OF 00°21'46", SUBTENDING A 6.57 FOOT CHORD, WHICH BEARS S66°45'47"E, FOR AN ARC DISTANCE OF 6.57 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3,353 SQUARE FEET, MORE OR LESS.

OWNER: MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
FOLIO: 01-3136-031-6250

SURVEYOR NOTES:

- THE LEGAL DESCRIPTION USED IN THE PREPARATION OF THIS SURVEY WAS FURNISHED BY THE CLIENT.
 - 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°38'19" E ALONG THE MONUMENT LINE NW 12TH STREET OF BETWEEN NW NORTH DRIVE DRIVE AND NW 13TH AVENUE.
 - ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.
 - THIS SPECIFIC PURPOSE SURVEY WAS PREPARED IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 81-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.
 - PROPERTY BOUNDARIES DETERMINED FROM FIELD SURVEY AND PLATS OF RECORD.
 - THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 - THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.
 - UNLESS OTHERWISE NOTED, THIS SURVEY HAS NOT ATTEMPTED TO LOCATE ANY FOOTING AND/OR UNDERGROUND UTILITIES ON AND/OR ADJACENT TO THE PROPERTY.
 - THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT THE STATED GRAPHIC SCALES IN ENGLISH UNITS OF MEASUREMENT AS DEPICTED ON THE SURVEY MAP. ATTENTION IS DIRECTED TO THE FACT THAT SAID SURVEY MAP MAY BE ALTERED IN SCALE BY REPRODUCTION AND MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
 - THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON.
 - THIS IS NOT A BOUNDARY SURVEY.
 - LAST FIELD DATE, JUNE 1, 2015.
- I HEREBY CERTIFY THAT THIS SPECIFIC PURPOSE SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPED

REVISIONS		MAPS PREPARED BY:		DRAWN BY:			PROJECT NAME:	
DATE	DESCRIPTION	DATE	DESCRIPTION	NAME	ROAD NO.	COUNTY	PROJ. NO.	STATE ROAD 836 / DOLPHIN EXPRESSWAY
6-01-15	ADDED OWNER AND FOLIO NUMBER			N.D.ZAMORA	S.R. 836	MIAMI-DADE	83611	STATE ROAD 836 / DOLPHIN EXPRESSWAY
1-12-16	PARCEL 729 REVISED ONLY			CHECKED BY: J.L.SANFJEL				
2-16-16	REVISED TO SHOW PARCEL 725			05-26-2015				
2-16-17	REVISED OWNERSHIP TO MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT			05-26-2015				

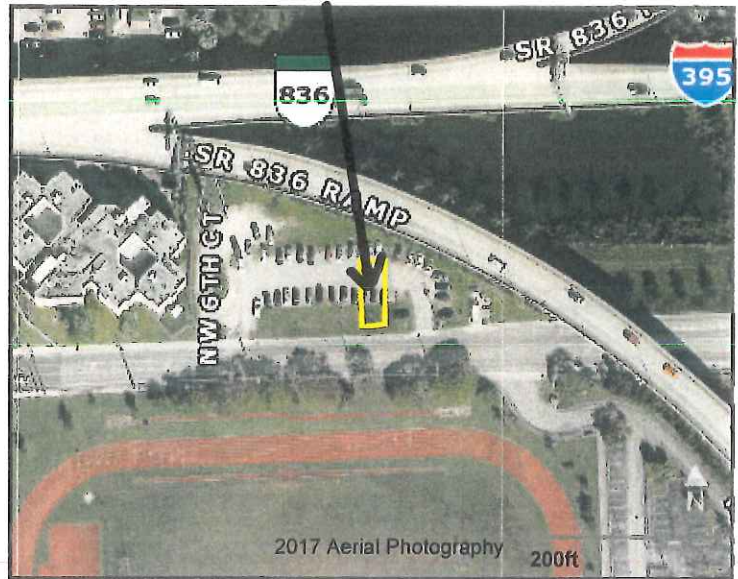


OFFICE OF THE PROPERTY APPRAISER

Summary Report

Location of Easement 735

Property Information	
Folio:	01-3136-031-6270
Property Address:	655 NW 14 ST Miami, FL 33136-2422
Owner	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
Mailing Address	2525 NW 62 ST MIAMI, FL 33147-7704
PA Primary Zone	8000 COMMUNITY FACILITIES
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	1,375 Sq.Ft
Year Built	0



Assessment Information			
Year	2018	2017	2016
Land Value	\$27,503	\$27,503	\$27,503
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$27,503	\$27,503	\$27,503
Assessed Value	\$5,635	\$5,123	\$4,658

Benefits Information				
Benefit	Type	2018	2017	2016
Non-Homestead Cap	Assessment Reduction	\$21,868	\$22,380	\$22,845
County	Exemption	\$5,635	\$5,123	\$4,658

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
DALE MILLER TRACT PB 2-70 E12.5FT OF S65FT LOT 1 & W 12.5FT OF S65FT LOT 2 LESS S10FT BLK 23 /AKA PARCEL 4-7 LOT SIZE 1375 SQUARE FEET

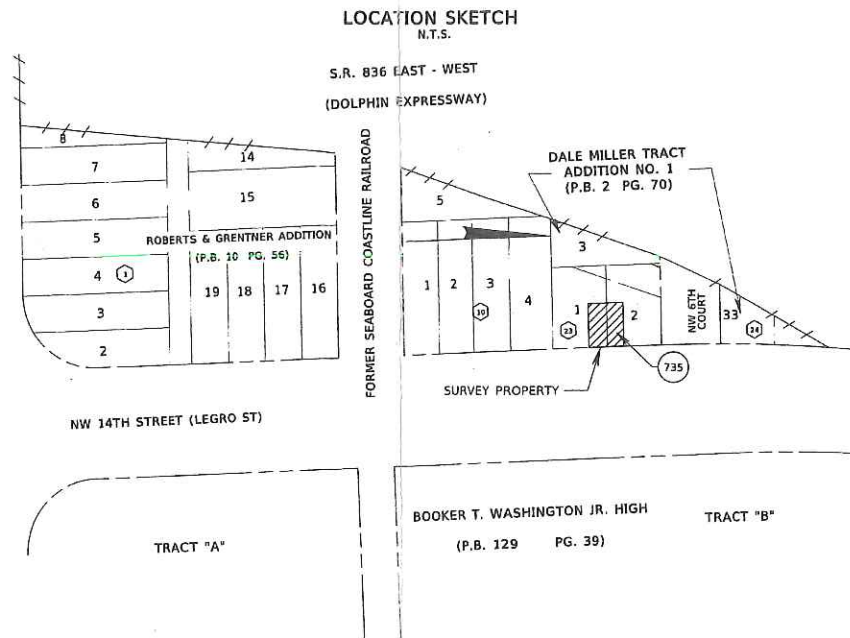
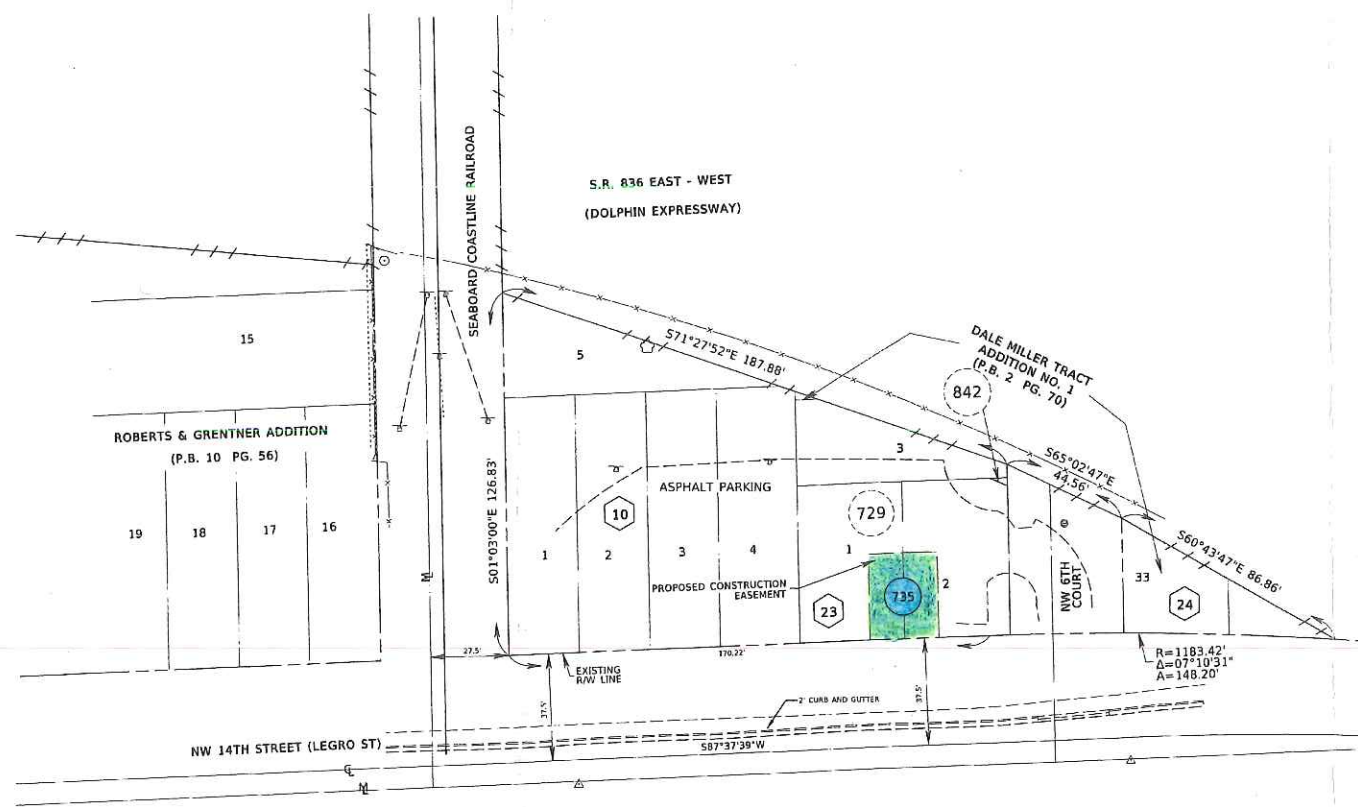
Taxable Value Information			
	2018	2017	2016
County			
Exemption Value	\$5,635	\$5,123	\$4,658
Taxable Value	\$0	\$0	\$0
School Board			
Exemption Value	\$27,503	\$27,503	\$27,503
Taxable Value	\$0	\$0	\$0
City			
Exemption Value	\$5,635	\$5,123	\$4,658
Taxable Value	\$0	\$0	\$0
Regional			
Exemption Value	\$5,635	\$5,123	\$4,658
Taxable Value	\$0	\$0	\$0

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description

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Version:

SPECIFIC PURPOSE SURVEY



OWNER: MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT
 FOLIO: 01-3136-031-6270

LEGAL DESCRIPTION - PARCEL 735:
 THAT EASEMENT BEING A PORTION OF LOTS 1 AND 2, IN BLOCK 23, OF "DALE MILLER TRACT ADDITION NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 70 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING IN THE NW 1/4 OF SECTION 36, TOWNSHIP 53 SOUTH, RANGE 41 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1, IN BLOCK 23 OF "DALE MILLER TRACT ADDITION NO. 1" THENCE RUN S01°12'06"E, ALONG THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 55.01 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF NW 14 STREET AS SHOWN IN SAID F.D.O.T. RIGHT OF WAY MAP 87200-000C; THENCE RUN N87°37'39"E, ALONG SAID RIGHT OF WAY LINE OF NW 14 STREET, AND ACROSS PART OF SAID LOT 1, FOR A DISTANCE OF 25.01 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE WEST 25.00 FEET OF SAID LOT 1 AND THE POINT OF BEGINNING OF THE HEREMATTER DESCRIBED EASEMENT; THENCE RUN N01°12'06"W, ALONG THE LAST INTERSECTED EASEMENT LINE, FOR A DISTANCE OF 30.01 FEET TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 25.00 FEET OF SAID LOTS 1 AND 2 IN BLOCK 23; THENCE RUN N87°37'39"E, ALONG THE LAST INTERSECTED EASEMENT LINE, FOR A DISTANCE OF 24.43 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE EAST 25.00 FEET OF SAID LOT 2 IN BLOCK 23; THENCE RUN S01°12'06"E, ALONG THE LAST INTERSECTED EASEMENT LINE, FOR A DISTANCE OF 30.01 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF NW 14 STREET AS SHOWN IN SAID F.D.O.T. RIGHT OF WAY MAP 87200-000C; THENCE RUN S87°37'39"W, ALONG SAID RIGHT OF WAY LINE, AND ACROSS PART OF SAID LOTS 2 AND 1, FOR A DISTANCE OF 24.43 FEET TO THE POINT OF BEGINNING.
 CONTAINING AN AREA OF 733 SQUARE FEET, MORE OR LESS.

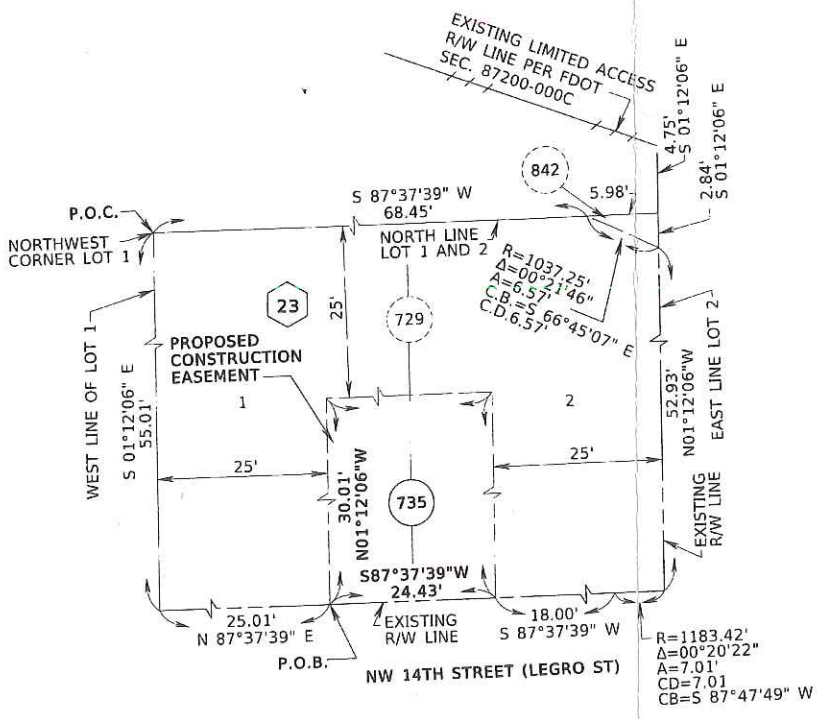
- SURVEYOR NOTES:**
- THE LEGAL DESCRIPTION USED IN THE PREPARATION OF THIS SURVEY WAS FURNISHED BY THE CLIENT.
 - BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES SYSTEM, FLORIDA EAST ZONE, TRAVERS MERCATOR PROJECTION, NORTH AMERICAN DATUM (NAD83) 1983 ADJUSTMENT 2007 AND ARE BASED 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 531664.0790, E 919472.3400) AND THEREFROM A BEARING OF N 87°38'19" E ALONG THE MONUMENT LINE NW 12TH STREET OF BETWEEN NW NORTH DRIVE DRIVE AND NW 13TH AVENUE.
 - ALL BEARINGS AND DISTANCES ARE CALCULATED UNLESS OTHERWISE NOTED.
 - THIS SPECIFIC PURPOSE SURVEY WAS PREPARED IN ACCORDANCE WITH THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", PURSUANT TO RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE AND ITS IMPLEMENTING LAW, CHAPTER 472.027 OF THE FLORIDA STATUTES.
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 - THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
 - THE RECORD DESCRIPTION OF THE SUBJECT PROPERTY FORMS A MATHEMATICALLY CLOSED FIGURE.
 - UNLESS OTHERWISE NOTED, THIS SURVEY HAS NOT ATTEMPTED TO LOCATE ANY FOOTING AND/OR UNDERGROUND UTILITIES ON AND/OR ADJACENT TO THE PROPERTY.
 - THIS SURVEY MAP IS INTENDED TO BE DISPLAYED AT THE STATED GRAPHIC SCALES IN ENGLISH UNITS OF MEASUREMENT AS DEPICTED ON THE SURVEY MAP. ATTENTION IS DIRECTED TO THE FACT THAT SAID SURVEY MAP MAY BE ALTERED IN SCALE BY REPRODUCTION AND MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
 - THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON.
 - THIS IS NOT A BOUNDARY SURVEY.
 - LAST FIELD DATE, JUNE 1, 2015.
- I HEREBY CERTIFY THAT THIS SPECIFIC PURPOSE SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

FRANCISCO L. NUNEZ
 PROFESSIONAL LAND SURVEYOR NO. 6382
 STATE OF FLORIDA

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

- LEGEND**
- | | | | |
|---|------------------------|---|-------------------------|
| □ | DELINEATOR POST | — | GUY WIRE |
| ⊕ | WATER VALVE | — | TELEPHONE BOX |
| ⊖ | COLUMNS | — | HOLE |
| ⊗ | TRANSFORMER | — | TREE |
| ⊙ | MONUMENT | — | POLE TELEPHONE |
| ⊚ | SANITARY MISCELLANEOUS | — | DRAIN MISCELLANEOUS |
| ⊛ | PULL BOX | — | LUMINARY |
| ⊜ | RAILROAD SWITCH | — | WATER VALVE COVER |
| ⊝ | RAILROAD UTILITIES | — | SIGN |
| ⊞ | FIRE HYDRANT | — | SANITARY MANHOLE |
| ⊟ | MONITORING WELL | — | MANHOLE COVER (UNKNOWN) |
| ⊠ | SANITARY STORM | — | DRAIN INLET |
| ⊡ | MANHOLE ELECTRIC | — | ELEVATION |

- ABBREVIATIONS**
- | | | | |
|-----|--|--------|-----------------------|
| — | PROPOSED CONSTRUCTION EASEMENT | C.B.S. | CONCRETE BLOCK STUCCO |
| --- | LIMITED ACCESS R/W LINE | R/W | RIGHT OF WAY |
| --- | PROPOSED RIGHT OF WAY LINE | C | CENTERLINE |
| --- | CHAIN LINK FENCE | P.G. | PAGE |
| --- | RIGHT OF WAY LINE | P.B. | PLAT BOOK |
| Δ | SET NAIL & DISC 7360 (SET N & D 7360) | SEC. | SECTION |
| ⊙ | SET 1/2" IRON PIPE 7360 (SET 1/2" I.P. 7360) | TWP. | TOWNSHIP |
| ● | FOUND 1/2" IRON PIPE (FD 1/2" I.P.) | RGE. | RANGE |
| ○ | FOUND 1/2" IRON REBAR (FD 1/2" I.R.) | R | RADIUS |
| ⊖ | FOUND NAIL (FD NAIL) | A | CURVE LENGTH |
| | | Δ | DELTA |
| | | CB | CHORD BEARING |
| | | CD | CHORD DISTANCE |
| | | (C) | CALCULATED |
| | | (M) | MEASURED |
| | | (P) | PLAT |
| | | P.O.C. | POINT OF COMMENCEMENT |
| | | P.O.B. | POINT OF BEGINNING |



REVISIONS		MAPS PREPARED BY:		DRAWN BY:		MIAMI-DADE EXPRESSWAY AUTHORITY		SPECIFIC PURPOSE SURVEY		SHEET
DATE	DESCRIPTION	DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	PROJ. NO.	PROJECT NAME:	NO.
6-01-15	ADDED OWNER AND FOLIO NUMBER		CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC	05-26-2015	N.D.ZAMORA	S.R. 836	MIAMI-DADE	83611	STATE ROAD 836 / DOLPHIN EXPRESSWAY	1 of 1
1-12-16	PARCEL 729 REVISED ONLY		CERTIFICATE OF AUTHORIZATION NO. EB-25976 / LB-7360		J.L.SANFIEL					
2-16-16	REVISED TO SHOW PARCEL 735		9594 NW 41 STREET, SUITE 201							
			MIAMI, FLORIDA 33178							
			(305)592-1070 / FAX: (305)592-1078							
			FRANK L. NUNEZ, JR., PSM							
			P.S.M. LICENSE NO. 6382							

ce

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

Folio No. a portion of
#01-3136-035-0040/Parcel 840A

**PERPETUAL EASEMENT
(Public Purpose)**

THIS EASEMENT, made this ____ day of _____, 20__, by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, and its successors in interest, party of the first part or Grantor, whose Post Office address is 111 N.W. 1st Street, Suite 17-202 Miami, Florida 33128, c/o Miami-Dade County Corrections Department, and the MIAMI-DADE EXPRESSWAY AUTHORITY, its successors and assigns (collectively referred to as "Grantee"), party of the second part, whose Post Office address is 3790 N.W. 21 Street Miami, Florida 33142.

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" or the "Property") 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 Property shall revert to the Grantor, its successors and assigns, and the Grantor shall have

the right to immediately possess same.

In the event that Grantee fails to comply with its obligations under the Lease Agreement recorded in the public records in Official Records Book ____, Page ____, or with the obligations set forth in the Interlocal Agreement recorded in Official Records Book ____, Page ____, all as determined in Grantor's sole discretion, then Grantor shall provide written notice of such failure to comply to Grantee. In the event that Grantee does not comply or cure the defect within fifteen business days of such written notice, or such other timeframe as is reasonably required to effect such cure as agreed to by the parties, then Grantor may terminate this easement, and title to the Property shall revert to Grantor, and Grantor shall have the right to immediately possess same. In such event, at Grantor's election, Grantee shall forthwith 1) restore the Property to its condition prior to conveyance to Grantor, or 2) reimburse Grantor for the cost of such restoration within 30 days of invoicing or pursuant to a timeframe mutually agreed upon by the parties.

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 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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the Miami-Dade Expressway Authority signing by and through its Executive Director, and Miami-Dade County signing by and through the Mayor or by the County Mayor's designee, each duly authorized to execute same.

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved

Javier Rodriguez, P.E., Executive Director

Approved as to form and legal sufficiency

Carlos Zaldivar, General Counsel

Approved by MDX Operations Committee
Approved by MDX Board

(Official Seal)

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____
Deputy Clerk

By: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

County Attorney

The foregoing was authorized and approved by Resolution No. _____ of the Board of County
Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2019.

LEGAL DESCRIPTION - PARCEL 840-A:

That easement lying Southwesterly and adjoining with the Existing Limited Access Right of Way Line lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; and being a part of Lot 8, in Block 1 of "ROBERTS & GRENTNER ADDITION", according to the plat thereof, recorded in Plat Book 10, at Page 56, of the Public Records of Miami-Dade County, Florida; and lying in the NW 1/4 of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

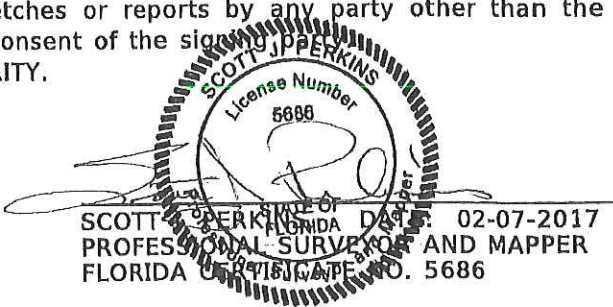
BEGINNING at the point of intersection of said Existing Limited Access Right of Way Line of SR 836, with the West line of said Lot 8, in Block 1 of "ROBERTS & GRENTNER ADDITION", coincident with the Easterly Right of Way Line of NW 7th Avenue (SR 7/US 441), with said Existing Limited Access Right of Way Line of SR 836; thence run S85°14'06"E along said Existing Limited Access Right of Way Line of SR 836, for a distance of 48.19 feet to the point of intersection with the East line of the herein described easement; thence run S01°11'29"W along said East line of this easement, for a distance of 5.64 feet to the point of intersection with the Southerly line of this easement; thence run S89°52'23"W along said Southerly line of this easement and across said Lot 8, in Block 1 of "ROBERTS & GRENTNER ADDITION", for a distance of 47.73 feet to the point of intersection with the West line of said Lot 8, in Block 1 of "ROBERTS & GRENTNER ADDITION", coincident with the Easterly Right of Way Line of NW 7th Avenue; thence run N01°02'30"W, along last described line to the point of intersection with said Existing Limited Access Right of Way Line of SR 836, for a distance of 9.75 feet to the POINT OF BEGINNING.

Containing an area of 368 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 S 87°52'14" E along the Monument Line of NW 14th STREET between NW 9th AVENUE and NW 10th 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: May 15th, 2015.

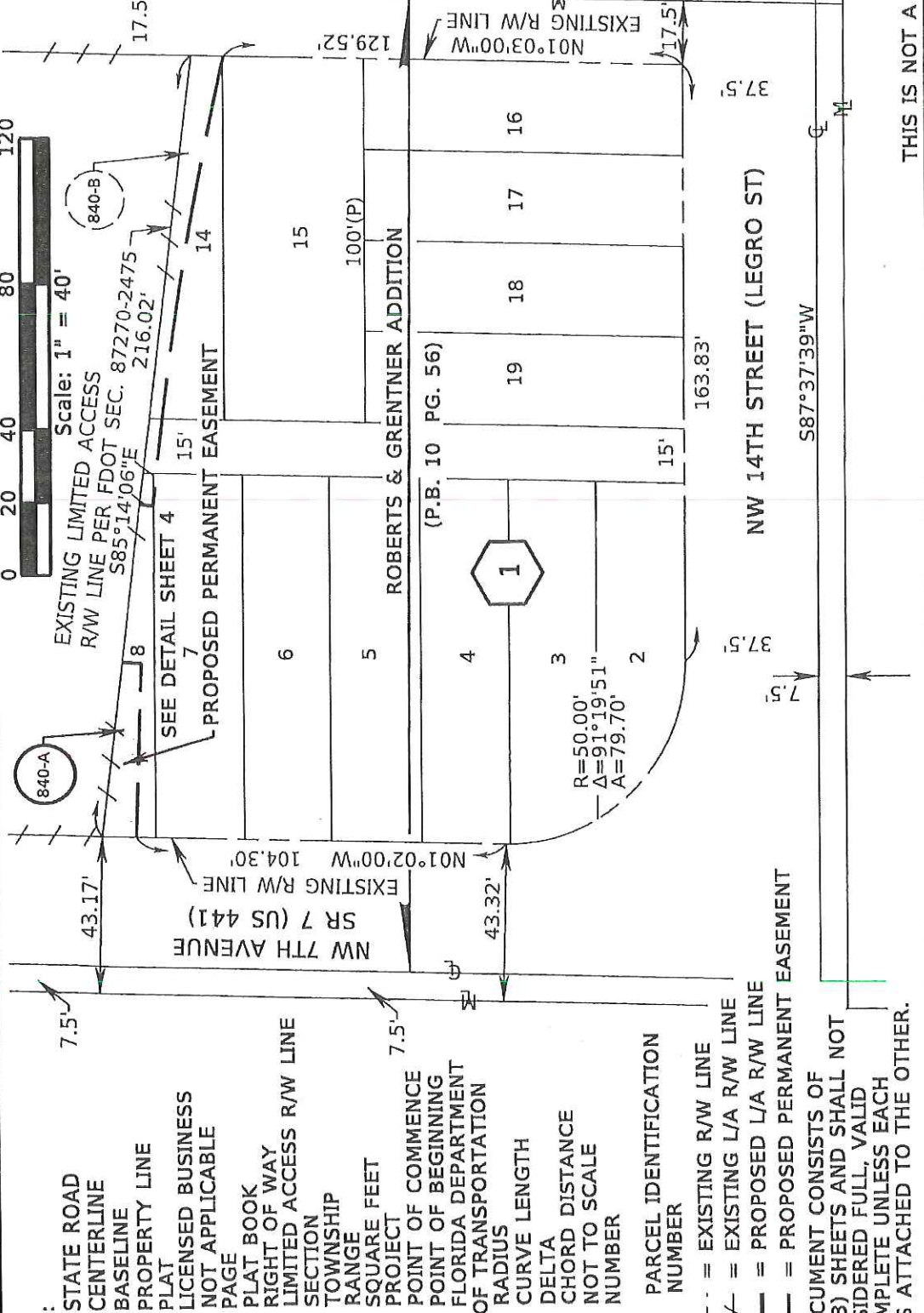
THIS DOCUMENT CONSISTS OF THREE (3) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.



