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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 11(A)(25)

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

DATE: November 15, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving, subject to conditions precedent, amendment to the easement agreement between Miami-Dade County and Ludlam Trail Towers, LLC ("Developer") over two non-contiguous privately-owned parcels located along the Ludlam Trail (or theoretical SW 69th Avenue) and the north and south sides of Coral Way ("easement areas") to remove requirement that Developer fund the construction of the pedestrian bridge over Coral Way in exchange for conveyance from developer to the County of the improvements within the easement areas and to authorize developer to extend ramps onto County-owned property; authorizing the County Mayor to accept conveyance of improvements upon final completion with an annual estimated maintenance cost of $90,050.00; subject to conditions precedent, authorizing County Mayor to execute amendment to easement and to exercise all provisions contained therein

Resolution No. R-1136-22

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.

For
Geri Bonzon-Keenan
County Attorney

GBK/ks

MEMORANDUM
(Revised)

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

DATE: November 15, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(25)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(25)
11-15-22

RESOLUTION NO. R-1136-22

RESOLUTION APPROVING, SUBJECT TO CONDITIONS PRECEDENT, AMENDMENT TO THE EASEMENT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND LUDLAM TRAIL TOWERS, LLC ("DEVELOPER") OVER TWO NON-CONTIGUOUS PRIVATELY-OWNED PARCELS LOCATED ALONG THE LUDLAM TRAIL (OR THEORETICAL SW 69TH AVENUE) AND THE NORTH AND SOUTH SIDES OF CORAL WAY ("EASEMENT AREAS") TO REMOVE REQUIREMENT THAT DEVELOPER FUND THE CONSTRUCTION OF THE PEDESTRIAN BRIDGE OVER CORAL WAY IN EXCHANGE FOR CONVEYANCE FROM DEVELOPER TO THE COUNTY OF THE IMPROVEMENTS WITHIN THE EASEMENT AREAS AND TO AUTHORIZE DEVELOPER TO EXTEND RAMPS ONTO COUNTY-OWNED PROPERTY; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ACCEPT CONVEYANCE OF IMPROVEMENTS UPON FINAL COMPLETION WITH AN ANNUAL ESTIMATED MAINTENANCE COST OF $90,050.00; SUBJECT TO CONDITIONS PRECEDENT, AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AMENDMENT TO EASEMENT AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, on July 19, 2017, this Board approved an amendment to the Miami-Dade County ("County") Comprehensive Development Master Plan for the Ludlam Trail Corridor District; and

WHEREAS, the Ludlam Trail Corridor District applies to an approximately 5.8-mile segment of the former Florida East Coast Railway South Little River Branch spurline that is generally 100 feet wide and extends from approximately 400 feet north of NW 7 Street to SW 80 Street and generally along theoretical NW/SW 69 Avenue, which 5.8-mile segment is commonly referred to as the Ludlam Trail; and

WHEREAS, the Ludlam Trail Corridor District breaks up the Ludlam Trail into either Recreational Trail Segments or Development Areas; and

WHEREAS, the Development Areas are located along the Ludlam Trail at SW 8th Street, Coral Way and Bird Road; and

WHEREAS, the Ludlam Trail Corridor District provides that the Ludlam Trail Recreational Trail Segments must be developed solely with recreational uses, including, but not limited to, a pedestrian and bicycle trail, parks and associated amenities, which may include but not be limited to above-grade pedestrian crossings, parking, restroom facilities, signage, benches, information and vending kiosks, recreational equipment and bicycle rental stations, and shelters, where appropriate; and

WHEREAS, further, within the Development Areas, the Ludlam Trail Corridor District provides for development of a publicly accessible trail to connect to the Recreation Trail Segments; and

WHEREAS, on September 14, 2018, this Board adopted Resolution No. R-939-18, which approved and authorized the County Mayor or County Mayor's designee to, among other things, execute contracts for sale and purchase between the County and LR 13-18, LLC and FECI LT1, LLC, two subsidiaries of Florida East Coast Industries of, essentially, the Ludlam Trail Recreational Segments, and easements through the balance of the Ludlam Trail; and

WHEREAS, on December 31, 2018, the County closed on the purchase of the Ludlam Trail; and

WHEREAS, the easement agreements granting the County and the public access through the Development Areas located on: (a) SW 8th Street and Bird Road allow the County the right to construct the pedestrian bridges over the roadways and to place the bridge support structures on the private property within the Development Areas; and (b) Coral Way, required the private developer to construct the pedestrian bridge over Coral Way; and

WHEREAS, all of the easement agreements require the developers to construct and maintain the trail improvements and ramps for the pedestrian bridges solely on their property within the easement areas at their respective costs; and

WHEREAS, the Coral Way easement located over two non-contiguous, privately-owned parcels along theoretical SW 69th Avenue and north and south of Coral Way ("Coral Way Easement") is the only easement that requires the private developer to construct and fund the construction of the pedestrian bridge; and

WHEREAS, the private developer for the Development Areas along Coral Way is Ludlam Trail Towers, LLC ("Developer") and the Developer is the only entity constructing elderly affordable housing and a publicly accessible community center along the Ludlam Trail; and

WHEREAS, the pedestrian bridge over Coral Way is designed to abut the affordable housing development and the County's bridge engineers have advised that for safety, logistics and economic reasons, it is logical and in the best interest of the public that the pedestrian bridge-spanning over Coral Way be developed, designed and constructed by the Developer to ensure design cohesion and symmetry among the pedestrian bridge over Coral Way and the affordable housing development and, most importantly, the highest level of safety for both pedestrians and cyclists using the bridges as well as for the motorists traveling beneath them; and

WHEREAS, accordingly, this Board approved Resolution No. R-347-22 (File No. 212969) on April 5, 2022 to direct the County Mayor or County Mayor's designee to negotiate an amendment with Developer for the Coral Way Easement to remove the requirement that the Developer fund the construction of the pedestrian bridge over Coral Way and instead require the County to fund the construction of the pedestrian bridge span over Coral Way in exchange for the

conveyance from the Developer to the County of fee simple ownership of the improvements within the Coral Way Easement and any necessary easement rights over Developer's other property that is necessary for the County to operate and maintain the easement improvements and the pedestrian bridge; and

WHEREAS, Developer has agreed to grant the County the necessary non-exclusive easements over the Developer's property ("Developer easement areas") to allow the County to access, inspect and maintain the improvements within the Coral Way Easement but the legal description and survey of such Developer easement areas still needs to be finalized and approved by the parties based on the sketches provided by Developer; and

WHEREAS, because of the narrow width of the development node surrounding Coral Way and the easement area, the Developer has also requested, and the County has agreed, that it be permitted to construct a portion of the ramps for the pedestrian trail and the pedestrian bridge onto a small portion of County-owned land on the northern and southern boundaries of the Coral Way node; and

WHEREAS, in addition to the amendments to the Coral Way easement negotiated by the Developer and the County, the County and the Developer are negotiating a development agreement to allow the Developer to construct, and the County to pay, for a pedestrian bridge over Coral Way in accordance with the standards and criteria set forth by the Department of Transportation and Public Works ("bridge development agreement"); and

WHEREAS, the final negotiation, approval by this Board and execution of the bridge development agreement is a condition precedent to the approval and execution of the amendment to the Coral Way easement attached hereto as Exhibit "A"; and

WHEREAS, further, another condition precedent to the approval and execution of the amendment to the Coral Way easement is the consultation with the Florida Department of Transportation ("FDOT") regarding such amendments in accordance with, and as required by, the interlocal agreement between the County and FDOT approved by this Board on July 19, 2022 pursuant to Resolution No. R-695-22,

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

Section 1. Approves the foregoing recitals and incorporates them into this resolution.

Section 2. Subject to the conditions precedent, (a) approves the amendment to the easement agreement between the County and Developer for the Coral Way Easement in substantially the form attached hereto and made a part hereof as Exhibit "A" (the "amendment"), (b) authorizes the County Mayor or County Mayor's designee to accept conveyance of the easement improvements within the Coral Way Easement upon final completion thereof with an estimated annual maintenance cost of $90,050.00 to be funded by the countywide general fund, and (c) authorizes the County Mayor or County Mayor's designee to execute the amendment and to exercise all provisions contained therein. For purposes of this section 2, "conditions precedent" shall be the (1) final negotiation and approval by the County and the Developer of Exhibit "G" to the amendment to depict the Developer easement areas, (2) final negotiation and approval by this Board and execution of a development agreement between Developer and the County for the construction of the pedestrian bridge over Coral Way, and (3) consultation with FDOT regarding the amendment.

Section 3. This Board directs, pursuant to Resolution No. R-974-09, the County Mayor or County Mayor's designee to record the amendment approved herein in the public records of the County and provide a recorded copy to the Clerk of the Board within 30 days of execution, and further directs the Clerk of the Board to permanently store the recorded copy together with this resolution.

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

Jose "Pepe" Diaz, Chairman **aye**
Oliver G. Gilbert, III, Vice-Chairman **aye**

Sen. René García	**aye**	Keon Hardemon	**aye**
Sally A. Heyman	**aye**	Danielle Cohen Higgins	**absent**
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 15th day of November, 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. MRP

Monica Rizo Perez

This instrument was prepared by:

Name: Alejandro J. Arias, Esq.
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3300
Miami, Florida 33131

(Space reserved for Clerk of Court)

AMENDED AND RESTATED PERPETUAL EASEMENT, AND DEVELOPMENT AGREEMENT

THIS AMENDED AND RESTATED PERPETUAL EASEMENT AND DEVELOPMENT AGREEMENT (this "**Restated Agreement"**) is made as of the ___ day of _____, 2022, ("Effective Date") by and between **LUDLAM TRAIL TOWERS, LLC**, a Florida limited liability company, its successors and/or assigns ("**LTT**"), and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, its successors and/or assigns (the "**County**").

W-I-T-N-E-S-S-E-T-H:

WHEREAS, the County owns and/or has an ownership interest in certain portions of real property in Miami-Dade County, Florida, more particularly described on *Exhibit "A"* attached hereto and made a part hereof (the "**County's Trail Property**"), and which extends, non-contiguously, from SW 80th Street to NW 7th Street (the "**Trail Limits**"), as depicted on the map attached hereto as *Exhibit "B"*, and made part hereof, and the County seeks to create an uninterrupted, continuous trail (the "**Ludlam Trail**" or the "**Shared Use Trail**") upon the County's Trail Property and portions of other real property within the Trail Limits for the use of the Shared Use Trail by the County and the public for the Trail Use (as hereinafter defined); and

WHEREAS, LTT owns two (2) non-contiguous parcels of real property in Miami-Dade County, Florida, located within the Trail Limits, said real property being more particularly described on *Exhibit "C"* attached hereto and made a part hereof (the "**LTT's Trail Parcel**") and which LTT's Trail Parcel is divided by the public right of way known as S.W. 24th Street or Coral Way (the "**Public Road**"); and

WHEREAS, on November 18, 2018, the predecessor in ownership to LTT and prior owner of LTT's Trail Parcel granted, and the County purchased, a perpetual and exclusive easement in favor of the County on, over, through, and upon a portion of LTT's Trail Parcel for public Trail Use; and

WHEREAS, said perpetual easement for the Easement Area was recorded on January 2, 2019, in Official Records Book 31275, Pages 3855 – 3888 of the Public Records of Miami-Dade County, Florida (the "**Original Easement**"); and

WHEREAS, the County and LTT desire to amend and restate the Original Easement to revise and relocate the legal description of the area over which the LTT is granting an easement to

the County, and such easement area shall consist of the real property more particularly described on *Exhibit "D"* attached hereto and made a part hereof (the "**Easement Area**") to provide, as further set forth in this Restated Agreement, for the perpetual continuous public access within the LTT's Trail Parcel and for the maintenance of the Easement Improvements constructed therein; and

WHEREAS, the parties further desire to enter into this Restated Agreement to revise and amend and further delineate the responsibilities between the parties related to the grants of easement, construction, maintenance, repair, replacement, responsibility, and conveyance of the Easement Improvements (as described in Section 3, below) and certain Shared Use Trail improvements; and

NOW, THEREFORE, in consideration of the conditions, covenants and mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and LTT desire to amend and restate the Original Easement as follows:

1. Recitals; Title to Easement Area. The foregoing recitals are incorporated as if fully set forth herein. LTT hereby represents and warrants to the County that it owns the Easement Area in fee simple and that the Easement Area is free and clear of any liens, mortgages, easements, and leases, as well as free from all restrictions, easements or other encumbrances that would compromise the County's ability to exercise any of its rights or enforce any of LTT's obligations hereunder. LTT further represents, warrants, and covenants to the County that it shall not encumber or permit the encumbrance of the Easement Area with any liens, mortgages, leases, and easements or third party agreements and it shall not allow any restrictions or encumbrances on the Easement Area beyond those that existed as of the date of the Original Easement, unless such encumbrances, liens, mortgages, leases, easements, agreements, and restrictions are subordinate to the rights of the County to the Easement Area. Notwithstanding the foregoing, the parties hereto acknowledge and agree that nothing herein shall hinder, in any manner whatsoever, LTT's ability to obtain future financing secured by a mortgage of LTT's fee simple interest in the land more specifically described in Exhibit "D" provided that any and all such mortgages remain subordinate to the rights of the County to the Easement Area set forth in this Agreement and the County's ownership of the Easement Improvements. As part of any financing that is to be secured in whole or in part by the land described in Exhibit "D", LTT shall cause its lenders to execute written and recorded acknowledgement that their interests are subordinate to this Restated Easement and shall provide the County with a copy thereof.

2. Grants of Easement for Easement Area and for Access through LTT's Trail Parcel.

A. LTT hereby grants, subject to the terms and conditions of this Restated Agreement:

(i) a perpetual and exclusive easement in favor of the County on, over, through, above, below and upon the Easement Area legally described and identified and shown in *Exhibit "D"* attached hereto for the benefit of and use by the County and the public

for Trail Use (as such term is defined herein), provided, however, that LTT and its successors, assignees, tenants, and invitees shall be permitted to use the Easement Area in the manner reserved to LTT in Section 6 of this Restated Agreement; and

(ii) a perpetual and non-exclusive easement in favor of the County on, over, through, and upon the parking area (which parking area is more particularly described on *Exhibit "G"* attached hereto and made a part hereof) located on LTT's Trail Parcel (the "**Maintenance Access Easement Area**") for the benefit of and use by the County and its licensees, contractors, agents, successor and assigns ("**County-affiliated Entities**") for the purpose of accessing the Easement Area to exercise all of its Trail Use rights set forth in 2.B(ii) and 2.B(iii) below. LTT acknowledges and agrees that LTT will provide, in perpetuity, the County with access through the LTT's Trail Property (substantially in the form of the entrance driveways and pavement areas depicted in the Final Plans, as defined below) in order to allow the County the ability to drive over, across and through such areas in order to undertake all inspections, repairs, maintenance, and work on the Easement Improvements and Pedestrian Bridge as otherwise set forth in this section 2.A(ii). In order to exercise the County's Trail Use rights set forth in 2.B(ii) and 2.B(iii) below, the County's non-exclusive easement rights to access and use the Maintenance Access Easement Area shall include the right to temporarily close a portion of the parking located on LTT's Trail Parcel to be used by the County and/or County-affiliated Entities for maintenance, construction staging or inspection staging for the Easement Improvements, the Pedestrian Bridge (defined below) or Easement Area, provided, however, that any such closure shall be coordinated in such a manner as to minimize the impact on the operation of the LTT's Improvements (as defined below). Except in the case of an emergency, the County will provide at least fourteen (14) days advance, written notice to LTT of its need to access and/or temporarily close a portion of the parking on LTT's Trail Parcel for construction staging or inspection staging for construction, inspection, maintenance and repair of the Easement Improvements, the Pedestrian Bridge or Easement Area and any parking space closure associated therewith shall include only the minimum number of parking spaces, as determined to be reasonably necessary in the professional judgment of the County, necessary to complete such work and access shall be maintained to the unaffected portions of the Maintenance Access Easement Area and the buildings located on the LTT Trail Parcel. The County shall use reasonable, good faith efforts to coordinate the timing, sequence and activities of its construction and/or inspection work with LTT in order to minimize, to the extent practicable, disruption to the other improvements upon and occupants/users of LTT's Trail Parcel. If any closure of the Maintenance Access Easement Area is reasonably anticipated to exceed twenty-four (24) hours, then, except in the case of an emergency, the parties shall work in good faith to establish a plan prior to any such closure to minimize the impact on the residents of the LTT's Trail Parcel. including identification of off-site locations for construction mobilization, if possible and where reasonable. In the event of emergencies, the County shall be permitted to take all actions necessary to preserve and safeguard, persons and property. Notwithstanding any other

provision in this Restated Agreement to the contrary, (x) LTT shall have the rights to access the Easement Area to construct the Easement Improvements (as such term is defined in Section 3 below) and the Pedestrian Bridge as specifically set forth in this Restated Agreement and the County shall not authorize public use of the Easement Area until completion of construction of the Easement Improvements and the Pedestrian Bridge and (y) LTT, and its successors, assignees, tenants, and invitees, shall retain the right to use and access the Easement Area in the manner reserved to LTT in Section 6 below.

B. As used in this Restated Agreement, "**Trail Use**" shall mean: (i) an uninterrupted trail for use by the County and the public, seven days a week, 24 hours a day (as determined in the County's sole discretion), for the purposes of non-motorized transportation and recreation, including, but not limited to, walking, running, jogging, bicycle riding, ingress and egress, and ancillary uses, each within the Easement Area; (ii) the right of the County and County-affiliated entities to erect signs within the Easement Area in connection with the Ludlam Trail, including but not limited to the name of the trail, location signs, signs identifying trail amenities or other point-of-sale, informational or public safety signs in connection with the Ludlam Trail, and signs directing ingress or egress; and (iii) following the construction of the Easement Improvements by LTT as required by this Restated Easement, the right of the County and County-affiliated Entities to inspect, test, improve, reconstruct, replace, change, repair, operate, and maintain the Easement Improvements and any other improvements within the Easement Area or for staging for inspections for or work to the Pedestrian Bridge, all as deemed desirable or necessary by the County (subject to the same requirements for construction staging and inspection staging set forth in Section 2(A) above). No work authorized pursuant to the preceding sentence shall result in a change or modification to the Easement Area that materially deviates from the Final Plans (as defined herein) without the written consent of LTT, which shall not be unreasonably withheld, delayed or conditioned; provided, however, that LTT may not object to any deviations from the Final Plans necessary to address changes in engineering standards or compliance with applicable building codes and, if LTT fails to respond to a written request from the County for approval of a change or modification to the Easement Area within sixty (60) days of delivery thereof, such change or modification shall be deemed approved.

