

MEMORANDUM

Agenda Item No. 11(A)(6)

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

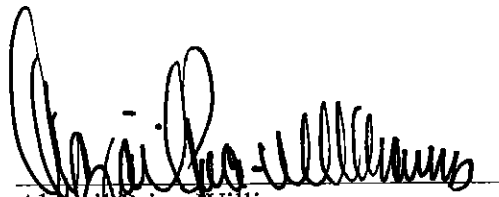
DATE: March 3, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the conveyance of a non-exclusive perpetual easement for vehicular and pedestrian ingress, egress and access to the district Board of Trustees of Miami Dade College as reflected in Reciprocal Easement Agreement by and among the college, Miami-Dade County and the Public Health Trust of Miami-Dade County, for no monetary consideration; and authorizing the County Mayor to execute the Reciprocal Easement Agreement and to take all actions necessary to accomplish the conveyance of the easement as reflected in the Reciprocal Easement Agreement and exercise any and all rights conferred therein

Resolution No. R-259-20

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



Abigail Price-Williams
County Attorney

APW/uw

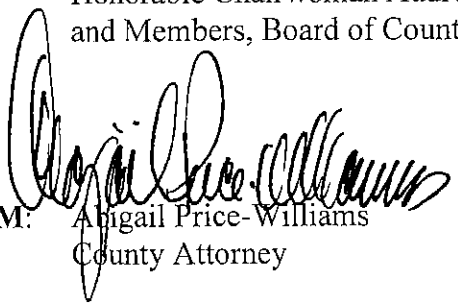


MEMORANDUM

(Revised)

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

DATE: March 3, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 11(A)(6)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(6)
3-3-20

RESOLUTION NO. _____ R-259-20

RESOLUTION AUTHORIZING THE CONVEYANCE OF A NON-EXCLUSIVE PERPETUAL EASEMENT FOR VEHICULAR AND PEDESTRIAN INGRESS, EGRESS AND ACCESS TO THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE AS REFLECTED IN RECIPROCAL EASEMENT AGREEMENT BY AND AMONG THE COLLEGE, MIAMI-DADE COUNTY AND THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FOR NO MONETARY CONSIDERATION; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE RECIPROCAL EASEMENT AGREEMENT AND TO TAKE ALL ACTIONS NECESSARY TO ACCOMPLISH THE CONVEYANCE OF THE EASEMENT AS REFLECTED IN THE RECIPROCAL EASEMENT AGREEMENT AND EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN

WHEREAS, the Public Health Trust ("Trust") is an agency and instrumentality of Miami-Dade County which is responsible for the operation, maintenance and governance of its "designated facilities" as such term is defined in Chapter 154, Part II, Florida Statutes, and Chapter 25A of the Code of Miami-Dade County; and

WHEREAS, the Jackson Memorial Hospital campus located in the City of Miami is a designated facility of the Trust and is the Trust's centerpiece hospital campus (the "Jackson Memorial Hospital Campus"); and

WHEREAS, Miami Dade College is a public educational institution and political subdivision of the State of Florida (the "College") and has recently completed the construction of its new parking garage to service the College's medical campus (the "College Medical Campus") as well as its faculty and students; and

WHEREAS, the College Medical Campus is adjacent to the Jackson Memorial Hospital Campus; and

WHEREAS, at the College Medical Campus, the College educates and trains students in nursing and allied health fields and many of the College's graduates go on to be employed by the Trust or other healthcare providers in Miami-Dade County; and

WHEREAS, the College seeks to improve vehicular and pedestrian ingress, egress and access to the new garage; and

WHEREAS, pursuant to the College's request, the Trust and College have negotiated an easement agreement providing for the grant of an easement to the College over certain driveways of the Jackson Memorial Hospital Campus and, reciprocally, the College will grant a non-exclusive perpetual easement to the Trust over certain real property owned by the College; and

WHEREAS, Section 25A-4(d) of the Code provides that title to real property must be vested in Miami-Dade County, and as such, the Trust does not have authority to convey easements on its designated facilities; and

WHEREAS, on December 14, 2018, the Board of Trustees of the Trust adopted Resolution Number PHT 12/2018-066, consenting to the non-exclusive perpetual easement, authorizing execution of the Reciprocal Easement Agreement and directing the Trust President to seek Commission approval, which resolution is attached hereto as Attachment "A" and incorporated herein by reference; and

WHEREAS, the conveyance of the easement to the College for said purposes shall be for no monetary consideration; and

WHEREAS, this Board finds that pursuant to Section 125.38, Florida Statutes, it is in the County's best interest to convey a non-exclusive perpetual easement to the College for ingress,

egress and access to its new garage since the improved access to the College's garage will result in a benefit to the Miami-Dade County community by assisting the College, a public educational institution, in its mission to educate and train nurses and allied health professionals,

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

Section 1. This Board adopts the foregoing recitals as if fully set forth herein.

Section 2. This Board approves, pursuant to Section 125.38, Florida Statutes, the granting of the non-exclusive perpetual easement to the College for ingress, egress and access and for no monetary consideration as reflected in the Reciprocal Easement Agreement, in substantially the form attached hereto as Attachment "B" and incorporated herein by reference.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute the Reciprocal Easement Agreement on behalf of Miami-Dade County and to take all actions necessary to accomplish the same and exercise any and all provisions contained therein.

Section 4. This Board directs, pursuant to Resolution No. R-974-09, the County Mayor or the County Mayor's designee to record the easement executed herein in the public records of Miami-Dade County and provide a recorded copy to the Clerk of the Board within 30 days of execution, and further directs the Clerk of the Board to permanently store the recorded copy with this resolution.

The Prime Sponsor of the foregoing resolution is Chairwoman Audrey M. Edmonson. It was offered by Commissioner **Rebeca Sosa**, who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** and upon being put to a vote, the vote was as follows:

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

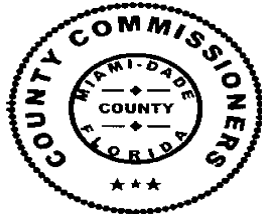
The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of March, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

Linda L. Cave

By: _____
Deputy Clerk



Approved by County Attorney as
to form and legal sufficiency.

Eugene Shy, Jr.
Christopher C. Kokoruda

Agenda Item 6 (d)
Public Health Trust Board of Trustees Special Meeting
December 14, 2018

RESOLUTION NO. PHT 12/2018 – 066

RESOLUTION CONSENTING TO THE GRANT OF A NON-EXCLUSIVE PERPETUAL EASEMENT UPON SELECTED PHT-CONTROLLED DRIVEWAYS TO MIAMI DADE COLLEGE; AUTHORIZING THE PRESIDENT, OR HIS DESIGNEE, TO JOIN IN THE EXECUTION OF A RECIPROCAL EASEMENT AGREEMENT WITH MIAMI DADE COLLEGE AND MIAMI-DADE COUNTY GOVERNING THE SIZE AND USE OF SAID EASEMENT; DIRECTING THE PRESIDENT, OR HIS DESIGNEE, TO OBTAIN ALL NECESSARY APPROVALS FROM THE BOARD OF COUNTY COMMISSIONERS FOR THE EXECUTION AND RECORDING OF SAID EASEMENT AGREEMENT

(Rosa Costanzo, Vice President, Strategic Sourcing and Supply Chain Management and Chief Procurement Officer, Jackson Health System)

WHEREAS, Miami Dade College ("College") is the owner of a parcel of real property located at 1000 Northwest 20 Street, Miami, Florida ("College Parcel") which is located to the north and east of the Jackson Memorial Medical Center campus; and

WHEREAS, the Trust operates, governs and maintains the driveways of (a) Northwest 19 Street between Northwest 10 Avenue and Northwest 12 Avenue; and (b) a driveway running north to south between Northwest 19 Street and Northwest 20 Street along the east boundary of the North Parking Garage located at 1120 Northwest 20 Street ("PHT Driveways"), as Trust-designated facilities pursuant to Section 154.08, Florida Statutes, as amended, and Section 25A-2 of the Code of Miami-Dade County, Florida ("Code"); and

WHEREAS, the College is constructing a multi-story parking garage on the College Parcel and, to improve access to the new garage, the College has requested a non-exclusive easement for the use of the PHT Driveways; and

WHEREAS, to improve traffic flow and widen the PHT Driveways, the Trust has asked the College for the grant of a non-exclusive easement for the use of a portion of the College Parcel; and

Agenda Item 6 (d)
Public Health Trust Board of Trustees Special Meeting
December 14, 2018

-Page 2-

WHEREAS, in accordance with Chapter 25A of the Code, the grant of an easement on the PHT Driveways requires the approval of the Board of County Commissioners; and

WHEREAS, the President, the Purchasing and Facilities Subcommittee and the Fiscal Committee recommend approval of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board incorporates the foregoing recitals in this resolution and approves the same.