THIS IS NOT A SURVEY

			MIAMI-DADE EXPRESSWAY AUTHORITY			
			LEGAL DESCRIPTION-PARCEL 840-A			
			STATE ROAD NO. 836		MIAMI-DADE COUNTY	
CORRECT PLAT NAME TYPO	J. ZAMORA	02-07-2017	BY	DATE	PREPARED BY: CUI PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 2394 HWY. 414, STREET, SUITE 201, DORAL, FL 33178 TEL: 305-592-1070 / FAX: 305-592-1079 LB 7360	DATA SOURCE: SEE GENERAL NOTES
STATEMENT # CHANGED	J. ZAMORA	06-15-2015	DRAWN	T.MOREJON	05-15-2015	Proj. NO. 83611 SECTION 87200 SHEET 1 OF 3
REVISION	BY	DATE	CHECKED	A.TOIRAC	05-15-2015	

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
840-A	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT	368 SF	31,063 SF	



MIAMI-DADE EXPRESSWAY AUTHORITY	STATE ROAD NO. 836	MIAMI-DADE COUNTY
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	REVISION	DATE
	BY	DATE
STATEMENT # CHANGED	J. ZAMORA	06-15-2015
DRAWN	T. MOREJON	05-15-2015
CHECKED	A. TOIRAC	05-15-2015
PROJ. NO. 83611	SECTION 87200	SHEET 2 OF 3
PREPARED BY: CHAMP & ASSOCIATES CONSULTING ENGINEERS, INC. 10660 SW 10th St, Suite 101, Doral, FL 33126 TEL: 305-592-1070 FAX: 305-592-0788 LB 7980 DATA SOURCE: SEE GENERAL NOTES		
Z:\NDA\83611\51-RIGHT-WAY MAP - (CHANGE CONSTRUCTION EASEMENT)\NDA\PARCELS\840-A\NRF5840-A.dgn 1:59:37 PM 2/7/2017		

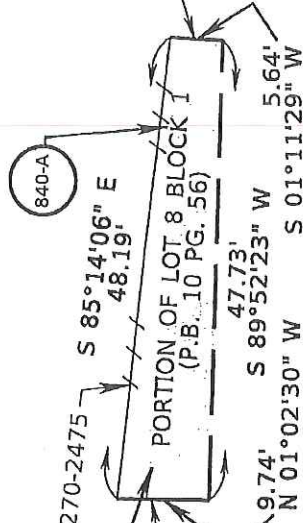
THIS IS NOT A SURVEY

SEC. 36, TWP. 53S, RGE. 41E

THIS LINE OF EAST EASEMENT

EXISTING LIMITED ACCESS R/W LINE PER FDOT SEC. 87270-2475

PROPOSED PERMANENT EASEMENT



EASTERLY R/W LINE OF NW 7th AVENUE S.R. 7 (US 441) & WEST OF LOT 8 BLOCK 1 (P.B. 10 PG. 56)

DETAIL PARCEL 840-A N.T.S.

840-A = PARCEL IDENTIFICATION NUMBER

--- = EXISTING L/A R/W LINE
 - - - - - = PROPOSED L/A R/W LINE
 - - - - - = PROPOSED PERMANENT EASEMENT

THIS DOCUMENT CONSISTS OF THREE (3) 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	DATE	PREPARED BY:	DATA SOURCE:
STATEMENT # CHANGED	J. ZAMORA	T. MOREJON	05-15-2015	CH. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC.	SEE GENERAL NOTES
REVISION	BY	CHECKED	DATE	TEL: 305-592-1070 / FAX: 305-592-0783	
		A. TOIRAC	05-15-2015	Proj. NO. 83611	SECTION 87200
					SHEET 3 OF 3

Z:\MIX\85611\51\RIGHT-WAY MAP - (CHANGE CONSTRUCTION EASEMENT)\N\MAP\PARCELS\VS 840-A\NW\2840-A.dgn

1:55:54 PM

2/7/2017

jzamora

ATTACHMENT 2B

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

Folio No. a portion of
#01-3136-035-0040/Parcel 840B

**PERPETUAL EASEMENT
(Public Purpose)**

THIS EASEMENT, made this ___ day of _____, 20__, by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, and its successors in interest, party of the first part or Grantor, whose Post Office address is 111 N.W. 1st Street, Suite 17-202 Miami, Florida 33128, c/o Miami-Dade County Corrections Department, and the MIAMI-DADE EXPRESSWAY AUTHORITY, its successors and assigns (collectively referred to as "Grantee"), party of the second part, whose address is 3790 N.W. 21 Street Miami, Florida 33142.

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" or the "Property") 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 Property shall revert to the Grantor, its successors and assigns, and the Grantor shall have the right to immediately possess same.

In the event that Grantee fails to comply with its obligations under the Lease Agreement recorded in the public records in Official Records Book ____, Page ____, or with the obligations set forth in the Interlocal Agreement recorded in Official Records Book ____, Page ____, all as determined in Grantor's sole discretion, then Grantor shall provide written notice of such failure to comply to Grantee. In the event that Grantee does not comply or cure the defect within fifteen business days of such written notice, or such other timeframe as is reasonably required to effect such cure as agreed to by the parties, then Grantor may terminate this easement, and title to the Property shall revert to Grantor, and Grantor shall have the right to immediately possess same. In such event, at Grantor's election, Grantee shall forthwith 1) restore the Property to its condition prior to conveyance to Grantor, or 2) reimburse Grantor for the cost of such restoration within 30 days of invoicing or pursuant to a timeframe mutually agreed upon by the parties.

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 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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the Miami-Dade Expressway Authority signing by and through its Executive Director, and Miami-Dade County signing by and through the Mayor or by the County Mayor's designee, each duly authorized to execute same.

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved

Javier Rodriguez, P.E., Executive Director

Approved as to form and legal sufficiency

Carlos Zaldivar, General Counsel

Approved by MDX Operations Committee
Approved by MDX Board

(Official Seal)

ATTEST:

**HARVEY RUVIN,
CLERK OF SAID BOARD**

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

By: _____
Deputy Clerk

By: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

County Attorney

The foregoing was authorized and approved by Resolution No. _____ of the Board of County
Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2019.

LEGAL DESCRIPTION - PARCEL 840-B:

That easement lying Southwesterly and adjoining to the Existing Limited Access Right-of-Way Line lying Northeasterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-2505; and extending across Lots 7, 8, 14 and 15, and the 15.00 foot Alley, in Block 1 of "ROBERTS & GRENTNER ADDITION", according to the Plat thereof, as recorded in Plat Book 10, at Page 56, of the Public Records of Miami-Dade County, Florida; and lying in the NW 1/4 of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Intersection of said Limited Access Right of Way Line of S. R. 836, with the West line of said Lot 8, in Block 1 of "ROBERTS & GRENTNER ADDITION", coincident with the Easterly Right of Way Line of NW 7th avenue (S. R.7/US 441); thence run S85°14'06"E, along said Limited Access Right of Way Line of S.R. 836 for a distance 91.88 feet to the point of intersection with the West line of the herein described easement and the POINT OF BEGINNING, thence run S85°14'06"E, continuing along said Limited Access Right of Way Line of S.R. 836, for a distance of 124.15 feet to the point of intersection with the East line of the herein described easement, also being the East line of said Lot 14 in Block 1 of "ROBERTS & GRENTNER ADDITION", coincident with the westerly Right of Way Line of NW 6th court, thence run S01°03'00"E, along last described line, a little portion of East line of said Lot 15 for a distance of 8.85 feet to the intersection of the southwesterly line of this easement also being a circular curve concave to the southwest, thence run northwesterly along said circular curve, and across said Lots 15 and 14, 15 foot alley and 7 and 8 of "ROBERTS & GRENTNER ADDITION", having a radius of 1037.25 feet, through a central angle of 06°54'50", subtending a 125.09 foot chord which bears N82°57'08"W, for an arc distance of 125.17 feet to the point of intersection with above mentioned west line of the herein described easement, thence run S03°57'02"E, along said West line of this easement, for a distance of 3.83 feet to the POINT OF BEGINNING.

Containing an area of 628 square feet, more or less.

THIS DOCUMENT CONSISTS OF FOUR (4) 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 840-B			
				STATE ROAD NO. 836		MIAMI-DADE COUNTY	
CORRECT PLAT NAME TYPO	J. ZAMORA	02-07-2017	BY	DATE	PREPARED BY: CH. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 8594 HWY 41st STREET, SUITE 201, DORAL FL 33178 TEL: 305-592-1070 / FAX: 305-592-1078 LB 7366	DATA SOURCE: SEE GENERAL NOTES	
REV. LEGAL	N. ZAMORA	08-17-2015	DRAWN	T. MOREJON	05-15-2015		
REVISION	BY	DATE	CHECKED	A. TOIRAC	05-15-2015	Proj. NO. 83611	SECTION 87200 SHEET 1 OF 4

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 S 87°52'14" E along the Monument Line of NW 14th STREET between NW 9th AVENUE and NW 10th 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: May 15th, 2015.

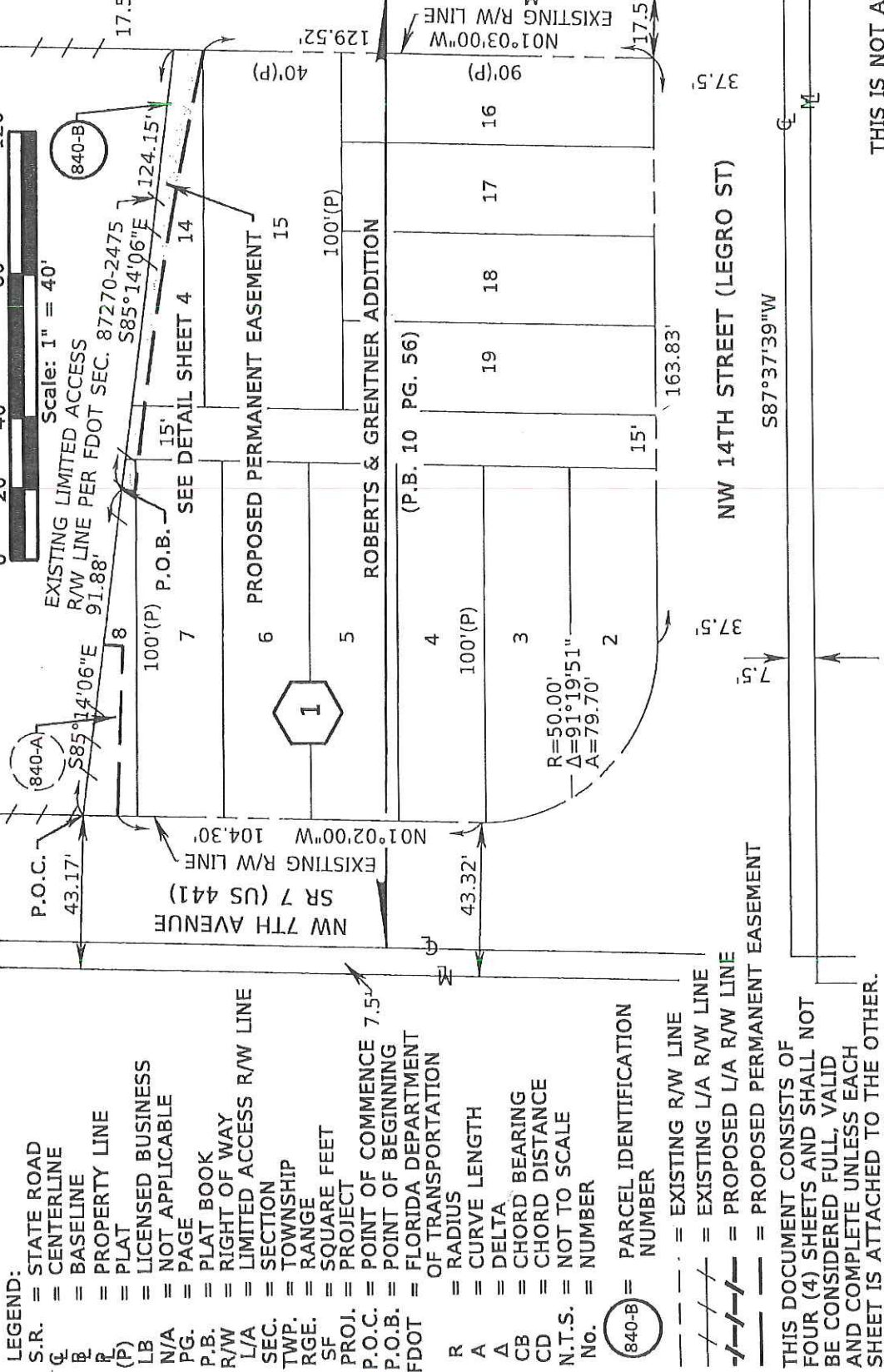
SCOTT J. PERKINS DATE: 02-07-2017
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5686

THIS DOCUMENT CONSISTS OF FOUR (4) 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 840-B													
			STATE ROAD NO. 836	MIAMI-DADE COUNTY												
			<table border="1"> <tr> <td>BY</td> <td>DATE</td> <td>PREPARED BY: CUI PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 8594 NW 41st STREET, SUITE 201, DORAL, FL 33178 TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360</td> <td>DATA SOURCE: SEE GENERAL NOTES</td> </tr> <tr> <td>DRAWN</td> <td>T.MOREJON</td> <td>05-15-2015</td> <td></td> </tr> <tr> <td>CHECKED</td> <td>A.TOIRAC</td> <td>05-15-2015</td> <td></td> </tr> </table>	BY	DATE	PREPARED BY: CUI PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 8594 NW 41st STREET, SUITE 201, DORAL, FL 33178 TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360	DATA SOURCE: SEE GENERAL NOTES	DRAWN	T.MOREJON	05-15-2015		CHECKED	A.TOIRAC	05-15-2015		
BY	DATE	PREPARED BY: CUI PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 8594 NW 41st STREET, SUITE 201, DORAL, FL 33178 TEL: 305-592-1070 / FAX: 305-592-1078 LB 7360	DATA SOURCE: SEE GENERAL NOTES													
DRAWN	T.MOREJON	05-15-2015														
CHECKED	A.TOIRAC	05-15-2015														
REVISION	BY	DATE	Proj. NO. 83611	SECTION 87200 SHEET 2 OF 4												

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
840-B	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT	628 SF	30,803 SF	

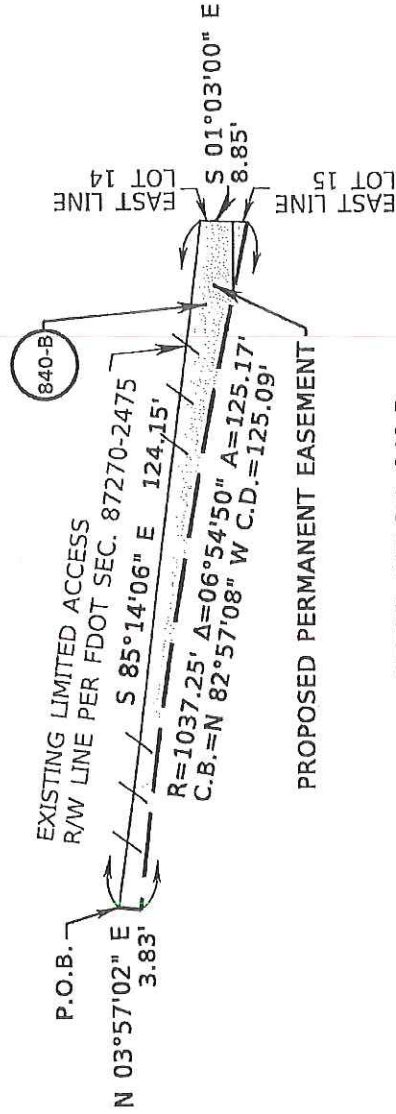


MIAMI-DADE EXPRESSWAY AUTHORITY	STATE ROAD NO. 836	MIAMI-DADE COUNTY
SKETCH TO ACCOMPANY LEGAL DESCRIPTION	ADDED MATCH	PREPARED BY: CA PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. TEL: 305-593-0071 FAX: 305-593-0078 LB 7180
	ADDED CHORD BEARING	DATE: 08-17-2015
	REVISION	BY: N. ZAMORA
		DATE: 08-17-2015
	CHECKED: A. TOIRAC	SECTION 87200
		SHEET 3 OF 4

THIS IS NOT A SURVEY

Z:\MDD\83611\151\RIGHT-WAY MAP - (CHANGE CONSTRUCTION EASEMENT)\RMAP\PARCELS\840-B\WP\840-B.dgn

SEC. 36, TWP. 53S, RGE. 41E



PROPOSED PERMANENT EASEMENT

DETAIL PARCEL 840-B
N.T.S.

- (840-B) = PARCEL IDENTIFICATION NUMBER
- = EXISTING L/A R/W LINE
- = PROPOSED L/A R/W LINE
- = PROPOSED PERMANENT EASEMENT

THIS DOCUMENT CONSISTS OF FOUR (4) 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		PREPARED BY: CH. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 5350 N.W. 45th STREET, SUITE 200, BOCA RATON, FL 33433 TEL: 305-988-1017 / FAX: 305-988-8700	DATE: 05-15-2015	DATA SOURCE: SEE GENERAL NOTES	
REVISION:		DRAWN: T. MOREJON	DATE: 05-15-2015	SECTION: 87200	SHEET: 4 OF 4
BY: N. ZAMORA		CHECKED: A. TOIRAC	DATE: 05-15-2015	Proj. NO. 83611	
ADDED HATCH		06-17-2015		Z:\MDO\83611\51\RIGHT-WAY MAP - (CHANGE CONSTRUCTION EASEMENT)\R\MAP\PARCELS\SYS 840-B\RWPS840-B.dgn	
ADDED CHORD BEARING		06-17-2015			
BY: N. ZAMORA		06-17-2015			
REVISION:		DATE: 2/7/2017			
		2025:52 PM			

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

Folio No. a portion of
#01-3136-035-0460/Parcel 841

**PERPETUAL EASEMENT
(Public Purpose)**

THIS EASEMENT, made this ____ day of _____, 20__, by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, and its successors in interest, party of the first part or Grantor, whose Post Office address is 111 N.W. 1st Street, Suite 17-202 Miami, Florida 33128, c/o Miami-Dade County Corrections Department, and the MIAMI-DADE EXPRESSWAY AUTHORITY, its successors and assigns (collectively referred to as “Grantee”), party of the second part, whose Post Office address is 3790 N.W. 21 Street Miami, Florida 33142.

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” or the “Property”) 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 Property shall revert to the Grantor, its successors and assigns, and the Grantor shall have

the right to immediately possess same.

In the event that Grantee fails to comply with its obligations under the Lease Agreement recorded in the public records in Official Records Book ____, Page ____, or with the obligations set forth in the Interlocal Agreement recorded in Official Records Book ____, Page ____, all as determined in Grantor's sole discretion, then Grantor shall provide written notice of such failure to comply to Grantee. In the event that Grantee does not comply or cure the defect within fifteen business days of such written notice, or such other timeframe as is reasonably required to effect such cure as agreed to by the parties, then Grantor may terminate this easement, and title to the Property shall revert to Grantor, and Grantor shall have the right to immediately possess same. In such event, at Grantor's election, Grantee shall forthwith 1) restore the Property to its condition prior to conveyance to Grantor, or 2) reimburse Grantor for the cost of such restoration within 30 days of invoicing or pursuant to a timeframe mutually agreed upon by the parties.

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 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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the Miami-Dade Expressway Authority signing by and through its Executive Director, and Miami-Dade County signing by and through the Mayor or by the County Mayor's designee, each duly authorized to execute same.

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved

Javier Rodriguez, P.E., Executive Director

Approved as to form and legal sufficiency

Carlos Zaldivar, General Counsel

Approved by MDX Operations Committee
Approved by MDX Board

(Official Seal)

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____
Deputy Clerk

By: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

County Attorney

The foregoing was authorized and approved by Resolution No. _____ of the Board of County
Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2019.

LEGAL DESCRIPTION - PARCEL 841:

That easement being a portion of Lots 4 and 5, in Block 10 of "ROBERTS AND GRENTNER ADDITION", according to the plat thereof, recorded in Plat Book 10, at Page 56, and also being a portion of Lots 3 & 4 in Block 23, of "DALE MILLER TRACT ADDITION N^o. 1", according to the Plat thereof, as recorded in Plat Book 2, at Page 70, both of the Public Records of Miami-Dade County, Florida, all lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

BEGINNING at the point of Intersection of the West line of said Lot 5, in Block 10 of "ROBERTS AND GRENTNER ADDITION", coincident with the Easterly Right of Way Line of NW 6th COURT, with the Existing Limited Access Right of Way Line lying Southwesterly of S.R. 836 as per F.D.O.T. Right of Way Map for Section 87200-000C; thence run S71°27'52"E, along said Existing Limited Access Right of Way Line of SR 836, for a distance 187.88 feet, to the point of Intersection with the East line of said Lot 3 in Block 33 (Plat Book 2 at Page 70) coincident with the Westerly Right of Way Line of NW 6th AVENUE; thence run S01°12'06"E, along the last described line, for a distance of 4.75 feet to the southeast corner of said Lot 3 in Block 23 (Plat Book 2 at Page 70; thence run S87°37'39"W, along the South line of said Lot 3 and along the Southwesterly line of the herein described easement, for a distance of 5.98 feet to the point of Intersection with a circular curve, concave to the Southwest; thence run northwesterly along said circular curve, continuing along said Southwesterly easement line and across said Lot 3, Block 23 in P.B. 2 PG. 70, and across Lots 4 and 5, Block 10 in P.B. 10 PG. 56, having a radius of 1037.25 feet, through a central angle of 10°00'44", subtending a 181.02 foot chord, which bears N71°56'22"W for an arc distance of 181.26 feet to the point of intersection with the West line of said Lot 5, in Block 10, coincident with the Easterly Right of Way Line of NW 6 COURT; thence run N01°03'00"W along the last described Lot line and Right of Way Line, for a distance of 8.60 feet to the POINT OF BEGINNING.

Containing an area of 892 square feet, more or less.

THIS DOCUMENT CONSISTS OF FOUR (4) 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 841			
			STATE ROAD NO. 836		MIAMI-DADE COUNTY	
ARC ADJUSTED	J. ZAMORA	09-03-2015		BY	DATE	PREPARED BY: CH. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 1044 NW 43 rd STREET, SUITE 201, MIAMI, FL 33178 TEL: 305-582-3070 / FAX: 305-442-3780
PARCEL REDUCED	J. ZAMORA	08-12-2015				DATA SOURCE: SEE GENERAL NOTES
LEGAL REVISED	J. ZAMORA	06-24-2015	DRAWN	T. MOREJON	05-15-2015	
REVISION	BY	DATE	CHECKED	A. TOIRAC	05-15-2015	Proj. NO. B3611 SECTION 87200 SHEET 1 OF 4

JZamora

07/29/2015

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2:\ADR\08011.15\RIGHT-WAY MAP - (CHANGED CONSTRUCTION EASEMENT)\R\W\AP\PARCELS\PS B3611RMP841.dwg

42

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 S 87°52'14" E along the Monument Line of NW 14th STREET between NW 9th AVENUE and NW 10th 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: May 15th, 2015.

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.


 JOSE L. SANFIL, DATE: 09-21-2015
 PROFESSIONAL LAND SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5636

THIS IS NOT A SURVEY

			MIAMI-DADE EXPRESSWAY AUTHORITY		
			LEGAL DESCRIPTION-PARCEL 841		
			STATE ROAD NO. 836		MIAMI-DADE COUNTY
			BY	DATE	PREPARED BY: <small>OL PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 1000 SW 41st STREET SUITE 201, MIAMI, FL 33135 TEL: 305-425-3070 / FAX: 305-292-1170 (1750)</small>
			DRAWN	T.MOREJON	05-15-2015
			CHECKED	A.TORAC	05-15-2015
REVISION	BY	DATE	Proj. NO. 83611		SECTION 87200
					SHEET 2 OF 4

10/2/2015

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Z:\NDX\83611\19\RIGHT-WAY MAP - ICHARGE CONSTRUCTION EASEMENT\RRMAP\PARCELS\PS 841\RRPS811.dwg

43

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
841	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT	892 SF	16,294 SF	



LEGEND:

- (A) = CITY OF MIAMI ATLAS
- Q = CENTERLINE
- R = BASELINE
- P = PROPERTY LINE
- (P) = PLAT
- LB = LICENSED BUSINESS
- N/A = NOT APPLICABLE
- PG. = PAGE
- P.B. = PLAT BOOK
- R/W = RIGHT OF WAY
- L/A = LIMITED ACCESS R/W LINE
- SEC. = SECTION
- TWP. = TOWNSHIP
- RGE. = RANGE
- S.R. = STATE ROAD
- SF. = SQUARE FEET
- PROJ. = PROJECT
- P.O.C. = POINT OF COMMENCE
- P.O.B. = POINT OF BEGINNING
- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- R = RADIUS
- A = CURVE LENGTH
- Δ = DELTA
- CD = CHORD DISTANCE
- CB = CHORD BEARING
- N.T.S. = NOT TO SCALE
- No. = NUMBER
- 841 = PARCEL IDENTIFICATION NUMBER
- = EXISTING L/A R/W LINE
- - - = PROPOSED PERMANENT EASEMENT

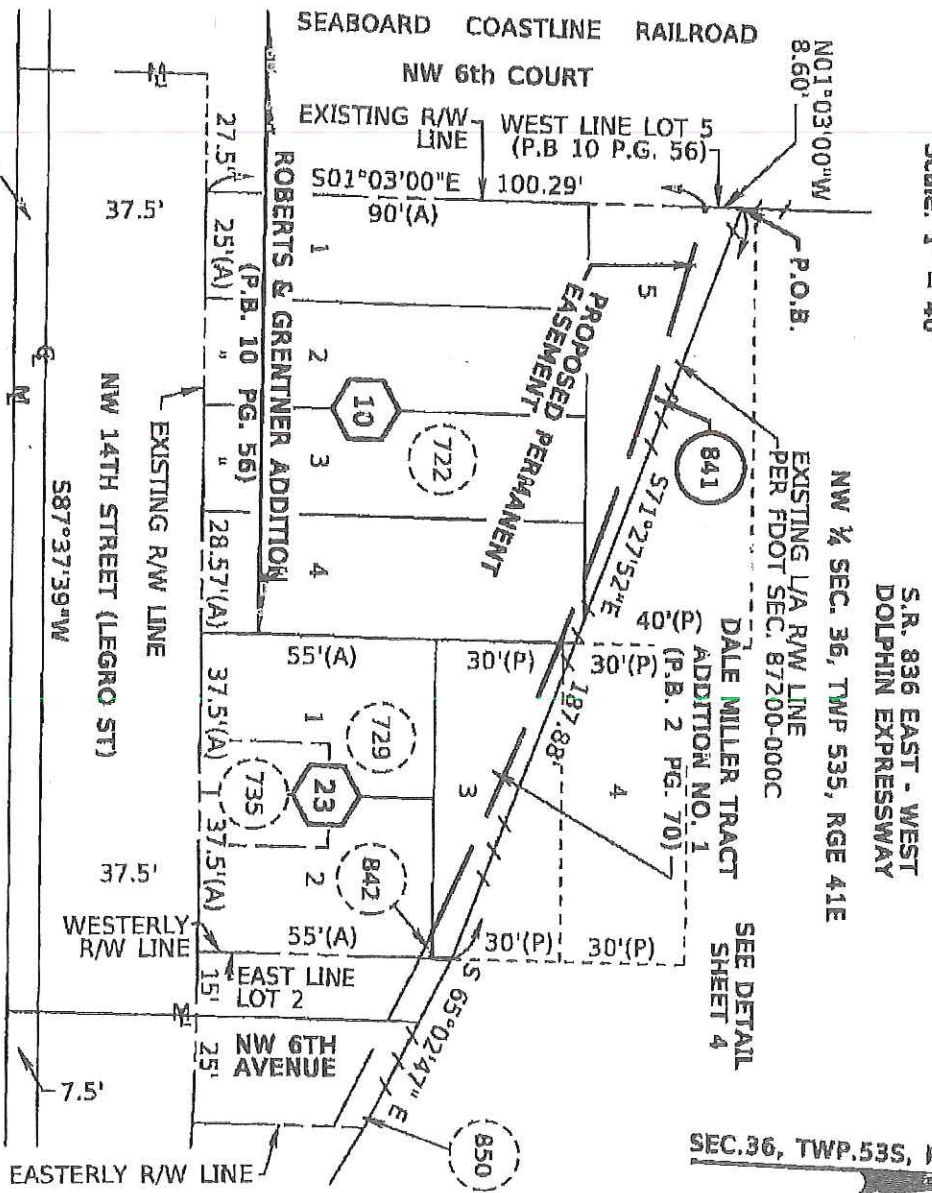
THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

MIAMI-DADE EXPRESSWAY
AUTHORITY
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

CB ADDED IN LEGEND	ARC ADJUSTED	PARCEL REDUCED	PARCEL SHADED
1. ZAMORA	09-03-2015	1. ZAMORA	08-12-2015
REVISION	BY	DATE	
	1. ZAMORA	06-26-2015	

STATE ROAD NO. 836	BY	DATE
	T.MORENO	05-15-2015
CHECKED	A.TORAC	05-15-2015

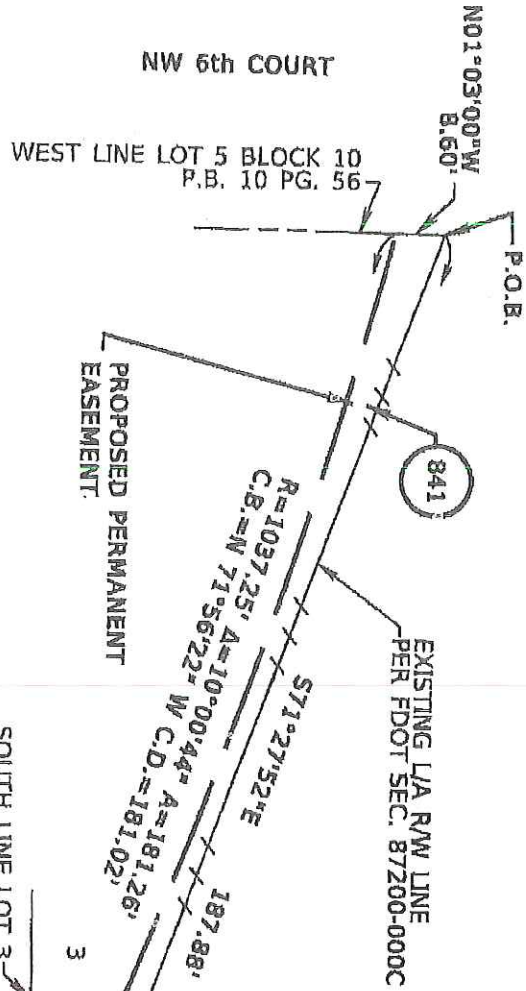
REVISION BY	DATE	PROJECT NO.	SECTION	SHEET
CHANGED BY: CHANGES TO THE LEGAL DESCRIPTION AND TO THE PLAT BOOK NO. 10 PG. 56		83611	87200	3 OF 4
DATA SOURCE: SEE GENERAL NOTES				



THIS IS NOT A SURVEY

SEC. 36, TWP. 53S, RGE. 41E

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.



