

MEMORANDUM

Agenda Item No. 8(H)(1)

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

DATE: September 1, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving execution
of a license agreement and
ratifying a Special Permit
between Miami-Dade County
and the Miami-Dade Expressway
Authority pursuant to section 2-9
and 2-10 of the Code of Miami-
Dade County, Florida for the
development of a linear park
within Folio 30-3952-000-0064,
owned by the Miami-Dade
Expressway Authority

Resolution No. R-807-22

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Chairman Jose "Pepe" Diaz.


Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: September 1, 2022

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

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving Execution of a License Agreement and Ratifying a Special Permit Between Miami-Dade County and the Miami Dade Expressway Authority for the Development of a Linear Park within Folio 30-3952-000-0064, Owned by the Miami Dade Expressway Authority

Executive Summary

The purpose of this item is to gain authorization by the Board of County Commissioners (Board) to approve the attached resolution authorizing the ratification of a Special Permit for construction of linear trail for pedestrian and bicycle use with the Miami-Dade Expressway Authority (MDX) and, execution of a License Agreement with MDX for improvement, operation, and maintenance of linear park facilities. The permit and agreement would provide for the expansion of the adjacent Miami-Dade County’s Central West Basin Linear Park onto a portion of Folio 30-3952-000-0064.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the ratification of a Special Permit for construction of linear trail for pedestrian and bicycle use with MDX and the execution of a License Agreement with MDX for improvement, operation, and maintenance of linear park facilities.

Scope

The subject property is located at NW 12 Street and 136 Court, on a portion of Folio 30-3952-000-0064, owned by MDX. The site is located north of and adjacent to Central West Basin Linear Park. This property is located within County Commission District 12, represented by Board Chairman Jose “Pepe” Diaz.

Fiscal Impact/Funding Source

There is no fiscal impact to the County with respect to the ratification of the Special Permit and the approval and execution of the License Agreement with MDX. The estimated cost for the County to construct the linear park on MDX’s property is \$156,400. Other costs include a \$1.00 per year license fee to MDX and estimated \$15,000 in annual maintenance costs. The project is funded by park impact fees.

Track Record/Monitor

Natalia Neira, Park Planner III of the Miami-Dade County Parks, Recreation and Open Spaces Department (PROS) will track and monitor the Special Permit and License Agreement.

Delegated Authority

The County Mayor or County Mayor’s designee shall have the authority to execute the License Agreement and exercise all rights therein including termination.

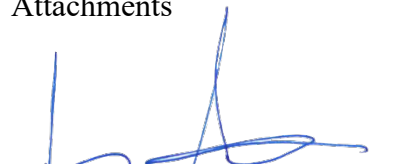
Background

The County entered into a license agreement with Florida Power & Light (FPL) pursuant to resolution R-709-17 approved on July 6, 2017 for the purposes of the County’s development of a linear park on FPL’s property, along SW/NW 136 Court, from SW 6 Street to the NW 1100 block. This facility has been developed by the Parks, Recreation and Open Spaces Department (PROS) as the Central West Basin Linear Park.

An MDX Special Permit (Exhibit C of Attachment A) for construction of linear trail facilities was executed on July 1, 2021. The Special Permit authorizes PROS to construct linear park improvements on 2.27 acres of the subject property, including an asphalt path, signage, access control for the expansion of the linear park for bicycle, and pedestrian use. This Special Permit is valid for from July 1, 2021 to June 29, 2022.

The License Agreement with MDX (Attachment A) will provide for PROS to improve, maintain, and operate the portion of the folio as part of the Central West Basin Linear Park. Attachment B shows where the bike trail fits into the full greenway network and bike trail map of the county. The park is to be improved with a walking path, landscaping, lighting, and park furniture. The License Agreement is for a term of 25 years to begin before the end of the Special Permit end date of June 29, 2022. The license agreement with MDX intends to be consistent with the existing license agreement with FPL and end in 2047. By executing the license agreement with MDX, the County will be authorized to extend, operate, and maintain the linear park from NW 11 Street to NW 12 Street, increasing the accessibility and connectivity of the linear park for area residents.

Attachments


Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

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

DATE: September 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(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(H)(1)
9-1-22

RESOLUTION NO. _____ R-807-22

RESOLUTION APPROVING EXECUTION OF A LICENSE AGREEMENT AND RATIFYING A SPECIAL PERMIT BETWEEN MIAMI-DADE COUNTY AND THE MIAMI-DADE EXPRESSWAY AUTHORITY PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA FOR THE DEVELOPMENT OF A LINEAR PARK WITHIN FOLIO 30-3952-000-0064, OWNED BY THE MIAMI-DADE EXPRESSWAY AUTHORITY

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

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

Section 1. Incorporates and approves the foregoing recital as if fully set forth herein.

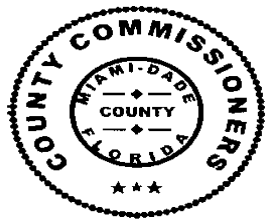
Section 2. In accordance with sections 2-9 and 2-10 of the County Code, approves and authorizes the County Mayor or County Mayor's designee to, in substantially the form attached hereto as Exhibit C to Attachment A, ratify the Special Permit between the County and the Miami-Dade Expressway Authority ("MDX") for the development and use of property owned by MDX, located along Northwest 136 Court, south of NW 12 Street, as a recreational trail.