Section 2. This Board consents to the grant of a non-exclusive perpetual easement over and across the PHT Driveways to Miami Dade College.

Section 3. This Board authorizes the President, or his designee, to join in the execution of a reciprocal easement agreement by and between Miami Dade College; Miami-Dade County, Florida; and the Public Health Trust, to govern the size and use of the easement.

Section 4. This Board directs the President, or his designee, to obtain all necessary approvals from the Board of County Commissioners for the execution of the reciprocal easement agreement and the grant of an easement to Miami Dade College.

Agenda Item 6 (d)
Public Health Trust Board of Trustees Special Meeting
December 14, 2018

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The foregoing resolution was offered by William J. Heffernan and the motion was seconded by Irene Lipof as follows:

Joe Arriola	Aye
Bryan Avila	Absent
William J. Heffernan	Aye
Mojdeh L. Khaghan	Aye
Irene Lipof	Aye
Walter T. Richardson	Aye
Robert Zarco	Aye

The Chairperson thereupon declared the resolution duly passed and adopted this 14th day of December 2018.

PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA

BY: _____


Mojdeh L. Khaghan, Vice Chairwoman

Approved by the Miami-Dade County Attorney's Office as to form
and legal sufficiency 



TO: Joe Arriola, Chairman
and Members, Public Health Trust Board of Trustees

FROM: Rosa Costanzo, Vice President
Strategic Sourcing and Supply Chain Management and
Chief Procurement Officer

DATE: December 14, 2018

RE: NW 19th Street Reciprocal Easement

Recommendation

Staff recommends that the Public Health Trust Board of Trustees urge the Miami-Dade Board of County Commissioners to approve an easement for the benefit of Miami Dade College upon the north-south private driveway adjacent to the North Parking Garage and, in exchange, approve receipt of the grant of an easement, for the benefit of the Public Health Trust, upon a parcel of land owned by Miami Dade College adjacent to NW 19th Street. Staff further recommends the Trust Board authorize the President or his designee to take all necessary action to implement this directive.

Fiscal Impact/Funding Source

No significant fiscal impact.

Track Record/Monitor

Jamil S. Fraser, director, real estate services would track and monitor the execution and recording of the reciprocal easement.

Background

Miami Dade College is constructing a multi-story parking facility on its lot located at the corner of NW 20th Street and NW 10th Avenue. The college has requested the use of two Trust-controlled private drives adjacent to the North Parking Garage: (a) one that extends from NW 19th Street to NW 20th Street; and (b) all of NW 19th Street from NW 12th Avenue to NW 10th Avenue (Bob Hope Drive).

Additionally, the Trust has requested the use of a portion of the College-controlled parking lot to aid in the improvement of traffic flow along NW 19th Street, the above-mentioned private drive, and the proposed new hospital entrances to be located on the north side of the Jackson Memorial Medical Center campus.

Easements on County-owned land (including Trust-designated facilities such as the North Parking Garage private drive) are issued by the Board of County Commissioners. The proposed easement between Miami-Dade County and Miami Dade College would govern the uses requested by Jackson Health System and the College.

This instrument prepared by or under the supervision of
and after recording return to:

Sandra M. Ferrera, Esq.
SMF Law
2525 Ponce de Leon Blvd., 9th Floor
Coral Gables, Florida 33134
Telephone: 786.465.5600

Folio Numbers: 01-3135-002-0010; 01-3135-002-0015; and
01-3135-002-0030

User Department: PUBLIC HEALTH TRUST

Space Above This Line For Recording Data

RECIPROCAL EASEMENT AGREEMENT

This **RECIPROCAL EASEMENT AGREEMENT** ("Agreement") is entered this ____ day of _____ 2020 ("Effective Date"), by and between **THE DISTRICT BOARD OF TRUSTEES OF MIAMI DADE COLLEGE, FLORIDA**, a public educational institution and political subdivision of the State of Florida ("College"), **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida ("County"), and the **PUBLIC HEALTH TRUST OF MIAMI-DADE COUNTY, FLORIDA**, an agency and instrumentality of Miami-Dade County, Florida ("PHT").

RECITALS

WHEREAS, the County is the owner of a parcel of real property located in the county of Miami-Dade, state of Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof ("County Parcel"). The County Parcel is improved with a parking garage ("North Garage") and a private driveway extending south from Northwest 20 Street, east to Northwest 10 Avenue and west to Northwest 12 Avenue ("PHT Driveway") operated, governed and maintained by the PHT, as a designated facility, as such term is defined in Section 154.08, Florida Statutes, as amended, and Section 25A-2 of the Code of Miami-Dade County, Florida ("Code"); and

WHEREAS, the College is the owner of a parcel of real property more particularly described in Exhibit "C" attached hereto and made a part hereof ("College Parcel"). The College Parcel is located to the north and east of, and abuts the, PHT Driveway; and

WHEREAS, the College has constructed a multi-level parking structure with a capacity of approximately 1,554 parking spaces ("College Garage") on the northern portion of the College Parcel as shown on the site plan attached as Exhibit "D" hereto and made a part hereof ("Garage Site Plan"), for use by the College's faculty staff, students, and other invitees; and

WHEREAS, the College estimates that approximately 200 parking spaces in the College Garage will be used by its faculty and staff, and the College will construct a separate entrance/exit to the College Garage along that portion of the PHT Driveway that abuts the College Parcel to the west to facilitate such limited use ("Faculty Entrance"); and

WHEREAS, to allow use of the Faculty Entrance, as proposed above, the College has asked the County, through the PHT, for a non-exclusive perpetual easement for ingress, egress, and access over and across the PHT Driveway; and

WHEREAS, to improve the flow of traffic between Northwest 10 Avenue, Northwest 12 Avenue, Northwest 20 Street, and over and through the PHT Driveway, the PHT has asked the College for a non-exclusive perpetual easement for ingress, egress and access over and across a parcel containing approximately 252 square feet located at the southwest corner of the College Parcel and more particularly described in Exhibit "E" attached hereto and made a part hereof ("Corner Parcel"); and

WHEREAS, the County has agreed to grant to the College an easement over the PHT Driveway on the terms and conditions set forth in this Agreement; and the College has agreed to grant to the County and the PHT an easement over the Corner Parcel; and

WHEREAS, pursuant to the Code, the PHT is responsible for the governance, operation, and maintenance of the Jackson Memorial Hospital and the PHT Driveway and joins in this Agreement to acknowledge the PHT's obligations under this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County, the PHT and the College agree as follows:

AGREEMENT

1. **Recitals.** The Recitals set forth above are true and correct and are made a part of this Agreement.

2. **Exhibits.** The following exhibits shall form a part of this Agreement and are incorporated herein:

<u>Exhibit "A"</u>	Legal Description of County Parcel
<u>Exhibit "B"</u>	Sketch and Legal Description of the PHT Driveway
<u>Exhibit "C"</u>	Legal Description of the College Parcel
<u>Exhibit "D"</u>	Garage Site Plan
<u>Exhibit "E"</u>	Sketch and Legal Description of Corner Parcel

3. **Ownership Representations.**

3.1 **County Parcel.** The County represents that it is the owner and holder of fee simple title to the County Parcel and has full right and authority to grant the easements described in this Agreement. The PHT represents that the County Parcel is part of its designated facilities and that it has full authority to carry out its obligations under this Agreement.

