

MEMORANDUM

Agenda Item No. 8(F)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 2, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the conveyance of a 15 year surface easement consisting of approximately 53,144 square feet of land formed by an 80-foot-wide by 671-foot-wide strip of land located adjacent to and east of 16800 NW 57 Avenue, unincorporated Miami-Dade County, to the adjacent property owner, Bull Motors, LLC, pursuant to section 125.35(2), Florida Statutes, in exchange for (a) the Release of Restrictions on County property, and (b) a total payment of \$625,576.00 to be made through 15 annual installments for the purpose of access, parking and displaying cars; and authorizing the County Mayor to execute the easement and the acceptance of the Release of Restrictions, to exercise all rights conferred therein, and to take all actions necessary to effectuate same

Resolution No. R-134-21

This item was amended from the original item as stated in the County Mayor's memorandum.

The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Vice-Chairman Oliver G. Gilbert, III.



Geri Bonzon-Keenan
County Attorney

GBK/smm

Memorandum



Date: March 2, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Resolution Authorizing the Conveyance of an Easement on Canal Right-of-Way Property to Bull Motors, LLC For a Property Located Adjacent/East of 16800 Avenue, Unincorporated Miami-Dade County, Florida
Folio No.: A Portion of 32-2013-000-0020

This item was amended at the February 9, 2021 PortMiami and Environmental Resilience Committee to include the Release of Restriction executed by Bull Motors, LLC, labeled as Attachment 2 to the Resolution.

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the conveyance of an easement on County-owned canal right-of-way land (Exhibit A) to Bull Motors, LLC (Bull Motors). More specifically, the Resolution does the following:

- Authorizes the conveyance of an approximate 53,144 square-foot (1.22 acre) easement to Bull Motors, for a term of 15 years, in substantially the form attached to the Resolution as Attachment 1, in exchange for (a) Bull Motors' Release of Restrictions on County-owned canal right-of-way property in substantially the form attached to the Resolution as Attachment 2 and (b) payments to the County totaling \$625,576.00 over the 15-year term; and
- Authorizes the County Mayor or County Mayor's designee to execute the easement, to accept the Release of Restrictions on the County-owned real property from Bull Motors, to record both instruments in the public records of Miami-Dade County, and to exercise all provisions contained therein.

Scope

The property is located in Commission District 1, which is represented by Commissioner Oliver G. Gilbert, III. Written notice of the easement was provided to the District Commissioner.

Fiscal Impact/Funding Source

Bull Motors will pay a total of \$625,576.00 over the 15-year term, commencing with an initial payment of \$37,500.00 at the beginning of the easement term and increasing by 1.5 percent per year each year thereafter. Bull Motors will be responsible for all costs associated with the easement, including maintenance.

Track Record/Monitoring

Dawn M. Soper of the Internal Services Department will be responsible for tasks related to this transaction. Lee N. Hefty, Assistant Director, Department of Regulatory and Economic Resources, Division of Environmental Resources Management (RER/DERM), is managing the project on behalf of RER/DERM.

Delegation of Authority

This item authorizes the County Mayor or County Mayor's designee to execute the easement and to exercise all other rights conferred therein, and to accept the Release of Restrictions on County-owned property from Bull Motors.

Background

The easement on County-owned canal right-of-way has been requested by Bull Motors, who owns an adjacent 9.6 acre automotive property at 16800 NW 57 Avenue, for the purpose of providing ingress/egress, as well as rights for other surface uses related to their automotive business. The easement land separates NW 57 Avenue from the dealership. Having access to and across the County-owned canal right-of-way will provide Bull Motors with accessibility from the major thoroughfare of NW 57 Avenue and will afford the opportunity to display and park cars. The only other access point to the adjacent Bull Motors site is NW 167 Street, a minor east-west roadway located at a State Road 826 exit ramp.

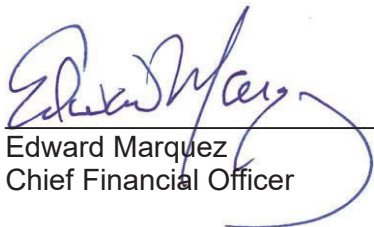
In December 1963, Miami-Dade County acquired the land for canal right-of-way purposes from Freeman Hales and Elizabeth J. Hales (his wife) through the use of a Right-of-Way Deed. This deed restricts the use of the land as a public canal and retained a reversionary interest in the event the property ceased being used for public canal purposes.

RER/DERM has consistently maintained and operated the subsurface of the property for canal and levee purposes through the use of a subsurface pipe, known as a culvert (an underground enclosed canal), which runs the entire length of the narrow property. The surface of the property has been maintained and improved by Bull Motors with uses for the adjacent automotive dealership which include private driveways, a parking lot, and landscaping. An Agreement and Permit for the Use of County Right-of-Way for Car Parking Purposes ("Parking Permit") was executed by the parties on April 27, 1993 and was subsequently recorded by the owner on September 22, 1993. However, the Parking Permit was invalid because it was not approved by the Board, is not a permitted use under the existing County Deed and did not include payment to the County. The County became aware of the invalid Parking Permit during analysis of a zoning application. Approval of an easement and Release of Restrictions is recommended to properly allow Bull Motors to use the property.

Pursuant to Section 125.35(2) of the Florida Statutes, if a 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 when, due to the size, shape, location and value, it is determined by the Board that the property is of use only to one or more adjacent property owners, the Board may effect a private sale of the property. The County-owned canal right-of-way land cannot be developed as a standalone property without the adjacent property and is currently encumbered by other County canal use restrictions prohibiting any development on the property. The County has determined that the land cannot support the construction of buildings or other similar structures because of the underground culvert. Therefore, the property interest to be conveyed in the easement is of use only to the adjacent property owner, Bull Motors.

