

MEMORANDUM

Agenda Item No. 8(N)(3)


TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: June 5, 2018

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution approving a
Development Agreement
between Miami-Dade
County and Zom Florida, Inc.,
and approving an Access,
Temporary Construction, and
Utility Easement Agreement
between Miami-Dade County
and Miami A/I, LLC, and further
authorizing the County Mayor to
execute both agreements and
exercise all provisions contained
therein

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.


Abigail Price-Williams
County Attorney

APW/cp

Memorandum



Date: June 5, 2018

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the printed name of the Mayor.

Subject: Resolution Approving a Development Agreement Between Miami-Dade County and ZOM Florida, Inc.; Approving an Access, Temporary Construction, and Utility Easement Agreement Between Miami-Dade County and Miami A/I, LLC; and Authorizing the County Mayor or County Mayor's Designee to Execute Both Agreements and Exercise all Provisions Contained Therein

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve a Development Agreement between Miami-Dade County (County) and ZOM Florida, Inc. (ZOM); and an Access, Temporary Construction, and Utility Easement Agreement between the County and Miami A/I, LLC ("Miami World Center" or "MWC"); and further authorize the County Mayor or County Mayor's Designee to execute the agreements in substantially the form attached hereto, and to exercise all provisions contained therein.

Scope

The impact of this project is countywide; however, it is located within Commission District 3, which is represented by Vice Chairwoman Audrey M. Edmonson.

FISCAL IMPACT/FUNDING SOURCE

This item represents a positive fiscal impact to the County. ZOM, an affiliate of MWC, will be responsible for improvements of County-owned property at the Freedom Tower Metromover station that are estimated at approximately \$3.2 million. Additionally, MWC is responsible for an annual rent payment in the amount of \$6,735 in consideration for the granting of easements for entirety of the agreement.

TRACK RECORD/MONITOR

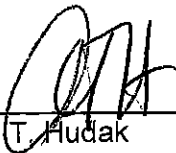
The person responsible for monitoring the development is Froilan Baez, Chief, DTPW; Right of Way, Utilities and Joint Development. DTPW is the entity overseeing this agreement and adjacent project.

BACKGROUND

MWC owns certain real property located between NE 1 Avenue and NE 2 Avenue, and between the Florida East Coast railway and NE 10 Street. MWC, through ZOM, is developing a portion of its tract known as Block H East development, as part of the MWC Project.

In order to provide access for pedestrians and vehicular ingress and egress, and to facilitate utilities to the MWC Project, MWC requested an access and utility easement across the Freedom Tower Metromover Station. The Access, Temporary Construction, and Utility Easement Agreement is for a term of 90 years. Appraisals were performed on the access and the utility easement area, and the total appraised valuation of those easement areas is \$134,699.81. MWC will pay the County annual rent payment in the amount of \$6,735, plus any applicable taxes and adjustments, in consideration for the granting of easements.

Additionally, ZOM will be providing improvements to the Freedom Tower Metromover Station in the amount of approximately \$3.2 million. Among the improvements to be provided by ZOM, are new elevators, stairs, turnstiles, lighting, and landscaping (refer to the List of Improvements as Schedule 2.1 within the Development Agreement). These improvements will improve the safety, aesthetics, comfort level, and public use of the Freedom Tower Metromover Station.



Alina T. Hudak
Deputy Mayor

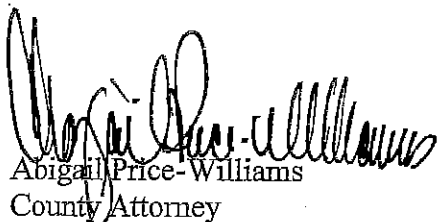


MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: June 5, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(3)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor

Agenda Item No. 8(N)(3)

Veto _____

6-5-18

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND ZOM FLORIDA, INC., AND APPROVING AN ACCESS, TEMPORARY CONSTRUCTION, AND UTILITY EASEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI A/I, LLC, AND FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE BOTH AGREEMENTS AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, Miami A/I, LLC ("Miami World Center" or "MWC") owns certain real property ("MWC Property") located between NE 1 Avenue and NE 2 Avenue and between the Florida East Coast railway and NE 10 Street in Miami-Dade County, Florida, and through its affiliates, ZOM Florida, Inc., is developing portion of its tract known as Block H East development, as part of the MWC Project; and

WHEREAS, this Block H East development is directly adjacent to and west of certain lands owns by Miami-Dade County and operated by the Department of Transportation and Public Works (the "Transit Property") containing the elevated rail lines for the County's Metromover system; and

WHEREAS, this Board finds consistent with section 125.35(2), Florida Statutes, that the Transit Property is of insufficient size, and shape to be issued a building permit for any type of development to be constructed on the property and is of use only to the adjacent property owner, MWC; and

WHEREAS, an access easement across the Transit Property is necessary for access for pedestrian and vehicular ingress and egress from the MWC Property; and

WHEREAS, the access easements will be a benefit to the general public and to Miami-Dade County whereby the residents of Miami-Dade County will have access through the Transit Property to the MWC Project; and

WHEREAS, a utility easement is needed in order to facilitate utilities for the MWC Property; and

WHEREAS, ZOM Florida, Inc., will be completing improvements to the Freedom Tower Station in the amount of approximately \$3.2 million; and

WHEREAS, the improvements will include, among other things, integrating the Freedom Tower Metromover Station with the new development by way of improvements such as new walkways, stairs, and canopies, the installation of new hardscaping, and signage, the reconfiguration of existing fence and gates, the installation of new fencing and gates at the reconfigured northern entry point, the relocation of automatic passenger counters and installation of a new elevator shaft and elevator system; and

WHEREAS, the improvements are designed to improve the safety, aesthetics, comfort level, attractiveness and public use of the Freedom Tower Station; and

WHEREAS, in addition, MWC is responsible for an annual rent payment in the amount of \$6,735.00 in consideration for the grant of easements; and

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

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

Section 1. The foregoing recitals are incorporated as if fully set forth herein.

Section 2. This Board approves the Development Agreement between Miami-Dade County and ZOM Florida, Inc., and the Access, Temporary Construction and Utility Easement Agreement between Miami-Dade County and Miami A/I, LLC, in substantially the form attached hereto and made a part hereof.

Section 3. This Board further authorizes the County Mayor or the County Mayor's designee to execute the Development Agreement and the Access, Temporary Construction and Utility Easement Agreement in substantially the form attached hereto and made a part hereof and to take all actions necessary to effectuate same and to exercise all provisions contained therein.

Section 4. This Board, pursuant to Resolution No. R-974-09, further directs the County Mayor or County Mayor's designee to record the Access, Temporary Construction and Utility Easement Agreement in the public records of Miami-Dade County, and to provide a recorded copy of the document to the Clerk of the Board within 30 days of its execution, and further directs the Clerk of the Board to attach and permanently store a recorded copy of the Access, Temporary Construction and Utility Easement Agreement together with this resolution.

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

Esteban L. Bovo, Jr., Chairman
 Audrey M. Edmonson, Vice Chairwoman

Daniella Levine Cava	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Joe A. Martinez	Jean Monestime
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez

District 5 - Vacant

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of June, 2018. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: _____
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.



Annery P. Alfonso

**Development Agreement
between
Miami-Dade County
and
ZOM Florida, Inc.
for Improvements at
Freedom Tower Metromover Station**

TABLE OF CONTENTS

Article 1 General Terms of Agreement	1
Section 1.1. Agreement	1
Section 1.2. Term of Agreement	2
Section 1.3. Conditions Precedent to Effectiveness of Agreement	2
Section 1.4. Discontinued Use of Station or System	2
Section 1.5. Failure of Requirements	2
Article 2 Definition of Certain Terms	3
Section 2.1. Terms Defined	3
Article 3 Development Rights and Construction Requirements	6
Section 3.1. Land Uses	6
Section 3.2. Development Rights	6
Section 3.3. Compliance with Law	7
Section 3.4. Federal Laws	8
Section 3.5. Nondiscrimination	8
Section 3.6. Payment and Performance Bonds	8
Section 3.7. Designation of the Owner's Representative	10
Article 4 Plans	11
Section 4.1. Design Plans	11
Section 4.2. DTPW Review Process	11
Section 4.3. Compliance with Policies	12
Section 4.4. Construction Plans	12
Section 4.5. As-Built Plans	12
Section 4.6. Signage and Landscaping Entrances	12
Section 4.7. Station and System Plans	12
Section 4.8. Developer Obligations	12
Section 4.9. Jurisdiction	13
Article 5 Construction	13
Section 5.1. Requirements for Commencement of Construction	13
Section 5.2. Construction Costs	14
Section 5.3. Progress of Construction	14
Section 5.4. Site Conditions	14
Section 5.5. Connection to Utilities	15
Section 5.6. Mutual Covenants of Non-Interference	15
Section 5.7. Bus Bridge	15
Section 5.8. Ownership of Improvements	16
Section 5.9. Additional Work	16
Section 5.10. Changes and Alterations to Improvements by the Developer	16
Section 5.11. Art in Public Places	17
Section 5.12. General Contractor Compliance	17
Article 6 Operation, Maintenance and Repair	17
Section 6.1. Non-Interference	17
Section 6.2. Developer Rights to Erect Signs	17
Section 6.3. Owner's Signs Upon the Property	18

Section 6.4.	Intentionally Deleted	18
Section 6.5.	Owner Repairs and Maintenance	18
Section 6.6.	Developer Repairs and Maintenance.....	18
Article 7 Payment of Taxes, Assessments		19
Article 8 Insurance and Indemnification; Limitation of Liability		19
Section 8.1.	Insurance	19
Section 8.2.	Indemnification	21
Section 8.3.	Limitation of Liability of the Developer	22
Section 8.4.	Limitation of Liability of the Owner	22
Article 9 Damage and Destruction		22
Section 9.1.	Owner's Right to Repair and Rebuild Station.....	22
Section 9.2.	Developer's Right to Restore	22
Section 9.3.	Plans for Repair	22
Section 9.4.	Loss Payees of Developer -Maintained Property Insurance	23
Article 10 Transfers		23
Section 10.1.	Developer's Right to Transfer	23
Section 10.2.	Owner's Right to Transfer	24
Article 11 Eminent Domain		24
Section 11.1.	Entire or Partial Taking; Termination of Agreement	24
Section 11.2.	Partial Taking; Continuation of Agreement	25
Article 12 Default		25
Section 12.1.	Events of Default.....	25
Section 12.2.	Failure to Cure Default.....	25
Section 12.3.	No Waiver	26
Article 13 Notices		26
Section 13.1.	Addresses.....	26
Section 13.2.	Method of Transmitting Notice	26
Article 14 Certificates by the County and Developer		27
Section 14.1.	Developer Certificate	27
Section 14.2.	Owner Certificates.....	27
Article 15 Construction of Terms and Miscellaneous		28
Section 15.1.	Severability.....	28
Section 15.2.	Captions.....	28
Section 15.3.	Relationship of Parties.....	28
Section 15.4.	Recording	28
Section 15.5.	Construction	28
Section 15.6.	Consents	28
Section 15.7.	Entire Agreement	29
Section 15.8.	Successors and Assigns	29
Section 15.9.	Holidays.....	29
Section 15.10.	Schedules.....	29
Section 15.11.	Brokers	29
Section 15.12.	Governing Law.....	29
Section 15.13.	Cooperation; Expedited Permitting.....	30
Section 15.14.	Counterparts	30

11

Section 15.15.	Intentionally Deleted	30
Section 15.16.	No Third-Party Rights	30
Section 15.17.	Further Assurances	30
Section 15.18.	Independent Private Sector Inspector General (IG) Requirements	30
Section 15.19.	Miami-Dade County Inspector General Review	30
Article 16 Representations and Warranties		31
Section 16.1.	Owner's Representations and Warranties	31
Section 16.2.	Developer's Representations and Warranties.....	32
Exhibit A	Land Location Sketch	
Schedule 2.1	Description and Depiction of Improvements	
Schedule 6.6		
Schedule 14.2	Owner's Estoppel Certificate	

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") dated as of the ___ day of _____, 2018, made by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida ("County"), by and through the Department of Transportation and Public Works (collectively the "County", "DTPW" or the "Owner"), having an office and place of business at 17th Floor, Overtown Transit Village, 701 N.W. 1st Court, Attn: Director, Department of Transportation and Public Works, Miami, Florida 33136, and ZOM FLORIDA, INC., a Florida corporation, having an office and place of business at 2001 Summit Park Drive, Suite 300, Orlando, FL 32810 (and together with its permitted assigns, hereinafter collectively called "Developer" and together with the Owner, collectively, referred to herein, as the "Parties").

WITNESSETH:

A. The Owner owns certain real property located in Miami-Dade County, Florida, located at 600 NE Second Avenue, Miami, Florida, west of NE Second Avenue between NE 6th Street and NE 7th Street, as generally depicted on Exhibit A attached hereto, and made a part hereof (the "Land"), which is utilized by a portion of the Miami-Dade County Metromover System.

B. Developer desires to improve the existing Freedom Tower Metromover Station (the "Freedom Tower Metromover Station") in connection with improvements contemplated to be made to Developer's property located adjacent to the Freedom Tower Metromover Station (the "Project"), and the Owner desires to encourage development of the Freedom Tower Metromover Station and the Project.

C. Owner and the Developer recognize the potential for public and private benefit through improvements to the Freedom Tower Metromover Station in order to promote public transit usage, improve the appearance, functionality and maintenance of the Freedom Tower Metromover Station in the vicinity of the Project and to further economic development in the County.

D. Owner and Developer agree that Owner has specialized knowledge with respect to operation and maintenance of the System, and that this Agreement does not obligate the Developer to operate or maintain any part of the System.

E. It is hereby mutually covenanted and agreed by and between the Parties hereto that this Agreement is made upon the agreements, terms, covenants and conditions hereinafter set forth. Capitalized terms used herein shall have the definitions set forth in Article 2 hereof and/or elsewhere defined herein, including the foregoing recitals.

ARTICLE 1 GENERAL TERMS OF AGREEMENT

Section 1.1. Agreement

. In accordance with (a) Chapter 125, Florida Statutes; (b) the powers granted to the Owner pursuant to authority properly delegated by the Florida legislature; and (c) the authority to grant rights in real property belonging to the Owner; and, for and in consideration of the covenants and agreements specified herein, the Parties agree to the terms and conditions set forth in this Agreement. The Parties hereby agree that the consideration and obligations recited and provided for under this Agreement constitute substantial benefits to both parties and thus adequate consideration for this Agreement.

Section 1.2. Term of Agreement

. Subject to the terms of Section 1.3 below, the term of this Agreement (the "Term") shall be thirty (30) years, commencing on the date hereof, and, unless (a) this Agreement is terminated as of the expiration of the current Term by the Developer giving written notice thereof to the Owner at any time during the last year of the current Term, or (b) the Developer is in default of its obligations under this Agreement at the expiration of the current Term, then the Term of this Agreement shall automatically renew for up to two additional renewal terms of thirty (30) years each upon expiration of the preceding Term.

Section 1.3. Conditions Precedent to Effectiveness of Agreement

. This Agreement shall not become effective unless and until the Board of County Commissioners (the "Board"), the Federal Transit Administration ("FTA") and the Florida Department of Transportation ("FDOT") have approved the execution of this Agreement.

Section 1.4. Discontinued Use of Station or System

. The Owner covenants and agrees with the Developer that the Owner will use good faith efforts to continue operation of the Freedom Tower Metromover Station in its ordinary course of business during the Term of this Agreement, or any renewal thereof. In the event the Owner, directly or indirectly, discontinues, substantially curtails, or ceases the operation of the Freedom Tower Metromover Station, in addition to any other rights or remedies the Developer has hereunder, the Developer shall have the right to terminate this Agreement and its obligations hereunder by giving written notice to the Owner at any time after such discontinuance, substantial curtailment or cessation, and any obligations of the Developer shall cease and abate as of the date of the giving of such notice, and in such event, (i) this Agreement shall terminate on the date set forth in such notice, or if no such date is provided, then on the fifteenth (15th) day following the Owner's receipt of notice of termination and (ii) Developer shall be authorized at its option, without the requirement of obtaining further consent from Owner under this Agreement, to remove the Improvements and/or eliminate or reconfigure any interconnections between the Project and the Freedom Tower Metromover Station.

Section 1.5. Failure of Requirements

. In the event the Developer is not able to build the Project or the Developer cannot obtain its Permits or the Developer does not elect, in its sole discretion, to build or develop the Project, then in addition to any other rights the Developer has hereunder, the Developer shall have the right to terminate this Agreement and its obligations hereunder by giving written notice to the Owner at any time after such inability becomes known to the Developer. In such event, this Agreement shall

terminate on the date set forth in such notice, or if no date is provided, then on the fifteenth (15th) day following the Owner's receipt of notice of termination.

ARTICLE 2 DEFINITION OF CERTAIN TERMS

Section 2.1. Terms Defined

The terms set forth below, when used anywhere in this Agreement, shall be defined as follows:

(a) Administrative Review Period shall have the meaning ascribed to it in Section 3.2(a) hereof.

(b) Agreement shall mean this Agreement and all amendments, supplements, addenda or renewals thereof.

(c) Board shall have the meaning set forth in Section 1.3 above.

(d) Bus Bridge shall mean an alternate means to transport Metromover passengers during an unforeseen occurrence during construction development that impedes movement of normal Metromover traffic.

(e) City shall mean the City of Miami, Florida, a political subdivision of the State of Florida.

(f) Commencement of Construction and "commenced" when used in connection with construction of the Improvements, shall mean the earlier of the filing of the notice of commencement under Section 713.13 of the Florida Statutes or the visible start of work on the site or the Improvements, including on-site utility, excavation or soil stabilization work, after the Developer has received a building permit for the particular Improvement on which construction is proposed to commence.

(g) Completion of Construction shall mean, for the Improvements, the date when work is complete and has been inspected to the extent required by Law and Ordinance, and all work to be performed under the Permits issued in connection with such Improvements has been completed.

(h) Construction Plans shall consist of Final Design Plans for particular Improvements as approved by the County, the drawings and specifications for which are in the format with sufficient detail as required to obtain building permits for such Improvements and as further described in Article 4.

(i) County shall have the meaning set forth in the Preamble of this Agreement.

(j) Developer shall have the meaning set forth in the Preamble of this Agreement including its permitted successors and assigns.

(k) Developer's Representative shall mean Darryl Hemminger, the individual designated by the Developer to be the primary contact for the Developer in connection with this

Agreement and any submissions, approvals, consents, joinders or inquiries with respect to this Agreement and the Improvements.

(l) Development Rights shall mean the rights granted to the Developer pursuant to the terms of this Agreement.

(m) DTPW shall have the meaning set forth in the Preamble of this Agreement.

(n) Event(s) of Default shall be given the meaning ascribed to such term in Section 12.1.

(o) FDOT shall have the meaning ascribed to such term in Section 1.3 herein.

(p) Final Design Plans shall mean the final plans and specifications for the Improvements.

(q) FTA shall have the meaning ascribed to such term in Section 1.3 herein.