C. The County shall be authorized to, and shall have the rights at all times, to fly drones and gather still images and videos over LTT's Trail Parcel and the Easement Areas as allowed by the Federal Aviation Administration and applicable law for inspections, monitoring and marketing.

3. <u>Easement Improvements and Pedestrian Bridge</u>.

A. <u>Timing of Easement Improvements and Pedestrian Bridge</u>.

(i) LTT shall, at its sole cost and expense and subject to the provisions set forth herein, design, construct and install, at a minimum: a) an 18-foot-wide, "hard surface", properly marked trail suitable for bicycle and pedestrian use; b) lighting at levels appropriate for Trail Use and as deemed appropriate by the entity having jurisdiction; c) other reasonable improvements, as agreed upon by the County and LTT, that are required for uninterrupted Trail Use; d) the ramps to the

elevated sections of trail and connecting to a Pedestrian Bridge in the Easement Area, and e) the approach ramps to the elevated section of trail, in those areas on the County's Trail Parcel ("**Trail Extension Areas**") located adjacent to and immediately north and south of the northern and southern boundaries, respectively, of LTT's Trail Parcel, which Trail Extension Areas are more particularly described and further defined in *Exhibit "F"*. The improvements referenced and described in section 3A(i)(a) through (e) herein shall be known as the **"Easement Improvements"**. For purposes of clarity, the Easement Improvements shall include those improvements located in the Easement Area and the County's Trail Parcel, including the approach ramps to an elevated trail, generally in accordance with the design and site plans approved pursuant to the process set forth in section 3.D.(i)(a) below, and such remediation and environmental controls required pursuant to Section 26 of this Restated Agreement, but excludes the Pedestrian Bridge. At such time that LTT Commences Construction of the improvements contemplated for LTT's Trail Parcel as set forth in the Final Plans ("**LTT's Improvements**"), LTT shall also Commence Construction of the Easement Improvements and shall prosecute the construction of the Easement Improvements concurrently with, and on the same development timeline and critical path schedule, as that for LTT's Improvements; provided, however, that, the parties acknowledge that, notwithstanding LTT's reasonable, good faith efforts, the Commencement of Construction of the Trail Extension Areas and the Final Completion thereof may occur later than the Commencement of Construction and Final Completion of the Easement Improvements. "Commence(s) Construction" or "Commencement of Construction" shall mean, following the issuance of all required building permits, the later of: (x) the filing of a notice of commencement under Florida Statutes, Section 713.13, and (y) the physical and visible start of construction work, including, excavation or soil stabilization work (but specifically excluding any necessary environmental testing or geological testing or ceremonial groundbreaking).

(ii) LTT shall also, subject to the provisions set forth herein, design, construct, and install a grade-separated pedestrian bridge spanning over SW 24th Street right of way along with all needed supports, foundations, and components necessary for the functioning thereof (the "**Pedestrian Bridge**"). LTT shall use reasonable, good faith efforts to prosecute the construction of the Pedestrian Bridge concurrently with, and on the same development timeline and critical path schedule, as that for LTT's Improvements, with the parties' understanding that, notwithstanding LTT's reasonable, good faith efforts, the Commencement of Construction of the Pedestrian Bridge and the Final Completion thereof may occur later than the Commencement of Construction and Final Completion of the Easement Improvements. The County shall fund the costs associated with the Pedestrian Bridge in the amounts, in accordance with the timing, and subject to the provisions of a separate construction and funding contract between LTT and the County for the Pedestrian Bridge (the "**Pedestrian Bridge Contract**"). LTT shall use reasonable, good faith efforts to design and construct the Easement Improvements and the Pedestrian Bridge and prosecute the work such that: (a) the development thereof is occurring concurrently with and on the same critical path schedule as LTT's Improvements and (b) it achieves Substantial Completion for of the Easement Improvements and the Pedestrian Bridge no later than December 31, 2025 (**"LTT's Deadline"**), provided that (x) the Substantial Completion of the Easement Improvements may occur on a date that is earlier than the date of Substantial Completion of the Pedestrian Bridge in accordance with this Agreement, and (y) such deadline may be extended for up to one (1) additional year upon written approval of the County Mayor or County Mayor's designee, or further,

to the extent necessary, upon the occurrence of a Force Majeure Event (as defined herein). **"Substantial Completion"** shall be the time and date at which the work for each the Easement Improvements and the Pedestrian Bridge has progressed to the point where, in the opinion of the County's professional engineering staff, the work is sufficiently complete, in accordance with the Final Plans, specifications, and construction documents and plans, so that the Easement Improvements and/or the Pedestrian Bridge, as applicable, can be occupied and/or utilized for the purposes for which it is intended. Substantial Completion must occur before the Easement Improvements and the Pedestrian Bridge are issued a Certificate of Occupancy (or Completion, if applicable) by the applicable County department that allows the County to utilize the entire Easement Improvements and/or the Pedestrian Bridge, as applicable, for the purposes for which they are intended. LTT shall achieve Final Completion of the Easement Improvements and the Pedestrian Bridge on a date that is no later than one-hundred and eighty (180) days following the date that it achieves Substantial Completion for each Easement Improvements and the Pedestrian Bridge. "**Final Completion**" shall be the date, as determined by the County, that LTT: (x) completes all of the work for each the Easement Improvements and the Pedestrian Bridge in accordance with the Final Plans, specifications, and construction documents and plans; (y) achieves the completion of all construction activities for the Easement Improvements and/or Pedestrian Bridge, as applicable, including but not limited to, completion of all punch-list times, correction of all deficiencies noted at time of Substantial Completion, and completion of all required final inspections, close-out documents, delivery of all spares and extra materials and activation of all warranties; and (z) final payment to all contractors, subcontractors, materialmen, suppliers and laborers for the work thereon, and as evidenced by the closure of all construction-related permits; provided, however, that if there is a good-faith dispute between LTT and one of its contractors or subcontractors regarding payment, then LTT shall be deemed to have achieved Final Completion if it has satisfied all other requirements and maintains or makes provisions for bonding or otherwise escrowing sums in dispute to the reasonable satisfaction of the County. Notwithstanding any other provision in this Restated Agreement to the contrary, LTT's obligation to complete the Pedestrian Bridge, including the obligation to complete the Pedestrian Bridge by LTT's Deadline, shall be subject to the County complying with its obligations under the Pedestrian Bridge Agreement.

(iii) If LTT has not completed the Easement Improvements or the Pedestrian Bridge by LTT's Deadline, then the County shall have the right to design and construct the Easement Improvements and/or the Pedestrian Bridge and LTT may only design and construct the Easement Improvements and the Pedestrian Bridge with the written consent of the County, all of which will be determined in the County's sole discretion. If the County elects to design and/or construct the Easement Improvements and/or the Pedestrian Bridge pursuant to this provision, the County shall provide LTT 90 days' advance written notice of such intent. Notwithstanding the foregoing, if LTT has commenced construction of the Easement Improvement or the Pedestrian Bridge, then the County, prior to exercising the rights set forth herein, shall provide written notice of default to any lender or surety of record and provide such lender or surety to right to rectify such default and assume the obligation to complete construction thereof within such reasonable period of time as negotiated in good faith between the County and such lender or surety.

(iv) If the County elects to design and/or construct the Easement Improvements pursuant

to Section 3(a)(iv), then LTT shall reimburse the County, within thirty (30) days of its receipt of the County's invoice of the reasonable cost and expense incurred by the County to construct such Easement Improvements ("**County's Costs**"), including reasonable soft and hard costs. LTT's obligation to undertake and pay for the Easement Improvements shall take priority over, and constitute a first lien, covenant and encumbrance on LTT's Trail Parcel ("**County's Payment Rights**"), which shall take priority over any future liens or encumbrances in or on LTT's Trail Parcel, including any mortgages, that are recorded after the effective date of the Original Easement (which effective date is set forth in the introductory paragraph of the Original Easement). Notwithstanding and prevailing over any provision in this Restated Agreement to the contrary, the County's Payment Rights as originally set forth in the Original Easement which are restated herein shall relate back and be effective and enforceable as of the effective date of the Original Easement. All mortgages and encumbrances created, execute and/or recorded subsequent to the effective date of the Original Easement shall be subordinate to the County's Payment Rights. LTT shall require that all lenders subordinate their interest in LTT's Trail Parcel to the County's Payment Rights set forth in the Original Easement as restated in this Restated Agreement or, alternatively, LTT shall post an irrevocable letter of credit ("**Letter of Credit**") naming the County as the sole beneficiary thereof in an amount equal to $3,991,000.00 to secure LTT's remediation, design and construction obligations with respect to the Easement Improvements. The Letter of Credit shall be subject to those terms and conditions reasonably requested by the County and shall remain in place until: (a) the Easement Improvements are complete; and (b) to the extent applicable, the County's Costs are paid. The County's Payment Rights shall automatically expire and have no further force or effect, and the County hereby agrees to execute promptly (but in no event later than 15 business days after expiration), in recordable form, a confirmation of the release of the County's Payment Rights in form and content reasonably requested by LTT or its lender, if any, upon LTT's posting of the Letter of Credit or completion of the Easement Improvements as required by this Restated Agreement. The County's damages associated with LTT's failure to timely construct or complete the Pedestrian Bridge shall be set forth in Pedestrian Bridge Contract.

B. Minimum Standards for Easement Improvements Made by LTT.

LTT shall comply with the following minimum standards and requirements with regard to the design and construction of the Easement Improvements (**"Minimum Standards"):** (a) all work shall be performed in a good and workmanlike manner; (b) all work shall comply with governmental requirements and applicable law, including, without limitation, all applicable county, state and federal laws, ordinances, codes, statutes, rules and regulations, and including compliance with the Americans with Disability Act; (c) the Easement Improvements shall be designed and constructed in a manner that does not adversely affect the use, safety, appearance, or enjoyment by the public of the Shared Use Trail; (d) the Easement Improvements shall be designed and constructed in a manner that provides pedestrians and cyclists traveling north/south along the Shared Use Trail continuous, uninterrupted access to the Shared Use Trail, and traveling east/west along the Public Road access to the Shared Use Trail directly from the Public Road or through an Alternative Access (defined below); and (e) the Easement Improvements shall be designed and constructed in such a manner as to continuously connect the Easement Area to: (1) the abutting County's Trail Property and Shared Use Trail within; (2) the Pedestrian Bridge which crosses over the Public Road; and (3) the Public Road, and to its sidewalks, at-grade, either directly from LTT's

Trail Parcel or through an Alternative Access on LTT's Trail Parcel, for pedestrians and cyclists wishing to access the Shared Use Trail from the Public Road or its sidewalks, and which is accessible 24 hours a day, 7 days a week by cyclists and pedestrians alike. **"Alternative Access"** shall mean an alternative, at-grade continuous connection to the Easement Area from the Public Road through a reasonably direct access way which may be over public streets, roadways or sidewalks and then through the LTT's Trail Parcel, as designated by LTT, and which is safe and accessible 24 hours a day, 7 days a week by cyclists and pedestrians alike and which has clearly identifiable wayfinding signage. LTT shall comply with the Easement Improvement Design Guidelines and Standards as detailed in Exhibit "E" attached hereto when designing and constructing the Easement Improvements. Notwithstanding the foregoing, the Final Completion of the Easement Improvements and acceptance by the County of such improvements, including the transfer of ownership to the County, shall constitute acknowledgment by the County that the Minimum Standards have been met.

C. Requirements for Easement Improvements.

(i) Design Professionals and Contractor. LTT has or will select appropriately licensed and qualified architects and engineers to design and engineer the Easement Improvements ("**Design Professionals**") in accordance with applicable law. LTT shall select a contractor ("**Contractor**") in accordance with the competitive bidding requirements of Section 255.20, Florida Statutes, to undertake the Easement Improvements. LTT's contract with its Design Professionals and with its Contractor shall make the County an express and intended third-party beneficiary thereof, shall be assignable to the County (at the County's request), and, with respect to construction activities, shall require the Contractor and Design Professionals to indemnify the County to the same extent as LTT has agreed to indemnify the County in this Restated Agreement. The legal requirements for the design, construction and funding of the Pedestrian Bridge shall be set forth in the Pedestrian Bridge Contract.

(ii) Small Business and Workforce Programs. LTT shall comply with all the County's small business measures, programs, responsible wages and local workforce requirements as may be applicable to the design and construction of the Easement Improvements. Specifically, LTT hereby acknowledges that in accordance with the Code of Miami-Dade County, Florida, LTT must comply with Miami-Dade County's Small Business Enterprise Program as set forth in sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, and 2.8.1.1.1.2 of the County Code, and related implementing orders, including Implementing Orders 3-22, 3-32, and 3-41, that set forth the standards and requirements for small business participation in the acquisition of design services, construction services, and goods for the design and construction of the Easement Improvements. As a result, LTT hereby agrees to timely submit, or cause to be submitted, any design and construction packages, to the Small Business Development Division of the Internal Services PROS ("SBD") prior to advertisement, for review and determination of appropriate small business program measures, and the application of same. LTT further agrees that all design and construction packages must be advertised and awarded with the applicable small business measures in accordance with the requirements of the above-mentioned sections of the County Code. LTT shall comply, and shall cause its contractors to comply with the County's applicable Responsible Wages, Residents First Training and Employment, Employ Miami-Dade Program, and First

Source Hiring programs, as set forth in Sections 2-11.16 and 2-11.17 of the County Code, and Administrative Order No. 3-63 for the Easement Improvements. LTT shall require that its contractor(s) shall, at a minimum, use the County's Small Business Division'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 for the Easement Improvements.

(iii) Sustainability Requirements. LTT shall comply with the County's Sustainable Buildings codified in section 9-71, et. al. and Implementing Order 8-8 with respect to the design and construction of the Easement Improvements ("**Sustainable Buildings Program**"). The primary mechanism for determining compliance with the Sustainable Building Program shall be in the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Rating System for buildings or the Institute for Sustainable Infrastructure's Envision Rating System for infrastructure projects. All construction projects are required to meet the standards delineated in Ordinance 07-65. Compliance shall be determined by completing a formal certification process with the U.S. Green Building Council, or the Institute for Sustainable Infrastructure per Resolution No. R-617-17, or as otherwise directed by the County's Sustainability Manager. For LEED and Envision, the most recent versions of such rating systems shall be utilized, as adopted, respectively, by the United States Green Building Council and the Institute for Sustainable Infrastructure. For LEED Rating System and Envision Rating System, the minimum rating system standard for all categories of construction shall be LEED Silver and Silver, respectively. LTT shall comply with Resolution No. R-451-14, which requires all capital improvement projects to consider the implications of sea level rise during all project phases and the potential impacts of storm surge should be considered and exposure mitigated, if applicable.

(iv) Payment and Performance Bonds.

a. At least ten (10) days before LTT commences any construction work related to the Easement Improvements , LTT shall execute, deliver to the County and record in the public records of the County, a payment and performance bond equal to the total cost of construction of the Easement Improvements . Each payment and performance bond shall comply with all applicable laws, including the terms of Section 255.05, Florida Statutes, and shall name the County and LTT beneficiaries thereof, as joint obligees. LTT shall cause the Easement Improvements conveyed to the County to be free and clear of any construction or mechanic's liens and LTT shall immediately pay, bond or cause to be discharged any construction or mechanic's liens that are placed on the Easement Area, any portion of the County's Trail Parcel, or the Easement Improvements by any of LTT's contractors and LTT shall indemnify the County for any costs, expenses, or damages the County incurs by reason of any such encumbrances or liens placed thereon, except to the extent that such liens are the result of the County's actions.

b. Alternatively, LTT may provide the County with (i) payment and performance bonds complying with the requirements of Section 255.05, Florida Statutes, from each prime contractor hired by LTT to perform work and/or make improvements

related to the Easement Improvements in an amount not less than 100% of his/her/its respective contract related to the Easement Improvements in a form acceptable to the County to insure that the construction work shall be completed or, on its default, the surety and to secure the completion of the Easement Improvements free from all liens and claims of sub-contractors, mechanics, laborers and materialmen and shall name the County as an additional obligee, and (ii) an alternate form of security permitted under Section 255.05, Florida Statutes, from LTT in an amount reasonably established by the County, each to remain in place until evidence reasonably satisfactory to the County is submitted to demonstrate all contractors performing work in connection with the Easement Improvements have been paid and Final Completion has been obtained for same. If LTT provides the alternative security, LTT shall also comply with the following obligations: (a) LTT shall obtain, subject to LTT's rights to contest in good faith amounts owing to a prime contractor, a conditional release of lien from each of its prime contractor(s) at the time each progress payment is made; and (b) LTT shall obtain an unconditional release of lien from each of its prime contractor(s) within five (5) business days after final payment is made, subject to LTT's rights to contest in good faith amounts owing to a prime contractor.

(v) Compliance with Federal, State and County laws in general. LTT agrees to comply with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the design and construction of the Easement Improvements required under this Restated Agreement, including, but not limited to: Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Restated Agreement; Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics;" Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work;" Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave;" Section 448.07 of the Florida Statutes, "Wage Rate Discrimination Based on Sex Prohibited;" Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination;" Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft;" Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations;" any other laws prohibiting wage rate discrimination based on sex.