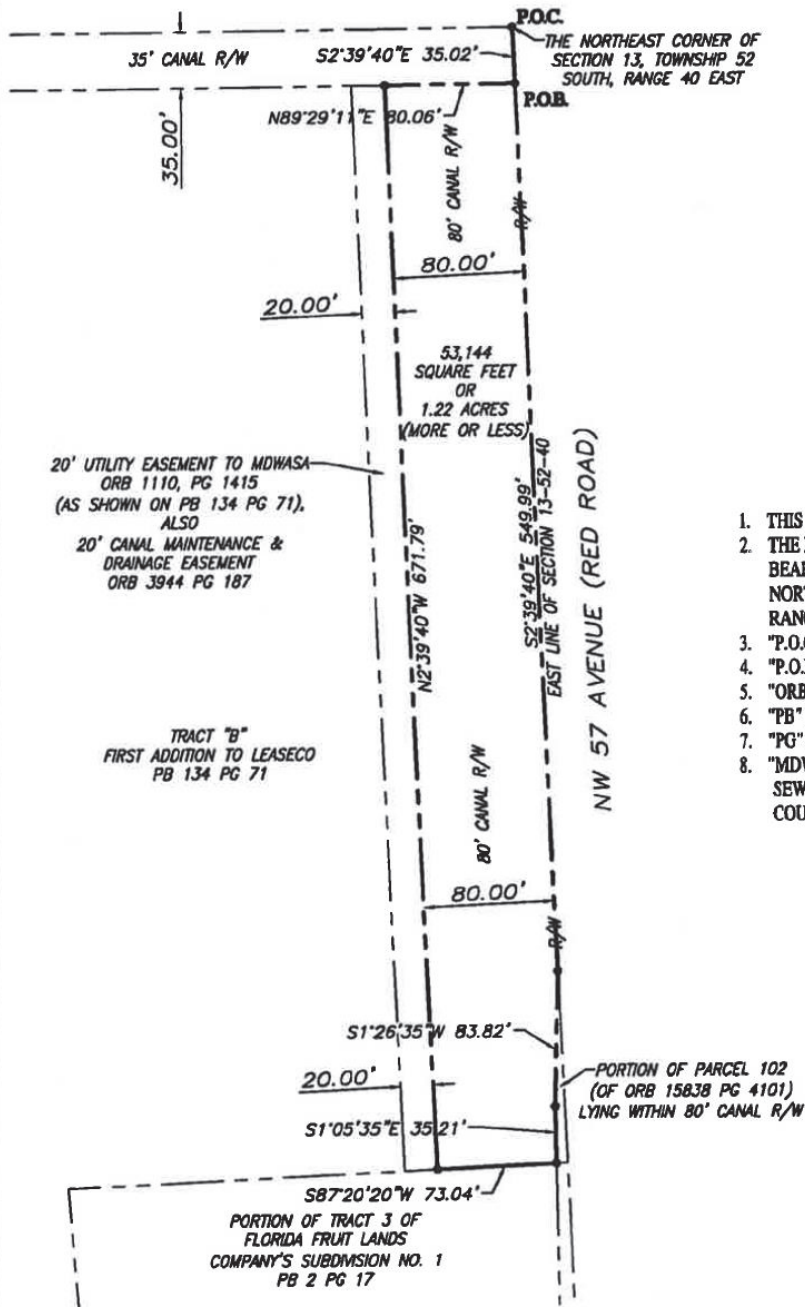
The annual payment for the easement was negotiated by the parties considering a) the annual market rent (assuming the property was not restricted to canal use) which was appraised at \$40,125.00 in 2017 and \$60,000.00 in 2019, and b) the benefit to the County through the release of restrictions by Bull Motors so that the land is no longer restricted to canal use. In total, the transaction provides \$625,576.00 in income to the County that it would otherwise not receive. It is in the County's best interest to approve the conveyance of the easement, which would allow use of the property for parking as requested by Bull Motors and would not interfere with the County's existing canal use.

Attachments



Edward Marquez
Chief Financial Officer

EXHIBIT "A"
BULL MOTORS LLC
 SKETCH TO ACCOMPANY LEGAL DESCRIPTION



1" = 100'

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE BEARING OF S 02° 39' 40" E FOR THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 52 SOUTH, RANGE 40 EAST.
3. "P.O.C." DENOTES "POINT OF COMMENCEMENT".
4. "P.O.B." DENOTES "POINT OF BEGINNING".
5. "ORB" DENOTES "OFFICIAL RECORD BOOK".
6. "PB" DENOTES "PLAT BOOK".
7. "PG" DENOTES "PAGE".
8. "MDWASA" DENOTES "MIAMI-DADE COUNTY WATER AND SEWER AUTHORITY" (NOW KNOWN AS MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT).

EXHIBIT "A"
BULL MOTORS LLC
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGAL DESCRIPTION

A parcel of land lying in Section 13, Township 52 South, Range 40 East, in Miami-Dade County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 13, said corner being the Point of Commencement for this description; thence along the East line of the Northeast 1/4 of said Section 13, said line also being the Westerly right-of-way line of Northwest 57th Avenue, also known as Red Road, S 02°39'40" E for a distance of 35.02 feet, to a point, said point being the Point of Beginning for this parcel; thence continue along said East line of the Northeast 1/4 of said Section 13, S 02°39'40" E for a distance of 549.99 feet, to an angle point in the Westerly right-of-way line of said Northwest 57th Avenue, per F.D.O.T. Right-of-Way Maps, State Road No. 823 (Red Road/NW 57th Ave) Miami-Dade County, Section 87002, Sheet 19 of 35, as shown on Road Map Book 153, Page 48 of Miami-Dade County Public Records; thence along the said Westerly right-of-way line of Northwest 57th Avenue the following 2 courses: S 01°26'35" W for a distance of 83.82 feet; and thence S 01°05'35" E for a distance of 35.21 feet, to a point at the intersection of said Westerly right-of-way line of Northwest 57th Avenue with the extended Southeasterly line of Tract "B", as delineated on The First Addition To Leaseco Plat, found in Plat Book 134, Page 71 of the Miami-Dade County Public Records; thence, along said line, S 87°20'20" W for a distance of 73.04 feet, to a point at the intersection with the Easterly line of a 20 foot-wide Miami-Dade County Water & Sewer utility easement, said easement also being a 20 foot-wide canal maintenance and drainage easement, both being shown on the aforementioned plat; thence along the Easterly line of said easements, said line being 80 feet West of and parallel to the aforementioned East line of the Northeast 1/4 of said Section 13, N 02°39'40" W for a distance of 671.79 feet, to a point in the North line of the aforementioned Tract "B", said North line also being the South line of a 35 foot-wide canal right-of-way, as shown on the aforementioned plat; thence along the said South line of the 35 foot-wide canal right-of-way, N 89°29'11"E for a distance of 80.06 feet, to the Point of Beginning of this parcel.

Containing a total of 53,144 square feet, or 1.22 acres of land, more or less.



SCOTT A. RIGGS, PSM
Florida License # 6160

MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite # 1610
Miami, Florida 33128 (305) 375-2657
Date: 09-05-2019

This Description and the accompanying sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper. This description and the accompanying Sketch are not valid one without the other.



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: March 2, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

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

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(1)
3-2-21

RESOLUTION NO. _____ R-134-21

RESOLUTION AUTHORIZING THE CONVEYANCE OF A 15 YEAR SURFACE EASEMENT CONSISTING OF APPROXIMATELY 53,144 SQUARE FEET OF LAND FORMED BY AN 80-FOOT-WIDE BY 671-FOOT-WIDE STRIP OF LAND LOCATED ADJACENT TO AND EAST OF 16800 NW 57 AVENUE, UNINCORPORATED MIAMI-DADE COUNTY, TO THE ADJACENT PROPERTY OWNER, BULL MOTORS, LLC, PURSUANT TO SECTION 125.35(2), FLORIDA STATUTES, IN EXCHANGE FOR (A) THE RELEASE OF RESTRICTIONS ON COUNTY PROPERTY, AND (B) A TOTAL PAYMENT OF \$625,576.00 TO BE MADE THROUGH 15 ANNUAL INSTALLMENTS FOR THE PURPOSE OF ACCESS, PARKING AND DISPLAYING CARS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE EASEMENT AND THE ACCEPTANCE OF THE RELEASE OF RESTRICTIONS, TO EXERCISE ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME

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

WHEREAS, the County is the owner of an 80-foot wide by 671-foot wide strip of land consisting of approximately 53,144 square feet adjacent to and east of 16800 NW 57 Avenue, in unincorporated Miami-Dade County, originally conveyed by the adjacent property owner with the restriction that it must be used for a public canal and purposes incidental thereto (the "County property"); and

WHEREAS, the adjacent property owner retained a reversionary interest in the property if the canal use is ever discontinued, which interest is currently held by Bull Motors, LLC, the current owner of the adjacent property located at 16800 NW 57 Avenue, unincorporated Miami-Dade County Florida (the "adjacent property"); and

WHEREAS, Bull Motors, LLC (“Bull Motors”) has requested the conveyance of a surface easement over the County property, for the purpose of: (a) maintaining, operating, repairing and replacing existing dealership improvements, (b) allowing safe and reasonable access between the adjacent property and NW 57 Avenue, and (c) maintenance and operation of surface parking and the displaying of cars in connection with its automobile dealership operation on the adjacent property (the “surface easement”); and

WHEREAS, Bull Motors is the only owner of property adjacent to the County property; and

WHEREAS, the Board finds that a surface easement over the County property is of no use to anyone but Bull Motors, the adjacent property owner, due to size and shape of the property, including that it is approximately 80 feet wide, that it is restricted in use, and that it cannot support the construction of buildings or other similar structures because of the underground culvert that runs the length of the property; and

WHEREAS, in exchange for the conveyance of the surface easement, Bull Motors, LLC will (a) release the deed restrictions on the County Property, and (b) pay to the County the sum of \$625,576.00, made in annual installments with an initial payment of \$37,500.00 at the beginning of the surface easement term and increasing by 1.5 percent each year thereafter, as further set forth in the surface easement attached hereto and incorporated herein as Attachment 1, and the release of restrictions attached hereto and incorporated herein as Attachment 2 (“release of restrictions”),

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

Section 1. The foregoing recitals are incorporated into this resolution and are approved.

Section 2. Pursuant to section 125.35(2), Florida Statutes, this Board authorizes the conveyance of the surface easement to Bull Motors conditioned upon the execution of the release of restrictions, and receipt of the payments set forth in the surface easement.

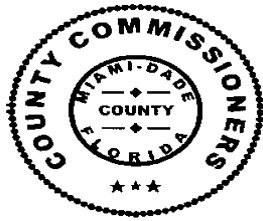
Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the surface easement, in substantially the form attached, and to execute the acceptance of the release of restrictions, on behalf of Miami-Dade County, to exercise all provisions set forth therein, and to take all actions necessary to effectuate same, provided however, that the County Mayor or County Mayor’s designee shall not execute the surface easement until after the release of restrictions has been properly executed by all parties.

Section 4. Pursuant to Resolution No. R-974-09, this Board (1) directs the County Mayor or the County Mayor’s designee to record the surface easement and the release of restrictions in the Public Records of Miami-Dade County, Florida, and to provide a recorded copy of the instrument to the Clerk of the Board within 30 days of recordation, and (2) directs the Clerk of the Board to attach and permanently store a recorded copy together with this Resolution.

The foregoing resolution was offered by Commissioner **Joe A. Martinez** , who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

Jose “Pepe” Diaz, Chairman	aye
Oliver G. Gilbert, III, Vice-Chairman	aye
Sen. René García	aye
Sally A. Heyman	aye
Eileen Higgins	aye
Kionne L. McGhee	aye
Raquel A. Regalado	aye
Sen. Javier D. Souto	aye
Keon Hardemon	aye
Danielle Cohen Higgins	aye
Joe A. Martinez	aye
Jean Monestime	aye
Rebeca Sosa	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of March, 2021. 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

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

Abbie Schwaderer-Raurell

ATTACHMENT 1 TO RESOLUTION

Miami-Dade County
Internal Services Department
111 1st Street, 21st Floor
Miami, FL 33128

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

EASEMENT

THIS EASEMENT ("Easement") is made and entered as of _____, 2020 ("Effective Date"), by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, whose address is 111 N. W. 1st Street, Miami, Florida 33128, as grantor, ("Grantor"), and **BULL MOTORS LLC**, a Delaware limited liability company, whose mailing address is c/o AutoNation, 200 SW 1st Avenue, 14th Floor, For Lauderdale, Florida 33301, Attention: Real Estate Counsel, as grantee, ("Grantee").

RECITALS:

WHEREAS, the Grantor has certain legal rights, title and interest in the portion of County canal right-of-way legally described and as depicted in **Exhibit "A"** which is attached hereto and by this reference incorporated herein (the "Easement Area" or the "Canal Property"); and

WHEREAS, as part of those rights, Grantor has a subsurface pipe/culvert within the Canal Property for canal and levee purposes, including stormwater management, and other public purposes and use as a public canal (the "Culvert" or "Subsurface Pipe/Culvert"); and

WHEREAS, Grantee is the owner of fee simple title to that certain real property legally described and as depicted in **Exhibit "B"** which is attached hereto and by this reference incorporated herein (the "Grantee Property" or "Owner Property") to which this Easement shall be appurtenant; and

WHEREAS, although at all times the Culvert has been consistently maintained and operated, Grantee or its predecessor has previously constructed and maintains certain improvements on the surface of the Canal Property, including private driveways, a parking lot, and landscaping, described more particularly in **Exhibit "C"** (collectively the "Dealership Improvements"); and

WHEREAS, Grantor desires to grant Grantee an easement for the purposes of (a) maintaining, operating, repairing and replacing the Dealership Improvements, (b) allowing safe and reasonable access between the Owner Property and 57th Avenue, (c) parking and

displaying cars on the parking lot; and (d) accommodating users of the Dealership Improvements, including the patrons of Grantee; and

WHEREAS, Grantee's proposed uses will not impair the use of the Canal Property for canal, stormwater management, and levee purposes, or impede the canal, stormwater management, and levee purposes of the Canal Property,

NOW, THEREFORE, in consideration of the sum of \$625,576.00, including \$37,500.00 paid in hand this date, the obligation to pay additional payments totaling \$588,076.00 as set forth herein, and other valuable consideration paid and received, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to Grantee an easement in the Canal Property for the a) maintaining, operating, repairing and replacing the Dealership Improvements, (b) allowing safe and reasonable access between the Owner Property and 57th Avenue, (c) parking and displaying cars on the parking lot; and (d) accommodating users of the Dealership Improvements, including the patrons of Grantee (the "Easement") under the following terms and conditions.

Section 1. Recitals. The above recitals are true and correct, and are incorporated herein by reference.

Section 2. Easement. This Easement shall exist for the benefit of the Owner Property and shall be appurtenant thereto. Grantor retains all rights with respect to canal, stormwater management, levee, and any other public purposes in the Canal Property along with all additional rights arising from and consistent with the Release of Restriction described in Section 23 (the "Release of Restriction") that was executed contemporaneously herewith, and as further set forth herein, along with all rights which are not inconsistent with the Easement granted herein.

Section 3. Term. The Easement shall commence upon the recordation of this document by the Grantor (the "Commencement Date") and shall remain effective for a term of fifteen years, unless terminated as provided herein and unless extended pursuant to Section 13 below.