(r) Impositions shall mean all ad valorem taxes, special assessments, sales taxes and other governmental charges and assessments levied or assessed with respect to the Property and the activities conducted thereon or therein.

(s) Improvement(s) shall mean the alterations, new construction or reconstruction by the Developer of the Freedom Tower Metromover Station substantially in conformance with the renderings as depicted on Schedule 2.1 hereof, as same may be amended from time to time by the Owner and the Developer. Any and all such improvements shall become the property of the County upon installation.

(t) Land shall mean the real property depicted on Exhibit A attached hereto, together with all rights, privileges and easements appurtenant to said real property, and all right, title and interest of the Owner, if any, in and to any land lying in the bed of any street, road, alley or right-of-way, open or closed, adjacent to or abutting the Land as needed for the Improvements.

(u) Law and Ordinance or Laws or Ordinances shall mean all present and future applicable laws, ordinances, rules, regulations, authorizations, orders and requirements of all federal, state, county and municipal governments, the departments, bureaus or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Property.

(v) Notice shall have the meaning ascribed to such term in Section 13.1 herein.

(w) Owner shall mean the County, by and through DTPW, and its permitted successors and assigns.

(x) Permit shall mean any permit issued or to be issued by the appropriate agency or person, including but not limited to applicable permits for construction; demolition; installation; foundation; dredging; filling; the alteration or repair or installation of sanitary plumbing, water

supply, gas supply, electrical wiring or equipment, elevator or hoist and HVAC; sidewalk; curbs; gutters; drainage structures; lift stations; paving; grease traps; subdivision plat and/or waiver of plat approvals, covenant or unity of title acceptance or the release of existing unities or covenants or agreements in lieu thereof; building permits; certificates of use and/or occupancy; stormwater; development of regional impact approvals, modifications or exemptions; and the like and any other official action of the City, County, State of Florida, DTPW, FTA or any other government agency having jurisdiction related to the Improvements.

(y) Phase shall mean any of the design phase, construction phase or operation phase of the Improvements to be constructed in accordance with this Agreement.

(z) Plans and Specifications shall mean the plans and specifications for all the work in connection with the alteration, construction and reconstruction of the Improvements on the Property, including any changes, additions or modifications thereof, provided the same are approved by Owner, whose approval shall not be unreasonably withheld, delayed or conditioned, and consistent with applicable Laws and Ordinances.

(aa) Preliminary Plans shall mean plans for the Improvements or a portion thereof, as the case may be, which have been submitted by the Developer to the County, as may be required herein.

(bb) Property shall mean collectively and to the extent required for development of the Improvements:

(1) the Land;

(2) the Freedom Tower Metromover Station, the Improvements and any other improvements now or hereafter existing on the Land; and

(cc) System shall mean the Miami-Dade County Transit system including, without limitation, all trains, buses, fixed guideways, stations, parking lots and parking structures, drop off/pickup areas, transit stops and shelters, bus bays, streets and sidewalks adjacent thereto owned by the County, and all maintenance facilities, structures and all associated facilities required in the operation of the System and owned by the County.

(dd) Taking shall have the meaning ascribed to such term in Section 11.1.

(ee) Term shall have the meaning ascribed to such term in Section 1.2.

(ff) Unavoidable Delays shall mean delays beyond the reasonable control of a party required to perform and which delays could not have been reasonably avoided by such party while exercising good faith and diligent efforts, including, but not limited to, delays due to strikes; lockouts; acts of God; floods; fires; unusually severe weather conditions (such as windstorms, tropical storms or hurricanes); casualty; the discovery of concealed or subsurface conditions; the discovery of material errors in any Metromover plans provided to Developer; war; enemy action; civil disturbance; acts of terrorism; sabotage; restraint by court or public authority; litigation or administrative challenges by third parties to the execution or performance of this Agreement or the procedures leading to its execution; inability to obtain labor or materials (but specifically

excluding financial inability); delays in settling insurance claims; moratoriums or other delays relating to Laws and Ordinances. The obligated party shall be entitled to an extension of time because of its inability to meet a time frame or deadline specified in this Agreement where such inability is caused by an Unavoidable Delay, provided that such party shall, within thirty (30) days after it has become aware of such Unavoidable Delay, give notice to the other party in writing of the causes thereof and the anticipated time extension necessary to perform. Neither party shall be liable for loss or damage or deemed to be in default hereof due to any such Unavoidable Delay(s), provided that party has notified the other as specified in the preceding sentence and further provided that such Unavoidable Delay did not result from the fault, negligence or failure to act of the party claiming the delay. Failure to notify a party of the existence of Unavoidable Delays within the thirty (30) days of its discovery by a party shall not void the Unavoidable Delays, but the time period between the expiration of the thirty (30) days period and the date actual notice of the Unavoidable Delays is given shall not be credited to the obligated party in determining the anticipated time extension.

ARTICLE 3 DEVELOPMENT RIGHTS AND CONSTRUCTION REQUIREMENTS

Section 3.1. Land Uses

(a) The Developer will develop the Improvements substantially consistent with the Plans and Specifications and maintain such Improvements as set forth herein, the intent of which is to enhance the Freedom Tower Metromover Station, improve ridership and provide for maintenance of non-standard Improvements to the Freedom Tower Metromover Station.

(b) The Parties agree, for themselves and their successors and assigns, to devote the Property to the uses specified in this Agreement, including temporary construction staging and parking, and for other or additional uses which are consistent with the construction and operation of the Improvements to the extent permitted by DTPW's safety and security requirements.

(c) The Developer will use reasonable efforts to develop the Improvements substantially consistent with the Plans and Specifications and maintain such Improvements as set forth herein, the intent of which is to enhance the Freedom Tower Metromover Station and the ridership usage of the System.

Section 3.2. Development Rights

The Developer shall have the right to construct the Improvements in substantially the manner shown on Schedule 2.1, subject to the terms and conditions of this Agreement, including the following:

(a) Development Rights of Land

In connection with the construction of the Improvements, the Parties agree that the Owner will, without charge by the Owner, grant and join in any Permit or other application, temporary and permanent easements, restrictive covenants, easement vacations or modifications and such

other documents as may necessary or desirable for the Developer to develop the Improvements in accordance with this Agreement and in a manner otherwise permitted hereunder, provided that such joinder by the Owner shall be at no cost to the Owner other than its costs of review and staff time, and also provided that the location and terms of any such easements or restrictive covenants and related documents shall be reasonably acceptable to the Owner, which acceptance shall not be unreasonably withheld, conditioned or delayed. The Owner agrees to use best efforts to review and approve (or disapprove with an explanation for such disapproval) any such requests within thirty (30) days of such request from the Developer (the "Administrative Review Period"). If the Owner has not provided the Developer with written notice of its approval or disapproval within the Administrative Approval Period (subject to requirements for Board approval as hereinabove provided), the Developer shall have the right to deliver written notice to the Owner advising the Owner that the Owner has not responded to the Developer within the Administrative Review Period and the Owner shall have an additional three (3) business days' thereafter to respond to the Developer with such approval or disapproval (the "Additional Notice Period").

(b) Easements, Rights to Land

. Nothing herein shall be construed to limit the rights of the Owner under this Section 3.2 or to require the Owner, subject to Section 15.13, to agree to any easements, restrictive covenants, easement vacations or modifications or such other documents that require the consent of the Board pursuant to applicable Law and Ordinance.

(c) Miami-Dade County's Rights as Sovereign

. It is expressly understood that notwithstanding any provision of this Agreement and the County's status as Owner:

(1) The County retains all of its sovereign powers and rights as a county under Florida laws (but not in regard to the performance of its contractual duties hereunder) and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building or zoning; from exercising its planning or regulatory duties and authority; and from requiring development under present or future (as applicable) Laws or Ordinances of whatever nature applicable to the design, construction and development of the Improvements provided for in this Agreement; and

(2) The County shall not by virtue of this Agreement be obligated to grant the Developer or the Project any approvals of applications for building, zoning, planning or development under present or future (as applicable) Laws or Ordinances of whatever nature applicable to the design, construction and development of the Project.

Section 3.3. Compliance with Law

. Preliminary Plans, Final Design Plans and Construction Plans, and all work by the Developer with respect to the Improvements and the Developer's construction of or installation thereon, shall be in conformity with this Agreement and Law and Ordinance, including applicable provisions of the Fire Life Safety Criteria found in the Metrorail Compendium of Design Criteria, Volume 1, Chapter 9 and the then-current version of DTPW's Adjacent Construction Manual or its replacement. Developer acknowledges that the DTPW Adjacent Construction Manual contains

minimum requirements and the County may impose more stringent requirements if the County deems that more stringent requirements are warranted to adequately protect the System.

Section 3.4. Federal Laws

. Developer shall comply with all of the following statutes, rules and regulations, to the extent applicable to the Improvements:

- (a) Requirements found in Title VI of the Civil Rights Act of 1964;
- (b) Requirements found in 49 CFR Part 26.7 regarding nondiscrimination based on race, color, national origin or sex;
- (c) Requirements found in 49 CFR Parts 27.7 and 27.9(b) and 37 regarding non-discrimination based on disability and complying with the Americans With Disabilities Act with regard to any Improvements constructed;
- (d) Requirements contained in the Federal Transit Administration Master Agreement relating to conflicts of interests, debarment and suspension.

Section 3.5. Nondiscrimination

. During the performance of this Agreement, Developer agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the Developer attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Developer or any owner, subsidiary or other firm affiliated with or related to the Developer is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Developer submits a false affidavit pursuant to this Resolution or the Developer violates the Act or the Resolution during the term of this Agreement, even if the Developer was not in violation at the time it submitted its affidavit.

Section 3.6. Payment and Performance Bonds

. At least ten (10) days before Developer commences any construction work related to any portion of the Improvements or any materials are purchased from a supplier, Developer shall execute, deliver to the County and record in the public records of the County, a payment and performance bond equal to the total cost of construction of the Improvements. Each payment and performance bond shall be in compliance with all applicable laws including the terms of Section 255.05, Florida

Statutes, and in compliance with the requirements of Sections 255.05(1)(a) and (c), Section 255.05(3), and Section 255.05(6), and shall name the County and the Developer beneficiaries thereof, as joint obligees. Developer shall not allow any mechanics liens or materialman's liens, or liens, judgments or encumbrances of any kind ("Encumbrances"), to be placed on, or to cloud title of, Owner's fee simple interest in the Property and shall indemnify Owner for any costs, expenses, or damages Owner incurs by reason thereof, in the event that any such Encumbrance is not removed as a lien on the Owner's fee simple interest in the Property within thirty (30) days after Developer receives written notice from Owner demanding removal of such Encumbrance, and in which case such Encumbrance shall be deemed an Event of Default hereunder. Developer shall promptly take all steps required to promptly remove or otherwise resolve all such Encumbrances of which Developer has been given actual notice.

Alternatively to the 255.05 payment and performance bond, Developer may: (1) provide the County with an alternate form of security in the form of a certified check that the County may deposit in a County-controlled bank account or an irrevocable letter of credit in a form and for an amount that is acceptable to the County ("Alternative Security"), to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate all contractors performing the Improvements have been paid and the Improvements have achieved Completion of Construction, and such Alternative Security shall meet the specifications set forth below; (2) require that each prime contractor hired by Developer to perform work on the Improvements shall provide a performance bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of his/her/its respective contract in a form acceptable to the County to insure that his/her construction work shall be completed by the contractor or, on its default, his/her surety and shall name the County as an additional obligee and shall meet the specifications set forth below; and (3) each prime contractor hired by Developer to perform work on the Improvements shall provide a payment bond with a surety insurer authorized to do business in the State of Florida as a surety in an amount not less than 100% of his/her/its respective contract in a form acceptable to the County to secure the completion of the Improvements free from all liens and claims of sub-contractors, mechanics, laborers and material men and shall name the County as an additional obligee and payee. The Alternative Security and the Bond(s) shall comply with the requirements of Section 255.05.

If Developer provides the Alternative Security, Developer shall also comply with the following obligations:

(A) Developer shall obtain a conditional release of lien from each of its prime contractor(s) at the time each progress payment is made.

(B) Developer shall obtain an unconditional release of lien from each of its prime contractor(s) within five (5) business days after payment is made.

(C) In the event Developer's contractor(s) claim non-payment(s), and/or, fail to timely provide unconditional releases of lien within the timeframe stipulated under these terms, Owner reserves the right but not the obligation to:

(i) Reduce the amount(s) in question from the cash deposit(s) or security posted until the claim(s) is/are liquidated; or

(ii) Appropriate funds for such payment(s) from any cash deposit(s) or security posted and make payment(s) directly to the claimant(s).

In either case, Developer shall within ten (10) business days of the County's notification to deposit an amount equal to the reduced/disbursed amount in the County's escrow account or increase the irrevocable letter of credit so as to replenish the original amount of the cash deposit(s) or security posted.

Section 3.7. Designation of the Owner's Representative

The County Mayor or the County Mayor's designee shall have the power, authority and right, on behalf of the Owner, in its capacity as Owner hereunder, and without any further resolution or action of the Board, to the extent allowed by applicable Laws and Ordinances, to:

(a) review and approve (if required) documents, plans, applications, assignments and requests required or allowed by the Developer to be submitted to the Owner pursuant to this Article and this Agreement;

(b) consent to actions, events, and undertakings by the Developer for which consent is required by the Owner;

(c) make appointments of individuals or entities required to be appointed or designated by the Owner in this Agreement;

(d) execute on behalf of the Owner any and all consents, agreements, easements, applications or other documents, needed to comply with applicable regulatory procedures and secure Permits, other permits or other approvals needed to accomplish the construction of the Improvements in and refurbishments of the Land;

(e) execute non-disturbance agreements and issue estoppel certificates as provided elsewhere in this Agreement;

(f) execute any and all documents on behalf of the Owner necessary or convenient to the foregoing approvals, consents, appointments and agreements; and

(g) amend this Agreement to correct any typographical or non-material errors.

The County Mayor or County Mayor's designee may only exercise the authority granted in this section, provided that (i) such exercise of authority shall be at no cost to Owner other than its cost to review the proposed amendments, agreements, documents and other instruments or materials, and shall not impose additional obligations or liabilities or potential obligations or liabilities on Owner beyond those set forth in this Agreement, and (ii) the form and provisions of such

amendments, agreements, documents and other instruments or materials shall be acceptable to Owner in its reasonable discretion.

ARTICLE 4 PLANS

Section 4.1. Design Plans

(a) The Developer shall submit design and construction plans to DTPW for review, coordination and approval (the "Design Plans"). For each submittal, the Developer shall submit an electronic copy and three (3) full-sized or half-sized sets of prints with the date noted on each print.

(b) The Improvements shown on Schedule 2.1 have been approved by the Owner and the Transportation Aesthetics Review Committee, an advisory board to the Metropolitan Planning Organization Governing Board. Owner authorizes the Developer to proceed with the preparation of plans and specifications for construction of the Improvements substantially as shown on Schedule 2.1.

(c) At 100% design completion of the Improvements, Developer shall submit proposed Final Design Plans for the Improvements to DTPW for its review and approval, which shall not be unreasonably withheld, delayed or conditioned.

Section 4.2. DTPW Review Process

Upon receipt of each of the above-mentioned submittals, DTPW shall review same and shall, within thirty (30) days after receipt thereof, advise Developer in writing of its approval or disapproval, setting forth in detail its reasons for any disapproval. In the event of a disapproval, Developer shall, within thirty (30) days after the date Developer receives such disapproval, make those changes necessary to meet DTPW's stated grounds for disapproval or request reconsideration of such comments, and DTPW shall respond to such request for reconsideration within twenty (20) days after receipt of such request. Within thirty (30) days of DTPW's response to such request for reconsideration, Developer shall, if necessary, resubmit such altered plans to DTPW. Any resubmission shall be subject to review and approval by DTPW, in accordance with the procedure hereinabove provided for an original submission, until the same shall receive final approval by DTPW. DTPW and Developer shall in good faith attempt to resolve any disputes concerning the Design Plans in an expeditious manner. DTPW's approval shall be in writing and each party shall have a set of plans signed by all parties as approved. In the event any material change occurs after approval of the Final Design Plans, then Developer must resubmit the changed portion of the Final Design Plans for DTPW's approval, and DTPW shall respond to any request for approval of changes to the Final Design Plans within twenty (20) days after receipt of such request. DTPW agrees that it shall not unreasonably withhold, condition or delay its approval of the Design Plans or any subsequent submission of revisions to the Design Plans. Notwithstanding any provision express or implied in this Agreement to the contrary, in no event shall the submittal of any Design Plans or any other plans by the Developer to the Owner be deemed (i) a representation and/or warranty by the Owner with respect to the completeness, design sufficiency,

or compliance with applicable legal requirements or industry standards, or (ii) impose upon the Developer any liability or obligation with respect thereto.

Section 4.3. Compliance with Policies

. Developer acknowledges that all plans and construction work in connection with the Improvements must comply with DTPW's Safety and Security Certification Program Plan for Miami-Dade Transit Rail Fixed Guideway Systems, and that any modifications to the System must be in connection with the Improvements made in compliance with the Change Review Boards Policy and Procedure.

Section 4.4. Construction Plans

. The Developer shall give the Owner copies of final site and elevation plans prior to submittal for the building permits for the Improvements. All Construction Plans must be in substantial conformity with the Final Design Plans approved by DTPW.

Section 4.5. As-Built Plans

. As soon as reasonably practicable after the completion of the Improvements constructed or installed in or on the Property, the Developer shall provide to the County an electronic copy and five (5) half-sized sets of "as-built" construction plans for the Improvements.

Section 4.6. Signage and Landscaping Entrances

. The Owner agrees to cooperate with the Developer in the development of plans regarding entrances to the Property in order to achieve an aesthetic blend of landscaping and signage which shall be in accordance with all governing laws, including all County ordinances and resolutions. All costs of developing such entranceway plans shall be paid by the Developer.

Section 4.7. Station and System Plans

. The Owner agrees, at the request of the Developer, to make available to the Developer for inspection all plans, specifications, working drawings and engineering data in the possession of the Owner, or available to it, relating to the Freedom Tower Metromover Station, it being understood and agreed that the Developer will reimburse the Owner for any duplication costs incurred in connection therewith and the Owner assumes no responsibility or liability for the information obtained pursuant to this Section. Developer shall obtain the necessary clearance prior to request/receipt of any confidential and/or exempt records pursuant to Chapter 119, Florida Statutes.

Section 4.8. Developer Obligations

. DTPW's approval of any Design Plans pursuant to this Article 4 shall not relieve the Developer of its obligations under applicable Laws or Ordinances to file such plans with any other department of Miami-Dade County, the City of Miami or any other governmental authority having jurisdiction over the issuance of building or other Permits and to take such steps as are necessary to obtain issuance of such Permits. The Owner agrees to cooperate pursuant to Section 15.13 and join in (if

applicable), with the Developer in connection with the obtaining of such approvals and Permits. The Parties acknowledge that any approval given by a Party pursuant to this Article 4, or anywhere else in this Agreement, shall not constitute an opinion or agreement by such Party that the plans are structurally sufficient or in compliance with any Laws or Ordinances, and no such approval shall impose any liability upon such Party.