3.2 **College Parcel.** The College represents that it is the owner and holder of fee simple title to the College Parcel and has full right and authority to enter into this Agreement without the joinder of any other party.

4. **Grant of Easements.**

4.1 **Driveway Easement.** The County hereby grants to the College a non-exclusive perpetual easement ("Driveway Easement") over and across the PHT Driveway for vehicular (and pedestrian, in the event of an emergency) ingress, egress and access between the Faculty Entrance and the adjoining right-of-ways of Northwest 10 Avenue, Northwest 12 Avenue, and Northwest 20 Street, subject to the following conditions and limitations:

4.1.1 **Site Plan.** The development and use of the College Garage shall be substantially as shown on the Garage Site Plan.

4.1.2 **Use of Easement.** The Driveway Easement may be used by the College faculty and staff for access to the Faculty Entrance, consistent with the proposed use of such Faculty Entrance, and other provisions of this Agreement.

4.1.3 **Faculty Entrance.** The College shall use its best efforts, including the use of access control devices, to restrict the use of the Faculty Entrance to its faculty and staff. However, the College may allow anyone parked in the College Garage to exit onto the PHT Driveway in cases requiring the emergency evacuation of the College Garage or its surrounding areas (including such emergency situations jeopardizing the safety or structural integrity of the College Garage or any surrounding structure; or the health, safety, or welfare of any person inside the College Garage or its surrounding area).

4.1.4 **Maintenance of PHT Driveway.** The PHT shall at all times maintain, or cause to be maintained, the PHT Driveway for vehicular use, at no cost to the College. Notwithstanding any other provision to the contrary, either the PHT or the County may reasonably upon prior written notice to the College (i) restrict access to a portion of the PHT Driveway; (ii) erect traffic control devices or otherwise direct traffic thereon in a reasonable manner; and (iii) perform such other acts necessary for the maintenance of the PHT Driveway; provided however, that so long as the College Garage shall be open, the Driveway Easement shall provide access to at least one of either Northwest 10 Avenue, Northwest 12 Avenue or Northwest 20 Street.

4.2 **Corner Easement.** The College hereby grants to the County and the PHT a non-exclusive perpetual easement ("Corner Easement") over and across the Corner Parcel for vehicular (and pedestrian, in the event of an emergency) ingress, egress and access along the PHT Driveway, subject to the following conditions and limitations:

4.2.1 **Use of Easement.** The Corner Easement may be used by the County, the PHT, and their respective employees, contractors, guests and invitees for vehicular (and pedestrian, in the event of an emergency) ingress, egress and access along the PHT Driveway.

4.2.2 Improvement of Corner Parcel. The College has improved the Corner Parcel with pavement and curbing (collectively, "Corner Parcel Improvements").

4.2.3 Maintenance of the Corner Parcel. The PHT shall at all times maintain, or cause to be maintained, the Corner Parcel Improvements. In particular, the PHT will be solely responsible for the maintenance and repair of the Corner Parcel Improvements in manner consistent with the maintenance of the PHT Driveway.

4.3 Condition; No Warranty. Each party accepts the use of the County Parcel and the College Parcel in their "as-is/where-is" condition without any representation, warranty or inducement respecting either parcel's condition or fitness for any particular purpose. Except as may have been expressly agreed to herein, neither party shall be required to alter any portion of either the County Parcel or the College Parcel to accommodate the reciprocal easements.

4.4 Signage. The College shall install the following signage: (i) on the College Garage or College Parcel, signage designating the Faculty Entrance for the use of the College's faculty and staff; (ii) on the College Garage or College Parcel, signage directing students to the College Garage entrance for student parking; and (iii) at a location to be determined by mutual agreement of the Parties, signage with arrows pointing to the College Garage and the North Garage.

5. Indemnification.

5.1 Indemnification by the College. Subject to the provisions of Section 768.28, Florida Statutes, as may be amended, the College agrees to indemnify, defend and hold harmless the County, the PHT and their respective commissioners, trustees, medical staff, officers, employees, and agents from and against all claims, actions, liens, demands, expenses, and judgments for loss, damage, or injury to property or persons arising out of or in connection with use of the Driveway Easement by the College, its employees, contractors, students, guests and invitees for any of the purposes set forth in this Agreement.

5.2 Indemnification by the PHT. Subject to the provisions of Section 768.28, Florida Statutes, as may be amended, the PHT agrees to indemnify, defend and hold harmless the College and its officers, employees, and agents from and against all claims, actions, liens, demands, expenses, and judgments for loss, damage, or injury to property or persons arising out of or in connection with use of the Corner Parcel by the PHT and their employees, contractors, guests and invitees for any of the purposes set forth in this Agreement.

6. Covenant Running with the Land. This Agreement and the easements granted herein are covenants running with the land and will be binding upon County, the PHT and the College and their respective successors and assigns.

7. Amendments. This Agreement may only be amended, modified or terminated by a written instrument signed by the parties and recorded in the Public Records of Miami-Dade County, Florida.

8. **Recording.** This Agreement will be recorded in accordance with the procedures dictated in County Commission Resolution No. R-974-09.

9. **Notices.** All notices, demands, requests and other communications required under this Agreement must be given in writing and may be delivered by (i) hand delivery, with a receipt issued by the party making such delivery; (ii) certified mail, return receipt requested, or (iii) a nationally recognized overnight delivery service which provides delivery confirmation. Notice will be deemed to have been given upon receipt or refusal of delivery of notice sent by one of the three foregoing methods. Any party may designate a change of address by written notice to the other party, received by such other party at least ten (10) business days before the change of address is to become effective. Notices shall be sent as follows:

To the College: **District Board of Trustees of Miami Dade College**
300 Northeast 2 Avenue
Miami, Florida 33132-2204
Attention: Provost for Operations

with copy to:
College Legal Counsel
Miami Dade College
300 Northeast 2 Avenue, Room 1453
Miami, Florida 33132-2204

To County & PHT: **Public Health Trust of Miami-Dade County, Florida**
1500 Northwest 12 Avenue, Suite 816
Miami, Florida 33136
Attention: Real Estate Services

10. **Governing Law; Venue.** The Parties unconditionally and irrevocably: (i) agree that this Agreement, and any dispute arising out of any of the foregoing, shall be governed by the laws of the State of Florida; (ii) submit to the exclusive jurisdiction and venue of all courts located in the county of Miami-Dade, state of Florida; and (iii) waive any objections they may have at any time to the laying of venue of any suit, action or proceeding relating hereunder.

11. **Assignments.** This Agreement, and the interests granted herein, may not be assigned, transferred, or conveyed, in whole or in part, without the prior written consent of the Parties, which may be withheld in their discretion.

12. **Reverters.**

12.1 **Driveway Easement.** It is expressly provided that if and when the use of the Driveway Easement is discontinued by the College for a minimum period of six (6) months, as reasonably determined by the County or the PHT, the County or the PHT shall provide not less than fifteen (15) days written notice to the College of its intent to repossess the Driveway Easement and effectuate a reverter.

Upon expiration of such fifteen (15) day period, the County or the PHT may terminate the Driveway Easement and the College shall quitclaim any and all of its rights and interest in the Driveway Easement back to the County, without expense to the County or the PHT and the Driveway Easement shall automatically revert to the County without the necessity of any further action to effect said reversion.

12.2 Corner Easement. It is expressly provided that if and when the use of the Corner Easement is discontinued by the County and the PHT for a minimum period of six (6) months, as reasonably determined by the College, the College shall provide not less than fifteen (15) days written notice to the County and PHT of its intent to repossess the Corner Easement and effectuate a reverter. Upon expiration of such fifteen (15) day period, the College may terminate the Corner Easement and the County and the PHT shall quitclaim any and all of its rights and interest in the Corner Easement back to the College, without expense to the College and the Corner Easement shall automatically revert to the College without the necessity of any further action to effect said reversion.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

The duly authorized representatives of the County, the PHT, and the College have signed this Agreement on the dates set forth below their respective signatures.

Witnesses:

Signature: *[Signature]*

Print Name: Betzabel Gonzalez

Signature: *[Signature]*

Print Name: Nanette Orange

**THE DISTRICT BOARD OF TRUSTEES
OF MIAMI DADE COLLEGE, FLORIDA**, a
public educational institution and political
subdivision of the State of Florida

By: *[Signature]*

Lenore P. Rodicio, Ph.D.
Executive Vice President and Provost

Date: 11-20-2019

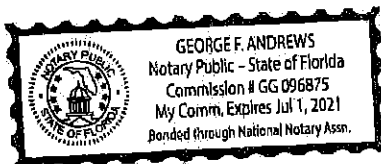
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on 11/20/2019 by **Lenore P. Rodicio, Ph.D.**, as Executive Vice President and Provost of The District Board of Trustees of Miami Dade College, Florida, a public educational institution and political subdivision of the State of Florida. She is personally known to me or has produced _____ as identification

[SEAL]

[Signature]
Notary Public, State of Florida



ATTEST:

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

By: _____
Deputy Clerk

By: _____
Carlos A. Gimenez
County Mayor

Date: _____

Approved as to form and legal sufficiency:

By: _____
Eugene Shy, Jr.
Assistant County Attorney

Witnesses:

Signature: [Signature]

Print Name: JAMIL FRAZER

Signature: [Signature]

Print Name: Arianna Lamasa

**PUBLIC HEALTH TRUST OF MIAMI-
DADE COUNTY, FLORIDA**, an agency and
instrumentality of Miami-Dade County

By: [Signature]
Carlos A. Migoya
President and Chief Executive Officer

Date: 12/6/15

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on December 17, 2015 by **Carlos A. Migoya**, as President and Chief Executive Officer of the Public Health Trust of Miami-Dade County, Florida, an agency and instrumentality of Miami-Dade County, on behalf of the Trust. He is personally known to me or has produced _____ as identification

[SEAL]

[Signature]
Notary Public, State of Florida



EXHIBIT "A"

Legal Description of County Parcel

A portion of Tract A of MUNICIPAL SHOPS TRACT, according to the Plat thereof, recorded in Plat Book 52, at Page 14, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 53 South, Range 41 East; thence South 89° 10' 40" West along the South line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 35 for 237.02 feet to a Southeast corner of said Tract A; thence North 00° 12' 24" East along the East line of said Tract A for 80.20 feet; thence South 64° 06' 44" West for 132.62 feet; thence South 89° 10' 40" West for 57.13 feet to the POINT OF BEGINNING of the following described parcel of land, the last two described courses being coincident with the Southerly boundary of that certain parcel as described in Official Records Book 14281, at Page 953, of the Public Records of Miami-Dade County, Florida); thence South 89° 10' 40" West along a line parallel with and 24.00 feet North as measured at right angles to the said South line of the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of said Section 35, for 110.58 feet to a point of curvature; thence Southwesterly, Westerly and Northwesterly along a circular curve to the right having a radius of 556.96 feet and a central angle of 10° 09' 44" for an arc distance of 98.78 feet to a point of reverse curvature; thence Northwesterly, Westerly and Southwesterly along a circular curve to the left having a radius of 588.96 feet and a central angle of 10° 09' 44" for an arc distance of 104.46 feet (the last three courses being coincident with the Northerly boundary of that certain easement described per City of Miami Resolution No. 31361); thence South 89° 18' 40" West along a line non-tangent to the last described curve for 182.81 feet to the Southeast corner of that certain parcel described in Official Records Book 9811, at Page 865, of the Public Records of Miami-Dade County, Florida; thence North 00° 48' 00" West along the Easterly boundary of that said certain parcel described in Official Records Book 9811, at Page 865, for 171.40 feet; thence North 89° 12' 00" East at right angles to the last described course, for 75.52 feet to a point of curvature; thence Northeasterly along a circular curve to the left having a radius of 110.50 feet and a central angle of 70° 50' 13" for an arc distance of 136.62 feet; thence North 89° 12' 09" East for 8.11 feet; thence North 00° 47' 51" West at right angles to the last and next described courses 348.75 feet (the last 4 described courses being coincident with the Easterly boundary of a certain parcel described in a lease agreement with Miami-Dade County with the City of Miami); thence North 89° 12' 09" East along the North boundary of said Tract A, for 367.55 feet; thence South 00° 13' 39" West for 222.42 feet; thence South 07° 22' 06" West for 394.19 feet to the POINT OF BEGINNING (the last two described courses being coincident with the Westerly boundary of that said certain parcel as described in Official Records Book 14281, at Page 953, of the Public Records of Miami-Dade County, Florida), all of the above lying in the North 1/2 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 53 South, Range 41 East, Miami-Dade County, Florida.

TOGETHER WITH

Commence at the Northwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 53 South, Range 41 East in Miami-Dade County, Florida; thence South 01° 25' 17" East, along the West line of the Northeast 1/4 of said Section 35, a distance of 629.46 feet; thence North 87° 46' 43" East, a distance

of 59.51 feet to a point on the East Right-of-Way line of SR 993 (NW 12th Avenue) as shown on Florida Department of Transportation Right of Way Map for SR 993, Section 87085, said point being the POINT OF BEGINNING of the following described parcel of land: Thence continue North 87° 46' 43" East, a distance of 27.73 feet to the Southwest corner of the parcel of land described in Quit-Claim Deed recorded in Official Records Book 9811, at Page 865, of the Public Records of Miami-Dade County, Florida; thence continue North 87° 46' 43" East along the South line of said parcel of land described in Official Records Book 9811, Page 865, a distance of 338.68 feet to the Southeast corner of said parcel of land described in Official Records Book 9811, Page 865, said corner also being the Southeast corner of a parcel of land described in the Special Warranty Deed recorded in Official Records Book 16616, Page 2811, of the Public Records of Miami-Dade County, Florida; thence North 87° 48' 54" East, along said South line of said parcel described in Official Records Book 16616, Page 2811, a distance of 183.51 feet to a point on the arc of non-tangential circular curve, a radial line through said point bears N02°13'13"W; thence southeasterly along the arc of said non-tangential curve being concave to the southwest, and having a radius of 588.96 feet, through a central angle of 10° 09' 44", an arc distance of 104.46 feet to the point of reverse curve with a circular curve concave to the Northeast, a radial line through said point bears S07°54'16"W, thence Southeasterly along the arc of said circular curve, having a radius of 556.96 feet, through a central angle of 10° 10' 01", and an arc distance of 98.83 feet to the point of tangency; thence North 87° 44' 15" East, along a line 24 feet northerly of and parallel with the North line of the South ½ of the Northwest ¼ of the Northeast ¼ of said Section 35, Township 53 South, Range 41 East, this line also being the South line of the parcel of land described on Official Records Book 16616, Page 2811, and also the South line of a parcel of land described on the Indenture, as recorded in Official Record Book 14281, at Page 953 of the Public Records of Miami-Dade County, Florida, a distance of 168.76 feet to a point on the westerly line of a parcel described on Official Records Book 2585, at Page 82, of the Public Records of Miami-Dade County, Florida; thence South 62°35'06" West, along said westerly line, a distance of 56.48 feet to a point on the North line of Tract 1 of JACKSON MEMORIAL HOSPITAL TRACTS, according to the plat thereof, as recorded in Plat Book 55, at Page 5, of the Public Records of Miami-Dade County, Florida, this line also being the south line of said Tract A; thence South 87°44'15" West, along the North line of said Tract 1 and along the South line of said Tract A and also along the North line of that non-subdivided parcel of land, described in Official Records Book 1276, Page 398, of the Public Records of Miami-Dade County, Florida, a distance of 870.32 feet to a point on the East Right of Way line of said SR 933; thence North 01°25'17" West along said East Right of Way line of SR 933, a distance of 42.51 feet to the POINT OF BEGINNING.

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EXHIBIT "B"

Sketch and Legal Description of PHT Driveway



SKETCH TO ACCOMPANY LEGAL DESCRIPTION N.W. 19TH STREET/JACKSON MEMORIAL HOSPITAL



SCALE
1" = 100'

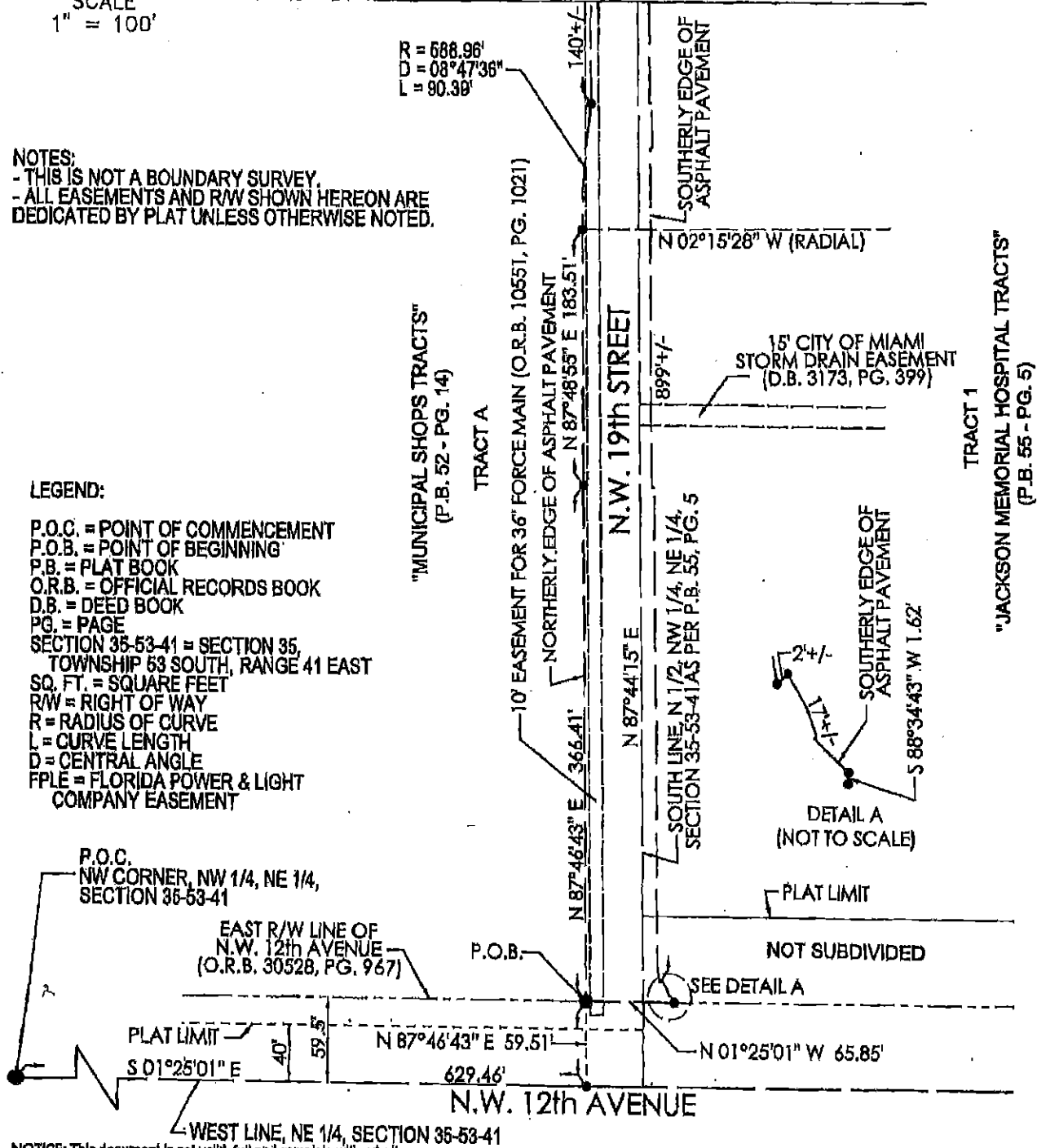
MATCH LINE "A-A"
(SEE SHEET 2 OF 5)

NOTES:

- THIS IS NOT A BOUNDARY SURVEY.
- ALL EASEMENTS AND R/W SHOWN HEREON ARE DEDICATED BY PLAT UNLESS OTHERWISE NOTED.

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORDS BOOK
D.B. = DEED BOOK
PG. = PAGE
SECTION 35-53-41 = SECTION 35,
TOWNSHIP 53 SOUTH, RANGE 41 EAST
SQ. FT. = SQUARE FEET
R/W = RIGHT OF WAY
R = RADIUS OF CURVE
L = CURVE LENGTH
D = CENTRAL ANGLE
FPLE = FLORIDA POWER & LIGHT
COMPANY EASEMENT



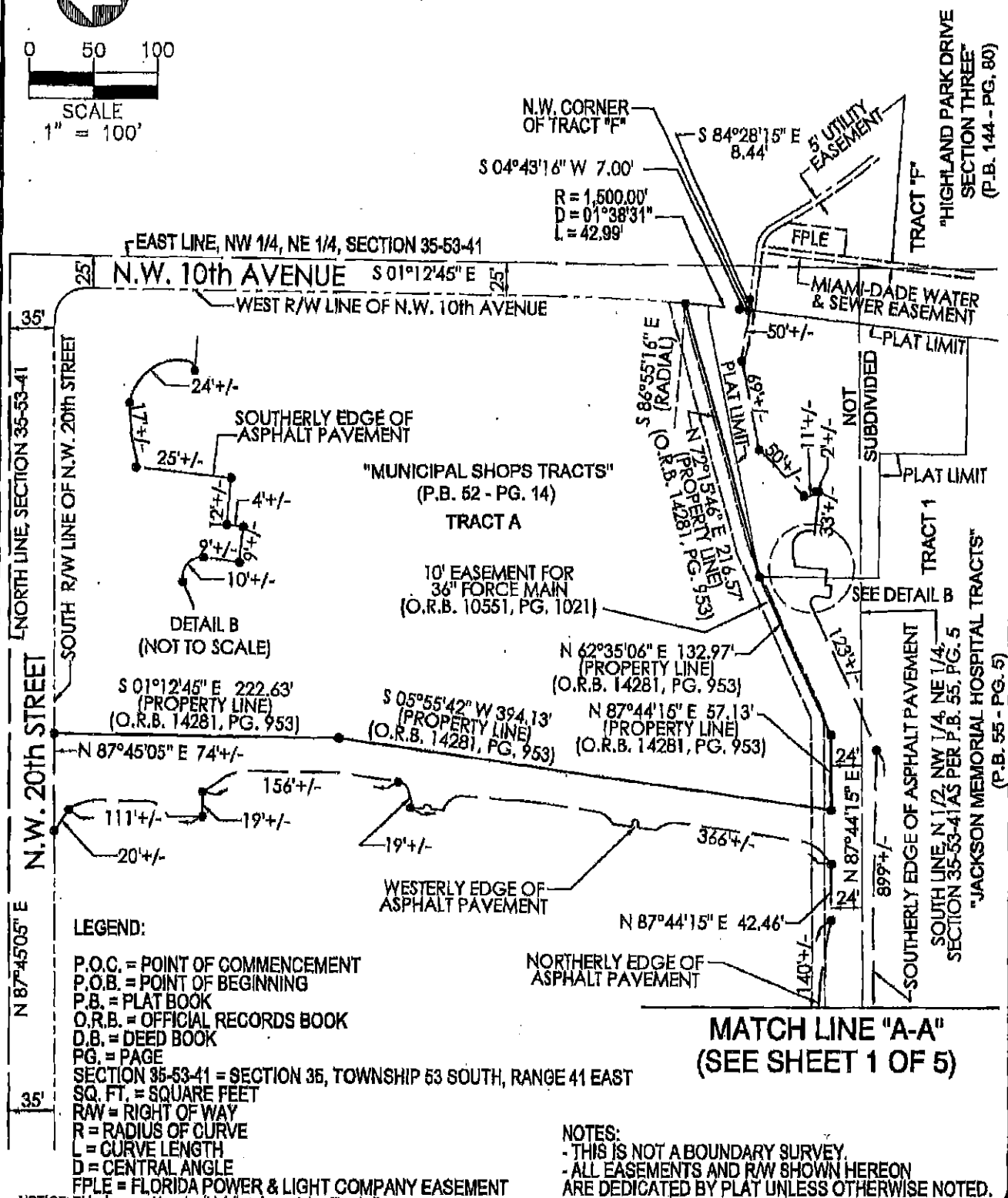
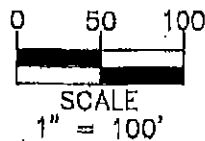
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JOB No. 18456.0.00 PAGE 1 OF 5