Section 3. Approves and authorizes the County Mayor or County Mayor's designee to, in substantially the form attached hereto as Attachment A, approve and execute the License Agreement between the County and MDX for the County to develop, operate, and maintain the proposed park expansion, with an estimated fiscal impact of \$156,400.00 in development costs and \$15,000.00 in operational costs and fees during the 25-year term of the license agreement, and to exercise all rights therein including termination.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**,
 who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa**
 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	absent	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	absent
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2022. 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

Basia Pruna

By: _____
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

mjs

Melanie J. Spencer

ATTACHMENT A

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is made this ____ day of _____, 2022 ("**Effective Date**") by and between Miami Dade Expressway Authority, an Independent Special District ("**Licensor**"), whose mailing address is 3790 NW 21st, Miami, FL, 33142 and Miami-Dade County, a Political Subdivision of the State of Florida ("**Licensee**"), whose mailing address is 111 Northwest 1st Street, 29th Floor, Miami, Florida 33128.

WITNESSETH

WHEREAS, Licensor is the owner in fee simple of that certain real property located in Miami-Dade County, Florida, more as described on **Exhibit A** attached hereto and incorporated herein by this reference ("**Licensed Premises**"); and

WHEREAS, the Licensee intends to spend approximately one hundred fifty six thousand three hundred eighty five dollars (\$156,385) ("**Cost of Improvements**") to develop a linear park on the Licensed Premises; and

WHEREAS, Licensee desires to occupy and use the Licensed Premises as stated herein and Licensor desires to allow such occupancy and use of the Licensed Premises upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual benefits, covenants, agreements and promises contained in this License, the License Fee hereafter set forth and described, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows

TERMS, CONDITIONS, AND PROVISIONS

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference.
2. **Use.** Licensor hereby grants to Licensee and Licensee hereby accepts from Licensor, a non-exclusive license to occupy and use the Licensed Premises solely for a publicly accessible park including continuous bike paths and walkways, and minor landscaping (and all associated and necessary lighting for the bike paths and walkways) as more particularly shown and described on attached **Exhibit B**, but not for any other purpose whatsoever, upon the terms and conditions set forth in this License. Licensee shall obtain at its sole cost and expense, all applicable federal, state, and local permits required in connection with Licensee's allowed use of the Licensed Premises and provide copies of each such permit to Licensor. The use of the Licensed Premises by Licensee shall be solely for the purposes approved by Licensor in accordance with a Special Permit executed on August 10, 2021 where Licensor authorizes Licensee to construct park improvements attached hereto as **Exhibit C**.
3. **Term.** This License is for a term of twenty-five (25) years commencing on _____, 2022 and ending on _____, 2047 ("**Term**"), unless earlier terminated as provided by this License. License term shall be extended with two additional ten (10) year terms, upon Licensee's request and Licensor's written approval, which shall not be unreasonably withheld.
4. **License Fee.** During the Term, Licensee shall pay Licensor the sum of One and No/100 Dollars (\$1.00) per year ("**License Fee**"), in lawful currency of the United States of America in the form of a regular bank check, cashier's check or money order. The License Fee shall not increase over the term of this agreement.
5. **Licensor's Rights.** Licensee agrees to never claim any interest or estate of any kind or extent whatsoever to or in the Licensed Premises by virtue of this License or the occupancy or use hereunder. Licensee's use of the Licensed Premises shall always be subordinate to Licensor's rights to and in the Licensed Premises. Licensor hereby reserves the right to enter upon the Licensed Premises at any time and for any purposes and Licensee shall notify its employees, agents, contractors, subcontractors, licensees, and invitees accordingly. Licensor, its employees and contractors are not and shall not be responsible or liable for any injury, damage or loss to Licensee resulting from Licensor's use and/or Licensee's use of the Licensed Premises. Licensor shall notify Licensee upon the installation and/or permit to others to install facilities upon, over and/or under the surface of the Licensed Premises at any time and from time to time during the Term.

6. Conditions and Restrictions on Use.

(a) Licensee shall, at its sole cost and expense, comply with all laws, rules, and regulations of all governmental authorities having jurisdiction over the Licensed Premises or use of the Licensed Premises. Except as otherwise described on **Exhibit A**, Licensee shall not within the Licensed Premises, construct or erect any permanent or temporary building, structure, fixture, fence, shelter, attachment or improvement without the prior written consent of Licensors. All work to be performed by Licensee upon the Licensed Premises shall be in accordance with detailed plans and specifications to be prepared by Licensee and submitted to Licensors for Licensors's prior written approval thereof, which approval shall not be unreasonably withheld. Licensee shall not commence any work on the Licensed Premises unless and until such plans and specifications have been approved in writing by Licensors. Licensee shall pay directly on its own behalf for all costs and expenses associated with the construction and maintenance of all improvements and facilities that it constructs, operates and maintains upon the Licensed Premises. All fences, gates, metallic structures and objects, lighting systems, and irrigation systems installed by Licensee shall be electrically grounded. Licensee shall pay for all maintenance costs for the Licensed Premises and utility costs and other services furnished to or for Licensee upon the Licensed Premises. Licensee shall remove trash, rodents, insects and vermin from the Licensed Premises as necessary.

(b) Licensee shall not use the Licensed Premises in any manner which, interferes with Licensors's use of the Licensed Premises or might cause a hazardous condition to exist. Licensee acknowledges that electrical equipment and appurtenances including, but not limited to, utility poles, overhead and underground wires, cables, conduits, circuits, insulators, transformers, guy wires and guy wire anchors (collectively "**FPL Facilities**"), are installed or may be installed over, upon and under the surface of the Licensed Premises by FPL and/or by others and are conductors of high-voltage electricity. Licensee understands that contact with or disturbance of any of these FPL Facilities may cause a condition hazardous to persons and/or property. Licensee shall exercise reasonable precautions to prevent injury or damage to persons and/or property that could result from contact with or disturbance of FPL Facilities. Licensee shall notify its employees, agents, contractors, subcontractors, licensees, and invitees of the existence of FPL Facilities when working in the vicinity of FPL Facilities.

(c) Licensee shall, at Licensee's sole cost and expense, have the right to install signage on and around the Licensed Premises (to the extent allowed by applicable law) for park purposes.

7. Environmental.

(a) Licensee agrees that no hazardous substance, as the term is defined in Section 101 (14) of the Comprehensive Environmental Response Compensation and Liability Act ("**CERCLA**") (42 USC Section 9601 [14]), petroleum products, liquids or flammables shall be placed upon, under, transported across, or stored upon the Licensed Premises, which restricts, impairs, interferes with, or hinders the use of the Licensed Premises by Licensors or the exercise by Licensors of any of its rights thereto.

(b) Licensee has completed a Phase I environmental assessment. After the Effective Date, Licensee may perform a Phase II environmental site assessment as per ASTM criteria to investigate the existing environmental condition of the Licensed Premises that is the subject of this License. The performance or the failure to perform an environmental site assessment does not relieve the Licensee from compliance with any other provision of this section of this License. Licensee shall maintain copies of any local, state or federal permits, licenses or other authorizations required for any and all of its activities on the Licensed Premises and present copies of such permits, licenses or other authorizations to Licensors and to any local, state and federal governmental agency official that requests to see the same.

8. Right to Cure. Licensors, at its sole discretion, may remove or cause to be removed by it or by its employees, agents, contractors, subcontractors, licensees, and invitees, any and all objects, materials, debris, or structures that could create a condition hazardous to persons or property or interfere with Licensors's use of the Licensed Premises or with Licensors Facilities, including trimming and removal of trees and other vegetation. All costs incurred and/or expended by Licensors pursuant to this section which are caused by Licensee, its employees, agents, contractors, subcontractors, licensees, and invitees, are and shall be the sole obligation of Licensee, who shall reimburse Licensors immediately upon demand when provided with a written invoice of the expenses incurred.

9. Termination. Licensors may terminate this License upon reasonable request by giving Licensee at least one hundred eighty (180) days prior written notice of such termination and in such case, Licensors shall refund to Licensee, any advance License Fee paid by Licensee to Licensors for the period of time, if any, that Licensee is unable to use the

Licensed Premises due to Licensor's early termination of the Term. Licensor may access and use the Licensed Premises as may be required for inspection, maintenance, repair, improvement and safe operation of the Licensor's facilities adjacent to or within the Licensed Premises. Notwithstanding the foregoing, it shall not be deemed a loss of site control of the Licensed Premises by Licensee hereunder in the event of MDX use of the Licensed Premises for a Safety Concern or Emergency Situation. If Licensee's improvements are damaged during the Emergency Situation and temporary suspension of the License, Licensor shall reimburse Licensee for damages.

10. Surrender. Upon expiration or earlier termination of this License, Licensee shall vacate and leave the Licensed Premises in as good a condition as existed prior to the Effective Date.

11. Indemnity. The Licensee agrees to indemnify, hold harmless, release, and defend, at its own cost and expense, the Licensor, its officials, and employees to the extent and within the limitations of Florida Statutes § 768.28, subject to the provisions of that Statute whereby the Licensee shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of two hundred thousand dollars (\$200,000.00), or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of three hundred thousand dollars (\$300,000.00), from any and all personal injury or property damage claims, liabilities, losses, and/or causes of action which arise as a result of the Licensee's performance under this Agreement. However, nothing herein shall be deemed to indemnify the Licensor from any liability or claim arising out of the negligent performance or failure of performance of the Licensor or any unrelated third party.

The Licensor agrees to indemnify, hold harmless, release, and defend, at its own cost and expense, the Licensee, its officials, and employees to the extent and within the limitations of Florida Statutes § 768.28, subject to the provisions of that Statute whereby the Licensor shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of two hundred thousand dollars (\$200,000.00), or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of three hundred thousand dollars (\$300,000.00), from any and all personal injury or property damage claims, liabilities, losses, and/or causes of action which arise as a result of the Licensor's performance under this Agreement. However, nothing herein shall be deemed to indemnify the Licensee from any liability or claim arising out of the negligent performance or failure of performance of the Licensee or any unrelated third party.

12. Insurance. Licensee shall at all times during the entire Term of this License, maintain a self-insurance program in compliance with all applicable laws, including, but not limited to Section 768.28 Florida Statutes and Licensee's occupancy and use of the Licensed Premises. In addition to the aforementioned coverage, Licensor maintains owners and contractors' protective liability insurance coverage with limits of Three Million Dollars (\$3,000,000) per occurrence for fatality, personal injury and/or property damage each, arising out of or in connection with Licensee's occupancy and use of the Licensed Premises; however, such additional coverage shall not be deemed to relinquish License from its duty and obligation.

13. No Transfer. Licensee shall not, without the prior written consent of Licensor, transfer, assign, lease, sublease, license, sublicense or in any other manner, convey this License to any entity or party not specifically named herein by Licensor as a party to this License. Licensee shall not hypothecate this License, nor enter into any license, concession agreement, mortgage, contract or other agreement which conflicts with or is contradictory to the terms and provisions of this License.

14. Holding Over. If Licensee continues to occupy and/or use the Licensed Premises, or any part thereof, after the expiration or earlier termination of this License, then no tenancy, ownership or other legal interest in the Licensed Premises to the benefit of Licensee shall result therefrom, but such holding over shall be an unlawful detainer and all parties occupying and/or using the Licensed Premises shall be subject to immediate eviction and removal, and Licensee shall upon demand pay to Licensor, as liquidated damages, a sum equal to double the rate of the License Fee as set forth above in Section 4 for and during any and all period(s) which Licensee and/or its employees, agents, contractors, subcontractors, licensees, and invitees fail to vacate the Licensed Premises after the date upon which this License becomes expired or terminated.

15. Applicable Law and Venue. This License, including each and all of its terms, conditions and provisions, is governed by and interpreted according to the laws of the State of Florida. All legal matters arising out of, or in connection with this License are and shall be subject to a court of competent jurisdiction within the State of Florida.

The parties agree that jurisdiction to adjudicate any case or controversy involving this License shall exclusively be in the state courts located in County wherein the Licensed Premises is located. If any term, condition or provision, or any part thereof, is found by a Florida court to be unlawful, void or unenforceable, then that term, condition, provision or part thereof shall be deemed severable and will not affect the validity and enforceability of any of the remaining terms, conditions and provisions of this License.

16. Time and Entire Agreement: Time is of the essence, and no extension of time shall be deemed granted unless made in writing and agreed upon by both Licensors and Licensee. This instrument constitutes the entire agreement between the parties hereto and relative to the License, and any agreement or representation which is not expressly set forth herein and covered hereby is null and void. All amendments, modifications, changes, alterations and supplements to this License must be in writing and executed by both Licensors and Licensee in order to be deemed valid and enforceable. If Licensors fail or elects to not enforce Licensee's breach of any term, condition or provision of this License, then Licensors' failure or election to not enforce Licensee's breach shall not be deemed a waiver of Licensors' right to enforce one or more subsequent breaches of the same or any other term, condition or provision of this License.

17. Notices. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, return receipt requested, or by Federal Express, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To County:	Miami-Dade County Parks, Recreation and Open Spaces 275 NW 2nd Street, 5th floor Miami, Florida 33128 Attn.: Director
To MDX:	Miami-Dade Expressway Authority Juan Toledo, P.E. Deputy Executive Director/Director of Engineering 3790 NW 21 st Miami, FL 33142

18. Recording. Neither this License, nor any memorandum or document related hereto may be recorded in any official public record.

19. Headings and Gender. All headings in this License are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this License. In construing this License, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

20. Construction. This License shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially in the negotiation and preparation of this License, and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this License or any exhibits, schedules, addendums or amendments hereto.

21. Counterparts. This License may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

22. Authority. The individuals and entities executing below represent and warrant their corporate authority to execute this License, bind the respective entities hereto, and perform their obligations hereunder.

(Signatures appear on following page.)

IN WITNESS WHEREOF, Licensors and Licensee have caused this License to be signed and executed effective as of the Effective Date.

Witnesses for Licensors:

Licensors:

Miami-Dade Expressway Authority,
an Independent Special District

Signature: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Signature: _____

Print Name: _____

Witnesses for Licensee:

Licensee:

Miami-Dade County,
a political subdivision of the State of Florida

Signature: _____

Print Name: _____

By: _____

Name: _____

Title: _____

Signature: _____

Print Name: _____

By: _____

Assistant County Attorney

(As to Form and Legal Sufficiency)

Exhibit A

Sketch and Legal Description of the Licensed Premises

EXHIBIT "A"
F.P.L. LINEAR PARK MDX AGREEMENT
LEGAL DESCRIPTION

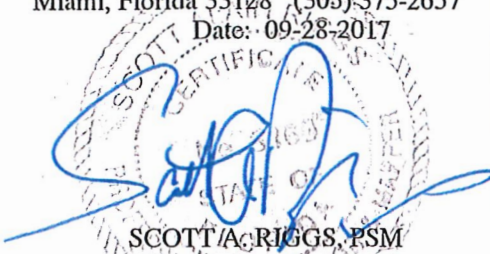
LEGAL DESCRIPTION OF FLORIDA POWER & LIGHT COMPANY LINEAR PARK LICENSE AGREEMENT PARCEL:

ALL OF THOSE LANDS LYING IN EXCESS GOVERNMENT LOT 2, BETWEEN TOWNSHIPS 53 AND 54 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "A", AS DEPICTED ON THE PLAT OF RIVIERA TRACE FIRST ADDITION, FOUND IN PLAT BOOK 153, PAGE 76, OF THE MIAMI-DADE COUNTY PUBLIC RECORDS; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 12 STREET, SAID LINE ALSO BEING A LIMITED ACCESS RIGHT-OF-WAY LINE ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR "STATE ROAD 836 EXTENSION FROM N.W. 137TH AVE. TO 111TH AVE.", SECTION 87200-2574, ALONG A BEARING OF N 89°41'30" E FOR A DISTANCE OF 74.50 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT 1076 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CHORD BEARING OF S 46°06'43" W; THENCE SOUTHWESTERLY ALONG A LIMITED ACCESS RIGHT-OF-WAY LINE, AS DEPICTED ON THE AFOREMENTIONED FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, ALONG THE ARC OF THE AFOREMENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 05°19'00", FOR AN ARC DISTANCE OF 99.85 FEET, TO A POINT ON THE WESTERLY LINE OF THE AFOREMENTIONED TRACT "A"; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE AFOREMENTIONED TRACT "A", AND CONTINUING ALONG THE WESTERLY LINE OF BLOCK 5 OF THE AFOREMENTIONED PLAT OF RIVIERA TRACE FIRST ADDITION, SAID LINES ALSO BEING THE EASTERLY LINE OF A 170' WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT, AND THE EASTERLY LINE OF PARCEL 147 AS SHOWN ON THE AFOREMENTIONED FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, ALONG A BEARING OF S 02°08'11" E FOR A DISTANCE OF 575.26 FEET, TO A POINT AT THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PARCEL 147; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PARCEL 147, ALONG A BEARING OF S 89°41'30" W FOR A DISTANCE OF 170.09 FEET, TO A POINT ON THE WESTERLY LINE OF THE AFOREMENTIONED 170' WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 136 PLACE, AND THE WESTERLY LINE OF THE AFOREMENTIONED PARCEL 147; THENCE NORTHERLY ALONG THE WEST LINE OF THE AFOREMENTIONED PARCEL 147, ALONG A BEARING OF N 02°08'11" W FOR A DISTANCE OF 463.39 FEET, TO A POINT ON THE SOUTHEASTERLY FACE OF THE CONCRETE ABUTMENT WALL FOR THE EASTBOUND RAMP ONTO STATE ROAD 836 EXTENSION, SAID POINT BEING THE POINT OF CURVATURE OF A NON-TANGENT 1127.82 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CHORD BEARING OF N 39°27'02" E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FORMED BY THE SOUTHEASTERLY FACE OF SAID CONCRETE ABUTMENT WALL, AND CONTINUING SAID ARC BEYOND THE END OF SAID CONCRETE ABUTMENT WALL, THROUGH A CENTRAL ANGLE OF 11°57'30", FOR AN ARC DISTANCE OF 235.39 FEET, TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 12 STREET, SAID SOUTHERLY RIGHT-OF-WAY LINE ALSO BEING THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF THE AFOREMENTIONED PARCEL 147; THENCE EASTERLY ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE, ALONG A BEARING OF N 89°41'30" E FOR A DISTANCE OF 14.05 FEET, TO THE POINT OF BEGINNING OF THIS PARCEL.

CONTAINING 98,853 SQUARE FEET, OR 2.27 ACRES, MORE OR LESS.

MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite # 1610
Miami, Florida 33128 (305) 375-2657
Date: 09-28-2017

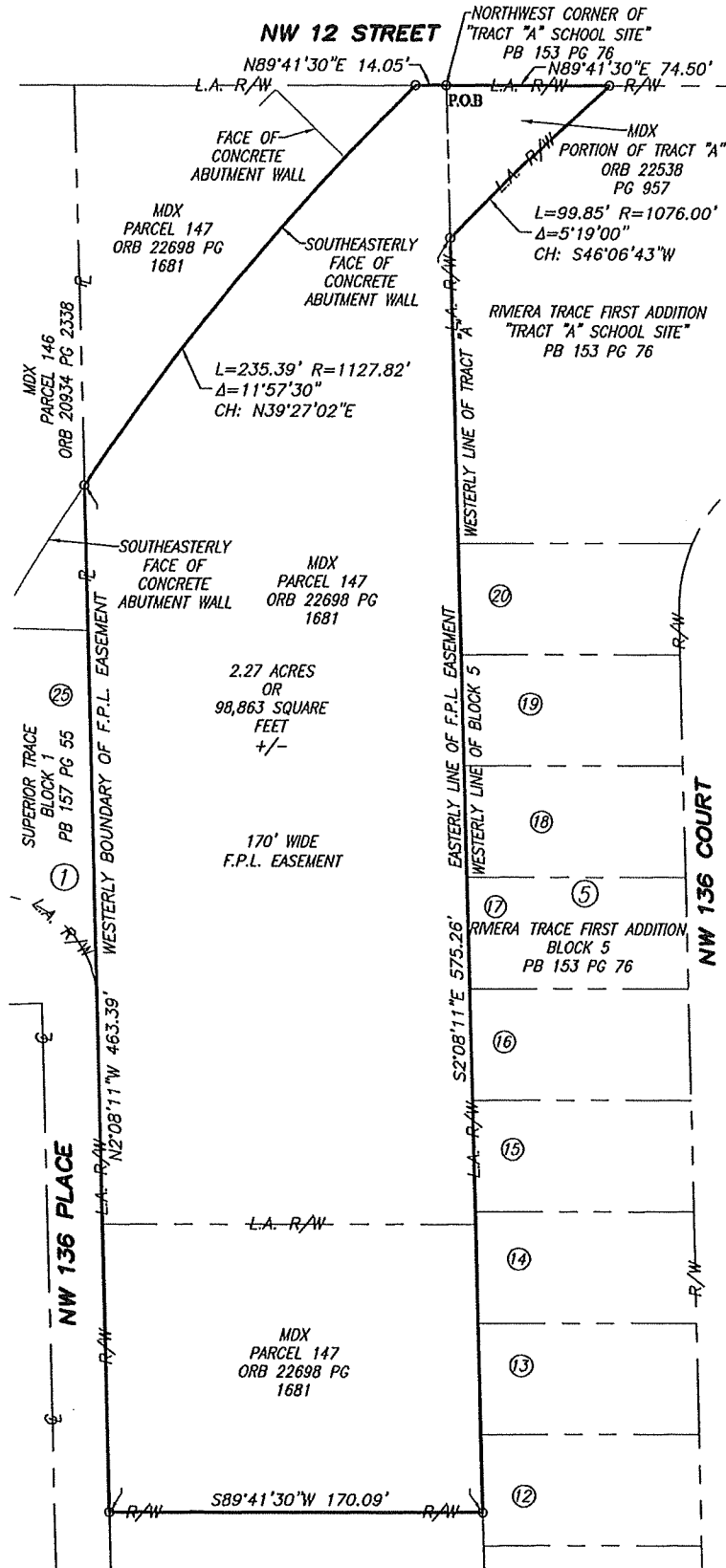

SCOTT A. RIGGS, PSM
Florida License # 6160

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 "A"

F.P.L. LINEAR PARK MDX AGREEMENT

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



1" = 80'

NOTES:

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14. "PL" denotes "Property Line".
15. "F.P.L." denotes "Florida Power & Light Company".
16. "CH" denotes "Chord Bearing".
17. Site is located in Excess Government Lot 2, between Townships 53 and 54 South, Range 39 East, in Miami-Dade County, Florida.
18. "+/-" denotes "more or less".
19. "MDX" denotes "Miami-Dade Expressway Authority".

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.

Approved Site Plans and Specifications



Exhibit C

Executed Special Permit



MDX Permit No.21-008

MIAM-DADE EXPRESSWAY AUTHORITY

MDX SPECIAL PERMIT

Folio: 30-3952-000-0064

Permittee:	Miami Dade County Parks, Recreation and Open Spaces		
Address:	275 NW 2 nd Street, 4 th floor, Miami, FL 33128		
Telephone No:	305-755-7952	Fax No.	
E-mail:	alissa@miamidade.gov		

Requesting permission from the Miami-Dade Expressway Authority, hereafter called the MDX, to perform or construct a 12' wide asphalt path, signage, vehicular access control fence and bollards to serve as a linear park bicycle and pedestrian use ("Improvement").

Requested Start Date:	July 1, 2021	Requested End Date:	June 29, 2022
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1. The Permittee is authorized to enter the Authority's right of way to perform all activities necessary for the construction of the Improvement.
2. It is hereby agreed by the parties that this Permit creates a permissive use only and that the Improvement shall remain the personal property of the County.
3. Applicant declares that prior to any excavation the applicant will ascertain the location of all existing utilities (if applicable), both aerial and underground. The Permittee is hereby informed that MDX street lighting within the MDX Right of Way is not located as part of the Sunshine One call system. The Permittee agrees that areas to be excavated shall be marked (white lined) and a request for locates will be submitted to MDX Permits Office for MDX street lighting at least 7 days prior to commencing work. MDX shall locate street lighting once. The Permittee or its Contractor shall maintain the markings throughout the life of the permit.
The Permittee shall be responsible for protection and repair of any damage to MDX fiber optic cable, power, street lighting, or any other facilities, and shall repair all damages within 48 hours. The Permittee agrees that damage not repaired within 48 hours shall, at MDX's discretion, be repaired by MDX and the Permittee shall be responsible for payment of all costs incurred.
2. It is expressly stipulated that this permit is a license for permissive use only and that the placing of facilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder.
3. Whenever it is determined by MDX that it is necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all or any portion of such highways, or that it is necessary for the public transportation facility, any and all of Permittee's facilities or operations shall be removed from said highway within ninety (90) days, or reset or relocated thereon as required by MDX, all at the expense of the Permittee.
4. The Permit holder understands and agrees that the rights and privileges herein set out are granted only to the extent of MDX's right, title, and interest in the land to be used by the permit holder.
5. The Permittee hereby agrees to indemnify, save and hold harmless MDX and all of its officers, agents and employees against all loss and damage, including damage to person or property, due to any act or omission by, or negligence of the Permittee, or its contractors, subcontractors, officers, agents, and employees arising out of this Permit, to the extent permitted by law.
6. The permit holder must safely conduct the public through the project area in accordance with Part VI of the Manual of Uniform Traffic Control Devices, Index 600, of the Florida Department of Transportation's Roadway and Traffic Design Standards, and the MDX Roadway Lane Closure Policy, as amended and supplemented, by displaying necessary safety devices and taking whatever other measures are required

- or appropriate.
7. In case the permit holder fails to meet any of the permit requirements, the permit holder will be BARRED from performing further work under this permit and will be required to bring into compliance or to remove said work from the right-of-way at no cost to MDX, and the permit holder will still be bound by the indemnity provision of Paragraph 5.
 8. All work shall meet MDX's Standards and be certified by the Permittee's ENGINEER OF RECORD, that the work has been substantially completed in accordance with the State of Florida's latest Department of Transportation Standard Specifications for Road and Bridge Construction, and in accordance with all rules, regulations, policies, plans, special provisions, and safety standards pertaining to this type of work. The Engineer of Record or full time employee of the Permittee is Adria Gonzalez-Leiva, MSCE PE and is located at 275 NW 2nd Street, Miami, FL 33128, Telephone Number 305-755-7952.
 9. All materials, equipment and work may be subject to inspection by the MDX Manager of Maintenance and Operations, or designee.
 10. All MDX property shall be restored to its original condition as far as practical, in keeping with the MDX's specifications, and in a manner satisfactory to MDX.
 11. The attached drawings covering details of this proposed work shall be made part of this permit.
 12. The Permittee shall commence the work within 180 days from the date of said permit approval and shall be completed by the Requested End Date. If the beginning date is more than 180 days from the date of permit approval, the permittee must review the permit with the MDX Manager of Maintenance and Operations, or his Designee, to make sure that no changes have occurred in the highway that would affect the permitted construction. If the work has not begun within 365 days, this permit shall become void.
 13. The office of the MDX Manager of Maintenance and Operations, is located at 3790 NW 21 Street, Miami, Florida 33142, telephone number (305) 637-3277. The MDX Manager of Maintenance and Operations shall be notified forty-eight (48) hours in advance of the pre-construction meeting, forty-eight (48) hours before beginning work, and again within 7 days of completion of the work.
 14. This Permit shall be construed and interpreted under the laws of the State of Florida, without giving effect to principles of conflict of laws, except where specifically preempted by federal law. The parties agree that the proper venue with respect to any state or federal litigation in connection with this Permit shall be in Miami-Dade County.
 14. Special Instructions:
MDX representative to be included in construction final inspection.

 15. Special Conditions:
Miami-Dade County, through the Parks, Recreation and Open Spaces Department, shall construct a linear trail for pedestrian and bicycle use by area residents.

 16. Emergency Contact Person:

Name:	Joe Cornely	Title:	Assistant Director	Phone (24 hrs):	(786) 427-7253
Email:	Joe.cornely@miamidade.gov				

Agreed to by Permittee:

Signature: _____

JE

Director, Miami-Dade Parks, Recreation and Open Spaces

Date: _____

6-30-21

Name (Print) Maria I. Nardi

Title: Director

MDX USE ONLY

Recommended for approval by:

Signature: _____

U. Diaferia

Claudio Diaferia

2021.08.10 11:13:08

-04'00'

Date: _____

Name (Print): _____

Title: _____

Approved by: _____

Richard Johnson

Digitally signed by Richard Johnson
Date: 2021.07.02 09:40:40 -04'00'

Date: _____

7-1-21

MDX Manager of Maintenance and Operations or designee

If active or pending MDX construction activities are anticipated within the limits of Permit Activity, attach correspondence indicating concurrence from MDX Construction.

PERMIT FINAL INSPECTION REPORT

Date: _____

Permit No.: _____

MDX Road No. _____

Telephone: _____

Date Work Started: _____

Date

Work

Completed: _____

Inspected By: _____

Remarks: _____

PERMITTEE

I the undersigned do hereby certify that the construction approved by the above numbered permit was installed in accordance with the permit requirements.

Permittee
Signature: _____

Title: _____

Date: _____

MDX Designee

I the undersigned do hereby certify that all previously identified issues of Permit non-compliance have been resolved and that Permit Final Inspection revealed no readily apparent violations of Permit conditions.

MDX Designee Signature: _____

Title: _____

Date: _____

EXHIBIT "A"
F.P.L. LINEAR PARK MDX AGREEMENT
LEGAL DESCRIPTION

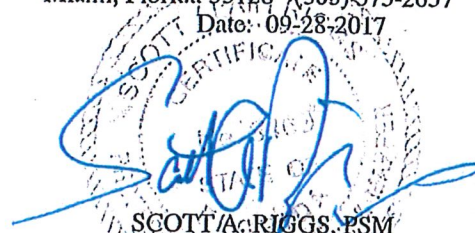
LEGAL DESCRIPTION OF FLORIDA POWER & LIGHT COMPANY LINEAR PARK LICENSE AGREEMENT PARCEL:

ALL OF THOSE LANDS LYING IN EXCESS GOVERNMENT LOT 2, BETWEEN TOWNSHIPS 53 AND 54 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF TRACT "A", AS DEPICTED ON THE PLAT OF RIVIERA TRACE FIRST ADDITION, FOUND IN PLAT BOOK 153, PAGE 76, OF THE MIAMI-DADE COUNTY PUBLIC RECORDS; THENCE EASTERLY ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 12 STREET, SAID LINE ALSO BEING A LIMITED ACCESS RIGHT-OF-WAY LINE ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR "STATE ROAD 836 EXTENSION FROM N.W. 137TH AVE. TO 111TH AVE.", SECTION 87200-2574, ALONG A BEARING OF N 89°41'30" E FOR A DISTANCE OF 74.50 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT 1076 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CHORD BEARING OF S 46°06'43" W; THENCE SOUTHWESTERLY ALONG A LIMITED ACCESS RIGHT-OF-WAY LINE, AS DEPICTED ON THE AFOREMENTIONED FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, ALONG THE ARC OF THE AFOREMENTIONED CURVE, THROUGH A CENTRAL ANGLE OF 05°19'00", FOR AN ARC DISTANCE OF 99.85 FEET, TO A POINT ON THE WESTERLY LINE OF THE AFOREMENTIONED TRACT "A"; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF THE AFOREMENTIONED TRACT "A", AND CONTINUING ALONG THE WESTERLY LINE OF BLOCK 5 OF THE AFOREMENTIONED PLAT OF RIVIERA TRACE FIRST ADDITION, SAID LINES ALSO BEING THE EASTERLY LINE OF A 170' WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT, AND THE EASTERLY LINE OF PARCEL 147 AS SHOWN ON THE AFOREMENTIONED FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, ALONG A BEARING OF S 02°08'11" E FOR A DISTANCE OF 575.26 FEET, TO A POINT AT THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID PARCEL 147; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF PARCEL 147, ALONG A BEARING OF S 89°41'30" W FOR A DISTANCE OF 170.09 FEET, TO A POINT ON THE WESTERLY LINE OF THE AFOREMENTIONED 170' WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF NORTHWEST 136 PLACE, AND THE WESTERLY LINE OF THE AFOREMENTIONED PARCEL 147; THENCE NORTHERLY ALONG THE WEST LINE OF THE AFOREMENTIONED PARCEL 147, ALONG A BEARING OF N 02°08'11" W FOR A DISTANCE OF 463.39 FEET, TO A POINT ON THE SOUTHEASTERLY FACE OF THE CONCRETE ABUTMENT WALL FOR THE EASTBOUND RAMP ONTO STATE ROAD 836 EXTENSION, SAID POINT BEING THE POINT OF CURVATURE OF A NON-TANGENT 1127.82 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST, SAID CURVE HAVING A CHORD BEARING OF N 39°27'02" E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE FORMED BY THE SOUTHEASTERLY FACE OF SAID CONCRETE ABUTMENT WALL, AND CONTINUING SAID ARC BEYOND THE END OF SAID CONCRETE ABUTMENT WALL, THROUGH A CENTRAL ANGLE OF 11°57'30", FOR AN ARC DISTANCE OF 235.39 FEET, TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF NORTHWEST 12 STREET, SAID SOUTHERLY RIGHT-OF-WAY LINE ALSO BEING THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF THE AFOREMENTIONED PARCEL 147; THENCE EASTERLY ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE, ALONG A BEARING OF N 89°41'30" E FOR A DISTANCE OF 14.05 FEET, TO THE POINT OF BEGINNING OF THIS PARCEL.

CONTAINING 98,853 SQUARE FEET, OR 2.27 ACRES, MORE OR LESS.

MIAMI-DADE COUNTY
Department of Transportation
and Public Works
111 NW First Street, Suite # 1610
Miami, Florida 33128 (305) 375-2657
Date: 09-28-2017

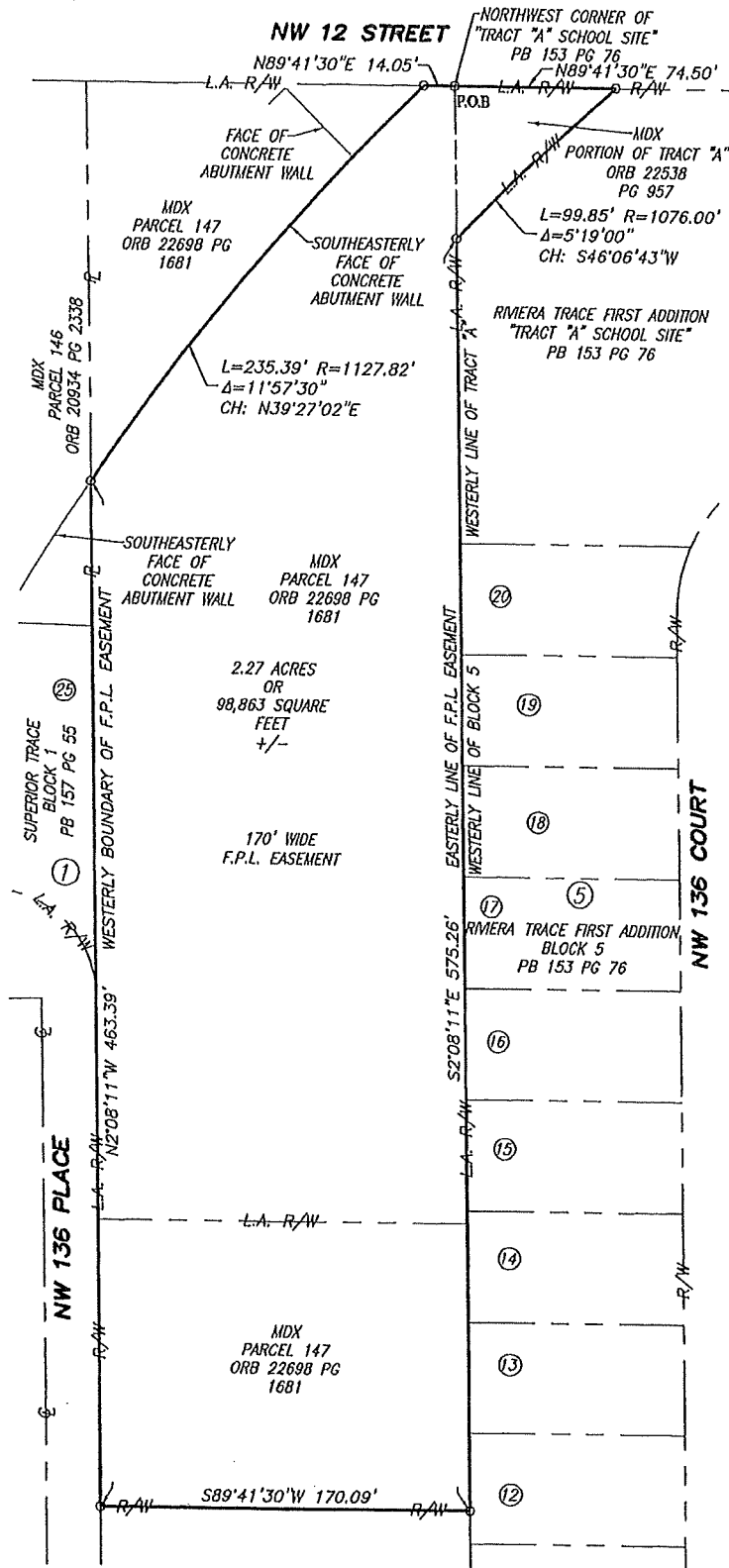

SCOTT A. RIGGS, PSM
Florida License # 6160

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