PARCEL DETAIL



THIS IS NOT A SURVEY

SEC.36, TWP.53S, RGE.41E

MIAMI-DADE EXPRESSWAY
AUTHORITY
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

ARC ADJUSTED	I. ZAMORA	09-03-2015
PARCEL REDUCED	I. ZAMORA	09-12-2015
REVISED DIMENSION	I. ZAMORA	06-24-2015
PARCEL SHADED	I. ZAMORA	06-24-2015
REVISION	BY	DATE

STATE ROAD NO. 836	
BT	DATE
DRAWN	T.MORENO
CHECKED	A. TOIRAC

PREPARED BY:	PLAZA & ASSOCIATES CONSULTING ENGINEERS, INC.	DATA SOURCE
DATE:	02-03-2015	SEE GENERAL NOTES
F.P. NO.	83611	SECTION 87200
		SHEET 4 OF 4

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

Folio No. a portion of
#01-3136-031-6731/Parcel 843

**PERPETUAL EASEMENT
(Public Purpose)**

THIS EASEMENT, made this ____ day of _____, 20__, by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, and its successors in interest, party of the first part or Grantor, whose Post Office address is 111 N.W. 1st Street, Suite 17-202 Miami, Florida 33128, c/o Miami-Dade County Corrections Department, and the MIAMI-DADE EXPRESSWAY AUTHORITY, its successors and assigns (collectively referred to as "Grantee"), party of the second part, whose Post Office address is 3790 N.W. 21 Street Miami, Florida 33142.

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" or the "Property") 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 Property shall revert to the Grantor, its successors and assigns, and the Grantor shall have

the right to immediately possess same.

In the event that Grantee fails to comply with its obligations under the Lease Agreement recorded in the public records in Official Records Book ____, Page ____, or with the obligations set forth in the Interlocal Agreement recorded in Official Records Book ____, Page ____, all as determined in Grantor's sole discretion, then Grantor shall provide written notice of such failure to comply to Grantee. In the event that Grantee does not comply or cure the defect within fifteen business days of such written notice, or such other timeframe as is reasonably required to effect such cure as agreed to by the parties, then Grantor may terminate this easement, and title to the Property shall revert to Grantor, and Grantor shall have the right to immediately possess same. In such event, at Grantor's election, Grantee shall forthwith 1) restore the Property to its condition prior to conveyance to Grantor, or 2) reimburse Grantor for the cost of such restoration within 30 days of invoicing or pursuant to a timeframe mutually agreed upon by the parties.

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 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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the Miami-Dade Expressway Authority signing by and through its Executive Director, and Miami-Dade County signing by and through the Mayor or by the County Mayor's designee, each duly authorized to execute same.

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved

Javier Rodriguez, P.E., Executive Director

Approved as to form and legal sufficiency

Carlos Zaldivar, General Counsel

Approved by MDX Operations Committee
Approved by MDX Board

(Official Seal)

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____
Deputy Clerk

By: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

County Attorney

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2019.

LEGAL DESCRIPTION - PARCEL 843:

That easement being a portion of the West 25.00 feet of Lot 33, In Block 24 of "DALE MILLER TRACT ADDITION No. 1", according to the plat thereof, recorded in Plat Book 2, at Page 70, of the Public Records of Miami-Dade County, Florida, and lying in the NW 1/4 of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the West line of said Lot 33, in Block 24 of "Dale Miller Tract Addition No. 1", coincident with the East Right of Way line of NW 6" AVENUE, with the Existing Limited Access Right of Way Line of SR 836 ramp lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map Section 87200-000C; this easement lying Southwesterly and adjoining said Existing Limited Access Right of Way of SR 836 ramp; thence run S60°43'47"E, along the last described Existing Limited Access Right of Way Line of SR 836, for a distance of 29.01 feet, to the point of intersection with the East line of the West 25.00 feet of said Lot 33, in Block 24 of "Dale Miller Tract Addition No. 1", thence run S01°12'06"E, along last described East line of the West 25.00 feet of said Lot 33, for a distance of 7.59 feet to the point of intersection with the Southwesterly line of the herein described easement, thence run N60°43'47"W, along the Southwesterly line of the herein described easement lying Southwesterly of and parallel to said Existing Limited Access Right of Way Line lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map Section 87200-000C, for a distance of 29.01 feet to point of intersection with the West line of said Lot 33, in Block 24 of "Dale Miller Tract Addition No. 1" thence run N01°12'06"W, along last described West line of said Lot 33, for a distance of 7.59 feet to the point of intersection with said Existing Limited Access Right of Way Line of SR 836 ramp and the **POINT OF BEGINNING**.
Containing an area of 190 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 S 87°52'14" E along the Monument Line of NW 14th STREET between NW 9th AVENUE and NW 10th 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: May 5th, 2015.

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


JOSE L. SANFELI, DATE: 09-03-2015
 PROFESSIONAL LAND SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5636

THIS IS NOT A SURVEY

				MIAMI-DADE EXPRESSWAY AUTHORITY	
				LEGAL DESCRIPTION-PARCEL 843	
		STATE ROAD NO. 836		MIAMI-DADE COUNTY	
REDUCED	J. ZAMORA	09-03-2015	BY	DATE	DATA SOURCE:
LEGAL REVISED	J. ZAMORA	06-24-2015	DRAWN	T.MOREJON	05-15-2015
REVISION	BY	DATE	CHECKED	A.TORAC	05-18-2015
			Proj. NO. B3611		SECTION 87200
					SHEET 1 OF 2

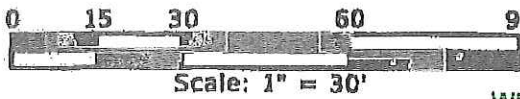
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9/29/2015

11:16:56 AM

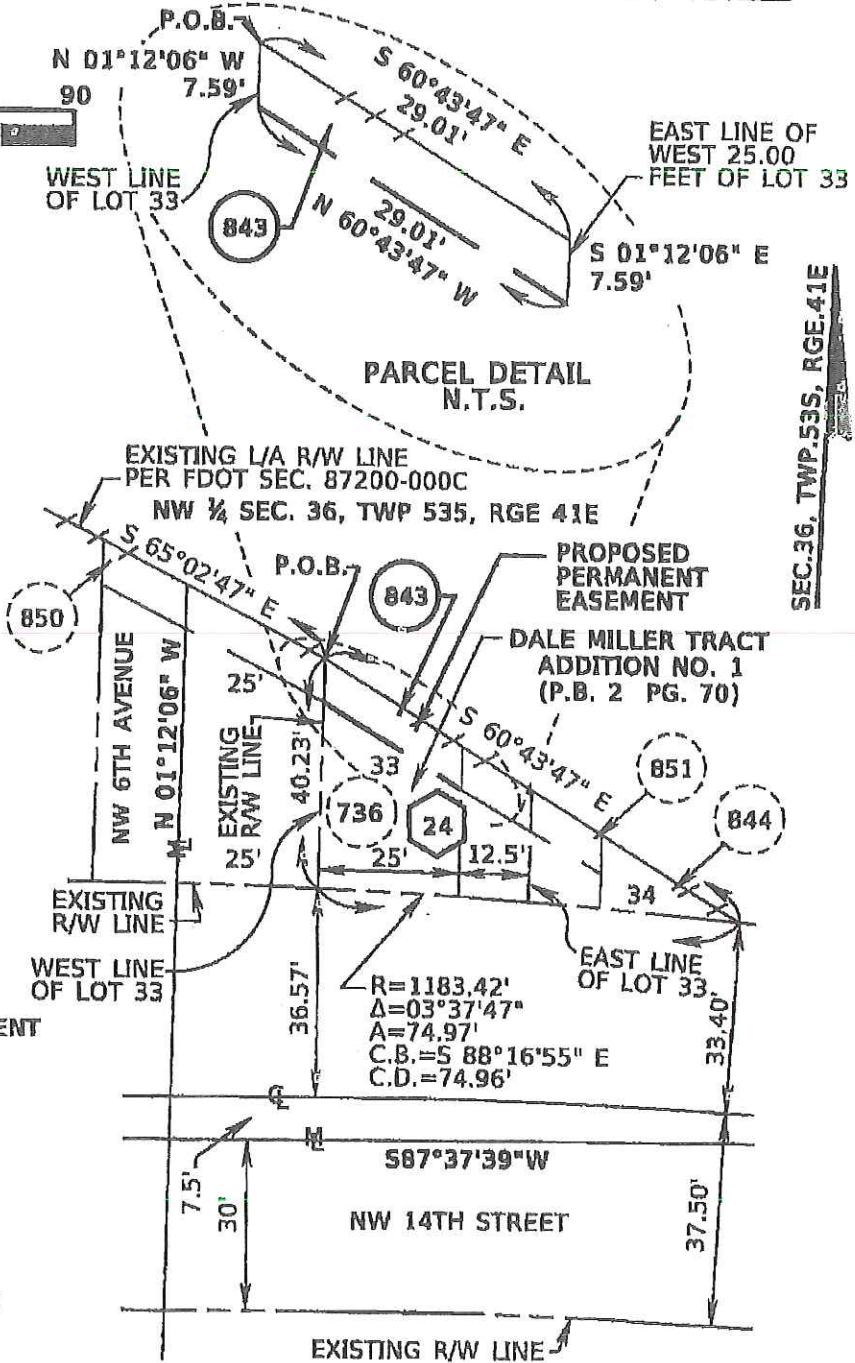
Z:\JDR\83611\151\RIGHT-WAY MAP - CHANGE CONSTRUCTION EASEMENT\DRAWING\PARCELS\PS 843\RWPS843.dwg

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
843	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT	190 SF	UNDETERMINED	



LEGEND:

- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- S.R. = STATE ROAD
- C = CENTERLINE
- B = BASELINE
- P = PROPERTY LINE
- 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
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- = EXISTING R/W LINE
- - - = EXISTING L/A R/W LINE
- = PROPOSED PERMANENT EASEMENT
- 24 = BLOCK NUMBER
- 843 = PARCEL IDENTIFICATION NUMBER



SEC. 36, TWP. 53S, RGE. 41E

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					
REDUCED	J. ZAMORA	08-03-2015	BY	DATE	PREPARED BY:	DATA SOURCE:	
REVISED DIMENSION	J. ZAMORA	06-24-2015	DRAWN	T. MOREJON	05-15-2015	SEE GENERAL NOTES	
PARCEL SHADED	J. ZAMORA	06-24-2015	CHECKED	A. TOJRAC	05-15-2015	Proj. NO. B3611	SECTION 87200
REVISION	BY	DATE				SHEET 2 OF 2	

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ATTACHMENT 2E

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

Folio No. a portion of
#01-3136-031-6731/Parcel 844

**PERPETUAL EASEMENT
(Public Purpose)**

THIS EASEMENT, made this ____ day of _____, 20__, by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, and its successors in interest, party of the first part or Grantor, whose Post Office address is 111 N.W. 1st Street, Suite 17-202 Miami, Florida 33128, c/o Miami-Dade County Corrections Department, and the MIAMI-DADE EXPRESSWAY AUTHORITY, its successors and assigns (collectively referred to as "Grantee"), party of the second part, whose Post Office address is 3790 N.W. 21 Street Miami, Florida 33142.

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" or the "Property") 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 Property shall revert to the Grantor, its successors and assigns, and the Grantor shall have

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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.

In the event that Grantee fails to comply with its obligations under the Lease Agreement recorded in the public records in Official Records Book ____, Page ____, or with the obligations set forth in the Interlocal Agreement recorded in Official Records Book ____, Page ____, all as determined in Grantor's sole discretion, then Grantor shall provide written notice of such failure to comply to Grantee. In the event that Grantee does not comply or cure the defect within fifteen business days of such written notice, or such other timeframe as is reasonably required to effect such cure as agreed to by the parties, then Grantor may terminate this easement, and title to the Property shall revert to Grantor, and Grantor shall have the right to immediately possess same. In such event, at Grantor's election, Grantee shall forthwith 1) restore the Property to its condition prior to conveyance to Grantor, or 2) reimburse Grantor for the cost of such restoration within 30 days of invoicing or pursuant to a timeframe mutually agreed upon by the parties.

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

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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the Miami-Dade Expressway Authority signing by and through its Executive Director, and Miami-Dade County signing by and through the Mayor or by the County Mayor's designee, each duly authorized to execute same.

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved

Javier Rodriguez, P.E., Executive Director

Approved as to form and legal sufficiency

Carlos Zaldivar, General Counsel

Approved by MDX Operations Committee
Approved by MDX Board

(Official Seal)

ATTEST:

HARVEY RUVIN,
CLERK OF SAID BOARD

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

By: _____
Deputy Clerk

By: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

County Attorney

The foregoing was authorized and approved by Resolution No. _____ of the Board of County
Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2019.

LEGAL DESCRIPTION - PARCEL 844:

That easement being a portion of the East 25.00 feet of Lot 34, in Block 24 of "DALE MILLER TRACT ADDITION No. 1", according to the plat thereof, recorded in Plat Book 2, at Page 70, of the Public Records of Miami-Dade County, Florida, and lying in the NW 1/4 of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida; being more particularly described as follows:

BEGINNING at the point of intersection of the East line of the West 12.50 feet of said Lot 34, in Block 24 of "Dale Miller Tract Addition No. 1" with the Existing Limited Access Right of Way Line of SR 836 ramp, lying Southwesterly of SR 836, as per F.D.O.T. Right of Way Map for Section 87200-000C; this easement lying Southeasterly and adjoining to said Existing Limited Access Right of Way of SR 836 ramp; thence run S60°43'47"E, along said Existing Limited Access Right of Way Line of SR 836, for a distance of 28.85 feet, to the point of Intersection with the Existing Right of Way Line of NW 14" Street, this point being on a circular curve concave to the Southwest; thence run Northwesterly along said circular curve, having a radius of 1,183.42 feet, through a central angle of 01°12'25", subtending a 24.93 foot chord, which bears N87°04'14"W, for an arc distance of 24.93 feet, to the point of Intersection with the East line of the West 12.50 feet of said Lot 34, in Block 24 of "Dale Miller Tract Addition No. 1" thence run N01°12'06"W, along said East line of the West 12.50 feet of said Lot 34, for a distance of 12.83 feet to the point of Intersection with said Existing Limited Access Right of Way Line of SR 836 ramp, and the POINT OF BEGINNING.

Containing an area of 158 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 S 87°52'14" E along the Monument Line of NW 14th STREET between NW 9th AVENUE and NW 10th 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: May 5th, 2015.

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



 JOSE L. SANFIEL, DATE: 09-03-2015
 PROFESSIONAL LAND SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5636

THIS IS NOT A SURVEY

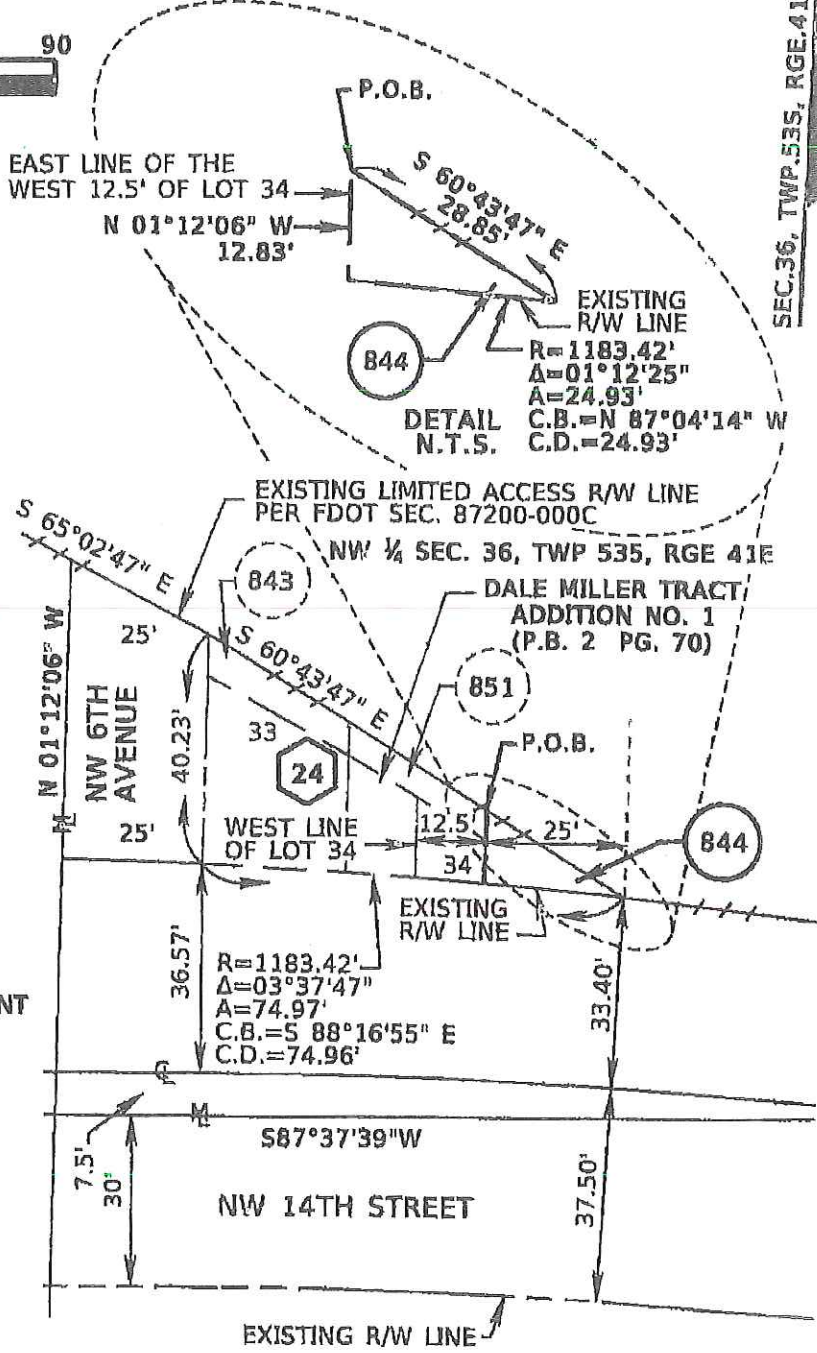
			MIAMI-DADE EXPRESSWAY AUTHORITY			
			LEGAL DESCRIPTION-PARCEL 844			
			STATE ROAD NO. 836		MIAMI-DADE COUNTY	
PARCEL ENLARGED	J. ZAMORA	09-03-2015	BY	DATE	PREPARED BY: CJ PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 2500 NW 41st STREET, SUITE 201, BOCA RATON, FL 33434 TEL: 561-382-1078 / FAX: 561-382-1079 LD 1240	DATA SOURCE: SEE GENERAL NOTES
LEGAL REVISED	J. ZAMORA	06-24-2015	DRAWN	T. MOREJON	05-15-2015	
REVISION	BY	DATE	CHECKED	A. TOIRAC	05-15-2015	Proj. NO. 83611 SECTION 87200 SHEET 1 OF 2

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
844	MIAMI-DADE CORRECTIONS DEPT.	158 SF	UNDETERMINED	



LEGEND:

- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- S.R. = STATE ROAD
- CL = CENTERLINE
- BL = BASELINE
- PL = PROPERTY LINE
- 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
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- - - - = EXISTING R/W LINE
- /// = EXISTING L/A R/W LINE
- - - - = PROPOSED PERMANENT EASEMENT
- 24 = BLOCK NUMBER
- 844 = PARCEL IDENTIFICATION NUMBER



SEC. 36, TWP. 53S, RGE. 41E

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			
			SKETCH TO ACCOMPANY LEGAL DESCRIPTION			
			STATE ROAD NO. 836		MIAMI-DADE COUNTY	
PARCEL ENLARGED	J. ZAMORA	09-03-2015	BY	DATE	PREPARED BY: CH. PERAZZ & ASSOCIATES CONSULTING ENGINEERS, INC. 8500 NW 42ND STREET, SUITE 201, DOWNTOWN MIAMI TEL: 305-592-1070 / FAX: 305-592-1078	DATA SOURCE: SEE GENERAL NOTES
REVISED DIMENSION	J. ZAMORA	06-24-2015	DRAWN	T. MOREJON	05-15-2015	
PARCEL SHADED	J. ZAMORA	06-24-2015	CHECKED	A. TORAC	05-15-2015	Proj. NO. 83611 SECTION 87200 SHEET 2 OF 2
REVISION	BY	DATE				

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

Folio No. a portion of
#01-3136-035-0040/Parcel 719

TEMPORARY EASEMENT

THIS EASEMENT, made this ____ day of _____, 20__, (the "Effective Date") by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, and its successors in interest, party of the first part or Grantor, whose Post Office address is 111 N.W. 1st Street, Suite 17-202 Miami, Florida 33128, c/o Miami-Dade County Corrections Department, and the MIAMI-DADE EXPRESSWAY AUTHORITY, a political subdivision of the State of Florida its successors and assigns, (collectively referred to as "Grantee"), party of the second part, whose address is 3790 N.W. 21 Street Miami, Florida 33142.

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 ("Project"), 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 719 (Construction Easement)

PROJECT No. 83611

That easement lying Southwesterly of the Existing Limited Access Right-of-Way Line which runs Southwesterly of SR 836, as per F.D.O.T. Right of Way Map for Section 87200-000C; and extending across Lots 7, 8, 14 and 15, and the 15.00 foot Alley, in Block 1 of "ROBERTS & GREENTER ADDITION", according to the Plat thereof, as recorded in Plat Book 10, at Page 56, of the Public Records of Miami-Dade County, Florida; and lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the intersection of said Existing Limited Access Right of Way Line lying southwesterly of S. R. 836, with the East line of said Lot 14, in Block 1 of "ROBERTS & GREENTER ADDITION", coincident with the Westerly Right of Way Line of NW 6th COURT; thence run S01°03'00"E along the last described Right of Way Line, for a distance of 8.85 feet to the point of intersection with the Northeasterly line of the hereinafter described easement and the **POINT OF BEGINNING**; thence continue S01°03'00E, along said Westerly Right of Way Line of NW 6th COURT, for a distance of 12.25 feet to the point of intersection with the Southwesterly line of this easement, also being a circular curve concave to the Southwest, thence run northwesterly, along said circular curve and across portion of said Lot 15, having a radius of 1025.25 feet, through a central angle of 03°27'48", subtending a 61.96 foot chord which bears N81°05'23"W, for an arc distance of 61.97 feet; thence run S44°15'09"W, along said Southwesterly line of this easement, for a distance of 25.34 feet; thence run N51°30'39"W, along said Southwesterly line of this easement, for a distance of 58.09 feet to the point of intersection with the Northeasterly line of the herein described easement, also being a circular curve concave to the Southwest, thence run southeasterly, along said circular curve and across said Lots 8, 7, the 15 foot Alley, and Lots 14 and 15 in Block 1 of "ROBERTS

& GREATER ADDITION", having a radius of 1037.25 feet, through a central angle of 06°54'50", subtending a 125.09 foot chord which bears S82°57'08"E, for an arc distance of 125.17 feet to the point of intersection with the East line of said Lot 15 in Block 1 of "ROBERTS & GREATER ADDITION", coincident with the Westerly Right of Way Line of NW 6th Court also being the **POINT OF BEGINNING**.

Containing an area of 1,877 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.

In the event that Grantee fails to comply with its obligations under the Lease Agreement recorded in the public records in Official Records Book ____, Page ____, or with the obligations set forth in the Interlocal Agreement recorded in Official Records Book ____, Page ____, then Grantor shall provide written notice of such failure to comply to Grantee. In the event that Grantee does not comply or cure the defect within fifteen business days of such written notice, or such other timeframe as is reasonably required to effect such cure as agreed to by the parties, then Grantor may terminate this easement, and title to the Property shall revert to Grantor, and Grantor shall have the right to immediately possess same. In such event, at Grantor's election, Grantee shall forthwith 1) restore the Property to its condition prior to conveyance to Grantor, or 2) reimburse Grantor for the cost of such restoration within 30 days of invoicing or pursuant to a timeframe mutually agreed upon by the parties.

THIS EASEMENT shall commence on the Effective Date and shall expire sixty (60) months thereafter or upon final completion of construction of Grantee's Project referenced herein, whichever occurs first. In the event that the construction, expansion, and the renovation of the 836 Expressway is permanently abandoned or discontinued, 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 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 that 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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the Miami-Dade Expressway Authority signing by and through its Executive Director, and Miami-Dade County signing by and through the Mayor or by the County Mayor's designee, each duly authorized to execute same.

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved

Javier Rodriguez, P.E., Executive Director

Approved as to form and legal sufficiency

Carlos Zaldivar, General Counsel

Approved by MDX Operations Committee
Approved by MDX Board

(Official Seal)

ATTEST:

**HARVEY RUVIN,
CLERK OF SAID BOARD**

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

By: _____
Deputy Clerk

By: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

County Attorney

The foregoing was authorized and approved by Resolution No. _____ of the Board of County
Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2019.

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LEGAL DESCRIPTION - PARCEL 719:

That easement lying Southwesterly of the Existing Limited Access Right-of-Way Line which runs Southwesterly of SR 836, as per F.D.O.T. Right of Way Map for Section 87200-000C; and extending across Lots 7, 8, 14 and 15, and the 15.00 foot Alley, in Block 1 of "ROBERTS & GRENTNER ADDITION", according to the Plat thereof, as recorded in Plat Book 10, at Page 56, of the Public Records of Miami-Dade County, Florida; and lying in the NW 1/4 of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the intersection of said Existing Limited Access Right of Way Line lying southwesterly of S. R. 836, with the East line of said Lot 14, in Block 1 of "ROBERTS & GRENTNER ADDITION", coincident with the Westerly Right of Way Line of NW 6" COURT; thence run S01°03'00E along the last described Right of Way Line, for a distance of 8.85 feet to the point of Intersection with the Northeasterly line of the hereinafter described easement and the POINT OF BEGINNING; thence continue S01°03'00"E, along said Westerly Right of Way Line of NW 6" COURT, for a distance of 12.25 feet to the point of intersection with the Southwesterly line of this easement, also being a circular curve concave to the Southwest, thence run northwesterly, along said circular curve and across portion of said Lot 15, having a radius of 1025.25 feet, through a central angle of 03°27'48", subtending a 61.96 foot chord which bears N81°05'23"W, for an arc distance of 61.97 feet; thence run S44°15'09"W, along said Southwesterly line of this easement, for a distance of 25.34 feet; thence run N51°30'39"W, along said Southwesterly line of this easement, for a distance of 58.09 feet to the point of intersection with the Northeasterly line of the herein described easement, also being a circular curve concave to the Southwest, thence run southeasterly, along said circular curve and across said Lots 8, 7, the 15 foot Alley, and Lots 14 and 15 in Block 1 of "ROBERTS & GRENTNER ADDITION", having a radius of 1037.25 feet, through a central angle of 06°54'50", subtending a 125.09 foot chord which bears S82°57'08"E, for an arc distance of 125.17 feet to the point of Intersection with the East line of said Lot 15 in Block 1 of "ROBERTS & GRENTNER ADDITION", coincident with the Westerly Right of Way Line of NW 6th Court also being the POINT OF BEGINNING.

Containing an area of 1,877 square feet, more or less.

THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

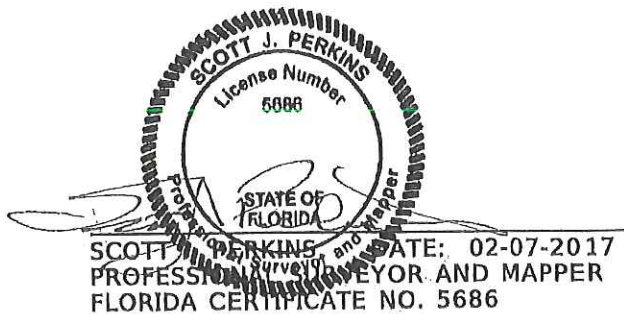
THIS IS NOT A SURVEY

			MIAMI-DADE EXPRESSWAY AUTHORITY			
			LEGAL DESCRIPTION-PARCEL 719			
CORRECT PLAT NAME TYPO	J. ZAMORA	02-07-2017	STATE ROAD NO. 836		MIAMI-DADE COUNTY	
LEGAL REV.	N. ZAMORA	08-24-2015		BY	DATE	DATA SOURCE:
5' OFF BLDG.	J. ZAMORA	08-15-2015				SEE GENERAL NOTES
MDX COMMENTS	J. ZAMORA	05-22-2015	DRAWN	T.MOREJON	02-18-2015	PREPARED BY: CUI PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC 8594 NW 41st STREET, SUITE 201, DORAL FL 33178 TEL: 305-592-1070 / FAX: 305-592-1078 LD 7360
REVISION	BY	DATE	CHECKED	A.TOIRAC	02-18-2015	

63

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 S 87°52'14" E along the Monument Line of NW 14th STREET between NW 9th AVENUE and NW 10th 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.



THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

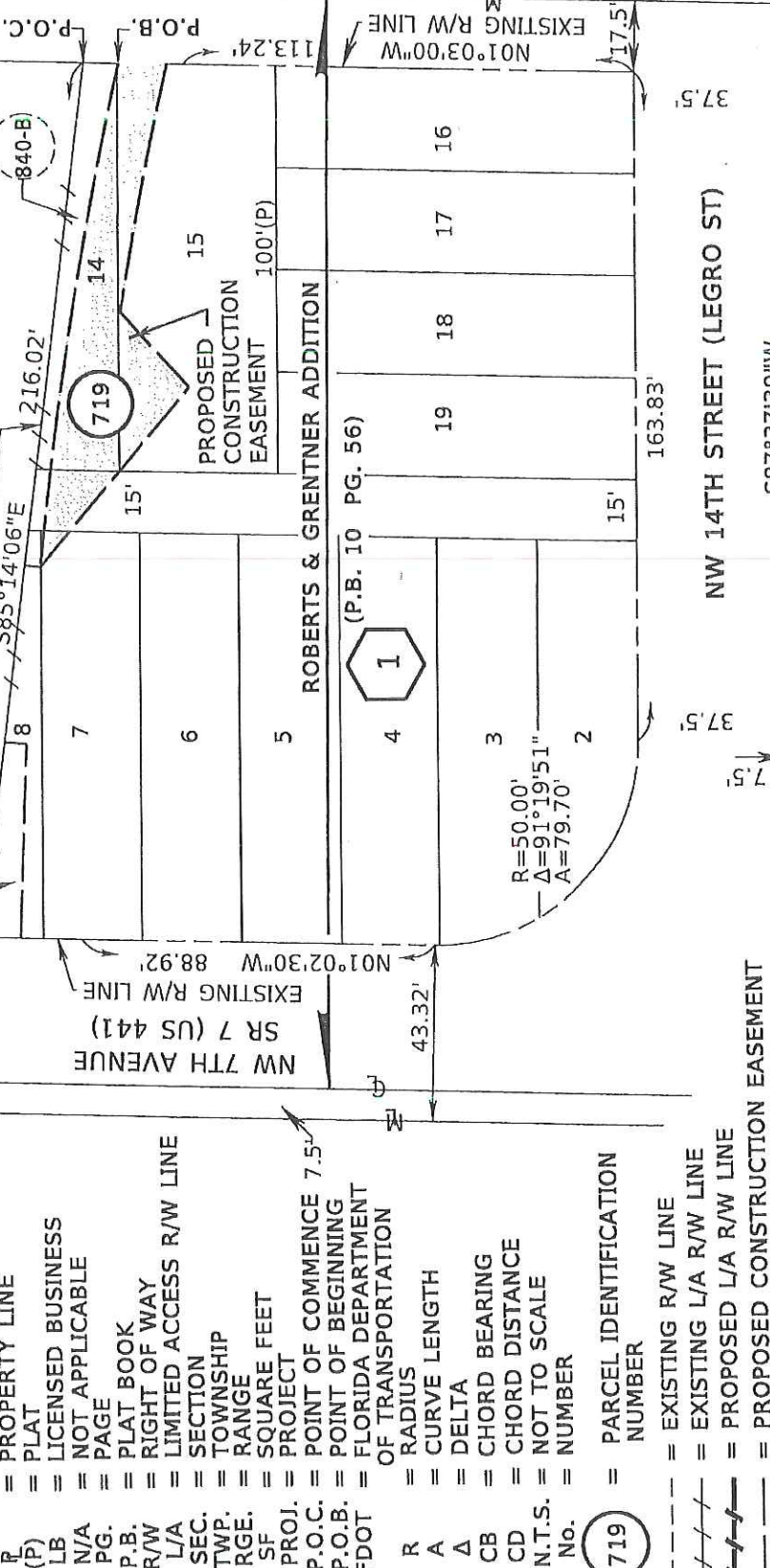
SCOTT J. PERKINS and DATE: 02-07-2017
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5686

THIS IS NOT A SURVEY

			MIAMI-DADE EXPRESSWAY AUTHORITY								
			LEGAL DESCRIPTION-PARCEL 719								
			STATE ROAD NO. 836		MIAMI-DADE COUNTY						
			<table border="1"> <tr> <td>BY</td> <td>DATE</td> </tr> <tr> <td>T.MOREJON</td> <td>02-18-2015</td> </tr> </table>		BY	DATE	T.MOREJON	02-18-2015	<table border="1"> <tr> <td>PREPARED BY: CUI PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 5994 NW 41st STREET, SUITE 201, DORAL, FL 33176 TEL: 305-592-1070 / FAX: 305-592-1076 LB 7360</td> <td>DATA SOURCE: SEE GENERAL NOTES</td> </tr> </table>	PREPARED BY: CUI PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 5994 NW 41st STREET, SUITE 201, DORAL, FL 33176 TEL: 305-592-1070 / FAX: 305-592-1076 LB 7360	DATA SOURCE: SEE GENERAL NOTES
BY	DATE										
T.MOREJON	02-18-2015										
PREPARED BY: CUI PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 5994 NW 41st STREET, SUITE 201, DORAL, FL 33176 TEL: 305-592-1070 / FAX: 305-592-1076 LB 7360	DATA SOURCE: SEE GENERAL NOTES										
MDX COMMENTS	J. ZAMORA	05-22-15	CHECKED	A.TOIRAC	02-18-2015						
REVISION	BY	DATE	Proj. NO. 83611		SECTION 87200						
					SHEET 2 OF 4						

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
719	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT	1.877 SF	UNDETERMINED	

LEGEND:
 S.R. = STATE ROAD
 C/L = CENTERLINE
 B/L = BASELINE
 P/L = PROPERTY LINE
 (P) = PLAT
 LB = LICENSED BUSINESS
 N/A = NOT APPLICABLE
 PG. = PAGE
 P.B. = PLAT BOOK
 R/W = RIGHT OF WAY
 L/A = LIMITED ACCESS R/W LINE
 SEC. = SECTION
 TWP. = TOWNSHIP
 RGE. = RANGE
 SF = SQUARE FEET
 PROJ. = PROJECT
 P.O.C. = POINT OF COMMENCE 7.5'
 P.O.B. = POINT OF BEGINNING
 FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 R = RADIUS
 A = CURVE LENGTH
 Δ = DELTA
 CB = CHORD BEARING
 CD = CHORD DISTANCE
 N.T.S. = NOT TO SCALE
 No. = NUMBER
 (719) = PARCEL IDENTIFICATION NUMBER



THIS DOCUMENT CONSISTS OF FOUR (4) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

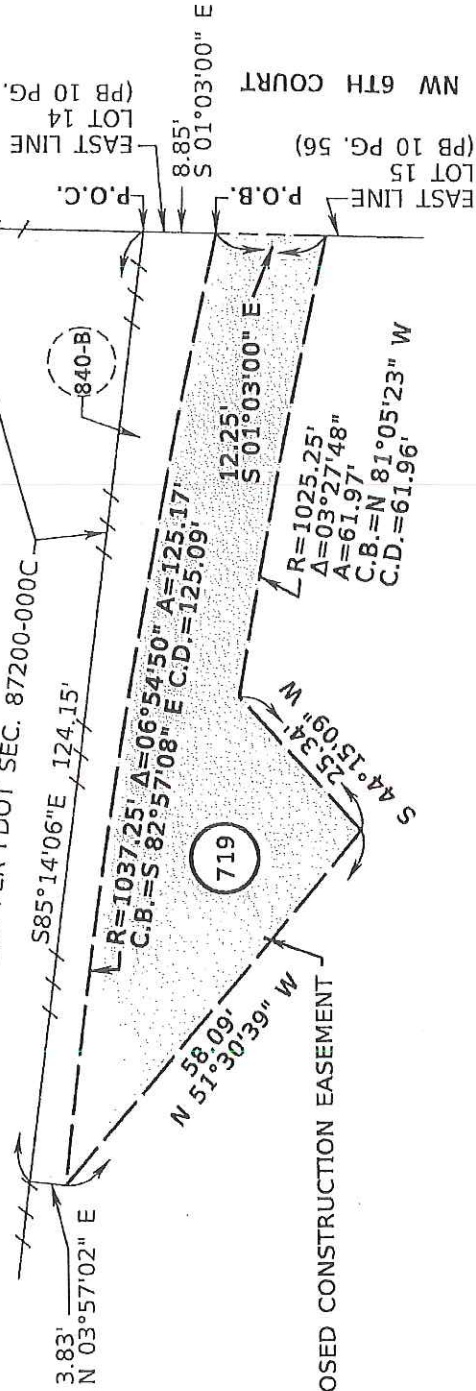
MIAMI-DADE EXPRESSWAY AUTHORITY		STATE ROAD NO. 836		MIAMI-DADE COUNTY	
SKETCH TO ACCOMPANY LEGAL DESCRIPTION		SECTION 87200		SHEET 3 OF 4	
ADDED CB & REV. SF	N. ZAMORA	08-24-2015	PREPARED BY:	DATA SOURCE:	
5' OFF BLDG.	J. ZAMORA	08-15-2015	CH. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC.	SEE GENERAL NOTES	
MDX COMMENTS	J. ZAMORA	05-22-2015	TEL: 305-592-3070/FAX: 305-592-0783		
PARCEL REDUCED	T. MOREJON	04-22-2015	PROJ. NO. 83611		
REVISION	BY	DATE	CHECKED		
		2/7/2017	A. TOIRAC		

THIS IS NOT A SURVEY

SEC. 36, TWP. 53S, RGE. 41E

S.R. 836 EAST - WEST
(DOLPHIN EXPRESSWAY)

EXISTING LIMITED ACCESS
R/W LINE PER FDOT SEC. 87200-000C



DETAIL PARCEL 719
N.T.S.

- 719 = PARCEL IDENTIFICATION NUMBER
- - - = EXISTING L/A R/W LINE
- / - / - = PROPOSED L/A R/W LINE
- — — = PROPOSED CONSTRUCTION EASEMENT

THIS DOCUMENT CONSISTS OF FOUR (4) 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 SKETCH TO ACCOMPANY LEGAL DESCRIPTION		STATE ROAD NO. 836		MIAMI-DADE COUNTY	
5' OFF BLDG.	J. ZAMORA	08-15-2015	BY	DATE	PREPARED BY: CH PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 954 NW 41st STREET, SUITE 201, DORAL, FL 33178 TEL: 305-582-1975 / FAX: 305-525-3300 (T) / 300
MDX COMMENTS	J. ZAMORA	05-22-15	BY	DATE	DATA SOURCE: SEE GENERAL NOTES
PARCEL REDUCED	T.MOREJON	04-22-2015	DRAWN	T.MOREJON	02-18-2015
REVISION	BY	DATE	CHECKED	A.TORAC	02-18-2015
			Proj. NO. 83611	SECTION 87200	SHEET 4 OF 4
Z:\MDX\03611\31\RIGHT-WAY MAP - (CHANGE CONSTRUCTION EASEMENT)\RW\MAP\PARCELS\PS 719\RW\PS719.dgn					

JZamora

2/7/2017

2:03:12 PM

ATTACHMENT 3B

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

Folio No. a portion of
#01-3136-031-6290/Parcel 722

TEMPORARY EASEMENT

THIS EASEMENT, made this ____ day of _____, 20__, (the "Effective Date") by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, and its successors in interest, party of the first part or Grantor, whose Post Office address is 111 N.W. 1st Street, Suite 17-202 Miami, Florida 33128, c/o Miami-Dade County Corrections Department, and the MIAMI-DADE EXPRESSWAY AUTHORITY, a political subdivision of the State of Florida its successor and assigns, (collectively referred to as "Grantee"), party of the second part, address is 3790 N.W. 21 Street Miami, Florida 33142.

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 ("Project"), 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 722 (Construction Easement)

PROJECT No. 83611

That easement being a portion of Lots 1, 2, 3, 4 and 5, in Block 10 of "ROBERTS & GRENTNER ADDITION", according to the plat thereof, recorded in Plat Book 10, at Page 56, and also being a portion of Lot 3, in Block 23, of "DALE MILLER TRACT ADDITION No. 1", according to the plat thereof, as recorded in Plat Book 2, at Page 70, both plats of the Public Records of Miami-Dade County, Florida, and lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the point of intersection of the West line of said Lot 5, in Block 10 of "ROBERTS & GRENTNER ADDITION", coincident with the East Right of Way Line of NW 6th COURT, with the Existing Limited Access Right of Way Line lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-000C; thence run S01°03'00"E, along the West line of said Lot 5 in Block 10 of "ROBERTS & GRENTNER ADDITION", coincident with the East Right of Way Line of NW 6th COURT, for a distance of 8.60 feet to a point on a circular curve concave to the Southwest said point also being the **POINT OF BEGINNING** of the hereinafter described easement; thence run Southeasterly along said circular curve and Northeasterly line at the herein described easement, having a radius of 1,037.25 feet, through a central angle of 10°00'44", subtending a 181.02 foot chord which bears S71°56'22"E, for an arc distance of 181.26 feet to the point of intersection with the South line of said Lot 3 in Block 23 of "DALE MILLER TRACT ADDITION No. 1", also being the Southerly line of the herein described easement; thence run S87°37'39"W, along said easement line and South line of said Lot 3 in Block 23, for a distance of 68.46 feet to the point of intersection with the East line of Lot 4 in said Block 10 of "ROBERTS & GRENTNER ADDITION"; thence run S01°12'06"E, along the East line of Lot 4 in said Block 10 of "ROBERTS & GRENTNER ADDITION" and easement line, for a distance of 55.01 feet to the point of intersection with the Northerly Right of Way Line of NW 14th STREET; thence run S87°37'39"W, along the Northerly Right of Way

Line of NW 14th STREET and across Lots 4, 3, 2 and 1, in said Block 10 of "ROBERTS & GRENTNER ADDITION" coincident with the Southerly line of the herein described easement, for a distance of 102.78 feet to the point of intersection with the West line of said Lot 1, in Block 10, coincident with the East Right of Way line of NW 6th COURT; thence run N01°03'00"W, along the west line of Lot 1 and part of the West line of Lot 5 in said Block 10 of "ROBERTS & GRENTNER ADDITION" coincident with the East Right of Way line of NW 6th COURT and Westerly line of the herein described easement, for a distance of 118.23 feet to the POINT OF BEGINNING.

Containing an area of 11,533 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.

In the event that Grantee fails to comply with its obligations under the Lease Agreement recorded in the public records in Official Records Book ____, Page ____, or with the obligations set forth in the Interlocal Agreement recorded in Official Records Book ____, Page ____, then Grantor shall provide written notice of such failure to comply to Grantee. In the event that Grantee does not comply or cure the defect within fifteen business days of such written notice, or such other timeframe as is reasonably required to effect such cure as agreed to by the parties, then Grantor may terminate this easement, and title to the Property shall revert to Grantor, and Grantor shall have the right to immediately possess same. In such event, at Grantor's election, Grantee shall forthwith 1) restore the Property to its condition prior to conveyance to Grantor, or 2) reimburse Grantor for the cost of such restoration within 30 days of invoicing or pursuant to a timeframe mutually agreed upon by the parties.

THIS EASEMENT shall commence on the Effective Date and shall expire sixty (60) months thereafter or upon final completion of construction of Grantee's Project referenced herein, whichever occurs first. In the event that the construction, expansion, and the renovation of the 836 Expressway is permanently abandoned or discontinued, 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 once 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 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 that 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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the Miami-Dade Expressway Authority signing by and through its Executive Director, and Miami-Dade County signing by and through the Mayor or by the County Mayor's designee, each duly authorized to execute same.

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved

Javier Rodriguez, P.E., Executive Director

Approved as to form and legal sufficiency

Carlos Zaldivar, General Counsel

Approved by MDX Operations Committee
Approved by MDX Board

(Official Seal)

ATTEST:

**HARVEY RUVIN,
CLERK OF SAID BOARD**

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

By: _____
Deputy Clerk

By: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

County Attorney

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2019.

LEGAL DESCRIPTION - PARCEL 722:

That easement being a portion of Lots 1, 2, 3, 4 and 5, in Block 10 of "ROBERTS & GRENTNER ADDITION", according to the plat thereof, recorded in Plat Book 10, at Page 56, and also being a portion of Lot 3, in Block 23, of "DALE MILLER TRACT ADDITION No. 1", according to the plat thereof, as recorded in Plat Book 2, at Page 70, both plats of the Public Records of Miami-Dade County, Florida, and lying in the NW 1/4 of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the point of intersection of the West line of said Lot 5, in Block 10 of "ROBERTS & GRENTNER ADDITION", coincident with the East Right of Way Line of NW 6" COURT, with the Existing Limited Access Right of Way Line lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-000C; thence run S01°03'00"E, along the West line of said Lot 5 in Block 10 of "ROBERTS & GRENTNER ADDITION", coincident with the East Right of Way Line of NW 6" COURT, for a distance of 8.60 feet to a point on a circular curve concave to the Southwest said point also being the POINT OF BEGINNING of the hereinafter described easement; thence run Southeasterly along said circular curve and Northeasterly line at the herein described easement, having a radius of 1,037.25 feet, through a central angle of 10°00'44", subtending a 181.02 foot chord which bears S71°56'22"E, for an arc distance of 181.26 feet to the point of intersection with the South line of said Lot 3 in Block 23 of "DALE MILLER TRACT ADDITION No. 1", also being the Southerly line of the herein described easement; thence run S87°37'39"W, along said easement line and South line of said Lot 3 in Block 23, for a distance of 68.46 feet to the point of intersection with the East line of Lot 4 in said Block 10 of "ROBERTS & GRENTNER ADDITION" thence run S01°12'06"E, along the East line of Lot 4 in said Block 10 of "ROBERTS & GRENTNER ADDITION" and easement line, for a distance of 55.01 feet to the point of intersection with the Northerly Right of Way Line of NW 14" STREET; thence run S87°37'39"W, along the Northerly Right of Way Line of NW 14" STREET and across Lots 4, 3, 2 and 1, in said Block 10 of "ROBERTS & GRENTNER ADDITION" coincident with the Southerly line of the herein described easement, for a distance of 102.78 feet to the point of intersection with the West line of said Lot 1, in Block 10, coincident with the East Right of Way line of NW 6" COURT; thence run N01°03'00"W, along the west line of Lot 1 and part of the West line of Lot 5 in said Block 10 of "ROBERTS & GRENTNER ADDITION" coincident with the East Right of Way line of NW 6" COURT and Westerly line of the herein described easement, for a distance of 118.23 feet to the POINT OF BEGINNING.

Containing an area of 11,533 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 S 87°52'14" E along the Monument Line of NW 14th STREET between NW 9th AVENUE and NW 10th 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.

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


JOSE L. SANFELI, DATE: 09-03-2015
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5636

THIS IS NOT A SURVEY

			MIAMI-DADE EXPRESSWAY AUTHORITY		
			LEGAL DESCRIPTION-PARCEL 722		
			STATE ROAD NO. 836		MIAMI-DADE COUNTY
			BY	DATE	PREPARED BY: CH. BENTZ & ASSOCIATES CONSULTING ENGINEERS, INC. 834 NW 41st STREET SUITE 501 MIAMI FL 33172 TEL: 305-592-3677 FAX: 305-592-1671 (3 Lines)
					DATA SOURCE: SEE GENERAL NOTES
PARCEL ENLARGED	J. ZAMORA	09-03-2015	DRAWN	T. MOREJON	02-16-2015
REVISION	BY	DATE	CHECKED	A. TORRAC	02-18-2015
			Proj. NO. 83611		SECTION 87200
					SHEET 1 OF 2

jjzamora

9/23/2015

11/06/15 AH

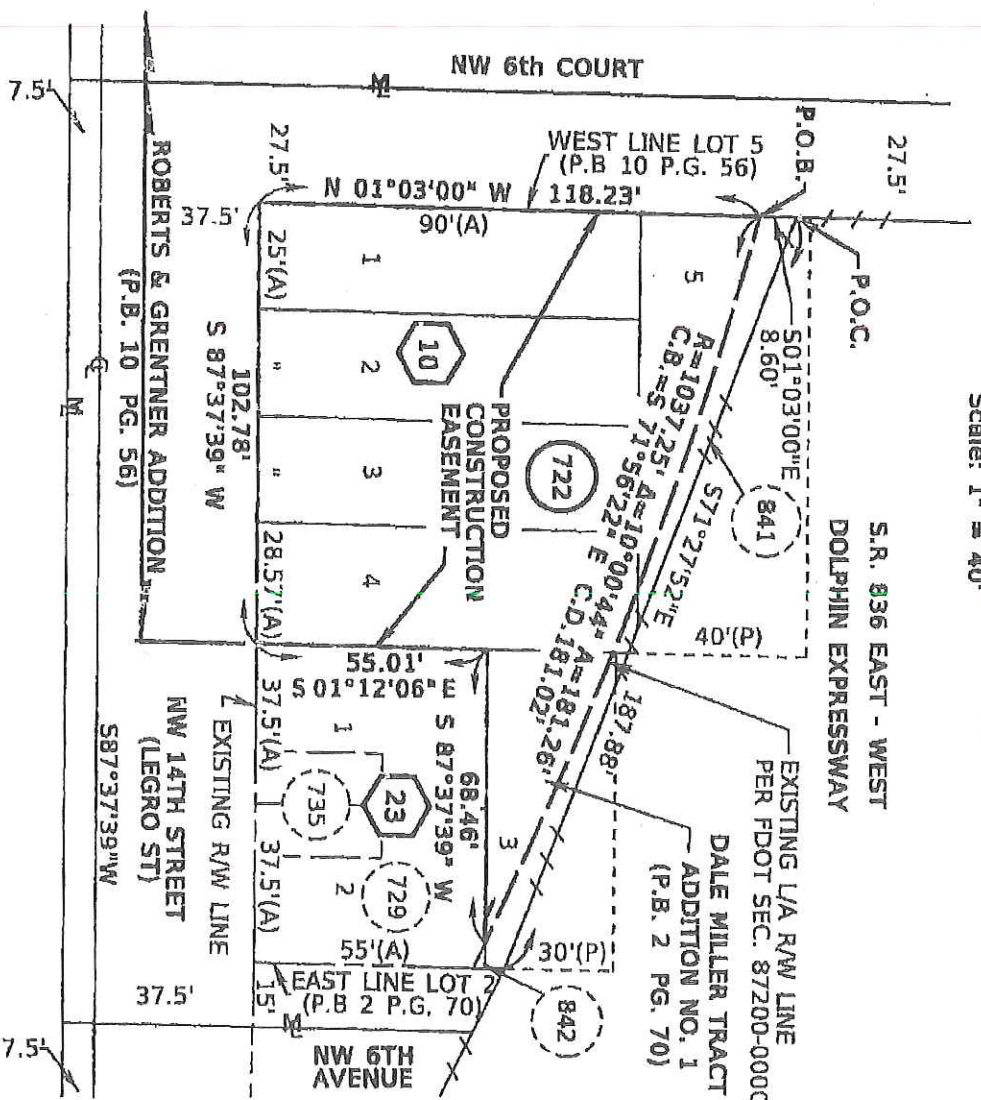
Z:\MHA\83611\51\RIGHT-WAY MAP - (CHARGE CONSTRUCTION EASEMENT)\R\W\AP\PARCELS\PS 722\RW\PS722.dwg

72

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
722	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT	11,533 SF	UNDETERMINED	

LEGEND:
 (A) = CITY OF MIAMI ATLAS
 Q = CENTERLINE
 B = BASELINE
 P = PROPERTY LINE
 (P) = PLAT
 LB = LICENSED BUSINESS
 N/A = NOT APPLICABLE
 PG. = PAGE
 P.B. = PLAT BOOK
 R/W = RIGHT OF WAY
 L/A = LIMITED ACCESS R/W LINE
 SEC. = SECTION
 TWP. = TOWNSHIP
 RGE. = RANGE
 S.R. = STATE ROAD
 SF. = SQUARE FEET
 PROJ. = PROJECT
 P.O.C. = POINT OF COMMENCE
 P.O.B. = POINT OF BEGINNING
 FDOT = FLORIDA DEPARTMENT
 OF TRANSPORTATION
 R = RADIUS
 A = CURVE LENGTH
 Δ = DELTA
 CD = CHORD DISTANCE
 CB = CHORD BEARING
 N.T.S. = NOT TO SCALE
 No. = NUMBER

SEC.36, TWP.53S, RGE.41E



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

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PARCEL ENLARGED	I. ZAMORA	09-03-2015	STATE ROAD NO. 836	MIAMI-DADE COUNTY
ADD DIM. & C.B.	JLS	08-14-2015	BY	
PARCEL REDUCED	T.MOREJON	06-22-2015	DATE	
REVISION	BY	DATE	CHECKED	
			A.TORJAC	02-16-2015
			Proj. NO. B3611	SECTION 87200
				SHEET 2 OF 2

7/23/2015 11:26:32 AM Z:\MIDWEST\11\STAINIGHT-WAY-WP - (MIAMI-DADE COUNTY) - PARCELS V5 722(W) 5/23/2015

ATTACHMENT 3C

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

Folio No. a portion of
#01-3136-031-6250/Parcel 729

TEMPORARY EASEMENT

THIS EASEMENT, made this ____ day of _____, 20__, (“Effective Date”) by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, and its successors in interest, party of the first part or Grantor, whose Post Office address is 111 N.W. 1st Street, Suite 17-202 Miami, Florida 33128, c/o Miami-Dade County Corrections Department, and the MIAMI-DADE EXPRESSWAY AUTHORITY, a political subdivision of the State of Florida its successors and assigns, (collectively referred to as “Grantee”), party of the second part, whose address is 3790 N.W. 21 Street Miami, Florida 33142.

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(“Project”), 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 729 (Construction Easement)

PROJECT No. 83611

That easement being a portion of Lots 1 and 2, in Block 23, of “DALE MILLER TRACT ADDITION No. 1”, according to the Plat thereof, as recorded in Plat Book 2, at Page 70 of the Public Records of Miami-Dade County, Florida, lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Lot 2, in Block 23 of “DALE MILLER TRACT ADDITION No. 1”, said corner being on the Westerly Right-of-Way Line of NW 6th AVENUE, and being 4.75 feet south, as measured along said Right-of-Way Line, from the Existing Limited Access Right-of-Way Line lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-000C; **thence run** S01°12’06”E, along the East line of said Lot 2, coincident with the Westerly Right of Way Line of NW 6th AVENUE, for a distance of 2.84 feet to the **POINT OF BEGINNING** of the hereinafter described easement; **thence continue** S01°12’06”E, along the East line of said Lot 2, coincident with the Westerly Right of Way Line of NW 6th AVENUE, for a distance of 52.19 feet to the point of intersection with the Northerly Right of Way Line of NW 14th STREET as shown in said F.D.O.T. Right of Way Map 87200-000C, said point being on a circular curve concave to the Southeast; **thence run** Southwesterly along said circular curve and Northerly Right of Way Line, having a radius of 1,183.42 feet, through a central angle of 00°20’20”, subtending a 7.01 foot chord which bears S87°47’49”W, for an arc distance of 7.01 feet to the point of tangency on said Right of Way Line of NW 14th STREET; **thence run** S87°37’39”W, along said Right of Way Line, and across part of said Lot 2, for a distance of 18.00 feet to the point of intersection with the West line of the East 25.00 feet of said Lot 2; **thence run** N01°12’06”W, along the last described easement line, for a distance of 30.01 feet to the point of intersection with the South line of the North 25.00 feet said Lots 1 and 2 in Block 23;

thence run S87°37'39"W, along the last described easement line, for a distance of 24.43 feet to the point of intersection with the East line of the West 25.00 feet of said Lot 1 in Block 23; thence run S01°12'06"E, along the last described easement line, for a distance of 30.01 feet to the point of intersection with the Northerly Right of Way Line of NW 14th STREET as shown in said F.D.O.T. Right of way Map 87200-000; thence run S87°37'39"W, along said Right of Way Line, and across part of said Lot 1, for a distance of 25.01 to the point of intersection with the West line of said Lot 1 in Block 23 in Plat Book 2, at Page 70; thence run N01°12'06"W, along the West line of said Lot 1, for a distance of 55.01 feet to the point of intersection with the North line of said Lot 1 in Block 23; thence run N87°37'39"E, along the North line of said Lots 1 and 2, for a distance of 68.46 feet to a point on a circular curve concave to the Southwest, thence run southeasterly, along said circular curve, having a radius of 1,037.25 feet through a central angle of 00°21'46" subtending a 6.57 foot chord, which bears S66°45'07"E, for and arc distance of 6.57 feet to the **POINT OF BEGINNING**.

Containing an area of 3,353 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.