(vi) Federal Funding. LTT acknowledges that federal funding for preliminary planning and design work for the Ludlam Trail was expended on the project. Additionally, federal funding has been awarded for design and construction of segments of the County's Trail Parcel. Accordingly, LTT must comply with the applicable requirements of the Federal Highway Administration with respect to the design and construction of the Easement Improvements on both the County's Trail Property and within the Easement Area. LTT shall follow all laws and regulations necessary to be in compliance with federal regulations, which are applicable to the development of the Easement Improvements required under this Restated Agreement (understanding that no federal, state or County funds are being used for the design or construction of the Easement Improvements or Pedestrian Bridge), including but not limited to: 23 U.S.C. 313 and 23 CFR 635.410, as 23 U.S.C. 313 was amended MAP-21, §1518 to require the application

of the Buy America Act to all contracts eligible for assistance under title 23 within the scope of a finding, determination, or decision under the National Environmental Policy Act (NEPA), regardless of funding source, if at least one contract within the scope of the NEPA decision is funded with Federal funding provided under Title 23; 23 CFR 230 prescribing the policies, procedures, and guidance for equal opportunity on federal construction contracts; LTT shall comply with and provide documentation to the County for compliance with 49 CFR § 661.6 - Certification requirements for procurement of steel or manufactured products for compliance with the Buy America Act, including a Certificate of Compliance and step certification that any applicable materials used within the Easement Area were manufactured and all manufacturing processes occurred within the United States of America for any applicable materials used in the Easement Area; 23 CFR 230.111 prescribing State agency requirements for an On-the-Job Training program for all Federal Aid Highway construction contracts; Title VI of the Civil Rights Act of 1964; Federal Aid Required Contract Provisions; the Copeland Act and the Contract Work Hours and Safety Standards Act; FHWA-1273, 23 CFR Part 230 and 49 CFR Part 26 authorize FDOT to take sanctions for the condition and state of noncompliance; 23 CFR 140 prescribing the policies, procedures, and guidance to develop, conduct, and administer supportive services assistance programs for minority, disadvantaged, and women business enterprises; 29 CFR 1630 setting forth regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act; 29 CFR, Part 3: Copeland "Anti-Kickback" Act; 41 CFR 60 to achieve the aims of Parts II, III, and IV of Executive Order 11246 for the promotion and insuring of equal opportunity for all persons, without regard to race, color, religion, sex, national origin, disability or status as a Vietnam era or special disabled veteran employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts (this legislation bans discrimination and requires contractors and subcontractors to take affirmative action to ensure that all individuals have an equal opportunity for employment); the requirements of Presidential Executive Order 11246; 41 CFR 60.1 clarifying the existing requirement that a nonexempt construction contractor's total construction workforce is covered under 41 CFR 60 even though some employees may perform work on or nonfederal assisted contracts; 40 USC Chapter 37, Sections 3701-3708 setting forth Contract Work Hours and Safety Standards Act; 42 USC 12101 Regulating Equal Opportunity for individuals with disabilities; 49 CFR 26 regulating participation by Disadvantaged Business Enterprises (DBE); the Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)) requiring equal pay between the sexes on jobs that is equal in skill, effort, and responsibility; Equal Pay Act of 1976 (EPA) prohibiting discrimination on account of sex in the payment of wages by employers engaged in commerce or in the production of goods for commerce; Rehabilitation Act of 1973 prohibiting job discrimination because of disabilities and requires affirmative action to employ and advance in employment qualified individuals with disabilities who with reasonable accommodation can perform the essentials of a job; Title I of the Americans with Disabilities Act (ADA) of 1990 prohibiting employment discrimination against qualified individuals with disabilities; Title VII of the Civil Rights Act of 1964 (and as amended) prohibits employment discrimination based on race, color, religion, sex and national origin; Title VIII of the Civil Rights Act of 1964 (and as amended); Vietnam Era Veterans Readjustment Assistance Act of 1972, (38 USC 4212) Prohibits discrimination and

requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified disabled veterans.

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

(viii) NEPA Commitments. Pursuant to the Ludlam Trail Project Development and Environment Study, certain National Environmental Policy Act ("**NEPA**") requirements have been imposed on the Ludlam Trail. Consistent with the recommendations by United States Federal Fish and Wildlife Service ("**USFWS**") provided to the County in the ETDM Summary Report, LTT shall, to the maximum extent practicable, use native wildflowers, bushes and trees in any landscaping of the Easement Area and Easement Improvements to benefit fish and wildlife resources including pollinators such as butterflies and bees. During final design of the Easement Improvements and prior to construction activities thereof, LTT shall coordinate with PROS and the Florida Department of Transportation ("**FDOT**") prior to initiating a survey for the Florida bonneted bat of the Easement Area and portions of the County's Trail Parcel upon which it will be constructing the Easement Improvements. All surveys will be conducted in accordance with the most current USFWS survey guidelines, currently entitled Florida Bonneted Bat Consultation Guidelines, dated October 2019. If any signs of the bonneted bat are observed, LTT shall immediately notify the County so that coordination through the FDOT and USFWS can be reinitiated and consultation undertaken, as necessary and LTT shall comply with all requirements imposed by USFWS and FDOT regarding same. Upon completion of the bat survey, LTT shall provide the County with documentation of the completed survey and findings to demonstrate compliance. LTT will incorporate USFWS's most current protection guidelines for the eastern indigo snake, currently entitled Standard Protection Protocols for the Eastern Indigo Snake, into the final project design for the Easement Improvements and will require that its construction Contractor abide to the guidelines during construction of the Easement Improvements. LTT shall provide documentation to the County regarding requirement of its contractor to abide by the guidelines regarding the eastern indigo snake. Should protected plant species be identified within the Easement Area and portions of the County's Trail Parcel upon which it will be constructing the Easement Improvements during the design and permitting phase of the Easement Improvements, LTT shall immediately notify the County so that coordination through the FDOT and other environmental agencies, as appropriate, can be reinitiated to allow for relocation to adjacent habitats or other suitable protected lands prior to construction. During the construction of the Easement Improvements, LTT and its Contractor shall adhere to the Florida stormwater management program per the Water Resources Implementation Rule (Chapter 62-40.431 FAC) and shall implement best management practices to avoid, where possible, and otherwise minimize

adverse impacts to surface waters and water quality within the area of the Easement Improvements. LTT shall coordinate, as needed, with the County for NEPA re-evaluations to be performed by the County per NEPA requirements. At the completion of the construction of the Easement Improvements, LTT shall provide the County with an affidavit attesting that it has complied with all of the NEPA requirements set forth in this Section.

D. Approvals and Undertaking of Easement Improvements.

(i) Design Review and Approval Process.

. Prior to LTT's submission of its zoning application(s) to regulatory agencies for LTT's Improvements and the Easement Improvements (if such application is necessary to obtain necessary entitlements to construct), it shall submit its design and site plans for the Easement Improvements to the County and LTT shall incorporate or address all comments and/or suggested revisions ultimately requested by the County Mayor or Mayor's designee. The County's pre-zoning review and approval process shall proceed as follows: (1) Miami-Dade County Parks, Recreation and Open Spaces Department, or successor agency ("**PROS**"), shall review and approve or provide comments and/or suggested revisions to the design and site plans for the Easement Improvements no later than fourteen (14) business days after receipt; (2) LTT shall incorporate all comments and/or revisions submitted by PROS and shall resubmit to PROS revised plans within fourteen (14) business days, and PROS and LTT shall work collaboratively in good faith with each other to resolve any disagreements; (3) PROS shall then provide its approval or comments/suggested revisions to all subsequent submissions provided by LTT within twenty-five (25) business days after receipt; and (4) if PROS and LTT are unable to resolve disagreement(s) regarding PROS' comments/suggested revisions, then the County Mayor or Mayor's designee shall review the comments/suggested revisions requested by PROS and shall provide final direction, review and comments to LTT.

a. 100% Design Development documents: LTT shall, following the PROS's approval of the preliminary design plans and the site plans submitted to PROS in accordance with the preceding subsection, submit to PROS for its review and approval the 100% design development plans for the Easement Improvements. The 100% design development documents shall be consistent with the preliminary design plans and the site plans approved by PROS in accordance with the preceding subsection and must be prepared by an architect or professional engineer licensed to practice as such in Florida. The 100% design development documents shall include and show, without limitation, preliminary architectural elevations, structural, grading and drainage plans, utilities, sewer and service connections, locations of ingress and egress to and from the Easement Improvements, parkways, lighting, design and locations for outdoor signs, landscaping, and structures all sufficient to enable reasonably accurate cost estimates and to enable PROS to make an informed judgment about the design and quality of construction. Within 60 days

after PROS receives the 100% design development plans, PROS shall either approve of them or deliver to LTT specific corrective comments. PROS shall not be unreasonable in exercising its approval rights hereunder. LTT shall exercise reasonable diligence in resolving any objections by PROS to the final 50% construction document plans and thereafter submit the revised.

b. 50% Construction documents; LTT shall following the PROS's approval of the preliminary design plans and the site plans submitted to PROS in accordance with the preceding subsection submit to PROS for its review and approval the 50% design development plans for the Easement Improvements. The 50% design development plans for the Easement Improvements shall be consistent with the preliminary design plans and the site plans approved by PROS in accordance with the preceding subsection and must be prepared by an architect or professional engineer licensed to practice as such in Florida. The 50% plans shall include and show, without limitation, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, locations of ingress and egress to and from the Easement Improvements, curbs, gutters, parkways, lighting, design and locations for outdoor signs, landscaping, and structures all sufficient to enable reasonably accurate cost estimates and to enable PROS to make an informed judgment about the design and quality of construction. Within 60 days after PROS receives the 50% construction document plans, PROS shall either approve of them or deliver to LTT specific corrective comments. PROS shall not be unreasonable in exercising its approval rights hereunder. LTT shall exercise reasonable diligence in resolving any objections by PROS to the final 100% plans and thereafter submit the revised.

c. Final 100% Plans. LTT shall prepare its final 100% design and construction plans for the Easement Improvements following the PROS's approval of the preliminary design plans and the site plans submitted to PROS in accordance with the preceding subsection. The final 100% design and construction plans shall be consistent with the preliminary design plans and the site plans approved by PROS in accordance with the preceding subsection and must be prepared by an architect or professional engineer licensed to practice as such in Florida. The final 100% plans shall include and show, without limitation, preliminary grading and drainage plans, soil tests, utilities, sewer and service connections, locations of ingress and egress to and from the Easement Improvements, curbs, gutters, parkways, lighting, design and locations for outdoor signs, landscaping, and structures all sufficient to enable reasonably accurate cost estimates and to enable PROS to make an informed judgment about the design and quality of construction. Within 60 days after PROS receives the final 100% plans, PROS shall either approve of them or deliver to LTT specific corrective comments. PROS shall not be unreasonable in exercising its approval rights hereunder. LTT shall exercise reasonable diligence in resolving any objections by PROS to the final 100% plans and thereafter submit the revised, final 100% plans to PROS for its review and comment and any disagreements shall be resolved as set forth in the preceding subsection. When the final 100% design

and construction plans are complete and approved (the "**Final Plans**"), LTT shall deliver to PROS five (5) sets of final 100% plans, including one Mylar set or CADD file and specifications and working drawings for the Easement Improvements which are signed and sealed by an architect or professional engineer licensed to practice such in Florida. As and to the extent necessary, LTT shall also institute the process of obtaining approval of the final 100% plans by all other governmental entities having jurisdiction over the Easement Improvements and LTT will provide any revisions to the final 100% plans that are required by such other governmental entities to PROS for its review and approval.

d. The County's approval of any plans pursuant to the preceding two subsections is being undertaken pursuant to the County's proprietary, and not governmental or regulatory, capacity. The County's approval pursuant to the preceding two subsections shall not relieve LTT of its obligations under law to file such plans with any departments of the County or any other governmental authority having jurisdiction over the issuance of building or other permits and to take such steps as are necessary to obtain issuance of such permits. Further, nothing contained herein shall be construed to limit the County's authority to review any design and make appropriate comments or recommendations through the County's regulatory review processes, including zoning and site plan review. LTT acknowledges that any approval given by the County pursuant to the preceding two subsections shall not constitute an opinion or agreement by the County that the plans are structurally sufficient or in compliance with any applicable laws, and no such approval shall impose any liability upon the County.

(ii) Permits. It shall be the responsibility of LTT, after obtaining approval of the Final Plans, to seek and obtain from all governmental entities having jurisdiction over the Easement Area and the Easement Improvements all required permits for the construction and use of the Easement Improvements, and LTT shall exercise diligent efforts in attempting to obtain such permits. LTT may make immaterial changes to the approved, Final Plans as may be required by any governmental entity. To the extent that any governmental entity requires a material change to the Final Plans as a condition to the issuance of a permit, LTT shall seek PROS's approval of such material change, which approval shall not be unreasonably withheld, conditioned or delayed. The obtaining of any such permits shall not be considered as complete until any review and/or appeal is final by the highest body authorized to determine same or until the time for appeal or review has expired, whichever date is later. If suit or other proceedings are brought to invalidate any previously issued permit, the obtaining of the permits shall not be considered as complete until final judgment, decree, or other appropriate decision has been entered and the time for appeal there from shall have expired, or if any appeal has been taken, until the appeal has been determined with finality. LTT shall promptly deliver within three (3) business days to PROS copies of all permits received by LTT for the Easement Improvements.

(iii) Commencement and Final Completion of Easement Improvements.

. Within 30 days from the date that PROS receives copies of all required permits and authorizations regarding construction of the Easement Improvements (or any portion thereof) and written notice from LTT that it is prepared to proceed with construction thereof ("**Construction Commencement Date**"), PROS shall turn over possession of the portions of County's Trail Parcel upon which the Easement Improvements are to be constructed and LTT shall secure such property to ensure that it is not accessible by the public during construction thereof. LTT shall, without delay, pursue commencement of construction and diligently pursue completion thereof in accordance with the Final Plans. LTT shall seek PROS's approval of material changes to the Final Plans, which approval shall not be unreasonably withheld or delayed.

a. All work in connection with the construction of the Easement Improvements shall be performed in conformity with all permits, authorizations and applicable laws. LTT will permit unobstructed inspection by County staff to determine compliance with the terms of this Restated Agreement throughout construction. All construction shall be performed by appropriately licensed contractors and subcontractors.

(iv) Upon Final Completion of the Easement Improvements, LTT shall, at its cost, obtain a survey of the Easement Improvements and shall deliver to PROS three hard copy and one digital sets of "as-built" drawings and plans, including copies of all CADD drawings and two CDs for the Easement Improvements, accurately reflecting the Easement Improvements. LTT shall cause the architect(s) and engineer(s) of the Easement Improvements to grant, in writing, to the County a perpetual license to use the construction and design documents developed therefore in connection with the development, modification, renovation, maintenance, repair and operation of the Easement Improvements. LTT shall also provide copies of all warranties for all supplies, equipment, materials and work associated with the Easement Improvements to the County and shall assign all rights associated with same to the County. LTT shall ensure and warrant the condition of the Easement Improvements for one year following Final Completion of the Easement Improvements to be in good, workmanlike conditions and free of any defects.

E. Insurance.

( ) **(i)** Prior to the commencement of construction of the Easement Improvements, LTT shall provide or cause its contractors to provide an original policy for Builders Risk/Installation Floater on an "All Risk" basis in an amount not less than one hundred percent (100%) of the insurable value of the Easement Improvements. The policy shall be in the name of Miami-Dade County and the LTT as their interests may appear. This insurance is to be maintained until Final Completion of the Easement Improvements.

(i)

(ii) LTT's Contractor shall furnish to Miami Dade County Parks, Recreation and Open Spaces, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the

requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate, not to exclude Explosion Collapse and Underground Hazards and Products and Completed Operations. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

D. Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the insurable value of the Easement Improvements. The policy shall be in the name of Miami Dade County and the Contractor. This insurance is to be maintained until final completion of the Easement Improvements have been determined by Miami Dade County Parks, Recreation and Open Spaces.

E. Professional Liability or Errors & Omissions insurance covering architectural and/or engineering project design, construction supervision, administration and any related professional qualifications or functions required by the project for the licensed design professional in an amount not less than $1,000,000 per claim.

F. Umbrella Liability Insurance in an amount not less than $3,000,000 per occurrence, and $3,000,000 in the aggregate.

    a. If Excess Liability is provided must be follow form to the Commercial General Liability Insurance.

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

The company must be rated no less than "**A-**" as to management, and no less than "Class **VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

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

NOTE: CERTIFICATE HOLDER MUST READ:

MIAMI-DADE COUNTY
111 NW 1st STREET

F. Grade-Separated Pedestrian Bridge.

( ) (i) The parties acknowledge that the Pedestrian Bridge is required for the safe passage of pedestrians or cyclists across the Public Road, including the structural support and associated facilities for the north and south sides of the Pedestrian Bridge and the superstructure components of the Pedestrian Bridge. Subject to the County's obligation to pay LTT for the costs related to the design, permitting, and construction thereof, which obligation will be set forth in the Pedestrian Bridge Contract, LTT shall be responsible for undertaking the design, permitting, and construction of the Pedestrian Bridge, Support and Components and for commencing and completing such work within the time periods set forth with particularity in the Pedestrian Bridge Contract.

(ii) LTT shall design, permit, and construct, at its sole cost, in the County's Trail Extension Area and in the Easement Area leading up to the Public Road, a trail that gradually ramps up at an incline (the "**Ramps**") to connect to the supports of the Pedestrian Bridge in addition to designing and constructing the Easement Improvements in accordance with the Minimum Standards and other requirements set forth in this Restated Agreement.

(iii) LTT shall design and construct the Ramps required on both the north and south sides of the Pedestrian Bridge, for public use and access of the Shared Use Trail. As a part of LTT's construction of the Ramps on the County's Trail Property, LTT shall complete all remediation and engineering controls required pursuant to Section 26 of this Restated Agreement. The costs associated with the design and construction of the improvements contemplated by this Restated Agreement in the County's Trail Property shall be borne by LTT.

(iv) Intentionally Deleted.

(v) LTT and the County shall use reasonable, good faith efforts to coordinate construction so that LTT's Improvements on LTT's Trail Parcel, and the Easement Improvements can be completed simultaneous and contemporaneously with the completion of construction of the improvements on LTT's Trail Parcel. The foundations, supports, and structures for the Pedestrian Bridge and the Easement Improvements shall be separate and independent of any foundations, supports and structures constructed or erected by LTT on LTT's Trail Parcel. The Pedestrian Bridge and the Easement Improvements shall be physically separated from buildings and, if preferred, can be interfaced by a joint material mutually agreed to between all parties, and the joint material shall be constructed and maintained by LTT at own expense. Access or security fencing separating the Pedestrian Bridge and Easement Improvements from building shall also be constructed within LTT's Trail Parcel and shall be maintained by LTT.

(vi) The design review and permitting process and insurance requirements for the Pedestrian Bridge shall be set forth in the Pedestrian Bridge Contract.

G. Ownership of Easement Improvements and Pedestrian Bridge. Following the date of Final Completion of the Pedestrian Bridge ownership thereof shall vest with the County.

Following the date of Final Completion of the Pedestrian Bridge (including its Support and Components), LTT shall convey ownership of the Easement Improvements to the County via bill of sale in the form attached hereto as ***Exhibit "H"***, at no cost to the County. At all times prior to the Final Completion of the Pedestrian Bridge, LTT shall retain ownership of the Easement Improvements, and LTT shall be obligated to maintain the Easement Improvements in a clean, and safe manner and open to the public at all times in accordance with the requirements of this Agreement. In no event shall ownership of the Easement Improvements (or any obligations with respect therewith) be transferred to the County prior to LTT's Final Completion of the Pedestrian Bridge.