Section 4. Consideration. As consideration for the rights granted by Grantor to Grantee herein, Grantor and Grantee have agreed that Grantee shall pay to Grantor the sum of \$625,576.00 in cash or cash equivalent U.S. Dollars (USD), such payment to be made in annual installments for the entirety of the Term defined herein, the first payment to be made prior to the Commencement Date of this Easement, and fourteen (14) subsequent annual payments to be made in accordance with the following schedule:

Annual Payment Number	Annual Payment Amount (USD)	Consideration Due Date
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		Initial Consideration Prior to Commencement Date of Easement
1	\$ 37,500.00	
2	\$ 38,060.00	1/31/2021
3	\$ 38,633.00	1/31/2022
4	\$ 39,213.00	1/31/2023
5	\$ 39,801.00	1/31/2024
6	\$ 40,398.00	1/31/2025
7	\$ 41,004.00	1/31/2026
8	\$ 41,619.00	1/31/2027
9	\$ 42,243.00	1/31/2028
10	\$ 42,877.00	1/31/2029
11	\$ 43,520.00	1/31/2030
12	\$ 44,173.00	1/31/2031
13	\$ 44,836.00	1/31/2032
14	\$ 45,508.00	1/31/2033
15	\$ 46,191.00	1/31/2034
Total Payments	\$625,576.00	

Section 5. Use. The Grantee may use the Easement for the purposes of a) maintaining, operating, repairing, and replacing the Dealership Improvements, subject to regulatory review and approval by Miami-Dade County Division of Environmental Resources Management for a Class III permit; b) allowing safe and reasonable access between the Owner Property and 57th Avenue; c) parking and displaying motor vehicles; and d) accommodating users of the Dealership Improvements, including the patrons of Grantee. Notwithstanding anything in this Easement to the contrary, buildings and vertical improvements are expressly prohibited in the Easement Area. No use of the Easement Area or Dealership Improvements within the Easement Area, other than those set forth herein, will be permitted without the express written consent of Grantor, which shall not be arbitrarily or capriciously withheld. In no event shall Grantee's use of the Easement interfere with the Grantor's operation and use of the Canal Property, or impair or impede the canal, stormwater management, or levee uses of the Canal Property in any manner, without the express written consent of Grantor, which may be withheld or granted in Grantor's sole and absolute discretion. All work in the Easement Area, including, but not limited to, repairs of Dealership Improvements, utility pole replacements, electrical line repairs and landscaping, shall require a Class III permit from Miami-Dade County, and the Grantor retains its discretion to allow or disallow such work in the Easement Area. Furthermore, all trees or landscaping in the Easement Area shall require a Class III permit, and all existing trees and landscaping shall require an after-the-fact Class III permit in order to remain. All such Class III permits shall be revocable. The Easement shall not be

used in any manner to adversely affect the use, safety, appearance, or enjoyment of the Canal Property, as determined within the Grantor's discretion, which discretion shall not be exercised in an arbitrary or capricious manner. Grantee may not maintain or install any signage in this Easement Area unless first approved in writing by Grantor, specifically the Division of Environmental Resources Management, in the Department of Regulatory and Economic Resources Department, or its successor. In addition, any such signs must conform to the requirements, restrictions and prohibitions of the Code of Miami-Dade County, all of which shall be determined in the lawful discretion of the Regulatory and Economic Resources Department (or its equivalent department with jurisdiction over signage at the time of the request). If any signs are permitted, the footings of the signs cannot interfere with the Culvert or the canal, stormwater management, or levee uses of the Grantor. In any event, Grantee is not permitted to maintain or install any signage in the Easement Area which is visible to the public traveling along 57th Avenue, except that Grantee may maintain any lawfully existing signs and place temporary signs which do not require excavation or installation of subsurface footers, as may be permitted by Code. At all times, excepting emergencies or temporary closures for repairs or replacements, connectivity for pedestrians traveling between the Owner Property and 57th Avenue must be provided within the private driveways. Throughout the term of this Easement, Grantee shall be liable to the Grantor for the maintenance and other obligations set forth herein, and Grantee and its successors and assigns will not alienate the Canal Property from the Owner Property or otherwise interfere with the connectivity between the Owner Property and 57th Avenue.

Section 6. Grantor's Retained Right of Entry and Use; Grantee's Right to Restore

a. Grantor shall have the right to enter the Canal Property and to perform any and all work to use the Canal Property as a public canal, for canal and levee purposes, and for all purposes incidental thereto. Grantor retains the right to undertake any and all activities within the Canal Property it deems appropriate, in its sole and absolute discretion, to maintain, repair, or replace the Culvert, even where such activities disrupt or are inconsistent with Grantee's use of the Canal Property and including (but not limited to) the Grantor's right to modify, remove, or demolish any Dealership Improvements. Under no circumstance shall Grantee be entitled to compensation or payment from Grantor related to any Dealership Improvements or any modification, removal, or demolition thereof, including but not limited to any cost or value of the Dealership Improvements constructed, including the parking lot and private driveways, value of easement, reimbursement of monies paid hereunder, and/or for any damages, injuries or claim for whatever kind or nature. Notwithstanding anything stated in this Easement to the contrary, Grantor also retains the right to enter the Canal Property at will, without notice to Grantee, to access the public canal immediately adjacent to the north of the Owner Property, and Grantee is prohibited from blocking or impeding Grantor's access for heavy equipment through the Canal Property between 57th Avenue and said canal immediately adjacent to the north and its associated canal maintenance easement.

b. Except for cases of emergency, for access to the public canal immediately adjacent to the north of the Owner Property, or for any work or use by Grantor which does not require Grantee to move its vehicles or Dealership Improvements, Grantor shall provide Grantee with fourteen (14) days written notice to Grantee prior to entering or performing work on the Canal Property. Such notice shall identify the portion of the Canal Property which the Grantor requires the Grantee to suspend Grantee's use, and the dates on which Grantor's work is expected to commence and to be completed. Upon receipt of such notice, Grantee shall remove any vehicles from the portion of the Canal Property identified in such notice, prior to the expected date of commencement. In the event that Grantor requires emergency access to the Canal Property, Grantor shall provide reasonable notice to Grantee prior to entering the Canal Property, and Grantee shall remove any vehicles from the portion of the Canal Property subject to the emergency access. Grantor shall provide Grantee with ten (10) days written notice of the completion of any work conducted in the Canal Property. Notwithstanding anything stated herein to the contrary, no notice to Grantee is required for the entrance, work, or use of Canal Property by Grantor under subsection 5.a. above which does not require Grantee to move its vehicles or Dealership Improvements.

c. Upon the completion of any work conducted by Grantor, Grantee shall have the right at its sole expense to restore or cause to be restored any Dealership Improvements within the Canal Property, to the extent that the County determines, without acting arbitrarily or capriciously, that such Dealership Improvements do not interfere with the Grantor's use of the Canal Property as a public canal, for canal and levee purposes, and all purposes incidental thereto, or impair or impede the use of the Canal Property as a public canal, for canal and levee purposes and all purposes incidental thereto. Grantee acknowledges that the Grantor has regulatory authority over the construction of physical improvements within Miami-Dade County, and that this provision does not constitute a permit or waive any requirements to obtain any regulatory approvals that may be necessary to authorize the construction, reconstruction, or repair of such Dealership Improvements.