In the event that Grantee fails to comply with its obligations under the Lease Agreement recorded in the public records in Official Records Book ____, Page ____, or with the obligations set forth in the Interlocal Agreement recorded in Official Records Book ____, Page ____, then Grantor shall provide written notice of such failure to comply to Grantee. In the event that Grantee does not comply or cure the defect within fifteen business days of such written notice, or such other timeframe as is reasonably required to effect such cure as agreed to by the parties, then Grantor may terminate this easement, and title to the Property shall revert to Grantor, and Grantor shall have the right to immediately possess same. In such event, at Grantor's election, Grantee shall forthwith 1) restore the Property to its condition prior to conveyance to Grantor, or 2) reimburse Grantor for the cost of such restoration within 30 days of invoicing or pursuant to a timeframe mutually agreed upon by the parties.

THIS EASEMENT shall commence on the Effective Date and shall expire sixty (60) months thereafter or upon final completion of construction of Grantee's Project referenced herein, whichever occurs first. In the event that the construction, expansion, and the renovation of the 836 Expressway is permanently abandoned or discontinued, 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 once 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 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 that 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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the Miami-Dade Expressway Authority signing by and through its Executive Director, and Miami-Dade County signing by and through the Mayor or by the County Mayor's designee, each duly authorized to execute same.

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved

Javier Rodriguez, P.E., Executive Director

Approved as to form and legal sufficiency

Carlos Zaldivar, General Counsel

Approved by MDX Operations Committee
Approved by MDX Board

(Official Seal)

ATTEST:

**HARVEY RUVIN,
CLERK OF SAID BOARD**

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

By: _____
Deputy Clerk

By: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

County Attorney

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2019.

LEGAL DESCRIPTION - PARCEL 729:

That easement being a portion of Lots 1 and 2, in Block 23, of "DALE MILLER TRACT ADDITION No. 1", according to the Plat thereof, as recorded in Plat Book 2, at Page 70 of the Public Records of Miami-Dade County, Florida, lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Lot 2, in Block 23 of "DALE MILLER TRACT ADDITION No. 1", said corner being on the Westerly Right-of-Way Line of NW 6th AVENUE, and being 4.75 feet south, as measured along said Right-of-Way Line, from the Existing Limited Access Right-of-Way Line lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map for Section 87200-000C; thence run S01°12'06"E, along the East line of said Lot 2, coincident with the Westerly Right of Way Line of NW 6th AVENUE, for a distance of 2.84 feet to the POINT OF BEGINNING of the hereinafter described easement; thence continue S01°12'06"E, along the East line of said Lot 2, coincident with the Westerly Right of Way Line of NW 6th AVENUE, for a distance of 52.19 feet to the point of intersection with the Northerly Right of Way Line of NW 14th STREET as shown in said F.D.O.T. Right of Way Map 87200-000C, said point being on a circular curve concave to the Southeast; thence run Southwesterly along said circular curve and Northerly Right of Way Line, having a radius of 1,183.42 feet, through a central angle of 00°20'20", subtending a 7.01 foot chord which bears S87°47'49"W, for an arc distance of 7.01 feet to the point of tangency on said Right of Way Line of NW 14th STREET; thence run S87°37'39"W, along said Right of Way Line, and across part of said Lot 2, for a distance of 18.00 feet to the point of intersection with the West line of the East 25.00 feet of said Lot 2; thence run N01°12'06"W, along the last described easement line, for a distance of 30.01 feet to the point of intersection with the South line of the North 25.00 feet said Lots 1 and 2 in Block 23; thence run S87°37'39"W, along the last described easement line, for a distance of 24.43 feet to the point of intersection with the East line of the West 25.00 feet of said Lot 1 in Block 23; thence run S01°12'06"E, along the last described easement line, for a distance of 30.01 feet to the point of intersection with the Northerly Right of Way Line of NW 14th STREET as shown in said F.D.O.T. Right of way Map 87200-000; thence run S87°37'39"W, along said Right of Way Line, and across part of said Lot 1, for a distance of 25.01 to the point of intersection with the West line of said Lot 1 in Block 23 in Plat Book 2, at Page 70; thence run N01°12'06"W, along the West line of said Lot 1, for a distance of 55.01 feet to the point of intersection with the North line of said Lot 1 in Block 23; thence run N87°37'39"E, along the North line of said Lots 1 and 2, for a distance of 68.46 feet to a point on a circular curve concave to the Southwest, thence run southeasterly, along said circular curve, having a radius of 1,037.25 feet through a central angle of 00°21'46" subtending a 6.57 foot chord, which bears S66°45'07"E, for and arc distance of 6.57 feet to the POINT OF BEGINNING. Containing an area of 3,353 square feet, more or less.

THIS DOCUMENT CONSISTS OF FOUR (4) 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 729			
PARCEL ENLARGED	J. ZAMORA	09-03-2015	STATE ROAD NO. 836		MIAMI-DADE COUNTY	
ADD "CB" TO LEGEND	ILS	08-14-2015				
FIXED DIMENSION	J. ZAMORA	06-07-2015	BY	DATE	PREPARED BY: CH. PEREZ & ASSOCIATES CONSULTING ENGINEERS, INC. 1504 NW 21st, SUITE 201, BOCA RATON, FL 33433 TEL: 561-492-1070 / FAX: 561-492-1076 LB 9385	
MDX COMMENTS	J. ZAMORA	05-22-2015	DRAWN	T.MOREJON	01-26-2015	DATA SOURCE: SEE GENERAL NOTES
REVISION	BY	DATE	CHECKED	A.TORAC	01-26-2015	Proj. NO. 83611 SECTION 87200 SHEET 1 OF 4

Jzamor

2/16/2011

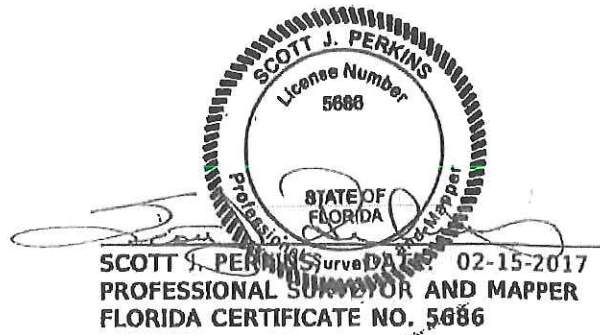
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Z:\MDX\83611\51\RIGHT-WAY MAP - (CHANGE CONSTRUCTION EASEMENT)\RHH\PARCEL\LS\PS 11\RRP5729.dgn

79

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 S 87°37'39" W along the Monument Line of NW 14th STREET between SW 6th AVENUE and NW 6th COURT.
4. Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
5. Prepared for MIAMI-DADE EXPRESSWAY AUTHORITY.
6. Date Prepared: January 26th, 2015.



THIS DOCUMENT CONSISTS OF FOUR (4) 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 729**

			STATE ROAD NO. 836				MIAMI-DADE COUNTY	
PARCEL ENLARGED	J. ZAMORA	09-03-2015	BY	DATE	PREPARED BY: CIVIL ENGINEERING ASSOCIATES CONSULTING ENGINEERS, INC. 8544 HWY 41A, STREET, SUITE 201, DORAL, FL 33178 TEL: 305-592-1870 / FAX: 305-592-1870 LB 7300	DATA SOURCE: SEE GENERAL NOTES		
ADD "CB" TO LEGEND	JLS	08-14-2015	DRAWN	T.MOREION	01-26-2015	Proj. NO. 83611		
FIXED DIMENSION	J. ZAMORA	06-07-2015	CHECKED	A.TOIRAC	01-26-2015	SECTION 87200	SHEET 2 OF 4	
MDX COMMENTS	J. ZAMORA	05-22-2015						
REVISION	BY	DATE						

jzamora

3/18/2015

11:4:53 AM

Z:\SDX\83611\15\RIGHT-WAY MAP - (CHANGE CONSTRUCTION EASEMENTS)\RHW MAP\PARCELS\FPS 129\RWPS129.dgn

SO

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
729	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT	3,353 SF	UNDETERMINED	

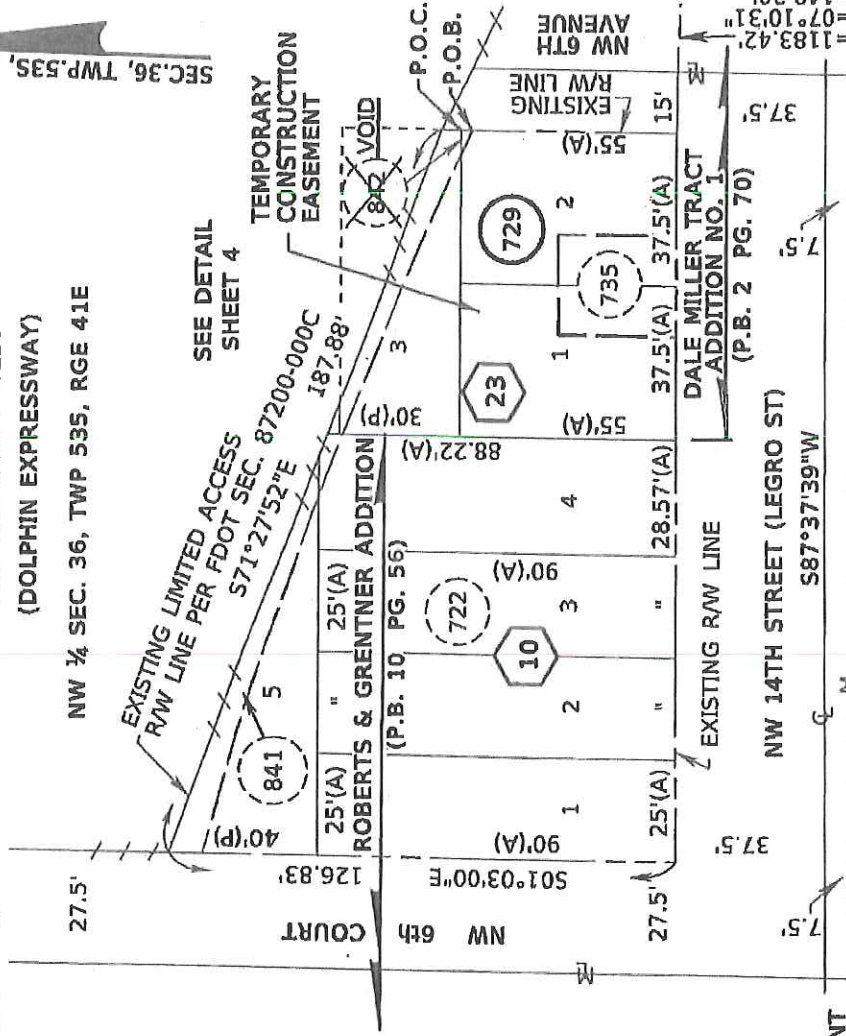
- LEGEND:
- (A) = CITY OF MIAMI ATLAS
 - C = CENTERLINE
 - B = BASELINE
 - P = PROPERTY LINE
 - (P) = PLAT
 - LB = LICENSED BUSINESS
 - N/A = NOT APPLICABLE
 - PG. = PAGE
 - P.B. = PLAT BOOK
 - R/W = RIGHT OF WAY
 - L/A = LIMITED ACCESS R/W
 - SEC. = SECTION
 - TWP. = TOWNSHIP
 - RGE. = RANGE
 - S.R.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



SEC. 36, TWP. 53S, RGE. 41E

S.R. 836 EAST - WEST
(DOLPHIN EXPRESSWAY)

NW ¼ SEC. 36, TWP. 53S, RGE. 41E



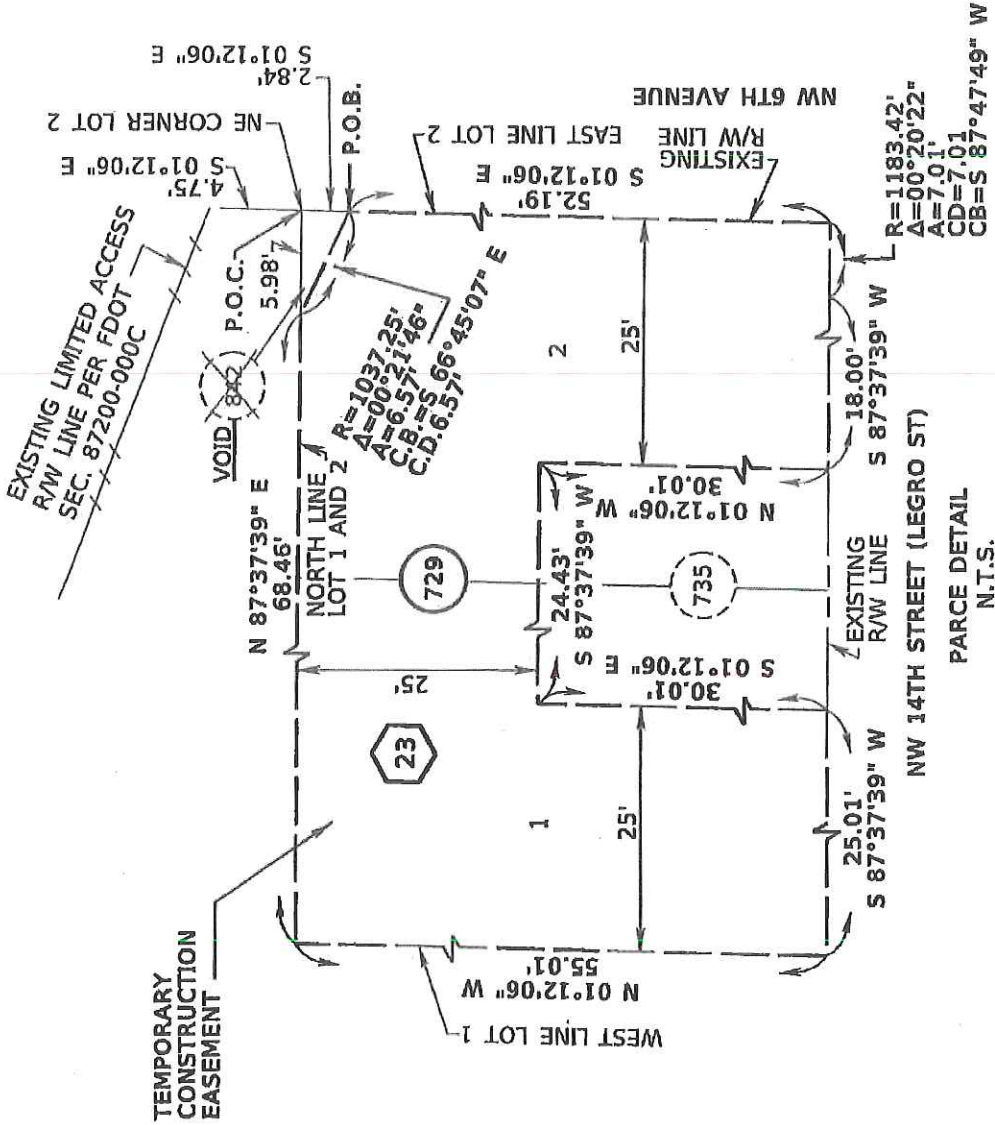
THIS DOCUMENT CONSIST OF FOUR (4) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER

THIS IS NOT A SURVEY

MIAMI-DADE EXPRESSWAY AUTHORITY		STATE ROAD NO. 836		MIAMI-DADE COUNTY	
SKETCH TO ACCOMPANY LEGAL DESCRIPTION		DRAWN BY T. MOREJON 02-18-2015		DATA SOURCE: SEE GENERAL NOTES	
REVISION		CHECKED A. TORAC 02-18-2015		SECTION 87200	
OWNER'S NAME CHANGED J. ZAMORA 02-15-2017		DATE		SHEET 3 OF 4	
VOID PARCEL 842		BY J. ZAMORA 08-26-2016		Proj. NO. 83611	
CHANGE PROPOSED TO TEMPORARY		DATE		ZANDRONE CONSULTING ENGINEERS, INC.	
PARCEL ENLARGED		DATE		S.W. 1/4 SEC. 36, TWP. 53S, RGE. 41E	
DIM. FIX & C.B. ADDED		DATE		REL. 305-585-1067 / FAX. 305-585-1068 US 1160	

REPAIRED BY: ZANDRONE CONSULTING ENGINEERS, INC. S.W. 1/4 SEC. 36, TWP. 53S, RGE. 41E DATE 02/18/2015

SEC. 36, TWP. 53S, RGE. 41E



THIS DOCUMENT CONSISTS OF FOUR (4) 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	
VOID PARCEL 842	J. ZAMORA	08-26-2016	BY	DATE	DATA SOURCE:
CHANGE PROPOSED TO TEMPORARY	J. ZAMORA	08-26-2016	J. ZAMORA	08-31-2015	SEE GENERAL NOTES
PARCEL ENLARGED	J. ZAMORA	09-03-2015	CHECKED	A.TORAC	SECTION 87200
REVISION			BY		PROJECT NO. 83611
					SHEET 4 OF 4

PREPARED BY: CHRYSLER & ASSOCIATES CONSULTING ENGINEERS, INC. 1500 NW 36th Street, Suite 200, Fort Lauderdale, FL 33309-4070 FAX: 305-588-7318
 2:50DKUL31711315181017-147 MAP - (CHANGE CONSTRUCTOR EASEMENT) (PART) PARCEL 842 7.25' R/W 5/22/2016

2/16/2017

J. Zamora

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ATTACHMENT 3D

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

Folio No. a portion of
#01-3136-031-6270/Parcel 735

TEMPORARY EASEMENT

THIS EASEMENT, made this ____ day of _____, 20__, (the "Effective Date") by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, and its successors in interest, party of the first part or Grantor, whose Post Office address is 111 N.W. 1st Street, Suite 17-202 Miami, Florida 33128, c/o Miami-Dade County Corrections Department, and the MIAMI-DADE EXPRESSWAY AUTHORITY, a political subdivision of the State of Florida its successors and assigns, (collectively referred to as "Grantee"), party of the second part, whose address is 3790 N.W. 21 Street Miami, Florida 33142.

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 ("Project"), 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 735 (Construction Easement)

PROJECT No. 83611

That easement being a portion of Lots 1 and 2, in Block 23, of "DALE MILLER TRACT ADDITION No. 1", according to the Plat thereof, as recorded in Plat Book 2, at Page 70 of the Public Records of Miami-Dade County, Florida, lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Lot 1, in Block 23 of "DALE MILLER TRACT ADDITION No. 1"; thence run S01°12'06"E, along the West line of said Lot 1, for a distance of 55.01 feet to the point of intersection with the Northerly Right of Way Line of NW 14th STREET as shown in said F.D.O.T. Right of way Map 87200-000C; thence run N87°37'39"E, along said Right of Way Line of NW 14th STREET, and across part of said Lot 1, for a distance of 25.01 feet to the point of intersection with the East line of the West 25.00 feet of said Lot 1 and the **POINT OF BEGINNING** of the hereinafter described easement; thence run N01°12'06"W, along the last intersected easement line, for a distance of 30.01 feet to the point of intersection with the South line of the North 25.00 feet of said Lots 1 and 2 in Block 23; thence run N87°37'39"E, along the last intersected easement line, for a distance of 24.43 feet to the point of intersection with the West line of the East 25.00 feet of said Lot 2 in Block 23; thence run S01°12'06"E, along the last intersected easement line, for a distance of 30.01 feet to the point of intersection with the Northerly Right of Way Line of NW 14th STREET as shown in said F.D.O.T. Right of way Map 87200-000C; thence run S87°37'39"W, along said Right of Way Line, and across part of said Lots 2 and 1, for a distance of 24.43 feet to the **POINT OF BEGINNING**.

Containing an area of 733 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.

In the event that Grantee fails to comply with its obligations under the Lease Agreement recorded in the public records in Official Records Book ____, Page ____, or with the obligations set forth in the Interlocal Agreement recorded in Official Records Book ____, Page ____, then Grantor shall provide written notice of such failure to comply to Grantee. In the event that Grantee does not comply or cure the defect within fifteen business days of such written notice, or such other timeframe as is reasonably required to effect such cure as agreed to by the parties, then Grantor may terminate this easement, and title to the Property shall revert to Grantor, and Grantor shall have the right to immediately possess same. In such event, at Grantor's election, Grantee shall forthwith 1) restore the Property to its condition prior to conveyance to Grantor, or 2) reimburse Grantor for the cost of such restoration within 30 days of invoicing or pursuant to a timeframe mutually agreed upon by the parties.

THIS EASEMENT shall commence on the Effective Date and shall expire sixty (60) months thereafter or upon final completion of construction of Grantee's Project referenced herein, whichever occurs first. In the event that the construction, expansion, and the renovation of the 836 Expressway is permanently abandoned or discontinued, 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 once 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 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 that 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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the Miami-Dade Expressway Authority signing by and through its Executive Director, and Miami-Dade County signing by and through the Mayor or by the County Mayor's designee, each duly authorized to execute same.

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved

Javier Rodriguez, P.E., Executive Director

Approved as to form and legal sufficiency

Carlos Zaldivar, General Counsel

Approved by MDX Operations Committee
Approved by MDX Board

(Official Seal)

ATTEST:

**HARVEY RUVIN,
CLERK OF SAID BOARD**

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

By: _____
Deputy Clerk

By: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

County Attorney

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2019.

LEGAL DESCRIPTION - PARCEL 735:

That easement being a portion of Lots 1 and 2, in Block 23, of "DALE MILLER TRACT ADDITION No. 1", according to the Plat thereof, as recorded in Plat Book 2, at Page 70 of the Public Records of Miami-Dade County, Florida, lying in the NW 1/4 of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida, being more particularly described as follows:
COMMENCE at the Northwest corner of said Lot 1, in Block 23 of "DALE MILLER TRACT ADDITION No. 1" thence run S01°12'06"E, along the West line of said Lot 1, for a distance of 55.01 feet to the point of Intersection with the Northerly Right of Way Line of NW 14" STREET as shown in said F.D.O.T. Right of way Map 87200-000C; thence run N87°37'39"E, along said Right of Way Line of NW 14" STREET, and across part of said Lot 1, for a distance of 25.01 feet to the point of intersection with the East line of the West 25.00 feet of said Lot 1 and the **POINT OF BEGINNING** of the hereinafter described easement; thence run N01°12'06"W, along the last intersected easement line, for a distance of 30.01 feet to the point of intersection with the South line of the North 25.00 feet of said Lots 1 and 2 in Block 23; thence run N87°37'39"E, along the last intersected easement line, for a distance of 24.43 feet to the point of intersection with the West line of the East 25.00 feet of said Lot 2 in Block 23; thence run S01°12'06"E, along the last intersected easement line, for a distance of 30.01 feet to the point of intersection with the Northerly Right of Way Line of NW 14" STREET as shown in said F.D.O.T. Right of way Map 87200-000C; thence run S87°37'39"W, along said Right of Way Line, and across part of said Lots 2 and 1, for a distance of 24.43 feet to the **POINT OF BEGINNING**.
 Containing an area of 733 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 S 87°52'14" E along the Monument Line of NW 14th STREET between NW 9th AVENUE and NW 10th 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: Sep 08th, 2015.

THIS DOCUMENT CONSISTS OF THREE (3) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.


 JOSE L. SANFIEL, DATE: 11-03-2015
 PROFESSIONAL LAND SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5636

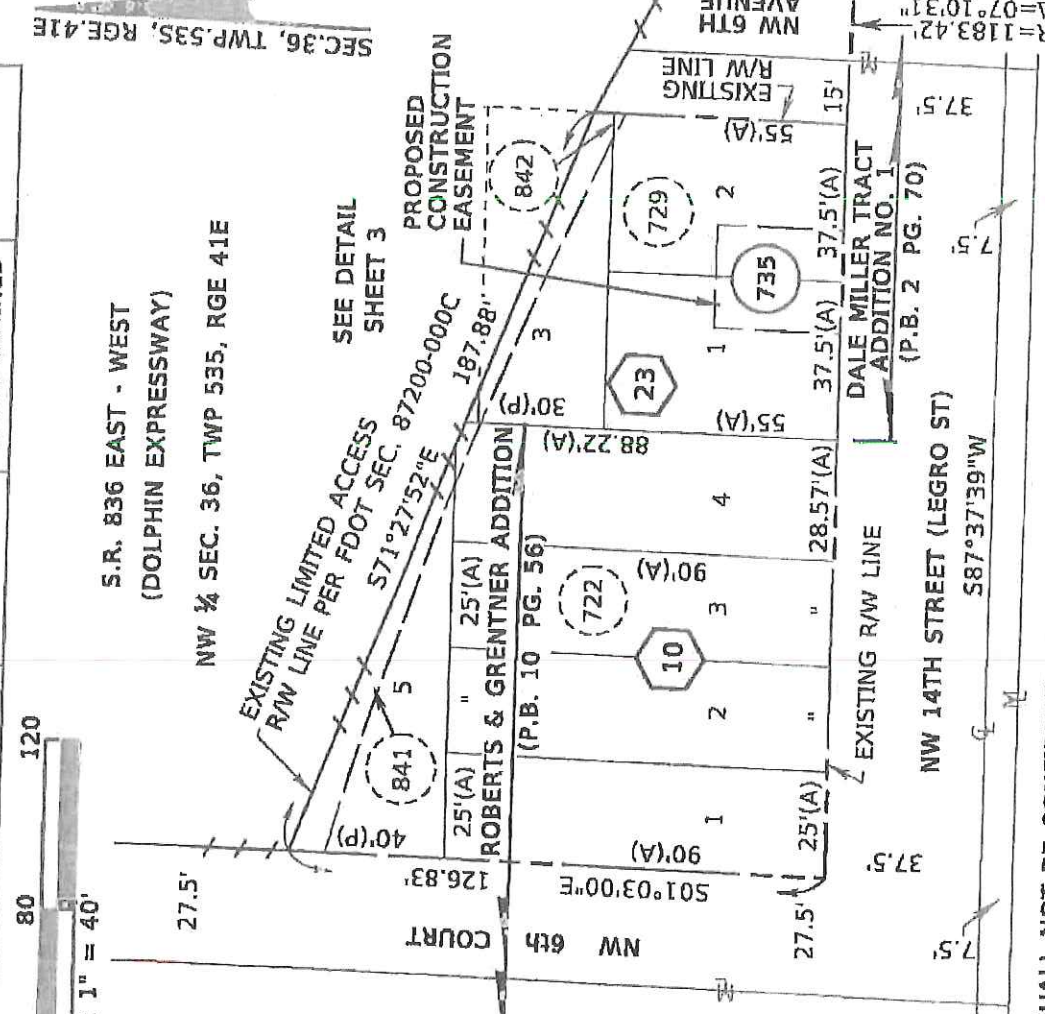
THIS IS NOT A SURVEY

**MIAMI-DADE EXPRESSWAY AUTHORITY
 LEGAL DESCRIPTION-PARCEL 735**

		STATE ROAD NO. 836				MIAMI-DADE COUNTY	
CORRECT OWNER	JLS	11-03-15					
729 TO 735 IN BOX	J. ZAMORA	09-21-2015	BY	DATE	PREPARED BY: CH. PERRY & ASSOCIATES CONSULTING ENGINEERS, P.C. 8994 NW 41st STREET, SUITE 201, DL #16-33174 TEL: 305-592-0970 / FAX: 305-592-1074 LG 7-560	DATA SOURCE: SEE GENERAL NOTES	
NEW PARCEL	J. ZAMORA	09-08-2015	DRAWN	J. ZAMORA	09-08-2015	Proj. NO. B3611 SECTION 87200 SHEET 1 OF 3	
REVISION			CHECKED	A. TORRAC	09-08-2015		
SUSERS	BY	DATE	ST/IES	ST/IES	ST/IES		

PARCEL NO.	735	OWNER'S NAME	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT	PARCEL AREA	733 SF	REMAINDER	UNDETERMINED	COMMENTS
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- LEGEND:**
- (A) = CITY OF MIAMI ATLAS
 - C = CENTERLINE
 - B = BASELINE
 - P = PROPERTY LINE
 - (P) = PLAT
 - LB = LICENSED BUSINESS
 - N/A = NOT APPLICABLE
 - PG. = PAGE
 - P.B. = PLAT BOOK
 - R/W = RIGHT OF WAY
 - L/A = LIMITED ACCESS R/W
 - SEC. = SECTION
 - TWP. = TOWNSHIP
 - RGE. = RANGE
 - S.R. = STATE ROAD
 - SF = SQUARE FEET
 - PROJ. = PROJECT
 - P.O.C. = POINT OF COMMENCE
 - P.O.B. = POINT OF BEGINNING
 - FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
 - R = RADIUS
 - A = CURVE LENGTH
 - Δ = DELTA
 - CD = CHORD DISTANCE
 - CB = CHORD BEARING
 - N.T.S. = NOT TO SCALE
 - No. = NUMBER
 - 10 = BLOCK IDENTIFICATION NUMBER
 - 735 = PARCEL IDENTIFICATION NUMBER
 - = EXISTING L/A R/W LINE
 - - - - = PROPOSED L/A R/W LINE
 - - - - = PROPOSED CONSTRUCTION EASEMENT



THIS DOCUMENT CONSIST OF THREE (3) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER

MIAMI-DADE EXPRESSWAY AUTHORITY
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 836

CORRECT OWNER	JLS	DATE	11-03-15
OWNER CHANGED (T.S.)	J. ZAMORA	DATE	09-23-2015
NEW PARCEL	J. ZAMORA	DATE	09-06-2015
REVISION	BY	DATE	

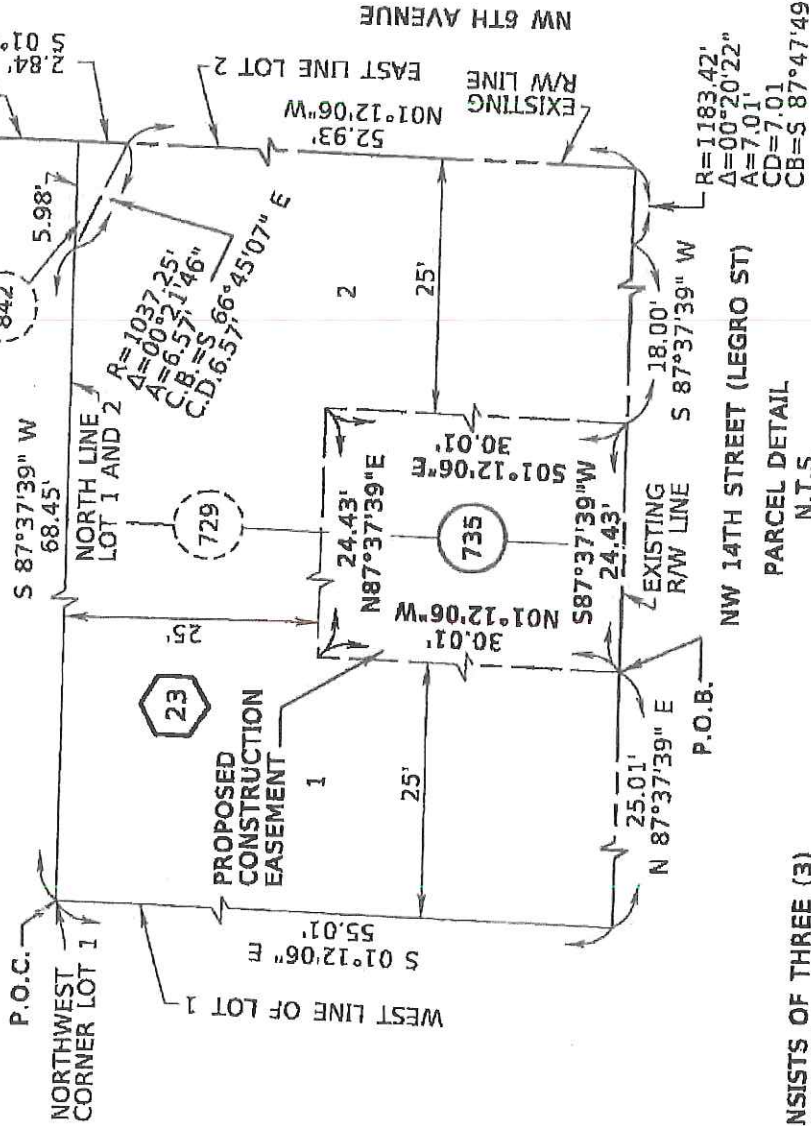
PREPARED BY: J. ZAMORA, ENGINEER, INC. (P.E. NO. 12574)
 DATA SOURCE: SEE GENERAL NOTES

Proj. NO. 83611 SECTION 87200 SHEET 2 OF 3

THIS IS NOT A SURVEY

SEC. 36, TWP. 53S, RGE. 41E

EXISTING LIMITED ACCESS
R/W LINE PER FDOT
SEC. 87200-000C



THIS DOCUMENT CONSISTS OF THREE (3) SHEETS AND SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS EACH SHEET IS ATTACHED TO THE OTHER.