H. Warranties. LTT warrants and shall cause its Contractor to warrant that the construction work for the Easement Improvements shall be free from faulty materials and workmanship for a period of not less than one (1) year from date of Final Completion. This one-year period shall be covered by the Surety Performance Bond. Upon receiving notification from the County of a defect or fault in the work within the one-year period, LTT shall cause the Contractor or any other licensed, qualified construction contractor to immediately remedy, repair, or replace, without cost to the County and to the reasonable satisfaction of the County, defects, damages, or imperfections due to faulty materials or workmanship appearing in said work within said period of not less than one year. Remedial work shall carry the same warranty as the original work starting with the date of acceptance of the replacement or repair. Should LTT fail to remedy any such failure or defect within a reasonable time after receipt of notice thereof, the County will have the right to replace, repair, or otherwise remedy such failure or defect and LTT shall be responsible and liable to the County for all actual out-of-pocket costs associated with the County's replacement, repair or remedial work. All subcontractors', manufacturers' and suppliers' warranties and guaranties, expressed or implied, with respect to any part of the construction work and materials, supplies and installation of the Easement Improvements received by LTT or the Contractor shall be assigned to the County at the time of Final Completion (or, to the extent unassignable, enforced by LTT on behalf of the County).

4 Operations, Maintenance, and Repair of LTT's Trail Parcel.

A. LTT shall maintain LTT's Trail Parcel and: (1) prior to the date of Final Completion of the Pedestrian Bridge, the Easement Improvements and the Easement Area, including the parking areas on the ground floor of the Easement Area; and (2) following the date of Final Completion of both the Pedestrian Bridge and the Easement Improvements, the parking areas on the ground floor of the Easement Area, in safe and good condition and repair and in compliance with applicable laws, all in such a manner so as to not: (i) adversely impact the structural integrity and physical condition of the Easement Area, the Pedestrian Bridge or Easement Improvements; (ii) cause any physical damage whatsoever to the Easement Improvements or the Pedestrian Bridge; or (iii) interfere with the use of the Pedestrian Bridge, and/or the Trail Use of the Easement Area and Easement Improvements; or (iii) in the case of conducting capital repairs or construction to LTT's Trail Parcel, materially or unreasonably interfere with Trail Use or use of the Pedestrian Bridge. All repairs, maintenance or work undertaken by LTT that has the potential of interfering with or adversely impacting Trail Use shall be closely coordinated by LTT between itself, PROS and DTPW, and shall require prior written approval by PROS. In the event that LTT fails to act or perform in accordance with the provisions of this subsection 4.A or violates any of the provisions herein, the County shall

provide written notice to LTT and LTT shall, within fifteen (15) days of receipt of such written notice, cure the defaults; provided that if such default cannot reasonably be cured within fifteen (15) days, so long as LTT has commenced the cure within said fifteen (15) day period and continues to diligently pursue to completion, LTT shall have such additional time as is reasonably necessary to cure the default. If LTT or its agents, contractors or subcontractors cause any physical damage or adversely impact the structural integrity or physical condition of the Easement Area or the Pedestrian Bridge, then LTT shall be responsible for reasonable costs incurred by the County to repair, replace, or reconstruct the damage or impact.

B. Following the date of Final Completion of the Pedestrian Bridge and the Easement Improvements, the County shall maintain the Easement Area, Easement Improvements, and Pedestrian Bridge (but excluding the parking areas on the ground floor of the Easement Area) in good condition and repair and in compliance with applicable laws, all in such a manner so as to not: (i) adversely impact the structural integrity and physical condition of LTT's Trail Parcel; or (ii) interfere with the use of the LTT's Trail Parcel or, except as otherwise provided in this Agreement, the parking areas on the ground floor of the Easement Area; or (iii) in the case of conducting capital repairs or construction to Easement Area, materially or unreasonably interfere with LTT's Trail Parcel. All repairs, maintenance or work undertaken by the County that has the potential of materially interfering with or adversely impacting LTT's Trail Parcel shall be closely coordinated by the County with LTT. In the event that the County fails to act or perform in accordance with the provisions of this subsection or violates any of the provisions herein, the LTT shall provide written notice to the County and the County shall, within fifteen (15) days of receipt of such written notice, cure the defaults; provided that if such default cannot reasonably be cured within fifteen (15) days, so long as the County has commenced the cure within said fifteen (15) day period and continues to diligently pursue to completion, the County shall have such additional time as is reasonably necessary to cure the default. If the County or its contractors or subcontractors cause any physical damage or adversely impact the structural integrity or physical condition of LTT's Improvements, then the County shall be responsible for reasonable costs incurred by LTT to repair, replace, or reconstruct the damage or impact.

C. Following Final Completion and the transfer of ownership of the Easement Improvements to the County, and in the event the County fails to maintain the Easement Improvements in accordance with the terms and conditions set forth herein, LTT shall retain the right, but not the obligation, to enter upon the Easement Area to repair and/or maintain the Easement Improvements provided that LTT first provides the County with notice and an opportunity to cure as set forth in the preceding subsection.

5. **Relocation.**

A. Prior to Construction. Prior to the commencement of construction of the Easement Improvements, LTT shall have the right to shift or relocate the location of the Easement Area east or west within the area of LTT's Trail Parcel **("Relocation")**, provided that such Relocation area and terms comply with the provisions and terms of this Easement Agreement, including, without limitation, such Relocation area continues to provide County and the public with an uninterrupted 18-foot-wide Shared Use Trail over the length of the LTT's Trail Parcel and continues to provide

uninterrupted connectivity to the Shared Use Trail, and in compliance with the Minimum Standards and County review process set forth in Section 3(D) above. In the event that LTT seeks Relocation, LTT shall provide a written request to County to relocate the Easement Area, specifically setting forth and describing the proposed new location in a site plan, survey sketch and legal description, no less than ninety (90) calendar days prior to Relocation. The County, through the County Mayor or Mayor's designee, shall provide its consent, which may not be unreasonably withheld, conditioned or delayed, by written notice to LTT within thirty (30) days of its receipt of such request.

B. Relocation after Start of Construction; After Completion. In the event that LTT seeks a Relocation of the Easement Area (i) after construction of the Easement Improvements has commenced, or (ii) after Final Completion, LTT shall provide a written request to County to relocate the Easement Area, specifically setting forth and describing the proposed new location in a site plan, depicting the new location within LTT's Trail Parcel. The County, through the County Mayor or Mayor's designee, shall provide its agreement or objection by written notice to LTT within sixty (60) business days of its receipt of such request. Approval or objection of such request shall be in the sole and absolute discretion of the County Mayor or Mayor's designee, and may be conditioned or withheld. Any such Relocation shall be subject to LTT relocating and/or reconstructing same (inclusive of all Easement Improvements and connectivity to the Pedestrian Bridge and Ludlam Trail) at its sole cost and expense, and ensuring that the Shared Use Trail retains uninterrupted connectivity for public use during construction of the new Easement Improvements, including, if necessary, LTT providing an alternative 18-foot-wide area providing uninterrupted temporary public access through LTT's Trail Parcel for the Shared Use Trail until such time as LTT completes the relocation of the Easement Improvements, which relocated Easement Improvements shall comply with all requirements set forth in this Restated Agreement.

C. In the event of a Relocation, the LTT and the County agree that this Restated Agreement shall be amended to replace *Exhibit "D"* attached hereto with the legal description of the Easement Area as relocated pursuant to a Relocation. LTT and the County agree to execute in timely fashion such instruments as may reasonably be necessary to evidence a Relocation, and such amended easement shall be recorded in the public records of Miami-Dade County. Notwithstanding any other provision set forth herein, in no event shall the Easement Area be relocated, or the Easement Improvements be constructed, outside of the boundaries of the LTT's Trail Parcel except as specifically permitted herein or in any other written instrument approved by the Board of County Commissioners.

6. LTT's Reserved Rights. Notwithstanding anything to the contrary contained in this Restated Agreement, LTT reserves all rights to: (a) develop, use and enjoy LTT's Trail Parcel in all areas outside of the Easement Area, including, but not limited to, for all lawful purposes, including, without limitation, the development and construction of LTT's Improvements, including, without limitation, the Maintenance Access Easement Area and such other improvements as set forth in the Final Plans; and (b) develop, use and enjoy the ground floor of the Easement Area for the purposes of constructing and maintaining at-grade parking facilities for LTT and its successors, assignees, tenants, and invitees and for pedestrian and vehicular ingress and egress, all of which are not otherwise inconsistent with the terms of this Restated Agreement

and the easement rights granted pursuant to this Restated Agreement. LTT shall, at its sole cost and expense and in accordance with the approved Final Plans, install or cause to be installed applicable utilities and connections in the Easement Area, including but not limited to electricity, lighting, storm drains, water, whether or not owned by the County, and to grant required easements to utility companies, in connection with the development of LTT's Improvements and Easement Improvements; and provided further that the County's written consent is first obtained for all such easements within the Easement Area, which consent shall not be unreasonably withheld, conditioned or delayed, and any underground cables for electrical, telecommunications or other utility use within the Easement Area must be at least 10 feet away from any underground foundations or structures for the Pedestrian Bridge.

7. Restrictions on LTT's Use. The County and LTT shall not use, or permit, or allow its employees, agents or contractors to use the Easement Area or any part thereof to be occupied or used for any illegal business use or purpose; for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity; or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations. LTT shall not have the right to utilize the Easement Area for vehicular access to the LTT's Trail Parcel from an abutting portion of the Ludlam Trail, except that the foregoing shall not prohibit LTT from using the Public Road for vehicular access to and from LTT's Trail Parcel or to use the ground floor of the Easement Area in a manner consistent with Section 6 of this Revised Agreement. Except for the approved Easement Improvements, LTT shall not construct, erect or place any improvements, equipment, materials, or personal property, including but not limited to, billboards, advertising, or other signs within or upon the Easement Area, whether temporary or permanent. The County and the public shall have access to Easement Improvements through the Easement Area twenty-four (24) hours a day, seven (7) days a week. Any security measures or access gates that LTT may install to prevent access to the private areas of the LTT's Trail Parcel and the ground floor of the Easement Area shall not be erected or maintained in a manner that would restrict public access to the Easement Improvements through the County's Trail Parcel and shall be erected wholly outside of the Easement Area. For avoidance doubt, the public shall not have the right to access the Easement Improvements through LTT's Trail Parcel and the County's right to access the ground floor of the Easement Area and access the Easement Improvements through the LTT's Trail Parcel shall be in the manner set forth in Section 2A and Section 3B of this Restated Agreement.

8. No Lien Right.

A. NOTICE IS HEREBY GIVEN TO THIRD PARTIES UNDER CONTRACT WITH COUNTY THAT LTT AND ITS TENANTS WILL NOT BE LIABLE FOR: (a) ANY LABOR, SERVICES OR MATERIAL FURNISHED, OR TO BE FURNISHED, TO OR FOR THE COUNTY BY SAID THIRD PARTY, OR TO ANY AGENT OF COUNTY BY SAID THIRD PARTY; OR (b) TO ANYONE PROVIDING LABOR, SERVICES, MATERIALS OR EQUIPMENT THROUGH OR UNDER COUNTY OR ANY AGENT OF COUNTY, AND THAT NO CONSTRUCTION OR MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, MATERIALS OR EQUIPMENT WILL ATTACH TO OR AFFECT THE INTERESTS OF LTT OR ITS TENANTS. COUNTY AND EACH AGENT OF COUNTY WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY AND ALL CONTRACTORS

ENGAGED BY OR THROUGH COUNTY OR THROUGH SUCH AGENT OF COUNTY TO PROVIDE LABOR, SERVICES, MATERIALS AND/OR EQUIPMENT TO OR ABOUT LTT'S TRAIL PARCEL.

B. NOTICE IS HEREBY GIVEN TO THIRD PARTIES UNDER CONTRACT WITH LTT THAT COUNTY WILL NOT BE LIABLE FOR: (a) ANY LABOR, SERVICES OR MATERIAL FURNISHED, OR TO BE FURNISHED, TO OR FOR LTT BY SAID THIRD PARTY, OR TO ANY AGENT OF LTT BY SAID THIRD PARTY; OR (b) TO ANYONE PROVIDING LABOR, SERVICES, MATERIALS OR EQUIPMENT THROUGH OR UNDER LTT OR ANY AGENT OF COUNTY, AND THAT NO CONSTRUCTION OR MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES, MATERIALS OR EQUIPMENT WILL ATTACH TO OR AFFECT THE INTERESTS OF THE COUNTY TO THE EASEMENT AREA AND THE EASEMENT IMPROVEMENTS. LTT AND EACH AGENT OF LTT WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY AND ALL CONTRACTORS ENGAGED BY OR THROUGH LTT OR THROUGH SUCH AGENT OF LTT TO PROVIDE LABOR, SERVICES, MATERIALS AND/OR EQUIPMENT TO OR ABOUT LTT'S TRAIL PARCEL, INCLUDING TO THE EASEMENT AREA AND EASEMENT IMPROVEMENTS.

9. Condition of Easement. LTT is the record owner of the fee simple title to the LTT's Trail Parcel, and is hereby authorized to make this conveyance of this Easement to the County, and represents that it has no knowledge of any condition that would frustrate or impede the nature or purpose of this Easement. The phrase "to its knowledge" includes items which are known, or which should have been known, by LTT or its predecessors in interest. To the extent that any matter, whether recorded or unrecorded, arises which impedes or frustrates the nature or purpose of this Easement for the construction or maintenance of a Trail as set forth herein, LTT shall be responsible for all costs and expenses of rectifying and/or removing such encumbrance.

10. Mutual Indemnification. LTT shall indemnify and hold harmless the County and all of its officers, agents, and employees (collectively, **"Agents")** from any claims, liabilities, losses, damages, penalties, judgments, costs, charges, or expenses ("collectively, **"Claims")** arising from injury to person or property sustained by anyone in LTT's Trail Parcel, inclusive of the Easement Area, resulting from the negligent act(s) or omission(s) of LTT or its Agents during the performance of this Restated Agreement; provided, however, that nothing herein shall be deemed to require LTT to indemnify County or its Agents from any Claims arising from injury to person or property sustained by anyone in the Easement Area resulting from the negligent act(s) or omission(s) of County or its Agents during the performance of this Restated Agreement. To the extent permitted by law, and as limited by and subject to the provisions of Section 768.28, Florida Statutes, County shall indemnify and hold harmless the LTT and its Agents from any Claims arising from injury to person or property sustained by anyone in the Easement Area, resulting from the negligent act(s) or omission(s) of County or its Agents during the performance of this Restated Agreement; provided, however, that nothing herein shall be deemed to require County to indemnify LTT or its Agents from any Claims arising from injury to person or property sustained by anyone in the Easement Area resulting from the negligent act(s) or omission(s) of LTT or its

agents or third parties during the performance of this Restated Agreement.

11. Default; Termination.

(a) In the event that LTT fails to comply with any of the obligations set forth in this Restated Agreement, County may give notice of default to the LTT and the LTT shall have ninety (90) days following the date of receipt of such notice to cure such failure (provided that in the event such cure cannot be completed within such ninety (90) day period, if the LTT commences to cure within said ninety (90) day period and thereafter diligently continues to cure, then the ninety (90) day period shall be extended for a reasonable period thereafter). Notwithstanding the foregoing, if the LTT's default endangers or unreasonably interferes with the Trail Use or otherwise use of Ludlam Trail, including but not limited to the Easement Area and the Easement Improvements, and/or the use of the Pedestrian Bridge, the County shall have the right, at its sole option, to immediately (i) obtain an injunction against any use of the Easement Area and/or LTT's Trail Parcel in violation of this Restated Agreement that is endangering or unreasonably interfering with the Trail Use or otherwise use of Ludlam Trail, and (ii) exercise all other rights available to the County at law or in equity, including, without limitation, bringing a legal action for damages incurred. Further, following any default (which has not been cured within the cure period, as same may be extended, as set forth above) by LTT of this Agreement, the County shall have the right to (i) obtain an injunction against any use of the Easement Area in violation of this Restated Agreement, or that is otherwise causing damage to property or person, and (ii) exercise all other rights available to the County at law or in equity, including, without limitation, bringing a legal action for damages incurred, provided however, that County shall have no right to terminate this Restated Agreement.

(b) In the event that County fails to comply with any of the obligations set forth in this Restated Agreement, LTT may give notice of default to the County and the County shall have ninety (90) days following the date of receipt of such notice to cure such failure (provided that in the event such cure cannot be completed within such ninety (90) day period, if the County commences to cure within said ninety (90) day period and thereafter diligently continues to cure, then the ninety (90) day period shall be extended for a reasonable period thereafter). Notwithstanding the foregoing, if the County's default endangers or unreasonably interferes with LTT's use of LTT's Trail Parcel, LTT shall have the right, at its sole option, to immediately (i) obtain an injunction against any use of the Easement Area in violation of this Restated Agreement that is endangering or unreasonably interfering with the LTT's use of LTT's Trail Parcel, and (ii) exercise all other rights available to LTT at law or in equity, including, without limitation, bringing a legal action for damages incurred. Further, following any default (which has not been cured within the cure period, as same may be extended, as set forth above) by County of this Restated Agreement, LTT shall have the right to (i) obtain an injunction against any use of the Easement Area in violation of this Restated Agreement, or that is otherwise causing damage to property or person, and (ii) exercise all other rights available to LTT at law or in equity, including, without limitation, bringing a legal action for damages incurred, provided however, that LTT shall have no right to terminate this Restated Agreement.

12. **Running With the Land.** It is the intention of the parties hereto that this Easement

shall run with, and be appurtenant to, the LTT's Trail Parcel, including the Easement Area, and shall be burdens upon those parcels upon which they are imposed, shall run with each of said parcels and shall bind and benefit the owner of said parcels and their successors, tenants, assigns, successors-in-title, and mortgagees. This Restated Agreement is non-terminable.

13. **Remedies.** The provisions of this Restated Agreement may be enforced by all appropriate actions at law and in equity (including, without limitation, injunctive relief) by LTT and the County, their successors and assigns.

14. **Limitation on Liability.** In the event of multiple ownership of the LTT's Trail Parcel subsequent to the Effective Date of this Restated Agreement, then, as to each transferred portion of or interest in the LTT's Trail Parcel (each a **"Transferred Portion"),** each of the subsequent owners, mortgagees and other parties in interest of the Transferred Portion shall be bound by the terms, provisions and conditions of this Restated Agreement, including any and all applicable rights derived therefrom, from and after the date of the recorded change in ownership of the Transferred Portion, and each previous owner of the Transferred Portion, to the extent it no longer owns the Transferred Portion, shall no longer be responsible for the Transferred Portion, except for its time of ownership of the Transferred Portion, including but not limited to the indemnification obligations set forth herein for Claims occurring during that time of ownership of the Transferred Portion.