Section 7. Termination. Should a) the Easement be separated permanently or legally in any manner from the Owner Property to which the Easement appertains; or b) if Grantee fails to timely pay the amounts set forth in Section 4 herein; or c) if Grantee fails to correct a violation of the terms of this Easement within a reasonable time after written notice of noncompliance has been provided (not to exceed 30 days); or d) should the Owner Property that is currently used as a car dealership, cease to be used primarily as a car dealership (including accessory uses thereto); or (e) in the event of any violation of the terms or representations set forth in the Release of Restriction, then if Grantee fails to remedy the applicable item (a) – (e) to Grantor's satisfaction within thirty days following written notice of noncompliance by the Grantor, all rights hereby granted to Grantee shall terminate. In the event of termination, Grantee shall forthwith, at its own cost and expense and in a manner reasonably satisfactory to the Grantor, remove all property including automobiles on site and Dealership Improvements. In the event that

Grantee fails or refuses to promptly remove the property and Dealership Improvements (as evidenced by commencement of such removal within sixty (60) days of written notice), then the Grantor may, at its option, remove or cause to be removed such property and Dealership Improvements and Grantee will, in such event, upon bill rendered, pay to the Grantor all costs and expenses incurred by the Grantor for such removal and restoration which may include costs incurred for vehicle transport and storage. Such rights of the Grantor are in addition to, and exclusive of, any other rights set forth herein or under the law and the provisions of this section shall survive the termination of this Easement. Under no circumstance shall Grantee be entitled to compensation or payment from Grantor in the event of termination of this Easement including but not limited to for any cost, value of the Dealership Improvements constructed including the parking lot, private driveways, value of easement, reimbursement of monies paid hereunder, and/or for any damages, injuries or claim for whatever kind or nature. In the event of a condemnation action by any other entity impacting the area encumbered by this Easement, this Easement shall be reduced by the area condemned, as applicable, and Grantee shall be entitled to no compensation in such proceeding.

Section 8. Obligations.

a. Taxes - Grantee shall be responsible for all state, county, city, and local taxes that may be assessed against the Canal Property, and/or that are imposed as a result of this Easement, which arise during the term of this Easement, including the Dealership Improvements, and including real property taxes, impact fees, and special assessments, if any.

b. Repairs and Damage - Grantee shall pay for any and all repairs or damage to the Canal Property as a result of the use of the Easement and/or Grantee's use of the Canal Property. Grantee shall hold harmless Grantor for any cost, claim, damage, injury or lien resulting from Grantee's use of the Canal Property or this Easement.

c. Hazardous Materials - Grantee holds harmless the Grantor for any costs, claims, liability, or injury due to any hazardous materials found in or about the Canal Property, except to the extent any such hazardous materials are either caused by the Grantor or found inside the Culvert and not caused by the Grantee. In the event that such hazardous materials are found, the burden of proving that such hazardous materials were caused by the Grantor or not caused by the Grantee shall be upon the Grantee. Grantor reserves the right to test the Easement Area at its own expense for hazardous materials at any time, upon written notice to Grantee. The term "hazardous materials" shall mean any hazardous or toxic substances, material, waste, solid waste, or debris of any kind as defined by the Environmental Protection Agency as well as any federal, state, or local laws. Grantee shall not permit any vehicle to carry or store flammable, explosive, or combustible liquids into or onto the Easement Area, but this shall not prohibit the intended use of this Easement Area for parking, driveways and display of vehicles.

d. Maintenance – Except as specifically set forth otherwise in this Easement, Grantee shall be responsible to maintain, repair and replace the Dealership Improvements, and to maintain and keep in a clean and safe condition the Easement Area, including but not limited to a condition free of overgrown vegetation, dirt, rubbish, graffiti, debris, abandoned vehicles, loose building materials, loose surface finishes, and obstructions. Any and all maintenance in the Easement Area will be accomplished by Grantee in a manner so as not to cause any interference with the use or operation of the canal, stormwater management, and levee uses of the Canal Property, including but not limited to the Culvert, unless prior arrangements have been made in writing between the parties; which agreement may be granted or withheld in the sole and absolute discretion of the Grantor. The Grantee shall maintain records of maintenance performed in the Easement Area, and if requested by Grantor, Grantee shall provide copies of such records of maintenance to Grantor.

e. The Grantor has the right, but not the obligation, to enter the Easement Area to inspect the use and condition of same. In the event that Grantee fails to so maintain or repair the Dealership Improvements and the Easement Area, the Grantor shall provide notice of such failure to Grantee, and if Grantee fails to cure such maintenance or repair issue within a reasonable period of time (such time frame to be determined in Grantor's discretion), then the Grantor, through its duly authorized representatives, employees, and contractors, has the right but not the obligation to perform such work, and the cost and expense thereof shall be chargeable to Grantee and shall immediately be due and payable to the Grantor upon the performance of such work and Grantee's receipt of an invoice therefor.

f. Security - Grantee is solely responsible for the personal safety of its employees, invitees, or any other person entering the Easement Area, as well as any equipment or personalty installed or brought into the Easement Area. The Grantor assumes no responsibility for the safety of such persons, equipment or personalty.

g. Utilities – All costs and expenses relating to utilities related to this Easement or the use of the Easement Area by Grantee shall be borne by and shall be the sole responsibility of Grantee.

To the extent that the Grantee has outstanding obligations, including but not limited to payment obligations, under this Section 8 which accrued prior to the termination of this Easement, the provisions of Section 8, as applicable, survive the termination of this Easement.

Section 9. Hold Harmless. Grantee shall indemnify and hold harmless the Grantor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Grantor 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 use of this Easement by Grantee or its employees, agents, servants,

partners, principals or subcontractors, or from the use of the Easement. Grantee expressly understands and agrees that any insurance protection required by this Easement or otherwise provided by Grantee shall in no way limit the responsibility hold and save harmless the Grantor or its officers, employees, agents and instrumentalities as herein provided. It is understood that Grantor assumes no responsibility for the personal safety of any persons, equipment, or personal property brought into or installed upon the Easement Area, including any loss, theft, damage, or injury. Grantee shall promptly notify the Grantor of any loss, damage, injury or death arising out of or in connection with the Easement or occurring on the Easement Area. This obligation and the terms of this section survive the termination of this Easement.

Section 10. Subsurface Pipe/Culvert. Grantee further acknowledges that there is a Subsurface Pipe/Culvert within the Easement Area, and Grantee shall indemnify Grantor from any liability, losses or damages, including attorneys' fees and costs of defense, related to any claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the Subsurface Pipe/Culvert. Grantee further releases any claims now or in the future that it may have related to the Subsurface Pipe/Culvert. These provisions are in addition to all other indemnification provisions provided herein. The obligations and terms of this section survive the termination of this Easement.

Section 11. Insurance. Grantee shall, at its expense, secure and maintain certain insurance at all times during the term of this Easement, and Grantee shall furnish to the Grantor at Risk Management Insurance, Internal Services Department, Suite 2340, 111 NW 1st Street, Miami, FL 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

a. Worker's Compensation Insurance for all employees of the Grantee 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 in conjunction with this Easement in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's

Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Miami-Dade County Risk Management Division.

or

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.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Grantee of liability and obligation under this Section or under any other Section of this Easement.

Section 12. Grantee's Right to Transfer. This Easement granted herein may only be conveyed as an easement appurtenant to the Owner Property and shall not be subdivided or sold separately from the Owner Property. Any permitted sale, assignment or transfer of Grantee's interest in this Easement shall be made expressly subject to the terms, covenants and conditions of this Easement, and such transferee shall expressly assume all of the obligations of Grantee under this Easement, and agree to be subject to all conditions and restrictions to which Grantee is subject. In the event of a proposed transfer of Grantee's interests in this Easement, or any part thereof, Grantee shall deliver written notice to Grantor of such proposed transfer, together with a copy of the transfer agreement (if applicable). Grantee, its successors, assigns, or transferees, shall be prohibited from transferring this Easement, or any right or obligation thereunder, to a party that is on the Miami-Dade County Delinquent Vendor List or Disbarment List, or its then equivalent. Upon the transfer by Grantee of all of its obligations under this Easement and after approval by the Mayor or his designee, on behalf of the Grantor, Grantee shall be released from future obligations which may occur during the unexpired term of this Easement. However, nothing in this Easement shall abrogate Grantee's obligation to pay any sums due to the Grantor which accrued prior to the effective date of such transfer, or obligations or liabilities occurring prior to the date of transfer, and the Grantor shall always have the right to enforce collection of such sums due and to enforce obligations from Grantee which accrued prior to the transfer and in accordance with the terms of this Easement unless written consent is obtained from the Grantor.

Section 13. Option to Extend. Subject to the other provisions hereof, this Easement can be extended for additional 10-year periods with the express written consent of both Grantor and Grantee. The consideration for any such extension shall be based upon

the then-market value and market rent (the Value Estimates) of the Easement Estate based on highest and best use of the underlying property, to be established through two (2) appraisals prepared by State Certified General Real Estate Appraisers. If the Value Estimates provided in the two (2) appraisals are equal to or less than twenty (20) percent apart, then the consideration for the extension shall equal the mathematical average of the two (2) Value Estimates applicable to the payment structure selected by the Grantor and Grantee (lump sum, or annual installments based upon a base year market rent). If the Value Estimates are greater than twenty (20) percent apart, the County shall engage a State Certified General Real Estate Appraiser to a) prepare a review of the two appraisals, b) request corrections of any errors and deficiencies by the appraisers, and c) as necessary, reconcile the appraisals to provide a final estimate of market value and market rent which will serve as the consideration to be paid for such extension.

If the Grantee elects to pay the consideration for such extension in annual installments, the first market rent payment shall be made on the effective date of the extension agreement, followed by annual payments to be increased at a rate of one and one-half (1.5) percent per annum. If there is a lapse in time during which Grantee continues to use the Easement property, but remuneration is not received by the County for such use, then the Market Value of the payments or sums lapsed shall be calculated in the appraisals and included with the consideration to be paid for the extension. Notwithstanding the above, such extension of the Easement shall also be subject to all then-applicable County requirements.

Section 14. Representations and Warranties. Grantee hereby represents and warrants to the Grantor that it has full power and authority to enter into this Easement and perform in accordance with its terms and provisions and that the parties signing this Easement on behalf of Grantee have the authority to bind Grantee and to enter into this transaction and Grantee has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Easement. Grantor hereby represents and warrants to the Grantee that it has full power and authority to enter into this Easement and perform in accordance with its terms and provisions and that the parties signing this Easement on behalf of Grantor have the authority to bind Grantor and to enter into this transaction and Grantor has taken all requisite action and steps to legally authorize it to execute, deliver and perform pursuant to this Easement. Grantor neither warrants title to the property conveyed herein nor guarantees the suitability of the property conveyed for a particular use, nor makes any representations regarding the condition of the Subsurface Pipe/Culvert.

Section 15. Binding Effect/Rights of Occupants. All terms and provisions of this Easement are binding upon the parties hereto and their respective permitted successors and assigns. Further, all terms and provisions of this Easement and all rights, privileges, benefits and burdens created hereunder are covenants running with the lands described herein, binding upon and inuring to the benefit of the parties hereto, their respective heirs, successors, successors-in-title, legal representatives and assigns.

Section 16. Governing Law/Venue. This Easement shall be governed by and construed under the laws of the State of Florida. Venue for any action arising out of this Easement shall be Miami-Dade County, Florida.

Section 17. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are received at the addressee's address set forth below, whether same are personally delivered, mailed by United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, delivered by Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Grantor: Miami-Dade County
Department of Regulatory and Economic Resources
Division of Environmental Resources Management
Overtown Transit Village
701 NW 1st Court, Suite 600
Miami, Florida 33136
Attn: Director, Division of Environmental Resources
Management

and

Miami-Dade County
Internal Services Department
111 NW 1st Street, 21st Floor
Miami, FL 33128
Attn: Internal Services Department Director

To Grantee: Bull Motors LLC
c/o AutoNation
200 SW 1st Avenue, 14th Floor
Ft. Lauderdale, Florida 33301
Attn: Corporate Real Estate Services Vice President

With a copy to: AutoNation
200 SW 1st Avenue, 14th Floor
Ft. Lauderdale, Florida 33301
Attn: Real Estate Counsel

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. Should the Easement be sold or transferred, on the date of the closing, Grantee shall identify the party and address to whom such notice shall be provided in the future, and shall record same in the public records.

Section 18. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver of the breach of any provision of this Easement shall be construed as a waiver of any preceding or succeeding breach of the same or any other provision of this Easement.

Section 19. Recording. This Easement shall be recorded by Grantor among the Public Records of Miami-Dade County, Florida, at the sole cost of Grantee.

Section 20. Consents. Whenever in this Easement the consent or approval of the Grantor is required (with the exception of right to transfer under Section 12 herein and extensions under Section 13 herein), such consent or approval, shall be made (so long as the Grantor is Miami- Dade County) by the County Mayor or its designee on behalf of the Grantor and: (a) shall not be effective unless it is in writing; and (b) shall apply only to the specific act or transaction so approved or consented to and shall not relieve the Grantee of the obligation of obtaining the Grantor's prior written consent or approval to any future similar act or transaction.

Section 21. Grantor's Rights as Sovereign. It is expressly understood that, notwithstanding any provision of this Easement and Grantor's sovereign status hereunder (if applicable): (a) the Grantor retains all of its sovereign prerogatives and rights as a county under Florida laws and shall not be estopped from withholding or refusing to issue any approvals of and applications for building, zoning, planning or development under present or future laws and regulations of whatever nature applicable to the design, construction and development of the Dealership Improvements provided for herein, and (b) the Grantor is not obligated to grant any applications for building, zoning, planning or development under present or future laws and regulations of whatever nature.

Section 22. Severability. If any provision of this Easement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, then the remainder of this Easement shall remain in full force and effect, and the application of such provision to any other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law or in equity.

Section 23. Release of Canal Restriction. Simultaneous with its execution of this Easement, Grantee, as the successor of the grantee under the Canal Deed, is executing a Release of Restriction in favor of Grantor from the public canal use restriction contained in that certain Right-of-Way Deed to Dade County recorded in Official Records Book 3944, Page 189, of the Public Records of Miami-Dade County, Florida, in the form contained in **Exhibit "D"** which is attached hereto and by this reference incorporated herein. The Release shall be recorded by Grantor among the Public Records of Miami-Dade County, Florida, at the sole cost of Grantee, immediately prior to the recordation of this Easement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

GRANTOR

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

ATTEST:

By: _____
Clerk of Court

By: _____
Name: _____
As its: County Mayor or Mayor's Designee
Date: _____

Approved as to form and legal sufficiency

Print Name: _____

[Signatures continued on Next Page]

WITNESSETH:

GRANTEE

BULL MOTORS LLC, a Delaware
limited liability company

[Signature]
Witness

CHARLENE J. WILLIAMSON
Print Name:

[Signature]
Witness

Sudeth Pugnau
Print Name

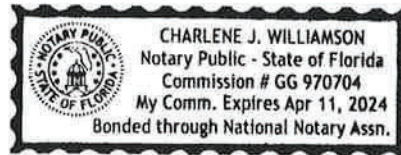
By: [Signature]
Name: Charles W. Sabadash III
Title: Authorized Agent

HB

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 20TH day of AUGUST, 2020, by CHARLES W. SABADASH III, who is personally known to me or and has/has not produced _____ as identification and did/did not take an oath.

[Signature]
Notary Public



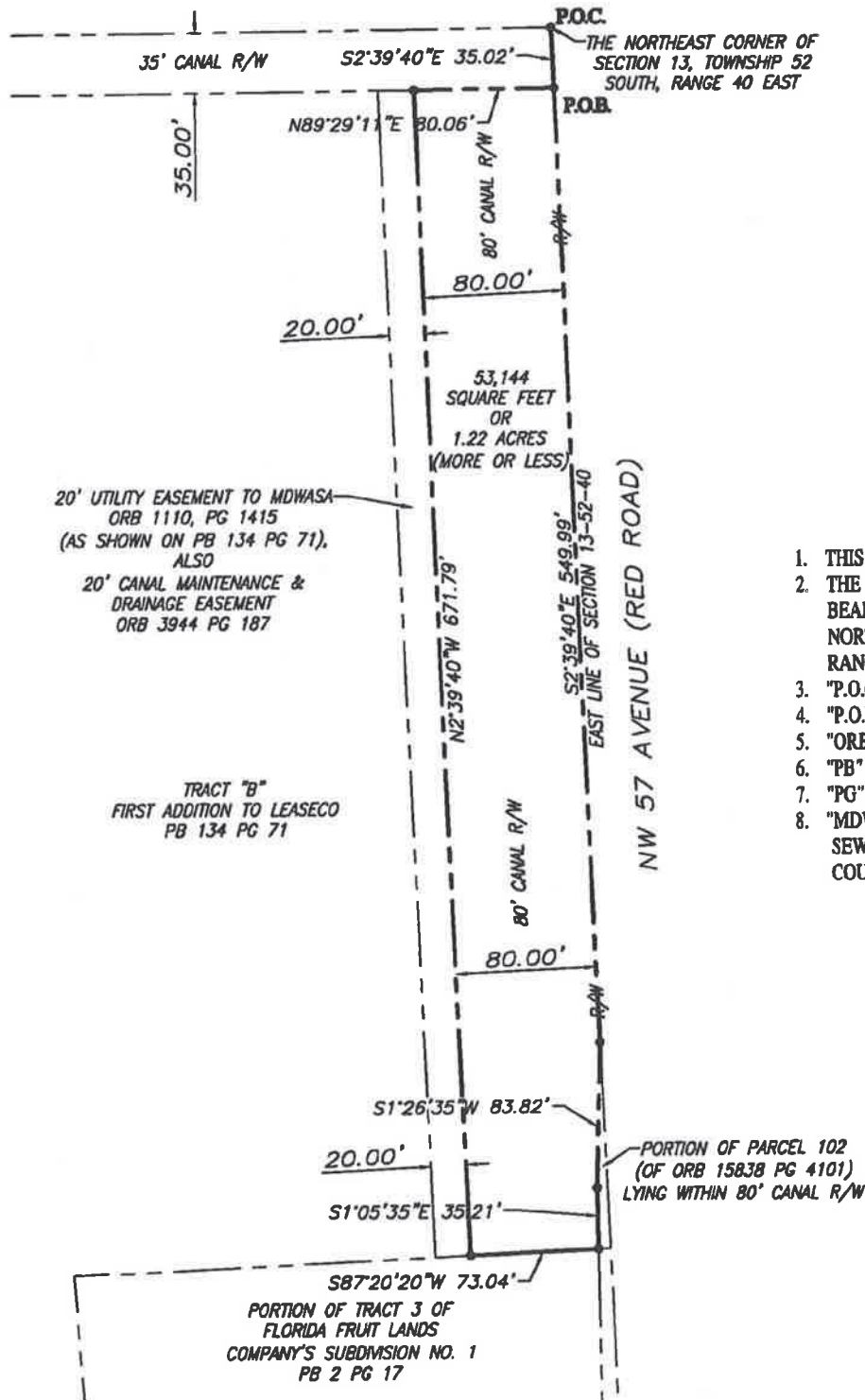
CHARLENE J. WILLIAMSON
print name

GG970704
Serial Number

The foregoing was accepted and approved on the _____ day of _____, 2020, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida, a political subdivision of the State of Florida.

EXHIBIT "A"
BULL MOTORS LLC
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

1" = 100'



NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE BEARING OF S 02° 39' 40" E FOR THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 52 SOUTH, RANGE 40 EAST.
3. "P.O.C." DENOTES "POINT OF COMMENCEMENT".
4. "P.O.B." DENOTES "POINT OF BEGINNING".
5. "ORB" DENOTES "OFFICIAL RECORD BOOK".
6. "PB" DENOTES "PLAT BOOK".
7. "PG" DENOTES "PAGE".
8. "MDWASA" DENOTES "MIAMI-DADE COUNTY WATER AND SEWER AUTHORITY" (NOW KNOWN AS MIAMI-DADE COUNTY WATER & SEWER DEPARTMENT).

EXHIBIT "A"
BULL MOTORS LLC
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LEGAL DESCRIPTION

A parcel of land lying in Section 13, Township 52 South, Range 40 East, in Miami-Dade County, Florida, more particularly described as follows:

Commence at the Northeast corner of said Section 13, said corner being the Point of Commencement for this description; thence along the East line of the Northeast 1/4 of said Section 13, said line also being the Westerly right-of-way line of Northwest 57th Avenue, also known as Red Road, S 02°39'40" E for a distance of 35.02 feet, to a point, said point being the Point of Beginning for this parcel; thence continue along said East line of the Northeast 1/4 of said Section 13, S 02°39'40" E for a distance of 549.99 feet, to an angle point in the Westerly right-of-way line of said Northwest 57th Avenue, per F.D.O.T. Right-of-Way Maps, State Road No. 823 (Red Road/NW 57th Ave) Miami-Dade County, Section 87002, Sheet 19 of 35, as shown on Road Map Book 153, Page 48 of Miami-Dade County Public Records; thence along the said Westerly right-of-way line of Northwest 57th Avenue the following 2 courses: S 01°26'35" W for a distance of 83.82 feet; and thence S 01°05'35" E for a distance of 35.21 feet, to a point at the intersection of said Westerly right-of-way line of Northwest 57th Avenue with the extended Southeasterly line of Tract "B", as delineated on The First Addition To Leaseco Plat, found in Plat Book 134, Page 71 of the Miami-Dade County Public Records; thence, along said line, S 87°20'20" W for a distance of 73.04 feet, to a point at the intersection with the Easterly line of a 20 foot-wide Miami-Dade County Water & Sewer utility easement, said easement also being a 20 foot-wide canal maintenance and drainage easement, both being shown on the aforementioned plat; thence along the Easterly line of said easements, said line being 80 feet West of and parallel to the aforementioned East line of the Northeast 1/4 of said Section 13, N 02°39'40" W for a distance of 671.79 feet, to a point in the North line of the aforementioned Tract "B", said North line also being the South line of a 35 foot-wide canal right-of-way, as shown on the aforementioned plat; thence along the said South line of the 35 foot-wide canal right-of-way, N 89°29'11"E for a distance of 80.06 feet, to the Point of Beginning of this parcel.

Containing a total of 53,144 square feet, or 1.22 acres of land, more or less.



SCOTT A. RIGGS, PSM
Florida License #6160

MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite # 1610
Miami, Florida 33128 (305) 375-2657
Date: 09-05-2019

This Description and the accompanying sketch are not valid without the signature and raised seal of a Florida Licensed Surveyor and Mapper. This description and the accompanying Sketch are not valid one without the other.

Exhibit "B"

Grantee Property / Owner Property

Tract B of First Addition to Leaseco, according to the plat thereof recorded in Plat Book 134, Page 71, of the Public Records of Miami-Dade County, Florida

EXHIBIT C

The following shall be deemed "Improvements" for the purpose of this Easement:

Red CWS III

1. Private driveways (two driveway accesses to Bird Road)
2. Parking lot
3. Subsurface pipe/culvert
4. Vehicles
5. Surface Parking Spaces
6. Vehicular display ramps (moveable)
7. Light Poles
8. Underground electrical wiring and electrical outlets
9. Landscaping
10. Irrigation and sprinklers
11. Traffic control signs (moveable), such as stop signs or parking signs
12. Speed bumps
13. Asphalt
14. Curbing
15. Gates (car and pedestrian)
16. Fences (chain link and bollards with single chain)
17. Temporary flag style signs
18. Directional signage (moveable)
19. Sidewalk (future)
20. Pedestrian access

EXHIBIT D

This instrument was prepared by:

Name: Gavin Williams, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

(Space Reserved for Clerk of Court)

RELEASE OF RESTRICTION

This RELEASE OF RESTRICTION is made this ____ day of _____, 20____, by BULL MOTORS, LLC, a Florida limited liability company, whose address is 16800 NW 57th Avenue, Miami, Florida 33015 (the “Owner”).

WHEREAS, Freeman Hales and Elizabeth J. Hales (together, the “Hales”) conveyed certain real property (the “Canal Property”) described in that certain Right-of-Way Deed to Dade County Conveys the Title for Special Warranty Deed, recorded in Official Records Book 3944, Page 189, of the Public Records of Miami-Dade County, Florida (the “Deed”) to Miami-Dade County, Florida (the “County”); and

WHEREAS, the Deed contained a restriction in favor of the Owner that the County was required to utilize the Canal Property “as a public canal and for all purposes incidental thereto” (the “Use Restrictions”); and

WHEREAS, the Owner is the successor to the Hales’ interest in the Use Restrictions; and

WHEREAS, the Owner warrants and represents that it is the fee simple owner of the Canal Property, or owns any remainder rights or rights to enforce the Use Restrictions, and that the Owner has full authority to execute this Release of Restriction; and

WHEREAS, County and Owner desire to terminate, release, cancel and rescind the Use Restrictions,

NOW, THEREFORE, the foregoing recitals are incorporated and for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner does hereby forever terminate, release, cancel, extinguish, rescind and declare of no further

legal effect, the Use Restrictions and hereby directs the Clerk of Circuit Court of Miami-Dade County, Florida to note the same in the Public Records of Miami-Dade County, Florida. Owner further agrees that it shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including 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 this Release. 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Owner expressly understands and agrees that any insurance protection shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the date first above written.

OWNER:

BULL MOTORS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of Bull Motors, LLC, a Florida limited liability company, on behalf of said limited liability company, for the purposes stated herein. He/She is personally known to me or has produced _____ as identification.

Notary Public - State of Florida
My Commission Expires: _____

ATTACHMENT 2 TO RESOLUTION

This instrument was prepared by:

Name: Gavin Williams, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue, Suite 3300
Miami, Florida 33131

(Space Reserved for Clerk of Court)

RELEASE OF RESTRICTION

This RELEASE OF RESTRICTION is made this ____ day of _____, 20____, by BULL MOTORS, LLC, a Florida limited liability company, whose address is 16800 NW 57th Avenue, Miami, Florida 33015 (the “Owner”).

WHEREAS, Freeman Hales and Elizabeth J. Hales (together, the “Hales”) conveyed certain real property (the “Canal Property”) described in that certain Right-of-Way Deed to Dade County Conveys the Title for Special Warranty Deed, recorded in Official Records Book 3944, Page 189, of the Public Records of Miami-Dade County, Florida (the “Deed”) to Miami-Dade County, Florida (the “County”); and

WHEREAS, the Deed contained a restriction in favor of the Owner that the County was required to utilize the Canal Property “as a public canal and for all purposes incidental thereto” (the “Use Restrictions”); and

WHEREAS, the Owner is the successor to the Hales’ interest in the Use Restrictions; and

WHEREAS, the Owner warrants and represents that it is the fee simple owner of the Canal Property, or owns any remainder rights or rights to enforce the Use Restrictions, and that the Owner has full authority to execute this Release of Restriction; and

WHEREAS, County and Owner desire to terminate, release, cancel and rescind the Use Restrictions,

NOW, THEREFORE, the foregoing recitals are incorporated and for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner does hereby forever terminate, release, cancel, extinguish, rescind and declare of no further legal effect, the Use Restrictions and hereby directs the Clerk of Circuit Court of Miami-Dade County, Florida to note the same in the Public Records of Miami-Dade County, Florida.

Owner further agrees that it shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including 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 this Release. 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Owner expressly understands and agrees that any insurance protection shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

