

## **MEMORANDUM**

Agenda Item No. 8(N)(7)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** September 6, 2023

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving a Maintenance Memorandum of Agreement for the installation and maintenance of landscape, sidewalk pavers and delineators on Florida Department of Transportation (FDOT) public right-of-way between Miami-Dade County and FDOT and an Agreement for Maintenance of Non-Standard Right-of-Way Improvements between Miami-Dade County and Grove Central JV LLC; and authorizing the County Mayor to execute both agreements and exercise the provisions contained therein, including termination provisions

Resolution No. R-764-23

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



Geri Bonzon-Keenan  
County Attorney

GBK/gh

# Memorandum



**Date:** September 6, 2023

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava  
Mayor 

**Subject:** Maintenance Memorandum Agreement for Construction and Maintenance of landscape, sidewalk pavers and delineators on Florida Department of Transportation (FDOT) public right-of-way between Miami-Dade County and FDOT

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## **Executive Summary**

The purpose of this item is for the Board of County Commissioners (Board) to approve a Maintenance Memorandum Agreement (MMOA) between Miami-Dade County (County) and Florida Department of Transportation (FDOT) for the construction and maintenance of landscape, sidewalk pavers and delineators (Non-Standard Improvements) along-side State roadway SW 27 Avenue that is under the jurisdiction of the FDOT. FDOT requires the County to enter into an Agreement for the Non-Standard Improvements.

Approval of this item will also constitute approval of a separate agreement (Maintenance Agreement), where the County's construction, maintenance, and repair obligations under the MMOA are being assumed by Grove Central JV LLC (Grove Central). That agreement is included as part of the documentation in this item. Grove Central would like a cohesive design between the TOD and the FDOT right-of-way and has requested permission from FDOT to construct and maintain Non-Standard Improvements in FDOT's right-of-way.

## **Recommendation**

It is recommended that the Board approve the attached resolution authorizing the execution of (1) the MMOA between the County and FDOT for the construction and maintenance of the Non-Standard Improvements and (2) the Maintenance Agreement between the County and Grove Central. Grove Central does agree to be fully responsible for performing the construction, maintenance, and repair obligations relating to the Non-Standard Improvements in accordance with the standards and specifications of the MMOA, at Grove Central's sole cost and expense.

## **Scope**

This project is located in District 7, which is represented by Commissioner Raquel Regalado.

## **Delegation of Authority**

The authority of the County Mayor of County Mayor's designee to execute and implement the MMOA and the Maintenance Agreement, including all the provisions contained therein, is consistent with those authorities granted under the Code of Miami-Dade County.

## **Fiscal Impact/Funding Source**

Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

Page No. 2

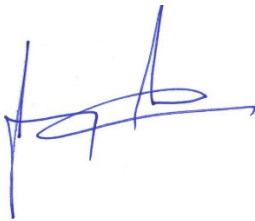
The project will be solely funded and built by Grove Central. Grove Central shall provide a surety bond or irrevocable letter of credit to the County to cover the costs of removing the improvements, should FDOT require said removal.

**Track Record/Monitor**

The project will be assigned to Javier Bustamante, Assistant Director, Transit Project Management & Support Services Division, Department of Transportation and Public Works who will be responsible for monitoring this project for the County.

**Background**

On December 12, 2015, the Board adopted Resolution No. R-1174-15, which approved the Lease between the County and GRP Grove Metro Station, LLC ("Tenant") for Tenant to construct the Transit Oriented Development (TOD) at Coconut Grove Metrorail. On December 15, 2020, the Board adopted Resolution No. R-1249-20, which approved the First Amendment to Lease to allow for Project redesign to reflect current area real estate market demands for increase in the number of available workforce housing and to increase retail component of the TOD for further job creation. Grove Central is an affiliate of the Tenant. Grove Central would like a cohesive design between the TOD and the FDOT right-of-way and has requested permission from FDOT to construct and maintain Non-Standard Improvements in FDOT's right-of-way. FDOT has requested that the County enter into a Maintenance Memorandum of Agreement (MMOA) to ensure that the Non-Standard Improvements are maintained to FDOT standards. Both the MMOA with FDOT and a separate Maintenance Agreement with Grove Central are simultaneously presented to this Board for approval. The approval of this Maintenance Agreement with Grove Central would provide that Grove Central shall be responsible for all the County's maintenance and repair obligations pursuant to the MMOA between the County and FDOT.



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Jimmy Morales,  
Chief Operations Officer



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** September 6, 2023

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(N)(7)

Please note any items checked.

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

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(N)(7)  
9-6-23

RESOLUTION NO. \_\_\_\_\_ R-764-23

RESOLUTION APPROVING A MAINTENANCE MEMORANDUM OF AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPE, SIDEWALK PAVERS AND DELINEATORS ON FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PUBLIC RIGHT-OF-WAY BETWEEN MIAMI-DADE COUNTY AND FDOT AND AN AGREEMENT FOR MAINTENANCE OF NON-STANDARD RIGHT-OF-WAY IMPROVEMENTS BETWEEN MIAMI-DADE COUNTY AND GROVE CENTRAL JV LLC; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE BOTH AGREEMENTS AND EXERCISE THE PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION PROVISIONS

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

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

**Section 1.** Incorporates the foregoing recital and approves a Maintenance Memorandum of Agreement for the installation and maintenance of landscape, sidewalk pavers, and delineators on Florida Department of Transportation (FDOT) public right-of-way between Miami-Dade County and FDOT, in substantially the form attached hereto and incorporated herein.

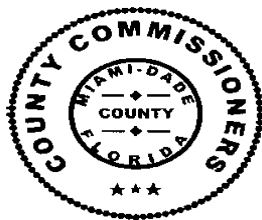
**Section 2.** Approves an Agreement for Maintenance of Non-Standard Right-of-Way Improvements between Miami-Dade County and Grove Central JV LLC, in substantially the form attached hereto and incorporated herein.

**Section 3.** Authorizes the County Mayor or County Mayor's designee to execute both agreements for and on behalf of Miami-Dade County, to exercise the provisions contained therein, including termination provisions, and to take all actions necessary to effectuate same.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

|                                  |            |                      |            |
|----------------------------------|------------|----------------------|------------|
| Oliver G. Gilbert, III, Chairman | <b>aye</b> |                      |            |
| Anthony Rodríguez, Vice Chairman | <b>aye</b> |                      |            |
| Marleine Bastien                 | <b>aye</b> | Juan Carlos Bermudez | <b>aye</b> |
| Kevin Marino Cabrera             | <b>aye</b> | Sen. René García     | <b>aye</b> |
| Roberto J. Gonzalez              | <b>aye</b> | Keon Hardemon        | <b>aye</b> |
| Danielle Cohen Higgins           | <b>aye</b> | Eileen Higgins       | <b>aye</b> |
| Kionne L. McGhee                 | <b>aye</b> | Raquel A. Regalado   | <b>aye</b> |
| Micky Steinberg                  | <b>aye</b> |                      |            |

The Chairperson thereupon declared this resolution duly passed and adopted this 6<sup>th</sup> day of September, 2023. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Annery Pulgar Alfonso

**FLORIDA DEPARTMENT OF TRANSPORTATION  
LANDSCAPE, SIDEWALK PAVERS AND DELINEATORS  
MAINTENANCE MEMORANDUM OF AGREEMENT  
WITH MIAMI-DADE COUNTY**

This **AGREEMENT**, entered into on \_\_\_\_\_, 2023, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter called the **COUNTY**, and collectively referred to as the **PARTIES**.

**RECITALS:**

- A. The **DEPARTMENT** has jurisdiction over and under **State Road (SR) 9 (SW 27<sup>th</sup> Avenue) at SR-5 (US-1) (South Dixie Highway)**, which is located within the limits of the **COUNTY**; and
- B. The **COUNTY**, pursuant to **Permit Numbers 2019-A-690-00068, 2022-N-690-00002, 2022-C-690-00020, 2022-D-690-00042, 2022-L-690-00008, and 2022-L-690-00011**, has drafted design plans for improvements along SW 27<sup>th</sup> Avenue just north of US-1, the limits of which are described in the attached Exhibit 'A' (the **PROJECT LIMITS**), which by reference shall become a part of this **AGREEMENT**; and
- C. The **COUNTY** or Permittee will install landscape, sidewalk pavers and delineators along SR-9, inside **DEPARTMENT** Right-of-Way and Easements, within the **PROJECT LIMITS**, in accordance with the design plans for Permit Numbers # 2019-A-690-00068, 2022-N-690-00002, 2022-C-690-00020, 2022-D-690-00042, 2022-L-690-00008, and 2022-L-690-00011 (the "Project"); and
- D. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party with regards to the maintenance of the landscape, sidewalk pavers, and delineators installed pursuant to the Project; and
- E. The **COUNTY**, by Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, attached hereto as Exhibit 'B', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

**1. RECITALS**

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

**2. ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES**

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the landscape, sidewalk pavers and delineators (collectively the "**IMPROVEMENTS**") within the **PROJECT LIMITS** to the **COUNTY** upon the **DEPARTMENT's** issuance of the executed Permit to the **COUNTY** or Permittee.

**3. COUNTY'S MAINTENANCE RESPONSIBILITIES**

So long as the **IMPROVEMENTS** remain in place, the **COUNTY** shall be responsible for the maintenance of the same. The **COUNTY** shall maintain the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, with respect to the landscape, the **COUNTY** shall maintain same in accordance with the International Society of Arboriculture standards, guidelines and procedures, the latest edition of the "Maintenance Rating Program", and Index 546 of the latest **DEPARTMENT** Design Standards, as may be amended from time to time. The **COUNTY** shall further maintain the **IMPROVEMENTS** in accordance with the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The **COUNTY's** maintenance obligations shall include but not be limited to:

**3.1 General Requirements:**

- a. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- b. Removing and disposing of all trimmings, roots,

branches, litter, and any other debris resulting from the activities described by 3.2 through 3.4.

- c. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- d. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

### **3.2 Landscape and Associated Improvements:**

- a. Mowing, cutting and/or trimming and edging the grass and turf within the **PROJECT LIMITS**.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.
- c. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.
- d. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- e. Mulching all plant beds and tree rings.

- f. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- g. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.
- h. Repairing irrigation systems and associated components as needed. Paying for all water use and all costs associated therewith.
- i. Repairing decorative lighting systems as needed. Paying for all electricity and all costs associated therewith.
- j. Ensure that at a minimum, the rock-bed thickness specified in the permit plans is maintained and that the rock surface finishes and geometry also meet the permitted design.
- k. Keep rock surface clear of all vegetation and growths by using applicable herbicides and/or removing manually.
- l. Supplement the water and nutrient intake for all existing and proposed landscaping when the rock surface becomes a barrier for tree nourishment.
- m. Monitor and adjust the permeability of the rock surface to ensure proper water infiltration into the medians and to avoid additional water sheet-flow to travel lanes.
- n. Sweep the decorative rocks periodically to keep it free of debris and to maintain an aesthetically pleasing condition. A light pressure washing may be necessary for heavy stain removal or cleaning.
- o. Frequently monitor and adjust the rock surfaces to ensure maintenance equipment and operations do not dislodge rocks and become a hazard to the public.
- p. Keep travel lanes and sidewalks clear of all rocks.

- q. When remedial action is required in accordance with the above requirements, the **COUNTY** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified. Follow the manufacturer's recommendations for all required repairs.
- r. Inspect and maintain all benches, trash receptacles, recycling bins, bike racks, deep wells, and any other feature not installed by the **DEPARTMENT**.
- s. Repairing all sidewalks damaged by landscaping found inside and outside the **DEPARTMENT'S** Right-of-Way.
- t. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- u. When remedial action is required in accordance with the above requirements, the **COUNTY** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified.
- v. Removing and disposing of litter from the **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

### **3.3 Decorative Pavers:**

- a. Sweep the decorative pavers periodically to keep it free of debris and to maintain an aesthetically pleasing condition. A light pressure washing may be necessary for heavy stain removal or cleaning.
- b. The **COUNTY** shall conduct annual condition surveys of the decorative pavers, including their perimeter concrete edges for gaps, settlement, drop-offs, and

other deficiencies for the life of the decorative pavers.

- c. Performing routine and regular inspections of the decorative pavers, including their perimeter concrete edges to ensure that the surface is American with Disabilities Act (ADA) compliant.
- d. Gaps within the decorative pavers shall not exceed a quarter (0.25) of an inch.
- e. Differential settlement within the decorative pavers shall not exceed a quarter (0.25) of an inch in depth.
- f. Undertaking the maintenance and repair (when needed) of decorative pavers, including their perimeter concrete edges.
- g. For any routine repairs or replacement due to noticeable color scarring or surface deterioration of the decorative pavers, the product authorized installer should be contacted.
- h. When remedial action is required in accordance with the above requirements, the **COUNTY** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified.

### **3.4 Traffic Delineators on Median Separator**

- a. Inspect, repair, reinstall and maintain the delineators placed by the **PROJECT** on the median separator.
- b. Retrieve any and all delineators that may come off, or have come off the median, to ensure the travel lanes are clear and not obstructed by any delineator.
- c. Replace the delineators with products that have been pre-approved by the **DEPARTMENT** as found in the **DEPARTMENT's** qualified/approved products list.
- d. When remedial action is required in accordance with the above requirements, the **COUNTY** at its own expense

shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified.

The **COUNTY** shall submit all services logs, inspections and surveys to the **DEPARTMENT** Warranty Coordinator as required in the above maintenance responsibilities.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **COUNTY** is performing its duties pursuant to this **AGREEMENT**. The Department shall share with the **COUNTY** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**. The **COUNTY** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

#### **4. MAINTENANCE DEFICIENCIES**

If at any time it shall come to the attention of the **DEPARTMENT** that the **COUNTY's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the County Director (or designee), to notify the **COUNTY** of the maintenance deficiencies. From the date of receipt of the notice, the **COUNTY** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the **IMPROVEMENTS**, or a part thereof, and invoice the **COUNTY** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 7, remove, abandon or place out of service any or all the **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **COUNTY** the reasonable cost of such removal.

## **5. NOTICES**

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To the DEPARTMENT:** Florida Department of Transportation  
1000 Northwest 111<sup>th</sup> Avenue, Room 6205  
Miami, Florida 33172-5800  
Attn: District Maintenance Engineer

**To the COUNTY:** Department of Transportation and Public Works  
701 Northwest 1<sup>st</sup> Court, Suite 1700  
Miami, Florida 33136  
Attn: Director, Miami-Dade County

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

## **6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS**

- a. The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, by the **DEPARTMENT**. In the event the **DEPARTMENT** intends to relocate or adjust the **IMPROVEMENTS**, copies of all plans will be provided to the **COUNTY**. The **COUNTY's** maintenance responsibilities will survive after the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.

## **7. TERMINATION**

This **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **COUNTY** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **COUNTY** refuses

to allow public access to any or all documents, papers, letters, or other materials made or received by the **COUNTY** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.

- c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.
- d. By the **DEPARTMENT**, if the **DEPARTMENT** determines within its sole discretion that there is inadequate maintenance that poses a risk of a safety hazard to the public or financial liability to the **DEPARTMENT**.

#### **8. TERMS**

- a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.

- b. E-Verify

The **COUNTY** shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.  
(Executive Order Number 2011-02)

The **COUNTY** shall insert the above clause into any contract entered into by the **COUNTY** with vendors or contractors hired by the **COUNTY** for purposes of performing its duties under this **AGREEMENT**.

- c. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.
- e. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.
- f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.
- g. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.
- i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

## **9. INDEMNIFICATION**

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **COUNTY** shall promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **COUNTY's** negligent exercise or of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any negligent act, negligent action, negligence or omission by the **COUNTY**, its officers, agents, employees or representatives in the performance of this **AGREEMENT**, whether direct or indirect, except that neither the **COUNTY** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of the **DEPARTMENT**.

The **COUNTY's** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT's** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **COUNTY's** receipt of the **DEPARTMENT's** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**. The **DEPARTMENT's** failure to notify the **COUNTY** of a claim shall not release the **COUNTY** of the above duty to defend and indemnify the **DEPARTMENT**.

The **COUNTY** shall pay all costs and fees related to this obligation and its enforcement by the **DEPARTMENT**. The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

The **COUNTY's** evaluation of liability or its inability to evaluate liability shall not excuse the **COUNTY's** duty to

defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was negligent shall excuse performance of this provision by the **COUNTY**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

MIAMI-DADE COUNTY:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION:

BY: \_\_\_\_\_  
County Mayor

BY: \_\_\_\_\_  
District Director of  
Transportation Operations

ATTEST: \_\_\_\_\_ (SEAL)  
County Clerk

ATTEST: \_\_\_\_\_  
Executive Secretary

LEGAL REVIEW:

BY: \_\_\_\_\_  
County Attorney

BY: \_\_\_\_\_  
District Chief Counsel

## **EXHIBIT 'A'**

### **PROJECT LIMITS**

Below are the limits of the roadway improvements to be maintained under this **AGREEMENT**.

**State Road Number:** 9

**Local Street Name:** SW 27<sup>th</sup> Avenue

**Agreement Limits:** Just north of  
SR-5 (US-1) (South Dixie Highway)  
Plus all Easements

**County:** Miami-Dade

***EXHIBIT 'B'***

**MIAMI-DADE COUNTY RESOLUTION**

To be herein incorporated once ratified by the Board of County Commissioners.

## EXHIBIT "A"

### LEGAL DESCRIPTION:

A portion of S.W. 27th Avenue (State Road No. 9) lying adjacent to Tract "A", COCONUT GROVE STATION, according to the plat thereof, as recorded in Plat Book 127 at Page 85, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of said Tract "A", the following three (3) courses being along the East line of said Tract "A", also being the West right of way line of said S.W. 27th Avenue (State Road No. 9); 1) thence N 26°10'07" W for 42.03 feet; 2) thence N 02°20'06" W for 92.74 feet to a point of curvature; 3) thence Northwestery along a 31.00 foot radius curve leading to the left through a central angle of 54°18'08" for an arc distance of 29.38 feet to a point on a circular curve concave to the Southwest and whose radius point bears S06°31'33"W; thence Southeasterly along a 40.00 foot radius curve leading to the right through a central angle of 81°08'21" for an arc distance of 56.65 feet to a point on tangency; thence S 02°20'06" E for 115.41 feet; thence S 67°42'45" W along the Easterly extension of the Southerly line of said Tract "A", also being the Northerly line of Metrorail Right of Way for 4.20 feet to the Point of Beginning.

### SURVEYOR'S NOTES:

- This site lies in Section 16, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida.
- All documents are recorded in the Public Records of Miami-Dade County, Florida unless otherwise noted.
- Bearings hereon are referred to an assumed value of S 67°42'45" W for the Southerly line of Tract "A".
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- Lands shown hereon containing 2,714 square feet, or 0.062 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2002-028-1.

### SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on June 2, 2023, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

FORTIN, LEAVY, SKILES, INC., LB3653

Digitally signed by Daniel C Fortin  
DN: c=US, o=Florida,  
dnQualifier=A01410D000001867E53  
1E56000A6E7A, cn=Daniel C Fortin  
Date: 2023.06.04 18:01:03 -04'00'

By:

Daniel C. Fortin Jr., FLS 6435  
Surveyor and Mapper, LS6435  
State of Florida.

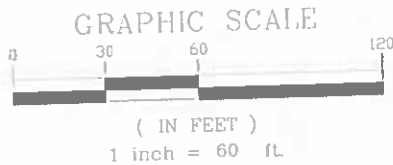
|           |              |
|-----------|--------------|
| Drawn By  | MAP          |
| Cad. No.  | 200881       |
| Ref. Dwg. | 2002-028-1   |
| Plotted:  | 6/2/23 8:14a |

### LEGAL, SURVEYOR'S NOTES & CERTIFICATION

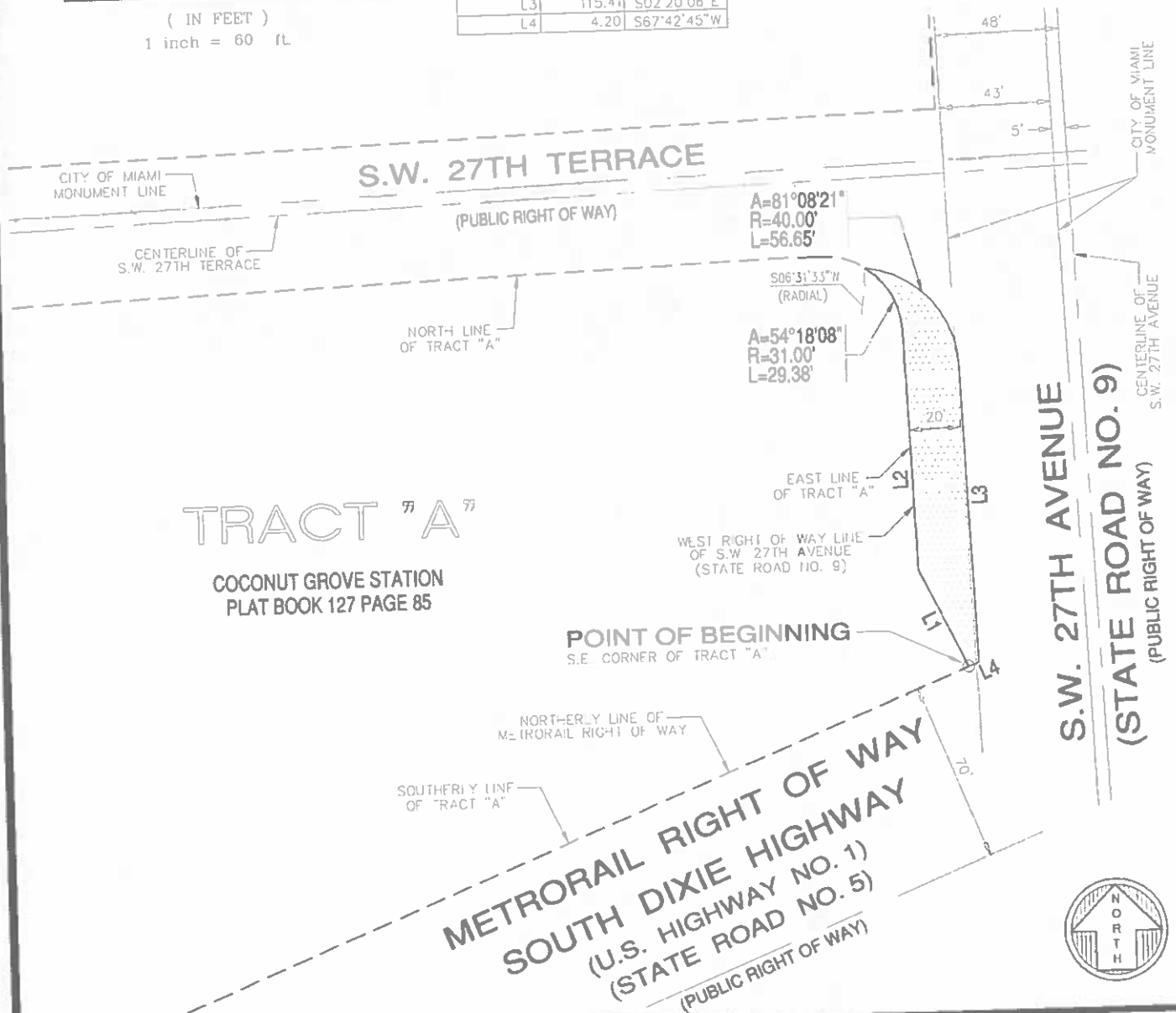
**FORTIN, LEAVY, SKILES, INC.**  
CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
180 Northeast 168th. Street / North Miami Beach, Florida. 33162  
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

|          |              |
|----------|--------------|
| Date     | 6/2/23       |
| Scale    | NOT TO SCALE |
| Job. No. | 230434       |
| Dwg. No. | 1023-001-1   |
| Sheet    | 1 of 3       |

# EXHIBIT "A"



| LINE TABLE |        |              |
|------------|--------|--------------|
| LINE       | LENGTH | BEARING      |
| L1         | 42.03  | N26°10'07" N |
| L2         | 92.74  | N02°20'06" W |
| L3         | 115.41 | S02°20'06" E |
| L4         | 4.20   | S67°42'45" W |



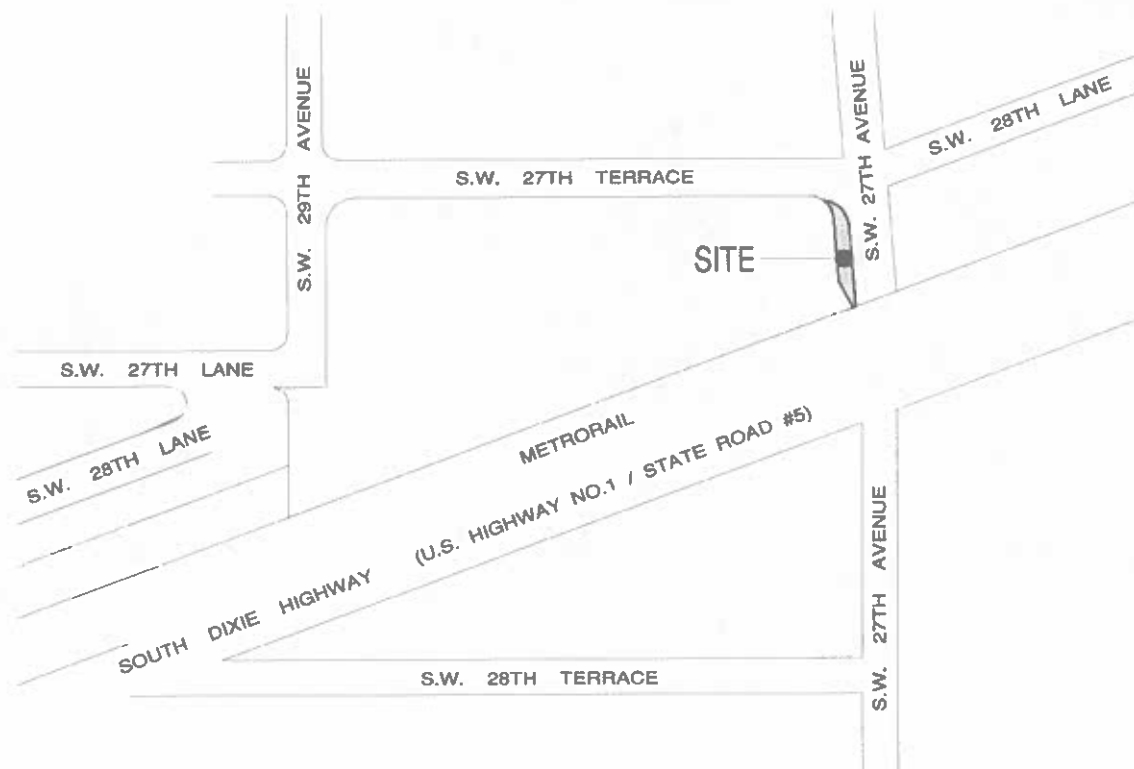
Drawn By MAP  
 Cad. No. 200881  
 Ref. Dwg. 2002-028-1  
 Plotted: 6/2/23 8:14o

## SKETCH OF DESCRIPTION

**FORTIN, LEAVY, SKILES, INC.**  
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162  
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

Date 6/2/23  
 Scale 1"=60'  
 Job. No. 230434  
 Dwg. No. 1023-001-  
 Sheet 2 of 3

# EXHIBIT "A"



Drawn By MAP

Cad. No. 200881

Ref Dwg. 2002-028-1

Plotted: 6/2/23 8:14a

## LOCATION SKETCH

**FORTIN, LEAVY, SKILES, INC.**  
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162  
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

Date 6/2/23

Scale NOT TO SCALE

Job. No. 230434

Dwg. No. 1023-001-1

Sheet 3 of 3

# GROVE CENTRAL

28200 SW 27TH TERRACE, MIAMI, FL 33133

**OWNER**  
GRP GROVE METRO STATION, LLC  
3330 MARY STREET, STE 302, MIAMI, FL 33133

**LANDSCAPE ARCHITECT**



200 10TH STREET, 4TH FLOOR  
BROOKLYN, NY 11215

**PROJECT NUMBER** 2020055.9

**TITLE**

**LANDSCAPE PLANS**

| NO. | DATE       | REVISION                       |
|-----|------------|--------------------------------|
| 1   | 10/07/2021 | LANDSCAPE PERMIT SUBMISSION    |
| 2   | 12/01/2021 | LANDSCAPE PERMIT SUBMISSION 02 |
| 3   | 01/14/2023 | LANDSCAPE PERMIT SUBMISSION 03 |
| 4   | 02/14/2023 | LANDSCAPE PERMIT SUBMISSION 04 |
| 5   |            |                                |
| 6   |            |                                |
| 7   |            |                                |
| 8   |            |                                |
| 9   |            |                                |
| 10  |            |                                |

**DESIGN**  
LANDSCAPE AND URBAN DESIGN

**DATE** 02/04/2023

**SCALE** AS NOTED

**DESIGNED BY** AM

**CHECKED BY** WPM

**PAGE**

15 2500 LOCAL OFFICE

17000 LANDSCAPE AND URBAN DESIGN

17000 LANDSCAPE AND URBAN DESIGN

02/04/2023 DATE

AS NOTED SCALE

AM DESIGNED BY

WPM CHECKED BY

PAGE

**Walter Meyer**

Responsible person for Walter Meyer

Walter Meyer, Inc. 17000 SW 27TH AVE MIAMI, FL 33137-0000

**SHEET NUMBER**

**LO-01**

ROW LINE  
LINE OF AVAILABLE SIGHT  
BASED ON PLANTING  
PROPOSED TREE WITHIN FOOT  
RIGHT-OF-WAY

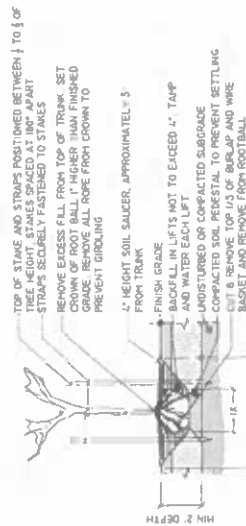
PROPOSED HERBACEOUS PLANTED AREA (SEE SPECIES IN TABLE BELOW)

NOTE:  
1. TREES IN ROW HAVE ONE YEAR WARRANTY.  
2. TREES WILL BE LIMBED UP TO 10' HT AS REQUIRED PER FIGURE 212.11.3 IN THE FDOT DESIGN MANUAL.

| ALTA | FLORA | COMMON NAME       | SIZE AT TIME OF PLANTING | PLANTING DATE | FACE OF CUB | DEPT FROM INTERFERENCE | NOTES |
|------|-------|-------------------|--------------------------|---------------|-------------|------------------------|-------|
| 1    | 1     | SOUTH TEXAS PLAIN | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 2    | 2     | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 3    | 3     | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 4    | 4     | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 5    | 5     | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 6    | 6     | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 7    | 7     | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 8    | 8     | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 9    | 9     | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 10   | 10    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 11   | 11    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 12   | 12    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 13   | 13    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 14   | 14    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 15   | 15    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 16   | 16    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 17   | 17    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 18   | 18    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 19   | 19    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 20   | 20    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 21   | 21    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 22   | 22    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 23   | 23    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 24   | 24    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 25   | 25    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 26   | 26    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 27   | 27    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 28   | 28    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 29   | 29    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 30   | 30    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 31   | 31    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 32   | 32    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 33   | 33    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 34   | 34    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 35   | 35    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 36   | 36    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 37   | 37    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 38   | 38    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 39   | 39    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 40   | 40    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 41   | 41    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |
| 42   | 42    | 10' x 10' x 10'   | 10' x 10' x 10'          | 10/1/50       | 10'         | 10'                    | 10'   |

| PLANT OR PLANTED AREA  | WATERING METHOD | 5 CM | 2 SPACING O.C. |
|------------------------|-----------------|------|----------------|
| ARECA ADJUTANTIA       | WATERING METHOD | 5 CM | 2 SPACING O.C. |
| PLAUSANTIA C. WILLIAMS | WATERING METHOD | 5 CM | 2 SPACING O.C. |
| PLAUSANTIA C. WILLIAMS | WATERING METHOD | 5 CM | 2 SPACING O.C. |

### ② PLANTING SCHEDULE



⑦ TREE PLANTING



PROPOSED SITE PLAN

$$z \in \mathbb{R}$$

MDC025

**AGREEMENT FOR MAINTENANCE  
OF NON-STANDARD RIGHT-OF-WAY IMPROVEMENTS**

THIS agreement ("**Agreement**") made and entered into this \_\_\_\_ day of \_\_, 2023, by and between the undersigned Grove Central JV LLC, a Delaware limited liability company (hereinafter called "**Grove Central**") and MIAMI DADE COUNTY, a political subdivision of the State of Florida, and its successors in interest, whose Post Office address is 111 N.W. 1<sup>st</sup> Street, Miami, Florida 33128-1970, hereinafter referred to as the "**County**" (collectively the "**Parties**"); and

WHEREAS, GRP Grove Metro Station, LLC, a Florida limited liability company, ("**Tenant**") is the ground tenant of the property located at 2780 SW 27 Avenue, Miami, Florida, Folio No. 01-4116-117-0010, as legally described in Exhibit "A" (the "**Property**") pursuant to a ground lease between Tenant and County (the "**Lease**"), as generally described in the Memorandum of Ground Lease recorded on January 7, 2016, in the public records of Miami-Dade County at Book 29919, Page 252; and

WHEREAS, the Property is owned by County; and

WHEREAS, SW 27<sup>th</sup> Avenue is a state roadway that is under the jurisdiction of the Florida Department of Transportation ("**FDOT**"); and

WHEREAS, Tenant has requested permission from FDOT to construct and maintain landscape, sidewalk pavers and delineators in accordance with the plans approved by FDOT and attached hereto as Exhibit "B" (hereinafter collectively called the "**Improvements**") within the public right-of-way on SW 27<sup>th</sup> Avenue, adjacent to the Property, and as described on Exhibit "C" containing a sketch and legal description of the location of the Improvements within the subject FDOT right-of-way (the "**Project Area**"); and

WHEREAS, in connection with the permitting of the Improvements, FDOT has requested that the County enter into a Maintenance Memorandum of Agreement (the "**MMOA**"), incorporated herein as Exhibit "D", to provide for the construction and future maintenance of the Improvements; and

WHEREAS, the MMOA between FDOT and the County was approved by the Miami-Dade County Board of County Commissioners on \_\_\_\_\_, 2023 pursuant to Resolution No. \_\_\_\_\_; and

WHEREAS, the County has required the Tenant to cause an affiliate of Tenant to execute and deliver to the County this instrument as a condition precedent to the entering into the MMOA; and

WHEREAS, Grove Central is an affiliate of Tenant and desires to maintain the Improvements as set forth in this Agreement; and

NOW THEREFORE, in consideration of the permission by the County to allow the

construction and maintenance of the Improvements within the dedicated public right of way in accordance with the MMOA, and in the further consideration of the County's approval of the MMOA, the Parties hereto agree as follows:

1. The above recitals are incorporated as if fully set forth herein.

2. Grove Central does hereby agree to be fully responsible for performing the maintenance and repair obligations relating to the aforementioned Improvements in accordance with the standards and specifications provided in Section 3 (including all subparts) of the MMOA, at its sole cost and expense. Within ten (10) business days after the full execution of this Agreement, Grove Central shall provide a surety bond or irrevocable letter of credit to the County in the amount of Fifty Thousand Dollars (\$50,000) to cover the costs of removing the Improvements (including the non-standard pavers, landscaping, and delineators to be located within the Project Area) with a concrete sidewalk in the event such removal and replacement is required pursuant to the terms of the MMOA or this Agreement (the "Security"). The form of the Security shall be subject to the prior review and approval of the County in its reasonable discretion.

3. Grove Central shall (i) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Grove Central or its contractor during the term; and (ii) expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. Grove Central shall insert the above clause into any contract entered into by Grove Central with vendors or contractors hired by Grove Central for purposes of performing its duties under this Agreement.

4. If at any time it shall come to the attention of the County that Grove Central's responsibilities as established herein are not being properly accomplished pursuant to the terms of this Agreement, the County may, at its option, issue a written notice, in accordance with Section 7 of this Agreement, to notify Grove Central of the maintenance deficiencies. From the date of receipt of the notice, Grove Central shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 7 of this Agreement. If said deficiencies are not corrected within this time period, the County may, at its option, proceed as follows:

a. Maintain the Improvements, or a part thereof, and invoice Grove Central for expenses incurred. Grove Central shall reimburse the County for all such expenses incurred by the County; or

b. Terminate this Agreement, remove, abandon or place out of service any or all the Improvements located within the Project Area, and charge Grove Central the reasonable cost of such removal. Grove Central shall reimburse the County for all such expenses incurred by the County.

5. The Parties agree that the Improvements addressed by this Agreement may be removed,

relocated, or adjusted at any time in the future by FDOT. In the event FDOT intends to relocate or adjust the Improvements and provides copies of all plans to the County in accordance with the MMOA, the County shall promptly provide Grove Central with copies of such plans. Grove Central's responsibilities provided for in this Agreement, including all maintenance responsibilities, will survive after the relocation or adjustment, as long as the materials remain within the Project Limits, as defined in the MMOA.

6. Grove Central agrees to indemnify, defend, and hold harmless the County and the County's officials, employees, agents from and against any and all claims, actions, proceedings, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorney's fees and costs of suit incurred by the County in connection with such claims), arising out of, or resulting from the use, construction, maintenance and/or repair of the Improvements, or any part thereof.

7. All notices or other communications between the Parties hereto which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by registered mail, return receipt requested, and addressed to the other party at the address indicated herein, as same may be changed from time to time. Such notice shall be deemed to be given on the date of actual receipt as follows:

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

To Grove Central: Grove Central JV LLC, ATTN: David Martin, 3310 Mary Street, Suite 302, Coconut Grove, Florida 33133, with a copy to Laura Gangemi, Gangemi Law Group PLLC, 3310 Mary Street, Suite 303, Miami, Florida 33133.

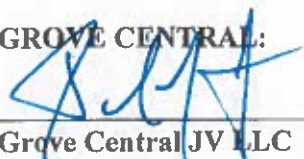
8. This Agreement shall remain in full force and effect until the earlier of (a) the expiration of the Lease or (b) in the event that FDOT terminates the MMOA with the County, then this Agreement shall terminate upon thirty (30) days' prior written notice from the County to Grove Central. Should this Agreement terminate pursuant to this paragraph 8, Grove Central shall, in the County's sole discretion, remove, abandon or place out of service any or all the Improvements located within the Project Area. The Security shall be released upon the termination of this Agreement or, if earlier, the provision to the County of a substitute form of Security meeting the requirements of Section 2 of this Agreement. Upon prior written notice to County, and subject to (1) the County's written approval and (2) the assignee providing to the County, at the County's sole satisfaction, a Security meeting the requirements of Section 2 of this Agreement, Grove Central may assign this Agreement to (a) Tenant or another affiliate of Tenant, or (b) to any future tenant (or affiliate thereof) in the event that the Lease is assigned to another entity in accordance with its terms. Upon an assignment of this Agreement in accordance with this Section 8, Grove Central shall be released from liability under this Agreement. In the event that the Lease is amended to incorporate all of Grove Central's obligations under this Agreement, this Agreement shall terminate and the Security shall be released to Grove Central. Grove Central acknowledges that the amendment of the Lease to incorporate Grove Central's obligations under this Agreement shall require the approval of the Board of County Commissioners (the "Board") and that the termination of this Agreement as a result of such Lease amendment shall not become

effective until the effective date of the resolution of the Board approving such Lease amendment. Additionally, Grove Central acknowledges that the County is under no obligation to amend the Lease to incorporate Grove Central's obligations under this Agreement.

**[EXECUTION PAGES TO FOLLOW]**

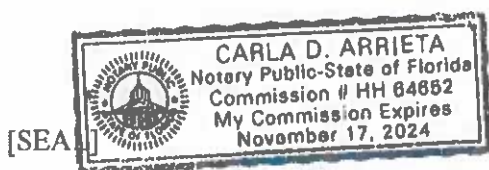
In witness whereof, County has caused this Agreement to be executed in its name by the County Mayor, as authorized by the Board of County Commissioners; Grove Central has caused this Agreement to be executed in its name by its proper officers thereunto duly authorized, on the day and year first above written.

GROVE CENTRAL:

  
Grove Central JV LLC  
By: David Martin, Manager

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 10 day of July, 2023 by David Martin, as Manager of Grove Central JV LLC. He She is personally known ☒ or has produced \_\_\_\_\_ as identification.



  
NOTARY PUBLIC STATE OF FLORIDA  
Print Name: Carla D. Arrieta  
Commission No.: HH64652

**COUNTY:**

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

\_\_\_\_\_  
**Name:**

**Title:**

**ATTEST:** Juan Fernandez-Barquin,  
Clerk of the Court and Comptroller

**By:** \_\_\_\_\_  
(Deputy Clerk Signature)

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **EXHIBIT A**

Tract "A" of the Coconut Grove Station Plat, as recorded in Plat Book 127, at Page 85, of the Public Records of Miami-Dade County, Florida.

**EXHIBIT B**

**[Attached]**



**EXHIBIT C**

**[Attached]**

## LEGAL DESCRIPTION:

A portion of S.W. 27th Avenue (State Road No. 9) lying adjacent to Tract "A", COCONUT GROVE STATION, according to the plat thereof, as recorded in Plat Book 127 at Page 85, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of said Tract "A", the following three (3) courses being along the East line of said Tract "A", also being the West right of way line of said S.W. 27th Avenue (State Road No. 9); 1) thence N 26°10'07" W for 42.03 feet; 2) thence N 02°20'06" W for 92.74 feet to a point of curvature; 3) thence Northwest along a 31.00 foot radius curve leading to the left through a central angle of 54°18'08" for an arc distance of 29.38 feet to a point on a circular curve concave to the Southwest and whose radius point bears S06°31'33"W; thence Southeast along a 40.00 foot radius curve leading to the right through a central angle of 81°08'21" for an arc distance of 56.65 feet to a point on tangency; thence S 02°20'06" E for 115.41 feet; thence S 67°42'45" W along the Easterly extension of the Southerly line of said Tract "A", also being the Northerly line of Metrorail Right of Way for 4.20 feet to the Point of Beginning.

## SURVEYOR'S NOTES:

- This site lies in Section 16, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida.
- All documents are recorded in the Public Records of Miami-Dade County, Florida unless otherwise noted.
- Bearings hereon are referred to an assumed value of S 67°42'45" W for the Southerly line of Tract "A".
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- Lands shown hereon containing 2,714 square feet, or 0.062 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2002-028-1.

## SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on June 2, 2023, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

FORTIN, LEAVY, SKILES, INC., LB3653

By:

Daniel C. Fortin Jr. For The Firm  
Surveyor and Mapper, LS6435  
State of Florida.

Digitally signed by Daniel C Fortin  
DN: c=US, o=Florida,  
dnQualifier=A01410D000001867E53  
1E56000A6E7A, cn=Daniel C Fortin  
Date: 2023.06.04 18:01:03 -04'00'

|           |              |
|-----------|--------------|
| Drawn By  | MAP          |
| Cad. No.  | 200881       |
| Ref. Dwg. | 2002-028-1   |
| Plotted:  | 6/2/23 8:14a |

## LEGAL, SURVEYOR'S NOTES & CERTIFICATION

**FORTIN, LEAVY, SKILES, INC.**  
CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
180 Northeast 168th Street / North Miami Beach, Florida. 33162  
Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flsurvey.com

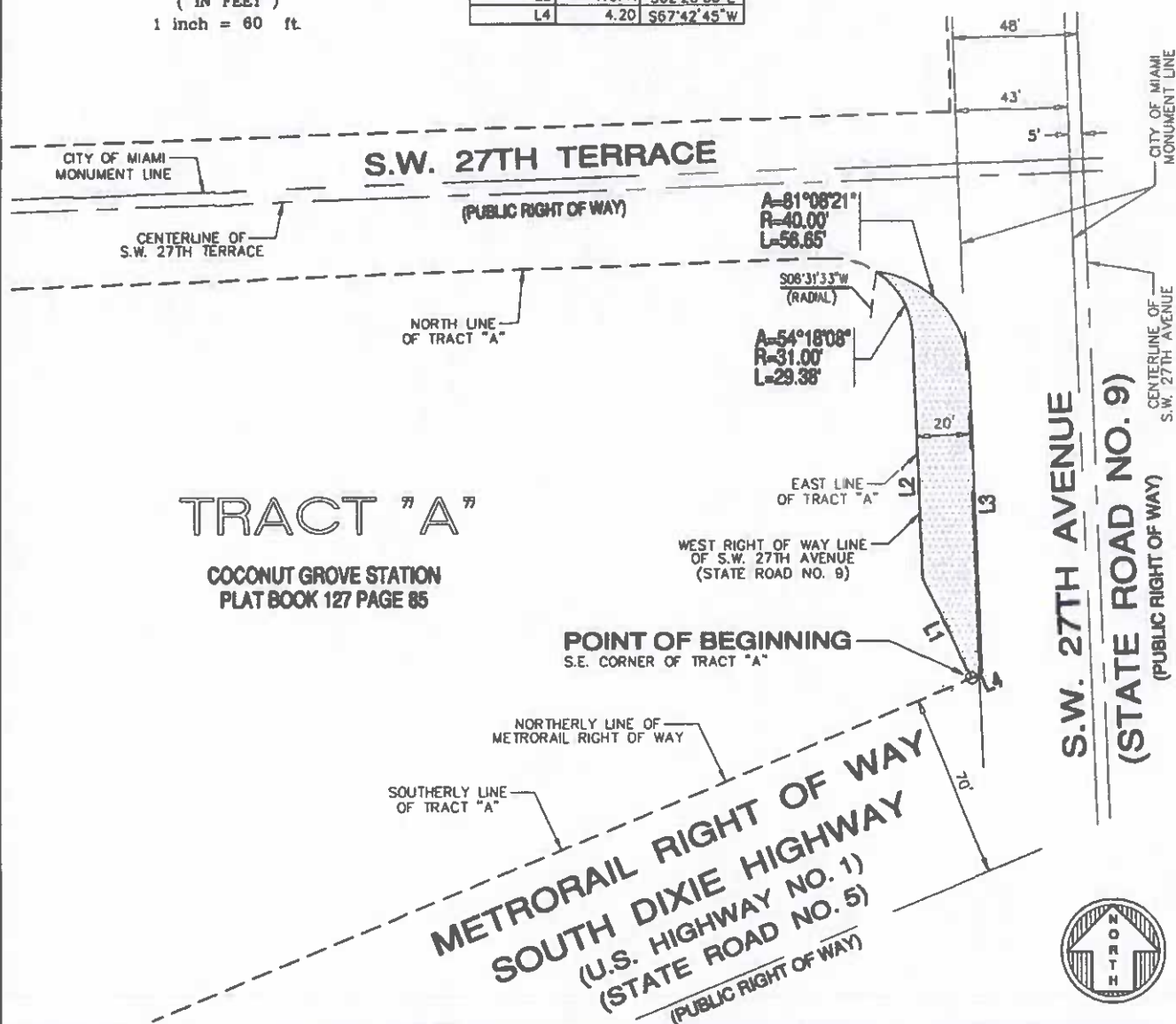
|          |              |
|----------|--------------|
| Date     | 6/2/23       |
| Scale    | NOT TO SCALE |
| Job. No. | 230434       |
| Dwg. No. | 1023-001-1   |
| Sheet    | 1 of 3       |

# GRAPHIC SCALE



( IN FEET )  
1 inch = 60 ft.

| LINE TABLE |        |             |
|------------|--------|-------------|
| LINE       | LENGTH | BEARING     |
| L1         | 42.03  | N26°10'07"W |
| L2         | 92.74  | N02°20'06"W |
| L3         | 115.41 | S02°20'06"E |
| L4         | 4.20   | S67°42'45"W |

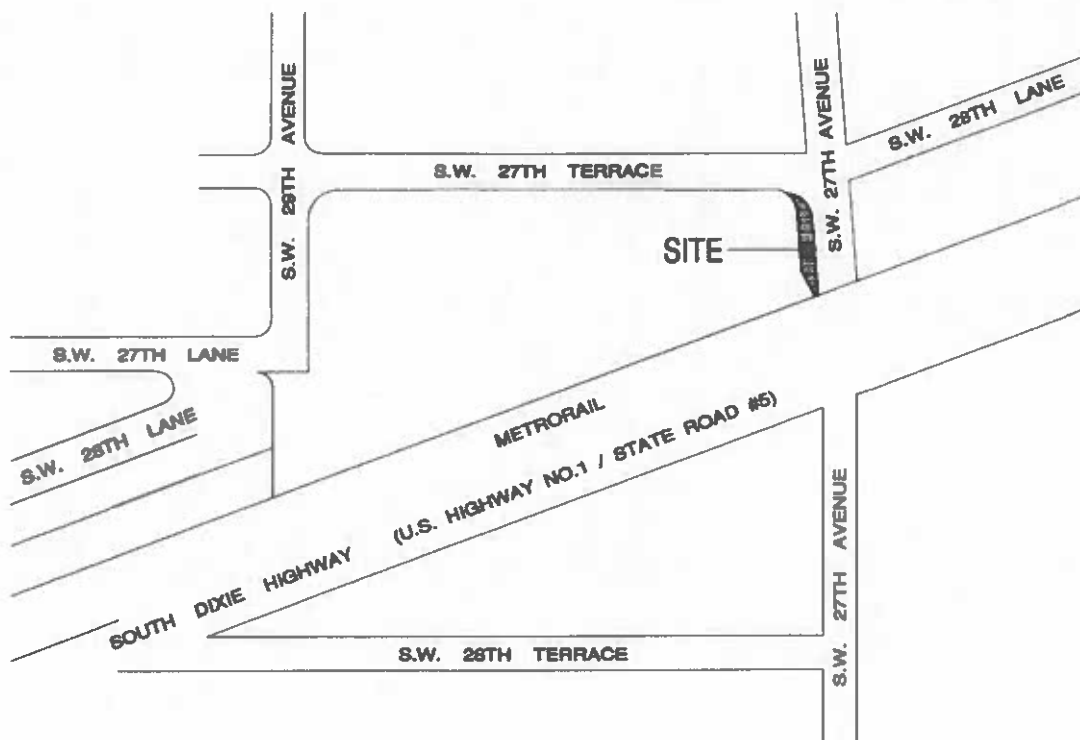


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|-----------|--------------|
| Drawn By  | MAP          |
| Cad. No.  | 200881       |
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| Plotted:  | 6/2/23 8:14a |

## SKETCH OF DESCRIPTION

**FORTIN, LEAVY, SKILES, INC.**  
CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
180 Northeast 168th Street / North Miami Beach, Florida. 33162  
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|          |            |
|----------|------------|
| Date     | 6/2/23     |
| Scale    | 1"=60'     |
| Job. No. | 230434     |
| Dwg. No. | 1023-001-1 |
| Sheet    | 2 of 3     |



|           |              |
|-----------|--------------|
| Drawn By  | MAP          |
| Cad. No.  | 200881       |
| Ref. Dwg. | 2002-028-1   |
| Plotted:  | 6/2/23 8:14a |

### LOCATION SKETCH

**FORTIN, LEAVY, SKILES, INC.**  
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162  
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|          |              |
|----------|--------------|
| Date     | 6/2/23       |
| Scale    | NOT TO SCALE |
| Job. No. | 230434       |
| Dwg. No. | 1023-001-1   |
| Sheet    | 3 of 3       |

**EXHIBIT D**

**[Attached]**

**FLORIDA DEPARTMENT OF TRANSPORTATION  
LANDSCAPE, SIDEWALK PAVERS AND DELINEATORS  
MAINTENANCE MEMORANDUM OF AGREEMENT  
WITH MIAMI-DADE COUNTY**

This **AGREEMENT**, entered into on \_\_\_\_\_, 2023, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter called the **COUNTY**, and collectively referred to as the **PARTIES**.

**RECITALS:**

- A. The **DEPARTMENT** has jurisdiction over and under **State Road (SR) 9 (SW 27<sup>th</sup> Avenue) at SR-5 (US-1) (South Dixie Highway)**, which is located within the limits of the **COUNTY**; and
- B. The **COUNTY**, pursuant to **Permit Numbers 2019-A-690-00068, 2022-N-690-00002, 2022-C-690-00020, 2022-D-690-00042, 2022-L-690-00008, and 2022-L-690-00011**, has drafted design plans for improvements along SW 27<sup>th</sup> Avenue just north of US-1, the limits of which are described in the attached Exhibit 'A' (the **PROJECT LIMITS**), which by reference shall become a part of this **AGREEMENT**; and
- C. The **COUNTY** or Permittee will install landscape, sidewalk pavers and delineators along SR-9, inside **DEPARTMENT** Right-of-Way and Easements, within the **PROJECT LIMITS**, in accordance with the design plans for Permit Numbers # 2019-A-690-00068, 2022-N-690-00002, 2022-C-690-00020, 2022-D-690-00042, 2022-L-690-00008, and 2022-L-690-00011 (the "Project"); and
- D. The **PARTIES** to this **AGREEMENT** mutually recognize the need for entering into an agreement designating and setting forth the responsibilities of each party with regards to the maintenance of the landscape, sidewalk pavers, and delineators installed pursuant to the Project; and
- E. The **COUNTY**, by Resolution No. \_\_\_\_\_, dated \_\_\_\_\_, attached hereto as Exhibit 'B', which by reference shall become a part of this **AGREEMENT**, desires to enter into this **AGREEMENT** and authorizes its officers to do so.

NOW, THEREFORE, for and in consideration of the mutual benefits contained herein and other good and valuable consideration, the **PARTIES** covenant and agree as follows:

**1. RECITALS**

The recitals in this **AGREEMENT** are true and correct, and are incorporated herein by reference and made a part hereof.

**2. ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES**

The **PARTIES** agree that the execution of this **AGREEMENT** shall constitute an assignment of all maintenance responsibilities pertaining to the landscape, sidewalk pavers and delineators (collectively the "**IMPROVEMENTS**") within the **PROJECT LIMITS** to the **COUNTY** upon the **DEPARTMENT's** issuance of the executed Permit to the **COUNTY** or Permittee.

**3. COUNTY'S MAINTENANCE RESPONSIBILITIES**

So long as the **IMPROVEMENTS** remain in place, the **COUNTY** shall be responsible for the maintenance of the same. The **COUNTY** shall maintain the **IMPROVEMENTS** in accordance with all applicable **DEPARTMENT** guidelines, standards, and procedures, which shall include but shall not be limited to the Maintenance Rating Program Handbook, as may be amended from time to time. Additionally, with respect to the landscape, the **COUNTY** shall maintain same in accordance with the International Society of Arboriculture standards, guidelines and procedures, the latest edition of the "Maintenance Rating Program", and Index 546 of the latest **DEPARTMENT** Design Standards, as may be amended from time to time. The **COUNTY** shall further maintain the **IMPROVEMENTS** in accordance with the standards set forth in the Project Plans, and in the Project Specifications and Special Provisions. The **COUNTY's** maintenance obligations shall include but not be limited to:

**3.1 General Requirements:**

- a. Removing and disposing of litter from **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.
- b. Removing and disposing of all trimmings, roots,

branches, litter, and any other debris resulting from the activities described by 3.2 through 3.4.

- c. Maintaining a service log of all maintenance operations that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.
- d. Submitting Lane Closure Requests to the **DEPARTMENT** when maintenance activities will require the closure of a traffic lane in the **DEPARTMENT's** right-of-way. Lane closure requests shall be submitted through the District Six Lane Closure Information System, to the **DEPARTMENT's** area Permit Manager and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

### **3.2 Landscape and Associated Improvements:**

- a. Mowing, cutting and/or trimming and edging the grass and turf within the **PROJECT LIMITS**.
- b. Pruning all plant materials, which include trees, shrubs and ground covers, and parts thereof, including all material from private property encroaching into the **DEPARTMENT'S** Right-of-Way.
- c. All pruning and trimming will follow the Maintenance Rating Program Handbook which specifically requires no encroachment of trees, tree limbs or vegetation in or over travel way (or clear zone) lower than 14.5 feet, or lower than 10 feet over sidewalks.
- d. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- e. Mulching all plant beds and tree rings.

- f. Removing and disposing of all undesirable vegetation including but not limited to weeding of plant beds and removal of invasive exotic plant materials.
- g. Watering and fertilizing all plants as needed to maintain the plant materials in a healthy and vigorous growing condition.
- h. Repairing irrigation systems and associated components as needed. Paying for all water use and all costs associated therewith.
- i. Repairing decorative lighting systems as needed. Paying for all electricity and all costs associated therewith.
- j. Ensure that at a minimum, the rock-bed thickness specified in the permit plans is maintained and that the rock surface finishes and geometry also meet the permitted design.
- k. Keep rock surface clear of all vegetation and growths by using applicable herbicides and/or removing manually.
- l. Supplement the water and nutrient intake for all existing and proposed landscaping when the rock surface becomes a barrier for tree nourishment.
- m. Monitor and adjust the permeability of the rock surface to ensure proper water infiltration into the medians and to avoid additional water sheet-flow to travel lanes.
- n. Sweep the decorative rocks periodically to keep it free of debris and to maintain an aesthetically pleasing condition. A light pressure washing may be necessary for heavy stain removal or cleaning.
- o. Frequently monitor and adjust the rock surfaces to ensure maintenance equipment and operations do not dislodge rocks and become a hazard to the public.
- p. Keep travel lanes and sidewalks clear of all rocks.

- q. When remedial action is required in accordance with the above requirements, the **COUNTY** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified. Follow the manufacturer's recommendations for all required repairs.
- r. Inspect and maintain all benches, trash receptacles, recycling bins, bike racks, deep wells, and any other feature not installed by the **DEPARTMENT**.
- s. Repairing all sidewalks damaged by landscaping found inside and outside the **DEPARTMENT's** Right-of-Way.
- t. Removing and properly disposing of dead, diseased or otherwise deteriorated plants in their entirety, and replacing those that fall below the standards set forth in the Project Plans and in the Project Specifications, incorporated herein by reference, and all applicable **DEPARTMENT** guidelines, standards and procedures, as may be amended from time to time. All replacement materials shall be in accordance with the Project Plans and the Project Specifications and Special Provisions.
- u. When remedial action is required in accordance with the above requirements, the **COUNTY** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified.
- v. Removing and disposing of litter from the **PROJECT LIMITS** in accordance with all applicable government rules, regulations, policies, procedures, guidelines, and manuals, as amended from time to time.

### **3.3 Decorative Pavers:**

- a. Sweep the decorative pavers periodically to keep it free of debris and to maintain an aesthetically pleasing condition. A light pressure washing may be necessary for heavy stain removal or cleaning.
- b. The **COUNTY** shall conduct annual condition surveys of the decorative pavers, including their perimeter concrete edges for gaps, settlement, drop-offs, and

other deficiencies for the life of the decorative pavers.

- c. Performing routine and regular inspections of the decorative pavers, including their perimeter concrete edges to ensure that the surface is American with Disabilities Act (ADA) compliant.
- d. Gaps within the decorative pavers shall not exceed a quarter (0.25) of an inch.
- e. Differential settlement within the decorative pavers shall not exceed a quarter (0.25) of an inch in depth.
- f. Undertaking the maintenance and repair (when needed) of decorative pavers, including their perimeter concrete edges.
- g. For any routine repairs or replacement due to noticeable color scarring or surface deterioration of the decorative pavers, the product authorized installer should be contacted.
- h. When remedial action is required in accordance with the above requirements, the **COUNTY** at its own expense shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified.

### **3.4 Traffic Delineators on Median Separator**

- a. Inspect, repair, reinstall and maintain the delineators placed by the **PROJECT** on the median separator.
- b. Retrieve any and all delineators that may come off, or have come off the median, to ensure the travel lanes are clear and not obstructed by any delineator.
- c. Replace the delineators with products that have been pre-approved by the **DEPARTMENT** as found in the **DEPARTMENT's** qualified/approved products list.
- d. When remedial action is required in accordance with the above requirements, the **COUNTY** at its own expense

shall complete all necessary repairs within thirty (30) days of the date the deficiency is identified.

The **COUNTY** shall submit all services logs, inspections and surveys to the **DEPARTMENT** Warranty Coordinator as required in the above maintenance responsibilities.

The **DEPARTMENT** may, at its sole discretion, perform periodic inspection of the **IMPROVEMENTS** to ensure that the **COUNTY** is performing its duties pursuant to this **AGREEMENT**. The Department shall share with the **COUNTY** its inspection findings, and may use those findings as the basis of its decisions regarding maintenance deficiencies, as set forth in Section 4 of this **AGREEMENT**. The **COUNTY** is responsible for obtaining copies of all applicable rules, regulations, policies, procedures, guidelines, and manuals, and the Project Specification and Special Provisions, as may be amended from time to time.

#### **4. MAINTENANCE DEFICIENCIES**

If at any time it shall come to the attention of the **DEPARTMENT** that the **COUNTY's** responsibilities as established herein are not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may, at its option, issue a written notice, in care of the County Director (or designee), to notify the **COUNTY** of the maintenance deficiencies. From the date of receipt of the notice, the **COUNTY** shall have a period of thirty (30) calendar days, within which to correct the cited deficiency or deficiencies. Receipt is determined in accordance with Section 5 of this **AGREEMENT**.

If said deficiencies are not corrected within this time period, the **DEPARTMENT** may, at its option, proceed as follows:

- a. Maintain the **IMPROVEMENTS**, or a part thereof, and invoice the **COUNTY** for expenses incurred; or
- b. Terminate this **AGREEMENT** in accordance with Section 7, remove, abandon or place out of service any or all the **IMPROVEMENTS** located within the **PROJECT LIMITS**, and charge the **COUNTY** the reasonable cost of such removal.

## **5. NOTICES**

All notices, requests, demands, consents, approvals, and other communication which are required to be served or given hereunder, shall be in writing and shall be sent by certified U.S. mail, return receipt requested, postage prepaid, addressed to the party to receive such notices as follows:

**To the DEPARTMENT:** Florida Department of Transportation  
1000 Northwest 111<sup>th</sup> Avenue, Room 6205  
Miami, Florida 33172-5800  
Attn: District Maintenance Engineer

**To the COUNTY:** Department of Transportation and Public Works  
701 Northwest 1<sup>st</sup> Court, Suite 1700  
Miami, Florida 33136  
Attn: Director, Miami-Dade County

Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided.

## **6. REMOVAL, RELOCATION OR ADJUSTMENT OF THE IMPROVEMENTS**

- a. The **PARTIES** agree that the **IMPROVEMENTS** addressed by this **AGREEMENT** may be removed, relocated or adjusted at any time in the future, by the **DEPARTMENT**. In the event the **DEPARTMENT** intends to relocate or adjust the **IMPROVEMENTS**, copies of all plans will be provided to the **COUNTY**. The **COUNTY's** maintenance responsibilities will survive after the relocation or adjustment, as long as the materials remain within the **PROJECT LIMITS**.

## **7. TERMINATION**

This **AGREEMENT** is subject to termination under any one of the following conditions:

- a. By the **DEPARTMENT**, if the **COUNTY** fails to perform its duties under Section 3 of this **AGREEMENT**, following the thirty (30) days written notice, as specified in Section 4 of this **AGREEMENT**.
- b. In accordance with Section 287.058(1)(c), Florida Statutes, the **DEPARTMENT** shall reserve the right to unilaterally cancel this **AGREEMENT** if the **COUNTY** refuses

to allow public access to any or all documents, papers, letters, or other materials made or received by the **COUNTY** pertinent to this **AGREEMENT** which are subject to provisions of Chapter 119, of the Florida Statutes.

- c. If mutually agreed to by both parties, upon thirty (30) days advance notice. An agreement to terminate shall be valid only if made in writing and executed with the same formalities as this **AGREEMENT**.
- d. By the **DEPARTMENT**, if the **DEPARTMENT** determines within its sole discretion that there is inadequate maintenance that poses a risk of a safety hazard to the public or financial liability to the **DEPARTMENT**.

#### **8. TERMS**

- a. The effective date of this **AGREEMENT** shall commence upon execution by the **PARTIES** and shall continue so long as the **IMPROVEMENTS** remain in place until termination as set forth in Section 7.

- b. E-Verify

The **COUNTY** shall:

- i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
- ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.  
**(Executive Order Number 2011-02)**

The **COUNTY** shall insert the above clause into any contract entered into by the **COUNTY** with vendors or contractors hired by the **COUNTY** for purposes of performing its duties under this **AGREEMENT**.

- c. This writing embodies the entire **AGREEMENT** and understanding between the **PARTIES** hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- d. This **AGREEMENT** shall not be transferred or assigned, in whole or in part, without the prior written consent of the **DEPARTMENT**.
- e. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the State of Florida. Any provisions of this **AGREEMENT** found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions of the **AGREEMENT**.
- f. Venue for any and all actions arising out of or in connection to the interpretation, validity, performance or breach of this **AGREEMENT** shall lie exclusively in a state court of proper jurisdiction in Leon County, Florida.
- g. A modification or waiver of any of the provisions of this **AGREEMENT** shall be effective only if made in writing and executed with the same formality as this **AGREEMENT**.
- i. The section headings contained in this **AGREEMENT** are for reference purposes only and shall not affect the meaning or interpretation hereof.
- j. No term or provision of this **AGREEMENT** shall be interpreted for or against either Party because the Party or its legal representative drafted the provision.
- k. The **DEPARTMENT** is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this **AGREEMENT** shall be deemed or otherwise interpreted as waiving the **DEPARTMENT's** sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

## **9. INDEMNIFICATION**

Subject to Section 768.28, Florida Statutes, as may be amended from time to time, the **COUNTY** shall promptly indemnify, defend, save and hold harmless the **DEPARTMENT**, its officers, agents, representatives and employees from any and all losses, expenses, fines, fees, taxes, assessments, penalties, costs, damages, judgments, claims, demands, liabilities, attorneys fees, (including regulatory and appellate fees), and suits of any nature or kind whatsoever caused by, arising out of, or related to the **COUNTY's** negligent exercise or of its responsibilities as set out in this **AGREEMENT**, including but not limited to, any negligent act, negligent action, negligence or omission by the **COUNTY**, its officers, agents, employees or representatives in the performance of this **AGREEMENT**, whether direct or indirect, except that neither the **COUNTY** nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages caused or resulting from the negligence of the **DEPARTMENT**.

The **COUNTY's** obligation to indemnify, defend and pay for the defense of the **DEPARTMENT**, or at the **DEPARTMENT's** option, to participate and associate with the **DEPARTMENT** in the defense and trial of any claim and any related settlement negotiations, shall be triggered immediately upon the **COUNTY's** receipt of the **DEPARTMENT's** notice of claim for indemnification. The notice of claim for indemnification shall be deemed received if the **DEPARTMENT** sends the notice in accordance with the formal notice mailing requirements set forth in Section 5 of this **AGREEMENT**. The **DEPARTMENT's** failure to notify the **COUNTY** of a claim shall not release the **COUNTY** of the above duty to defend and indemnify the **DEPARTMENT**.

The **COUNTY** shall pay all costs and fees related to this obligation and its enforcement by the **DEPARTMENT**. The indemnification provisions of this section shall survive termination or expiration of this **AGREEMENT**, but only with respect to those claims that arose from acts or circumstances which occurred prior to termination or expiration of this **AGREEMENT**.

The **COUNTY's** evaluation of liability or its inability to evaluate liability shall not excuse the **COUNTY's** duty to

defend and indemnify the **DEPARTMENT** under the provisions of this section. Only an adjudication or judgment, after the highest appeal is exhausted, specifically finding the **DEPARTMENT** was negligent shall excuse performance of this provision by the **COUNTY**.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

MIAMI-DADE COUNTY:

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION:

BY: \_\_\_\_\_  
County Mayor

BY: \_\_\_\_\_  
District Director of  
Transportation Operations

ATTEST: \_\_\_\_\_ (SEAL)  
County Clerk

ATTEST: \_\_\_\_\_  
Executive Secretary

LEGAL REVIEW:

BY: \_\_\_\_\_  
County Attorney

BY: \_\_\_\_\_  
District Chief Counsel

## **EXHIBIT 'A'**

### **PROJECT LIMITS**

Below are the limits of the roadway improvements to be maintained under this **AGREEMENT**.

**State Road Number:** 9

**Local Street Name:** SW 27<sup>th</sup> Avenue

**Agreement Limits:** Just north of  
SR-5 (US-1) (South Dixie Highway)  
Plus all Easements

**County:** Miami-Dade

## ***EXHIBIT 'B'***

### **MIAMI-DADE COUNTY RESOLUTION**

To be herein incorporated once ratified by the Board of County Commissioners.

## EXHIBIT "A"

### LEGAL DESCRIPTION:

A portion of S.W. 27th Avenue (State Road No. 9) lying adjacent to Tract "A", COCONUT GROVE STATION, according to the plat thereof, as recorded in Plat Book 127 at Page 85, of the Public Records of Miami-Dade County, Florida, and being more particularly described as follows:

Begin at the Southeast corner of said Tract "A", the following three (3) courses being along the East line of said Tract "A", also being the West right of way line of said S.W. 27th Avenue (State Road No. 9); 1) thence N 26°10'07" W for 42.03 feet; 2) thence N 02°20'06" W for 92.74 feet to a point of curvature; 3) thence Northwestwardly along a 31.00 foot radius curve leading to the left through a central angle of 54°18'08" for an arc distance of 29.38 feet to a point on a circular curve concave to the Southwest and whose radius point bears S06°31'33"W; thence Southeasterly along a 40.00 foot radius curve leading to the right through a central angle of 81°08'21" for an arc distance of 56.65 feet to a point on tangency; thence S 02°20'06" E for 115.41 feet; thence S 67°42'45" W along the Easterly extension of the Southerly line of said Tract "A", also being the Northerly line of Metrorail Right of Way for 4.20 feet to the Point of Beginning.

### SURVEYOR'S NOTES:

- This site lies in Section 16, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida.
- All documents are recorded in the Public Records of Miami-Dade County, Florida unless otherwise noted.
- Bearings hereon are referred to an assumed value of S 67°42'45" W for the Southerly line of Tract "A".
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- Lands shown hereon containing 2,714 square feet, or 0.062 acres, more or less.
- This is not a "Boundary Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Fortin, Leavy, Skiles, sketch #2002-028-1.

### SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on June 2, 2023, and meets the applicable codes as set forth in the Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and original raised seal or a digital signature of the Florida Licensed Surveyor and Mapper shown below"

FORTIN, LEAVY, SKILES, INC., LB3653

By:   
Daniel C. Fortin Jr., of the Firm  
Surveyor and Mapper, LS6435  
State of Florida.

Digitally signed by Daniel C Fortin  
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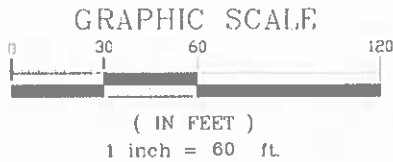
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### LEGAL, SURVEYOR'S NOTES & CERTIFICATION

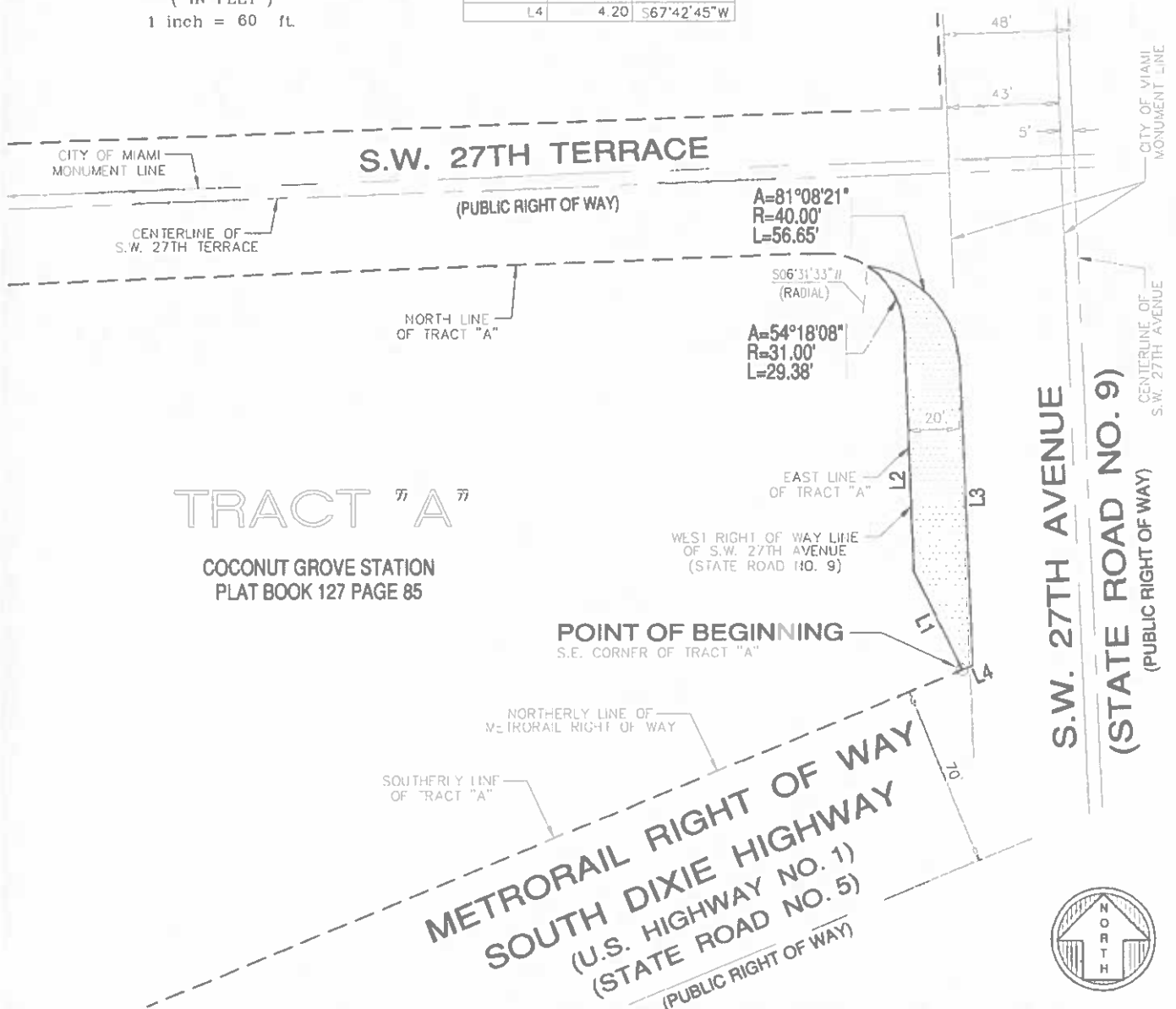
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Date 6/2/23  
Scale NOT TO SCALE  
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Dwg. No. 1023-001-1  
Sheet 1 of 3

# EXHIBIT "A"



| LINE TABLE |        |              |
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 Sheet 2 of 3

# EXHIBIT "A"



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| Cad. No.  | 200881       |
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## LOCATION SKETCH

**FORTIN, LEAVY, SKILES, INC.**  
 CONSULTING ENGINEERS, SURVEYORS & MAPPERS  
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 00003653  
 180 Northeast 168th. Street / North Miami Beach, Florida. 33162  
 Phone: 305-653-4493 / Fax 305-651-7152 / Email fls@flssurvey.com

|          |              |
|----------|--------------|
| Date     | 6/2/23       |
| Scale    | NOT TO SCALE |
| Job. No. | 230434       |
| Dwg. No. | 1023-001-1   |
| Sheet    | 3 of 3       |

**GROVE CENTRAL**

2800 SW 27TH TERRACE, MIAMI, FL 33133

**OWNER**

GOP GROVE METRO STATION, LLC

3310 MARY STREET, STE 302, MIAMI, FL 33133

**LANDSCAPE ARCHITECT**

**local**

200 10TH STREET, 4TH FLOOR  
BROOKLYN, NY 11215

| No. | Date       | Description                    |
|-----|------------|--------------------------------|
| 1   | 10/17/2021 | LANDSCAPE PERMIT SUBMISSION    |
| 2   | 12/01/2021 | LANDSCAPE PERMIT SUBMISSION B  |
| 3   | 01/17/2022 | LANDSCAPE PERMIT SUBMISSION B2 |
| 4   | 02/09/2022 | LANDSCAPE PERMIT SUBMISSION B3 |
|     |            |                                |
|     |            |                                |
|     |            |                                |
|     |            |                                |

**PROJECT NUMBER** 20210303.01

**TITLE**

**LANDSCAPE PLANS**

**DESIGNER AND URBAN DESIGN**

**Walter Meyer**

Not legally signed for Record. Must be signed by the Designer and URBAN DESIGNER.

**DATE** 02/09/2023

**SCALE** AS NOTED

**CHECKED BY** DUBOIS, BY

**DATE** 02/03/2023

**AP**

**AP**

**AP**

**PROJECT NUMBER** 20210303.01

**DATE** 02/09/2023

**SCALE** AS NOTED

**DESIGNER AND URBAN DESIGN**

**Walter Meyer**

**DATE** 02/09/2023

**SCALE** AS NOTED

**PROJECT NUMBER** 20210303.01

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**DESIGNER AND URBAN DESIGN**

**Walter Meyer**

**DATE** 02/09/2023

[illegible]

|                        |                                                                                                                      |                                                                                                                                                                                 |
|------------------------|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>LANDSCAPE PLANS</b> | <b>Walter Meyer</b>                                                                                                  | G. PHYSICAL OFFICE<br>LANDSCAPE AND URBAN<br>DESIGN<br>408 N. HENRY ST.<br>SUITE 200<br>CHICAGO, IL 60610-4799<br>TEL: 312.467.1100<br>FAX: 312.467.1101<br>WWW.WALTERMEYER.COM |
|                        | PROJECT NO.: 2020-0129<br>SHEET NO.: 1 OF 1<br>DATE: 02/09/2023<br>SCALE: AS NOTED<br>DRAWN BY: AP<br>CHECKED BY: DE |                                                                                                                                                                                 |

**SYMBOL LEGEND**

|                                                                                   |                                                                                           |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
|  | ROW LINE                                                                                  |
|  | LINE OF AVAILABLE SIGHT<br>BASED ON PLANTING<br>PROPOSED TREE WITHIN FOOT<br>RIGHT-OF-WAY |
|  |                                                                                           |
|  | PROPOSED HERBACEOUS PLANTED AREA (SEE<br>SPECIES IN TABLE BELOW)                          |

**NOTE:**

1. TREES IN ROW HAVE ONE YEAR WARRANTY.
2. TREES WILL BE LIMBED UP TO 10' HT AS  
REQUIRED PER FIGURE 212.11.3 IN THE FOOT  
DESIGN MANUAL.

 ROW LINE  
 LINE OF AVAILABLE SIGHT  
 BASED ON PLANTING  
 PROPOSED TREE WITHIN FOOT  
 RIGHT-OF-WAY  
 PROPOSED HERBACEOUS PLANTED AREA (SEE  
 SPECIES IN TABLE BELOW)

LINE OF AVAILABLE SIGHT  
BASED ON PLANTING

PROPOSED TREE WITHIN FDOT  
RIGHT-OF-WAY

PROPOSED TREE WITHIN FDOT  
RIGHT-OF-WAY

 PROPOSED HERBACEOUS PLANTED AREA (SEE SPECIES IN TABLE BELOW)

**NOTE:**

1. TREES IN ROW HAVE ONE YEAR WARRANTY.
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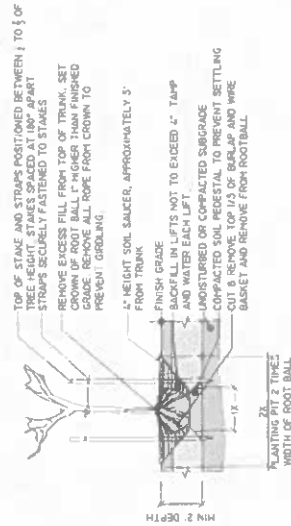
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| DATE       | SPECIES                        | CORPUS AREA | DATE AT TIME OF PLANTING | PLANTING SIZE  | DIST. FROM FACE OF CLASP | NOT RECORDED TYPE |
|------------|--------------------------------|-------------|--------------------------|----------------|--------------------------|-------------------|
| 1960-10-17 | PURSHIA PECTINATA BLAISE PERS. |             | 10-11" x 4"              | AS PLANT GROWN | NB                       | NB(14)            |
| 1960-10-17 | PURSHIA PECTINATA BLAISE PERS. |             | 10-11" x 4"              | AS PLANT GROWN | NB                       | NB(14)            |

[illegible]

## PLANTING SCHEDULE



THEY'VE BEEN PLANTING TREES



SR 9 DESIGN SPEED = 40 MPH

SR 9 DESIGN SPEED = 40 MPH

PROPOSED SITE PLAN