

MEMORANDUM

Agenda Item No. 8(N)(2)

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

DATE: October 6, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution awarding a license agreement to 195 South Corporation, a for-profit corporation, to grant 195 South access across County-owned property located between US Highway 1 and Ruiz Avenue in the City of Coral Gables; in exchange for annual payments of \$28,779.00 escalated two percent per year; authorizing the County Mayor to execute the agreement and to exercise all provisions contained therein

Resolution No. R-936-22

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.


Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum



Date: October 6, 2022

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

From: Daniella Levine Cava 
Mayor

Subject: License Agreement with 195 South Corporation for Access Across County-Owned Transit Property

Executive Summary

The purpose of this item is to gain approval by the Board of County Commissioners (Board) of a License Agreement with 195 South Corporation (195 South), the owner of land located off US Highway 1 and east of Ponce de Leon Boulevard abutting County transit property (i.e., an elevated rail line), granting 195 South a license for access across the transit property for a monthly fee of \$2,398.25 for a 30-year term.

Recommendation

It is recommended that the Board adopt the accompanying resolution awarding a License Agreement to 195 South, a Florida for-profit corporation, granting it access across County-owned Metrorail right-of-way located between US Highway 1 and Ruiz Avenue for a 30-year term plus two automatic 30-year renewal terms. This agreement enables 195 South to construct and maintain driveways in order to connect a new Collection Jaguar Land Rover car dealership to Ruiz Avenue, a public roadway within the City of Coral Gables.

Scope

The property is located in Commission District 7, which is represented by Commissioner Raquel A. Regalado.

Fiscal Impact/Funding Source

There is a positive fiscal impact to the County under the License Agreement as 195 South shall pay the County a monthly license fee of \$2,398.25 or \$28,779 per year for the 30-year term plus the two automatic 30-year renewal terms. An economic price adjustment of 2% shall be added to the license fee upon the first anniversary of the agreement’s effective date and on each subsequent anniversary. The total rent to be paid to the County by 195 South, including application of the annual 2% increase, over the cumulative term of the License Agreement will be approximately \$7.1 million. There is no cost to the County under the agreement as the access area will be constructed and maintained at 195’s sole expense.

Track Record/Monitor

Javier Bustamante, Chief of Right-of-Way, Utilities and Joint Development, Department of Transportation and Public Works (DTPW) will be responsible for monitoring the License Agreement.

Delegation of Authority

The authority of the County Mayor or County Mayor's designee to execute and implement this agreement and to exercise all provisions contained therein is consistent with those authorities granted under the Code of Miami-Dade County.

Background

195 South is the owner of property within the City of Coral Gables that is located east of Ponce de Leon Boulevard between US Highway 1 and the Metrorail right-of-way. The 195 South Property is being redeveloped into a Collection Jaguar Land Rover luxury auto sales and service facility. As part of the redevelopment, 195 South desires to construct two vehicle driveways through the Metrorail right-of-way (License Area) to connect the 195 South property with Ruiz Avenue, a public roadway.

Under the terms of the License Agreement, the County grants 195 South the non-exclusive right of access, ingress and egress across the Metrorail right-of-way, allowing for the construction, maintenance, repair, and eventual removal of the driveways. No other uses are permitted. The agreement requires 195 South, at its sole expense, to construct and maintain all improvements to the License Area. As a condition precedent to construction, 195 shall submit for DTPW's review and approval its specific construction and installation plans for the improvements within the License Area. Moreover, to the extent applicable, all construction activities within the License Area shall be subject to the requirements of the County's Responsible Wages Ordinance as well as the Small Business Enterprise, Wage and Workforce Programs.

The County may terminate the agreement at any time if the property is needed for any public use or transit-oriented development purpose. As the Metrorail right-of-way property was acquired with federal funding, it requires approval by the Federal Transit Administration which issued its written approval of the project on August 4, 2021.



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

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

DATE: October 6, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(2)

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(N)(2)
10-6-22

RESOLUTION NO. _____ R-936-22

RESOLUTION AWARDDING A LICENSE AGREEMENT TO 195 SOUTH CORPORATION, A FOR-PROFIT CORPORATION, TO GRANT 195 SOUTH ACCESS ACROSS COUNTY-OWNED PROPERTY LOCATED BETWEEN US HIGHWAY 1 AND RUIZ AVENUE IN THE CITY OF CORAL GABLES; IN EXCHANGE FOR ANNUAL PAYMENTS OF \$28,779.00 ESCALATED TWO PERCENT PER YEAR; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

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 hereby approves awarding a license agreement to 195 South Corporation, a for-profit corporation, granting 195 South access across County-owned property located between US Highway 1 and Ruiz Avenue in the City of Coral Gables, in exchange for annual payments of \$28,779.00 escalated two percent per year, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or County Mayor's designee to execute the agreement and to exercise all provisions contained therein. Pursuant to Resolution No. R-974-09, the Board directs the County Mayor or County Mayor's designee to record the instrument of conveyance accepted herein 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 execution of said instrument; and directs the Clerk of the Board to attach and permanently store a recorded copy together with this resolution.

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

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	absent		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	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 6th day of October, 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.

Bruce Libhaber

This instrument prepared by or under the direction of:

Mario Garcia-Serra, Esq.
Gunster, Yoakley, & Stewart PA
600 Brickell Avenue, Suite 3500
Miami, Florida 33131

(This space reserved for Clerk)

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made and entered into as of this _____ day of _____, 2022 (the “**Effective Date**”), by and among **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (the “**County**”), by and through **THE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (“DTPW”)** whose place of business and mailing address is at 701 NW 1st Court, 17th Floor, Miami, Florida 33136, as Grantor; and **195 SOUTH CORPORATION**, a Florida corporation (“**195 South**”), whose place of business and mailing address is 1550 Biscayne Boulevard, Suite 300, Miami, Florida 33132, as Grantee.

WITNESSETH:

WHEREAS, 195 South is the owner of those parcels of land, to be improved from time to time, located between US 1 and the Transit Property (as defined below) and east of Ponce de Leon Boulevard in the City of Coral Gables, Miami-Dade County, Florida more particularly described on Exhibit “A” attached hereto and made a part hereof (the “**195 South Property**”), which 195 South intends to redevelop into a new luxury vehicle sales and service facility (the “**Project**”); and

WHEREAS, the northern boundary of the 195 South Property is directly adjacent to and southeast of certain lands owned by the County and operated by DTPW (the “**Transit Property**”) containing an elevated rail line (such rail line referred to herein as the “**Metrorail**”); and

WHEREAS, the County desires to grant to 195 South a license for access across the Transit Property to connect the 195 South Property with the City of Coral Gables right of way, Ruiz Avenue, a public road; and

WHEREAS, the license will be a benefit to the general public and to Miami-Dade County whereby the residents of Miami-Dade County will have safe access through the Transit Property to the 195 South Property, and to pedestrian and bicycle paths, and public open spaces; and

WHEREAS, the license granted herein shall not interfere with the existing County infrastructures located within the Transit Property or County operations,

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the parties hereto do hereby agree to the terms, conditions and covenants hereinafter set forth:

ARTICLE I RECITALS; TERM; TERMINATION

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

1.2 Term. The term of this Agreement and the licenses created hereby shall be for an initial term of thirty (30) years from the Effective Date and shall automatically renew (without notice or condition of any kind) for two additional terms of thirty (30) years each, unless otherwise terminated by written agreement of the parties.

1.3 Termination. The Grantor issues this License to the Grantee, which may be revoked at any time by the Grantor, pursuant to the terms of Section 6.14 and upon providing one hundred-twenty (120) days written notice to the other party. All personal property, additions, License Area Improvements (as defined herein), and/or any other improvements shall be demolished and removed at the expiration or early termination of this Agreement by Grantee at its sole expense, unless expressly permitted by Grantor in writing, in which case said personal property, additions, License Area Improvements, and/or other improvements shall be and remain part of the License Area and/or ownership of Grantor.