Section 4.9. Jurisdiction

The Parties acknowledge that the County retains jurisdiction for building approvals, including issuance of building permits, building inspections and issuance of certificates of occupancy within the any portion of the Miami-Dade County Transit System.

**ARTICLE 5
CONSTRUCTION**

Section 5.1. Requirements for Commencement of Construction

Prior to the Commencement of Construction, the Developer shall satisfy the following requirements:

(a) The Developer shall become a registered vendor with the County Internal Services Department Division of Procurement Management, and satisfied all requirements of the County in connection with such registration.

(b) DTPW shall approve the Final Design Plans for the Improvements;

(c) Prior to any construction, excavation, demolition, restoration, or staging within the Property, the Developer shall submit to the DTPW Right-of-Way, Utilities and Property Management Division through the DTPW Director, or his or her designee, an electronic copy and five (5) full-sized or half-sized print copies and of all such plans, drawings and calculations showing the relationship between the proposed activities and the System. The drawings and calculations shall have sufficient detail to allow DTPW to determine if such activities are likely to impact the System facilities, operations and/or systems and the extent of that impact, if any. The drawings and calculations shall include, if applicable, but not be limited to, the following:

- (1) Site plan;
- (2) Drainage area maps and calculations;
- (3) Sheeting and shoring drawings and calculations;
- (4) Architectural drawings for all underground levels through the top floor;
- (5) Sections showing foundations in relation to System structures;
- (6) Structural drawings;
- (7) Pertinent drawings detailing possible impacts on the System;

- (8) Geotechnical reports;
- (9) Settlement monitoring, mitigation and remediation plan, if applicable; and
- (10) Proposed sequence of activities.

(d) Any such proposed construction, excavation, demolition, restoration, or staging may commence only after the requirements set forth in Sections 5.1(a)-(c) have been met. **All construction shall be in compliance with the latest edition of the Miami-Dade County Adjacent Construction Manual, which may be amended from time to time.**

(e) If the Owner, in its sole discretion, determines that activities undertaken or authorized by the Developer, or planned to be undertaken or authorized by the Developer, in connection with construction of the Improvements may adversely impact the System or transit facilities or operations, the Owner may require the Developer to submit a plan to monitor, mitigate and remediate any such impacts. The plan must be approved by the Owner, whose approval shall not be unreasonably withheld, delayed or conditioned, in writing prior to the commencement of any such activities. If directed by the Owner, the Developer shall promptly mitigate and/or remediate all such impacts caused by construction of the Improvements reasonably specified by the Owner, to the reasonable satisfaction of the Owner, at Developer's sole expense. Additionally, the Owner shall have the right to slow or stop any construction of the Improvements that the Owner, in its sole discretion, determines to be potentially hazardous to the System, or to transit facilities and/or operations, or to County employees, patrons or to the public. Owner shall not be liable to the Developer as a result of such actions.

Section 5.2. Construction Costs

. The Owner shall not be responsible for any costs or expenses of construction or installation of the Improvements, except as otherwise provided herein or agreed to by the Parties.

Section 5.3. Progress of Construction

. From the Commencement of Construction until Completion of Construction, upon written request of the Owner's Representative, but not more frequently than bimonthly, the Developer shall submit a written report to the Owner's Representative of the progress of the Developer with respect to development and construction of the Improvements.

Section 5.4. Site Conditions

. The Developer, by executing this Agreement, represents it has visited the site, is familiar with local conditions under which the construction and development is to be performed, will perform all test borings and subsurface engineering generally required at the Property under sound and prudent engineering practices and will correlate the results of the test borings and subsurface engineering and other available studies and its observations with the requirements of the construction and development of the Improvements. Developer shall restore any portion of the Property that is damaged in connection with such testing and studies to a condition substantially similar to its pre-testing condition after all testing, if such portion of the Property will not be the

subject of any future Improvements, and shall provide the Owner with a copy of all test results. The Owner makes no warranty as to soil and subsurface conditions.

Section 5.5. Connection to Utilities

. The Developer, at its sole cost and expense, shall install or cause to be installed all necessary connections between the Improvements constructed or erected by it on the Property, and the water, sanitary and storm drain mains and mechanical and electrical conduits and other utilities, whether or not owned by the County. The Owner shall cooperate with the Developer pursuant to Section 15.13 hereof to the extent that the Developer needs the Owner to join in any agreements or documents for installation of any connections necessary for the Property and the Improvements required by the Developer. The cost of all utilities used for the construction of the Improvements (but not the operation thereof which shall be the responsibility of the Owner), including, without limitation, gas, water, sewer and electric utilities and services shall be borne by and shall be the sole responsibility of the Developer.

Section 5.6. Mutual Covenants of Non-Interference

The Developer's development and construction of the Improvements shall not materially and adversely interfere with the Owner's customary and reasonable operation of the System, unless prior arrangements have been made in writing between the Parties. The Developer may request interruption of the System operation by the Owner, or temporary closure of the Freedom Tower Metromover Station, for construction, maintenance or repairs to the Improvements and the Owner agrees to reasonably cooperate with such interruption in order to enable such construction, maintenance or repairs of the Improvements; provided, however, that the Owner shall not be required to close the Freedom Tower Metromover Station for the Developer to commence construction of the Improvements if either the Metromover station to the north or to the south of the Freedom Tower Metromover Station is closed for construction, maintenance or repairs being performed pursuant to a Development Agreement between the Owner and a private developer. The Owner may at any time during the Term of this Agreement, stop or slow down construction of the Improvements, but only upon the Owner's reasonable determination that the safety of the System, or of the users of the System or of any employees, agents, licensees and permittees of the Owner is jeopardized, provided that (i) Owner shall first notify Developer of such determination (and the basis for it), (ii) the Parties shall cooperate in good faith to abate or effectively manage the source of the problem, and (iii) Owner shall stop or slow down construction by Developer under this provision only if, despite the good faith efforts of the Parties to abate or effectively manage the problem, the safety of the System or its users remains in jeopardy. Any such slowdown or stoppage shall be deemed to be an Unavoidable Delay and shall entitle Developer to appropriate extensions of time hereunder, provided that such safety hazard which caused the slowdown or stoppage is not the result of Developer's negligence or willful act.

Section 5.7. Bus Bridge

. In the event that construction of the Project causes interruption of the System movements throughout the Omni Metromover Loop of the System, the following procedures will be put

immediately in operation until all elements have been assessed and Metromover movements return to normal, and in such events the Developer will reimburse the Owner for all costs of the Bus Bridge:

(a) The System will stop normal operations on the Omni Metromover Loop and a bus route will be immediately activated.

(b) The Developer shall provide professional assessment of the situation and within 48 hours after the interruption of Metromover service shall submit to Owner a complete schedule for the repairs, including but not limited to field inspection assessments signed and sealed by a Professional Engineer licensed in the State of Florida.

(c) The Developer will be responsible for all costs associated with the bus route implemented until a permanent solution is implemented and accepted to the satisfaction of the Owner. Developer's liability to the Owner shall be calculated based on the duration of the outage and the hourly cost of the Bus Bridge at the time of the occurrence.

Closure of the Freedom Tower Metromover Station during construction of the Improvements, or any other closures of the Freedom Tower Metromover Station to facilitate the maintenance and repairs contemplated by this Agreement, shall not require the implementation of a Bus Bridge. The Bus Bridge shall be implemented only if there is interruption of Metromover service throughout the Omni Metromover Loop.

Section 5.8. Ownership of Improvements

. All Improvements and all material and equipment provided by the Developer or on its behalf which are incorporated into or become a part of the Improvements located on the Property (excepting all of the System facilities) shall, upon being added thereto or incorporated therein, be and remain the property of the Owner, not including personal property of the Developer. As soon as reasonably practicable after the completion of the Improvements constructed or installed in or on the Property, the Developer shall assign to the County the appropriate warranties to the Improvements, to the extent assignable and at no cost or expense to the Developer.

Section 5.9. Additional Work

. The Parties hereby acknowledge, that if both Parties agree, the Owner may contract for certain work or services to be provided by the Developer in the Freedom Tower Metromover Station, including but not limited to, construction and maintenance items (excluding those construction and maintenance obligations expressly set forth in this Agreement). If such work is not part of this Agreement or the approved Plans and Specifications it shall be done at the cost of the Owner.

Section 5.10. Changes and Alterations to Improvements by the Developer

. The Developer, with the Owner's approval, which approval shall not be unreasonably withheld, delayed or conditioned, shall have the right, subject to the provisions of this Agreement, at any time and from time to time during the Term, at its sole cost and expense, to expand, rebuild, alter and/or reconstruct the Improvements and to raze the Improvements in accordance with applicable Laws and Ordinances, provided that any such razing shall be performed in connection with the

rebuilding of new Improvements. Notwithstanding anything herein to the contrary, any future development of or alterations to the Improvements or the Property shall be subject to the terms of this Agreement and be consistent with the Plans and Specifications prepared and approved for such future development work.

Section 5.11. Art in Public Places

. This project is subject to the Miami-Dade County Art in Public Places requirements to the extent provided in Section 2-11.15 of the Code of Miami-Dade County, managed by the Miami-Dade County Department of Cultural Affairs as detailed in Procedure 358 in the Miami-Dade County Procedures Manual (see <http://www.miamidadepublicart.org/#tools>).

Section 5.12. General Contractor Compliance

. Developer acknowledges that the general contractor it engages for construction of the Project shall be bound by the requirements of this Agreement, and Developer covenants to cause its general contractor to comply with the Agreement.

**ARTICLE 6
OPERATION, MAINTENANCE AND REPAIR**

Section 6.1. Non-Interference

. The Parties hereby mutually agree to use commercially reasonable efforts not to unreasonably interfere with the free flow of pedestrian or vehicular traffic to and from the Freedom Tower Metromover Station. They further agree that, except for those structures reasonably necessary for security and safety purposes, no fence, or any other structure of any kind (except as may be specifically permitted or maintained under the provisions of this Agreement, indicated on approved Construction Plans or otherwise mutually agreed upon in writing) shall be placed, kept, permitted or maintained in such a fashion as to materially or adversely interfere with pedestrian or vehicular traffic to and from the Freedom Tower Metromover Station from the public right of way. The Developer shall have the right to restrict pedestrian and vehicular access from the Freedom Tower Metromover Station directly to the Project during such days and at such times as Developer may reasonably determine. The foregoing shall not prohibit the Developer from closing the Improvements and denying access to the public at such times and in such manner as deemed necessary by the Developer during the development or construction of any portion of the Improvements or, the repair and maintenance of the Improvements, provided such closing does not interfere with the public's reasonable access to the Freedom Tower Metromover Station, or Owner's customary operation of the System, unless the Developer obtains the Owner's prior written consent to the extent required by Section 5.6 herein.

Section 6.2. Developer Rights to Erect Signs

(a) It is explicitly agreed and understood that this Agreement does not provide any rights for the Developer to place signs or advertisements on any County property.

(b) As used in this Agreement, "sign(s)" shall be deemed to include any display of characters, letters, illustrations, logos, or any ornamentation designed or used as an advertisement or to indicate direction, irrespective of whether the same be temporary or permanent, electrical, illuminated, stationary or otherwise.

(c) The County maintains the right as Owner to place, erect, maintain and operate, or cause, allow and control the placement, erection, maintenance and operation of signs or advertisements on its property, including within the Freedom Tower Metromover Station.

Section 6.3. Owner's Signs Upon the Property

. System-wide informational graphics, directional information, maps, and transit information shall be allowed to be placed within the Property at the sole expense of the County and at locations and in sizes in the County's sole discretion. Nothing in this Section limits the County's right as Owner to place signs or advertisements on any portion of the Property.

Section 6.4. Intentionally Deleted

Section 6.5. Owner Repairs and Maintenance

. Throughout the Term, as may be extended, except for matters that are the responsibility of the Developer pursuant to Section 6.6 below, the Owner, at its sole cost and expense, shall maintain and keep the Freedom Tower Metromover Station, the Improvements and the Property in good order and condition and make all necessary repairs thereto in a manner that is consistent with the level of service provided at other stations throughout the System. The term "repairs" shall include all replacements, renewals, alterations, additions and betterments deemed necessary by the Owner or as required under applicable Laws and Ordinances. All repairs made by the Owner shall be at least substantially similar in quality and class to the original work. Further, the Owner shall keep and maintain all portions of the Freedom Tower Metromover Station and the Property in a clean and orderly condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions, and shall perform routine cleaning and upkeep in a manner that is consistent with the level of service provided at other stations throughout the System.

Section 6.6. Developer Repairs and Maintenance

. Throughout the Term, as may be extended, the Developer, at its sole cost and expense, shall maintain and repair those Improvements set forth in Schedule 6.6 attached hereto. Notwithstanding anything to the contrary contained herein, except for the landscaping to be installed by the Developer, the maintenance obligations of the Developer hereunder shall specifically exclude any routine cleaning and upkeep as may be required to keep the foregoing Improvements in clean and orderly condition, reasonably free of dirt, rubbish, graffiti, and unlawful obstructions, and such cleaning and upkeep shall be provided by the Owner in accordance with Section 6.5 above. With the written consent of the County, and subject to County's compliance with any applicable labor union contract requirements, the Developer, at its sole cost and expense, may (but shall have no obligation to) provide maintenance and/or repairs to the Freedom Tower Metromover Station and repair any portion of the Improvements which are not

the responsibility of the Developer under this Section 6.6. The Developer shall not be required to obtain any further approvals from the Owner to repair the Improvements. Nothing in this Agreement shall in any way be interpreted or construed as the County delegating its enforcement of life safety codes and security measures with respect to Freedom Tower Metromover Station, the Improvements, or the Property. Notwithstanding any other provision to the contrary however, the Developer is responsible for obtaining the safety certification required by County in connection with the initial installation of the Improvements.

**ARTICLE 7
PAYMENT OF TAXES, ASSESSMENTS**

The Developer shall not be required to pay any Impositions with respect to the Land, the Property or any improvements located now or hereinafter thereon.

**ARTICLE 8
INSURANCE AND INDEMNIFICATION; LIMITATION OF LIABILITY**

Section 8.1. Insurance

. The Developer or the general contractor constructing the Improvements shall maintain coverage as required below throughout the applicable phases of this Agreement.

(a) Phased Insurance Requirements

. The Developer or the general contractor performing the Improvements shall furnish to DTPW Certificate(s) of Insurance evidencing insurance coverage that meets the requirements outlined below, which shall be required only during the performance of the work contemplated during the applicable phase and only in connection with the performance of the Developer's obligations under this Agreement:

(1) Design Phase

. A certificate of insurance must be provided as follows:

(A) Worker's Compensation Insurance with respect to the general contractor's employees as required by Chapter 440, Florida Statutes.

(B) Commercial General Liability Insurance on a comprehensive basis in an amount not less than [**\$1,000,000**] combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

(C) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used by Developer in connection with operations covered by this agreement (if any) in an amount not less than \$1,000,000 combined single limit per occurrence for Bodily Injury and Property Damage.

(D) Professional Liability Insurance in the name of the Developer or the licensed design professional employed by the Developer in an amount not less than \$1,000,000 per claim. This insurance coverage shall be maintained for a period of [two (2) years] after Completion of Construction.

(2) Construction Phase

. In addition to the insurance required in (1)(A) – (1)(D) above, the Developer shall provide or cause its contractors to provide policies indicating the following type of insurance coverage prior to Commencement of Construction:

(3) Worker's Compensation Insurance for all employees of the Developer as required by Chapter 440, Florida Statutes.

(4) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$50,000,000 combined single limit per occurrence for bodily injury and property damage. Miami Dade County must be shown as an additional insured with respect to this coverage.

(5) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this agreement in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

(6) Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s) that are part of the Improvements under construction. The policy shall name the Developer and the Owner A.T.I.M.A.

(7) Operation Phase

. Following the Completion of Construction, Developer shall provide Certificate(s) of Insurance as follows:

(8) Worker's Compensation Insurance for all employees of the Developer as required by Chapter 440, Florida Statutes.

(9) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami Dade County must be shown as an additional insured with respect to this coverage.

(10) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in conjunction with this agreement in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

(11) Continuity of Coverage

The Developer shall be responsible for assuring that the insurance documentation required in conjunction with this subsection remains in force for the duration of the Term. The Developer will be responsible for submitting renewal insurance documentation prior to expiration. All insurance policies required above shall be issued in companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

(A) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to strength, by A.M. Best Company, Oldwick, New Jersey (or its equivalent/successor); or

(B) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

(b) Certificate. For each certificate delivered pursuant to this Section, the certificate holder must read:

Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, FL 33128

Section 8.2. Indemnification

The Developer shall indemnify and hold harmless the Owner and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Owner or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature (collectively, the "Claims") arising out of, relating to or resulting from the performance of this Agreement by the Developer or its officers, employees, agents, or contractors, excluding any Claims arising out of or resulting from the willful misconduct or negligence of the Owner or any of its officers, employees, agents or contractors. The Developer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Owner or its officers, employees, agents or instrumentalities, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon. The Developer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Developer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner or its officers, employees, agents and instrumentalities as herein provided.

Except as provided in Section 768.28, Florida Statutes, the Owner shall indemnify and hold harmless the Developer and its officers, employees and agents from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the Developer or its officers, employees or agents may incur as a result of Claims arising out of, relating to or resulting

from the performance of this Agreement by the Owner or its officers, employees, or agents excluding any Claims arising out of, relating to or resulting from the willful misconduct or negligence of the Developer or any of its officers, employees, agents or contractors. The Owner shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Developer, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorney's fees which may issue thereon.

Section 8.3. Limitation of Liability of the Developer

. Without limiting the indemnity obligations set forth in Section 8.2, the Developer shall not be liable to the Owner for any incidental, consequential, special or punitive loss or damage whatsoever arising from or relating to this Agreement or the exercise of any rights of the Developer hereunder. This Section shall not apply to any obligation of the Developer as provided for under the terms of this Agreement upon any System damage or injury to person.

Section 8.4. Limitation of Liability of the Owner

. Without limiting the indemnity obligations set forth in Section 8.2, the Owner shall not be liable to the Developer for any incidental, consequential, special or punitive loss or damage whatsoever arising from the rights of the Owner hereunder.

**ARTICLE 9
DAMAGE AND DESTRUCTION**

Section 9.1. Owner's Right to Repair and Rebuild Station

. If, at any time during the Term as it may be extended, the Freedom Tower Metromover Station affecting the Property are damaged or destroyed by fire or other casualty, the Owner, at its option and its sole cost and expense, shall have the right to repair, alter, restore, replace or rebuild the same as nearly as reasonably possible to its value, condition and character which existed immediately prior to such damage or destruction, subject to such changes or alterations as the Owner may elect to make. If the Owner does not elect to restore or rebuild, the Developer shall have the right to (i) terminate this Agreement upon written notice to the Owner and (ii) remove any damaged portions of the Improvements or the Project and/or restore the Project to a complete and architecturally harmonious appearance.