References to LTT shall refer to the named LTT in this Restated Agreement for so long and to the extent that the named LTT continues to hold record title ownership to all or any portion of or interest in the LTT's Trail Parcel, and then only to the extent of its then ownership in the LTT's Trail Parcel and, thereafter, such references to LTT shall be deemed to refer only to the then record owner(s) of LTT's Trail Parcel, but as to each record owner only to the extent of such record owner's owned portion of or interest in the LTT's Trail Parcel. The obligations of LTT hereunder shall be binding on LTT and each succeeding owner of the LTT's interest in the LTT's Trail Parcel during the period of their respective ownership of the LTT's Trail Parcel.

15. **Invalidity.** If any part of this Restated Agreement is contrary to, prohibited by or deemed invalid under Applicable Law, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible, provided that the purpose and intent of this Restated Agreement to provide an uninterrupted and continuous Shared Use Trail for use by the County and the public for Trail Use shall not be frustrated or impeded by any such invalidated provision.

16. **Waiver.** The failure or delay of any party at any time to require performance by another party of any provision of this Restated Agreement, even if known, shall not affect the rights of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Restated Agreement should not be construed as a waiver of the provision itself, or a waiver of any right, power or remedy under this Restated Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

17. **Third Parties.** Nothing in this Restated Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Restated Agreement on any person other than the parties hereto and their respective legal representatives, lenders and mortgagees, and successors and permitted assigns, nor is anything in this Restated Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Restated Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Restated Agreement, and no third party beneficiaries are intended by the provisions herein.

18. **Applicable Law.** This Restated Agreement is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this Contract; proper venue thereof will be in Miami-Dade County.

19. **Notices.** All notices given pursuant to this Restated Agreement shall be in writing and shall be given by certified or registered United States mail, postage or delivery charge prepaid, return receipt requested, by personal delivery or by nationally recognized overnight express delivery service (such as FedEx) addressed to the person and address designated below:

Notices as to LTT shall be sent to:	**LUDLAM TRAIL TOWERS, LLC** 123 SW North River Drive Miami, Florida 33130 UN Attention: Manager
With copy to:	**HOLLAND & KNIGHT, LLP** 701 Brickell Avenue Suite 3000 Miami, Florida 33131 Attention: Hugo P. Arza, Esq.
Notices as to County shall be sent to:	**MIAMI-DADE COUNTY** Parks, Recreation and Open Spaces PROS 275 NW 2nd Street, 5th Floor Miami, FL 33128 Attn: Director
With a copy to:	Miami-Dade County Attorney's Office 111 NW 1 Street, Suite 2810 Miami, Florida 33128 Attention: County Attorney

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Restated Agreement shall be deemed given upon the date of delivery of the notice or other document, or in the case of

refusal to accept delivery or inability to deliver the notice or other document, the date of the attempted delivery or refusal to accept delivery.

20. **Estoppel Certificates.** Each of the parties hereto agree, promptly upon request (but in no event later than 15 business days) from any other party hereto, to furnish from time to time in writing certificates containing truthful estoppel information and/or confirmations of the agreements, obligations and easements contained in this Restated Agreement, including, without limitation, and to the extent applicable, any claims of lien for specific amounts County may have pursuant to County's Payment Rights, and otherwise in a form and substance reasonably satisfactory to the party requesting such certificate and its lender, if any, provided that such form and substance are reasonably satisfactory to the party from whom the estoppel certificate is sought.

21. **Cooperation.** The parties agree to cooperate with each other to perform their obligations and exercise their rights hereunder, including providing such documents and other information as either party may reasonably request.

22. **Amendments.** Except as specifically set forth herein, this Restated Agreement may not be amended, modified or supplemented except in writing executed by the LTT and the County, after approval by the Board of County Commissioners. Further, no amendment, modification or supplement shall be effective unless in writing, duly executed, acknowledged and recorded in the Public Records of Miami-Dade County, Florida.

23. **Counterparts.** This Restated Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

24. **Construction.** The section headings contained in this Restated Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Restated Agreement have participated fully in the negotiation of this Restated Agreement, and accordingly, this Restated Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Restated Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

25. **Entire Agreement.** This Restated Agreement amends and restates in its entirety the Perpetual Easement Agreement and constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and arrangements, both oral and written, between the parties with respect thereto, including the Perpetual Easement Agreement.

26. **Hazardous Materials.**

LTT agrees that it retains complete responsibility for all clean-up, monitoring, containment, remediation, and costs associated with any hazardous materials and/or adverse environmental conditions within the Easement Area and Trail Extension Area necessary to

complete construction of the Easement Improvements and Pedestrian Bridge, including but not limited to the cost of all environmental testing, monitoring and remediation work and closure conditions that are required by Applicable Law **("Environmental Requirements")**, provided, however, that LTT shall have no responsibility whatsoever in connection with any Environmental Requirements, any hazardous materials and/or adverse environmental conditions within: (a) the Easement Area (excluding the parking areas on the ground floor of the Easement Area); or (b) Trail Extension Area, each as necessary to address any hazardous materials and/or adverse environmental conditions within such areas resulting from any activities occurring after Final Completion. The term "hazardous materials" shall mean the presence of hazardous material or contaminant as defined in Section 24-5 of the Code of Miami-Dade County or contaminant or hazardous substance as defined in Florida Statutes F.S 376.301 or F.S 403.031 or solid waste or debris of any kind.

(b) Notwithstanding any other provision set forth within this Restated Agreement, LTT agrees to, and shall, undertake and complete all Environmental Requirements within the Easement Area, and within the Trail Extension Area, no later than LTT's Deadline (subject to extension thereof as provided in this Restated Agreement). LTT agrees that it shall be completely and solely responsible for all costs of the development and construction of the Easement Improvements within the Easement Area, and within the Trail Extension Area, arising as a result of hazardous materials and/or adverse environmental, which costs include but are not limited to, the costs of additional fill required, capping expenses and design and construction of the storm water management system. For avoidance of doubt, LTT does not assume the cost of any work undertaken to comply with Environmental Requirements for any areas outside of the Easement Area and Trail Extension Area.

(c) Prior to any construction work being undertaken on the Easement Area or the Trail Extension Area, LTT shall be required to obtain a contaminated Soil Management Plan (SMP), Dust Control Plan, and Air Monitoring Plan and Health and Safety Plan (to protect worker and public health and safety as well as prevent the spread of contamination) approved by the County's Regulatory and Economic Resources Department – Division of Environmental Resource Management ("DERM"). The SMP shall describe the handling and disposal requirements of contaminated soils excavated due to construction. The SMP, at a minimum, shall outline the procedures for tracking contaminated material that is removed and relocated to other areas of the property (if applicable) as well as contaminated soil that is removed from the site and properly disposed of. Once approved, the SMP shall be incorporated by reference in the scope of work of all construction drawings including excavation activities at the property.

(d) LTT shall pursue a No Further Action with Conditions (NFAC) with institutional and engineering controls at the Trail Extension Area; as a result, an Engineering Control Plan (ECP) and ECP Maintenance Plan shall be submitted to DERM by LTT for approval prior to construction plan approval. Note that the construction plans shall specify and depict (e.g., using cross-section details, etc.) all of the approved engineering controls (EC) including the areas with an impervious surface seal (e.g., pavement, etc.) and the areas to remain open ground (e.g., landscaped areas, including areas with trees (relocated, new and left in place, as applicable).

(e) Please be advised that all drainage installations at contaminated sites shall be reviewed and approved by the Pollution Remediation Section (PRS) prior to construction. Supplemental groundwater assessment in areas of proposed stormwater recharge may be required unless existing data (i.e., data that has been generated no more than 9 months prior to the date of submittal of a request for approval of a site drainage plan) demonstrates that groundwater impacts are not located in the areas of stormwater recharge. Please refer to DERM's Technical Guidance *Drainage Plans for Contaminated Sites* for additional guidance. << Drainage Plans for Contaminated Sites 07.21.pdf >>

(f) All dewatering activities at the site shall require a Class V permit with DERM and they must be coordinated with the Pollution Remediation Section (PRS) prior to implementation. Please refer to DERM's Technical Guidance *Dewatering at Contaminated Sites* for additional guidance. << Dewatering at Contaminated Sites 07.2021.pdf >>

(g) Following construction, an Engineering Control Implementation Report (ECIR) documenting the implementation of the Engineering Control Plan shall be submitted by LTT to DERM within 60 days of completion of remediation activities at the site, including, but not limited to, the following:

1) The ECIR shall be signed and sealed by a Professional Engineer (P.E.), registered in the State of Florida, and the certification page shall include a statement by the signing P.E. that, to the best of his or her knowledge, the engineering controls are consistent with commonly accepted engineering practices, are appropriately designed for their intended purposes, and have been implemented, as proposed in the approved ECP.
2) Documentation in support to the certified Engineering Controls such as, pictures authenticating the thickness of the pervious engineering controls, receipts of clean fill material delivered to the site, etc.
3) As-built drawings that (at a minimum) depict the areas and boundaries of the engineering controls, the type of engineering controls used, and cross sections of the engineering controls showing the subsurface details and final elevations. The drawing shall also include GPS coordinates of the boundaries of the ECP area, which will include the section in the direction of the undeveloped trail.
4) The construction plans shall also include a letter of concurrency from the Miami Dade County Parks, Recreation and Open Spaces Department indicating the design will not be in conflict with future design of the County's All-Green Trail (e.g., elevations, etc.).
5) A fence prohibiting site access is required during construction. Also, following construction completion, a new fence shall be installed to prevent access to the remaining County properties to the north and to the south of the project.

LTT, on its own behalf and on behalf of any of its affiliates its successors and assigns, hereby waives, releases and agrees not to make any claim or bring any cost recovery action or claim for contribution or other action or claim against County or its agencies, officers, employees, agents, attorneys, or assigns based on the presence of hazardous materials, including but not limited to, arsenic and/or PAHs on or in the Easement Area, except to the extent that the presence of such

hazardous materials is the result of the County's gross negligence or willful misconduct. Further, LTT, on its own behalf and on behalf of any of its affiliates its successors and assigns, hereby agrees to hold harmless and indemnify the County, and its agencies, officers, employees, agents, attorneys, and assigns from any costs, liabilities, expenses, or third party claims or suits filed against the County, or its agencies, officers, employees, agents, attorneys, or assigns arising from hazardous materials or an environmental condition in the Easement Areas, except to the extent that such costs, liabilities, expenses, or third party claims or suits are the result of the County's gross negligence or willful misconduct.

27. **County as Sovereign.** Notwithstanding and prevailing over any other provision of this Contract, the County retains all of its sovereign prerogatives and rights and regulatory authority as a county under Florida laws. Additionally, nothing herein shall be deemed to constitute a waiver or limitation of the County's sovereign immunity under Section 768.28, Florida Statutes.

28. **Inspector General.**

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

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

a.) The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of an IPSIG to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal

submittals, activities of the LTT, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

29. Event of Force Majeure. In the event that the performance by either party of any of its obligations hereunder is delayed by natural disaster, epidemic, pandemic, other than Covid-19, terrorist activity, war, labor dispute, or similar matter beyond the control of such party, without such party's fault or negligence (an "**Event of Force Majeure**"), then the party affected shall notify the other party in writing and within a reasonable period of time after discovery that an Event of Force Majeure has occurred, setting forth the specific obligation delayed, and the duration of the delay, and the deadline for completion of such obligation shall be extended by a like number of days. Provided, however, than in no event shall any delay associated with an Event of Force Majeure exceed 180 days.

[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE.]

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

WITNESSES:

LUDLAM TRAIL TOWERS, LLC
a Florida limited liability company

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

LUDLAM:

By: _____
Name: _____
Title: _____

ATTEST:

MIAMI-DADE COUNTY

_____
Clerk

COUNTY:

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

Approved as to form and
legal sufficiency

_____
Assistant County Attorney

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, as _____ of Ludlam Trail Towers, LLC, a Florida limited liability company, who executed the foregoing instrument on behalf of said entity for the purposes therein expressed. He/She is personally known to me ( ) or has produced _____ as identification.

_____
Printed Name:_____
Notary Public
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF COUNTY'S TRAIL PROPERTY

A PORTION OF SECTION 11, 2 AND PORTION OF GOVERNMENT EXCESS LOT 2, TOWNSHIP 54, RANGE 40 EAST, CITY OF MIAMI IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SAID SECTION 2; THENCE N87°00'12"E ALONG THE CENTERLINE OF WEST FLAGLER STREET AS BASIS OF BEARING FOR A DISTANCE OF 1286.39 FEET TO THE POINT OF BEGINNING; THENCE N01°28'54"W FOR A DISTANCE OF 35.01 FEET; THENCE S87°00'12"W FOR A DISTANCE OF 30.01 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE N01°28'54"W ALONG SAID LINE FOR A DISTANCE OF 2782.89 FEET, THENCE N18°32'06"E FOR A DISTANCE OF 292.15 FEET TO A POINT EASTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE S01°28'54"E ALONG SAID LINE FOR A DISTANCE OF 3054.75; THENCE S87°00'12"W FOR A DISTANCE OF 30.01 FEET; THENCE S01°28'54"E FOR A DISTANCE OF 70.02 FEET; THENCE N87°00'12"E FOR A DISTANCE OF 30.01 FEET; THENCE S01°28'54"E FOR A DISTANCE OF 2610.74 FEET; THENCE S87°34'52"W FOR A DISTANCE OF 30.00 FEET; THENCE S01°28'54"E FOR A DISTANCE OF 70.01 FEET; THENCE N87°34'52"E FOR A DISTANCE OF 27.59 FEET; THENCE S01°28'54"E FOR A DISTANCE OF 709.10 FEET; THENCE S88°31'06"W FOR A DISTANCE OF 100.00 FEET TO A POINT IN THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE N01°28'54"W ALONG SAID LINE FOR A DISTANCE OF 707.47 FEET; THENCE N87°34'52"E FOR A DISTANCE OF 32.41 FEET; THENCE N01°28'54"W FOR A DISTANCE OF 70.01 FEET; THENCE S87°34'52"W FOR A DISTANCE OF 30.00 FEET; THENCE N01°28'54"W FOR A DISTANCE OF 2609.73 FEET; THENCE N87°00'12"E FOR A DISTANCE OF 30.01 FEET; THENCE N01°28'54"W FOR A DISTANCE OF 35.01 FEET TO A POINT OF BEGINNING. CONTAINING 629,342 SQUARE FEET OR 14.45 ±ACRES.

LESS AND EXCEPT:

<u>NODE PARCEL</u> (SW 8TH STREET NODE)
A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY LYING IN SECTION 2, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE N87°34'52"E ALONG THE CENTERLINE OF SOUTHWEST 8 STREET AS BASIS OF BEARING FOR A DISTANCE OF 1235.52 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 26134, PAGE 3286, OF THE

OFFICIAL RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE CONTINUE N87°34'52"E ALONG SAID CENTERLINE FOR 40.01 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE S01°28'54"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 35.01 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 8TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE N87°34'52"E ALONG SAID EASTERLY AND SOUTHERLY RIGHT-OF-WAY LINES FOR 27.59 FEET; THENCE CONTINUE S01°28'54"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 709.10 FEET; THENCE S88°31'06"W FOR 100.00 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: N01°28'54"W FOR 707.47 FEET TO A POINT OF INTERSECTION WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 8TH STREET; THENCE N87°34'52"E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 72.42 FEET TO THE POINT OF BEGINNING, CONTAINING 70,828 SQUARE FEET OR 1.63 ACRES, MORE OR LESS.

EXCLUDING FROM SUCH LESSOUT ANY AND ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED NODE PARCEL.