ARTICLE II LICENSE AGREEMENT

2.1 License. The County, as the owner of the Transit Property and Grantor, hereby grants and conveys unto 195 South, the Grantee, a non-exclusive, termed license (the “**License**”) solely for access, ingress and egress over, upon and across those portions of the Transit Property more particularly described on Exhibit “B” attached hereto and made a part hereof (the “**License Area**”), for purposes of construction, maintenance, repair, reconstruction, and removal of the License Area Improvements as defined herein, providing passageways for vehicles that satisfy the vertical clearance requirements of the Metrorail and pedestrians between Ruiz Avenue and the 195 South Property. So long as the License Area remains within the Transit Property between Ponce de Leon Boulevard and the North property line of the 195 South Property, the County Mayor or County Mayor’s designee may, approve modifications to the License Area due to (i) a transportation or a public purpose or including but not limited to if any other entity seeks and obtains approval from the County and the FTA to construct and operate a recreational space, urban mobility trail and ancillary uses, public housing project, transit oriented development, and/or transit oriented repair, or reconstruction within the License Area; or (ii) the abandonment, relocation, alteration, expansion, repair, or reconstruction of the Metrorail System. The License shall be for the use and benefit of 195 South and its employees, lessees, licensees, agents, representatives, contractors, invitees thereof and the general public at large. No other uses are permitted. The License Area and License Area Improvements thereon shall not be constructed or used to meet or satisfy any Applicable Law (as defined herein), certificate of occupancy, certificate of use, government requirement, law and ordinance, building, fire or zoning code, life and safety

requirement related to the Project or the 195 South Property. The Project and the 195 South Property shall stand alone from the rights granted herein and independently comply with all such requirements, Applicable Laws, codes, and ordinances.

2.2 Limitation on Use of License Area.

(a) 195 South shall not permit any vehicle to carry flammable or combustible liquids into or onto the License Area and within thirty (30) feet of the Metrorail system structure or guideway dripline at any time and shall prohibit the manufacture or storage of any flammable or combustible liquid or dangerous or explosive materials in or on the License Area and within thirty (30) feet of the Metrorail system structure or guideway dripline, provided that this restriction shall not apply to prevent the entry of motor vehicles carrying flammable or combustible liquids solely for the purpose of their own propulsion. This Section 2.2(a) does not apply to flammable or combustible liquids used for or in connection with the System by the County or its duly authorized representatives.

(b) 195 South shall not permit vehicles to be parked, stopped or standing in the License Area, including during delivery of vehicles. In addition to 195 South, County shall have the right to have improperly parked vehicles within the License Area towed at owner's expenses including installation of proper signage to effectuate same.

(c) No utilities shall be serviced from the License Area, other than the FPL vault.

(d) No trucks larger than 13.5 feet in height shall use the License Area. The limitation in this subsection 2.2(d) shall not apply to FPL utility vehicles or emergency vehicles.

(e) 195 South, in its use of the License Area, shall not impede access to or through any pedestrian and bicycle paths, public open spaces, urban mobility trail, and Metrorail facilities and shall comply with all federal, state and local regulations regarding accessibility issues.

(f) Failure of 195 South to fully comply with the terms of Section 2.2 may result in termination of this Agreement, subject to the notice and cure provisions in Section 6.18 and 6.19

(g) Use of the License Area shall be consistent with the approved Site Plan set forth in Exhibit "C", as may be amended.

2.3 Hazardous Waste or Contamination. All persons are STRICTLY PROHIBITED from storing toxic or flammable materials within the License Area. If 195 South's use of the License Area results in the introduction of hazardous materials or contamination of the soil or ground water, then 195 South agrees (i) to notify County immediately of any contamination, claim of contamination or damage, (ii) after consultation and approval of County, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold County harmless from and against any claim, suits, causes of action, costs and fees, including attorney's fees, arising from or connected with any such

contamination or damage. This provision shall survive termination of this Agreement. This Section 2.3 does not apply to hazardous materials or contamination caused by use of the System.

2.4 Conditions Precedent to Commencement of Construction and/or Installation
Grantee and County agree that specific construction and installation plans for the License Area Improvements within the License Area and/or within thirty (30) feet of the Metrorail System (the “**Affected Area**”), including modifications, upgrades and/or enhancements to License Area Improvements shall be subject to the review and approval of the County to assure the public safety and the Metrorail System’s integrity and operation. Prior to any construction, installation, excavation, demolition, restoration, testing, staging, modification, upgrades and enhancements within the License Area, Grantee shall submit to the DTPW Right-of-Way, Utilities and Joint Development Division Director drawings and calculations showing all License Area Improvements proposed to be constructed and/or installed or having any impact upon the License Area, and the relationship between the proposed Improvements and any activities within the License Area and the Metrorail System. The County reserves the right, in its sole but reasonable discretion, to determine the type and specificity of the drawings, calculations and plans which the Licensee is required to submit, including the right to determine the type and scope of monitoring, mitigation and remediation plans, if it determines that any proposed activities within the Affected Area have the potential to impact Metrorail facilities, Systems, operations and/or services. Any such proposed construction, installation, excavation, testing or staging within the License Area may commence only after the County has completed its review and the DTPW Director or the designated representative, or their designee(s) have issued written approval of the plans and drawings. Notwithstanding anything herein, all activities, construction and installations within the Affected Area shall be in compliance at the time of construction or reconstruction with the latest edition of the Miami-Dade Transit Adjacent Construction Safety Manual and the Miami-Dade Transit Safety Manual or their replacements.

2.5 Construction.

(a) 195 South shall be responsible, at its sole cost and expense, to install and construct all improvements in the License Area for the uses specified herein, including but not limited to the roadways, drives, curbs, sidewalks, drains, drainage, and other access facilities to be located on the License Area to connect to the Ruiz Avenue right of way through the License Area in substantial compliance with the site plan attached hereto as Exhibit “C” as approved by County, which may be amended from time to time (the “**License Area Improvements**”). 195 South may not make any additional alterations, additions, or improvements in or to the License Area without prior written consent of the Grantor. The License Area Improvements shall be constructed and completed in compliance with applicable governmental requirements, laws, codes, ordinances, rules, regulations, and restrictions (collectively, “**Applicable Laws**”). 195 South shall be solely responsible for obtaining all approvals, permits, certifications, licenses, and any other rights from the applicable governmental authorities, departments, bodies, bureaus and agencies with jurisdiction (collectively, “**Governmental Authorities**”) to the extent required for the License Area Improvements. Further, the Grantor may from time to time inspect the License Area and License Area Improvements to ensure that the required approvals, certifications, permits, and/or licenses are properly in place, along with any and all other governmental requirements or regulations. 195 South shall not commence construction of the License Area Improvements until it obtains a building permit for the Project.

(b) 195 South shall, at its sole cost and expense, construct, install and pay for any signage, street-widening, turning-lanes, curb-cuts, directional barriers, striping, paving or other improvements required to guide and control the orderly flow of traffic across the License Area to and from the 195 South Property with written approval from Grantor (collectively, the **“Traffic Work”**).

(c) 195 South shall be solely responsible for all surface waters, rainwater, storm water run-off and associated pollutants within the License Area and the discharge or blockage of same to any other’s land including but not limited to land owned or maintained by the County. Notwithstanding the generality of the foregoing, if required by County, or any other authority with jurisdiction, 195 South shall at its sole cost and expense be responsible for the installation of drains and/or a drainage system for the License Area(s) including but not limited to the maintenance, testing, modification, upgrading and connection to any public or private system. If at any time County reasonably determines that the discharge of surface waters from the License Area(s) creates any imminent threat to public health, safety or welfare, County may immediately and without prior notice to 195 South take measures reasonably designed to remedy the threat at 195 South’s sole cost and expense.

(d) Once 195 South commences construction of the License Area Improvements, 195 South shall diligently pursue same to completion as evidenced by a certificate of completion or its equivalent. 195 South shall not materially interfere with the operation of the Miami-Dade County Transit System (the **“System”**), which shall include, without limitation, all trains, buses, fixed guideways, stations, parking lots and parking structures, drop off/pickup areas, transit stops and shelters, bus bays, streets and sidewalks adjacent thereto owned by the County, and all maintenance facilities, structures and all associated facilities required in the operation of the System and owned by the County. County’s operations and use of its System is paramount.

(e) 195 South shall be required to notify County a minimum of thirty (30) days in advance of any planned activities to be performed or commissioned by 195 South that may impact County and/or County facilities and/or operations and/or System. At its sole discretion, County may require that County employees or representatives are present on site to coordinate, oversee, and/or monitor such activities. Grantee shall be responsible to pay all costs incurred by the County in providing such services and shall pay such costs within thirty (30) days of notification by the County. If Grantee fails to allow such County employees or representatives to be on site or pay for same, such activities shall not commence.

(f) 195 South, at its sole cost and expense, shall take necessary and reasonable measures to protect the System, operations and corridor from damage, contamination or impacts resulting from the use of the License Area and/or activities performed or authorized by the Grantee, its employees, invitees, or any other persons entering the License Area in connection with this Agreement. If the County reasonably determines that precautionary measures are necessary or desirable to protect County property, Grantee shall prepare a written plan detailing the measures to be taken by Grantee to ensure this protection and submit same to the County for its approval. Failure by Grantee to fully comply with this requirement and to take all precautionary measures as reasonably required by the County may result in termination of this Agreement.