Section 9.2. Developer's Right to Restore

. If, at any time during the Term as it may be extended, the Improvements on the Property shall be damaged or destroyed by fire or other casualty, the Developer, at its option and its sole cost and expense, shall have the right to (a) terminate this Agreement; or (b) repair, alter, restore, replace or rebuild the Improvements as nearly as reasonably possible to its value, condition and character which existed immediately prior to such damage or destruction, subject to such changes or alterations as the Developer may elect to make that are substantially consistent with the Plans and Specifications.

Section 9.3. Plans for Repair

. Before beginning any repairs or rebuilding, or letting any contracts in connection therewith, as necessitated by any damage to or destruction of the Property which adversely affects the entranceways to the Freedom Tower Metromover Station or System or the Developer's Improvements, the Developer shall submit for the Owner's approval (which approval shall not be unreasonably withheld, conditioned or delayed) Construction Plans for such repairs or rebuilding.

Section 9.4. Loss Payees of Developer -Maintained Property Insurance. With respect to any policies of property insurance required to be maintained by the Developer in accordance with Article 8, the proceeds thereunder shall be payable to the Developer and shall be applied in whole to repair and/or restoration of the Improvements. If no repair and/or restoration of the Improvements is made by the Developer, the County shall be entitled to such insurance proceeds and Developer shall pay such proceeds within 5 days of receiving notice from the County requesting such proceeds.

ARTICLE 10 TRANSFERS

Section 10.1. Developer's Right to Transfer

. During the Term, as it may be extended, the Developer shall have the right and privilege from time to time to sell, assign or otherwise transfer all or any portion of its rights under this Agreement, to such other persons, firms, corporations, general or limited partnerships, unincorporated associations, joint ventures, estates, trusts, any federal, state, County or municipal government bureau, department or agency thereof, or any other entities as the Developer shall select; subject, however, to the following:

(1) Developer shall be required to obtain the prior written consent of the Owner for a transfer of the Agreement to any party that is on the County's Delinquent Vendor List or Disbarment List, or the equivalent thereof;

(2) Developer shall not be in default under this Agreement in any material respect at the time of such sale, assignment or transfer;

(3) Developer shall deliver written notice to Owner of such sale, assignment or transfer, together with a copy of the sale, assignment or transfer agreement (if applicable) and the address for the transferee thereunder;

(4) Any sale, assignment or transfer of all or any part of the Developer's interest in this Agreement shall be made expressly subject to the terms, covenants and conditions of this Agreement, and such assignee or transferee shall expressly assume all of the obligations of the Developer under this Agreement, and agree to be subject to all conditions and restrictions to which the Developer is subject, but only for matters accruing after the sale, assignment or transfer; and

(5) Upon the sale, assignment or transfer by the Developer, the Developer shall be released and discharged from all of its duties and obligations from and after the effective date of such sale, assignment or transfer.

35

Developer shall be expressly authorized to assign this Agreement (but not the Project) to (i) the Miami Worldcenter Community Development District and (ii) any property owners' association or similar entity with authority to operate and maintain common elements of the Miami Worldcenter development. Further, Developer shall be expressly authorized without any further consent by Owner to assign this Agreement (but not the Project) to Miami A/I, LLC, a Delaware limited liability company, or any other subsidiary of Miami Worldcenter Holdings, LLC, a Delaware limited liability company, at any time during the first five (5) years of the initial Term. Notwithstanding anything to the contrary contained herein, Developer agrees that it shall not transfer the Project to an entity that is exempt from ad valorem real estate taxes.

Section 10.2. Owner's Right to Transfer

. During the Term, as it may be extended, the Owner's right to transfer the Property or any portion thereof and to assign any of its rights and obligations under this Agreement shall be subject to the following:

(1) The Owner shall not be in default under this Agreement in any material respect at the time of such sale, assignment or transfer;

(2) The Owner shall deliver written notice to the Developer of such sale, assignment or transfer, together with a copy of the sale, assignment or transfer agreement (if applicable) and the address for the transferee thereunder;

(3) Any sale, assignment or transfer of all or any part of the Owner's interest in this Agreement and/or to the Property or the Improvements or any portion thereof shall be made expressly subject to the terms, covenants and conditions of this Agreement, and such assignee or transferee shall expressly assume all of the obligations of the Owner under this Agreement applicable to that portion of the Property or the Improvements being sold, assigned or transferred, and agree to be subject to all conditions and restrictions and obligations to which the Owner is subject, but only for matters accruing while such assignee or transferee holds, and only related to, the sold, assigned, or transferred interest; and

(4) Upon the sale, assignment or transfer by the Owner pursuant to the terms of this Agreement, the Owner shall be released and discharged from all of its duties and obligations hereunder from and after the effective date of such sale, assignment or transfer.

ARTICLE 11 EMINENT DOMAIN

Section 11.1. Entire or Partial Taking; Termination of Agreement

. If (a) the power of eminent domain shall be exercised by any federal or state sovereign or their proper delegates by condemnation proceeding (a "Taking") with respect to the entire Property, or (b) there is a Taking of less than the entire Property during the Term and the remaining portion of the Property not so taken cannot be adequately restored as required by the Developer in the Developer's sole discretion, then the Developer shall have the right, to be exercised by written notice to the Owner within one hundred twenty (120) days after the date of the Taking, to terminate this Agreement on a date to be specified in said notice, which date shall not be earlier than the date

of such taking, in which case this Agreement shall be terminated and the term herein demised shall cease and terminate. The Developer's right to recover a portion of the award for a Taking, as hereinafter provided, is limited to the fair market value of the Improvements which the Developer paid for, and in no event shall the Developer be entitled to compensation for any fee interest in the Land. Notwithstanding anything herein contained to the contrary, the County shall be entitled to receive from the condemning authority not less than the appraised value of the Land and Improvements owned by the County. For the purpose of this Article 11, the date of Taking shall be deemed to be either the date on which actual possession of the Property or a portion thereof, as the case may be, is acquired by any lawful power or authority pursuant to the Taking or the date on which title vests therein, whichever is earlier. The Developer and the Owner shall, in all other respects, keep, observe and perform all the terms of this Agreement up to the date of such Taking.

Section 11.2. Partial Taking; Continuation of Agreement

. If following a partial Taking during the Term, this Agreement is not terminated as hereinabove provided then, this Agreement shall terminate as to the portion of the Property taken in such condemnation proceedings, and, as to that portion of the Property not taken, the Developer shall have the right, but not the obligation, to proceed at its own cost and expense either to make an adequate restoration, repair or reconstruction or to rebuild the Improvements upon the Property affected by the Taking. In such event, the Developer's share of the award shall be determined in accordance with Section 11.1 herein.

**ARTICLE 12
DEFAULT**

Section 12.1. Events of Default

. It shall be an "Event of Default" if either Party fails to keep, observe, or perform any of its obligations or duties imposed upon the Party under this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof from the other Party to the defaulting Party setting forth with reasonable specificity the nature of the alleged breach; or in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, the defaulting Party fails within said thirty (30) day period to proceed promptly and with due diligence and in good faith to pursue curing said default and thereafter continue to diligently pursue the curing of such default subject to Unavoidable Delays. Owner acknowledges that any lender providing financing to Developer in connection with the Project shall have the right, but not the obligation, to cure any default of Developer under this Agreement.

Section 12.2. Failure to Cure Default

. If an Event of Default shall occur, the non-defaulting Party, at any time after the periods set forth in Section 12.1 and provided the defaulting Party has failed to cure such Event of Default within such applicable period, shall have the following rights and remedies, which are cumulative and in addition to any and all other remedies, in law or in equity that the non-defaulting Party may have against the defaulting Party:

37

(1) to sue the defaulting Party for all damages (as limited by Article 8), costs and expenses arising from the Event of Default and to recover all such damages, costs and expenses (as limited by Article 8); or

(2) to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and to obtain a decree specifically compelling performance of any such term or provision of this Agreement; or

(3) from and after the issuance of a final certificate of occupancy for the construction of the Project, to terminate any and all obligations that the non-defaulting Party may have under this Agreement, in which event the non-defaulting Party shall be released and relieved from any and all liability under this Agreement.

Section 12.3. No Waiver

No failure by either Party to insist upon the strict performance of any of the terms of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any of the terms of this Agreement. None of the terms of this Agreement to be kept, observed or performed by the Developer, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the non-breaching Party. No waiver of any breach shall affect or alter this Agreement, but each of the terms of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. No waiver of any default of any Party hereunder shall be implied from any omission by the other Party to take any action on account of such default, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated. One or more waivers by any Party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

ARTICLE 13 NOTICES

Section 13.1. Addresses

All notices, demands or requests by the Owner to the Developer shall be deemed to have been properly served or given, if addressed to LUMA MWC Owner, LLC at 2001 Summit Park Drive, Suite 300, Orlando, FL 32810, and to such other address and to the attention of such other party as the Developer may, from time to time, designate by written notice to the Owner. If the Developer at any time during the Term changes its office address as herein stated, the Developer will promptly give notice of same in writing to the Owner. All notices, demands or requests by the Developer to the Owner shall be deemed to have been properly served or given if addressed to the Department of Transportation and Public Works, Director, or his designee, 701 NW First Court, 17th Floor, Miami, Florida, 33136, and to such other addresses and to the attention of such other parties as the Owner may, from time to time, designate by written notice to the Developer. If the Owner at any time during the Term hereof changes its office address as herein stated, the Owner will promptly give notice of same in writing to the Developer.

Section 13.2. Method of Transmitting Notice

. All such notices, demands or requests (a “Notice”) shall be sent by: (a) United States registered or certified mail, postage prepaid, return receipt requested, (b) hand delivery, (c) nationally recognized overnight courier, or (d) electronic transmission, provided the transmission is electronically confirmed and the original of the Notice is sent by one of the foregoing means of transmitting Notice within 24 hours of the electronic transmission. All postage or other charges incurred for transmitting of Notices shall be paid by the party sending same. Such Notices shall be deemed served or given on (a) the date received, (b) the date delivery of such Notice was refused or unclaimed, or (c) the date noted on the return receipt or delivery receipt as the date delivery thereof was determined impossible to accomplish because of an unnoticed change of address.

ARTICLE 14 CERTIFICATES BY THE COUNTY AND DEVELOPER

Section 14.1. Developer Certificate

. The Developer agrees at any time and from time to time, upon not less than twenty (20) days’ prior written notice by the Owner to execute, acknowledge and deliver to the Owner a statement in writing setting forth any monies then payable under this Agreement, if then known; certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the Agreement is in full force and effect as modified and stating the modification), and the dates to which monies (if any) have been paid, and stating (to the best of the Developer’s knowledge) whether or not the Owner is in default in keeping, observing or performing any of the terms of this Agreement; and, if in default, specifying each such default (limited to those defaults of which the Developer has knowledge). It is intended that any such statement delivered pursuant to this Section 14.1 may be relied upon by the Owner or any prospective assignee, transferee or purchaser of the fee, but reliance on such certificate shall not extend to any default of the Owner as to which the Developer shall have no actual knowledge.

Section 14.2. Owner Certificates

. The Owner agrees at any time and from time to time, upon not less than twenty (20) days’ prior written notice by the Developer to furnish a statement in writing, in substantially the form attached hereto as Schedule 14.2 setting forth any monies then payable under this Agreement, if then known; certifying that this Agreement is unmodified and in full force and effect (or if there shall have been modifications that the Agreement is in full force and effect as modified and stating the modifications) and the dates to which monies (if any) have been paid; stating whether or not to the best of the Owner’s knowledge, the Developer is in default in keeping, observing and performing any of the terms of this Agreement, and, if the Developer shall be in default, specifying each such default of which the Owner may have knowledge. It is intended that any such statement delivered pursuant to this Section 14.2 may be relied upon by any prospective lender, assignee, transferee or purchaser of the Developer’s interest in this Agreement, but reliance on such certificate may not extend to any default of the Developer as to which the Owner shall have had no actual knowledge.

ARTICLE 15
CONSTRUCTION OF TERMS AND MISCELLANEOUS

Section 15.1. Severability

. If any provisions of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue to be valid and be enforced to the fullest extent permitted by law.

Section 15.2. Captions

. The Article headings and captions of this Agreement and the Table of Contents preceding this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

Section 15.3. Relationship of Parties

. This Agreement does not create the relationship of principal and agent or of mortgagee and mortgagor or of partnership or of joint venture or of any association between the Parties.

Section 15.4. Recording

. This Agreement shall be recorded among the Public Records of Miami-Dade County, Florida, at the sole cost of the Developer.

Section 15.5. Construction

. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The Parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arms' length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement which has been drafted by counsel for both the Parties.

Section 15.6. Consents

. Whenever in this Agreement the consent or approval of the Owner or the Developer is required, such consent or approval shall be made by the County Mayor or County Mayor's designee (on behalf of the Owner) and any duly authorized representative of Developer (on behalf of the Developer) and:

(a) shall not be unreasonably or arbitrarily withheld, conditioned, or delayed unless specifically provided to the contrary, and shall not require a fee from the Party requesting same;

(b) shall not be effective unless it is in writing; and

(c) shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Developer or the Owner, as applicable, of the obligation of obtaining the other's prior written consent or approval to any future similar act or transaction.

(d) Material amendments to this Agreement shall require the consent of the FTA, the FDOT and the Board and shall not be effective until the consent of each of those entities is obtained.

Section 15.7. Entire Agreement

. This Agreement and the Access and Utility Easement (the "Easement") dated as of the date hereof contain the entire agreement between the parties hereto. This Agreement shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto and such amendment has been approved by the required parties. In the event of any conflict between the terms of this Agreement and the terms of the Easement, the terms of the Easement shall prevail.

Section 15.8. Successors and Assigns

. The terms herein contained shall bind and inure to the benefit of the Owner, its successors and assigns, and to the Developer, its successors and assigns, except as may be otherwise provided herein.

Section 15.9. Holidays

. It is hereby agreed and declared that whenever the day on which a payment due under the terms of this Agreement, or the last day on which a response is due to a notice, or the last day of a cure period, falls on a day which is a legal holiday in Miami-Dade County, Florida, or on a Saturday or Sunday, such due date or cure period expiration date shall be postponed to the next following business day. Any mention in this Agreement of a period of days for performance shall mean calendar days, except as otherwise set forth herein.

Section 15.10. Schedules

. Each Schedule referred to in this Agreement has been initialed by the parties and forms an essential part of this Agreement. The Schedules, even if not physically attached, shall be treated as if they were part of this Agreement.

Section 15.11. Brokers

. The Parties hereby represent and agree that no real estate broker or other person is entitled to claim a commission as a result of the execution and delivery of this Agreement.

Section 15.12. Governing Law

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

Section 15.13. Cooperation; Expedited Permitting

. The Parties agree to reasonably cooperate with each other to the full extent practicable pursuant to the terms and conditions of this Agreement. The Parties agree that time is of the essence in all aspects of their respective and mutual responsibilities pursuant to this Agreement. The Owner shall use its best efforts to assist the Developer in obtaining its Permits and achieving its development and construction milestones for the Improvements.

Section 15.14. Counterparts

. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

Section 15.15. Intentionally Deleted

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Section 15.16. No Third-Party Rights

. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 15.17. Further Assurances

. The Parties agree that at any time, and from time to time, after the execution and delivery of this Agreement, they shall, upon the request of the other Party, execute and deliver such further documents and do such further acts and things as may be reasonably requested in order to more fully effectuate the purposes of this Agreement.

Section 15.18. Independent Private Sector Inspector General (IG) Requirements

. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Developer shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Developer's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Developer, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Section shall not impose any liability on the County by the Developer or any third party.

Section 15.19. Miami-Dade County Inspector General Review

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(1) According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts.

(2) The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to this Agreement. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process for the Improvements, including but not limited to project design, specifications, proposal submittals, activities of the Developer, its officers, agents and employees, lobbyists, County staff and elected officials relating to this Agreement or the Improvements to ensure compliance with the specifications of this Agreement and to detect fraud and corruption.

(3) Upon written notice to the Developer from the Inspector General or IPSIG retained by the Inspector General, the Developer shall make all requested records and documents relating to this Agreement or the Improvements available to the Inspector General or IPSIG for inspection and copying during reasonable business hours. The Inspector General and IPSIG shall have the right upon prior notice and during reasonable times, to inspect and copy all documents and records in the Developer's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of this Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 16 REPRESENTATIONS AND WARRANTIES

Section 16.1. Owner's Representations and Warranties

. The Owner hereby represents and warrants to the Developer that:

(1) It has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the persons signing this Agreement on behalf of the County have the authority to bind the Owner and to enter into this transaction and the Owner has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement.

(2) The Owner will make the Property available to the Developer as contemplated in this Agreement.

(3) Throughout the Term, as it may be extended, the Owner will endeavor to continue transit service to and from the Freedom Tower Metromover Station on a daily basis, subject to service disruptions that may occur occasionally and which shall not be considered termination of service under this Agreement.

(4) In accordance with Section 125.411(3) of the Florida Statutes, the Owner does not warrant the title or represent any state of facts concerning the title to the Property, except as specifically stated in this Agreement.

Section 16.2. Developer's Representations and Warranties

. The Developer hereby represents and warrants to the Owner that it has full power and authority to enter into this Agreement and perform in accordance with its terms and provisions and that the parties signing this Agreement on behalf of the Developer have the authority to bind the Developer and to enter into this transaction and the Developer has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Agreement.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the Owner has caused this Development Agreement to be executed in its name by the County Mayor or his designee; as authorized by the Board of County Commissioners.

ATTEST:

HARVEY RUVIN, CLERK

By: _____
Title: Deputy Clerk

OWNER:

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

By: _____
Name: Alina T. Hudak
Title: Deputy Mayor

Approved as to form and legal sufficiency

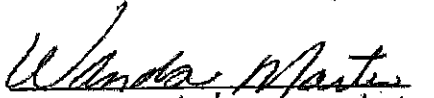
Print Name: Annery Pulgar Alfonso

[Signature Page to Development Agreement]

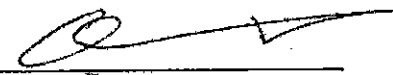
IN WITNESS WHEREOF the Developer has caused this Development Agreement to be executed by its duly authorized representative all on the day and year first hereinabove written.

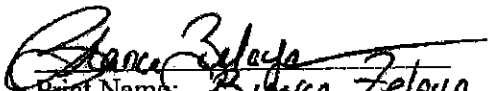
Signed in the presence of:

DEVELOPER:


Print Name: Wanda Martin

ZOM FLORIDA, INC., a Florida corporation

By: 
Name: Darryl Henninger
Title: V.P.

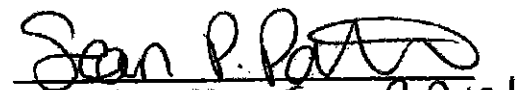

Print Name: Blanca Zelaya

North Carolina
~~STATE OF FLORIDA~~)
) SS:
~~COUNTY OF MIAMI DADE~~)
Wake

The foregoing instrument was acknowledged before me this 29th day of March, 2018, by Darryl Henninger, as V.P. of ZOM FLORIDA INC., a Florida corporation.

Personally Known _____ OR Produced Identification NC DL 28317109

Type of Identification Produced NC DL 28317109


Print or Stamp Name: Sean P. Patel
Notary Public, State of Florida at Large
Commission No.: N/A
My Commission Expires: 08/27/2020

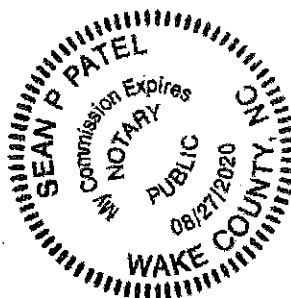
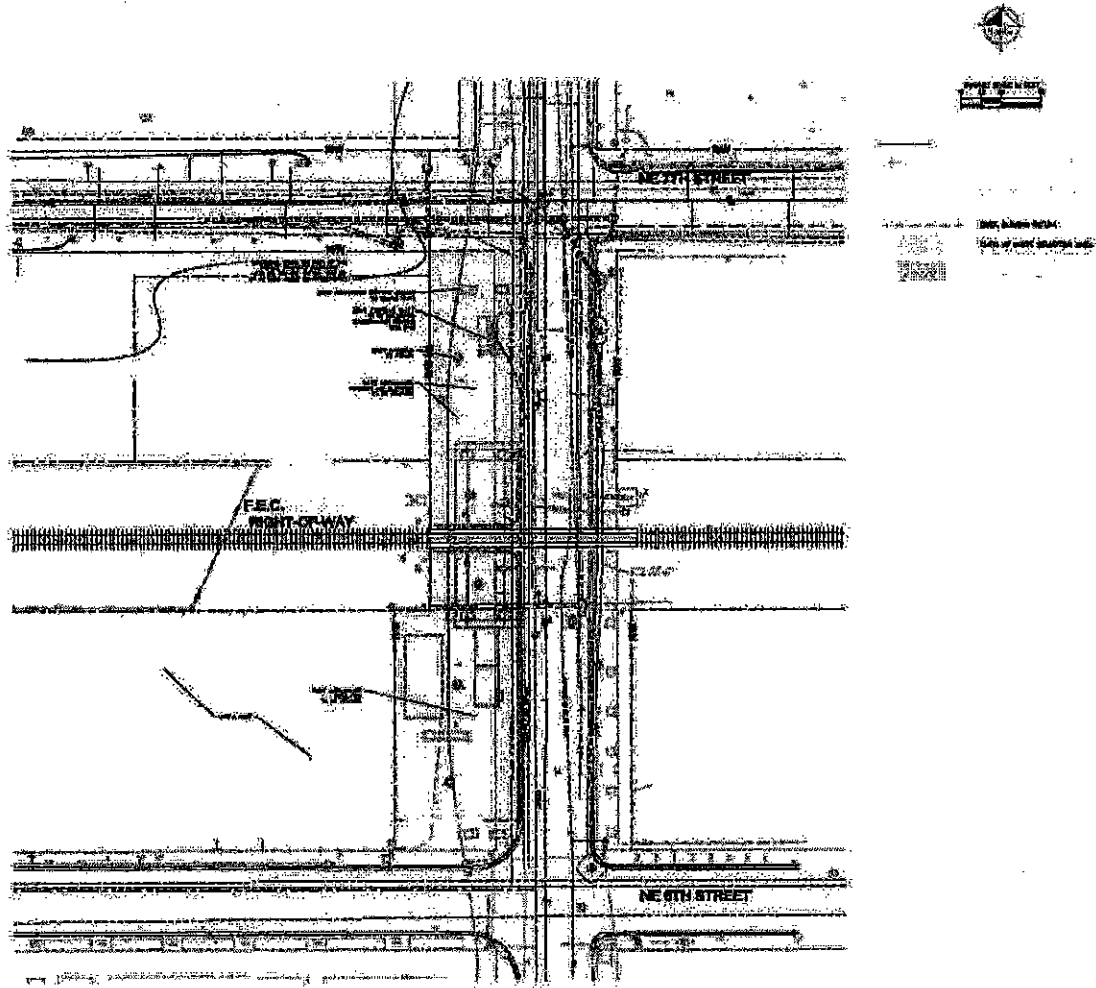


Exhibit A

Land Location Sketch



Schedule 2.1

Description and Depiction of Improvements

Description of Improvements

Developer shall perform the following Improvements to the Freedom Tower Metromover Station:

- Install a new elevator shaft and elevator system in the portion of the Freedom Tower Metromover Station located south of the FEC rail line.
- Relocate the existing escalator at the south entry to the Freedom Tower Metromover Station to accommodate the new elevator location.
- Remove existing stairs at the south entry to the Freedom Tower Metromover Station.
- Install new stairs adjacent to relocated escalator to accommodate the new elevator location.
- Install canopy over new stairs and escalator at southern entry point to provide weather protection.
- Relocate, reconfigure and add to fencing and gates at southern entry point to accommodate new elevator access and new located of stairs and escalator.
- Relocate existing automatic passenger counter equipment as required for reconfigured southern entry point.
- Remove the existing elevator shaft located to the north of the FEC rail line.
- Remove existing concrete stairs at the northern end of the platform.
- Remove existing canopy over northern stairs.
- Install reconfigured stairs descending from the northern end of the platform to the ground floor in a linear pathway, with no switchback, eliminating blind corners in the pedestrian route.
- Install canopy over new stairs to provide weather protection.
- Install new fencing and gates at reconfigured northern entry point.
- Relocate existing automatic passenger counter equipment as required for reconfigured northern entry point.
- Install station identifying signage at north and south entry points to Freedom Tower Metromover Station.

[Schedule 2.1]

- Install metal cladding on columns to match aesthetics of adjacent Project.
- Apply new finish to platform floor to match aesthetics of adjacent Project.
- Install new pavers to match CDD Master Plan for Miami World Center.
- Install landscaping to match CDD Master Plan for Miami World Center.
- The integrity of the original design will be maintained as much as possible, and will in all cases remain compliant with Miami Dade Transit guidelines.

[Schedule 2.1]

Schedule 6.6

Description of Improvements Maintained by Developer

- Fencing and gates at reconfigured northern entry point;
- At-grade wayfinding signage at north and south entry points to Freedom Tower Metromover Station;
- Metal cladding on columns to match aesthetics of adjacent Project;
- Platform floor to match aesthetics of adjacent Project;
- Pavers to match CDD Master Plan for Miami World Center; and
- Landscaping to match CDD Master Plan for Miami World Center.

[Schedule 6.6]

Schedule 14.2

Owner's Estoppel Certificate

(Form subject to amendments based on the Developer or any requirements of the Developer's lenders or successors and/or assigns)

Re:

Ladies and Gentlemen:

Owner has been advised that [_____] (the "Relying Party") intends to _____ [make a loan] [acquire _____] [sublease _____] [lease _____] [take an assignment of _____] (the "Transaction") in connection with the Project and/or Improvements described in the Agreement, and that, in connection with the Transaction, the Relying Party will act in material reliance upon this Estoppel Certificate from the Owner.

The Owner hereby certifies, represents, warrants, acknowledges and agrees as follows:

1. A true, complete and correct copy of the Agreement is attached to this Estoppel Certificate as Exhibit A. There have been no amendments, modifications, extensions, renewals or replacements of the Agreement (other than as attached hereto).

2. Other than those contained in writing in the Agreement, the Developer has made no representations, warranties or covenants to or in favor of the Owner with respect to the Project.

3. The Agreement is in full force and effect. The Developer has constructed the Improvements and is maintaining the Improvements in accordance with the terms of the Agreement. The Owner has no knowledge of any set offs, claims or defenses to the enforcement of the Agreement or the Developer's rights thereunder (except as expressed hereunder or attached hereto).

4. To the Owner's knowledge, (i) there is no Event of Default by the Developer or the Owner; (ii) neither the Developer nor the Owner is in breach under the Agreement, and (iii) no event has occurred or condition exists which, with the giving of notice or passage of time, or both, could result in an Event of Default or breach under the Agreement by either party (except as expressed hereunder or attached hereto).

5. As of [date], no amounts or sums are due from the Developer to the Owner.

6. The Owner has no knowledge of any present condition or event that may give rise to a violation of any federal, state, County or municipal law, regulation, ordinance, statute, rule, order or directive applicable to the Agreement, the Property, the Improvements or the Project (except as expressed hereunder or attached hereto).

7. The undersigned is properly authorized to execute this Estoppel Certificate and the Relying Parties have the right to rely on this Estoppel Certificate.

[Schedule 14.2]

Except as otherwise expressly defined in this Estoppel Certificate, all capitalized and/or defined terms when used herein will have the same meanings as given such terms in the Agreement. This Certificate may be delivered by the Owner by facsimile; pdf or facsimile signature.

Dated this ____ day of _____, 20__.

Very truly yours,

[Schedule 14.2]

This instrument prepared by or under the direction of:

Ryan D. Bailine, Esq.
Greenberg Traurig, P.A.
333 SE 2nd Avenue, Suite 4400
Miami, Florida 33131

(This space reserved for Clerk)

**ACCESS, TEMPORARY CONSTRUCTION, AND UTILITY EASEMENT
AGREEMENT**

THIS ACCESS, TEMPORARY CONSTRUCTION, AND UTILITY EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 2018 (the "Effective Date"), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, by and through **THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS** (collectively, the "County" or "DTPW"), whose place of business and mailing address is at 701 NW 1st Court, 17th Floor, Miami, Florida 33136, as Grantor; and **MIAMI A/I, LLC**, a Delaware limited liability company ("MWC"), whose place of business and mailing address is One Town Center, Suite 600, Boca Raton, Florida 33486, as Grantee.

WITNESSETH:

WHEREAS, MWC is the owner of those parcels of land, to be improved from time to time, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**MWC Property**"), which MWC intends to redevelop into mixed-use commercial and residential developments; and

WHEREAS, the eastern boundary of the MWC Property is directly adjacent to and west of certain lands owned by the County and operated by DTPW (the "**Transit Property**") containing an elevated Metromover rail line and two Metromover stations located along NE 2nd Avenue between NE 6th Street and NE 7th Street (such rail line and stations collectively referred to herein as the "**Omni Metromover Loop/Corridor and Stations**"); and

WHEREAS, to facilitate the new development of the MWC Property with proper access for vehicular and pedestrian ingress and egress and with proper utility passageways or routes for service lines, the County desires to grant to MWC certain access, temporary construction and utility easements across the Transit Property; and

WHEREAS, the access and temporary construction easements will be a benefit to the general public and to the County whereby the residents of Miami-Dade County will have access through the Transit Property to the developments on the MWC Property; and

WHEREAS, pursuant to Resolution R-504-15, adopted by Miami-Dade County Board of County Commissioners on June 2, 2015, the utility service lines serving the MWC Property shall be directly buried underground for aesthetic presentation, with no or very little above ground appearances; and

WHEREAS, the access easements, temporary construction and utility easements are designed to cross the Transit Property so as to enter or have access to NE 2nd Avenue, a public road; and

WHEREAS, the access easements, temporary construction and utility easements shall not interfere with any existing DTPW or County infrastructures as located within the Transit Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the sum of Ten and No/100 Dollars (\$10.00) in hand paid by each party hereto to the other and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree to the terms, conditions and covenants hereinafter set forth:

**ARTICLE I
RECITALS; TERM**

1.1 Recitals. The foregoing recitals are true and correct and are incorporated herein by reference as if set out in full in the body of this Agreement.

1.2 Consideration. County is entering into this Agreement for and in consideration of the mutual covenants contained herein and an annual rent payment in the amount of \$6,735.00 (the "Initial Rent") payable by MWC to County within ninety (90) days of the Effective Date ("Rent Commencement Date"), and then annually thereafter on June 1 of each year.

In each and every month of April which occurs a minimum of one year after the Rent Commencement Date, the County shall calculate adjustment of the annual rent amount by multiplying the most recent annual rent amount with the CPI annual percentage factor published for each most recent month of January and the product of this calculation shall become the annual rent amount effective upon the first day of the next following month of June; and this procedure shall remain separate from, and shall not be interrupted, delayed, altered, reduced or affected by advance pre-paid rent. The County shall notify the Developer in writing of the resulting amount of the rent adjustment calculation so that the Developer may incorporate the resulting rent amount into the Developer's annual fiscal budget. All references to CPI in this agreement shall mean Consumer Price Index (Base Period 1982-1984 = 100) for All Urban Consumers (CPI-U): U.S. city average, All Items, Unadjusted percentage change for previous cumulative 12 month period as published by the United States Department of Labor - Bureau of Labor Statistics. Regardless of the amount which results as the product of each CPI adjusted rent amount calculation, rent shall never be decreased by any amount, and each rent increase shall not exceed three percent (3%) annually. If CPI becomes discontinued, replaced, or modified by the federal government in such a manner that renders CPI unavailable or ineffective to annually calculate and adjust the rent amount commensurate with economic inflation, then CPI shall be replaced by the County with another

generally accepted mathematical formula or factor that will allow the County to annually calculate and adjust the rent amount commensurate with economic inflation and the County shall notify the Developer of such replacement upon the earliest practical date. Notwithstanding anything to the contrary contained herein, in no event shall the annual rent as adjusted herein ever exceed two hundred percent (200%) of the Initial Rent.

ARTICLE II ACCESS EASEMENTS

2.1 Access and Temporary Construction Easements. The County, as the owner of the Transit Property, as Grantor, hereby grants and conveys unto MWC, the Grantee, for the benefit of, and as appurtenances to the MWC Property, as improved from time to time, and to MWC and its successors and designated assigns, for the term of this Agreement:

(a) non-exclusive perpetual easements (the “**Access Easements**”) for access, ingress and egress over, upon and across those portions of the Transit Property more particularly described on Exhibit “B” attached hereto and made a part hereof (the “**Access Easement Area**”), for purposes of providing passageways for vehicles (including, but not limited to, bicycles, cars, trucks, tractor-trailers, construction vehicles, and other heavy vehicles that satisfy the vertical clearance requirements of the Metromover guideway infrastructure located above the Access Easement Area) and pedestrians to travel upon, on, over, and across the Access Easement Area; and

(b) a non-exclusive easement (the “**Temporary Construction Easement**”) (i) across the Access Easement Areas and the immediately adjacent Transit Property to install, construct, maintain, repair and replace all of the roadways, curbs, sidewalks and other access facilities to be located on the Access Easement Area and any modifications required to connect to public roadways through the Access Easement Area (collectively, the “**Access Improvements**”) and the Traffic Work (as defined below), as needed from time to time, (ii) across, over and above the Transit Property for the purpose of construction and development of any and all improvements on the MWC Property, and any other repair and maintenance activities in connection therewith, including without limitation, (1) swinging a crane (but not materials or loads), (2) installing overhead protection and netting and barriers restricting pedestrian access to construction areas, (3) installation of temporary sheet piling to shore up the MWC Property or the Transit Property during construction, and (4) placement of temporary utility facilities, and (iii) across, over and above the Transit Property for the purpose of installation, construction, maintenance, repair, and replacement of the Utilities (as defined in Section 3.1 hereof). The Temporary Construction Easement relating to the initial construction on the MWC Property shall be effective from and after the Effective Date and shall terminate on the date the improvements constructed on the MWC Property receive a final certificate of occupancy.

The Access Easements and the Temporary Construction Easement shall be effective from and after the Effective Date, for the use and benefit of MWC and the employees, agents, representatives or contractors (collectively, “**Agents**”) of MWC, together with the owners, lessees, tenants and other occupants from time to time of the MWC Property and the customers, employees, agents, representatives, tenants, subtenants, licensees, contractors, concessionaires and business invitees

thereof (collectively, "**Permitted Users**"). MWC, however, specifically agrees to abide by, and understands that, MWC, and any of its employees, agents, officers, partners, members, principals, representatives, or contractors are **STRICTLY PROHIBITED** from storing toxic or flammable materials on any property owned by the County, including but not limited to the Access Easement Area, the Temporary Construction Easement area, and/or the Utility Easement Area. The use of the Access Easements and the Temporary Construction Easement shall at all times conform to Applicable Laws and any operational requirements for the Miami-Dade County Transit System (the "**System**"), including without limitation the then-current version of the Adjacent Construction Safety Manual. The System shall include, without limitation, all trains, buses, fixed guideways, stations, parking lots and parking structures, drop off/pickup areas, transit stops and shelters, bus bays, streets and sidewalks adjacent thereto owned by the County, and all maintenance facilities, structures and all associated facilities required in the operation of the System and owned by the County.

2.2 Third Party Conflicts. If any part of the Access Easement Area is encumbered by a prior easement in favor of a third party that is not used to provide services to property owned by the County and that conflicts with the Access Easements or the Temporary Construction Easement, MWC, at its sole cost and expense, shall use its best efforts to obtain an appropriate amendment or release from the beneficiary of such easement, and the County shall not unreasonably withhold its consent to executing and delivering such amendment or release.

2.3 Construction.

(a) MWC shall be responsible, at its sole cost and expense, to install and construct the Access Improvements. The Access Improvements shall be constructed and completed in compliance with applicable governmental requirements, laws, codes, ordinances, rules, regulations, and restrictions (collectively, "**Applicable Laws**"), and substantially in accordance with the plans and specifications pertaining to such work approved by the applicable governmental authorities, departments, bodies, bureaus and agencies with jurisdiction (collectively, "**Governmental Authorities**"), to the extent required to obtain a building permit for such Access Improvements.

(b) To the extent required to comply with Applicable Laws or to satisfy the requirements of the approvals obtained in connection with the development of the MWC Property, MWC shall, at its sole cost and expense, construct, install and pay for any signage, traffic control signals and devices, street-widening, turning-lanes, curb-cuts, directional barriers, striping, paving or other improvements required to guide and control the orderly flow of traffic across the Access Easement Area to and from the MWC Property (collectively, the "**Traffic Work**").

(c) Once MWC commences construction of the Access Improvements, MWC shall diligently pursue same to completion. To the extent within MWC's reasonable control, MWC shall use reasonable efforts to perform such work in such a manner as to minimize any material interference with the operation of the System, as a whole or part thereof, unless such material interference is necessary and MWC receives prior approval from the DTPW Director.

(d) If MWC or any of its Agents damages any portion of the System, as a whole or part thereof during the installation of the Access Improvements, MWC shall be responsible for promptly repairing such damage at its sole cost and expense. MWC shall have non-exclusive right and privilege to temporarily access any areas of the Transit Property and adjacent to any Access Easement Area to the extent necessary to install, repair or maintain the Access Improvements at such times as MWC is installing, repairing, replacing or maintaining the Access Improvements.

2.4 Maintenance and Repair. Unless and until such time as the Access Easement Area is dedicated to, and accepted by any applicable Governmental Authority having jurisdiction over the Access Easement Area (it being acknowledged that neither party shall have any obligation to make or agree to any such dedication), MWC shall be responsible, at its cost, for the performance of maintenance, repairs and replacements with respect to the Access Improvements located in the Access Easement Area in order to keep the same in a good condition and state of repair and in accordance with all Applicable Laws, except for any damages caused by County or its Agents with respect to the Access Easement Area. To the extent within MWC's reasonable control, MWC shall use reasonable efforts to perform such work in such a manner as to minimize any material interference with the operation of the System, as a whole or part thereof, unless such material interference is necessary and MWC receives prior approval from the DTPW Director.

ARTICLE III UTILITY EASEMENTS

3.1 Utility Easements. The County, as the owner of the Transit Property, as Grantor, hereby grants and conveys unto MWC, the Grantee, for the benefit of, and as appurtenances to, the MWC Property, as improved from time to time, and to MWC and its successors and designated assigns, for the term of this Agreement, non-exclusive perpetual easements (the "**Utility Easement**"), over, under, upon and across the Access Easement Area described in Exhibit "B", to be further defined in accordance with Section 3.2, in each case for installation of, access to and the use, maintenance, repair, and replacement of utility facilities of all types located both above and below ground, including meters, to serve the MWC Property including, but not limited to, facilities providing electricity, natural gas, water, sewage, storm water, telephone, cable and data services (collectively, the "**Utilities**"); provided that no Utility Easement shall conflict with the operation of the System, as a whole or a part thereof. The County, as Grantor, shall not obstruct the Utility Easement or construct any improvements within the Utility Easement to the extent such obstruction of the Utility Easement or construction of any such improvements within the Utility Easement interferes with any rights or privileges granted to MWC, as grantee, hereunder.

3.2 Specific Location of Utility Easement. At the time this Agreement is recorded, the "**Utility Easement Area**" shall refer to the area depicted in Exhibit "B" attached hereto, which represents the outermost boundaries of the areas where Utilities may be placed. MWC shall use commercially reasonable efforts to minimize the portion of the Utility Easement Area that is permanently occupied by Utilities, subject to requirements imposed by Applicable Laws and the providers of the Utilities. Promptly after the completion of the construction or installation of any Utilities on the Transit Property MWC shall, at its sole cost and expense, deliver to County (i) a set of final "as-built" drawings thereof, and (ii) a survey of the final and actual Utility Easement Area prepared by a Florida licensed and insured surveyor meeting the Minimum Technical

Standards for surveys of real property in the State of which shall include a strip of land on each side of the centerline of the installed Utilities with the minimum width required by the applicable Utility provider, with an accompanying sketch of the legal description. Under no circumstances shall such legal description(s) include any portion of the Transit Property located under a building on grade or under any of the structural supports for the Miami-Dade Metromover, including but not limited to the Omni Metromover Loop/Corridor and Stations. Upon the final determination of the Utility Easement Area in accordance with this paragraph, County and MWC shall record an instrument in the Public Records of Miami-Dade County, Florida containing the agreed-upon legal description(s) which shall confirm the area(s) subject to the applicable Utility Easement which shall be the final "**Utility Easement Area**" for purposes of this Agreement. When all Utilities have been installed in connection with the development of the MWC Property, County and MWC shall execute and record a notice, substantially in the form attached as Exhibit "C", confirming that all adjustments to the Utility Easement Area have been completed in accordance with this paragraph. MWC shall have the non-exclusive right and privilege to temporarily access, with actual notice to the County and compliance with the DTPW Adjacent Construction Safety Manual or its replacement, any areas which are owned by County and adjacent to any Utility Easement Area to the extent necessary to install, repair or maintain the Utilities at such times as MWC is installing, replacing or maintaining the Utilities.

3.3 Assignable to Utility Providers. County acknowledges that MWC shall have the right to authorize providers of Utilities to use the Utility Easement Areas granted herein for the purpose of installing facilities to serve the MWC Property. If the provider of any of the Utilities requires that the Utility Easement be granted in a form prepared by the utility provider, County agrees that it shall, upon the written request of MWC, execute a reasonable form of utility easement in favor of such utility provider, so long as such form does not provide greater rights to the Utility provider than those rights provided herein, nor impose any liability or costs on the County.

3.4 Third Party Conflicts. If any part of the Utility Easement Area is encumbered by a prior easement in favor of a third party that is not used to provide services to any property owned by the County and that conflicts with the Utility Easements, MWC, at its sole cost and expense, shall use its best efforts to obtain an appropriate amendment or release from the beneficiary of such easement, and County shall not unreasonably withhold its consent to executing and delivering such amendment or release.

3.5 Construction. It shall be the responsibility of MWC, at its sole cost and expense, to install and construct (or to cause the applicable utility providers to install and construct) any Utilities within the Utility Easement Area as and to the extent that MWC elects, in MWC's sole discretion, to do so. If MWC elects to construct such Utilities, the Utilities shall be constructed and completed in compliance with all Applicable Laws and substantially in accordance with the approvals obtained in connection with the development of the MWC Property. MWC's obligations with respect thereto shall be deemed to be satisfied when the City of Miami issues a temporary certificate of occupancy for any structure on the MWC Property served by Utilities located within the Utility Easement Area, and to the extent such work otherwise requires a permit from County, in which case MWC's obligations shall be deemed satisfied when such permit is closed. Once MWC commences construction or installation of the Utilities, MWC shall diligently pursue same

to completion. To the extent within MWC's reasonable control, MWC shall use reasonable efforts to perform such work in such a manner as to minimize any material interference with the operation of the System, as a whole or part thereof, unless such material interference is necessary and MWC receives prior approval from the DTPW Director. If MWC or any of its Agents damages any portion of the System, as a whole or part thereof during the installation of the Utilities, MWC shall be responsible for promptly repairing such damage at its sole cost and expense. No visible improvements constructed by MWC shall be permitted on the surface of the Utility Easement Area, except for minor improvements (if any) incidental to the Utilities that do not have a material negative impact on the use of the affected property or appearance thereof.

3.6 Maintenance and Repair. MWC (or the applicable utility provider) shall be responsible, at its cost, for the performance of maintenance, repairs, and replacements with respect to the Utilities located in the Utility Easement Area in order to keep the same in a good condition and state of repair and in accordance with Applicable Laws. To the extent within MWC's reasonable control, MWC shall use reasonable efforts to perform such work in such a manner as to minimize any material interference with the operation of the System, as a whole or part thereof, unless such material interference is necessary and MWC receives prior approval from the DTPW Director. Notwithstanding the foregoing, if MWC or its Agents damages any portion of the System during the maintenance, repair, or replacement of the Utilities, MWC shall be responsible for promptly repairing such damage at its sole cost and expense.

ARTICLE IV INTENTIONALLY DELETED

ARTICLE V CONSTRUCTION REQUIREMENTS

5.1 General Construction Standards. In addition to the other requirements set forth in this Agreement, the parties acknowledge and agree that all construction, installation, maintenance, replacement or repair work required or permitted hereunder, shall be performed by contractors licensed and insured in the State of Florida, and that all such work shall be performed in accordance with all Applicable Laws. Upon completion of any work by MWC or its Agents within the Easement Areas, the areas affected thereby shall be promptly restored to substantially the same condition as existed prior to commencement of such work or better, excluding any specific work done (e.g., installation of a utility connection or manhole).

5.2 Information Requirements. County shall supply MWC with drawings, schematics and other information regarding the existing improvements on the Transit Property, pursuant to written request from MWC, to allow MWC and its Agents to design and install the Access Improvements and the Utilities. Following completion of construction of the Access Improvements and the Utilities, MWC shall, upon written request from County, provide County with as-built drawings and schematics depicting the improvements constructed by MWC in the Easement Areas.

5.3 No Storage or Construction Staging. No storage of materials (including, but not limited to, construction materials), and/or construction staging (including, but not limited to, the temporary placement of trailers, equipment or machinery) shall be allowed on any portion of any Easement Areas, except (a) for County operations and maintenance, from time to time, as deemed appropriate to utilize same space for parking for the maintenance of the System, and (b) as otherwise provided in Section 2.3 and Section 3.3 of this Agreement in accordance with the licenses granted thereunder.

5.4 No Liens. MWC shall keep the Easement Areas at all times free of mechanics' liens and any other liens for labor, services, supplies, equipment or materials purchased or procured, directly or indirectly, by or for MWC. In no event will MWC have the right to create, or permit there to be established by virtue of any act or omission, any lien or encumbrance of any nature against any property owned by the County, the Transit Property, or the Easement Areas. If any such lien or encumbrance is filed against any of the Easement Areas as a result of any action by MWC, then MWC shall discharge same of record by payment or bonding off the lien within twenty (20) days after receipt of written notice of the filing thereof, failing which MWC will be in default under this Agreement and County shall have the right to pay or bond off the lien and shall be entitled to reimbursement by MWC for all costs and expenses actually incurred in connection therewith, together with interest at the statutory rate established pursuant to Section 55.03(1), Florida Statutes, from the date paid until so reimbursed.

5.5 "AS IS" Condition. MWC accepts each easement and each of the Easement Areas to which it is granted rights hereunder based on their "AS IS" physical condition and in an "AS IS" state of repair, subject only to the maintenance and repair obligations expressly set forth herein. County expressly disclaims and makes no representations or warranties, whether expressed or implied, to MWC with respect to the various easements granted to MWC hereunder or any of the Easement Areas or facilities located therein, including, without limitation, with respect to merchantability of title, the suitability or fitness of the Easement Areas or such facilities for any of the uses or purposes contemplated by this Agreement or otherwise, or the compliance of same with all Applicable Laws.

5.6 Bus Bridge. In the event that MWC's construction activities within the Easement Areas causes interruption of the Metromover system movements throughout the Omni Metromover Loop/Corridor and Stations, the following procedures will be put immediately in operation until all elements have been assessed and Metromover movements return to standard and customary operations as previously operated in the normal course of business, and in such events MWC will reimburse County for all third party out-of-pocket actual costs of an alternate means to transport Metromover passengers during such unforeseen occurrence during construction development that impedes movement of normal Metromover traffic (the "Bus Bridge"):

(a) Metromover system will stop normal operations on the Omni Metromover Loop/Corridor and Stations and a bus route will be immediately activated.

(b) MWC shall provide professional assessment of the situation and within 48 hours after the interruption of Metromover service shall submit to County a complete schedule for the

repairs, including but not limited to, field inspection assessments signed and sealed by a Professional Engineer licensed in the State of Florida.

(c) MWC will be responsible for all third party out of pocket actual costs associated with the bus route implemented until a permanent solution is implemented and accepted to the satisfaction of County. MWC's liability to County shall be calculated based on the duration of the outage and the hourly cost of the Bus Bridge at the time of the occurrence.

A closure of the Freedom Tower Metromover Station or a portion thereof to facilitate any work contemplated by this Agreement shall not require the implementation of a Bus Bridge. The Bus Bridge shall be implemented only if there is system-wide interruption of Metromover service throughout the Omni Metromover Loop/Corridor and Stations.

ARTICLE VI INSURANCE AND INDEMNITY; LIMITATION OF LIABILITY

6.1 Insurance.

(a) Casualty Insurance. MWC shall be responsible for insuring the improvements that are constructed by MWC on the Transit Property pursuant to this Agreement and County shall have no liability therefor, except for any damages that are caused by County or its agents, representatives, employees, or contractors.

(b) Liability Insurance. MWC shall maintain, and shall provide County with certificate(s) of insurance confirming, the following insurance coverage prior to the commencement of any construction in the Easement Areas:

(i) Worker's Compensation Insurance for all employees of MWC as required by Chapter 440, Florida Statutes.

(ii) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$10,000,000 combined single limit per occurrence for bodily injury and property damage. **The County shall be shown as an additional insured with respect to this coverage, but only with respect to the provisions set forth under Section 6.2 and Section 6.3 of this Agreement.**

(iii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles of MWC used in conjunction with this Agreement in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage (the "**Automobile Liability Insurance Policy**").

(iv) Completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the building(s) or structure(s) under construction. The policy shall name MWC and County A.T.I.M.A.

(c) Insurance Requirements. All such insurance policies (except for the Automobile Liability Insurance Policy) shall name the County as an additional insured. MWC

shall notify or cause the applicable insurance company to notify County at least thirty (30) days before the cancellation or a material change to any such insurance policies. Additionally, all insurance policies required under this Agreement shall be issued by companies licensed in the State of Florida with a Best's rating of "A VIII" or better. MWC waives any claim it might have against the County for damage to or destruction or loss of any property, to the extent the same is insured against under any insurance policy that covers the Easement Areas or is required to be insured against under the terms hereof, regardless of whether the negligence of the County caused such damage, destruction or loss except for any damage, destruction or loss caused by the sole negligence of the County. To the extent available at reasonable rates, MWC shall cause its insurance carrier to waive the carrier's rights of recovery under subrogation or otherwise against the other either through the terms of the applicable policies or endorsement to such policies. Any insurance to be provided hereunder may be effected by umbrella policies and/or policies of blanket insurance covering additional items or locations or insureds.

6.2 Indemnity.

(a) MWC shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by MWC or its officers, employees, agents, representatives, or contractors, except to the extent caused by the County, or its employees, representatives, agents or contractors. MWC shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County or its officers, employees, agents and instrumentalities relating to the foregoing indemnity, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may be incurred in connection therewith. MWC expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by MWC shall in no way limit its responsibility to indemnify, keep and save harmless and defend the County and its officers, employees, agents and instrumentalities as herein provided.

(b) Except as provided in Section 768.28, Florida Statutes (as may be amended and modified from time to time), the County shall indemnify and hold harmless MWC and its officers, employees, agents and representatives from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which MWC or its officers, employees, agents or representatives may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the County or its officers, employees, agents or instrumentalities. The County shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature relating to the foregoing indemnity, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may be incurred in connection therewith.

(c) The indemnities contained in this Agreement shall survive any termination of this Agreement.

6.3 Limitation of Liability. Without limiting the indemnity obligations set forth in Section 6.2, MWC shall not be liable to the County for any incidental or consequential loss or damage whatsoever arising from the rights of MWC hereunder, except to the extent caused by the gross negligence or willful misconduct of MWC, or its employees, agents, officers, partners, members, principals, representatives, or contractors. This section does not apply to actual damage to the System caused by MWC, or its employees, agents, officers, partners, members, principals, representatives, or contractors.

Without limiting the indemnity obligations set forth in Section 6.2, the County shall not be liable to MWC for any incidental or consequential loss or damage whatsoever arising from the rights of the County hereunder, except to the extent caused by the gross negligence or willful misconduct of the County to the extent allowed pursuant to section 768.28, Florida Statutes (as may be amended and modified from time to time).

ARTICLE VII MISCELLANEOUS

7.1 Grantor's Use. It is expressly understood and agreed by the parties hereto that the County reserves all rights of ownership in, and that County shall be entitled to use any and all of, the Easement Areas owned by it and encumbered by the easements granted by it in this Agreement for any and all purposes which are not inconsistent with the easements and rights granted herein, including without limitation the right to grant further easements on, over and/or across such easement areas. Without limiting the generality of the foregoing sentence and notwithstanding any other section of this Agreement, the County expressly reserves the right to require relocation of Utilities placed in the Utility Easement Area for any County purposes; provided, however, that (i) the County shall cooperate with MWC and with the providers of such Utilities to relocate the utility facilities at no cost to the County and (ii) the County shall grant to MWC or such utility providers adequate replacement easements across Transit Property for the relocation of the Utilities. In such instance, MWC agrees to release the Utility Easement provided herein at no cost to the County and to take all necessary actions to ensure that any utility provider that was provided a utility easement pursuant to this Agreement also releases such utility easement at no cost to the County.

7.2 Binding Effect. The easements, restrictions, benefits and obligations hereunder shall create benefits and servitudes running with the title to each of the properties expressly benefitted and encumbered thereby. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, successors, successors in interest, successors in title, and designated assigns, so long as MWC or its heirs, representatives, successors, successors in interest, successors in title, and designated assigns continues to operate the MWC Property as a part of a mixed use commercial and residential development. Any transferee of any property which is subject to any easement granted herein shall automatically be deemed, by acceptance of the title to such property, to have taken such title subject to the easements contained herein and to have agreed with the then owner/owners of all other properties affected hereby to abide by the terms and conditions of this Agreement. References herein to "MWC" shall mean and refer to the owners from time to time of the applicable portions of the MWC Property benefitted by the easement, restriction, benefit or obligation in question, and each provision of this Agreement shall be construed with reference to the foregoing.

7.3 Headings/Sections/Exhibits. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms and provisions hereof. All references to Sections and Articles mean the Sections and Articles in this Agreement. All Exhibits attached hereto are hereby incorporated herein by reference as though set out in full herein.

7.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement shall not limit any easement rights, obligations or encumbrances of record as of the date hereof. Subject to the preceding sentence, the parties hereto shall not be entitled to rely upon any statement, promise or representation not herein expressed with respect to the subject matter hereof.

7.5 Governing Law. This instrument shall be construed in accordance with the laws of the State of Florida, without giving effect to rules regarding conflicts of laws.

7.6 Counterparts. The parties hereto acknowledge and agree that this Agreement may be executed in several counterparts, each of which shall be effective as and shall constitute an original instrument binding on the part or parties signing same. It shall not be necessary that each party execute all copies of this Agreement, provided that each party has executed at least one copy.

7.7 Waiver of Merger Doctrine. The easements and rights herein shall continue in effect, and there shall not be a merger of estates or termination of such easements or rights, if the owner of the MWC Property shall acquire all or any interest in the Easement Areas established hereunder.

7.8 Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be considered as properly given or made: (i) on the third (3rd) day after being mailed from within the United States by certified mail, return receipt requested, postage prepaid and addressed to the person to whom it is intended at the address of said person as set forth below, whether actually received or not; or (ii) the next business day if sent for and guaranteeing next business day delivery by a nationally recognized overnight delivery service or (iii) when actually received by the person to whom it is intended if given in any other manner, including, without limitation, confirmed electronic mail or facsimile transmission. The mailing address for a party shall be the most recent address of said party designated in writing to the other party or parties, or if not so designated, as shown on the tax rolls of the taxing jurisdiction in which the property is located.

To MWC: One Town Center, Suite 600, Boca Raton, FL 33486.

To the County: Department of Transportation and Public Works, ATTN: Director, 701 NW 1st Court, 17th Floor, Miami, Florida 33136, with a copy to Miami-Dade County Attorney, 111 NW 1st Street, Suite 2810, Miami, Florida 33128.

Any party may change its address by delivering written notice thereof in accordance with this Section to the other party.

64

7.9 Separability of Void Provisions. If any provision or provisions of this Agreement or the application thereof to any owner or party, shall be held to be invalid, void or illegal, then the remaining provisions hereof, or the application of such provisions to any party, or any circumstance other than as to those which it is held to be invalid, void, or illegal, shall remain in full force and effect and not be affected thereby.

7.10 Jurisdiction and Venue. The parties hereby agree that the proper venue for any actions or proceedings pursuant to this Agreement brought by or on the behalf of any of the parties to this Agreement, shall be heard in the courts of Miami-Dade County, Florida. All parties waive any objections to the jurisdiction of said courts and hereby consent to its jurisdiction.

7.11 Estoppel Certificate. Each party hereto shall, from time to time during the term of this Agreement, upon request of the other party, execute, acknowledge, and deliver to the requesting party (or its designee) a statement in writing, certifying (a) that this Agreement is unmodified and in full force and effect if such is the fact (or if there have been any modifications thereof, that the same is in full force as modified and stating the modifications); (b) whether there are any uncured defaults hereunder by such party or, to such party's actual knowledge, by the requesting party; (c) whether any sums are owed by either party herein to the other hereunder; and (d) such other information as may be reasonably required by the requesting party.

7.12 Continuing Control. Notwithstanding the rights to the Easement Areas granted herein, it is specifically understood and agreed that the County reserves such access rights to the Easements as are necessary to enable the County to comply with the "continuing Control" requirements and regulations of the Federal Transit Administration as it relates to the operations of the System, provided such requirements and regulations do not prohibit or unreasonably restrict the rights herein granted to MWC.

7.13

7.14 Disclaimer. The County shall not have any obligation to provide security with respect to or over any portion of the Easement Areas. All persons entering on the Easement Areas shall enter at their own risk. The County shall have no liability for acts or omissions arising or connecting with these Easement Areas, except to the extent that such acts or omissions constitute gross negligence or intentional misconduct by the County to the extent allowed pursuant to section 768.28, Florida Statutes (as may be amended and modified from time to time). The foregoing shall not excuse the County from any covenants, indemnities or other obligations of the County under this Agreement.

7.15 Further Assurances. Each of the parties agrees to executed such further and additional documents, instruments, and writings, and take further actions as may be reasonably necessary, proper, desirable, or convenient for the purpose of fully effectuating the terms and provisions of this Agreement, subject to any applicable required approvals by the Federal Transit Administration, Florida Department of Transportation and/or the Board of County Commissioners.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this Access, Temporary Construction and Utility Easement Agreement under seal as of the day and year written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor:

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

Name: _____

By: _____

Name:

Name: _____

Title:

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Harvey Ruvlin, Clerk

By: _____

Name:

Title:

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The foregoing Access, Temporary Construction and Utility Easement Agreement was acknowledged before me this ___ day of _____, 2018, by _____, who is the _____ of **MIAMI-DADE COUNTY** and who is personally known to me.

Print Name: _____

Notary Public, State of Florida

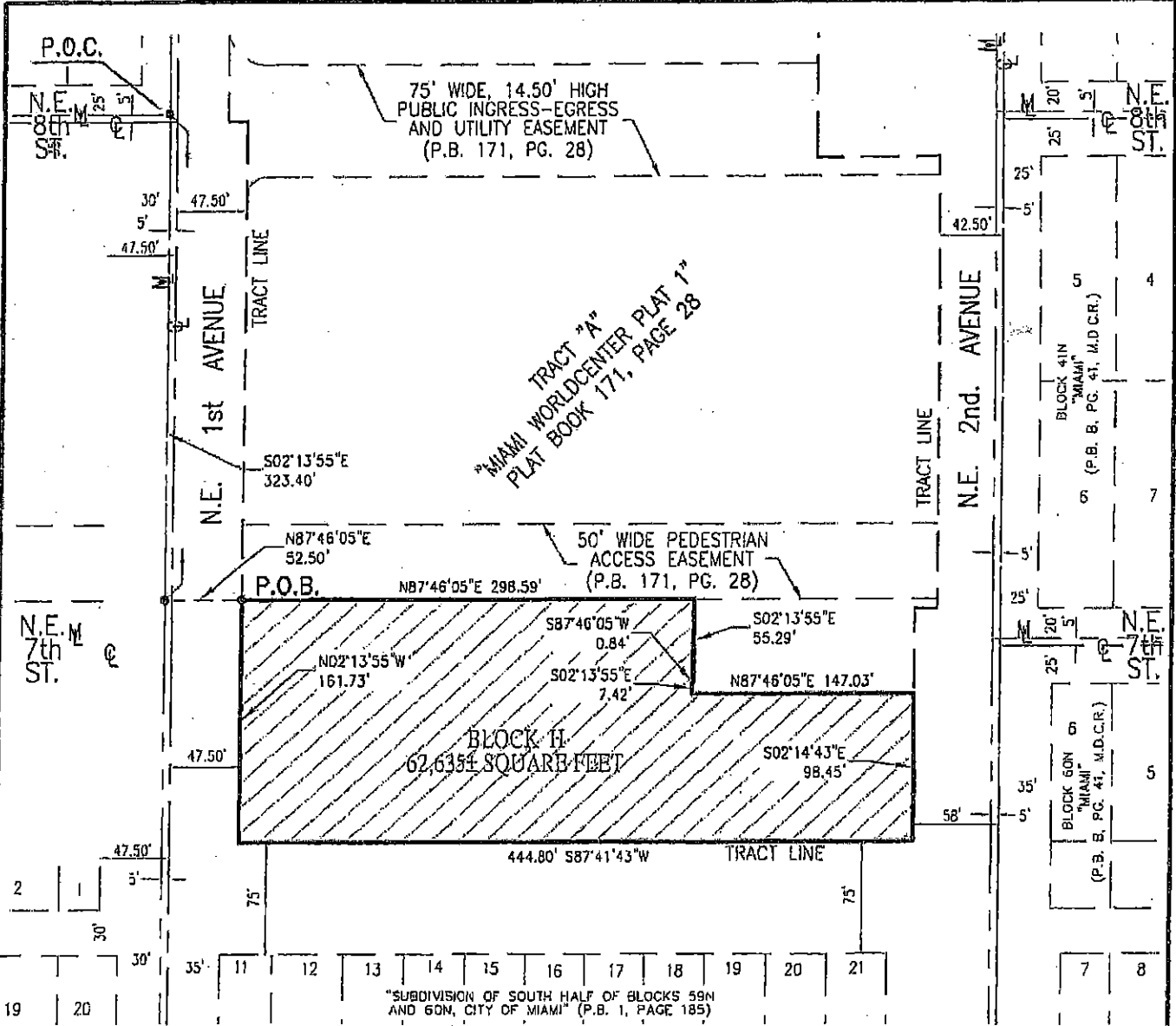
My Commission Expires:

[NOTARIAL SEAL]

66

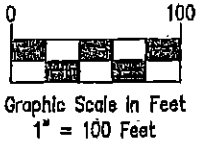
EXHIBIT "A"

MWC Property



"SUBDIVISION OF SOUTH HALF OF BLOCKS 59N AND 60N, CITY OF MIAMI" (P.B. 1, PAGE 185)

LEGEND:
 P.O.C. - Denotes POINT OF COMMENCEMENT
 P.O.B. - Denotes POINT OF BEGINNING
 C - Denotes CENTERLINE
 M - Denotes MONUMENT LINE
 P.B. - Denotes PLAT BOOK
 PG. - Denotes PAGE



**BLOCK H
 MIAMI WORLDCENTER**

Prepared By:
 Schwelbe-Shiskin & Associates, Inc.
 Engineers, Surveyors, Planners
 3240 Corporate Way, Miramar, FL 33025
 Ph.(954)435-7010

City of Miami, Florida

Prepared For:
 Miami Worldcenter

69

BLOCK H

LEGAL DESCRIPTION

A portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 1st Avenue and N.E. 8th Street; thence run South 02 degrees 13 minutes 55 seconds East, along the monument line of said N.E. 1st Avenue, for a distance of 323.40 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 52.50 feet to a point on the Westerly boundary line of said Tract "A" and the POINT OF BEGINNING of the following described parcel of land; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 298.59 feet to a point; thence run South 02 degrees 13 minutes 55 seconds East for a distance of 55.29 feet to a point; thence run South 87 degrees 46 minutes 05 seconds West for a distance of 0.84 feet to a point; thence run South 02 degrees 13 minutes 55 seconds East for a distance of 7.42 feet to a point; thence run North 87 degrees 46 minutes 05 seconds East for a distance of 147.03 feet to a point; thence run South 02 degrees 14 minutes 43 seconds East, along the Easterly boundary line of said Tract "A," for a distance of 98.45 feet to a point; thence run South 87 degrees 41 minutes 43 seconds West, along the Southerly boundary line of said Tract "A," for a distance of 444.80 feet to a point; thence run North 02 degrees 13 minutes 55 seconds West, along the Westerly boundary line of said Tract "A," for a distance of 161.73 feet to the POINT OF BEGINNING.

Said parcel of land lying in the Southeast Quarter (1/4) of Section 37 (James Hagan Donation), Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Note: The bearings shown hereon relate to an assumed bearing (S02°13'55"E) along the monument line of N.E. 1st Avenue per Plat Book 171 at Page 28.

BLOCK H
MIAMI WORLDCENTER

City of Miami, Florida

Prepared By:
Schweppe-Shiskin & Associates, Inc.
Engineers, Surveyors, Planners
3240 Corporate Way, Miramar, FL 33025
Ph. (954) 435-7010

Page _____

Prepared For:
Miami Worldcenter

On: October 18, 2016

70

EXHIBIT "B"

Easement Area(s)

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLDCENTER - UTILITY EASEMENT

LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK 59N, "CITY OF MIAMI", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B AT PAGE 41 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 02° 14' 43" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 58.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02° 14' 43" EAST, ALONG SAID EAST LINE, A DISTANCE OF 29.42 FEET; THENCE SOUTH 87° 45' 17" WEST, A DISTANCE OF 33.00 FEET; THENCE NORTH 02° 14' 43" WEST, ALONG THE EAST LINE OF TRACT "A", "MIAMI WORLDCENTER PLAT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 28 OF SAID PUBLIC RECORDS, A DISTANCE OF 29.42 FEET; THENCE NORTH 87° 45' 17" EAST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAIN 971 SQUARE FEET, MORE OR LESS.

NOTES

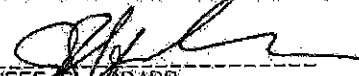
1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE, GRID NORTH, 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION, 1990 ADJUSTMENT.
3. NO SEARCH OF THE PUBLIC RECORDS WAS REFERENCED IN THE PREPARATION OF THIS SKETCH.

ABBREVIATIONS

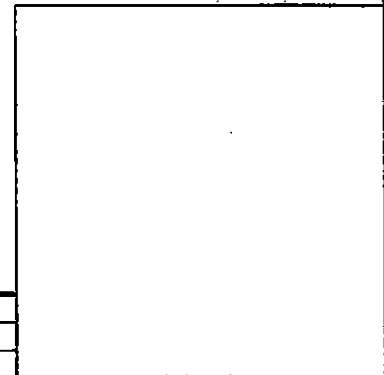
M.D.C.R.	MIAMI-DADE COUNTY RECORDS	P.O.B.	POINT OF BEGINNING
L	ARCLength	P.O.C.	POINT OF COMMENCEMENT
CONC.	CONCRETE	P.B.	PLAT BOOK
COR.	CORNER	PG.	PAGE
D	DELTA (CENTRAL ANGLE)	P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
L.B.	LICENSED BUSINESS	R/W	RIGHT-OF-WAY
L.S.	LICENSED SURVEYOR	U.E.	UTILITY EASEMENT
O.R.B.	OFFICIAL RECORDS BOOK	⊕	CENTERLINE

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.



 JEFF S. HODAPP
 SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS5111



Project Name: MIAMI WORLDCENTER		DATE: 02/05/2018	
Job No. 07139	DWG. BY: JSH		
	CK'D BY: TP		SHEET 1 OF 2

72

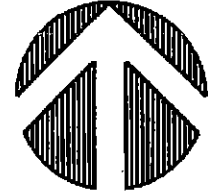
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



N.E. 7TH STREET
CLOSED - APPROVED BY
RESOLUTION R-14-0162

N.E. 7TH STREET

50' R/W
(P.B. B, Page 41)

P.O.C.
NE CORNER
LOT 1 BLOCK 59N
"CITY OF MIAMI"
(P.B. B, Page 41)

N. LINE LOT 1

LOT 1 BLOCK 59N
"CITY OF MIAMI"
(P.B. B, Page 41)

EAST LINE TRACT "A"

58.00'

S02°14'43"E

25.00'

E LINE LOT 1

58.32'

25.00'

TRACT "A"
"MIAMI WORLD CENTER
PLAT 1"
(P.B. 171, Page 28)

N87°45'17"E
33.00'

P.O.B.

MIAMI MONUMENT LINE

N.E. 2ND AVE.

N02°14'43"W

29.42'

R/W
(O.R.B. 29830,
Page 3286)
(O.R.B. 15606,
PG. 1409)

S02°14'43"E

29.42'

S87°45'17"W
33.00'

17.23'

58.00'

F.E.C. RAILWAY
RIGHT-OF-WAY

45'

S. LINE LOT 1

JOB NO. 07139	Project Name: MIAMI WORLD CENTER	DWG BY: JSH	SCALE: 1"=20'	DATE: 02/05/2018
		CK'D By: TP		SHEET 2 OF 2

73

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY) MIAMI WORLDCENTER - UTILITY EASEMENT

LEGAL DESCRIPTION

A PORTION OF LOT 1 BLOCK 59N AND NORTHEAST 7TH STREET, BEING THE 50.00 FOOT WIDE RIGHT-OF-WAY BETWEEN BLOCKS 42N AND 59N ON "CITY OF MIAMI", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B AT PAGE 41 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING (1) AT THE NORTHEAST CORNER OF LOT 1 BLOCK 59N OF SAID PLAT; THENCE SOUTH $02^{\circ}14'43''$ EAST, ALONG THE EAST LINE OF SAID LOT 1 BLOCK 59N, A DISTANCE OF 2.05 FEET; THENCE SOUTH $87^{\circ}41'30''$ WEST, A DISTANCE OF 33.00 FEET; THENCE NORTH $02^{\circ}14'43''$ WEST, ALONG THE EAST LINE OF TRACT "A", "MIAMI WORLDCENTER PLAT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 28 OF SAID PUBLIC RECORDS, A DISTANCE OF 12.00 FEET; THENCE NORTH $87^{\circ}41'30''$ EAST, A DISTANCE OF 33.00 FEET; THENCE SOUTH $02^{\circ}14'43''$ EAST, ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 9.95 FEET TO THE POINT OF BEGINNING 1.

TOGETHER WITH:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 BLOCK 59N OF SAID PLAT; THENCE NORTH $02^{\circ}14'43''$ WEST, ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 31.71 FEET TO THE POINT OF BEGINNING 2; THENCE SOUTH $87^{\circ}45'17''$ WEST, A DISTANCE OF 18.25 FEET; THENCE NORTH $49^{\circ}41'25''$ WEST, A DISTANCE OF 5.02 FEET; THENCE SOUTH $87^{\circ}45'17''$ WEST, A DISTANCE OF 11.05 FEET; THENCE NORTH $02^{\circ}14'43''$ WEST, ALONG THE EAST LINE OF TRACT "A", "MIAMI WORLDCENTER PLAT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 28 OF SAID PUBLIC RECORDS, A DISTANCE OF 12.00 FEET; THENCE NORTH $87^{\circ}45'17''$ EAST, A DISTANCE OF 15.73 FEET; THENCE SOUTH $49^{\circ}41'25''$ EAST, A DISTANCE OF 5.02 FEET; THENCE NORTH $87^{\circ}45'17''$ EAST, A DISTANCE OF 13.58 FEET; THENCE SOUTH $02^{\circ}14'43''$ EAST, ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING 2.

SAID LANDS SITUATE IN THE CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA; AND CONTAIN 808 SQUARE FEET, MORE OR LESS.

NOTES

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE, GRID NORTH, 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION, 1990 ADJUSTMENT.
3. NO SEARCH OF THE PUBLIC RECORDS WAS REFERENCED IN THE PREPARATION OF THIS SKETCH.
4. ANY INTEREST THE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS MAY HAVE IN THIS PORTION OF N.E. 7TH STREET, THIS EASEMENT IS APPLICABLE TO SUCH INTEREST.

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.


JEFF G. MODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. ES5111

Project Name:	MIAMI WORLDCENTER	DATE:	02/05/2018
JOB NO.	07139	DWG BY:	JSH
		CK'D BY:	TP
			SHEET 1 OF 2

74

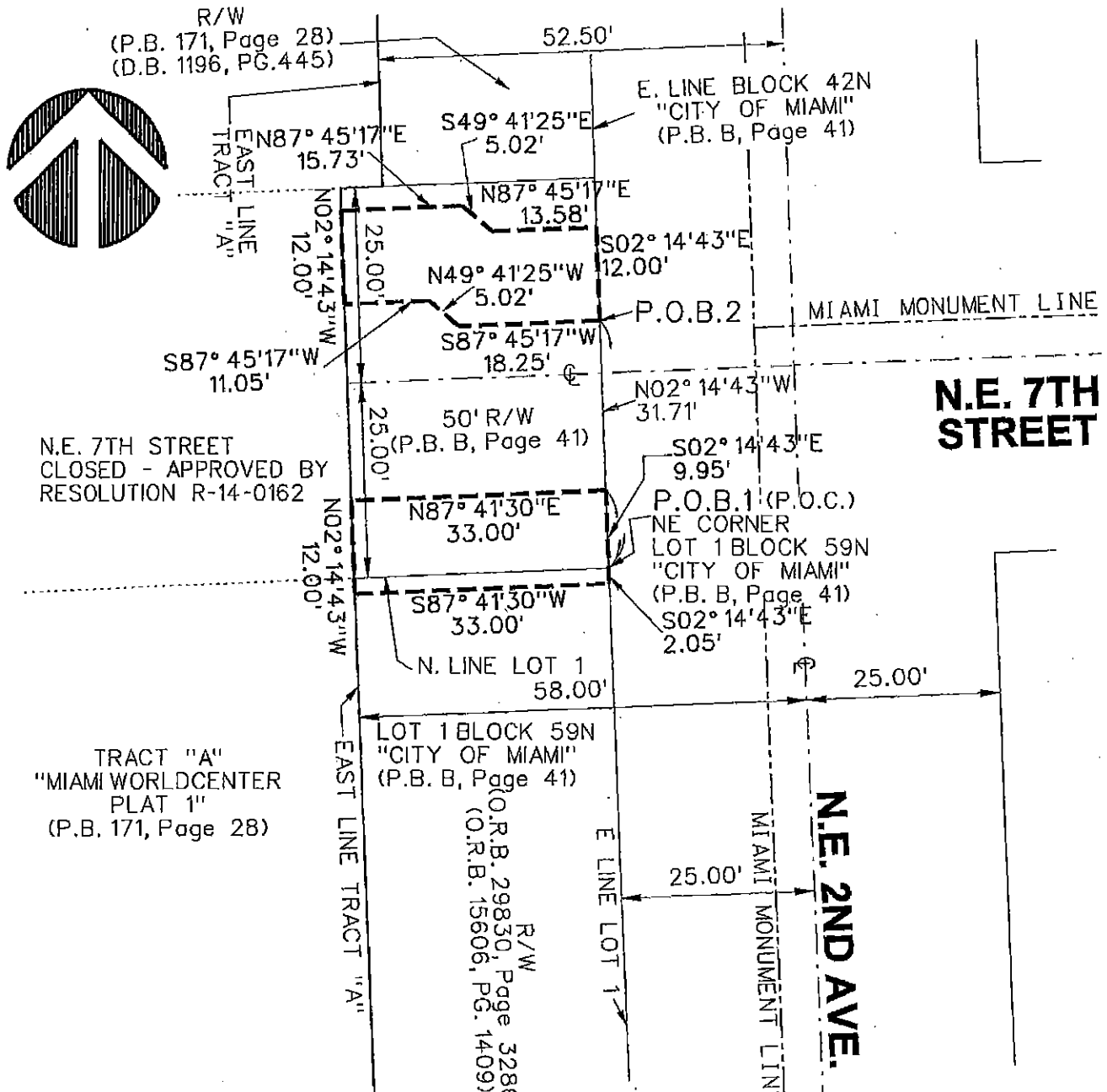
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7284

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



ABBREVIATIONS

M.D.C.R.	MIAMI-DADE COUNTY RECORDS	P.O.B.	POINT OF BEGINNING
L	ARCLENGTH	P.O.C.	POINT OF COMMENCEMENT
CONC.	CONCRETE	P.B.	PLAT BOOK
COR.	CORNER	PG.	PAGE
D	DELTA (CENTRAL ANGLE)	P.S.M.	PROFESSIONAL SURVEYOR & MAPPER
L.B.	LICENSED BUSINESS	R/W	RIGHT-OF-WAY
L.S.	LICENSED SURVEYOR	U.E.	UTILITY EASEMENT
O.R.B.	OFFICIAL RECORDS BOOK	⊕	CENTERLINE

75

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7284

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLDCENTER - ACCESS EASEMENT

LEGAL DESCRIPTION

A PORTION OF NORTHEAST 7TH STREET, BEING THE 50.00 FOOT WIDE RIGHT-OF-WAY BETWEEN BLOCKS 42N AND 59N ON "CITY OF MIAMI", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B AT PAGE 41 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 BLOCK 59N OF SAID PLAT; THENCE NORTH 02° 14' 43" WEST, ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1 BLOCK 59N, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING, SAID POINT LYING ON THE ARC OF A CIRCULAR CURVE TO THE LEFT, AT WHICH THE RADIUS POINT BEARS SOUTH 30° 37' 40" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 32° 52' 38", A DISTANCE OF 14.35 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87° 45' 02" WEST, A DISTANCE OF 19.43 FEET; THENCE NORTH 02° 14' 43" WEST, ALONG THE EAST LINE OF TRACT "A", "MIAMI WORLDCENTER PLAT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 28 OF SAID PUBLIC RECORDS, A DISTANCE OF 32.00 FEET; THENCE NORTH 87° 45' 03" EAST, A DISTANCE OF 19.45 FEET TO A POINT ON THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 32° 49' 29", A DISTANCE OF 14.32 FEET; THENCE; THENCE SOUTH 02° 14' 43" EAST, ALONG SAID NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAIN 1091 SQUARE FEET, MORE OR LESS.

NOTES


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2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE, GRID, NORTH, 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION, 1990 ADJUSTMENT.
3. NO SEARCH OF THE PUBLIC RECORDS WAS REFERENCED IN THE PREPARATION OF THIS SKETCH.
4. ANY INTEREST THE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS MAY HAVE IN THIS PORTION OF N.E. 7TH STREET, THIS EASEMENT IS APPLICABLE TO SUCH INTEREST.

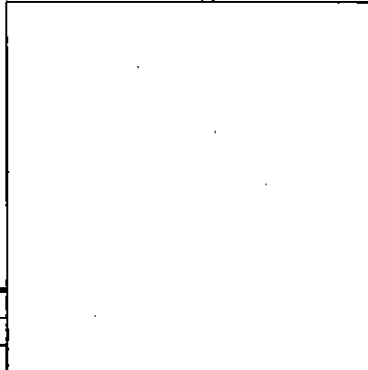
ABBREVIATIONS

M.D.C.R.	MIAMI-DADE COUNTY RECORDS	P.O.B.	POINT OF BEGINNING
L	ARLENGTH	P.O.C.	POINT OF COMMENCEMENT
CONC.	CONCRETE	P.B.	PLAT BOOK
COR.	CORNER	PG.	PAGE
D	DELTA (CENTRAL ANGLE)	P.S.M.	PROFESSIONAL SURVEYOR OR MAPPER
L.B.	LICENSED BUSINESS	R/W	RIGHT-OF-WAY
L.S.	LICENSED SURVEYOR	U.E.	UTILITY EASEMENT
O.R.B.	OFFICIAL RECORDS BOOK	CL	CENTERLINE

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JEFF E. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111



Project Name:	MIAMI WORLDCENTER	DATE:	02/05/2018
JOB NO.:	07139	DWG BY.:	JSH
		CHK'D BY.:	TP
			SHEET 1 OF 2

76

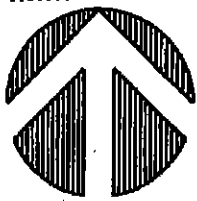
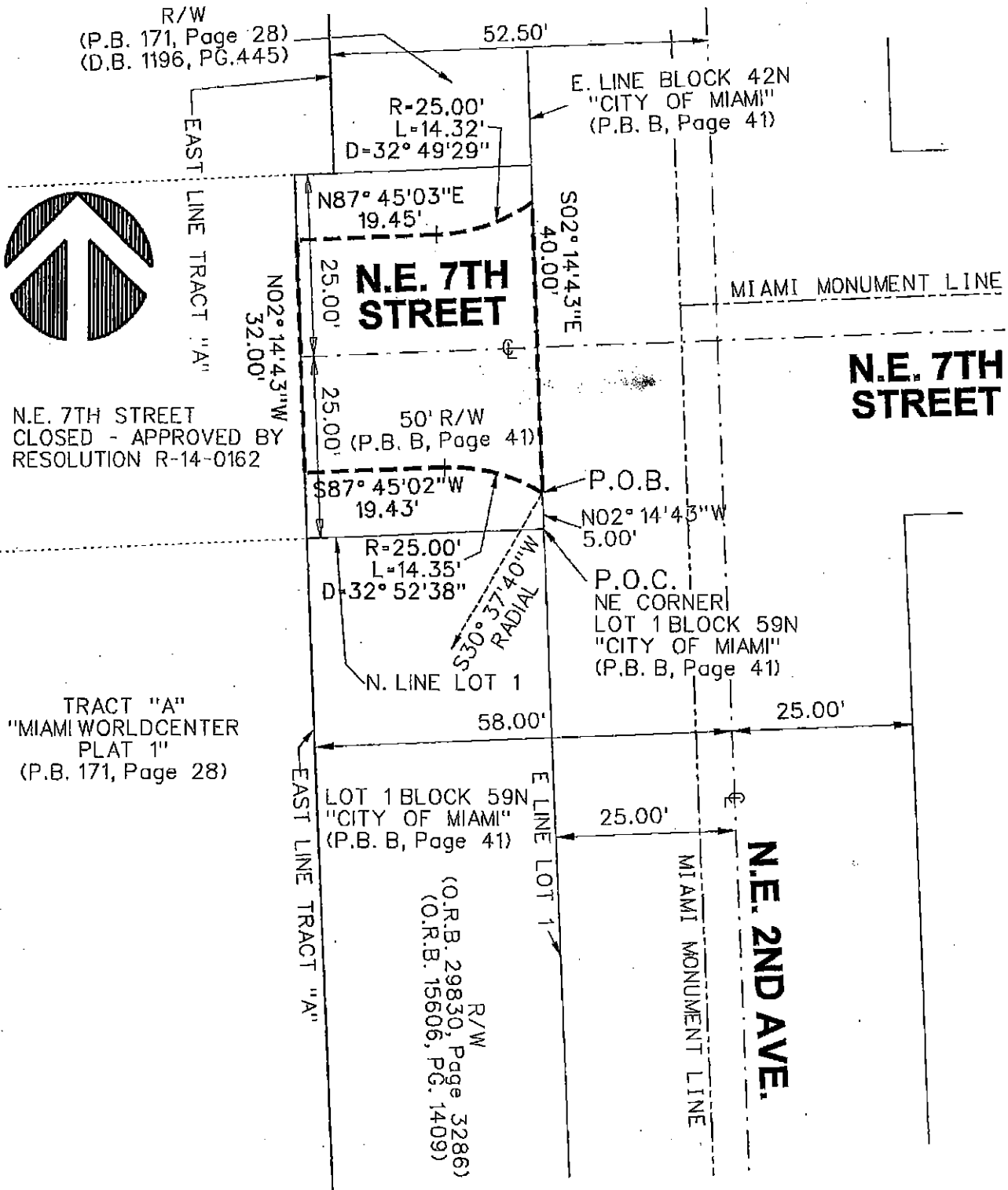
PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-9988
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



JOB NO. 07139	Project Name: MIAMI WORLD CENTER	DWG BY: JSH	SCALE: 1"=20'	DATE: 02/05/2018
		CK'D By: TP		SHEET 2 OF 2

77

PERIMETER

947 Clint Moore Road
Boca Raton, Florida 33487

SURVEYING & MAPPING
Certificate of Authorization No. LB7264

Tel: (561) 241-8986
Fax: (561) 241-5182

SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)

MIAMI WORLDCENTER - ACCESS EASEMENT

LEGAL DESCRIPTION

A PORTION OF LOT 1, BLOCK 59N, "CITY OF MIAMI", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK B AT PAGE 41 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 02° 14' 43" EAST, ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 50.21 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02° 14' 43" EAST, ALONG SAID EAST LINE, A DISTANCE OF 41.03 FEET; THENCE SOUTH 67° 04' 00" WEST, A DISTANCE OF 27.19 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET AND A CENTRAL ANGLE OF 20° 41' 14", A DISTANCE OF 3.61 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 87° 45' 14" WEST, A DISTANCE OF 4.03 FEET; THENCE NORTH 02° 14' 43" WEST, ALONG THE EAST LINE OF TRACT "A", "MIAMI WORLDCENTER PLAT 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 171 AT PAGE 28 OF SAID PUBLIC RECORDS, A DISTANCE OF 49.17 FEET; THENCE NORTH 75° 49' 16" EAST, A DISTANCE OF 11.68 FEET TO THE POINT CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 52.80 FEET AND A CENTRAL ANGLE OF 26° 02' 42", A DISTANCE OF 24.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MIAMI, MIAMI-DADE COUNTY, FLORIDA AND CONTAIN 1295 SQUARE FEET, MORE OR LESS.

NOTES


1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA COORDINATE SYSTEM, EAST ZONE, GRID NORTH, 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION, 1990 ADJUSTMENT.
3. NO SEARCH OF THE PUBLIC RECORDS WAS REFERENCED IN THE PREPARATION OF THIS SKETCH.

ABBREVIATIONS

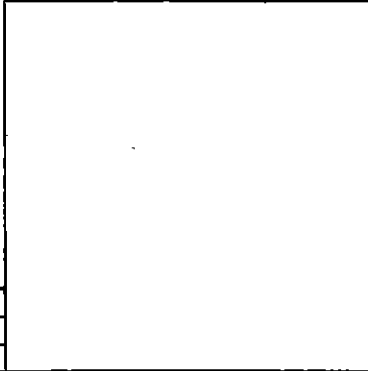
M.D.C.R.	=	MIAMI-DADE COUNTY RECORDS	P.O.B.	=	POINT OF BEGINNING
L.	=	ARLENGTH	P.O.C.	=	POINT OF COMMENCEMENT
CONC.	=	CONCRETE	P.B.	=	PLAT BOOK
COR.	=	CORNER	PG.	=	PAGE
D	=	DELTA (CENTRAL ANGLE)	P.S.M.	=	PROFESSIONAL SURVEYOR & MAPPER
L.B.	=	LICENSED BUSINESS	R/W	=	RIGHT-OF-WAY
L.S.	=	LICENSED SURVEYOR	U.E.	=	UTILITY EASEMENT
O.R.B.	=	OFFICIAL RECORDS BOOK	Ⓢ	=	CENTERLINE

CERTIFICATION

I HEREBY CERTIFY THAT THE SKETCH AND DESCRIPTION SHOWN HEREON COMPLIES WITH STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17.051, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT SAID SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION.



JEFF S. HODAPP
SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS5111



Project Name: MIAMI WORLDCENTER	DATE: 02/05/2018
Job No.: 07139	OWN BY: JSH
	CK'D BY: TP
SHEET 1 OF 2	

78

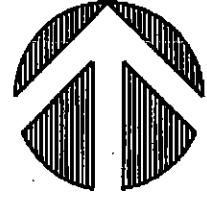
PERIMETER

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SKETCH AND LEGAL DESCRIPTION (NOT A SURVEY)



N.E. 7TH STREET
CLOSED - APPROVED BY
RESOLUTION R-14-0162

N.E. 7TH STREET

50' R/W
(P.B. B, Page 41)

P.O.C.
NE CORNER
LOT 1 BLOCK 59N
"CITY OF MIAMI"
(P.B. B, Page 41)

N. LINE LOT 1

LOT 1 BLOCK 59N
"CITY OF MIAMI"
(P.B. B, Page 41)

S02°14'43"E

58.00'

25.00'

TRACT "A"
"MIAMI WORLD CENTER
PLAT 1"
(P.B. 171, Page 28)

EAST LINE TRACT "A"

N75°49'16"E
11.68'

R=52.80'
L=24.00'
D=26°02'42"

P.O.B.

MIAMI MONUMENT LINE

N.E. 2ND AVE.

R/W
(O.R.B. 29830,
Page 3286)
(O.R.B. 15606,
PG. 1409)

S02°14'43"E

41.03'

E LINE LOT 1

N02°14'43"W

49.17'

R=10.00'
L=3.61'
D=20°41'14"

S87°45'14"W
4.03'

3.48'

S67°04'00"W
27.19'

58.00'

F.E.C. RAILWAY RIGHT-OF-WAY

45'

S. LINE LOT 1

JOB NO. 07139	Project Name: MIAMI WORLD CENTER	DWG BY: JSH	SCALE: 1"=20'	DATE: 02/05/2018
	CK'D By: TP			SHEET 2 OF 2

79

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
EASEMENT**

LEGAL DESCRIPTION:

A parcel of land lying within the dedicated road right-of-way for N.E. 2nd Avenue, being 5.00 feet in width, lying Easterly of a portion of Tract "A," "MIAMI WORLDCENTER PLAT 1," according to the Plat thereof, as recorded in Plat Book 171 at Page 28, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows;

Commence at the monument line intersection of N.E. 8th Street and N.E. 1st Avenue; thence run North 87 degrees 43 minutes 16 seconds East, along the Easterly extension of said monument line of N.E. 8th Street, for a distance of 550.18 feet to a point; thence run South 02 degrees 14 minutes 43 seconds East, along the monument line of N.E. 2nd Avenue; for a distance of 381.47 feet to a point; thence run South 87 degrees 46 minutes 05 seconds West for a distance of 48.00 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue South 87 degrees 46 minutes 05 seconds West for a distance of 5.00 feet to a point on the Easterly boundary line of said Tract "A;" thence run South 02 degrees 14 minutes 43 seconds East, along the Easterly boundary line of said Tract "A," for a distance of 103.54 feet to a point, said point being the most Southeasterly corner of said Tract "A;" thence run North 87 degrees 41 minutes 43 seconds East, along the Easterly extension of the Southerly boundary line of said Tract "A," for a distance of 5.00 feet to a point; thence run North 02 degrees 14 minutes 43 seconds West, along a line 5.00 feet Easterly of and parallel with, as measured at right angles to, the aforementioned Easterly boundary line of Tract "A," for a distance of 103.53 feet to the POINT OF BEGINNING. Said parcel of land containing 518 square feet, more or less.

Said parcel lying generally at and above the horizontal plane of elevation 85.50 feet and below elevation 500.00, National Geodetic Vertical Datum of 1929.

Said parcel lying and being in Section 36, Township 53 South, Range 41 East, City of Miami, Miami-Dade County, Florida.

Note:

Bearings shown hereon relate to an assumed bearing (S02°14'43"E) along the monument line of N.E. 2nd Avenue per Plat Book 171 at Page 28.

NOTE:

1. Bearings shown hereon relate to an assumed bearing (S02°14'43"E) along the monument line of N.E. 2nd Avenue per Plat Book 171 at Page 28.
2. See Sheet 2 for Legal Description.

Prepared For:

Schwelke-Shiskin & Associates, Inc. (LB-87)

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 DADE: (305) 652-7010 BROWARD: (954) 435-7010 FAX: (305) 652-8284



THIS IS NOT A "LAND SURVEY."

ORDER NO.: 205070

PREPARED UNDER MY SUPERVISION:

DATE: JANUARY 4, 2016

SHEET 1 OF 2 SHEET(S)

F.B.: N.A.

MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROF. LAND SURVEYOR NO. 4775

EXHIBIT "C"

NOTICE REGARDING UTILITY EASEMENT AREA

This instrument was prepared by
and after recording return to:

[]

NOTICE REGARDING UTILITY EASEMENT AREA

THIS NOTICE REGARDING UTILITY EASEMENT AREA (the "Notice") is made as of this ___ day of _____, 20___, by and among **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the "**County**"), by and through **THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS ("DTPW")** whose place of business and mailing address is at 701 NW 1st Court, 17th Floor, Miami, Florida 33136, as Grantor; and **MIAMI A/I, LLC**, a Delaware limited liability company ("**MWC**"), as Grantee.

RECITALS

WHEREAS, The County and MWC entered into that certain Access, Temporary Construction, and Utility Easement Agreement dated _____, 2018 and recorded in Official Records Book ___, Page ___ of the Public Records of Miami-Dade County, Florida (the "**Easement Agreement**"). Capitalized terms not defined herein shall have the meanings ascribed thereto in the Easement Agreement.

WHEREAS, the County is the fee owner of the Utility Easement Area;

WHEREAS, the actual and final location of the Utility Easement Area has been determined pursuant to the terms and conditions of the Easement Agreement; and

WHEREAS, the County and MWC, pursuant to paragraph 3.2 of the Easement Agreement, desire to execute and record this Notice to provide record notice of the actual and final location and legal description of the Utility Easement Area;

NOW, THEREFORE, pursuant to the terms and conditions of the Easement Agreement, the parties hereby provide record notice of the following:

The final and actual "**Utility Easement Area**," as defined in the Easement Agreement, shall permanently refer to and shall be those lands described in the following instruments recorded in the Public Records of Miami-Dade County, Florida:

1. [List each separate final utility easement]

[Exhibit "C" to Access, Temporary Construction and Utility Easement Agreement]

2.

3.

All other portions of the Transit Property, including without limitation any portion of the original Utility Easement Area described in the Easement Agreement lying outside of the land described in the instruments above, shall be excluded from the Utility Easement Area for purposes of the Easement Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE(S)]

Signed, witnessed, executed and acknowledged on this ____ day of _____, 20__.

[add appropriate signature blocks and notary provisions]