AND

The land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

COMMENCE AT A PERMANENT CONTROL POINT “DISK” FOUND AT THE INTERSECTIONS OF THE CENTERLINES OF S.W. 72ND AVENUE (60 FEET WIDE) AND S.W. 80TH STREET (DAVIS DRIVE) (WIDTH VARIES) AND BEING THE NORTHWEST CORNER OF THE SOUTHEAST 1 / 4 OF SECTION NO. 35, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

THENCE NORTH 86°56'43” EAST ALONG THE CENTERLINE OF S.W. 80TH STREET, 894.34 FEET TO POINT; THENCE SOUTH 01°28'35” EAST, 35.01 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THE FOLLOWING COURSES ARE ALONG THE VARIABLE WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY:

THENCE NORTH 01°28'35” WEST, 2683.12 FEET;
THENCE NORTH 86°30'07” EAST, 30.02 FEET;
THENCE NORTH 01°28'35” WEST, 20.01 FEET;
THENCE SOUTH 86°30'07” WEST, 30.02 FEET;
THENCE NORTH 01°28'35” WEST, 5317.03 FEET;
THENCE NORTH 87°18'01” EAST, 30.01 FEET;

THENCE NORTH 01°28'35” WEST, 30.01 FEET;
THENCE SOUTH 87°18' 01” WEST, 30.01 FEET;
THENCE NORTH 01°28'35” WEST, 5454.44 FEET;
THENCE NORTH 87°50'27” EAST, 30.00 FEET;
THENCE NORTH 01°28'35” WEST, 32.00 FEET;
THENCE SOUTH 87°50' 27” WEST, 30.00 FEET;
THENCE NORTH 01°28'35” WEST, 289.02 FEET;
THENCE NORTH 88°31'25” EAST, 25.00 FEET;
THENCE NORTH 01°28'35” WEST, 815.01' FEET;
THENCE SOUTH 88°31'25” WEST, 25.00 FEET;
THENCE NORTH 01°28'35” WEST, 4248.20 FEET;
THENCE SOUTH 89°47'15” EAST, 30.01 FEET;
THENCE NORTH 01°28'35” WEST, 25.01 FEET;
THENCE NORTH 89°47' 15” WEST, 30.01 FEET;
THENCE NORTH 01°28'35” WEST, 364.63 FEET;
THENCE SOUTH 89°38'05” EAST, 30.02 FEET;
THENCE NORTH 01°28'35” WEST, 50.03 FEET;
THENCE NORTH 89°38' 05” WEST, 30.02 FEET;
THENCE NORTH 01°28'35” WEST, 361.82 FEET;
THENCE SOUTH 89°38'05” EAST, 30.02 FEET;
THENCE NORTH 01°28'35” WEST, 50.03 FEET;
THENCE NORTH 89°38' 05” WEST, 30.02 FEET;
THENCE NORTH 01°28'35” WEST, 299.65 FEET;
THENCE SOUTH 89°38'05” EAST, 30.02 FEET;
THENCE NORTH 01°28'35” WEST, 50.03 FEET;
THENCE NORTH 89°38' 05” WEST, 30.02 FEET;
THENCE NORTH 01°28'35” WEST, 2899.90 FEET;
THENCE SOUTH 87°27'27” WEST, 3.35 FEET;
THENCE NORTH 01°23'01” WEST, 579.99 FEET;
THENCE NORTH 88°31'06” EAST, 100.00 FEET
THE FOLLOWING COURSES ARE ALONG THE VARIABLE EASTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY:
THENCE SOUTH 01°23'00” EAST, 1898.87 FEET;
THENCE NORTH 87°53'51” EAST, 5.50 FEET;
THENCE SOUTH 01°28'35' EAST, 1584.28 FEET;
THENCE NORTH 89°38'05” WEST, 30.02 FEET;
THENCE SOUTH 01°28'35” EAST, 50.03 FEET;
THENCE SOUTH 89°38' 05” EAST, 30.02 FEET;
THENCE SOUTH 01°28'35' EAST, 299.65 FEET;
THENCE NORTH 89°38'05” WEST, 30.02 FEET;
THENCE SOUTH 01°28'35” EAST, 50.03 FEET;
THENCE SOUTH 89°38' 05” EAST, 30.02 FEET;
THENCE SOUTH 01°28'35' EAST, 361.82 FEET;
THENCE NORTH 89°38'05” WEST, 30.02 FEET;
THENCE SOUTH 01°28'35” EAST, 50.03 FEET;

THENCE SOUTH 89°38' 05” EAST, 30.02 FEET;
THENCE SOUTH 01°28'35' EAST, 364.36 FEET;
THENCE NORTH 89°47'15” WEST, 30.01 FEET;
THENCE SOUTH 01°28'35” EAST, 25.01 FEET;
THENCE SOUTH 89°47' 15” EAST, 8.70 FEET;
THENCE SOUTH 02°35'07” EAST, 1100.68 FEET;
THENCE SOUTH 01°28'35” EAST, 4248.24 FEET;
THENCE SOUTH 87°50'27” WEST, 30.00 FEET;
THENCE SOUTH 01°28'35” EAST, 32.00 FEET;
THENCE NORTH 87°50'27” EAST, 30.00 FEET;
THENCE SOUTH 01°28'35' EAST, 5453.50 FEET;
THENCE SOUTH 87°18'01” WEST, 30.01 FEET;
THENCE SOUTH 01°28'35” EAST, 30.01 FEET;
THENCE NORTH 87°18' 01” EAST, 30.01 FEET;
THENCE SOUTH 01°28'35' EAST, 5315.63 FEET;
THENCE SOUTH 86°30'07” WEST, 30.02 FEET;
THENCE SOUTH 01°28'35” EAST, 20.01 FEET;
THENCE NORTH 86°30'07” EAST, 25.52 FEET;
THENCE SOUTH 02°02'21” EAST, 1354.07 FEET;
THENCE SOUTH 88°31'25” WEST, 8.80 FEET;
THENCE SOUTH 01°28'35” EAST, 1118.71 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE CURVED EASTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY, DEFLECTING TO THE LEFT, AN ARC OF 212.28, SAID CURVE HAVING A RADIUS OF 905.64 FEET AND A CHORD THAT BEARS SOUTH 08°11'29” EAST, 211.79 FEET TO A POINT ON THE EXTENDED RIGHT-OF-WAY OF S.W. 80TH STREET;

THENCE SOUTH 86°56'43” WEST, 124.81 FEET TO THE PLACE OF BEGINNING AND AS SURVEYED AND SUBJECT TO ALL LEGAL HIGHWAYS, RESTRICTIONS, RESERVATIONS AND EASEMENTS OF RECORD.

BASIS OF BEARINGS: THE NORTHERLY LINE OF THE SOUTHEAST OF SECTION 35, TOWNSHIP 54 SOUTH AND RANGE 40 EAST AND BEING THE CENTERLINE OF S.W. 80TH STREET AS NORTH 86°56'43" EAST AS RECORDED IN DADELAND NORTH METRORAIL STATION AS RECORDED IN PLAT BOOK 147, PAGE 55 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, CONTAINING 2,308,172 SQUARE FEET OR 52.98 ACRES, MORE OR LESS.

LESS AND EXCEPT

PARCEL 1 NODE (SOUTH OF SW 8TH STREET)
A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY

DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTERLINES OF SOUTHWEST 72ND AVENUE AND SOUTHWEST 12TH STREET AND BEING THE SW CORNER OF NW 1/4 OF THE NE 1/4 OF SECTION 11, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA. THENCE N87°27'27”E AS A BASIS OF BEARINGS ALONG SAID CENTERLINE OF SOUTHWEST 12TH STREET FOR 1213.80 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE N01°23'01”W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 25.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED A PARCEL OF LAND, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 12TH STREET; THENCE CONTINUE N01°23'01"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY FOR 554.98 FEET TO THE SOUTHWESTERLY CORNER OF “LR 11.7-13” AS SHOWN IN THAT SPECIAL WARRANTY DEED IN OFFICIAL RECORDS BOOK 30595, PAGE 1770, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE N88°31'06”E ALONG SAID SOUTHERLY LINE OF “LR 11.7-13” FOR 100.00 FEET TO THE SOUTHEASTERLY CORNER OF SAID "LR 11.7-13", SAID POINT ALSO BEING A ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE S01°23'00”E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 553.13 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 12TH STREET; THENCE S87°27'27”W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 100.02 FEET TO THE POINT OF BEGINNING, CONTAINING 55,404 SQUARE FEET OR 1.27 ACRES, MORE OR LESS.

EXCLUDING FROM SUCH LESSOUT PARCEL 1 NODE ANY AND ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED PARCEL 1 NODE.

AND LESS AND EXCEPT

<u>PARCEL 2 NORTH NODE</u> (NORTH OF CORAL WAY R/W)
A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY NORTH OF SOUTHWEST 24TH STREET (CORAL WAY) IN SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY AND THE CENTERLINE OF SOUTHWEST 24TH STREET; THENCE N89°47'15”W ALONG SAID CENTERLINE OF SOUTHWEST 24TH STREET AS A BASIS OF BEARINGS FOR 48.72

FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE THE FOLLOWING THREE COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: N°01'28'35"W FOR 25.01 FEET; N89°47'15"W FOR 30.01 FEET; AND N01°28'35"W FOR 25.01 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N01°28'35"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 219.98 FEET; THENCE S89°47'15"E FOR 100.04 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE S01°28'35"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 219.98 FEET; THENCE N89°47'15"W FOR 100.04 FEET TO THE POINT OF BEGINNING, CONTAINING 21,998 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

EXCLUDING FROM SUCH LESSOUT PARCEL 2 NORTH NODE ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED PARCEL 2 NORTH NODE.

AND LESS AND EXCEPT

PARCEL 2 SOUTH NODE (SOUTH OF CORAL WAY)
A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY NORTH OF SOUTHWEST 24TH STREET (CORAL WAY) IN SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY AND THE CENTERLINE OF SOUTHWEST 24TH STREET; THENCE S02°35'07"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE AS A BASIS OF BEARINGS FOR 50.02 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 24TH STREET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S02°35'07"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 189.97 FEET; THENCE N89°53'34"W FOR 83.38 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE N01°28'35"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 189.98 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 24TH STREET; THENCE S89°47'15"E FOR 79.70 FEET TO THE POINT OF BEGINNING, CONTAINING 15,478 SQUARE FEET OR 0.35 ACRES, MORE OR LESS.

EXCLUDING FROM SUCH LESSOUT PARCEL 2 SOUTH NODE ANY AND ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED PARCEL 2 SOUTH NODE.

AND LESS AND EXCEPT

PARCEL 3 NORTH NODE (NORTH OF BIRD ROAD R/W)
A PORTION OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY LYING IN A PORTION OF SECTION 14 AND 23, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINES OF SOUTHWEST 72ND AVENUE AND SOUTHWEST 40TH STREET (BIRD ROAD), BEING THE SOUTH 1/4 CORNER OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE N87º50'27"E ALONG SAID CENTERLINE OF SOUTHWEST 40TH STREET AS A BASIS OF BEARINGS FOR 1183.97 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE; N01º28'35”W FOR 16.00 FEET; S87º50'27”W FOR 30.00 FEET; AND N01º28'35”W FOR 34.00 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 40TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N01º28'35”W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 255.02 FEET; THENCE N88º31'25”E FOR 100.00 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE SAID FLORIDA EAST COAST RAILWAY; THENCE S01º28'35”E FOR 253.83 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 40TH STREET; THENCE S87º50'27”W FOR 100.01 FEET TO THE POINT OF BEGINNING, CONTAINING 25,442 SQUARE FEET OR 0.58 ACRES, MORE OR LESS.

EXCLUDING FROM SUCH LESSOUT PARCEL 3 NORTH NODE ANY AND ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED PARCEL 2 NORTH NODE.

AND LESS AND EXCEPT

PARCEL 3 SOUTH NODE (SOUTH OF BIRD ROAD R/W)
A PORTION OF THE FLORIDA EAST COAST RAILWAY RIGHT OF WAY LYING IN A PORTION OF SECTION 14 AND 23, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE CENTERLINES OF SOUTHWEST 72ND AVENUE AND SOUTHWEST 40TH STREET (BIRD ROAD), BEING THE SOUTH 1/4 CORNER OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE N87º50'27"E ALONG SAID CENTERLINE OF

SOUTHWEST 40TH STREET AS A BASIS OF BEARINGS FOR 1183.97 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY; THENCE THE FOLLOWING THREE COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE; S01º28'35”E FOR 16.00 FEET; S87º50'27”W FOR 30.00 FEET; AND S01º28'35”E FOR 34.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 40TH STREET, SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE N87º50'27”E FOR 100.01 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY RIGHT-OF-WAY; THENCE S01º28'35”E FOR 2550.58 FEET; THENCE S88º31'25”W FOR 100.00 FEET TO A POINT OF INTERSECTION WITH SAID WESTERLY RIGHT-OF-WAY LINE; THENCE N01º28'35”W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 2549.39 FEET TO THE POINT OF BEGINNING, CONTAINING 255,001 SQUARE FEET OR 5.85 ACRES, MORE OR LESS.

EXCLUDING FROM SUCH LESSOUT PARCEL 3 SOUTH NODE ANY AND ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED PARCEL 2 SOUTH NODE.

EXHIBIT "B"
MAP OF THE COUNTY'S TRAIL PROPERTY
SW 80TH ST TO NW 7TH ST

EXHIBIT "C"

LEGAL DESCRIPTION OF LTT'S TRAIL PARCEL

LEGAL DESCRIPTION:

SOUTH NODE (SOUTH OF CORAL WAY)

A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY SOUTH OF SOUTHWEST 24TH STREET (CORAL WAY) IN SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY AND THE CENTERLINE OF SOUTHWEST 24TH STREET; THENCE S02°35'07"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE AS A BASIS OF BEARINGS FOR 50.02 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 24TH STREET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S02°35'07"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 189.97 FEET; THENCE N89°53'34"W FOR 83.38 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE N01°28'35"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 189.98 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST 24TH STREET; THENCE S89°47'15"E FOR 79.70 FEET TO THE POINT OF BEGINNING, CONTAINING 15,479 SQUARE FEET OR 0.35 ACRES, MORE OR LESS.

AND

NORTH NODE (NORTH OF CORAL WAY R/W)

A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY NORTH OF SOUTHWEST 24TH STREET (CORAL WAY) IN SECTION 11, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY AND THE CENTERLINE OF SOUTHWEST 24TH STREET; THENCE N89°47'15"W ALONG SAID CENTERLINE OF SOUTHWEST 24TH STREET AS A BASIS OF BEARINGS FOR 48.72 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE THE FOLLOWING THREE COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: N01°28'35"W FOR 25.01 FEET; N89°47'15"W FOR 30.01 FEET; AND N01°28'35"W FOR 25.01 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N01°28'35"W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 219.98 FEET; THENCE S89°47'15"E FOR 100.04 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF SAID FLORIDA EAST COAST RAILWAY COMPANY; THENCE S01°28'35"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 219.98 FEET; THENCE N89°47'15"W FOR 100.04 FEET TO THE POINT OF BEGINNING, CONTAINING 21,997 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

LESS AND EXCEPT ANY AND ALL EXISTING ROADWAYS, STREETS, AND HIGHWAYS WITHIN THE FOREGOING DESCRIBED SOUTH NODE AND NORTH NODE.

EXHIBIT D

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
AMENDED LUDLAM TRAIL PERPETUAL EASEMENT, CORAL WAY NODE

SURVEYOR'S REPORT :

BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED MERIDIAN ALONG THE CENTERLINE OF SW 24TH STREET (CORAL WAY), WHICH BEARS N89°47'15"W.

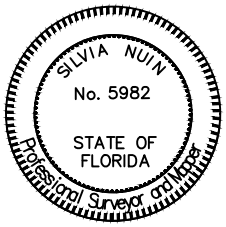
THIS IS NOT A BOUNDARY SURVEY THIS IS A SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR A PROPOSED EASEMENT.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION SEE SHEETS 3 AND 4.

FOR LEGAL DESCRIPTION SEE SHEET 2.

SURVEYOR'S CERTIFICATION :

I HEREBY CERTIFY THAT THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND I FURTHER CERTIFY THAT SAID SKETCH IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.



SILVIA NUIN
PROFESSIONAL SURVEYOR AND MAPPER No. 5982
STATE OF FLORIDA
NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.
EACH SHEET AS INCORPORATED THEREIN SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

FOR SKETCH SEE SHEETS 3 AND 4

LICENSED BUSINESS No.2439

NOTICE: NOT FULL AND COMPLETE WITHOUT SHEETS 1 THRU 4

MANUEL G. VERA AND ASSOCIATES, INC.
ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 e-mail: snuin@mgvera.com

PROJECT NUMBER: 19-607 19-608		
TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION		
PROJECT NAME: LUDLAM TRAIL @ CORAL WAY		
DATE: 10-19-2022	SCALE	SHEET
DRAWN BY: S.N.	AS SHOWN	1 OF 4

EXHIBIT D
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
AMENDED LUDLAM TRAIL PERPETUAL EASEMENT, CORAL WAY NODE

LEGAL DESCRIPTION:

PARCEL 2A (NORTH OF CORAL WAY R/W)

THAT PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY NORTH OF SOUTHWEST 24TH STREET (CORAL WAY) LYING IN SECTION 11, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 54 SOUTH, RANGE 40 EAST; THENCE N89°47'15"W ALONG THE CENTERLINE OF SOUTHWEST 24TH STREET (CORAL WAY) FOR 1,349.05 FEET; THENCE N00°12'45"E FOR 50.00 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SOUTHWEST 24TH STREET (CORAL WAY) SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE N08°38'04"W FOR 10.69 FEET; THENCE N88°31'28"E FOR 0.19 FEET; THENCE N06°30'12"W FOR 210.76 FEET; THENCE N89°47'15"W FOR 18.12 FEET; THENCE S06°30'12"E FOR 211.30 FEET; THENCE S88°31'28"W FOR 0.26 FEET; THENCE S08°38'04"E FOR 10.15 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID SOUTHWEST 24TH STREET (CORAL WAY); THENCE S89°47'15"E, ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 18.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,986.10 SQUARE FEET MORE OR LESS.

PARCEL 2B (SOUTH OF CORAL WAY R/W)

THAT PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY SOUTH OF SOUTHWEST 24TH STREET (CORAL WAY) LYING IN SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST; THENCE N89°47'15"W ALONG THE CENTERLINE OF SOUTHWEST 24TH STREET (CORAL WAY) FOR 1,332.14 FEET; THENCE S00°12'45"W FOR 50.00 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SOUTHWEST 24TH STREET (CORAL WAY) SAID POINT ALSO BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE S08°38'04"E FOR 13.98 FEET; THENCE S88°31'28"W FOR 0.97 FEET; THENCE S01°28'32"E FOR 176.00 FEET; THENCE N89°53'34"W FOR 18.62 FEET; THENCE N11°49'28"E FOR 0.69 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE WEST, SAID POINT BEARS S85°55'06"E FROM THE CENTER OF SAID CURVE; THENCE NORTHEASTERLY, NORTHERLY AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 97.50 FEET AND A CENTRAL ANGLE OF 05°06'04" FOR A DISTANCE OF 8.68 FEET TO A POINT ON SAID CURVE; THENCE N01°28'32"W FOR 166.16 FEET; THENCE N88°31'28"E FOR 0.83 FEET; THENCE N08°38'04"W FOR 14.52 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SOUTHWEST 24TH STREET (CORAL WAY); THENCE S89°47'15"E, ALONG SAID RIGHT-OF-WAY LINE, FOR 18.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,421.89 SQUARE FEET MORE OR LESS.