(g) If 195 South or any of its agents damages any portion of the System, and in particular the Metrorail, during the installation of the License Area Improvements, 195 South shall be responsible for promptly repairing such damage at its sole cost and expense.

2.6 Security, Maintenance and Repair. 195 South shall, at its sole cost and expense, at all times, maintain the License Area and the License Area Improvements in a well-lighted, safe, secure, clean and fully functional manner, free of rubbish and debris. 195 South shall be responsible for security, and repair any damage caused to the License Area or License Area Improvements except for any damages caused by the County or its agents with respect to the License Area at its sole expense. The responsibility to repair such damage survives this Agreement. Bonds. A minimum of ten (10) days before Grantee commences any construction work related to any portion of the License Area (or any materials are purchased from a supplier), Grantee shall execute and deliver to County and record in the public records of the County, a payment and performance bond equal to the total cost of the construction of the License Area Improvements. Each payment and performance bond shall be in compliance with all applicable laws including the terms of Section 255.05 of the Florida Statutes, including but not limited to, the requirements of Sections 255.05(1) (a) and (c), Section 255.05(3) and Section 255.05(6), and shall name the County and Grantee beneficiaries thereof as joint obligees.

2.8 Access to 195 South Property from License Area. The building on 195 South Property shall have sensor-operated doors, which open upon triggering of the sensor and close automatically once the vehicle is out of the range of the sensor and the passage is clear. The doors shall remain closed when the sensor is not triggered. Access shall not be limited by gates, gate arms, doors, or otherwise within the License Area.

2.9 Garbage facilities. No unobscured garbage storage can be stored from the Transit Property.

2.10 Emergency Affecting Public Safety. Upon a finding by the County that the 195 South's installations or use of the License Area Improvements and/or License Area poses an emergency or serious risk to the safety of any pedestrian and bicycle paths or public open spaces as well as the Metrorail system, its passengers, its employees or the public, the DTPW Director or his/her designee may, require the 195 South to immediately cease operations and/or remove any part of the License Area Improvements until such emergency or serious risk to the safety of any pedestrian and bicycle paths or public open spaces as well as the Metrorail system, its passengers, its employees or the public, has been addressed by 195 South to County's satisfaction. 195 South shall, upon becoming aware of any condition related to the License Area Improvements and/or License Area that poses a risk to the safety of any pedestrian and bicycle paths or public open spaces as well as the County facilities, operations, systems and/or to any persons, regardless of the means by which 195 South is made aware of such condition, immediately notify the County at the telephone number below and shall immediately fully correct such condition. Failure of 195 South to immediately and fully correct such condition may result in termination of this Agreement

The 24-hour emergency contact telephone number is:

DTPW "Central Control": 305-375-3938

2.11 Responsible Wages. To the extent applicable and not exempted by Section 2-11.16 of the County Code of Ordinances (the “Responsible Wages Ordinance”) or otherwise, construction of the License Area Improvements shall comply with Section 2-11.16 of the Responsible Wages Ordinance.

2.12 Small Business Enterprise, Wage and Workforce Programs. To the extent applicable and not exempted, 195 South shall comply, and shall cause its contractor, architect/design professionals, and all subcontractors, sub-consultants, subtenants and licensees to comply, with the County’s Small Business Enterprise (“SBE”) Programs including, without limitation, SBE-Construction, SBE-Architectural and Engineering, SBE-Goods, SBE-Services, Responsible Wages and Benefits Program, the Community Workforce Program, Residents First Training and Employment, and First Source Hiring Programs, as set forth in Sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-1701 and 2-11.17 of the Code of Miami-Dade County, Florida (“Code”), and the Employ Miami-Dade Program Administrative Order No. 3-63 in connection with design and construction of the License Area Improvements. Prior to advertisement and entering into any design or construction contract for the License Area Improvements, and in the case of a design or construction management contract, prior to the authorization of any design or construction package, 195 South shall deliver the proposed contract and design and construction package to the Small Business Division of the Internal Services Department of the Landlord (“SBD”) for a determination and recommendation to the County Mayor of the SBE measures applicable to such design and construction. The County Mayor shall establish the applicable goals upon receipt of the recommendation of SBD (“Applicable Measures”). 195 South shall include the Applicable Measures in design and construction documents, as applicable, and shall adhere to those Applicable Measures in all design and construction activities for the License Area Improvements. 195 South shall incorporate in all design and development contracts for the License Area Improvements the prompt payment provisions contained in the Code with respect to SBE entities. 195 South agrees to include in construction contracts for the License Area Improvements a prohibition against imposing any requirements against SBE entities that are not customary, not otherwise required by law, or which impose a financial burden that intentionally impact SBE entities. 195 South shall require that its contractor(s) shall, at a minimum, use SBD’s hiring clearinghouse, Employ Miami-Dade Register, and Employ Miami-Dade Project – all available through CareerSource to recruit workers to fill needed positions for skilled laborers on the License Area Improvements, and any enhancements. 195 South shall comply with the SBE requirements during all phases of construction of the License Area Improvements. 195 South shall require its contractor(s) to include Responsible Wages, and Workforce Programs requirements in all subcontractor agreements for the License Area Improvements. Should 195 South fail to comply with any of the SBE requirements for the License Area Improvements, 195 South shall be obligated to make up such deficit in future phases of construction of the License Area Improvements, and/or pay the applicable monetary penalty pursuant to the Code.

ARTICLE III LICENSE FEE

3.1 The County and the Grantee hereby acknowledge and agree that the monthly License fee associated with this Agreement, which must be paid by the Grantee is two thousand three hundred ninety-eight dollars and twenty-five cents (\$2,398.25). Grantee may opt to pay the

full annual License fee upfront or to prorate the annual License fee, so that the full annual License fee outstanding shall be due the first day of January. The County and the Grantee hereby acknowledge and agree that the License fee associated with this Agreement, which is payable on the first (1st) day of each and every month, must be made to Department of Transportation and Public Works, ATTN: Director, 701 NW 1st Court, 17th Floor, Miami, Florida 33136, or at such other place, and to such other person, as the County may designate in writing. The Grantee further acknowledges and agrees that should the Grantee elect to cancel this Agreement prior to the end of the term, and avoid the expense of paying any additional monthly fee(s), it must provide the County with at least thirty (30) days prior written notice of such cancellation.

3.2 An economic price adjustment of two percent (2%) of the License Fee shall be added to the License Fee upon the first anniversary of the Effective Date and on each subsequent anniversary.

3.3 Grantee also agrees that should it be in possession of the Premises after the Termination Date, that it shall, in addition to being liable to the County for any and all damages as a result of such holdover, be obligated to pay, during the period of holdover, two hundred (200%) percent of the monthly license fee in existence prior to the period of holdover.

3.4 Grantee hereby further acknowledges and agrees to pay to the County the amount equivalent to two months License fee, as a refundable security deposit for its use of the License Area. The security deposit shall be paid by the Grantee on the Effective Date, and shall be maintained by the County during the term of this Agreement, including any renewal or extension thereof. Such security deposit will be maintained by the County in its regular operating account, and may be comingled by the County, at its discretion, with any other funds. Upon the expiration or early termination of this Agreement, the Permittee shall receive the security deposit, or it may be applied as prepaid License Fee(s) without interest, less any cost or expense associated with the County having to make any improvements or repairs to the License Area or License Area Improvements caused by Grantee), and/or the County facilities, including, but not limited to, the Metro Rail system. Should at any time during the term of this Agreement, the County need to utilize any or all of the security deposit to make any required repairs or improvements to the License Area, License Area Improvements and/or the County facilities, including, but not limited to, the Metro Rail system, which should have been made by the Grantee, the Grantee hereby agrees to immediately replenish the amount of the security deposit so that the amount of the deposit held by the County shall at all times remain the same.

ARTICLE IV CONSTRUCTION REQUIREMENTS

4.1 General Construction Standards. In addition to the other requirements set forth in this Agreement, the parties acknowledge and agree that all construction, installation, maintenance, replacement or repair work required or permitted hereunder, shall be performed by contractors licensed and insured in the State of Florida, and that all such work shall be performed in accordance with all Applicable Laws to the written satisfaction and approval of County. Upon completion of any work by 195 South or its agents within the License Areas, the areas affected thereby shall be promptly restored to substantially the same condition as existed prior to commencement of such

work or better, excluding any specific work done (e.g., installation of a utility connection or manhole).

4.2 Information Requirements. Subject to the required records release approval process, the County shall supply 195 South with drawings, schematics, construction drawings (and if available, as-built drawings) and other information regarding the existing improvements on the Transit Property, pursuant to written request from 195 South, to allow 195 South and its agents to design and install the License Area Improvements. Following completion of construction of the License Area Improvements, 195 South shall, upon written request from the County, provide the County with as-built drawings and schematics depicting the improvements constructed by 195 South in the License Area.

4.3 No Liens. 195 South shall keep the License Area at all times free of mechanics' liens and any other liens for labor, services, supplies, equipment or materials purchased or procured, directly or indirectly, by or for 195 South. In no event will 195 South have the right to create, or permit there to be established by virtue of any act or omission, any lien or encumbrance of any nature against the Transit Property, or the License Area. If any such lien or encumbrance is filed against any of the License Area as a result of any action by 195 South, then 195 South shall discharge same of record by payment or bonding off the lien within twenty (20) days after receipt of written notice of the filing thereof, failing which 195 South will be in default under this Agreement and the County shall have the right to pay or bond off the lien and shall be entitled to reimbursement by 195 South for all costs and expenses actually incurred in connection therewith, together with interest at the statutory rate established pursuant to Section 55.03(1), Florida Statutes, from the date paid until so reimbursed.

4.4 "AS IS" Condition. 195 South accepts this License and the License Area to which it is granted rights hereunder based on its "AS IS" physical condition and in an "AS IS" state of repair. In the event that remediation of soil, groundwater, or air contamination is required by any government or other entity with jurisdiction, based on the existing condition of the License Area, Grantee shall be solely responsible for and obligated to undertake such remediation and the responsibilities for the costs associated with such remediation. The County expressly disclaims and makes no representations or warranties, whether expressed or implied, to 195 South with respect to the Licenses granted to 195 South hereunder or the License Area or facilities located therein, including, without limitation, with respect to merchantability of title, the suitability or fitness of the License Area or such facilities for any of the uses or purposes contemplated by this Agreement or otherwise, or the compliance of same with all Applicable Laws, or the condition thereof.

ARTICLE V INSURANCE AND INDEMNITY; LIMITATION OF LIABILITY

5.1 Insurance.

(a) Casualty Insurance. 195 South shall be responsible for insuring the License Area Improvements that are constructed by 195 South on the Transit Property pursuant to this Agreement, and no other improvements, and the County shall have no liability therefor, except for

any damages that are caused by the County or its agents, representatives, employees, or contractors.

(b) Insurance. 195 South shall maintain, and shall provide the County with certificate(s) of insurance confirming, the following insurance coverage prior to the commencement of any construction in the License Areas:

(i) Worker's Compensation Insurance for all employees of 195 South (if any) as required by Chapter 440, Florida Statutes.

(ii) Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$10,000,000 combined single limit per occurrence and annual aggregate for bodily injury and property damage.

(iii) Automobile Liability Insurance covering all owned, non-owned and hired vehicles of 195 South used in conjunction with this Agreement in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage (the "**Automobile Liability Insurance Policy**").

(iv) During periods of construction, completed Value Builder's Risk Insurance on an "All Risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the License Area Improvements under construction by 195 South within the License Area. The policy shall name 195 South as owner and the County as its interest may appear.

(c) Insurance Requirements. All such liability insurance policies described in Section 6.1(b) (except for the Worker's Compensation Insurance policy) shall name Miami-Dade County as an additional insured. 195 South shall notify (or cause the applicable insurance company to notify) the County at least thirty (30) days before the cancellation or a material change to any such insurance policies. Additionally, all insurance policies required under this Agreement shall be issued by companies licensed in the State of Florida with a Best's rating of "A- VIII" or better. 195 South waives any claim it might have against the County for damage to or destruction or loss of any property, to the extent the same is insured against or under any insurance policy that covers the License Area or is required to be insured against or under the terms hereof, regardless of whether the negligence of the County caused such damage, destruction or loss except for any damage, destruction or loss caused by the sole negligence of the County. Any insurance to be provided hereunder may be effected by umbrella policies and/or policies of blanket insurance covering additional items or locations or insureds.

5.2 Indemnity.

(a) 195 South shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including reasonable attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by 195 South or employees, agents, officers, partners, members, principals, representatives, or contractors, provided, however, that this indemnity shall not extend to cover any claims, losses or damages arising out of the negligence or willful misconduct of the County or

its officers, employees, agents, contractors or instrumentalities or breach of this Agreement by County. 195 South 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 relating to the foregoing indemnity, where applicable, including appellate proceedings, and shall pay all costs, judgments, and reasonable attorneys' fees which may be incurred in connection therewith. 195 South expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 195 South shall in no way limit its responsibility to indemnify, keep and save harmless and defend the County and its officers, employees, agents and instrumentalities as herein provided.

(b) 195 South agrees to hold harmless County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, including but not limited to, damages to persons, or vehicles as a result of the use of the License Area resulting from particles or sediments caused by the operation of the Metrorail, or as a result of the ordinary and customary use of County facilities or its personnel.

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

5.3 Limitation of Liability. Without limiting the indemnity obligations set forth in Section 5.2, 195 South shall not be liable to the County for any incidental or consequential loss or damage whatsoever arising from the rights of 195 South hereunder, except to the extent caused by the gross negligence or willful misconduct of 195 South, or its employees, agents, officers, partners, members, principals, representatives, or contractors. This section does not apply to actual damage to the System caused by 195 South, or its employees, agents, officers, partners, members, principals, representatives, or contractors.

Without limiting the indemnity obligations set forth in Section 5.2, the County shall not be liable to 195 South for any incidental or consequential loss or damage whatsoever arising from the rights of the County hereunder, except to the extent caused by the gross negligence or willful misconduct of the County, its officers, employees or agents, to the extent allowed pursuant to section 768.28, Florida Statutes.

ARTICLE VI MISCELLANEOUS

6.1 Grantor's Use. It is expressly understood and agreed by the parties hereto that the County and DTPW reserve all rights of ownership in, and that the County shall be entitled to use any and all of, the License Areas owned by it for any and all purposes and Grantee rights to the License Area are subordinate and inferior to that of County's. Without limiting the generality of the foregoing sentence and notwithstanding any other section of this Agreement, the County expressly reserves the right to construct an additional elevated Metrorail line on the Transit Property with support columns located in the License Area or any other project deemed necessary by the County

6.2 No Property Rights. This Agreement does not grant Grantee any right to County property, or property rights, except as expressly provided herein, nor shall the County be

compelled to maintain any of its property any longer than, or in any other fashion than in the County's judgment, its own business or needs may require.

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

6.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement shall not limit any easement rights, obligations or encumbrances of record as of the date hereof. Subject to the preceding sentence, the parties hereto shall not be entitled to rely upon any statement, promise or representation not herein expressed with respect to the subject matter hereof. Notwithstanding, nothing herein shall be deemed to waive the requirements of the Miami-Dade Transportation and Public Works Department Adjacent Construction Safety Manual or its replacement, including any requirement that 195 South or any contractor(s) enter into a "Permit Agreement" to access any portion of the System.

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

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

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

To 195 South: c/o CMC Group, Attention: President, 1550 Biscayne Boulevard, Suite 300, Miami, Florida 33132 with a copy to Mario Garcia-Serra, Gunster, 600 Brickell Avenue, Suite 3500, Miami, FL 33131.

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

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

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

6.9 Jurisdiction and Venue. The parties hereby agree that the proper venue for any actions or proceedings pursuant to this Agreement brought by or on the behalf of any of the parties to this Agreement, shall be heard in the courts of Miami-Dade County, Florida. All parties waive any objections to the jurisdiction of said courts and hereby consent to its jurisdiction. The parties hereby waive any right they may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Agreement.

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

6.11 Continuing Control. Notwithstanding the rights to the License Area granted herein, it is specifically understood and agreed that the County reserves such access rights to the License Area as are necessary to enable the County to comply with the "continuing Control" requirements and regulations of the Federal Transit Administration ("FTA") as it relates to the operations of the Metrorail, provided such requirements and regulations do not prohibit or unreasonably restrict the rights herein granted to 195 South.

6.12 Disclaimer. It is expressly understood that Grantee is solely responsible for the personal safety of the public, its employees, invitees allowed in the License Area in connection with this Agreement as well as any and all equipment and/or personal property installed or brought into the License Area. The County shall not have any obligation to provide security with respect to or over any portion of the License Area. All persons entering on the License Area shall enter at their own risk. County shall have no liability for acts or omissions arising or connecting with this License Area, except to the extent that such acts or omissions constitute gross negligence or intentional misconduct by County to the extent allowed pursuant to section 768.28, Florida Statutes.

6.13 Further Assurances. Each of the parties agrees to execute such further and additional documents, instruments, and writings, and take further actions as may be reasonably necessary, proper, required, desirable, or convenient for the purpose of fully effectuating the terms and provisions of this Agreement.

6.14 Termination for Transportation or Public Purpose. The County reserves the right to terminate this Agreement if the County deems it necessary to use or access any part of the License Area for (i) a transportation or a public purpose or including but not limited to if any other entity seeks and obtains approval from the County and the FTA to construct and operate a recreational space, urban mobility trail and ancillary uses, public housing project, transit oriented development, and/or transit oriented repair, or reconstruction within the License Area; or (ii) the abandonment, relocation, alteration, expansion, repair, or reconstruction of the Metrorail System. However, the County shall cooperate with Grantee to attempt to find an adequate replacement License Area across Transit Property and relocate the License Area at no cost to the County. If such termination becomes necessary, the Grantee shall remove the Improvements and cease operating the License area within one hundred twenty (120) days after notification by the County. Additionally, the County shall have the right to seek injunctive relief requiring the removal of said License Area Improvements and cessation of operations and in the event the County obtains said injunctive relief, the County shall be entitled to recover from Grantee all expenses incurred by the County as a result of such failure on the part of the Grantee, including but not limited to, attorney's fees and court costs.

6.15 Grantee Waiver. Grantee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation or damages or any sort including special damages, severance damages, removal costs, or loss of business profits resulting from Grantee's loss of the use of the property specified in this License. Grantee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation or damages or any sort as set out above, as a result of Grantee's loss of use of the property, when any or all adjacent properties owned or leased by Grantee are taken by eminent domain proceedings or sold under the threat of condemnation. This waiver and relinquishment applies whether this agreement is still in existence on the date of taking or sale or have been terminated prior thereto.

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

6.17 Assignment. Grantee is not entitled to assign this Agreement or any portion thereof except upon written request on the part of Grantee to the County and only with the prior written consent of the County which consent shall not be unreasonably withheld, conditioned or delayed. The foregoing restriction on assignment shall not be applicable to:

(a) The assignment of this Agreement to another entity which has the same ultimate beneficial ownership as 195 South;

(b) The assignment of this Agreement to a mortgagee which has assumed ownership pursuant to an action for foreclosure; or

(c) The assignment of this Agreement to a successor owner of the 195 South Property.

6.18 Event(s) of Default. It shall be an “Event of Default” if either party fails to keep, observe or perform any of its obligations or duties imposed upon it under this Agreement and such failure shall continue for a period of thirty (30) days after receipt of written notice thereof from to the defaulting party setting forth with reasonable specificity the nature of the alleged breach; or in the case of any such default or contingency which cannot, with due diligence and in good faith, be cured within thirty (30) days, the defaulting party fails within said thirty (30) day period to promptly and with due diligence and in good faith commence to pursue curing said default to completion within such reasonable period not to exceed one hundred eighty (180) days. The thirty (30) day period to cure an Event of Default does not apply to conditions affecting the safety of County facilities, the Metrorail System, bicycle paths, urban mobility trails, operations, parking or access.

6.19 Failure to Cure Default. If an Event of Default of either party shall occur, the non-defaulting party, at any time after the periods set forth in Section 6.18 above and the defaulting party has failed to cure such Event of Default within such applicable period, shall have the following rights and remedies, which are cumulative and in addition to any and all other remedies, in law or in equity, that the non-defaulting party may have against the defaulting party, the non-defaulting party shall be entitled to:

- (a) to sue the defaulting party for all damages, costs and expenses arising from the defaulting party committing an Event of Default hereunder and to recover all such damages and costs;
- (b) to restrain, by injunction, the commission of or attempt or threatened commission of an Event of Default and to obtain a decree specifically compelling performance of any such term or provision of this Agreement; and
- (c) to terminate any and all obligations that the non-defaulting party may have under this Agreement, in which event the non-defaulting party shall be released and relieved from any and all liability under this Agreement from and after the date of such termination, except for those that expressly survive termination herein.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have executed this License Agreement under seal as of the day and year written above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor:

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

Name: _____

By: _____

Name:

Title:

Name: _____

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Harvey Ruvin, Clerk

By: _____

Name:

Title:

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

The foregoing License Agreement was acknowledged before me this ____ day of _____, 2022, by _____, who is the _____ of **MIAMI-DADE COUNTY** and who is personally known to me.

Print Name: _____
Notary Public, State of Florida

My Commission Expires:

[NOTARIAL SEAL]

EXHIBIT "A"

Legal Description of 195 South Property

PARCEL 1:

LOTS 17 THROUGH 22, INCLUSIVE, AMENDED PLAT OF COCONUT GROVE WAREHOUSE CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 66, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, TOGETHER WITH:

LOTS 23, 24, 25, 26 AND 27 OF THE AMENDED PLAT OF COCONUT GROVE WAREHOUSE CENTER, PLAT BOOK 25, PAGE 66, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PORTIONS THEREOF:

BEGIN AT THE MOST EASTERLY CORNER OF LOT 17 OF THE SAID AMENDED PLAT OF COCONUT GROVE WAREHOUSE CENTER, THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF THE SAID LOT 17 FOR A DISTANCE OF 14.50 FEET TO THE INTERSECTION THEREOF WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 5; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 5 AND ALONG A LINE PARALLEL TO THE SOUTHEASTERLY LINE OF LOTS 17 THROUGH 27 FOR A DISTANCE OF 234.81 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF STATE ROAD 5 AND ALONG SAID CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1867.58 FEET THROUGH A CENTRAL ANGLE FOR 00 DEGREES, 28 MINUTES, 20 SECONDS FOR AN ARC DISTANCE OF 15.39 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE SAID LOT 27 AND A POINT OF COMPOUND CURVE; THENCE CONTINUE SOUTHWESTERLY ALONG A CIRCULAR CURVE HAVING A RADIUS OF 25 FEET THROUGH A CENTRAL ANGLE OF 89 DEGREES 31 MINUTES 40 SECONDS FOR AN ARC DISTANCE OF 39.06 FEET TO THE END OF SAID CURVE AND A POINT OF THE SOUTHWESTERLY BOUNDARY OF THE SAID LOT 27; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY OF THE SAID LOT 27 FOR A DISTANCE OF 39.29 FEET TO THE MOST SOUTHERLY CORNER OF THE SAID LOT 27; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY BOUNDARY OF THE SAID LOTS 27 THROUGH 17 FOR A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING. ALSO LESS THE FOLLOWING DESCRIBED PORTION OF THE SAID LOT 27: BEGIN AT A POINT ON THE SOUTHWESTERLY BOUNDARY OF THE SAID LOT 27, SAID POINT BEING LOCATED 69.72 FEET NORTHWESTERLY OF THE MOST SOUTHERLY CORNER OF THE SAID LOT 27, SAID POINT ALSO BEING THE BEGINNING OF A CIRCULAR CURVE TO THE RIGHT WHICH IS TANGENT TO THE SOUTHWESTERLY BOUNDARY OF SAID LOT 27 AT THE POINT BEGINNING; THENCE NORTHWESTERLY ALONG SAID CIRCULAR CURVE HAVING A RADIUS OF 250 FEET THROUGH A CENTRAL ANGLE OF 25 DEGREES 50 MINUTES 29 SECONDS FOR AN ARC DISTANCE OF 112.75 FEET TO THE MOST NORTHERLY CORNER OF THE SAID LOT 27; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY BOUNDARY OF LOT 27 FOR A DISTANCE OF 25.123 FEET TO THE MOST WESTERLY CORNER OF LOT 27; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY BOUNDARY OF SAID LOT 27 FOR A DISTANCE OF 112.25 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

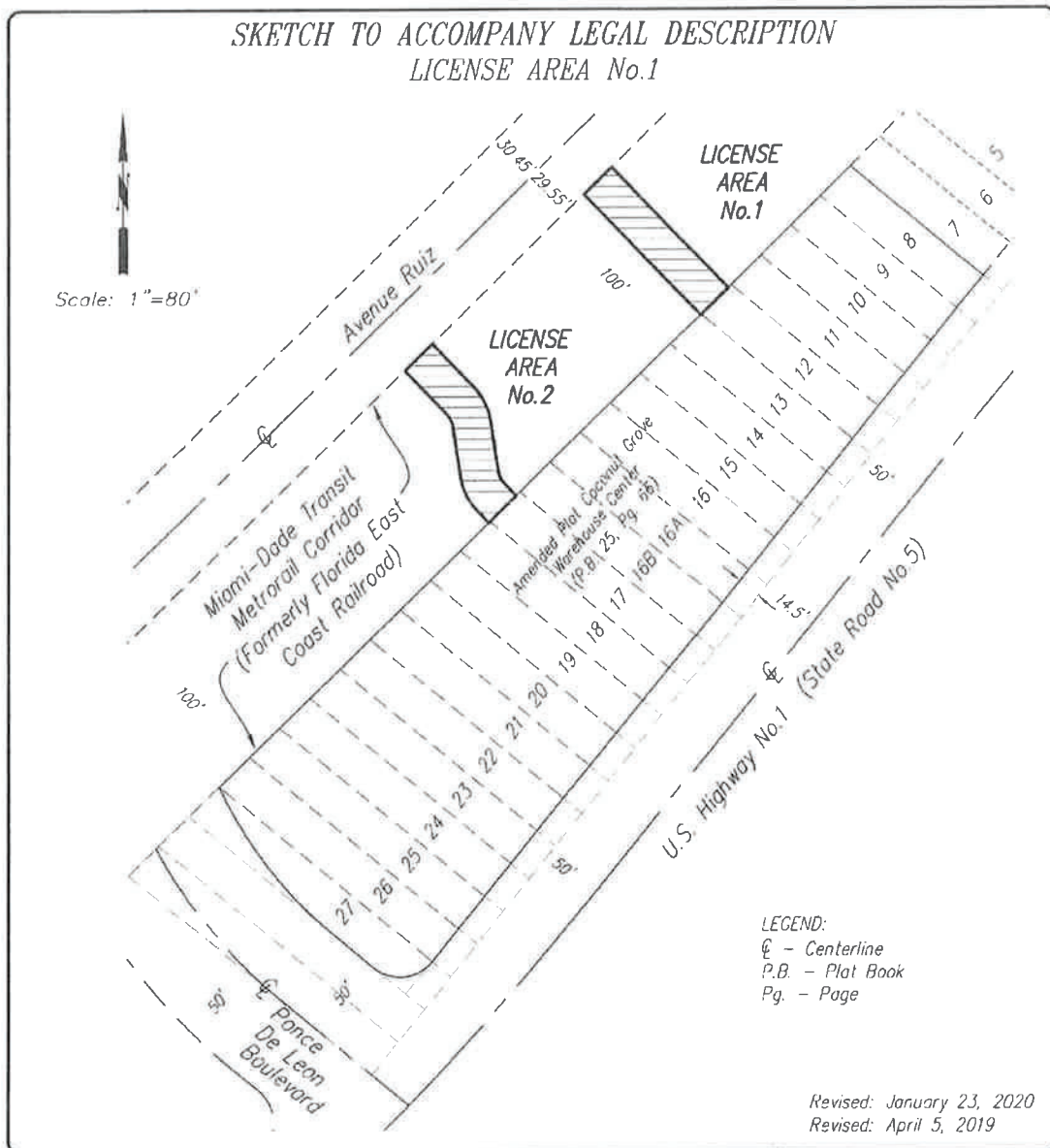
LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16 AND 16A, AND 16B, OF AMENDED PLAT OF COCONUT GROVE WAREHOUSE CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 66, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE FOLLOWING:

A PARCEL OF LAND FOR THE RIGHT-OF-WAY OF STATE ROAD NO.5, BEING ALL THAT PART OF LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 16A AND 16B, OF AMENDED PLAT OF COCONUT GROVE WAREHOUSE CENTER, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 25, PAGE 66, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING SOUTHEASTERLY OF A LINE WHICH IS 14.5 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16, 16A AND 16B.

EXHIBIT “B”

License Area(s)

[See following pages]



Schwebke-Shiskin & Associates, Inc. (LB-87)
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS
 3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 DADE: (305) 652-7010 BROWARD: (954) 435-7010 FAX: (305) 652-8284

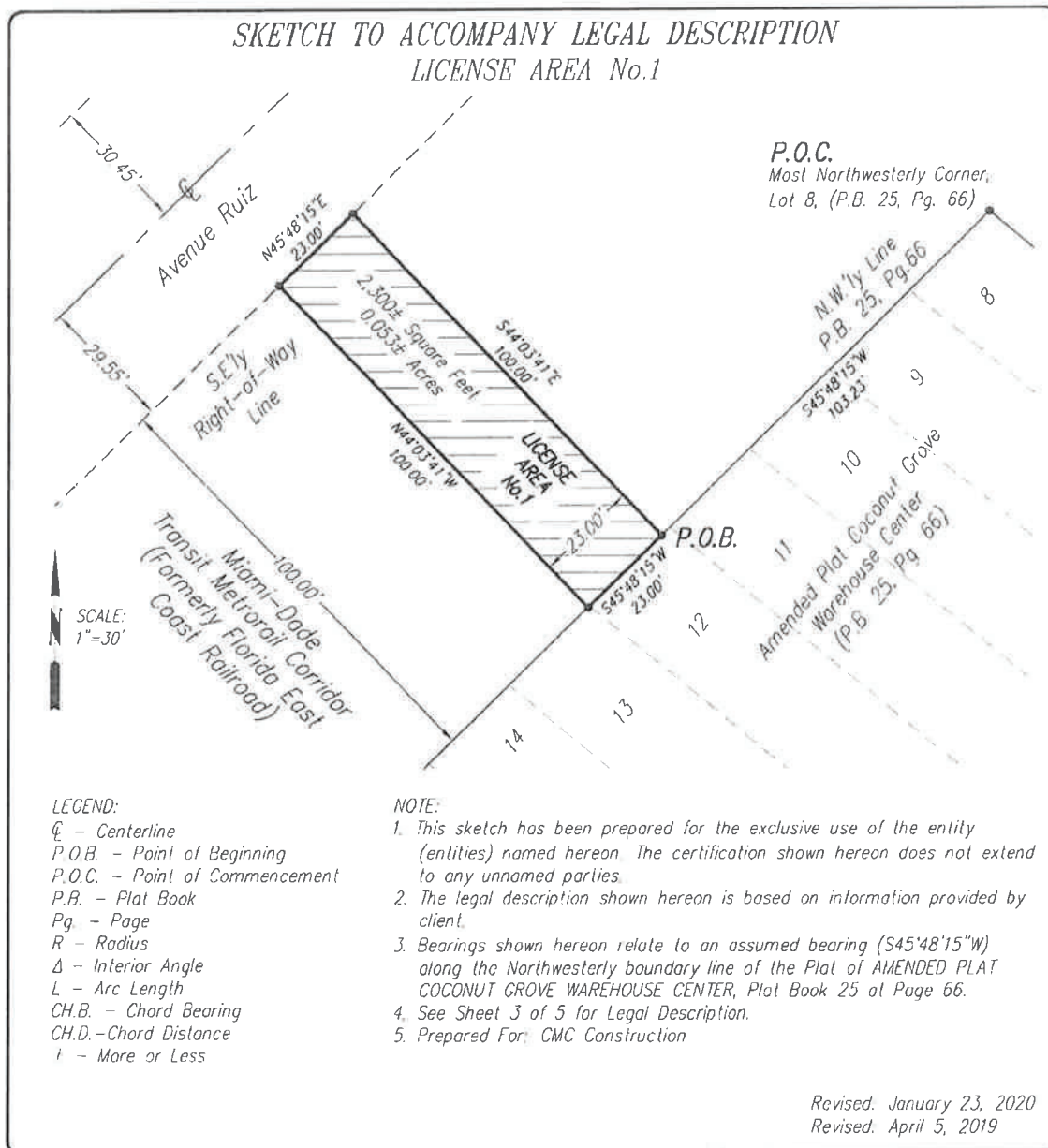
THIS IS NOT A "LAND SURVEY."

ORDER NO.: 209703
 DATE: JAN. 16, 2019
 SHEET 1 OF 5 SHEET(S) F.B.: N.A.

PREPARED UNDER MY SUPERVISION:

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

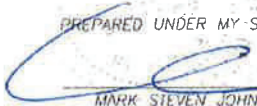
K:\205441\JACUAR LAND ROVER\SKETCH LEGAL\dwg\Access Easements on Ruiz Ave-Revised 20190105.dwg, 1/23/2020 5:57:39 AM



Schwebke - Shiskin & Associates, Inc. (LB-87)
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS
 3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 DADE: (305) 652-7010 BROWARD: (954) 435-7010 FAX: (305) 652-8284

THIS IS NOT A "LAND SURVEY."
 SHEET 2 OF 5 SHEET(S)

ORDER NO.: 209703
 DATE: JAN. 16, 2019
 F.D.: N.A.

PREPARED UNDER MY SUPERVISION:

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

K:\205441\JAGUAR LAND ROVER\SKETCH LEGAL\dwg\Access Easements on Ruiz Ave-Revised 701804C5.dwg, 1/23/2020 9:57:40 AM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
LICENSE AREA No.1

LICENSE AREA No.1
LEGAL DESCRIPTION:

A parcel of land within the Miami-Dade Transit Metrorail Corridor (formerly Florida East Coast Railroad Right-of-Way) lying generally North of Ponce De Leon Boulevard, West of U.S. Highway No. 1 (State Road No. 5) and East of Avenue Ruiz in the City of Coral Gables, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Most Northwestern corner of Lot 8, AMENDED PLAT COCONUT GROVE WAREHOUSE CENTER, according to the Plat thereof, as recorded in Plat Book 25 at Page 66, of the Public Records of Miami-Dade County, Florida; thence run South 45°48'15" West, along the Northwestern boundary line of the said Plat of AMENDED PLAT COCONUT GROVE WAREHOUSE CENTER, for a distance of 103.23 feet to the POINT OF BEGINNING of the following described License Area No.1; thence continue South 45°48'15" West, along the last described course, for a distance of 23.00 feet to a point; thence run North 44°03'41" West for a distance of 100.00 feet to a point on the Southeasterly Right-of-Way line of Avenue Ruiz; thence run North 45°48'15" East, along the said Southeasterly Right-of-Way line of Avenue Ruiz, for a distance of 23.00 feet to a point; thence run South 44°03'41" East for a distance of 100.00 feet to the POINT OF BEGINNING.

Said License Area No.1 contains 2,300 square feet, more or less, or 0.053 acres, more or less.

Said License Area No.1 lying and being in the Northeast One-Quarter (N.E. 1/4) of Section 20, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida.

NOTE:

1. This sketch has been prepared for the exclusive use of the entity (entities) named hereon. The certification shown hereon does not extend to any unnamed parties.
2. The legal description shown hereon is based on information provided by client.
3. Bearings shown hereon relate to an assumed bearing (S45°48'15"W) along the Northwestern boundary line of the Plat of AMENDED PLAT COCONUT GROVE WAREHOUSE CENTER, Plat Book 25 at Page 66.
4. See Sheets 1 and 2 of 5 for Sketch To Accompany Legal Description.
5. Prepared For: CMC Construction

Revised: January 23, 2020
Revised: April 5, 2019

Schwebke - Shiskin & Associates, Inc.

(LB-87)

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 DADE: (305) 652-7010 BROWARD: (954) 415-7010 FAX: (305) 652-8284

THIS IS NOT A "LAND SURVEY"

ORDER NO. 209703

DATE: JAN. 16, 2019

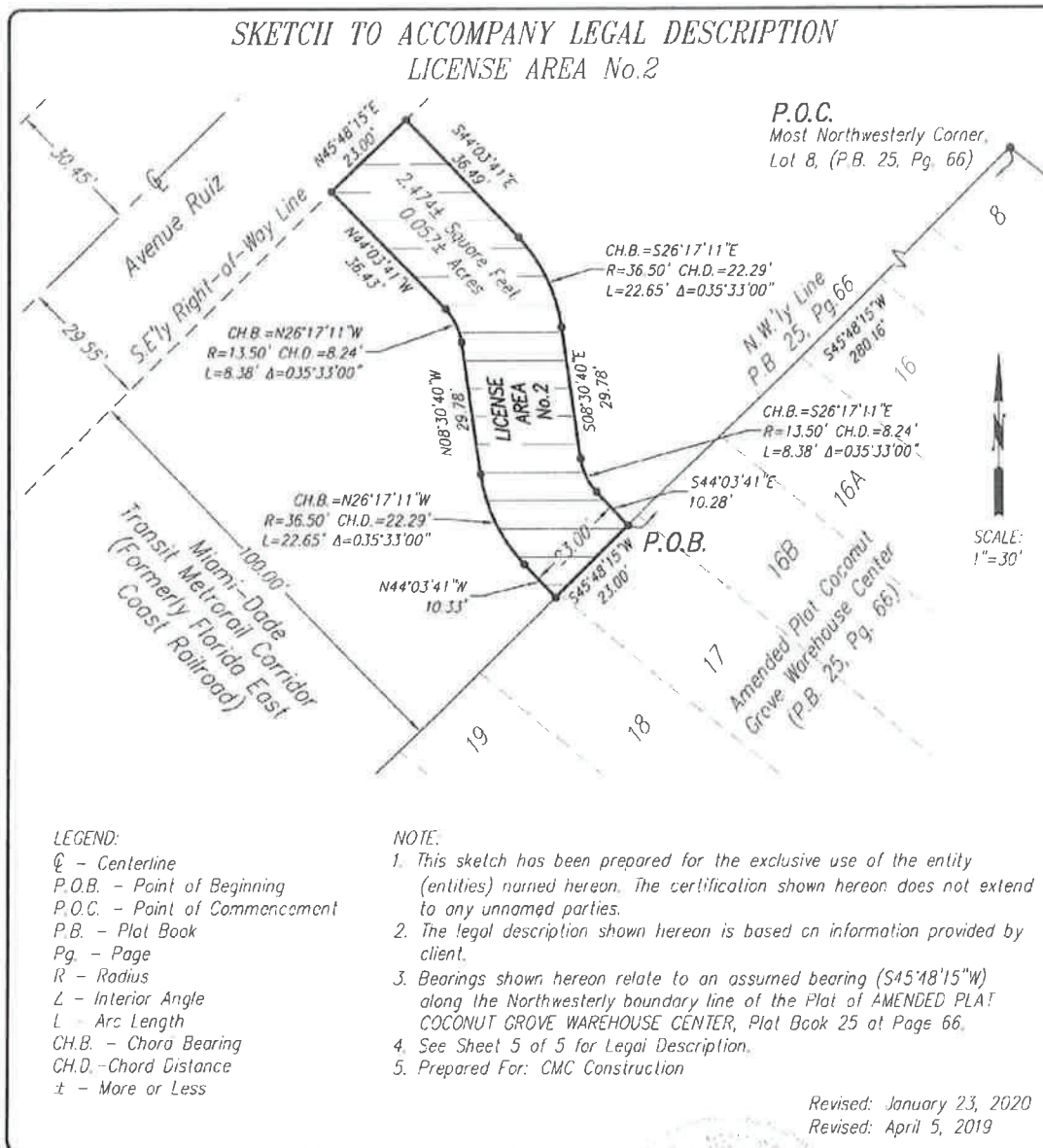
SHEET 3 OF 5 SHEET(S)

F.B.: N.A.

PREPARED UNDER MY SUPERVISION:

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

K:\205441\JAGUAF LAND ROVER\SKETCH\LEGAL\dwg\Access Easement\on Ru7 Ave\Revised 20190405.dwg 1/23/2020 9:57:40 AM



Schwebke-Shiskin & Associates, Inc. (LB-87)
 LAND SURVEYORS • ENGINEERS • LAND PLANNERS
 3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 DADE (305) 652-7010 BROWARD (954) 432-7010 FAX (305) 652-8284

THIS IS NOT A "LAND SURVEY." ORDER NO.: 209703
 DATE: JAN. 16, 2019
 SHEET 4 OF 5 SHEET(S) F.B.: N.A.

PREPARED UNDER MY SUPERVISION
 MARK STEVEN JOHNSON, PRINCIPAL
 FLORIDA PROFESSIONAL LAND SURVEYOR NO. 4775

K:\205441\JAGLAR LAND ROVER\SKETCH LEGAL\dwg\Access Easements on Ruiz Ave-Revised 120190405.dwg, 1/23/2020 9:57:41 AM

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

LICENSE AREA No.2

LICENSE AREA No.2

LEGAL DESCRIPTION:

A parcel of land within the Miami-Dade Transit Metrorail Corridor (formerly Florida East Coast Railroad Right-of-Way) lying generally North of Ponce De Leon Boulevard, generally West of U.S. Highway No. 1 (State Road No.5) and generally East of Avenue Ruiz in the City of Coral Gables, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Most Northwestern corner of Lot 8, AMENDED PLAT COCONUT GROVE WAREHOUSE CENTER, according to the Plat thereof, as recorded in Plat Book 25 at Page 66, of the Public Records of Miami-Dade County, Florida; thence run South 45°48'15" West, along the Northwestern boundary line of the said Plat of AMENDED PLAT COCONUT GROVE WAREHOUSE CENTER, for a distance of 280.16 feet to the POINT OF BEGINNING of the following described License Area No.2; thence continue South 45°48'15" West, along the last described course, for a distance of 23.00 feet to a point; thence run North 44°03'41" West for a distance of 10.33 feet to a Point of Curvature of a circular curve concave to the Northeast; thence run Northwesternly along the arc of said curve to the right, having a radius of 36.50 feet, a central angle of 35°33'00", a chord length of 22.29 feet along a chord bearing of North 26°17'11" West, for an arc distance of 22.55 feet to a Point of Tangency; thence run North 08°30'40" West for a distance of 29.78 feet to a Point of Curvature of a circular curve concave to the Southwest; thence run Northwesternly along the arc of said curve to the left, having a radius of 13.50 feet, a central angle of 35°33'00", a chord length of 8.24 feet along a chord bearing of North 26°17'11" West, for an arc distance of 8.38 feet to a Point of Tangency; thence run North 44°03'41" West for a distance of 36.43 feet to a point on the Southeastly Right-of-Way line of Avenue Ruiz; thence run North 45°48'15" East, along the last described course, for a distance of 23.00 feet to a point; thence run South 44°03'41" East for a distance of 36.49 feet to a Point of Curvature of a circular curve concave to the Southwest; thence run Southeastly along the arc of said curve to the right, having a radius of 36.50 feet, a central angle of 35°33'00", a chord length of 22.29 feet along a chord bearing of South 26°17'11" East, for an arc distance of 22.65 feet to a Point of Tangency; thence run South 08°30'40" East for a distance of 29.78 feet to a Point of Curvature of a circular curve concave to the Northeast; thence run Southeastly along the arc of said curve to the left, having a radius of 13.50 feet, a central angle of 35°33'00", a chord length of 8.24 feet along a chord bearing of South 26°17'11" East, for an arc distance of 8.38 feet to a Point of Tangency; thence run South 44°03'41" East for a distance of 10.28 feet to the POINT OF BEGINNING.

Said License Area No.2 contains 2,474 square feet, more or less, or 0.057 acres, more or less.

Said License Area No.2 lying and being in the Northeast One-Quarter (N.E. 1/4) of Section 20, Township 54 South, Range 41 East, City of Coral Gables, Miami-Dade County, Florida.

NOTE:

1. This sketch has been prepared for the exclusive use of the entity (entities) named hereon. The certification shown hereon does not extend to any unnamed parties.
2. The legal description shown hereon is based on information provided by client.
3. Bearings shown hereon relate to an assumed bearing (S45°48'15"W) along the Northwestern boundary line of the Plat of AMENDED PLAT COCONUT GROVE WAREHOUSE CENTER, Plat Book 25 at Page 66.
4. See Sheets 1 and 4 of 5 for Sketch To Accompany Legal Description.
5. Prepared For : CMC Construction

Revised: January 23, 2020

Revised: April 5, 2019

Schwebke - Shiskin & Associates, Inc.

(LB-87)

LAND SURVEYORS • ENGINEERS • LAND PLANNERS

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

THIS IS NOT A "LAND SURVEY."

ORDER NO. 209703

DATE: JAN. 15, 2019

SHEET 5 OF 5 SHEET(S)

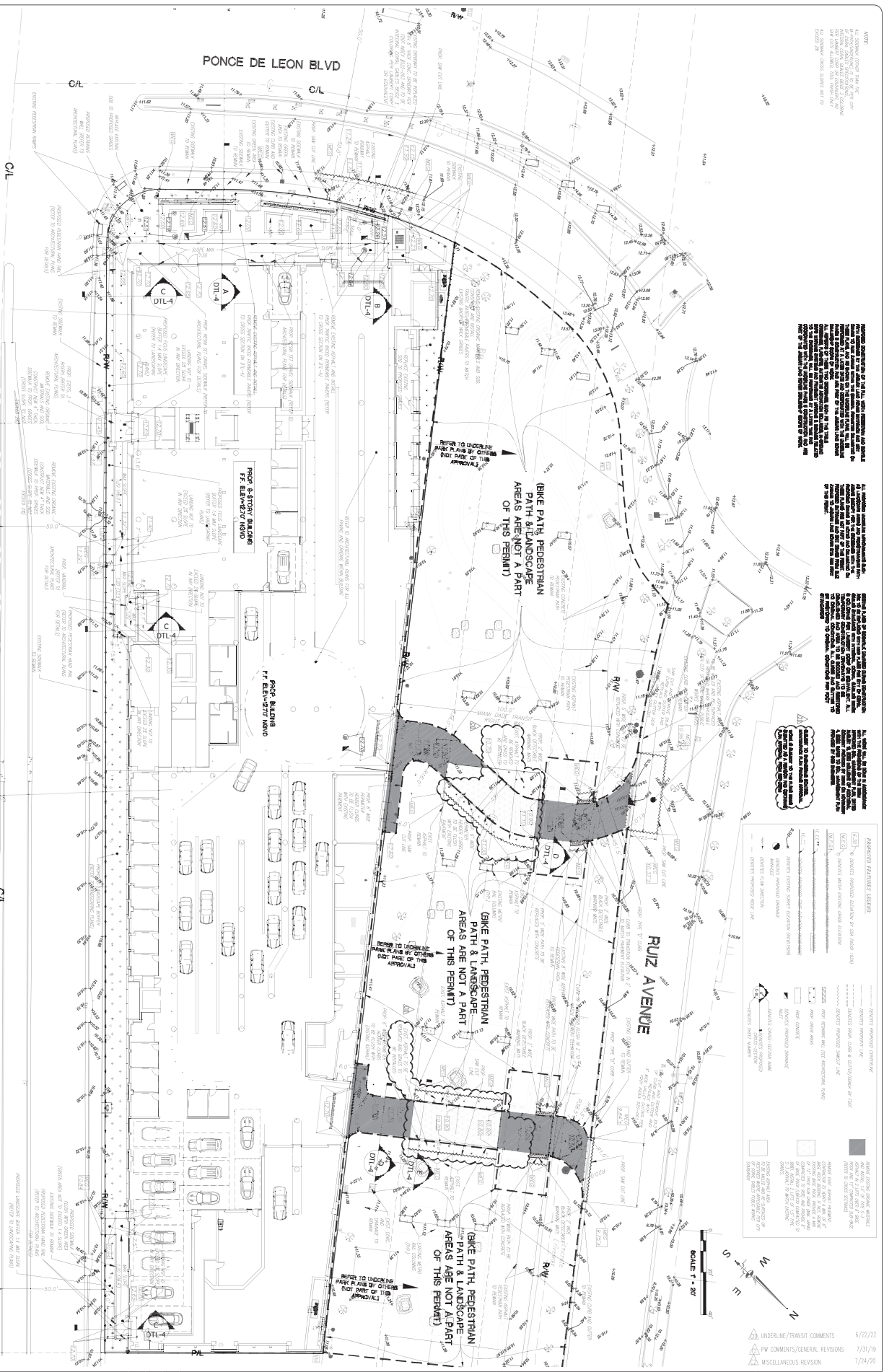
F.B.: N.A

PREPARED UNDER MY SUPERVISION

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

K:\2015\4411\JAGUAR LAND ROVER\SKETCH LEGAL\dwg\Access Easements on Ruiz Ave-Revised 20190405.dwg, 1/23/2020 9:57:42 AM

EXHIBIT "C" - Site Plan



NOTE:
ALL PROPOSED ELEVATIONS
SHOWN REFER TO NGVD 83/89
DATUM

SOUTH DIXIE HIGHWAY

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JAGUAR LAND ROVER

PAVING GRADING AND DRAINAGE FACILITIES

PAVING AND GRADING

CITY OF CORAL GABLES, FLORIDA

SECTION 20, TOWNSHIP 54, RANGE 41

Schwelbe-Shiskin & Associates

LAND SURVEYORS - CIVIL ENGINEERS - LAND PLANNERS

CARB7

3240 CORPORATE WAY, MIRAMAR, FL 33025

TEL: (954)435-7010

FAX: (954)438-3288

REVISIONS	
DESCRIPTION	DATE
MISCELLANEOUS REVISION	6/22/22
MISCELLANEOUS REVISION	9/20/21
ROADWAY DESIGN	2/11/21
MISCELLANEOUS REVISIONS	2/15/22
MISCELLANEOUS REVISIONS	4/18/22
UNDERLINE/TRANSIT COMMENTS	4/19/22

DESIGNED BY: M.D.

DRAWN BY: M.D.

CHECKED BY: M.D.

DATE: 4/25/22

FILE NO.: A15690

SHEET NAME: PD-1

SHEET OF 17

DATE: 4/25/22

DATE: 4/25/22

DATE: 4/25/22