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
N.W. 19TH STREET/JACKSON MEMORIAL HOSPITAL



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JOB No. 18456.0.00 PAGE 2 OF 5

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
N.W. 19TH STREET/JACKSON MEMORIAL HOSPITAL**

LEGAL DESCRIPTION:

A parcel of land being a portion of TRACT A, of "MUNICIPAL SHOPS TRACT", according to the plat thereof, as recorded in Plat Book 52, at Page 14, of the Public Records of Miami-Dade County, Florida, a portion of TRACT 1, of "JACKSON MEMORIAL HOSPITAL TRACTS", according to the plat thereof, as recorded in Plat Book 52, at Page 14, of the Public Records of Miami-Dade County, Florida, a portion of TRACT "F", of "HIGHLAND PARK DRIVE SECTION THREE", according to the plat thereof, as recorded in Plat Book 144, at Page 80, of the Public Records of Miami-Dade County, Florida, and some non-platted portions of Miami-Dade County, Florida, all lying within in Section 35, Township 53 South, Range 41 East in said County and more particularly described as follows:

COMMENCE at the Northwest Corner of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of said Section 35; thence S 01°25'01"E, along the West line of the Northeast One-Quarter (NE 1/4) of said Section 35, a distance of 629.46 feet; thence N 87°46'43" E, a distance of 59.51 feet to the point of intersection with the East Right-of-Way line of SR 933 (NW 12th Avenue), as shown in the Quit Claim Deed recorded in Official Record Book 30528, at Page 967, of the Public Records of Miami-Dade County, Florida, referring to The Florida Department of Transportation Right of Way Map for SR 933, Section 87085, said point being the POINT OF BEGINNING of the following described parcel of land; thence continue N 87°46'43" E, a distance of 366.41 feet; thence N 87°48'55" E, a distance of 183.51 feet, to the point of curvature of a non-tangent circular curve, concave to the Southwest and having a radius of 588.96 feet; thence, from a radial bearing of N 02°15'28"W from the center of said curve, run Easterly along said curve to the right, through a central angle of 08°47'36", for an arc distance of 90.39 feet, to the point of intersection with the Northerly asphalt pavement of N.W. 19th Street; thence run in an Easterly fashion, slightly curving along said Northerly asphalt pavement, a distance of 140 feet, more or less, to the point of intersection with a line that is 24.00 feet North of and parallel with the South line of the North One-Half (N 1/2), of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of said Section 35; thence N 87°44'15" E, along the previously described line, a distance of 42.46 feet, to the point of intersection with the Westerly asphalt pavement of an unnamed roadway extending Northward from N.W. 19th Street; the next six (6) courses being along said Westerly asphalt pavement; thence run Northerly, with some meandering a distance of 366 feet, more or less; thence run Easterly a distance of 19 feet, more or less; thence run Northerly, a distance of 156 feet, more or less; thence run Westerly a distance of 19 feet, more or less; thence run Northerly, a distance of 111 feet, more or less; thence run Northwesterly, a distance of 20 feet, more or less, to the point of intersection with the Southerly Right of Way line of N.W. 20th Street; thence N 87°45'05" E, along said Southerly Right of Way line, a distance of 74 feet, more or less, to the point of intersection with the property line established by the Indenture (Deed) recorded in Official Record Book 14281, at Page 953, of the Public Records of Miami-Dade County, Florida; the next five (5) courses being along said property line; thence S 01°12'45" E, a distance of 222.63 feet; thence S 05°55'42" W, a distance of 394.13 feet, to the point of intersection with a line that is 24.00 feet North of and parallel with the South line of the North One-Half (N 1/2), of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of said Section 35; thence N 87°44'15" E, along the previously described line, a distance of 53.17 feet; thence N 62°35'06"E, a distance of 132.97 feet; thence N 72°15'46"E, a distance of 216.57 feet, to the point of intersection with the Westerly Right of Way line of N.W. 10th Avenue, said point of intersection being the point of curvature of a non-tangent circular curve, concave to the West and having

(CONTINUED ON SHEET 4 OF 5)

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JOB No. 18466.0.00 PAGE 3 OF 5

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
N.W. 19TH STREET/JACKSON MEMORIAL HOSPITAL**

(CONTINUED FROM SHEET 3 OF 5)

a radius of 1,500.00 feet; the next three (3) courses being along said Westerly Right of Way line; thence, from a radial bearing of S 86°55'16" E from the center of said curve, run Southerly along said curve to the right, through a central angle of 01°38'31", for an arc distance of 42.99 feet, to the point of tangency; thence S 04°43'16"W, a distance of 7.00 feet, to the Northwestern Corner of the aforesaid TRACT "F" thence S 84°28'15"E, said course also being along the North line of TRACT "F", a distance of 8.44 feet, to the point of intersection with the Southerly asphalt pavement of N.W. 19th Street; the next eighteen (18) courses being along said Southerly asphalt pavement of N.W. 19th Street; thence run West-Northwesterly, a distance of 50 feet, more or less; thence run West-Southwesterly, a distance of 69 feet, more or less; thence run Southwesterly, a distance of 50 feet, more or less; thence run Southeasterly, in a curving fashion to the left, a distance of 11 feet, more or less; thence run Southerly, a distance of 2 feet, more or less; thence run Westerly, a distance of 33 feet, more or less; thence run Northeasterly, Northerly and Northwesterly, in a curving fashion to the left, a distance of 24 feet, more or less; thence run West-Southwesterly, a distance of 17 feet, more or less; thence run Southerly, a distance of 25 feet, more or less; thence run Westerly, a distance of 12 feet, more or less; thence run Southerly, a distance of 4 feet, more or less; thence run Westerly, a distance of 9 feet, more or less; thence run Northerly, a distance of 9 feet, more or less; thence run Northerly, Northwesterly and Southwesterly, in a curving fashion to the left, a distance of 10 feet, more or less; thence run Southwesterly, a distance of 123 feet, more or less; thence run Westerly, a distance of 899 feet, more or less; thence run Southeasterly, a distance of 2 feet, more or less; thence run Southwesterly, a distance of 17 feet, more or less; thence S 88°34'43" W, a distance of 1.62 feet, to the point of intersection with the aforesaid East Right-of-Way line of SR 933 (NW 12th Avenue); thence N 01°25'01" W, along said East Right-of-Way line, a distance of 65.85 feet, to the POINT OF BEGINNING.

Containing 1.7649 acres, more or less, by calculations.

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Exhibit B

(NOT TO SCALE)

The Legal Description of the Subject Parcel was generated from the following documents:

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JOB No. 18456.0.00 PAGE 6 OF 6

EXHIBIT "C"

Legal Description of the College Parcel

A portion of Tract "A" MUNICIPAL SHOPS TRACT according to the plat thereof as recorded in Plat Book 62 Page 14 of the Public Records of Dade County, Florida, being more particularly described as follows:

commence at the Southeast corner of the North half of the Northwest quarter of the Northeast quarter of Section 35, Township 33 South, Range 41 East, Dade County, Florida; thence run South 89° 05' 45" West along the South line of the North half of the Northwest quarter of the Northeast quarter of said Section 35 for a distance of 216.57 feet to a Southeast corner of said Tract "A"; thence run North 00° 12' 49" East along the East line of said Tract "A" for a distance of 80.51 feet to the Northeast corner of Parcel "A" as described in that certain Warranty Deed dated July 23, 1958 and filed in Official Records Book 2553 Page 82 of the Public Records of Dade County, Florida and the Point of Beginning of the parcel of land hereinafter described; thence South 64° 00' 40" West along the Northerly line of said Parcel "A" for a distance of 102.97 to a Point of Intersection with the North line of a permanent easement to Dade County from the City of Miami per City of Miami resolution No. 31761; thence run South 89° 09' 49" West along the North line of said permanent easement for a distance of 87.13 feet to a point; thence run North 07° 21' 12.5" East for a distance of 194.19 feet to a point; thence run North 00° 12' 49" East for a distance of 222.69 feet to a Point of Intersection with the North line of Tract "A" of said MUNICIPAL SHOPS TRACT plat; thence run North 89° 11' 46" East along the said North line of Tract "A" for a distance of 313.87 feet to a Point of Curvature; thence Easterly and Southerly along the arc of a curve to the right having a radius of 25.00 feet through central angle of 91° 01' 03" for an arc distance of 39.71 feet to a Point of Tangency; thence run South 00° 13' 49" West along the East line of said Tract "A" for a distance of 150.79 feet to a Point of Curvature; thence Southerly along the arc of a curve to the right having a radius of 1500.00 feet through a central angle of 04° 17' 10" for an arc distance of 112.36 feet to the Northeast corner of Parcel "B" as described in the aforementioned Warranty Deed dated July 23, 1958; thence run South 73° 41' 20" West along the Northerly line of said Parcel "B" for a distance of 216.57 feet to the Point of Beginning.

EXHIBIT "D"

Garage Site Plan

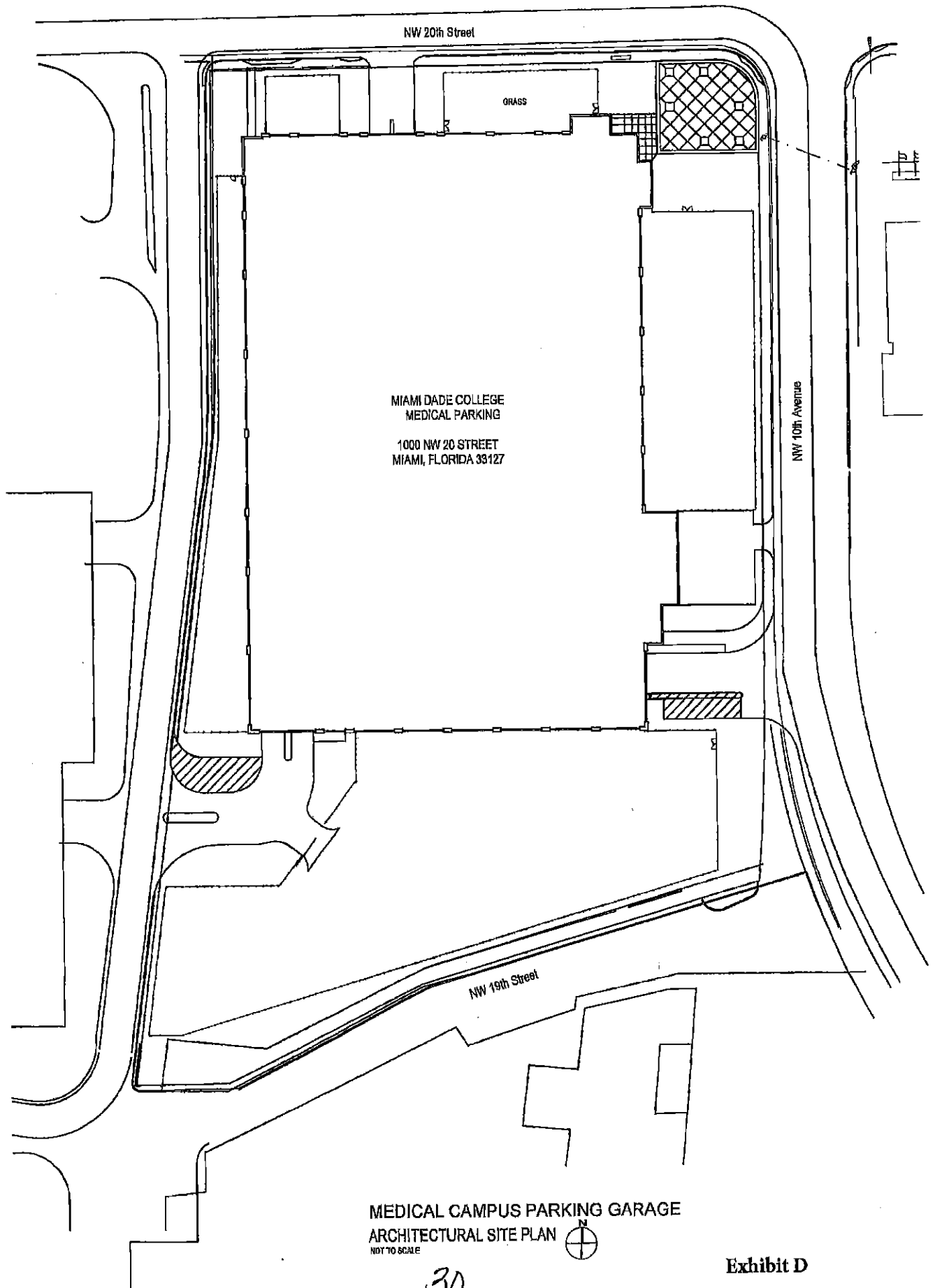
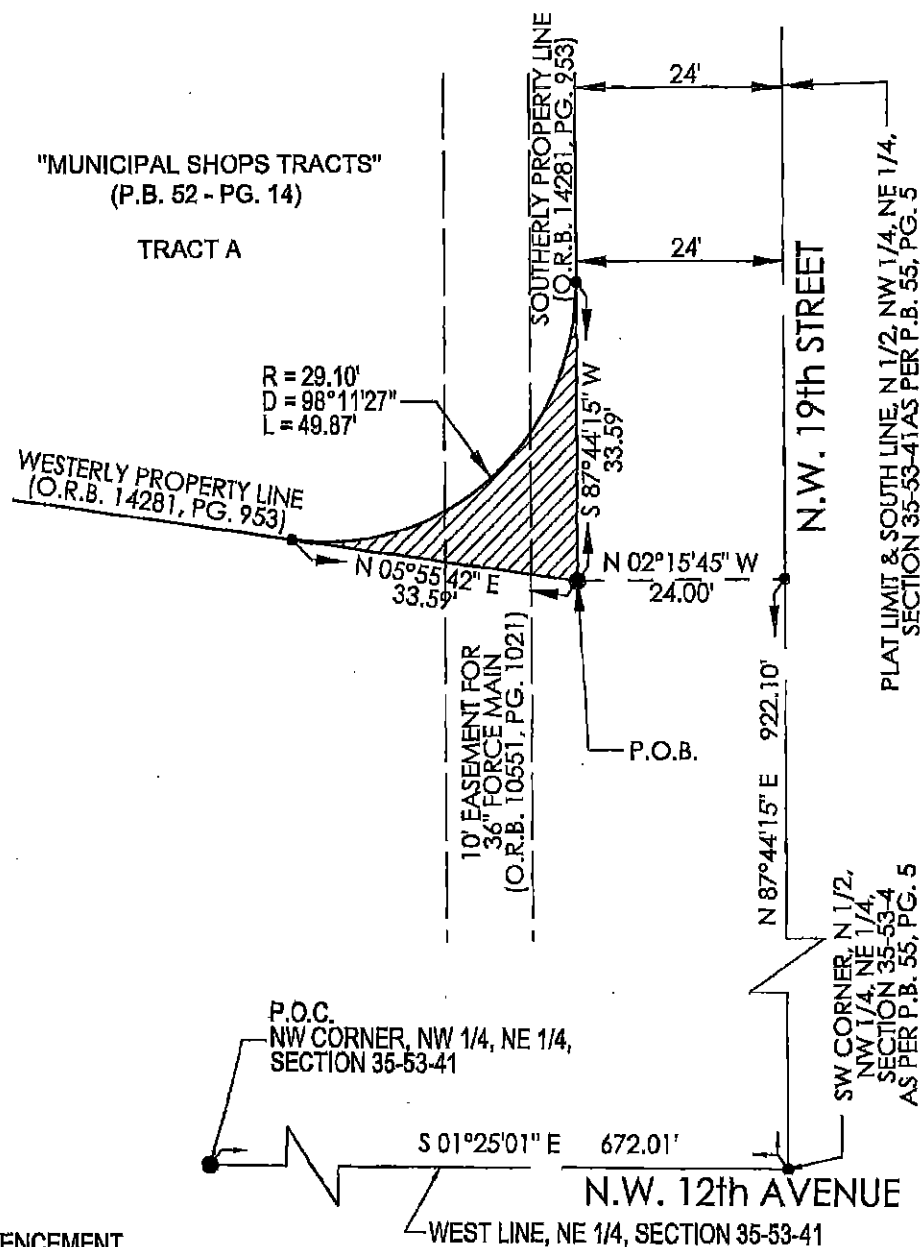
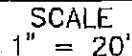


EXHIBIT "E"

Sketch and Legal Description of the Corner Parcel



P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.B. = PLAT BOOK
O.R.B. = OFFICIAL RECORDS BOOK
PG. = PAGE
SECTION 35-53-41 = SECTION 35,
TOWNSHIP 53 SOUTH, RANGE 41 EAST
SQ. FT. = SQUARE FEET
R = RADIUS OF CURVE
L = CURVE LENGTH
D = CENTRAL ANGLE

NOTE: THIS IS NOT A BOUNDARY SURVEY.

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Exhibit E

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**SKETCH TO ACCOMPANY LEGAL DESCRIPTION
N.W. 19TH STREET/JACKSON MEMORIAL HOSPITAL**

LEGAL DESCRIPTION:

A parcel of land being a portion of TRACT A, of "MUNICIPAL SHOPS TRACT", according to the plat thereof, as recorded in Plat Book 52, at Page 14, of the Public Records of Miami-Dade County, Florida, being a circular curve tangent to both the Southerly and Westerly Property Lines described in Official Record Book 14281, at Page 953, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

COMMENCE at the Northwest Corner of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of Section 35, Township 53 South, Range 41 East of said Miami-Dade County; thence S 01°25'01"E, along the West line of the Northeast One-Quarter (NE 1/4) of said Section 35, a distance of 672.01 feet, to the Southwest Corner of the North One-Half (N 1/2) of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of said Section 35; as shown on the plat "JACKSON MEMORIAL HOSPITAL TRACTS", according to the plat thereof, as recorded in Plat Book 55, at Page 5, of the Public Records of said Miami-Dade County; thence N 87°44'15" E, along the South Line of the North One-Half (N 1/2) of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of said Section 35, as shown on said Plat Book 55, at Page 5 a distance of 922.10 feet; thence N 02°15'45" W a distance of 24.00 feet to the POINT OF BEGINNING of the following described parcel of land; thence N 05°55'42" E, along the aforesaid Westerly Property Line, a distance of 33.59 feet to a point of cusp at the point of curvature of a tangent circular curve, concave to the Northeast and having a radius of 29.10 feet; thence run Southeasterly along said curve to the left, through a central angle of 98°11'27", for an arc distance of 49.87 feet, to the point of tangency with the aforesaid Southerly Property line; said line being 24.00 feet north of and parallel with said South Line of the North One-Half (N 1/2) of the Northwest One-Quarter (NW 1/4) of the Northeast One-Quarter (NE 1/4) of Section 35; thence S 87°44'15" W, along the previously described line, a distance of 33.59 feet to the POINT OF BEGINNING.

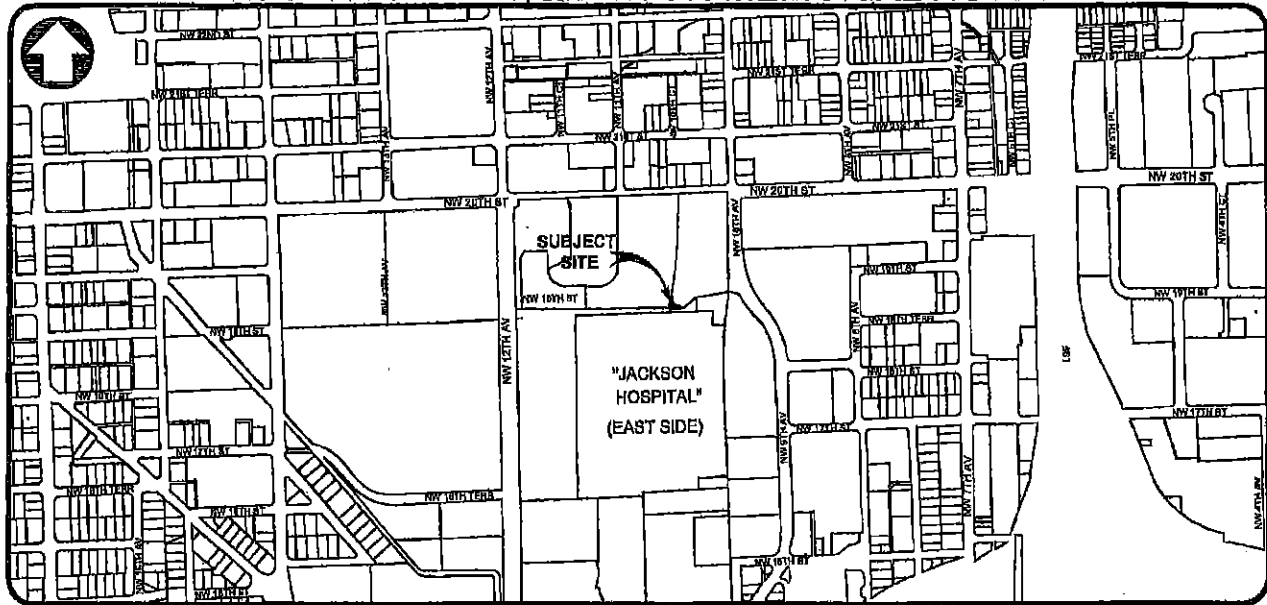
Containing 252 square feet, more or less, by calculations.

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SKETCH TO ACCOMPANY LEGAL DESCRIPTION N.W. 19TH STREET/JACKSON MEMORIAL HOSPITAL



LOCATION MAP
(NOT TO SCALE)

PERTINENT INFORMATION USED FOR THE PREPARATION OF THIS DOCUMENT:

The Legal Description of the Subject Parcel was generated from the following documents:

1. Plat of "MUNICIPAL SHOPS TRACT", recorded in Plat Book 52, at Page 14, of the Public Records of Miami-Dade County, Florida.
2. Plat of "JACKSON MEMORIAL HOSPITAL TRACTS", recorded in Plat Book 55, at Page 5, of the Public Records of Miami-Dade County, Florida.
3. Indenture (Deed), recorded in Official Record Book 14281, at Page 953, of the Public Records of Miami-Dade County, Florida.

Bearings shown hereon are based upon the West line of the Northeast One-Quarter (N.E. 1/4) of Section 35, Township 53 South, Range 41 East, Miami-Dade County, Florida, with an assumed bearing of S 01°25'01" E, said line to be considered a well established and monumented line.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than what appears on the underlying Plats and Deeds of record. Please refer to the Limitations item with respect to possible restrictions of record and utility services.

RESTRICTIONS:

Since no other information was furnished other than what is cited above, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on this Sketch or contained within this report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear. This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch to Accompany Legal Description" was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said "Sketch to Accompany Legal Description" meets the intent of the applicable provisions of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 through 5J-17.052 of the Florida Administrative Code and its implementing law, Chapter 472.027 of the Florida Statutes.

LONGITUDE SURVEYORS, LLC, a Florida Limited Liability Company
Florida Certificate of Numbered Surveyor LB7335

By:

Eduardo M. Suarez, PSM

Registered Surveyor and Mapper 125513

State of Florida

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Exhibit E

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