MDC054

FOR SKETCH SEE SHEETS 3 AND 4

LICENSED BUSINESS No.2439

NOTICE: NOT FULL AND COMPLETE WITHOUT SHEETS 1 THRU 4

MANUEL G. VERA AND ASSOCIATES, INC.
ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 e-mail: snuin@mgvera.com

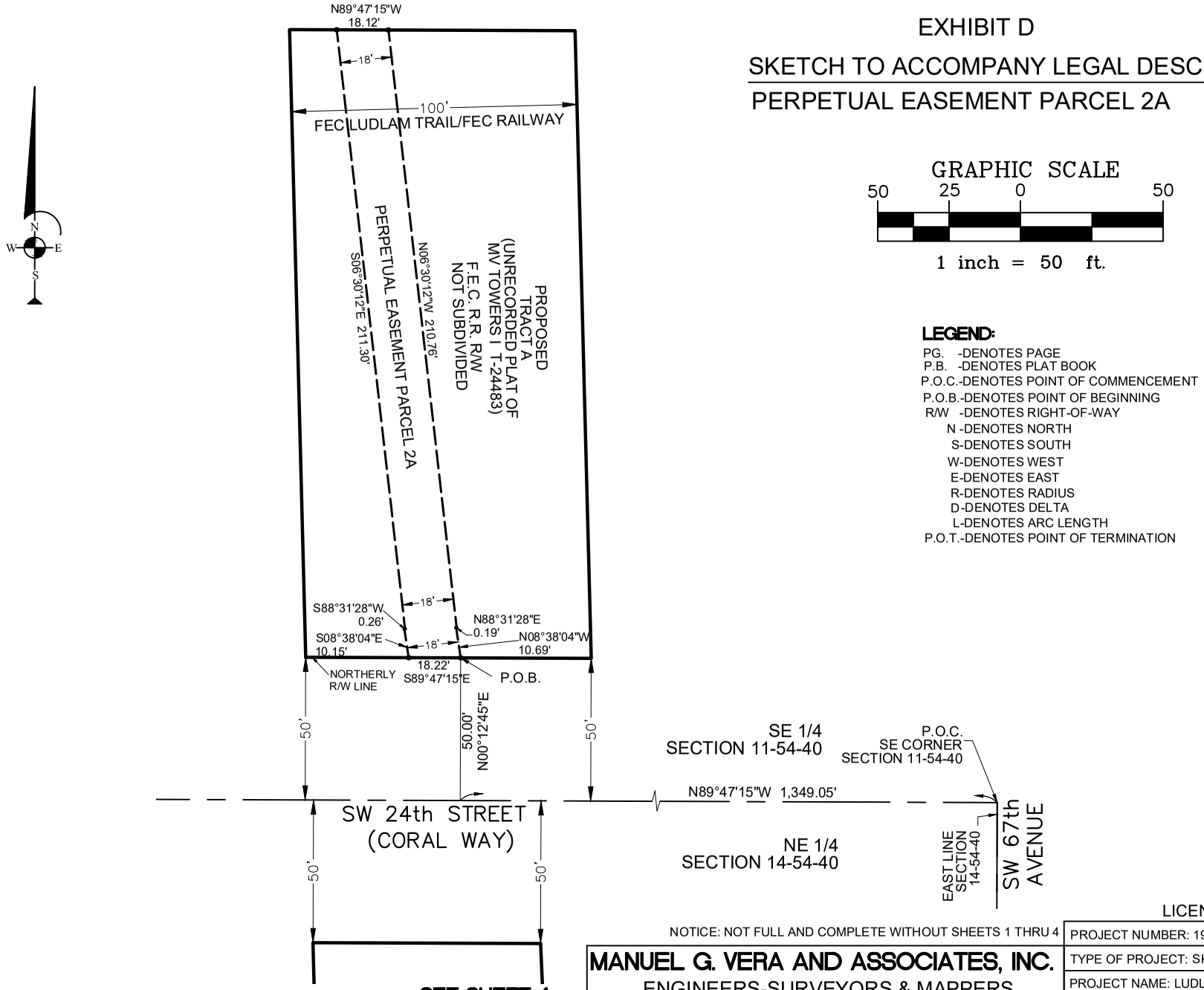
PROJECT NUMBER: 19-607 19-608		
TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION		
PROJECT NAME: LUDLAM TRAIL @ CORAL WAY		
DATE: 10-19-2022	SCALE	SHEET
DRAWN BY: S.N.	AS SHOWN	2 OF 4

MDC055

EXHIBIT D

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PERPETUAL EASEMENT PARCEL 2A



GRAPHIC SCALE

50 25 0 50

1 inch = 50 ft.

LEGEND:

PG. -DENOTES PAGE
P.B. -DENOTES PLAT BOOK
P.O.C.-DENOTES POINT OF COMMENCEMENT
P.O.B.-DENOTES POINT OF BEGINNING
R/W -DENOTES RIGHT-OF-WAY
N -DENOTES NORTH
S-DENOTES SOUTH
W-DENOTES WEST
E-DENOTES EAST
R-DENOTES RADIUS
D-DENOTES DELTA
L-DENOTES ARC LENGTH
P.O.T.-DENOTES POINT OF TERMINATION

FOR LEGAL DESCRIPTION SEE SHEET 2

LICENSED BUSINESS No.2439

NOTICE: NOT FULL AND COMPLETE WITHOUT SHEETS 1 THRU 4

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PHONE: (305) 221-6210 e-mail: snuin@mgvera.com

PROJECT NUMBER: 19-607 19-608		
TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION		
PROJECT NAME: LUDLAM TRAIL @ CORAL WAY		
DATE: 10-19-2022	SCALE	SHEET
DRAWN BY: S.N.	1"=50'	3 OF 4

MDC056

SEE SHEET 3

EXHIBIT D

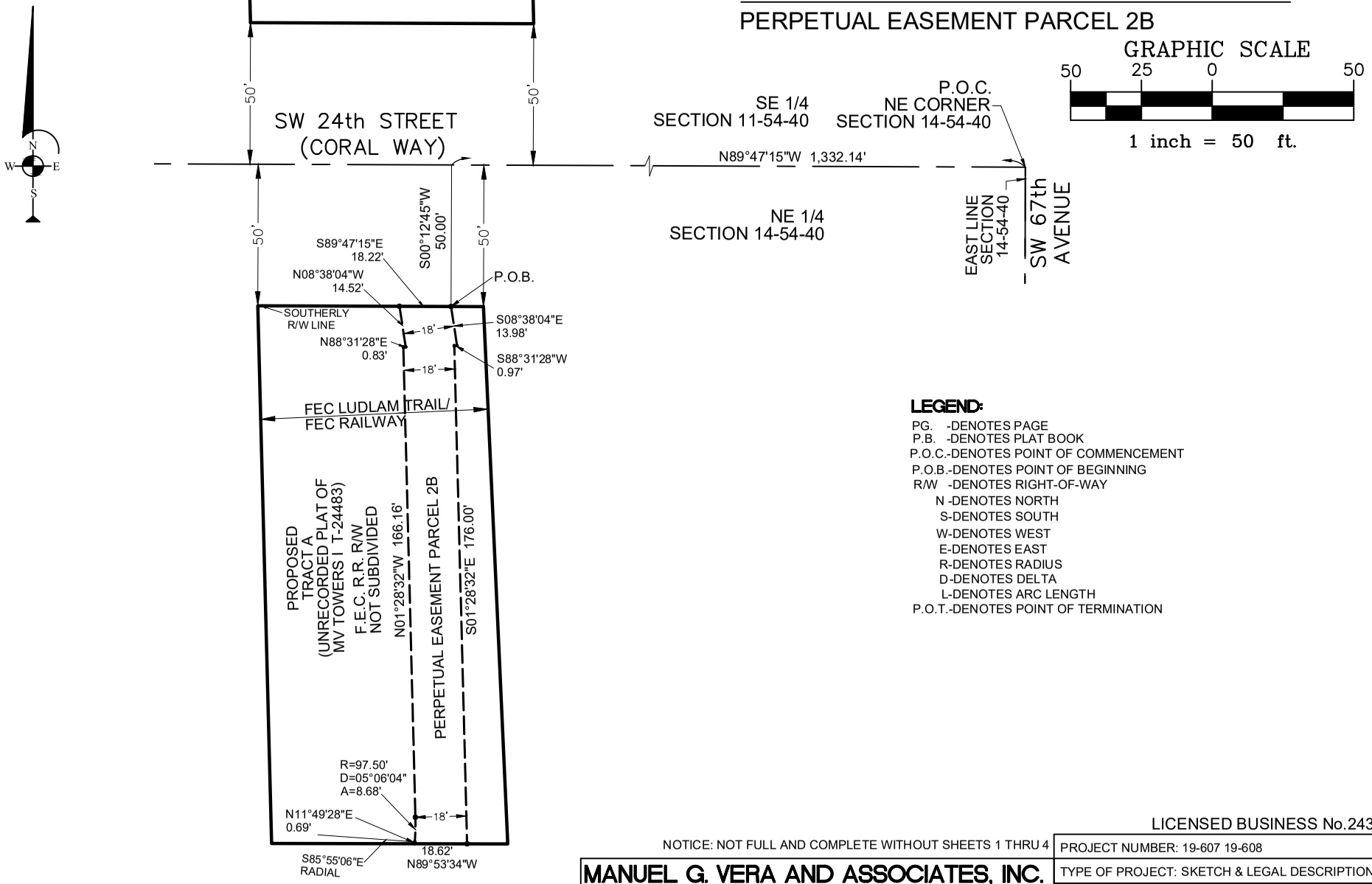
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

PERPETUAL EASEMENT PARCEL 2B

GRAPHIC SCALE

50 25 0 50

1 inch = 50 ft.



LEGEND:

PG. -DENOTES PAGE
P.B. -DENOTES PLAT BOOK
P.O.C.-DENOTES POINT OF COMMENCEMENT
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W-DENOTES WEST
E-DENOTES EAST
R-DENOTES RADIUS
D-DENOTES DELTA
L-DENOTES ARC LENGTH
P.O.T.-DENOTES POINT OF TERMINATION

FOR LEGAL DESCRIPTION SEE SHEET 2

LICENSED BUSINESS No.2439

NOTICE: NOT FULL AND COMPLETE WITHOUT SHEETS 1 THRU 4

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PHONE: (305) 221-6210 e-mail: snuin@mgvera.com

PROJECT NUMBER: 19-607 19-608		
TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION		
PROJECT NAME: LUDLAM TRAIL @ CORAL WAY		
DATE: 10-19-2022	SCALE	SHEET
DRAWN BY: S.N.	1"=50'	4 OF 4

EXHIBIT "E"

EASEMENT IMPROVEMENT DESIGN GUIDELINES AND STANDARD

EASEMENT IMPROVEMENT DESIGN GUIDELINES

I. Purpose:

These guidelines provide a working framework to enhance the identity and quality of place of the trail design within the designated eighteen (18) foot Easement through each development node along the Ludlam Trail corridor. These guidelines are intended to promote better collaboration between the Grantee, the Grantor and the professionals that may design elements within or adjacent to the easements and/or review these designs for approval. This exhibit provides guidance, not regulations. It complements, but does not supersede, Miami-Dade Zoning code and development regulations. Nothing in this document shall be construed as a zoning approval which may only occur upon the filing and subsequent approval of a zoning hearing application at a quasi-judicial zoning hearing.

II. Best Practices:

Grantor and Grantee have a mutual understanding that selected designers responsible for configuring any improvements to the trail and adjacent portions of the development areas will have working familiarity with best practices and standards in trail design, as promulgated by federal, state, and local authorities, and these designers should apply a standard of care to ensure that all designs align with best practices and applicable law.

III. Guidelines:

a. **Design for a Variety of User Groups:** Users of urban non-motorized shared-use paths are a unique blend of cyclists and pedestrians and other users. In addition to cyclists, other wheeled modes of travel may include skating, scooters, strollers, or other non-motorized means. Designed improvements should reflect this diversity of users and provide the widths, heights, and features needed for the safe enjoyment of the trail. Sensitivity to these needs include using consistently smooth surfaces for paths, providing enough space so users can avoid obstacles, taking into account the unpredictable or erratic motorist, and reflecting the objective of universal accessibility.

   i. **Pedestrians:** Taking all abilities into consideration, pedestrian paths should have a minimum width of six feet, with an ideal of eight feet to allow individuals to pass groups or couples.

   ii. **Cyclists**: Among wheeled users, cyclists require the greatest widths and design considerations due to travel speeds, maneuvering, and variation in the skills of riders. Minimum spatial needs include a two-foot shy distance from the edge of pavement. For a typical path with separated facilities for pedestrians and cyclists, the bike lanes in each direction require a minimum lane width of six feet, made up of four feet for travel and two feet of shy

space at the edge of pavement. This results in a minimum two-way bike path width of twelve feet.

In addition to the paved area of the path, lateral clear zones and clearances to vertical objects and steep grades (where railing or fencing are not provided) should be taken into consideration.

b. Accessibility and Safety

i. **Provision of Access**: The full width of the path and required clearances and connections should be open and accessible to the County for use 24 hours a day, 7 days a week, 365 days a year, unless specifically permitted by the County.

ii. **Park Connectivity**: Access points and areas of connection to parkland adjacent the Ludlam Trail easements or along the corridor are expected to meet the same guidelines as the easement.

iii. **Universal Access:** All pedestrian paths, sidewalks, stairways, and ramps within the provided Easement should be designed to provide continuous passage and meet accessible needs in keeping with state and national standards.

c. Built Environment

i. **Building Design and Urban Design**: Building façades and other accompanying architectural components of development that front the trail should treat the trail as a primary public space, and therefore that space should be faced by the fronts, not the backs, of buildings. This will provide ease of interaction with the trail, natural surveillance, visual interest, and comfort for both trail users and building occupants. This goal may be achieved by providing plentiful, frequent, transparent windows and doors. The designs of these frontages may employ shopfronts, stoops, porches, forecourts, outdoor dining areas, canopies, colonnades, and/or arcades. The buildings and other development components spatially define the edge of the trail space, so their designs should avoid large expanses of blank or inactive walls and minimize areas with few windows and/or doors. Any parking areas placed adjacent to the trail space should be set back and screened with habitable space or landscaping; unscreened parking areas (whether inside or outside of structures) next to the trail should be avoided.

ii. **Glazing and Transparency:** All building façades facing the trail easement should reflect the general intent of the glazing and transparency requirements that apply to portions of buildings facing or adjoining the building frontage zone as written in the zoning regulations, Sec. 33-485. - Development Parameters and Design Standards for Development Areas., (C) Development parameters, (1) (d) Glazing.

iii. **Trail Path Segments Passing Through and Under Buildings:** The Ludlam Trail is envisioned as a space that is open to daylight and air. Short sections along the shared-use path may however be covered overhead with structures connecting buildings, including habitable space, roofs, upper story terraces, pedestrian bridges, or automobile bridges between parking garages. In general, any such areas where the trail is covered overhead should be minimized to the extent feasible. Gaps to let light and air down to the path between covered areas should be frequent and wide. Clearance should be generous in height from the finished grade of the path to the structure overhead.

iv. **Lighting:** Aesthetic lighting of path elements should be considered in the design, including full cutoff lighting where feasible to minimize light pollution.

v. **Signage:** All wayfinding and directional signage associated with the path that is installed within the developed segments of the Corridor District should conform to *Sec. 33-486. - Development Parameters and Design Standards for Recreational Trail Segments, (A) Trail Components, (4) Wayfinding and Directional Signage.*

vi. **Public Art:** Public art within the development areas should be welcomed. In particular, any public art within the path easement itself should follow the guidelines in the *Miami-Dade County Public Art in Parks Master Plan* and *Miami-Dade County Aesthetic Master Plan.*

vii. **Above-Grade Bridge Crossings:** The goal is a relatively straight, continuous alignment for the trail; therefore, ramp switchbacks should be avoided if possible. A continuous, unobstructed, at-grade path should be provided to connect the primary corridor to the beginning of the access ramp, accessible to the public 24 hours a day, 7 days a week, 365 days a year, under the same conditions of the main trail.

EXHIBIT F

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SURVEYOR'S REPORT :

BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED MERIDIAN ALONG THE CENTERLINE OF SW 24TH STREET (CORAL WAY), WHICH BEARS N89°47'15"W.

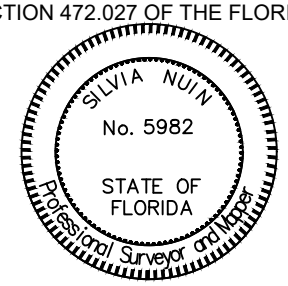
THIS IS NOT A BOUNDARY SURVEY THIS IS A SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR A PROPOSED EASEMENT.

FOR SKETCH TO ACCOMPANY LEGAL DESCRIPTION SEE SHEETS 3 AND 4.

FOR LEGAL DESCRIPTION SEE SHEET 2.

SURVEYOR'S CERTIFICATION :

I HEREBY CERTIFY THAT THIS SKETCH TO ACCOMPANY LEGAL DESCRIPTION WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND I FURTHER CERTIFY THAT SAID SKETCH IS IN COMPLIANCE WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS AND MAPPERS IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027 OF THE FLORIDA STATUTES.



SILVIA NUIN
PROFESSIONAL SURVEYOR AND MAPPER No. 5982
STATE OF FLORIDA
NOTICE: NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.
EACH SHEET AS INCORPORATED THEREIN SHALL NOT BE CONSIDERED FULL, VALID AND COMPLETE UNLESS ATTACHED TO THE OTHERS.

FOR SKETCH SEE SHEETS 3 AND 4

LICENSED BUSINESS No.2439

NOTICE: NOT FULL AND COMPLETE WITHOUT SHEETS 1 THRU 4

MANUEL G. VERA AND ASSOCIATES, INC.
ENGINEERS-SURVEYORS & MAPPERS
13960 S.W. 47th ST. MIAMI, FLORIDA 33175
PHONE: (305) 221-6210 e-mail: snuin@mgvera.com

PROJECT NUMBER: 19-607 19-608 22-613		
TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION		
PROJECT NAME: LUDLAM TRAIL @ CORAL WAY		
DATE: 11-07-2022	SCALE	SHEET
DRAWN BY: S.N.	AS SHOWN	1 OF 4

EXHIBIT F
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

MDC061

LEGAL DESCRIPTION:

SOUTH RAMP (SOUTH OF CORAL WAY)

A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY, LYING SOUTH OF SOUTHWEST 24TH STREET (CORAL WAY) IN SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 54 SOUTH, RANGE 40 EAST, SAID POINT ALSO BEING A POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY AND THE CENTERLINE OF SOUTHWEST 24TH STREET; THENCE S02°35'07"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 240.03 FEET ; THENCE N89°53'34"W FOR 15.47 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE N89°53'34"W FOR 17.49 FEET; THENCE S11°48'23"W FOR 132.55 FEET; THENCE S01°28'54''E FOR 181.40 FEET; THENCE N88°31'06"E FOR 29.00 FEET; THENCE N01°28'54''W FOR 191.18 FEET; THENCE N 11°49'06"E FOR 74.18 FEET; THENCE N01°28'54"W FOR 34.87 FEET; THENCE N07°39'44"E FOR 11.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,462.66 SQUARE FEET.

AND

NORTH RAMP (NORTH OF CORAL WAY R/W)

A PORTION OF THE RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY COMPANY, LYING NORTH OF SOUTHWEST 24TH STREET (CORAL WAY) IN SECTION 11, TOWNSHIP 54 SOUTH, RANGE 40 EAST, IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 54 SOUTH, RANGE 40 EAST, SAID POINT ALSO BEING A POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY AND THE CENTERLINE OF SOUTHWEST 24TH STREET; THENCE N89°47'15"W ALONG THE CENTERLINE OF SOUTHWEST 24TH STREET (CORAL WAY) FOR 78.73 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY; THENCE N01°28'35"W ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY FOR 270.00 FEET; THENCE S89°47'15"E FOR 17.06 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S89°47'15"E FOR 18.12 FEET; THENCE N05°55'28"W FOR 8.38 FEET; THENCE N88°31'25"E FOR 47.98 FEET; THENCE N01°28'35"W FOR 100.00 FEET; THENCE S88°31'25"W FOR 67.50 FEET; THENCE S01°28'35"E FOR 81.27 FEET; THENCE S05°53'44"E FOR 26.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,882.63 SQUARE FEET.