MIAMI-DADE EXPRESSWAY
AUTHORITY
SKETCH TO ACCOMPANY
LEGAL DESCRIPTION

STATE ROAD NO. 836

THIS IS NOT A SURVEY

MIAMI-DADE COUNTY

DATA SOURCE:
SEE GENERAL NOTES

SECTION 87200 SHEET 3 OF 3

PREPARED BY:
CONSULTING ENGINEERS, INC.
1101 NW 13th St., Suite 200, Ft. Lauderdale, FL 33304
TEL: (954) 561-7700 FAX: (954) 561-7700

BY	DATE
J. ZAMORA	08-31-2015

DRAWN	CHECKED
J. ZAMORA	A. TOURAC

REVISION	DATE
NEW PARCEL	08-08-2015

PROJECT NO. 83611
DATE: 08-31-2015

FILES

ATTACHMENT 3E

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

Folio No. a portion of
#01-3136-031-6731/Parcel 736

TEMPORARY EASEMENT

THIS EASEMENT, made this ____ day of _____, 20__, (the "Effective Date") by MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida, and its successors in interest, party of the first part or Grantor, whose Post Office address is 111 N.W. 1st Street, Suite 17-202 Miami, Florida 33128, c/o Miami-Dade County Corrections Department, and the MIAMI-DADE EXPRESSWAY AUTHORITY, a political subdivision of the State of Florida its successors and assigns, (collectively referred to as "Grantee"), party of the second part, whose address is 3790 N.W. 21 Street Miami, Florida 33142.

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 ("Project"), 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 736 (Construction Easement)

PROJECT No. 83611

That easement being a portion of the West 25.00 feet of Lot 33, in Block 24 of "**DALE MILLER TRACT ADDITION No. 1**", according to the plat thereof, recorded in Plat Book 2, at Page 70, of the Public Records of Miami-Dade County, Florida, and lying in the NW ¼ of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida; being more particularly described as follows:

COMMENCE at the point of intersection of the West line of said Lot 33, in Block 24 of "Dale Miller Tract Addition No. 1", coincident with the East Right of Way line of NW 6th AVENUE, with the Existing Limited Access Right of Way Line of SR 836 ramp lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map Section 87200-000C; thence run S01°12'06"E, along said East line of the West 25.00 feet of said Lot 33, for a distance of 7.59 feet to the **POINT OF BEGINNING** of the hereinafter described Easement; thence run S60°43'47"E, along the Northeasterly line of the herein described Easement, for a distance of 29.01 feet, to the point of intersection with the East line of the West 25.00 feet of said Lot 33, in Block 24 of "Dale Miller Tract Addition No. 1", thence run S01°12'06"E, along last described East line of the West 25.00 feet of said Lot 33, for a distance of 18.68 feet to the point of intersection with the Northerly Right of Way Line of NW 14th STREET as shown in said F.D.O.T. Right of way Map 87200-000C, said point being on a circular curve concave to the Southwest; thence run Northwesterly along said circular curve and Northerly Right of Way Line, having a radius of 1,183.42 feet, through a central angle of 01°12'39", subtending a 25.01 foot chord which bears N89°29'20"W, for an arc distance of 25.02 feet to

point of intersection with the West line of said Lot 33, in Block 24 of "Dale Miller Tract Addition No. 1"; thence run N01°12'06"W, along last described West line of said Lot 33, for a distance of 32.64 feet to the point of intersection with Northeasterly line of the herein described Easement, and the **POINT OF BEGINNING**.

Containing an area of 640 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.

In the event that Grantee fails to comply with its obligations under the Lease Agreement recorded in the public records in Official Records Book ____, Page ____, or with the obligations set forth in the Interlocal Agreement recorded in Official Records Book ____, Page ____, then Grantor shall provide written notice of such failure to comply to Grantee. In the event that Grantee does not comply or cure the defect within fifteen business days of such written notice, or such other timeframe as is reasonably required to effect such cure as agreed to by the parties, then Grantor may terminate this easement, and title to the Property shall revert to Grantor, and Grantor shall have the right to immediately possess same. In such event, at Grantor's election, Grantee shall forthwith 1) restore the Property to its condition prior to conveyance to Grantor, or 2) reimburse Grantor for the cost of such restoration within 30 days of invoicing or pursuant to a timeframe mutually agreed upon by the parties.

THIS EASEMENT shall commence on the Effective Date and shall expire sixty (60) months thereafter or upon final completion of construction of Grantee's Project referenced herein, whichever occurs first. In the event that the construction, expansion, and the renovation of the 836 Expressway is permanently abandoned or discontinued, 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 once 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.

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

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 that 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.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURE PAGES TO FOLLOW.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the Miami-Dade Expressway Authority signing by and through its Executive Director, and Miami-Dade County signing by and through the Mayor or by the County Mayor's designee, each duly authorized to execute same.

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved

Javier Rodriguez, P.E., Executive Director

Approved as to form and legal sufficiency

Carlos Zaldivar, General Counsel

Approved by MDX Operations Committee

(Official Seal)

ATTEST:

**HARVEY RUVIN,
CLERK OF SAID BOARD**

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

By: _____
Deputy Clerk

By: _____
County Mayor or County Mayor's Designee

Approved by County Attorney
as to form and legal sufficiency

County Attorney

The foregoing was authorized and approved by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 2019.

LEGAL DESCRIPTION - PARCEL 736:

That easement being a portion of the West 25.00 feet of Lot 33, in Block 24 of "DALE MILLER TRACT ADDITION No. 1", according to the plat thereof, recorded in Plat Book 2, at Page 70, of the Public Records of Miami-Dade County, Florida, and lying in the NW 1/4 of Section 36, Township 53 South, Range 41 East, Miami-Dade County, Florida; being more particularly described as follows:

COMMENCE at the point of Intersection of the West line of said Lot 33, in Block 24 of "Dale Miller Tract Addition No. 1", coincident with the East Right of Way line of NW 6" AVENUE, with the Existing Limited Access Right of Way Line of SR 836 ramp lying Southwesterly of SR 836 as per F.D.O.T. Right of Way Map Section 87200-000C; thence run S01°12'06"E, along said East line of the West 25.00 feet of said Lot 33, for a distance of 7.59 feet to the POINT OF BEGINNING of the hereinafter described Easement; thence run S60°43'47"E, along the Northeasterly line of the herein described Easement, for a distance of 29.01 feet, to the point of Intersection with the East line of the West 25.00 feet of said Lot 33, in Block 24 of "Dale Miller Tract Addition No. 1", thence run S01°12'06"E, along last described East line of the West 25.00 feet of said Lot 33, for a distance of 18.68 feet to the point of Intersection with the Northerly Right of Way Line of NW 14" STREET as shown in said F.D.O.T. Right of way Map 87200-000C, said point being on a circular curve concave to the Southwest; thence run Northwesterly along said circular curve and Northerly Right of Way Line, having a radius of 1,183.42 feet, through a central angle of 01°12'39", subtending a 25.01 foot chord which bears N89°29'20"W, for an arc distance of 25.02 feet to point of Intersection with the West line of said Lot 33, in Block 24 of "Dale Miller Tract Addition No. 1"; thence run N01°12'06"W, along last described West line of said Lot 33, for a distance of 32.64 feet to the point of Intersection with Northeasterly line of the herein described Easement, and the POINT OF BEGINNING.

Containing an area of 640 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 S 87°52'14" E along the Monument Line of NW 14th STREET between NW 9th AVENUE and NW 10th 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: Sep 2th, 2015.

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


JOSE L. SANFIEL, DATE: 09-03-2015
PROFESSIONAL LAND SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5636

THIS IS NOT A SURVEY

			MIAMI-DADE EXPRESSWAY AUTHORITY		
			LEGAL DESCRIPTION-PARCEL 736		
			STATE ROAD NO. 836		
			MIAMI-DADE COUNTY		
			BY	DATE	PREPARED BY: CH. FERRIZ & ASSOCIATES CONSULTING ENGINEERS, INC. 8540 NW 41st STREET, SUITE 201, DORAL, FL 33178 TEL: 305-792-2870 / FAX: 305-592-3470 LA 2100
ADDED	J. ZAMORA	09-03-2015	DRAWN	J. ZAMORA	09-03-2015
REVISION	BY	DATE	CHECKED	A. TOIRAC	09-03-2015
			Proj. NO. B3611		SECTION 87200
					SHEET 1 OF 2

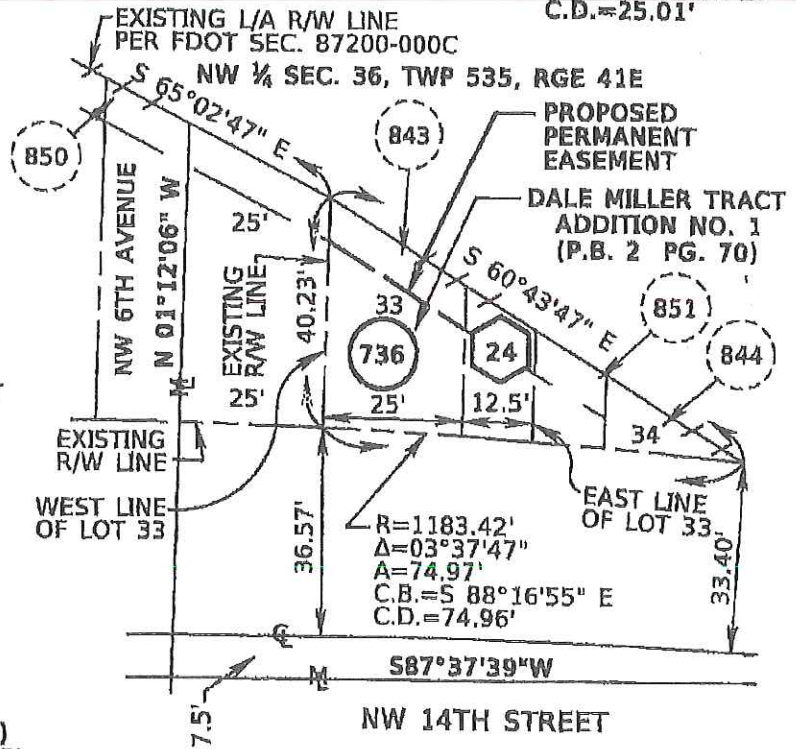
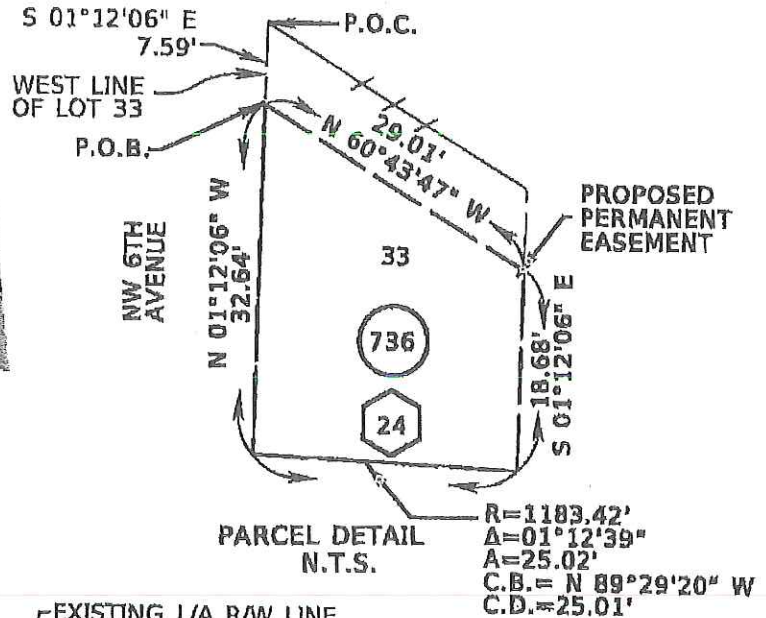
PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
736	MIAMI-DADE COUNTY CORRECTIONS DEPARTMENT	640 SF	UNDETERMINED	



LEGEND:

- FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
- S.R. = STATE ROAD
- C = CENTERLINE
- B = BASELINE
- P = PROPERTY LINE
- 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
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- - - - = EXISTING R/W LINE
- / - / - = EXISTING L/A R/W LINE
- - - - = PROPOSED PERMANENT EASEMENT
- (24) = BLOCK NUMBER
- (736) = PARCEL IDENTIFICATION NUMBER

SEC. 36, TWP. 53S, RGE. 41E



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
SKETCH TO ACCOMPANY LEGAL DESCRIPTION**

STATE ROAD NO. 836

MIAMI-DADE COUNTY

ADDED	J. ZAMORA	09-03-2015	DRAWN	J. ZAMORA	09-03-2015	PREPARED BY: CH. PREZ & ASSOCIATES, CONSULTING ENGINEERS, INC. 1504 NW 41st STREET, SUITE 101, BOCA RATON, FL 33431 TEL: 305-587-1070 / FAX: 305-587-1078	DATA SOURCE: SEE GENERAL NOTES
REVISION	BY	DATE	CHECKED	A. TOIRAC	09-03-2015	Proj. NO. 83611	SECTION 87200 SHEET 2 OF 2

JZamora

07/23/2015

11:13:52 AM

Z:\MXP\38111\131\RIGHT-WAY MAP - CHANGE CONSTRUCTION EASEMENT\R\NH\PARCELS\PS 736\RPV5756.dwg

ATTACHMENT 4

INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY

AND

MIAMI-DADE EXPRESSWAY AUTHORITY

FOR MDX Project No. 83611

Work Restrictions and Parking Modifications at 1401 NW 7th Avenue, Miami, FL 33136

This Interlocal Agreement (the "Agreement") is made and entered into on this ____ day of _____ 2019 ("Effective Date") by and between Miami-Dade County (the "County"), a political subdivision of the State of Florida and Miami-Dade County Expressway Authority, a body politic and corporate, a public instrumentality and an agency of the State of Florida, its successors or assigns ("MDX"). The parties are hereafter collectively referred to as "the Parties."

RECITALS:

WHEREAS, the purpose of this Agreement is to establish the terms and conditions upon which MDX will utilize certain property located at 1401 NW 7 Avenue, Miami, FL 33136, which is owned by the County, to design and construct a temporary parking lot to be used by the County's Women's Detention Center during MDX's State Road No. 836 (Dolphin Expressway) Project "Project"; and MDX use of certain temporary and permanent easements to be granted for County property to facilitate MDX's Dolphin Expressway Project; and

WHEREAS, the County owns fee simple title to the parcels of land listed in Exhibit "4" that were developed with a facility referred to as the Women's Detention Center located at 1401 NW 7 Avenue, Miami, Florida 33136 and operated by the Miami-Dade County Corrections and Rehabilitations Department (the "County Property"), which is adjacent to the Dolphin Expressway and which is to be used by MDX during the Project as a temporary construction staging area; and

WHEREAS, MDX is making improvements to the Dolphin Expressway that requires the use of portions of the MDX Property, as shown in the project sketches attached to this Agreement as Exhibit "1" and Exhibit "2"; and also requires the temporary and permanent use of portions of the County Property, as shown in the project sketches attached to this Agreement as Exhibit "3" and Exhibit "4"; and

WHEREAS, the following County parcels are located within the boundaries of the County Property: 719, 722, 729, 735, and 736 ("Parcels") shown on Exhibit "4" and described in Folio Numbers 01-3136-031-6290, 01-3136-031-6731, 01-3136-035-0040, 01-3136-035-0460, 01-3136-031-6250, and 01-3136-031-6270 (collectively, "Women's Detention Center Employee Parking Lot"); and

WHEREAS, pursuant to the terms of this Agreement, MDX will be granted access and allowed to utilize the Parcels that currently serve as one of the parking lots for the Miami-Dade County Women's Detention Center; and

WHEREAS, in order to make up for the temporary loss of parking on the MDX and County Property, MDX will construct a surface parking lot on the County Property identified by Folio Numbers 01-3135-019-0870, 01-3135-019-0880, 01-3135-019-0890, 01-3135-019-0900, 01-3135-019-0910 (collectively, the "Replacement Parking Lot" Exhibit "3"); and

WHEREAS, the Parties agree that it is in the best interest of each party for MDX to undertake and to complete all aspects of the Replacement Parking Lot, including but not limited to, the design, construction, construction inspection, utilities, permits, easements and other associated tasks; and

WHEREAS, the Parties further agree that is in the best interest of each party to enter into this Agreement in order to allow MDX to construct and complete the Project including the Replacement Parking Lot necessitated by and to facilitate the Project; and

WHEREAS, the Parties acknowledge that this Agreement is part of the consideration for the Temporary Construction Easements and Permanent Construction Easements entered into contemporaneously herewith in connection with the construction, renovation and maintenance of the 836 Expressway and further acknowledge that failure to comply with the provisions herein can result in the termination of such easements,

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

1. Incorporation of Recitals

The above recitals are incorporated as though fully set forth herein.

2. Project Construction Activity

MDX shall construct a surface parking lot on the Replacement Parking Lot, subject to the provisions herein, including but not limited to the design, construction, utilities, permits, easements and other associated tasks.

The following terms shall apply to MDX's construction activities within the Parcels on behalf of its Dolphin Expressway Project as well as MDX's construction of the Replacement Parking Lot necessitated by and to facilitate the Project:

- a. MDX shall be responsible for obtaining all permits with all County departments and agencies as required.

- b. MDX shall remain liable and responsible for any act or occurrence arising from any negligent or wrongful act or omission of MDX, its contractors, agents, or any other person or entity acting on its behalf, with respect to the design and construction of the Project or the Replacement Parking Lot.
- c. During the construction phase of the Dolphin Expressway Project, and at all times before Final Acceptance by MDX, MDX shall be responsible for staying within the Parcel limits and maintaining all adjacent side streets and areas utilized by MDX in an appropriate and safe state of repair. MDX shall be solely responsible for the personal safety of its employees, invitees, or any other person entering the Parcels and in connection with the Replacement Parking Lot, as well as any equipment or materials installed or brought into such areas.
- d. MDX shall promptly pay all persons or entities furnishing labor and material with respect to any work performed by MDX or its contractors, and shall obtain and deliver to the County “releases” or waivers of liens from all parties doing work on or about the Parcels and the Replacement Parking Lot, along with an affidavit from MDX stating that all bills have been paid with regard to such work and that there are no outstanding obligations owed with respect to any such work performed. MDX shall obtain all necessary permits and approvals required in accordance with applicable state, federal and local laws.
- e. Prior to commencing any construction and/or repairs to the Parcels, or any structure or improvements on or about the Parcels and for the Replacement Parking Lot, MDX shall obtain and deliver to the County, at its sole cost and expense, both a payment bond and performance bond, or such other alternate form of security, any or all of which meets the requirements of Section 255.05, Florida Statutes, as set forth below, not less than ten (10) days prior to the anticipated commencement date of the construction and/or repairs. Said payment and performance bonds shall be in favor of the County, the form of such bonds shall be as provided by Section 255.05, Florida Statutes, and each shall be in the amount of the entire cost of the Replacement Parking Lot and that portion of the Dolphin Expressway Project cost directly related to the Parcels, or any addition thereto, or in instance of repair, the total cost associated with the repair project regardless of the source of funding. The payment and performance bonds shall name the County as an obligee on the multiple obligee rider attached to the payment and performance bond and shall be issued by a surety insurer authorized to do business in the State of Florida. The bonds shall be subject to review and approval by Miami-Dade County, Internal Services Department, Risk Management Division, as well as to the Corrections and Rehabilitation Department. MDX shall be responsible for recording the bonds in the public records of Miami-Dade County and providing notice to subcontractors and suppliers, as required by Section 055.05 of the Florida Statutes. Said payment and performance bonds shall be maintained in full force and effect for

the duration of MDX's work within the Parcels and until the Replacement Parking Lot has been delivered to the County. However, the foregoing requirement of securing a payment and performance bonds shall not be required when such contract for any repair work is estimated, in accordance with generally accepted cost-accounting principles, to have a cost of less than \$200,000.00.

- f. Upon completion of the Replacement Parking Lot, MDX shall submit to the County final as-builts plans, and an engineering certification that construction of the Replacement Parking Lot was completed in accordance with the plans.

3. Procurement of Replacement Parking Lot Services

MDX shall have sole control and responsibility for the procurement, award and administration of the Project and the Replacement Parking Lot which is necessitated by and to facilitate the Project, which will be in accordance with MDX procurement policies and procedures, provided that all such procurement procedures meet all applicable state, federal and local requirements regarding construction.

MDX has adopted a Small Business Participation Policy for its procurements. Businesses that meet the requirement for the MDX Program are those meeting the requirements of the Small Business Enterprise-A&E (SBE-A&E) and Small Business Enterprise-Construction (SBE-Con) Programs operated and administered by Miami-Dade County as codified in Miami-Dade County Code of Ordinances, Part III, Chapter 2, Section 2-10.4.01 and Chapter 10, Section 10-33.02, respectively. MDX will satisfy its Small Business participation goals as outlined in MDX Contract No. 83611.

4. Conditions of Agreement during Construction

- a. Notification prior to commencement of Construction. The Design-Build Firm (Contractor) shall notify the Corrections and Rehabilitation Department one month prior to beginning of construction.

The following persons identified are hereby designated as the personnel authorized to receive notification, make day to day decisions, and otherwise represent the parties in connection with this agreement. Any change in these persons shall be notified in writing to the other party:

Eugenio Raposo
Construction Manager 3, CGC, PMP
Construction Management Division
Miami Dade Corrections and Rehabilitation Department

2525 NW 62nd Street, Suite 3269
Miami, Florida 33147
(786) 263-6407 Office
(305) 753-6714 Cell
ER02@miamidade.gov

And

Eduardo Villavicencio
Division Chief Construction Management Division
Miami Dade Corrections and Rehabilitation Department
2525 NW 62nd Street, Suite 3269
Miami, Florida 33147
(786) 263-6220 Office
(305) 646-8898 Cell
Evi11@miamidade.gov

5. Work Restrictions

- a. Neither MDX nor its contractors, agents, or employees, shall prevent access to the Women's Detention Center and Employee Parking Lot delivery bay, except during restrictions as listed in b) below.
- b. Access to and circulation within the Women's Detention Center and Employee Parking Lot (Exhibits "1" and "2") may be limited during certain construction activities, specifically the erection of beams and other overhead activities. These construction activities will be restricted to nighttime operations only and with prior notification two weeks in advance of said construction activities. The hours of operations requiring lane closures on NW 7th Avenue shall be coordinated with the maintaining agency. The hours of operations requiring temporary closure of the entrance to or affecting circulation within the Women's Detention Center Employee Parking Lot area shall be coordinated with the points of contact listed in Section 4.
- c. At no time will the Women's Detention Center and Employee Parking Lot be closed during construction except for access into and out of the facility as noted in b) above.

6. Parking Modifications

- a. The Design-Build Firm shall coordinate with the Department of Corrections regarding the existing Women's Detention Center and Employee Parking Lot prior to and during design and construction. All fencing, gates, pavement, drainage, lighting, pavement markings and security equipment impacted by the construction shall be replaced based on

the Corrections Department requirements. The parking stalls permanently impacted by the proposed construction (pier locations) are not required to be replaced. The fencing shall be as per the Department of Corrections direction (including barbed wire, gates, and height of fence). There are existing features that shall remain including but not limited to sheds, electrical equipment, and security equipment. Exhibit "1" entitled Corrections and Rehabilitation Department Existing Condition shows the existing facilities that may be impacted during construction in the vicinity of the proposed pier locations. The Design-Build Firm shall coordinate with the Corrections Department to mitigate any impacts based on the final alignment, pier locations and construction means and methods to be used.

b. The Design-Build Firm shall maintain the existing layout and circulation pattern of the Women's Detention Center and Employee Parking Lot (Exhibit "1"). The existing entrance along NW 7th Avenue is to be shifted to accommodate the proposed SR 836 EB piers. The SR 836 EB widening shall use straddle bents or other structural types to allow the proposed entrance location as shown on Exhibit "2" entitled Corrections and Rehabilitation Department Parking Lot 4 Proposed Conditions, which shows the proposed pier locations, the existing features in the background and shows a detail of the SR 836 widening showing a straddle bent pier, which allows in the final configuration, vehicle access between the pier columns.

c. The Design-Build Firm shall design and construct an alternative parking lot as shown on the Exhibit "3" entitled Replacement Parking Lot for Corrections and Rehabilitation Department within the area located at the northwest quadrant of NW 7th Avenue and NW 14th Street for use by the Department of Corrections during the construction activities within the Women's Detention Center and Employee Parking Lot and during the use of Parcels 719, 722, 729, 735 and 736 as a staging area. The Design-Build Firm shall scrape away the top soil to a depth of 9 inches, lightly compact the surface, place 9 inches of #5 course aggregate, spread 3 inches of #8 to fill in the top void, and finish with vibratory plate compacting the surface. Parking bumpers shall be used to delineate the parking stalls. (See Exhibit "3" entitled Replacement Parking Lot for Department of Corrections.) The Design-Build firm shall coordinate with the Department of Corrections for the type of fencing and lighting to be constructed. Type of fencing and lighting shall be per Department of Correction's requirements (including barbed wire, gates, and height of fence). The intent of the alternative parking lot is to replace lost parking due to construction activities, and is not intended to replace the entire Women's Detention Center and Employee Parking Lot parking which will remain open during construction.

d. The Design-Build Firm shall coordinate with the Department of Corrections prior to construction for the use of Parcels 719, 722, 729, 735 and 736 to the east of the Women's

Detention Center, as a staging area to facilitate the construction of the proposed improvements. If required, the contractor shall expand the Replacement Parking Lot to maintain an equal or greater amount of parking spaces based on the following criteria:

The Replacement Parking Lot shall be provided by the Design-Build Firm at all times during construction activities, and shall provide a number of parking spaces equal to or greater than the sum of parking spaces within the Women's Detention Center and Employee Parking Lot impacted by construction activities plus the number of spaces being impacted by construction staging activities on parcels 719, 722, 729, 735 and 736.

7. Cost

MDX shall be responsible and liable for all costs associated with implementing the requirements of this Agreement, and the County shall not be responsible for any costs or expenses unless specifically set forth herein.

8. Liability and Insurance

MDX shall ensure that its contractors and consultants (1) maintain, at all times during the construction, Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total or aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period; (2) provide contractual indemnity to both MDX and the County; and further, (3) name the County and its Board of Commissioners as an additional insured on all requisite liability insurance certificates for the Project.

9. Indemnification

To the extent and within the statutory limits provided in Florida law MDX agrees to indemnify, defend, save and hold harmless Miami-Dade County within the limits of Section 768.28, Florida Statutes, from all claims, demands, liabilities and suits as a result of MDX's negligence, or breach of this Agreement by MDX, its agents, employees, or contractors.

MDX accepts and shall be responsible for any and all liability for any and all claims or causes of action of whatsoever nature arising out of MDX's design and construction of the Project, and MDX shall remain liable and responsible for any act or occurrence arising from any negligent or wrongful act or omission of MDX, its contractors, agents, or any other person or entity acting on its behalf, with respect to the work performed in connection with the Project.

Should the Project be discontinued or abandoned by MDX after construction has commenced, as evidenced by all construction activity toward completion of the MDX construction activities having ceased for a period of twelve months or more, then the County may elect at its option to have MDX restore all County owned areas disrupted by such construction, at the sole cost and

expense of MDX. MDX shall commence such repair and restoration within 60 days of the written request by the County.

10. Dispute Resolution

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

11. Effective Date

This Agreement shall become effective on the Effective Date.

12. Counterparts

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

13. Amendment of Agreement.

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

14. Notices

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

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

- b. To County: Eduardo Villavicencio
Division Chief Construction Management Division
Miami-Dade Corrections and Rehabilitation Department
2525 NW 62nd Street, Suite 3269
Miami, Fl. 33147

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

15. No Third Party Beneficiaries to this Agreement

Nothing in this Agreement, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Agreement as a third party beneficiary or otherwise, except as specifically provided in this Agreement; (b) authorize anyone not a party to this Agreement to maintain an action pursuant to

or based upon this Agreement, or (c) be construed as a waiver of the sovereign immunity of the parties hereto under Florida Statute Section 768.28.

16. Entire Agreement

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

17. Governing Law

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

18. Joint Preparation

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

19. Time of the Essence

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[ONLY THE SIGNATURE PAGE REMAINS]

IN WITNESS WHEREOF, the County and MDX have executed this Agreement on the dates set forth below their respective signatures.

(OFFICIAL SEAL)

MIAMI-DADE COUNTY

BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST: HARVEY RUVIN, CLERK

By: _____

Carlos A. Gimenez, Mayor

By: _____

Date: _____

Deputy Clerk

Approved for legal sufficiency: _____

Assistant County Attorney

Witnesses:

Signature: _____

Print name: _____

Signature: _____

Print name: _____

MIAMI-DADE EXPRESSWAY AUTHORITY, a body politic and corporate, a public instrumentality, and an agency of the State of Florida

By: _____

Name: _____

Title: _____

Date: _____

Approved as to legal form and sufficiency by MDX General Counsel

By: _____

Carlos Zaldivar

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on _____ by _____, as _____ of Miami-Dade Expressway Authority, a body politic and corporate, a public instrumentality, and an agency of the State of Florida, on behalf of the Authority. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires _____

[SEAL]

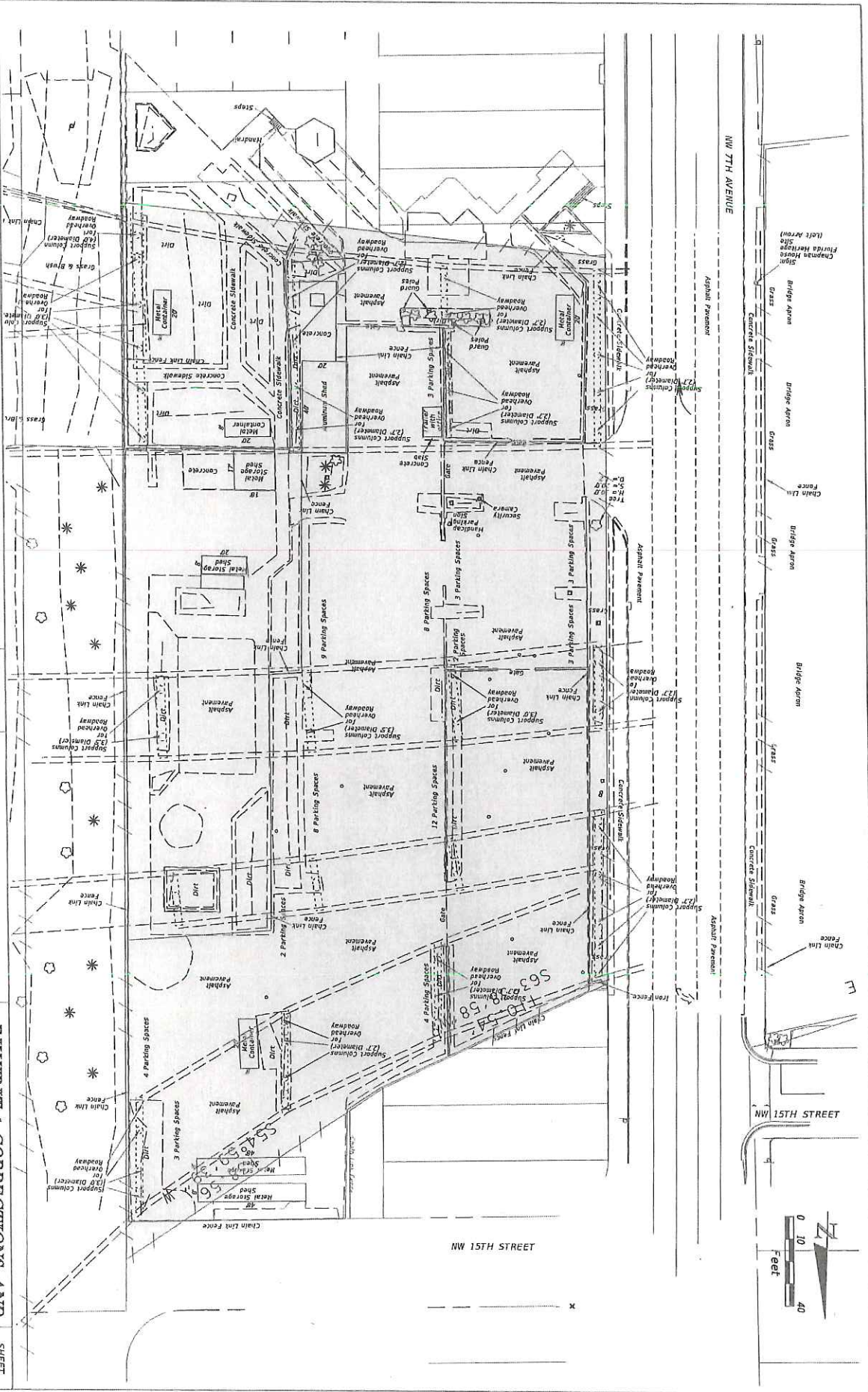
HNTB CORPORATION
 MDX General Engineering Consultant
 8700 WEST FLAMINGO STREET, SUITE 402
 T 305.551.8100 F 305.551.2800

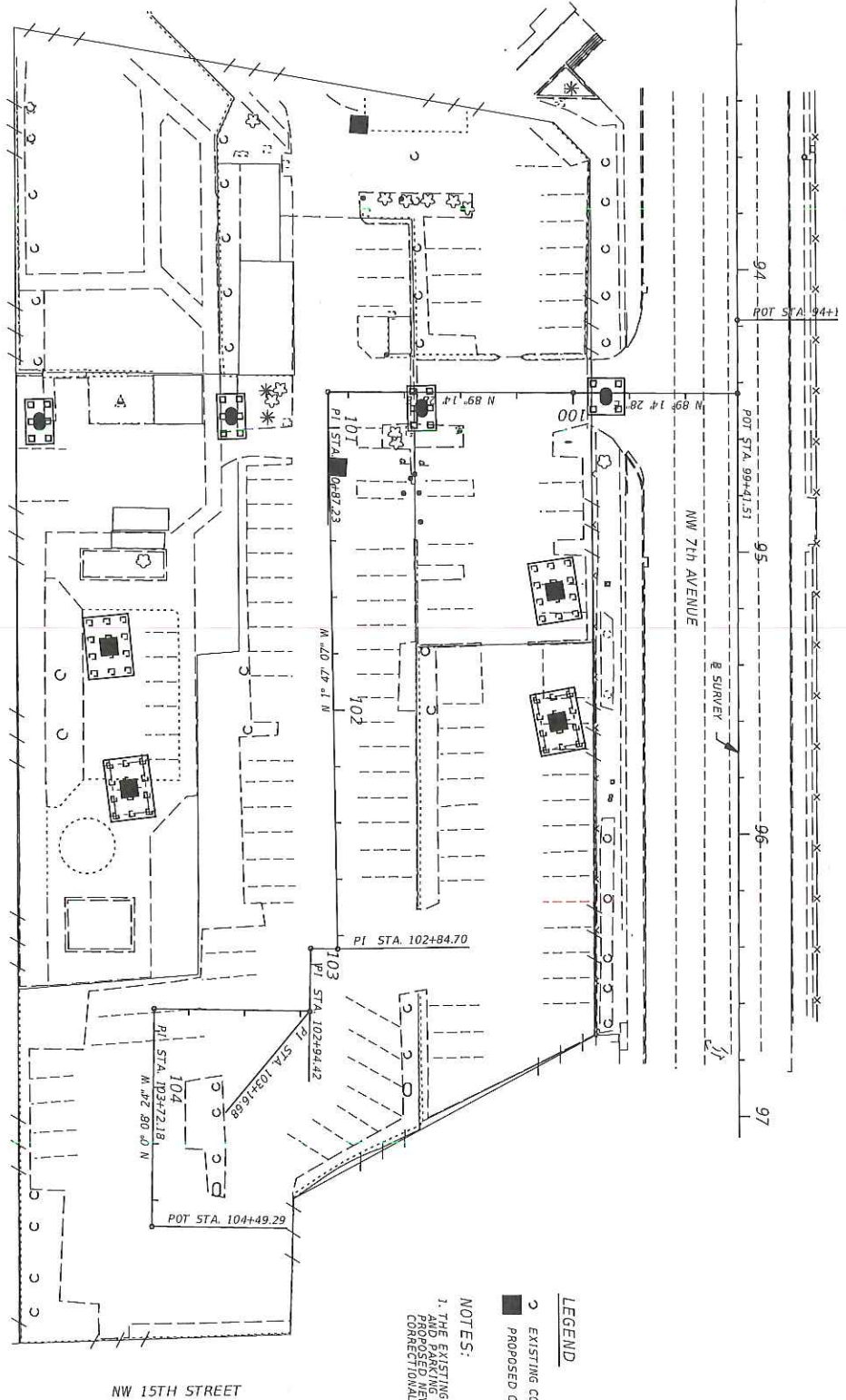
IN ASSOCIATION WITH:
 TRACE CONSULTANTS, BOTAS ENGINEERING,
 RIBBECK ENGINEERING, BCC ENGINEERING

MDX PROJECT 83611
 MIAMI-DADE COUNTY ROAD NO. 836
 MIAMI-DADE COUNTY MDX PROJECT NO. 8361

EXHIBIT 1 CORRECTIONS AND
 REHABILITATION DEPARTMENT
 EXISTING CONDITION

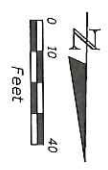
SHEET NO.





LEGEND
 2 EXISTING COLUMN
 ■ PROPOSED COLUMN

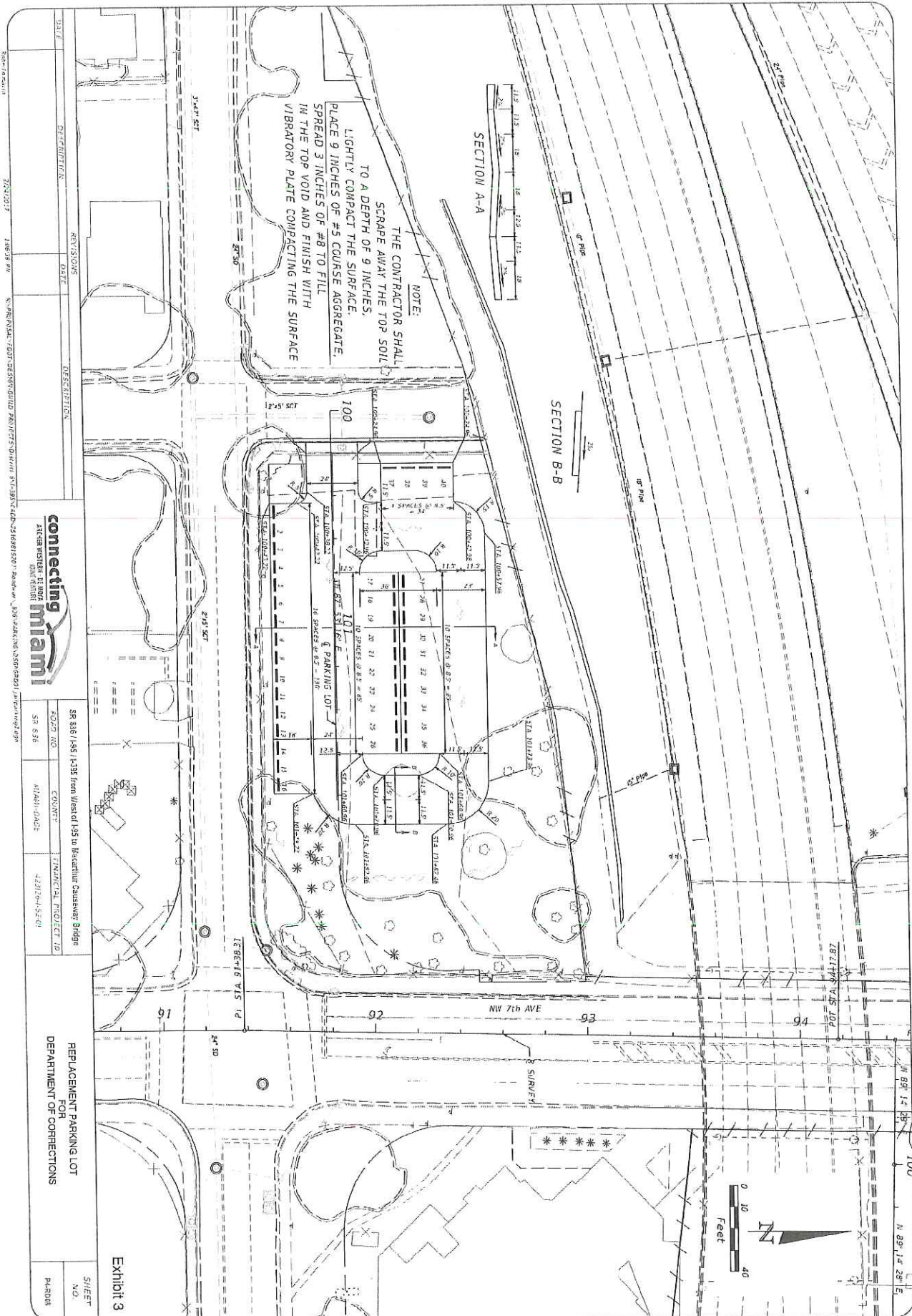
NOTES:
 1. THE EXISTING ENTRANCE (DRIVEWAY) OF THE FACILITY AND PARKING AREAS SHALL BE COORDINATED WITH THE CORRECTIONAL DEPARTMENT OFFICIALS DURING DESIGN.



REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION	
COUNTY	MIAMI-DADE	FINANCIAL PROJECT ID	MDX PROJ. No. B3611
ROAD NO.	SR 836	COUNTY PROJECT NUMBER	311712019
CORRECTIONS AND REHABILITATION		DEPARTMENT PARKING	
LOT 4		SHEET NO.	

EXHIBIT 2



NOTE:
 THE CONTRACTOR SHALL
 SCRAPE AWAY THE TOP SOIL
 TO A DEPTH OF 9 INCHES.
 LIGHTLY COMPACT THE SURFACE.
 PLACE 9 INCHES OF #5 COURSE AGGREGATE,
 SPREAD 3 INCHES OF #8 TO FILL
 IN THE TOP VOID AND FINISH WITH
 VIBRATORY PLATE COMPACTING THE SURFACE

DATE	DESCRIPTION	BY
02/11/17	REVISIONS	

connecting miami
 ARCHITECTURAL FIRM
 1000 BAYVIEW BLVD
 MIAMI, FL 33134
 305.371.1017

SR 816 1451 14391 from West of 145 to Baccarat Causeway Bridge
 2027 NO. COUNTY 1794000000 PROJECT ID
 SR 816 61441-0001 429126452 01

REPLACEMENT PARKING LOT FOR DEPARTMENT OF CORRECTIONS	SHEET NO. P4-006
---	------------------------

Exhibit 3



MOBILE DESIGN SERVICES, INC.
1519003
11/23/2018

APPROVED BY: [Signature]
DATE: 11/23/2018

REVISIONS
DESCRIPTION
DATE

MADE BY: [Signature]
CHECKED BY: [Signature]
DATE: 10/08/2014

PROJECT NAME: STATE ROAD 836 / DOLPHIN EXPRESS WAY

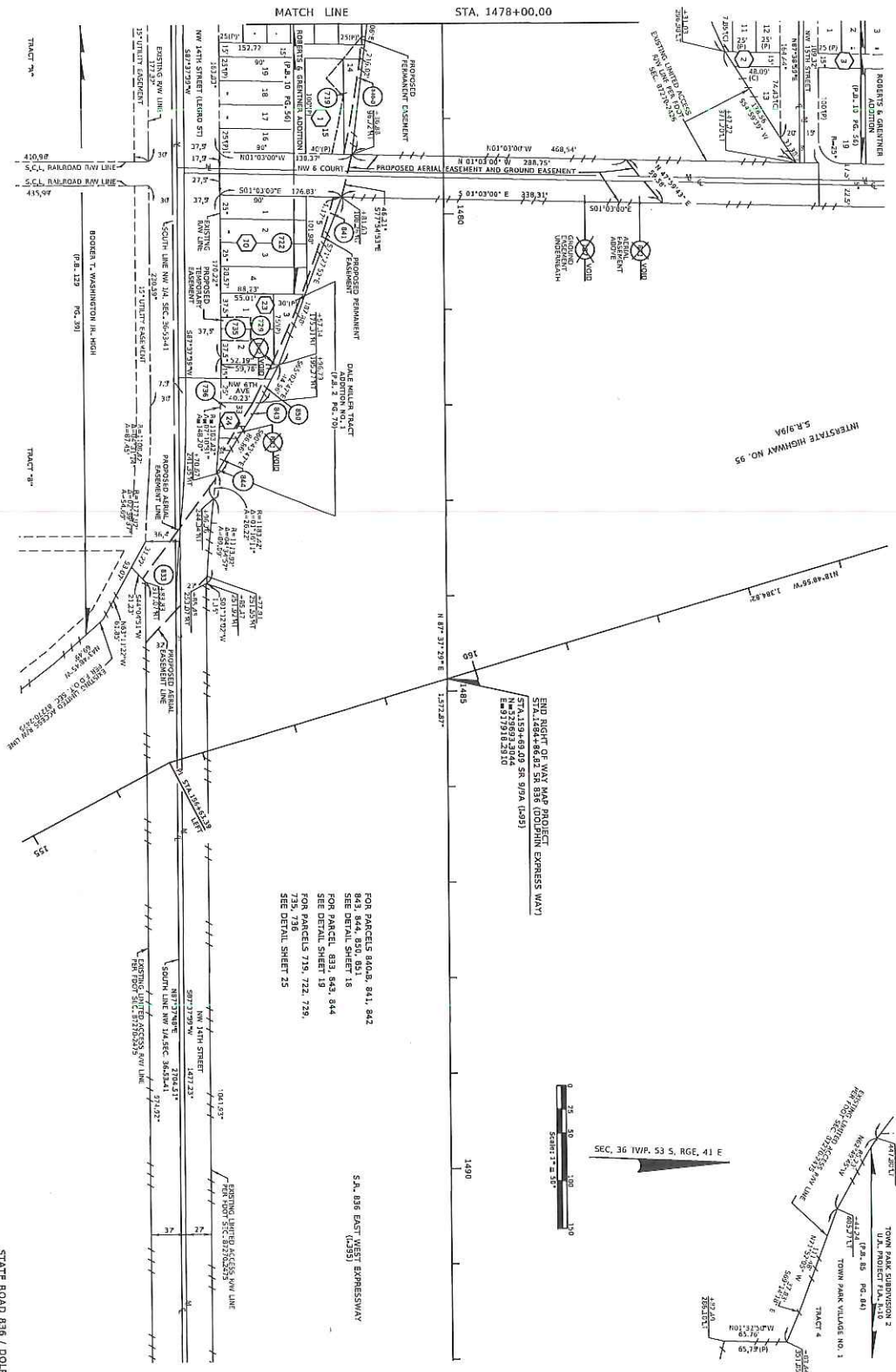
RIGHT OF WAY MAP

PROJECT NO. 83611

PROJ. NO. 83611

SHEET NO. 11 OF 29

DETAIL SHEET
SEE SHEET ONE FOR LEGEND AND GENERAL NOTES.



END RIGHT OF WAY MAP PROJECT
STA. 1439+43.00 SR 97A (L959)
STA. 1434+66.25 SR 836 (DOLPHIN EXPRESS WAY)
E=817918.2310
N=873179.2728

FOR PARCELS 840A, 841, 842
SEE DETAIL SHEET 18
FOR PARCEL 833, 843, 844
SEE DETAIL SHEET 19
FOR PARCELS 715, 722, 728,
735, 736
SEE DETAIL SHEET 25

S.A. 836 EAST WEST EXPRESSWAY
(L959)



SEC. 36 T19P. 53 S, RGE. 41 E

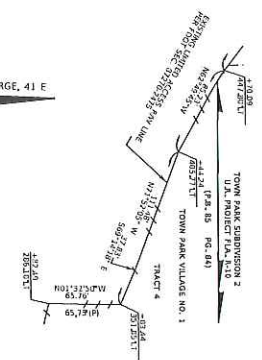


Exhibit 4

STATE ROAD 836 / DOLPHIN EXPRESSWAY
FROM: NW 17TH AVENUE, STA. 1420+10.41
TO: S.R. 97A (L959), STA. 1484+86.62
THIS MAP IS NOT A SURVEY.

112

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”), made this ____ day of _____, 201_ (the “Effective Date”) by and between the **MIAMI-DADE COUNTY EXPRESSWAY AUTHORITY**, a body politic and corporate, a public instrumentality and an agency of the State of Florida, its successors and assigns (collectively the “Lessor” or “MDX”) and **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida (“Lessee” or “County”). Lessor and Lessee may be hereinafter collectively referred to as the Parties.

WITNESSETH

WHEREAS, the Florida Department of Transportation (“FDOT”) is the owner of that certain parcel of property referred to as Parcel 836-600 as described in Exhibit “A” (the “Property”) and Exhibit “B” (“Existing Condition”) attached hereto and made a part hereof.

WHEREAS, FDOT transferred operational and financial control of the Property to MDX pursuant to that certain Transfer Agreement between FDOT and MDX dated December 10, 1996 (the “Agreement”); and

WHEREAS, Lessor, acting on behalf of FDOT pursuant to the Agreement, desires to enter into this Lease with Lessee and Lessee desires to lease the Property on the following terms and conditions stated herein; and

WHEREAS, Lessor and Lessee acknowledge that this Agreement is part of the consideration for the Temporary Construction Easements and Permanent Construction Easements entered into contemporaneously herewith in connection with the construction, renovation and maintenance of the 836 Expressway; and

WHEREAS, pursuant to the Agreement, the Parties represent that they respectively have full power and authority to enter into this Lease.

NOW THEREFORE, in consideration of the mutual covenants and promises of the Parties hereto and other good and valuable consideration, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Lease Term.**

a. Unless sooner terminated pursuant to Section 5 herein, the term of the Lease shall be for a period of ten (10) years and shall commence upon the ____ day of _____, 2019 and shall expire upon the ____ day of _____, 2029 ("Lease Term").

b. This Lease may be renewed for an additional ten (10) year period ("Extended Lease Term"), at the sole discretion and approval of the Lessor. Thirty (30) days prior to the expiration of the Lease Term, or the Extended Lease Term, Lessee may request to renew the Lease for an additional ten (10) year period on the same terms as provided herein. Such request shall be made in writing to Miami-Dade Expressway Authority, Attention: Financial Controls & Budget Manager, 3790 N.W. 21 Street, Miami, Florida 33142.

3. **Rental.**

a. Rental for the Property shall be one dollar (\$1.00) for the Lease Term and may at the sole discretion of the Lessor, be renewed for one dollar (\$1.00) for the Extended Lease Term(s).

b. Lessee shall pay any applicable sales tax, any real estate property taxes or occupancy license fee that may be assessed against the Property. Lessee shall also be responsible for the payment of any non-advalorem assessments, if applicable, relating to the

Property that are imposed and which become due and payable during the Lease Term. Lessor shall provide Lessee timely notice of any such applicable assessments to obviate any penalties. Lessor's untimely notice of such taxes shall not relieve Lessee from the responsibility of such payments and penalties.

4. Use.

a. The Property shall be used for vehicular parking and as a storage site for the Lessee's fleet of vehicles and associated equipment. If the Property is used for any other purpose without Lessor's consent, such unpermitted use shall be a basis for termination as governed by the provisions of paragraph 5 herein.

b. Lessee at Lessee's sole expense, shall comply with all applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may become effective during the Lease Term, which may impose any duty upon Lessor or Lessee with respect to the use, occupation or alteration of the Property, including, but not limited to, any occupational licenses and Regulatory and Economic Resources permits where applicable. The Lessee shall use all reasonable efforts to comply with the Americans with Disabilities Act ("ADA"), and to the extent permitted by Florida law, shall indemnify the Lessor for all claims of violation regarding such federal, state and local requirements, subject to the limitations of Section, 768.28 Florida Statutes.

c. Lessee shall not cause, or allow to be caused, any nuisance or objectionable activity of any nature on the Property. Any activities in any way involving hazardous materials or substances ("Hazardous Substances") of any kind whatsoever, either as those terms may be defined under any state or federal laws or local regulations or as those terms are understood in common usage, are specifically prohibited. As used herein, Hazardous Substances shall mean

and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminants (including, without limitation, asbestos and raw materials that include hazardous components), or other similar substances, or materials that are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, as now or hereafter defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C., Section 9601 et. seq.) (“CERCLA”), the Resource Conservation and Recovery Act (42 U.S.C., Section 6901 et seq.) (“RCRA”), or state superlien or environmental clean-up statutes and Miami-Dade County Regulatory and Economic Resources regulations (all such laws, rules and regulations being referred to collectively as “Environmental Laws”). In the event that Lessee during the operation of its business releases, discharges, disposes, dumps, spills, or leaks (accidental or otherwise) any Hazardous Substances onto the Property (or any portion thereof) during the Lease Term, Lessee shall be solely responsible for the clean-up, containment, and/or removal of such Hazardous Substances from the Property, in compliance with the requirements of the Miami-Dade County Regulatory and Economic Resources department prior to termination of the Lease Term.

d. The design, occupancy and use of the real property interest shall not adversely affect the use, safety, appearance or enjoyment of the highway by lights, sounds, wireless frequencies, smoke, fumes, vapors, odors, droppings, or any other objectionable discharges, or emissions, or nuisances of any kind therefrom.

5. Termination.

a. This Lease may be terminated by the Lessor after the first three years of the Lease Term only if the Lessor needs the Property for a public transportation purpose. The Lessor must

provide the Lessee with thirty (30) days prior written notice of its intent to utilize the Property for this purpose. This Lease may be terminated by the Lessee upon giving the Lessor thirty (30) days prior written notice.

b. In the event of a breach by the Lessee of any of the terms under this Lease, the Lessor shall notify the Lessee, in writing of said breach, and the Lessee shall cure any such breach within the time period designated in the Lessor's notice, which shall be a reasonable period to cure as determined in Lessor's reasonable discretion. If Lessee fails to cure the breach within the time period set forth in such written notice or does not provide Lessor with a written response indicating the status of Lessee's curing the breach and providing a mutually agreeable schedule to cure all defaults, Lessor shall have the right to terminate this Lease upon ten (10) days additional written notice, except if such breach is not curable within the time period specified in the initial notice of breach. If the breach is not curable within the specified time period, the Lessor shall grant the Lessee additional time in which the Parties may agree that Lessee can reasonably be expected to cure such breach.

c. Lessee shall notify Lessor in writing regarding Lessor's failure to perform or to comply with the terms and conditions of the Lease. Lessor shall have thirty (30) calendar days following receipt of written notice from Lessee to cure any default or breach of any term of the Lease. If Lessor fails to cure the default within said time period or does not provide Lessee with a written response indicating the status of Lessor's curing the default and providing a mutually agreeable schedule to cure all defaults, Lessee shall have the right to terminate this Lease upon ten (10) days additional written notice except if such breach is not curable within thirty (30) days.

6. **Suspension.**

a. Should Lessor require the use of the Property to maintain, reconstruct, or repair the highway structure above or upon the Property, during the Lease Term for a period not exceeding ninety (90) days (the "Suspension Period"), Lessor retains the right upon ninety (90) days' notice (the "Notice") to Lessee to suspend the Lease provisions, including Lessee's right to possession and quiet enjoyment for such period without cost or liability to Lessor. In that event, MDX will make reasonable effort, as determined in MDX's reasonable discretion, but is not obligated hereunder, to initiate such Suspension Period during a period that is less likely to disrupt the Lessee's activities and use of the Property as permitted under this Lease.

b. Lessee, at Lessee's sole cost and expense, shall relocate during the Suspension Period. If the Suspension Period exceeds seven days, the Lease term or Extended Lease term shall be extended by an equivalent amount of time during which such Suspension Period takes place, which shall be appropriately documented by the parties in the event of such Suspension Period.

c. In the event of an emergency, MDX shall have the right to enter the Property, without prior written notice, as described below, to Lessee to make any necessary repairs to the Property or improve the Property and take such other action as Lessor deems reasonable to address the nature of the emergency.

7. **Structures.** Subject to the provisions of Paragraph 8 herein, no structures, fixtures or improvements of any kind shall be placed upon the Property or existing structures by Lessee without prior approval in writing by the Executive Director of MDX, which approval shall not be unreasonably withheld. Lessor retains the right upon the giving of fifteen (15) days' notice, to require Lessee to remove all such structures, fixtures and improvements at the Lessee's sole

expense within thirty (30) days of termination of this Lease; and the Lessee shall at its sole expense have the Property restored as nearly as practical to its condition as of the commencement of the Lease.

8. **Improvements**. Lessee, by executing this Lease, has accepted the Property in its "AS IS" condition, as of the commencement of this Lease, it being understood and agreed that Lessor shall have no obligation to renovate, remodel, or repair the Property or any portion thereof.

Lessee, at its election and sole cost and expense, may install barbed wire fencing and security cameras on and/or about the Property, after providing MDX with prior written notice of such installations.

9. **Operating Expenses**. In the event that Lessee requires the use of utilities, Lessee shall be responsible for payment of all utilities and operating expenses relating to the Property, including but not limited to, electricity, light, heat, power, gas, water, sanitation, telephone, waste, sewer, fuel, and janitorial. All utilities that Lessee may install on the Property shall be in Lessee's name, billable to Lessee, at Lessee's official business address.

10. **Prohibition on Advertising**. The placement by Lessee of commercial advertising signs is prohibited.

11. **Assignment and Subletting**. Lessee shall not assign, sublet, transfer, mortgage, pledge as security or otherwise encumber the Property, or any part thereof.

12. **Indemnification and Hold Harmless**. To the extent permitted and within the limitations of Section, 768.28 Florida Statutes, as may be amended, the Lessee shall indemnify, defend, save and hold harmless the Lessor and all of its board officers, agents, or employees from suits, actions, claims, demands, or liability of any nature whatsoever (including, but not limited to, statutory liability and liability under Workers' Compensation laws) arising out of, because of, or

due to the acts, omissions or negligence of Lessee, its sub-consultants, agents, employees, guests, licensees, or invitees except that, neither Lessee nor any of its agents shall be liable under this Lease for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Lessor, or any of its board officers, agents, or employees. Lessee shall also indemnify and hold Lessor harmless for all costs, reasonable attorneys' fees, expenses and liabilities incurred in or related to any claim or any action or proceeding brought against Lessor, as a result of any actions on the part of Lessee, to the extent permitted and within the limitations of Section, 768.28 Florida Statutes, as may be amended. The Lessor shall indemnify, defend, save and hold harmless the Lessee and all of its board officers, agents, or employees from suits, actions, claims, demands, or liability of any nature whatsoever (including, but not limited to, statutory liability and liability under Workers' Compensation laws) arising out of, because of, or due to the acts, omissions or negligence of Lessor, its sub-consultants, agents, employees, guests, licensees, or invitees except that, neither Lessor nor any of its agents shall be liable under this Lease for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Lessee, or any of its board officers, agents, or employees. Lessor shall also indemnify and hold Lessee harmless for all costs, reasonable attorneys' fees, expenses and liabilities incurred in or related to any claim or any action or proceeding brought against Lessee, as a result of any actions solely on the part of Lessor, to the extent permitted and within the limitations of Section, 768.28 Florida Statutes, as may be amended.

13. Sovereign Immunity. Nothing contained in this Lease shall be construed as a waiver of, or to impact the applicability of, the sovereign immunity of Lessor or Lessee.

14. **Insurance.** Prior to the execution of this Lease, Lessee shall provide Lessor with confirmation of its self-insurance program and the amount of coverage for public liability, automobile, and Workers' Compensation claims. Said confirmation shall be attached hereto as Exhibit "C" and incorporated by reference herein. Lessee shall at all times, during the Lease Term, and any Extended Lease Term, maintain such self-insurance program subject to the limitations of Section 768.28 and 440 Florida Statutes.

15. **Right of Entry.** Lessor, through its duly authorized representatives, employees and contractors, reserves the right to enter the Property upon giving forty-eight (48) hours prior written notice to the Lessee (the "Notice") for the purpose of inspection, maintenance, and reconstruction of or making improvement to the highway and adjacent facilities as Lessor may deem reasonably necessary.

16. **Maintenance.** Lessee shall, at its own expense, maintain the Property in good order and repair and safe condition. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. Lessee shall ensure vertical and horizontal access to MDX for maintenance purposes. In the event that Lessee fails to so maintain the facility, MDX, through its duly authorized representatives, employees and contractors, upon fifteen days' written notice, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to MDX upon performance of such work after invoices reflecting any such costs have been provided to the County. Lessee shall be responsible for all repairs required, including but not limited to: cutting and trimming trees and shrubs, resurfacing asphalt, maintaining pavement markings and traffic signs, lighting, and repairing fencing structures, as required.

17. **Notices.** Any Notice required to be given hereunder shall be in writing and may be given by personal delivery (including delivery by courier or express mailing service), or by registered or certified mail, postage prepaid, return receipt requested, addressed to Lessor and Lessee, as the case may be, each at the address designated below. Either party may, by written notice to the other, specify a different address for Notice purposes.

LESSOR

Miami-Dade Expressway Authority

3790 NW 21ST Street
Miami, Florida 33142
Attention: Financial Controls &
Budget Manager
Tel: 305 637 3277 X-1130
Fax: 305 637-3298

LESSEE

Miami-Dade County

111 NW 1 Street
Suite 2460
Miami, FL 33128
Attention: Internal Services Department

With copies to: County Attorney's Office
Miami-Dade County
111 N.W. 1 Street, 28th Floor
Miami, FL 33128

18. **Waiver of Trial by Jury.** Lessee and Lessor hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this Lease, and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, or actions of either party. This provision is a material inducement for Lessor leasing the Property to Lessee. The Parties shall resolve any disputes, controversies, or claims between them arising out of this Lease in accordance with the "Florida Governmental Conflict Resolution Act," Chapter 164, Florida Statutes, as amended.

19. **Legal Counsel Representation.** Lessee and Lessor acknowledge that they have reviewed this Lease and are familiar with its terms and have had adequate opportunity to review

this Lease with legal counsel of their choosing. Lessee and Lessor have entered into this Lease freely and voluntarily. The language agreed to herein expresses the mutual intent and agreement of the Parties and shall not, as a matter of judicial construction, be construed more severely against one of the parties from the other.

20. **Complete Agreement.** This Lease contains the complete understanding of the Parties with respect to the subject matter hereof. No modification, waiver or amendment of this Lease or any of its conditions or provisions shall be binding upon Lessor or Lessee unless in writing and signed by both Parties.

21. **Governing Law.** This Lease shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically preempted by federal law. Lessor and Lessee agree that the proper venue with respect to any state or federal litigation in connection with this Lease shall be held in Miami-Dade County, Florida.

22. **Attorneys' Fees.** Unless otherwise specified in this Lease, Lessor and Lessee shall each be responsible to pay the legal fees of their respective legal counsel.

23. **Effective Date.** This Lease shall become effective on the Effective Date.

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

25. **Severability.** The provisions of this Lease are independent of and separable from each other and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part, except to the extent that such invalidity or unenforceability causes the Lease to fail of its

essential purpose, in which case either party shall have the right to terminate the Lease upon written notice to the other.

26. **No Third Party Beneficiaries.** Nothing in this Lease, express or implied, is intended to (a) confer upon any entity or person other than the parties and their successors or assigns any rights or remedies under or by reason of the Lease as a third party beneficiary or otherwise, except as specifically provided in this Lease; or (b) authorize anyone not a party to this Lease to maintain an action pursuant to or based upon this Lease.

27. **Miscellaneous.** This Lease contains the sole and entire agreement between the Parties and supersedes any other prior written or oral agreement between them with respect to such subject matter. This Lease shall be binding upon the Parties and their respective representatives, successors and assigns. Waiver by either party of any breach of any provision of this Lease shall not be considered as or constitute a waiver of any other breach of the same or any other provision of this Lease.

The remainder of this page is left blank intentionally. Signature pages to follow.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed, the Miami-Dade Expressway Authority signing by and through its Executive Director, and Miami-Dade County signing by and through the Mayor or by the County Mayor's designee, each duly authorized to execute same.

LESSOR:

MIAMI-DADE EXPRESSWAY AUTHORITY

Approved

Javier Rodriguez, P.E., Executive Director

Approved as to form and legal sufficiency

Carlos Zaldivar, General Counsel

Approved by MDX Operations Committee
Approved by MDX Board

(OFFICAL SEAL)

LESSEE:

**MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COM MISSIONERS**

**ATTEST:
HARVEY RUVIN, CLERK**

By: _____
Deputy Clerk

By: _____
County Mayor or County Mayor's
Designee

Approved by the County Attorney
as to form and legal sufficiency

County Attorney

EXHIBIT "A"

**LEGAL DESCRIPTION
PARCEL RWMS 837**

Being all of Lots 9, 10, 11, 13, and a portion of Lots 8 and 14, Block 1; all of Lots 1 through 7 inclusive and a portion of Lots 8, 9, and 10, Block 2, and a portion of NW 15th Street, according to the Plat of ROBERTS AND GRETNER ADDITION, as recorded in Plat Book 10, page 56; a portion of NW 14th Terrace lying between aforesaid Block 1 and Block 2; a portion of Lot 1 and all of Lots 2 through 9 inclusive, Block 1, according to the Plat of ROBERTS RESUBDIVISION as recorded in Plat Book 47, Page 5, and a portion of that 15 feet wide alley lying in Blocks 1 and 2, of the aforesaid ROBERTS AND GRETNER ADDITION, in Section 36, Township 53 South, Range 41 East, all in the City of Miami, Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Intersection of the North Right-of-Way Line of NW 14th Street and the Westerly Limited Access Right-of-Way Line of C.S.X. Rail Road, L-23 as represented in Right of Way Map 87270-2477; thence N01°03'55"W, along said Westerly Limited Access Right-of-Way Line of C.S.X. Rail Road, a distance of 163.37 to the Intersection with the Southerly Limited Access Right-of-Way Line of the ramp connecting State Road 836 (via East) with State Road 9A (via South) as shown in Right-of-Way Maps 87270-2477, page 29 of 65, and 87270-2426, page 8 of 13, and being the POINT OF BEGINNING of the following described parcel;


Thence N85°14'50"W, along said Southerly Limited Access Right-of-Way Line, a distance of 216.00 feet to the Intersection with the Easterly Limited Access Right-of-Way Line of State Road 7 (NW 7th Avenue); thence N01°03'46"W, along said Easterly Limited Access Right-of-Way Line for State Road 7, a distance of 322.07 feet to the Intersection with the Northerly Limited Access Right-of-Way Line of the ramp connecting State Road 9A (via South) with State Road 836 (via West) as shown in Right-of-Way Maps 87270-2477, page 29 of 65, and 87270-2426, page 8 of 13; thence N63°37'42"E, along said Northerly Limited Access Right-of-Way Line, a distance of 110.55 feet, thence N54°59'11"E, continuing along said Northerly Limited Access Right-of-Way Line, a distance of 138.55 feet to the Intersection with the aforesaid Westerly Limited Access Right-of-Way Line of the C.S.X. Railroad, L-23; thence S01°03'55"E, along said Westerly Limited Access Railroad Right-of-Way Line, a distance of 468.60 feet to the POINT OF BEGINNING.

Containing 83,798 Square Feet, (1.92 acres) more or less.

GENERAL NOTES:

1. Reproductions of this map are not valid without the signature and original raised seal of the Florida Licensed Surveyor and Mapper in responsible charge.
2. Lands shown hereon were not abstracted by this office for rights-of-way, easements of record, ownership, abandonments, deed restrictions, of Murphy Act Deeds. This information should be obtained through appropriate verification.
3. The Bearings shown hereon are referenced to the Baseline of C.S.X. Railroad as shown in Right of Way Map 87270-2477, sheet 29 of 65, having a bearing of N01°03'55"W.
4. Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
5. This document consists of two sheets and shall not be considered full, valid and complete unless each sheet is attached to the other.

Right of Way Maps used:
-87140-2535
-87270-2477
-87270-2426

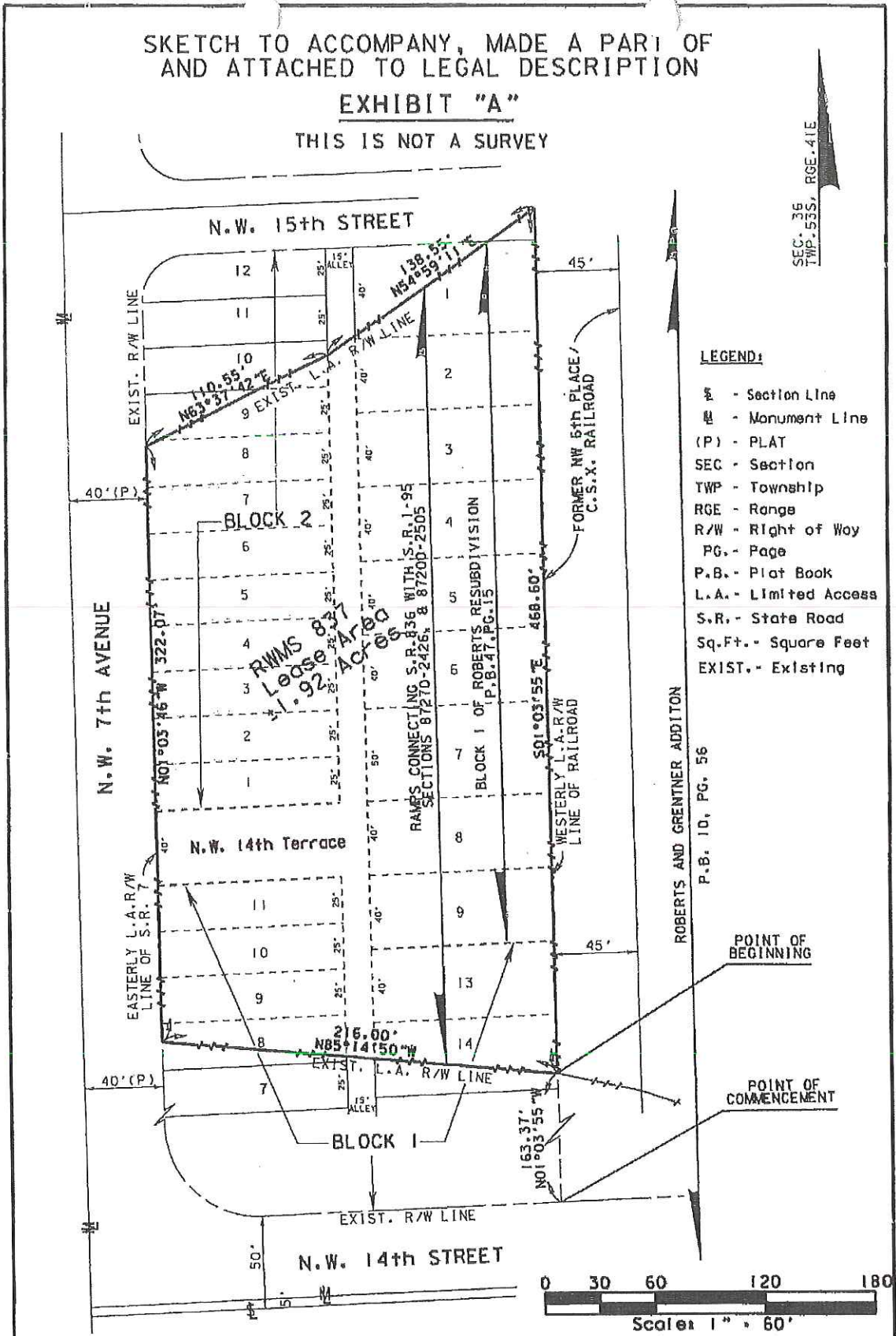

 RICHARD W. BUSSELL DATE
 PROFESSIONAL LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 3858

FLORIDA DEPARTMENT OF TRANSPORTATION									
LEGAL DESCRIPTION									
STATE ROAD NO. 836, 9A. RWMS837							MIAMI-DADE COUNTY		
Add Parcel Name		O.B.	02/10/11	DRAWN	O.SUAREZ	11/19/09	PREPARED BY: FDOT DISTRICT VI	DATA SOURCE:	
REVISION		BY	DATE	CHECKED	R. BUSSELL	12/23/09	F.P. NO. 2516381	SECTION 87270-2426 AND 87270-2477	SHEET 1 OF 2

SKETCH TO ACCOMPANY, MADE A PART OF
AND ATTACHED TO LEGAL DESCRIPTION

EXHIBIT "A"

THIS IS NOT A SURVEY



SEC. 36
TWP. 53S, RGE. 41E

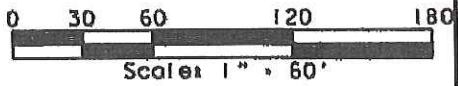
LEGEND:

- Section Line
- Monument Line
- (P) - PLAT
- SEC - Section
- TWP - Township
- RGE - Range
- R/W - Right of Way
- PG. - Page
- P.B. - Plat Book
- L.A. - Limited Access
- S.R. - State Road
- Sq.Ft. - Square Feet
- EXIST. - Existing

ROBERTS AND GREENTNER ADDITION
P.B. 10, PG. 56

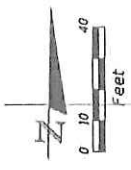
POINT OF BEGINNING

POINT OF COMMENCEMENT



FLORIDA DEPARTMENT OF TRANSPORTATION									
SKETCH TO ACCOMPANY, MADE A PART OF									
AND ATTACHED TO LEGAL DESCRIPTION									
STATE ROAD NO. 836, 9A. RWMS 837					MIAMI-DADE COUNTY				
Add Parcel Name		O.S.	02/10/11	DATE	BY	DATE	PREPARED BY	FOOT DISTRICT VI	DATA SOURCE
REVISION		BY	DATE	CHECKED	R. BUSSELL	12/23/09	F.P. NO. 2516381	SECTION 87270-2426 AND 87270-2477	SHEET 2 OF 2

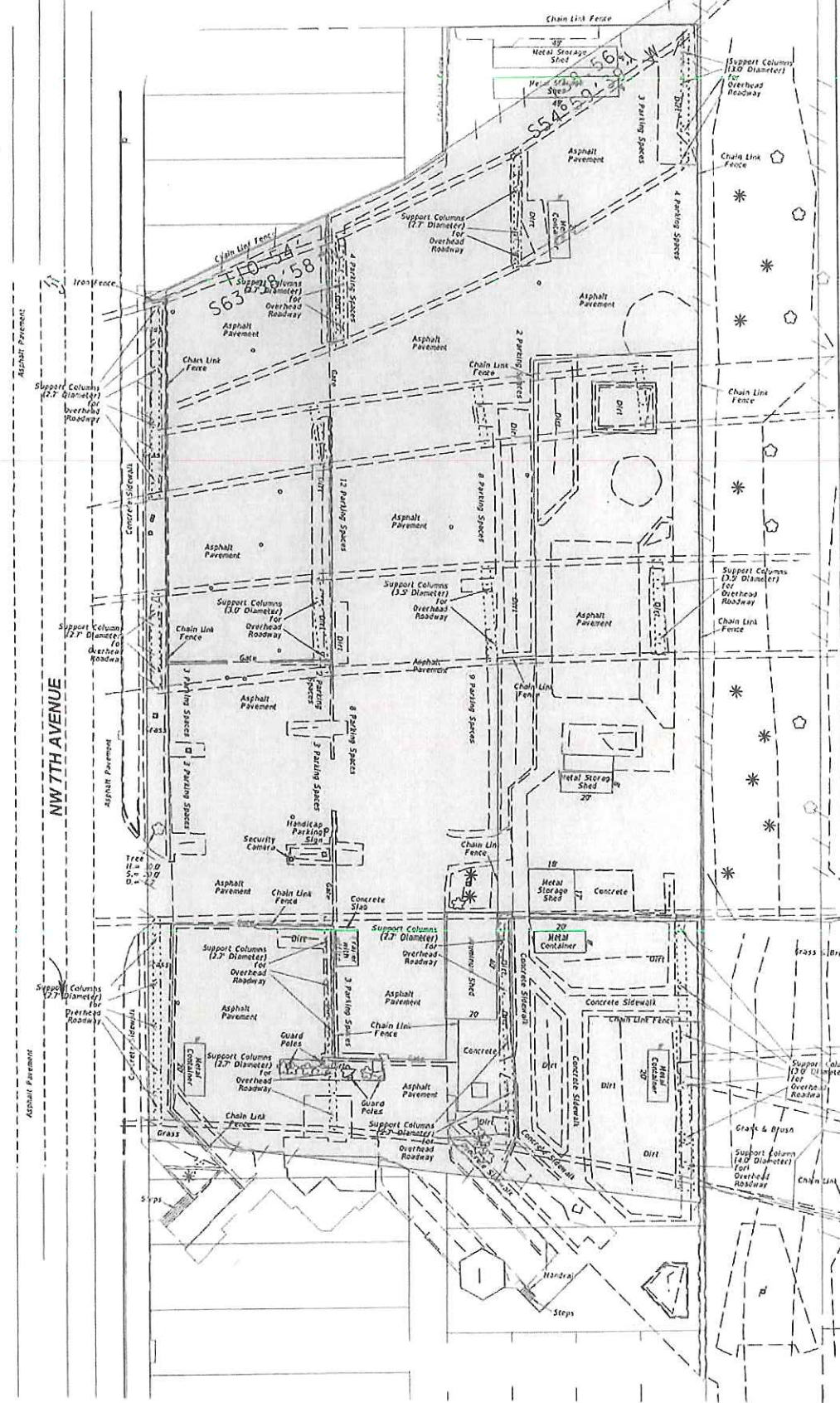
128



NW 15TH STREET

NW 7TH AVENUE

NW 15TH STREET



SHEET NO.

EXHIBIT B CORRECTIONS AND REHABILITATION DEPARTMENT EXISTING CONDITION

MIAMI-DADE EXPRESSWAY AUTHORITY
 COUNTY MIAMI-DADE
 ROAD NO. 836
 MDX Parcel No. 836-000

PROJECT

IN ASSOCIATION WITH:

129



miamidade.gov

Internal Services
Risk Management Division
111 NW 1st Street • Suite 2340
Miami, Florida 33128-1926
T 305-375-4280

June 21, 2019

Miami-Dade Expressway Authority
Attention: Financial Controls & Budget Manager
3790 NW 21 Street
Miami, Florida 33142

RE: Transfer Lease Agreement between FDOT & MDX dated December 10, 1996

To Whom It May Concern:

This is to inform you that Miami-Dade County has an on-going self-insurance program for Worker's Compensation, General Liability and Automobile Liability covering employees and officials of the County.

Since the County does not carry insurance with an insurance company, we cannot provide you with a Certificate of Insurance.

However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, provisions have been made in this office to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance.

Sincerely,

A handwritten signature in blue ink that reads "Ann Wall".

Ann Wall, CPCU
Risk Management Property and Casualty Manager

AW/nd

Delivering Excellence Every Day



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(F)(25)

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(F)(25)
10-3-19

RESOLUTION NO. R-1042-19

RESOLUTION AUTHORIZING THE CONVEYANCE OF FIVE PERPETUAL EASEMENTS AND FIVE TEMPORARY EASEMENTS TO THE MIAMI-DADE EXPRESSWAY AUTHORITY, ITS SUCCESSORS OR ASSIGNS (MDX), FOR A NOMINAL SUM OF \$1.00 EACH IN ACCORDANCE WITH SECTION 125.38 OF THE FLORIDA STATUTES, ON PORTIONS OF COUNTY-OWNED PROPERTY LOCATED AT 1401 NW 7 AVENUE MIAMI, FLORIDA, KNOWN AS THE WOMEN'S DETENTION CENTER, FOR THE EXPANSION, CONSTRUCTION, RENOVATION, AND MAINTENANCE OF STATE ROAD 836/DOLPHIN EXPRESSWAY; APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN MDX AND THE COUNTY FOR MDX TO DESIGN AND CONSTRUCT A TEMPORARY PARKING LOT TO BE USED BY THE WOMEN'S DETENTION CENTER EMPLOYEES DURING THE CONSTRUCTION OF STATE ROAD 836/DOLPHIN EXPRESSWAY; APPROVAL OF A LEASE AGREEMENT BETWEEN MDX, AS LESSOR, AND THE COUNTY, AS LESSEE, FOR APPROXIMATELY 83,798 SQUARE FEET OF LAND LOCATED BETWEEN NW 7 AVENUE AND NW 14 STREET, UNDERNEATH STATE ROAD 836 OVERPASS, FOR PARKING OF FLEET VEHICLES AND STORAGE OF ASSOCIATED EQUIPMENT FOR THE WOMEN'S DETENTION CENTER, WITH A LEASE TERM OF TEN YEARS AND WITH AN OPTIONAL RENEWAL TERM OF TEN YEARS AT THE COST OF \$1.00 PER TERM; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE PERPETUAL EASEMENTS, TEMPORARY EASEMENTS, INTERLOCAL AGREEMENT, AND LEASE AGREEMENT, TO PERFORM ALL ACTS TO EFFECTUATE SAME, AND TO EXERCISE ALL RIGHTS CONFERRED THEREIN

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

WHEREAS, the Miami-Dade Expressway Authority (MDX) its successors or assigns, has proposed to improve State Road 836/Dolphin Expressway (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 and to improve mobility and safety (the "Project"); and

WHEREAS, in order to complete the Project, MDX has requested that the County convey to MDX five perpetual easements for the purpose of the expansion, construction, renovation, and maintenance of the Dolphin Expressway, and five temporary easements for a period of sixty (60) months, for the purpose of the construction of such project, attached to the Mayor's Memorandum as Attachments 2A through 2E and 3A through 3E respectively (the "Easements"); and

WHEREAS, the Interlocal Agreement (the "Interlocal"), attached to the Mayor's Memorandum as Attachment 4, will allow and require MDX to undertake and complete all aspects of a replacement parking lot for vehicles displaced by the conveyance of the Easements; and

WHEREAS, the Lease Agreement attached to the Mayor's Memorandum as Attachment 5, will allow the continued use for parking and storage needs by the Miami-Dade Corrections and Rehabilitation Department of approximately 83,798 square feet of land located between NW 7 Avenue and NW 14 Street underneath SR 836 overpass, for a 10 year lease term, with one, 10 year option to renew, at the cost of \$1.00 per term; and

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

WHEREAS, the Board finds that the Interlocal is required for the construction of the temporary replacement parking lot and is needed so that the Women's Detention Center employees can park during the construction of the Project; and

WHEREAS, the Board finds that the Lease Agreement is required for the continued use of vehicular parking for the benefit of the Women's Detention Center,

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

Section 1. This Board adopts and incorporates the foregoing recitals and exhibits to this resolution as if fully set forth herein.

Section 2. This Board authorizes the conveyances of the Easements to MDX, pursuant to Section 125.38, Florida Statutes, for a nominal sum of \$1.00, each, in substantially the form attached to the Mayor's Memorandum as Attachments 2A through 2E and 3A through 3E respectively, subject to the restriction that said properties be used by the MDX for transportation related improvements and maintenance to the Dolphin Expressway.

Section 3. This Board approves the Interlocal in substantially the form attached to the Mayor's Memorandum as Attachment 4.

Section 4. This Board approves the Lease Agreement in substantially the form attached to the Mayor's Memorandum as Attachment 5.

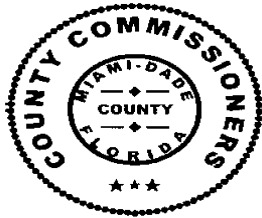
Section 5. This Board authorizes the County Mayor or County Mayor's designee to execute the Easements, the Interlocal and the Lease Agreement, to perform all acts necessary to effectuate the conveyance of the Easements, the Interlocal, and the Lease Agreement, and to exercise all rights conferred therein.

Section 6. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or County Mayor's designee to record the instruments of conveyance in the Public Records of Miami-Dade County, Florida, and to provide a recorded copy of the instruments to the Clerk of the Board within thirty (30) days of execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this Resolution.

The foregoing resolution was offered by Commissioner **Esteban L. Bovo, Jr.**, 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.

A handwritten signature in blue ink, appearing to read "MRP", is written over a horizontal line.

Monica Rizo Perez