FOR SKETCH SEE SHEETS 3 AND 4

LICENSED BUSINESS No.2439

NOTICE: NOT FULL AND COMPLETE WITHOUT SHEETS 1 THRU 4

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PROJECT NUMBER: 19-607 19-608, 22-613		
TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION		
PROJECT NAME: LUDLAM TRAIL @ CORAL WAY		
DATE: 11-07-2022	SCALE	SHEET
DRAWN BY: S.N.	AS SHOWN	2 OF 4

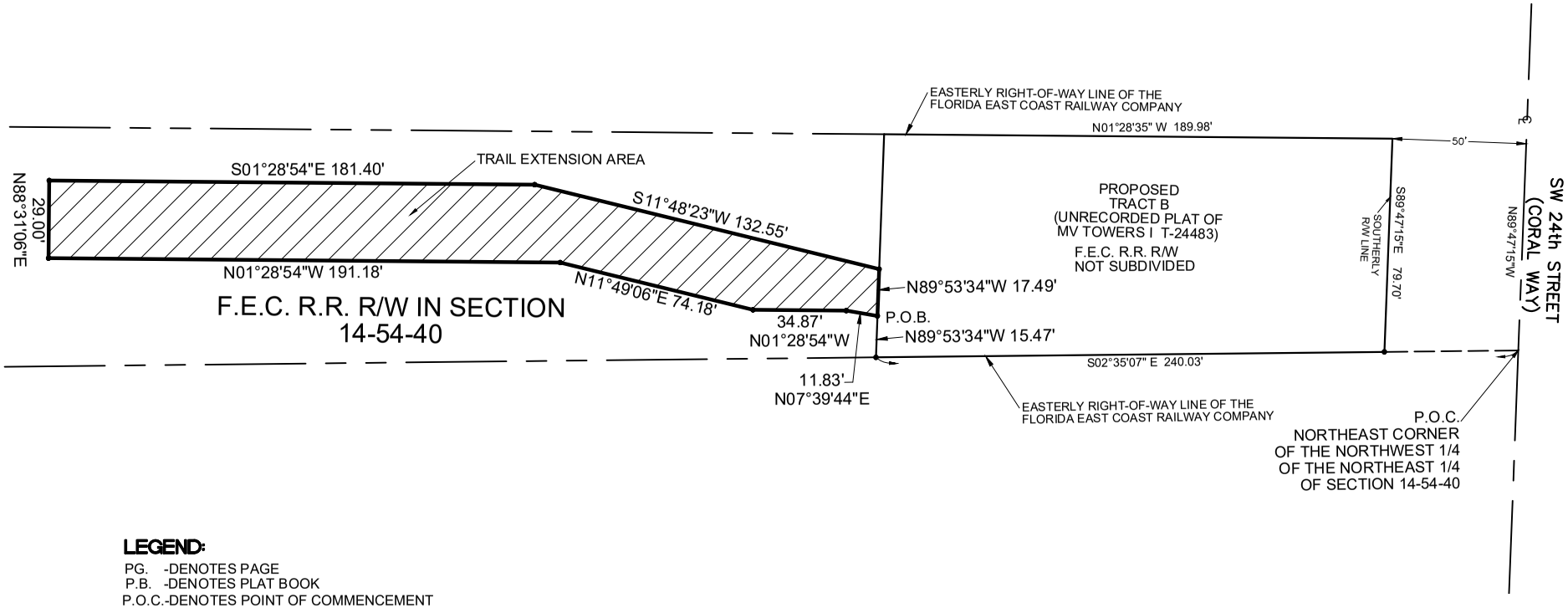
EXHIBIT F

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

GRAPHIC SCALE

60 30 0 60

1 inch = 60 ft.



MDC062

LEGEND:

PG. -DENOTES PAGE
P.B. -DENOTES PLAT BOOK
P.O.C.-DENOTES POINT OF COMMENCEMENT
P.O.B.-DENOTES POINT OF BEGINNING
R/W -DENOTES RIGHT-OF-WAY
N -DENOTES NORTH
S-DENOTES SOUTH
W-DENOTES WEST
E-DENOTES EAST
R-DENOTES RADIUS
D-DENOTES DELTA
L-DENOTES ARC LENGTH
P.O.T.-DENOTES POINT OF TERMINATION
℄-DENOTES CENTERLINE

FOR LEGAL DESCRIPTION SEE SHEET 2

NOTICE: NOT FULL AND COMPLETE WITHOUT SHEETS 1 THRU 4

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PHONE: (305) 221-6210 e-mail: snuin@mgvera.com

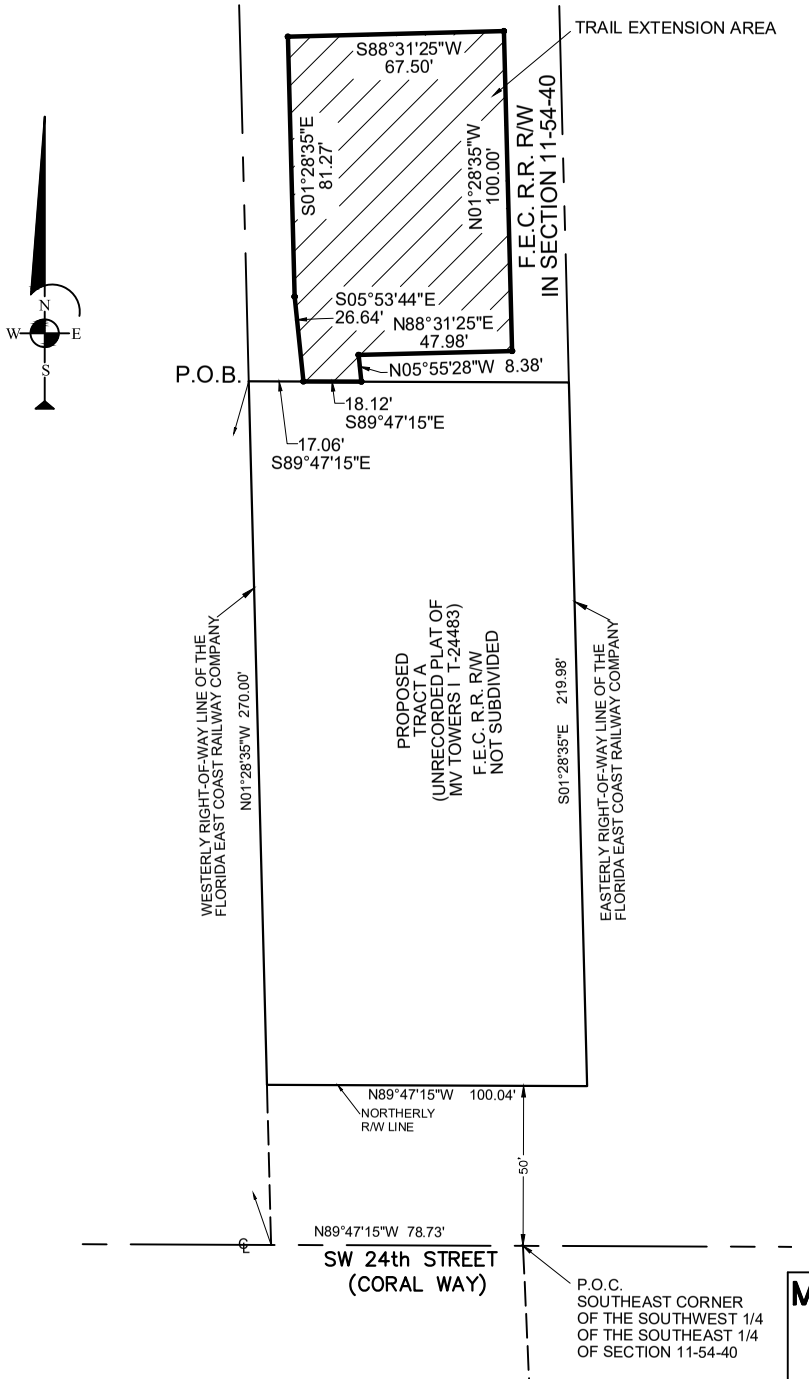
LICENSED BUSINESS No.2439

PROJECT NUMBER: 19-607 19-608, 22-613		
TYPE OF PROJECT: SKETCH & LEGAL DESCRIPTION		
PROJECT NAME: LUDLAM TRAIL @ CORAL WAY		
DATE: 11-07-2022	SCALE	SHEET
DRAWN BY: S.N.	1"=60'	3 OF 4

MDC063

EXHIBIT F

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



GRAPHIC SCALE

60 30 0 60

1 inch = 60 ft.

LEGEND:

PG. -DENOTES PAGE
P.B. -DENOTES PLAT BOOK
P.O.C.-DENOTES POINT OF COMMENCEMENT
P.O.B.-DENOTES POINT OF BEGINNING
R/W -DENOTES RIGHT-OF-WAY
N -DENOTES NORTH
S-DENOTES SOUTH
W-DENOTES WEST
E-DENOTES EAST
R-DENOTES RADIUS
D-DENOTES DELTA
L-DENOTES ARC LENGTH
P.O.T.-DENOTES POINT OF TERMINATION
℄-DENOTES CENTERLINE

FOR LEGAL DESCRIPTION SEE SHEET 2

LICENSED BUSINESS No.2439

NOTICE: NOT FULL AND COMPLETE WITHOUT SHEETS 1 THRU 4

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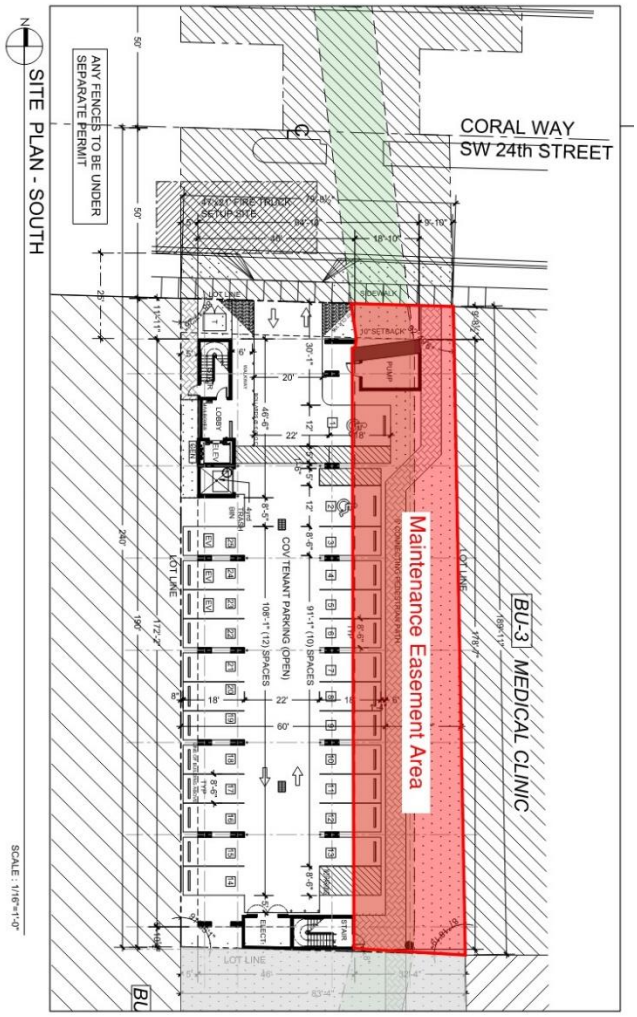
DATE: 11-07-2022	SCALE	SHEET
DRAWN BY: S.N.	1"=60'	4 OF 4

EXHIBIT "G"

MAINTENANCE ACCESS EASEMENT AREA

The following depicts the Maintenance Access Easement Area. For avoidance of doubt, LTT acknowledges and agrees that LTT will provide, in perpetuity, the County with access through the LTT's Trail Property (substantially in the form of the entrance driveways and pavement areas depicted in the Final Plans, as defined below) in order to allow the County the ability to drive over, across and through such areas in order to undertake all inspections, repairs, maintenance, and work on the Easement Improvements and Pedestrian Bridge as otherwise set forth in this section 2.A(ii).



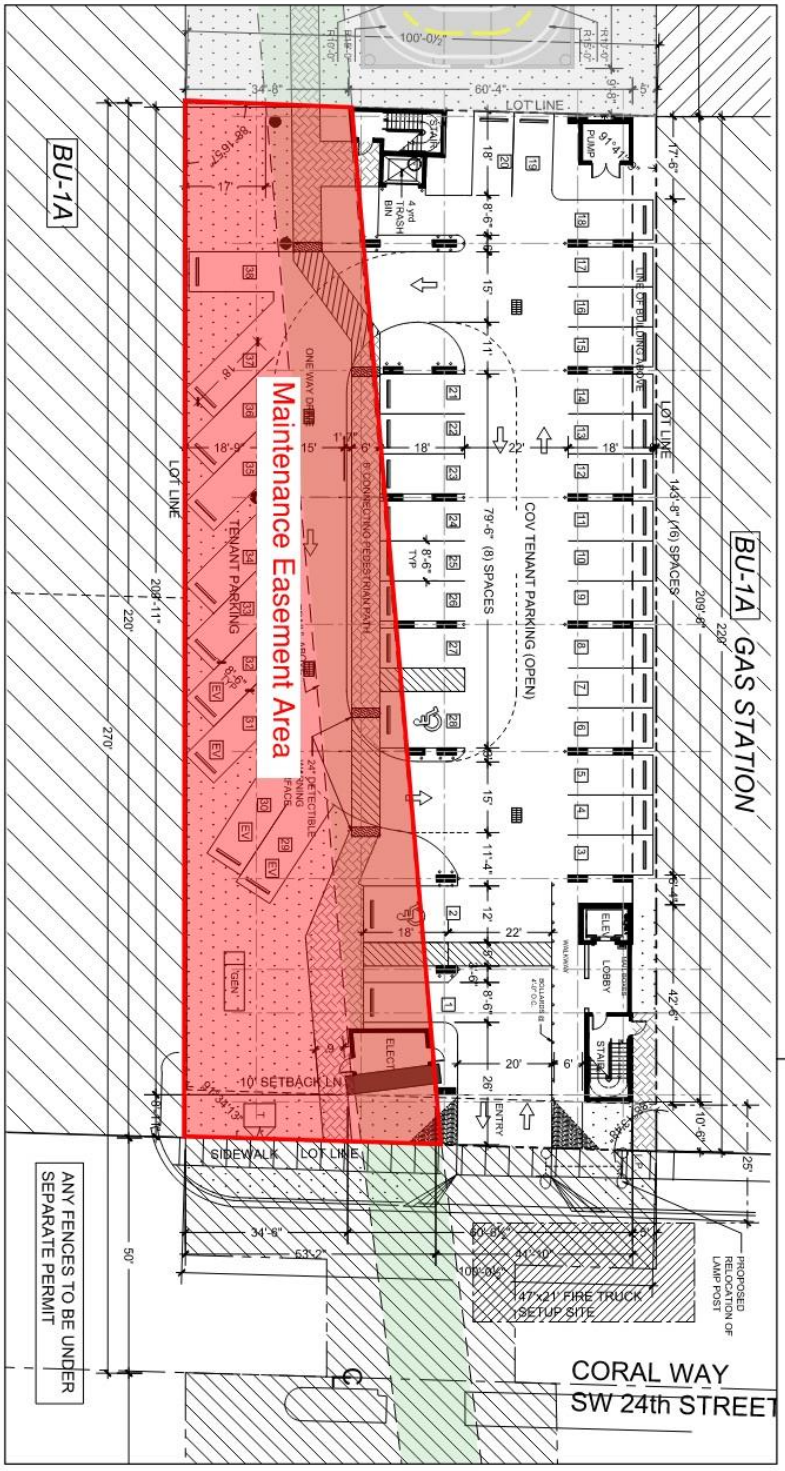

Maintenance Easement Area
BU-1A
GAS STATION
BU-1A
LOT LINE
LOT LINE
LOT LINE
SIDEWALK
10' SETBACK LN
COV TENANT PARKING (OPEN)
79'-6" (8) SPACES
145'-8" (16) SPACES
TENANT PARKING
ONE WAY DRIVE
6' CONNECTING PEDESTRIAN PATH
24' DETECTIBLE AWNING FACIA
4 yrd TRASH BIN
STAIR
LOBBY
ELEC
GEN
ENTRY
47'x21' FIRE TRUCK SETUP SITE
PROPOSED RELOCATION OF LAMP POST
ANY FENCES TO BE UNDER SEPARATE PERMIT
CORAL WAY
SW 24th STREET

EXHIBIT "H"

BILL OF SALE

BILL OF SALE

This Bill of Sale is made on this ____ of _____, 20___, by **LUDLAM TRAIL TOWERS, LLC**, a Florida limited liability company ("Seller"), in favor of **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida ("Buyer").

Witnesseth, that Seller, in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration paid to Seller by Buyer, receipt and sufficiency of which is hereby acknowledged, delivers, grants, bargains, sells and transfers forever to Buyer the following goods and chattels (such goods and chattels together, collectively, the "Personalty") to wit:

Seller covenants to Buyer that Seller is the lawful owner of the said Personalty; that said Personalty is free from all encumbrances; that Seller has good right to sell that Personalty, and that Seller will warrant and defend the sale of said Personalty unto the Buyer against the lawful claims and demands of all persons whomsoever, but, except as may be set forth in separate written agreements between the parties, Seller makes no other warranty whatsoever, express or implied, including, but not limited to, warranty of use and warranty as to merchantability and fitness for any purpose.

"Seller" and "Buyer" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of Seller and Buyer whenever the context so requires or admits.

SELLLER:

LUDLAM TRAIL TOWERS, LLC,
a Florida limited liability company

_____
Name: _____
Title _____

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

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by_____, as _____ of **LUDLAM TRAIL TOWERS, LLC**, a Florida limited liability company, on behalf of said company, who is personally known to me or who has produced _____ as identification.

_____
Printed Name:_____
Notary Public
My Commission Expires: