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

MEMORANDUM

Agenda Item No. 8(N)(5)

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

DATE: February 6, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Use and Occupancy Agreements between Miami-Dade County and the Florida Department of Transportation (FDOT) and bills of sale for a nominal cost of $10.00 for the NW 154 Street Bridge (Parcel 7251) and NW 170 Street Bridge (Parcel 7212) across State Road 93 (I-75) and Quit Claim Deeds for no monetary consideration for additional properties located on the east and west sides of the limited access right-of-way of State Road 93 (I-75), also known as Parcels 6512 and 5072, in Sections 9 And 16, Township 52, Range 40 East, Miami-Dade County, Florida, by quit claim deed to Miami-Dade County for public purposes; delegating authority to the County Mayor to take all actions necessary to effectuate same; authorizing the County Mayor to execute the Quit Claim Deeds

Resolution No. R-102-24

The accompanying resolution was prepared by the Transportation and Public Works Department and placed on the agenda at the request of Prime Sponsor Transportation, Mobility and Planning Committee.

For
Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum

Date: February 6, 2024

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

From: Daniella Levine Cava
Mayor

Subject: Resolution Approving Use and Occupancy Agreements between Miami-Dade County and the Florida Department of Transportation and Bills of Sale for a Nominal Cost of $10.00 for the NW 154 Street Bridge (Parcel 7251) and NW 170 Street Bridge (Parcel 7212) Across State Road 93 (I-75) and Quit Claim Deeds for No Monetary Consideration for Additional Properties Located on the East and West Sides of the Limited Access Right-of-Way of State Road 93 (I-75) (Parcels 6512, 5072)
Section: 9 & 16-52-40
Commission District: 12 and 13

Executive Summary

The purpose of this item is for the Board of County Commissioners (Board) to approve Use and Occupancy Agreements (Agreements) with the Florida Department of Transportation (FDOT) and acquisition via quit claim deeds of additional properties, all of which are to be used for road, bridge, and canal public purposes. This results in the addition of 730 linear feet of two-lane roadway to the Miami-Dade County Roads System. The estimated annual maintenance costs associated with this acquisition are $192,400.

Recommendation

It is recommended that the Board approve the attached resolution approving right-of-way agreements and purchases from FDOT to be used for road, bridge and canal public purposes and authorize the Chairperson or Vice-Chairperson of the Board to execute the Agreements and quitclaim deeds on behalf of Miami-Dade County (the County).

Scope

The portion of the parcel of land associated with the subject conveyance that lies west of I-75 is located within District 12, which is represented by Commissioner Juan Carlos Bermudez. The portion that lies east of I-75 is located within District 13, which is represented by Commissioner René García.

Fiscal Impact/Funding Source

The fiscal impact of the subject lands being included in the Miami-Dade County Roads System is an increase in annual maintenance costs of approximately $192,400 due to the addition of 730 linear feet of two-lane roadway. These costs will be funded through the General Fund and the Stormwater Utility Fund.

Track Record/Monitor

The Department of Transportation and Public Works (DTPW) is the entity overseeing this project and the person responsible for monitoring it is Maria D. Molina, P.E., Chief, Right-of-Way Division.

Attachments: Use and Occupancy Agreement and Addendum for NW 154 Street Bridge, Use and Occupancy Agreement and Addendum for NW 170 Street Bridge, Quit Claim Deed for Parcels 6512 and 5072

Delegated Authority

The accompanying resolution delegates authority for the County Mayor or County Mayor's designee to execute the Agreements and quitclaim deeds on behalf of the County. Furthermore, the County Mayor or County Mayor's designee shall record the quitclaim deeds in the Public Records of Miami-Dade County, Florida.

Background

As part of the I-75 project and pursuant to Resolution No. R-1463-79, a canal right-of-way for the Golden Glades Canal was conveyed to FDOT by the Quit Claim Deed dated December 13, 1979, recorded in Official Records Book 10620, at Page 577, of the Public Records of Miami-Dade County, Florida. The deed conveying the canal rights-of-way included a restriction that the rights-of-way be used for highway purposes only. The deed states "…that in the event said above described premises are abandoned by the State and cease to be used for highway construction and maintenance purposes that in such event the quit claim of said rights of way shall terminate in and to such portion abandoned and no longer used as aforesaid, and shall become of the same status with reference to such abandoned portions as if the quit claim had never been made." On January 10, 2008, FDOT and the County concluded the exchange of property rights authorized by a special agreement approved by Resolution No. R-17-08, which granted an easement for highway purposes by the County to FDOT as per the Quit Claim Deed dated October 18, 2007, recorded in Official Records Book 26262, at Page 174, of the Public Records of Miami-Dade County, Florida. Pursuant to Section 334.044(17) Florida Statutes, FDOT, by action of the District Secretary, District Six, authorized the relocation of the limited access right-of-way lines as per FDOT Right-of-Way map for State Road No. 93 in Section 87075 FP 250696-6-32-02, dated April 5, 2019, recorded in Plat Book 154, at Page 19, of the Public Records of Miami-Dade County, Florida. FDOT, by virtue of the relocation of the limited access right-of-way lines, has abandoned and will no longer use the lands identified as Parcels 6512 and 5072.

The County wishes to acquire the existing NW 170 Street and NW 154 Street bridges over I-75. The previously opened NW 170 Street Bridge will improve access and mobility, alleviate traffic congestion, and accommodate future growth and development in the area. As mentioned above, to assist this effort, FDOT has agreed to transfer land abutting State Road No. 93 (I-75) to the County. In March 2019, as the first step in the process, FDOT relocated the limited access right-of-way to exclude the parcels that they no longer need for State Highway purposes, thereby making them available for transfer to the County. On May 19, 2020, the Board passed Resolution No. R-493-20, requesting that FDOT transfer these lands to the County. However, subsequent discussions with FDOT staff required that certain revisions be made to the method of conveyance and the accompanying legal descriptions and sketches.

Attached to this Memorandum as Exhibit 1 is the Use and Occupancy Agreement and Addendum for the NW 154 Street Bridge (Parcel 7251). Attached to this Memorandum as Exhibit 2 is the Use and Occupancy Agreement and Addendum for the NW 170 Street Bridge (Parcel 7212). The Agreements include Bills of Sale for the NW 154 Street and NW 170 Street Bridges and additional maintenance obligations for the County. If the County fails to perform such maintenance, the NW 154 Street and NW 170 Street Bridges will revert to FDOT. The additional properties are depicted on the Sketch and Legal Descriptions that are included as Exhibit "A" as a part of the attached Exhibit 3 (Quit Claim Deed for Parcels 6512 and 5072). The quit claim deeds include reverter clauses in the case that the County does not maintain the properties for public transportation uses.

Pursuant to Section 337.25(4)(b) Florida Statutes, properties to be used for a public purpose may be conveyed without consideration to a governmental entity upon approval by the Secretary of the Department of Transportation. In furtherance of the completion of these exchanges, FDOT, by action of the District Six Secretary, has agreed to convey, by quitclaim deed, the lands herein described, without consideration, to the County.



Jimmy Morales
Chief Operations Officer

23 CFR, Part 710

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

USE AND OCCUPANCY AGREEMENT

575-060-32
RIGHT OF WAY
OGC – 02/20

ITEM/SEGMENT NO.: 251505-1

MANAGING DISTRICT: Six

F.A.P. NO.: 0754-010-1

STATE ROAD NO.: 93 (I-75)

COUNTY: Miami-Dade

PARCEL NO.: 7251 (Bridge over I-75 at NW 154th Street)

THIS **AGREEMENT,** made this _____ day of _____, _____, between MIAMI-DADE COUNTY,a political subdivision of the State of Florida, and its successors, in interest, (Grantee) at POST OFFICE ADRESS 111 N.W. 1st Street, Miami, Fl 33128 (Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida (State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to a right of way use and occupancy agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of SR 93 (I-75) _____ which includes the property described in Exhibit “A” attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace which is that space located above and/or below the gradeline of the property described in Exhibit “A”, attached and such airspace is hereinafter referred to as the “real property interest” or the “leased property” and made a part hereof for the following purpose: for access to, and to maintain and operate, all of the bridge components and roadway improvements associated with the bridge (collectively, the "Improvements") spanning over SR 93/I-75 at NW 154th Street which bridge was constructed by the Lessor and relinquished to the Lessee by Bill of Sale dated _____ and recorded in ORB_____, Page_____in the Public Records of Miami-Dade County, Florida.

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Term

The Department does hereby lease unto Lessee the real property interest for a period of (See Addendum) beginning with the date of this Agreement. One renewal of this Agreement may be made for (See Addendum) _____.
However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each ☐ month ☐ quarter ☐ year on or before the first day of each rent payment period, See Addendum plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: NOT APPLICABLE - PUBLIC PURPOSE FOR NO CONSIDERATION

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the real property interest as set forth herein.

b. The Lessee's proposed use of the real property interest is as follows: for access to, and to maintain and operate, all of the bridge components and roadway improvements associated with the bridge (collectively, the "Improvements") spanning over SR 93/I-75 at NW 154th Street which bridge was constructed by the Lessor and relinquished to the Lessee by Bill of Sale dated and recorded in ORB , Page in the Public Records of Miami-Dade County, Florida.

c. The general design for the use of the real property interest, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the real property interest in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the real property interest or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the real property interest so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. Lessee shall ensure vertical and horizontal access to the Department for maintenance purposes. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to

perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the real property interest shall not adversely affect the use, safety, appearance, or enjoyment of the highway by lights, sounds, wireless frequencies, smoke, fumes, vapors, odors, droppings, or any other objectionable discharges, or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the real property interest, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the real property interest.

k. Lessee shall not occupy, use, permit, or suffer the real property interest, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the real property interest under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. *(select applicable paragraph)*

☒ **Lessee is a Governmental Agency**

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

☐ **Lessee is not a Governmental Agency**

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department, FHWA, and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than two millions dollars ($ 2,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than two million dollars ($ 2,000,000.00) for property damage, or a combined coverage of not less than Four million dollars ($ 4,000,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department and FHWA as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

a. This Agreement may be terminated by either party without cause upon (See Addendum) _____ (_____) days prior written notice to the other party.

b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose, is abandoned, or if use of the facility is required by the Department for transportation, maintenance or emergency purposes.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

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

9. Miscellaneous

a. The real property interest and Lessee's rights under this Agreement shall not be transferred, assigned, pledged or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA. Lessee shall not allow any liens or other encumbrances to attach to the leased property.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 49 CFR part 21..

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

j. The parties to this Agreement hereby understand and agree that the venue for any action that may arise as a result of this Agreement shall be in Leon County, Florida.

k. If Lessee is a “contractor” for the purposes of Section 119.0701, Florida Statutes, Lessee shall comply with public records laws and specifically shall:

1. Keep and maintain the public records that ordinarily and necessarily would be required to be kept and maintained by the Department in order to perform the services identified herein.

2. Provide the public with access to those public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining the public records and transfer, at no cost, to the Department all the public records in possession of Lessee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All such public records (if any) stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

If Lessee fails during such times to comply with a public records request, the Department shall enforce this section in accordance with this Agreement.

Lessee shall otherwise allow public access to all documents, papers, letters or other materials, made or received by Lessee in connection with this Agreement and the lease of the Demised Premises, to the extent such access is required because such documents, papers, letters or other materials are subject to the provisions of s. 24(a) of the State Constitution or Chapter 119, Florida Statutes.

l. Section 287.133(3)(a), Florida Statutes, requires that Lessee be informed of the following provisions of section 287.133 (2)(a), Florida Statues: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

m. The Department shall consider the employment knowingly by Lessee of unauthorized aliens a violation of Section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement.

n. This Agreement shall not create any third-party beneficiary hereunder, nor shall this Agreement authorize anyone not a party hereto to maintain a suit against the Department pursuant to the terms of this Agreement.

o. This Agreement shall be binding upon the successors, assigns and legal representatives of Lessee and the Department.

p. All Exhibits attached to this Agreement are made a part hereof as if fully copied herein. All submittals required to be submitted by Lessee that are approved by the Department are by reference made a part of this Agreement as if fully copied herein.

q. Nothing in this Agreement or in any documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Department of its sovereign immunity in tort under the Constitution and laws of the State of Florida.

r. "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

s. Lessee does not qualify for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. Section 4601 et seq.)

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

Miami-Dade County
LESSEE (Company Name, if applicable)

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Name: Stacy L. Miller, P.E., District Six Secretary.

Attest: _____

Name/Title: Helen Bosque, Assistant to District Six Secretary

Legal Review:

_____
District Counsel

Name: Alicia Trujillo, Esq., District Six Chief Counsel

ADDENDUM

This is an Addendum to that certain Right of Way Use and Occupancy Agreement between _____
_____
and the State of Florida Department of Transportation dated the _____ day of _____, _____ .
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (d) of said Agreement:

DO NOT SIGN - SEE SEPARATE ADDENDUM

_____
LESSEE (Company Name, if applicable)

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Name: _____

Attest: _____

Name/Title: _____

Legal Review:

_____
District Counsel

Name: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO USE AND OCCUPANCY AGREEMENT

Item/Segment No.:	251505-1
Managing District:	Six
F.A.P. No.:	0754-010-1
State Road No.:	93 (I-75)
County:	Miami-Dade
Parcel:	7251

THIS ADDENDUM ("Addendum") made this ___ day of _____, 202_ ("Effective Date") is an addendum to that certain Use and Occupancy Agreement dated ___ day of _____, 202_ ("Agreement") made between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (the "Department") and MIAMI DADE COUNTY, a political subdivision of the State of Florida ("Lessee") (collectively, the "Parties").

NOW, THEREFORE, the Parties mutually agree as follows:

1. The recitals of the Agreement and this Addendum are true and correct and are incorporated herein by reference and made a part hereof.

2. The third WHEREAS clause of the Recitals is hereby deleted in its entirety and replaced with the following:

   WHEREAS, the Department has sufficient legal right, title, and interest in the right-of-way of State Road 93/Interstate 75 (the "State Road"), which is part of the Federal Aid System, as well as in the east-west bridge existing over the State Road (the "Bridge") which is in alignment with the right-of-way of N.W. 154th Street, and which is being conveyed by the Department to Lessee by a Bill of Sale on even date herewith, attached hereto as Exhibit "A" and made a part hereof; and

3. The fourth WHEREAS clause of the Recitals is hereby deleted in its entirety and replaced with the following:

   WHEREAS, the Department desires to lease to Lessee the airspace more fully and three-dimensionally described in Exhibit "B", hereinafter referred to as the "Premises" for the sole purpose of accessing, maintaining, and operating the Bridge.

4. SECTION 1, PREMISES, is hereby deleted in its entirety and replaced with the following:

   The Premises consists of the airspace as shown in Exhibit "B" located at N.W. 154th Street and the State Road, Miami-Dade County, Florida.

Nothing herein shall be construed to grant any fee or easement rights, title, or interest in any real property, or in airspace other than the Premises described in Exhibit “B.”

5. SECTION 2, TERM, is hereby deleted in its entirety and replaced with the following:

   The term of this Agreement shall be for a period of ninety-nine (99) years from the Effective Date unless earlier terminated in accordance with Section 7 of this Agreement (“Original Term”). Lessee may elect to renew this Agreement for another ninety-nine (99) years by notifying the Department of its intention to renew this Agreement not later than thirty (30) calendar days prior to the expiration of the Original Term. Lessee’s failure to comply with the foregoing notice provision may result in the Department’s refusal to renew the Agreement.

6. SECTION 3, RENT, is hereby deleted in its entirety and replaced with the following:

   Given that the lease of the Premises is exclusively for public transportation use, no consideration is to be paid to the Department by Lessee. Lessee shall be responsible for any applicable state, county, city, and local taxes that may be assessed.

7. SECTION 4, USE, OCCUPANCY, AND MAINTENANCE is hereby deleted in its entirety and replaced with the following:

   a. The Premises shall be exclusively used by Lessee and/or its authorized contractors and subcontractors for the sole purpose of accessing, maintaining, and operating the Bridge. Any change in the authorized use of the Premises or revision in the design or construction of the Bridge shall require prior written approval from the Department’s District Six Secretary, subject to concurrence by the FHWA.

   b. The Department and FHWA, through their duly authorized agents, representatives, employees, contractors, and subcontractors may enter the Premises at any time for the purpose of inspection, maintenance, or reconstruction of the State Road and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard. Lessee shall ensure vertical and horizontal access to the Department for maintenance of the State Road and/or State facilities.

c. Upon execution of the Bill of Sale attached hereto as Exhibit “A,” Lessee, at Lessee’s sole cost and expense, shall be solely responsible for all maintenance of the Bridge in accordance with the Maintenance Obligations attached to the Bill of Sale as Attachment “2” and is made a part of this Agreement. Lesse shall maintain the Bridge in such a way to ensure the safety and integrity of the State Road, and such maintenance will be accomplished in a manner so as not to impair the State Road or interfere with the free and safe flow of traffic on the State Road.

d. The occupancy and use of the Premises shall not adversely affect the use, safety, appearance, or enjoyment of the State Road by lights, sounds, wireless frequencies, smoke, fumes, vapors, odors, droppings, or any other objectionable discharges, or emissions, or nuisances of any kind therefrom.

e. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the Premises or the State Road is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the Premises under this Agreement, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

f. Existing utilities and/or all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

g. The lease of the Premises is subject to all applicable permit requirements and any other required agreements or approvals, and concurrences.

h. Portable or temporary advertising signs are prohibited.

8. SECTION 5, INDEMNIFICATION, is hereby deleted in its entirety and replaced with the following:

5. THIRD-PARTY INDEMNIFICATION

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this

Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

b. Lessee agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and/or subconsultants (each referred to as "ENTITY" for the purposes of the below indemnification) who perform work in the Premises:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [LESSEE], the State of Florida Department of Transportation (the "Department"), and the Federal Highway Administration ("FHWA"), including the officers, agents, and employees of the Department and FHWA, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [LESSEE]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [LESSEE] for the negligent acts or omissions of [LESSEE], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department or FHWA for the negligent acts or omissions of the Department, FHWA, and the officers, agents, or employees of the Department or FHWA, or third parties. This indemnification shall survive the termination of this Agreement.

Prior to the commencement of any work, and at all renewal periods which occur prior to final acceptance of the work, [LESSEE] shall be provided with an ACORD Certificate of Liability Insurance as well as an Additional Insured Endorsement naming [LESSEE], the Department, and FHWA as scheduled additional insureds. [LESSEE] shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein."

9. SECTION 6, INSURANCE, is hereby deleted in its entirety and replaced with the following:

a. The Lessee shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees performing work in the Premises. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

b. If the Lessee elects to self-perform work in the Premises, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Lessee may self-insure and proof of self-insurance shall be provided to the Department. If the Lessee elects to hire a contractor or consultant to perform work in the Premises, then the Lessee shall, or cause its contractor or consultant to, carry Commercial General Liability insurance providing continuous coverage for all work or operations performed in the Premises. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Lessee shall, or cause its contractor to, include the Department and FHWA to be made Additional Insureds as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department and FHWA as Additional Insureds shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $2,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed in the Premises, and may not be shared with or diminished by claims unrelated to the work performed in the Premises. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Lessee is a state agency or subdivision of the State of Florida that elects to self-perform the work in the Premises.

c. Prior to the commencement of any work in the Premises, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificates of Liability Insurance as well as an Additional Insured Endorsements naming the Department and FHWA as scheduled additional insureds reflecting the coverage described herein. The Department shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, ACORD Certificates, or endorsements shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

10. SECTION 7, TERMINATION, is hereby deleted in its entirety and replaced with the following:

a. This Agreement is terminable by the Department upon the occurrence of any one or more of the following events:

i. Lessee violates any of the conditions of this Agreement and such violation is not corrected within thirty (30) calendar days after written notice of noncompliance has been given by the Department;

ii. The Premises ceases to be used for the specific purpose set forth in this Agreement;

iii. The Department needs to use the Premises for transportation, maintenance, or emergency purposes, and in such an event, the Department shall provide Lessee with 180-day advance notice;

iv. The Bridge reverts to the Department in accordance with the terms and conditions of the Bill of Sale; or

v. The County defaults on any of its maintenance obligations pursuant to Section 6 of the Maintenance Obligations attached as Attachment "1" to Exhibit "A" Bill of Sale.

b. Upon termination of this Agreement, Lessee shall immediately discontinue the use of the Premises and deliver the Premises to the Department, or its agents, in the condition existing at the commencement of this Agreement.

11. SECTION 9, MISCELLANEOUS, subsection a. is hereby deleted in its entirety and replaced with the following:

a. The Premises and Lessee's rights under this Agreement shall not be transferred, assigned, pledged or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA. Lessee shall not allow any liens or other encumbrances to attach to the Premises.

12. SECTION 9, MISCELLANEOUS, subsection c. is hereby deleted in its entirety and replaced with the following:

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the Premises, and of all insurance policies covering the Premises.

13. SECTION 9, MISCELLANEOUS, subsection f. is hereby deleted in its entirety and replaced with the following:

a. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the Parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the Parties are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both Parties.

14. SECTION 9, MISCELLANEOUS, subsection i. is hereby deleted in its entirety and replaced with the following:

i. 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 email as follows:

To the Department: Florida Department of Transportation
1000 Northwest 111th Avenue, Room 6205
Miami, Florida 33172-5800
Attn: FDOT District Six Right of Way Manager

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

Notices shall be deemed to have been received the same day the notice was sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

15. SECTION 9, MISCELLANEOUS, is hereby modified to add subsection "t" as follows:

    t. This Agreement shall be recorded in the Public Records of Miami-Dade County, Florida.

16. Except as modified in this Addendum, all other terms and conditions of the Agreement shall remain unchanged.

[SIGNATURE PAGE FOLLOWS]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO USE AND OCCUPANCY AGREEMENT

Item/Segment No.: 251505-1
Managing District: Six
F.A.P. No.: 0754-010-1
State Road No.: 93 (I-75)
County: Miami-Dade
Parcel: 7251

MIAMI-DADE COUNTY
LESSEE

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Name: Stacy L. Miller, P.E.

Attest: _____

Name: Helen Bosque

Title: Assistant to District Six Secretary

Legal Review:

_____
County Attorney

Name: _____

Legal Review:

_____
District Counsel

Name: _____

This instrument prepared by,
or under the direction of
Alicia Trujillo, Esq.
District Six Chief Counsel
Florida Department of Transportation

Item/Segment No.: 251505-1
Managing District: Six
F.A.P. No.: 0754-010-1
State Road No.: 93 (I-75)
County: Miami-Dade
Parcel: 7251

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida ("Grantor"), for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt which is hereby acknowledged, does grant, transfer, and deliver unto MIAMI-DADE COUNTY, a political subdivision of the State of Florida, its successors and assigns ("Grantee"), the east-west bridge existing over State Road 93/Interstate 75 ("State Road") which is in alignment with the right-of-way of N.W. 154th Street, including all structures, improvements, and other personal property affixed or located thereon, as more fully described in Attachment "1" attached hereto and incorporated herein (the "Bridge").

The Bridge is hereby transferred to Grantee under the following terms and conditions:

1. The Bridge is transferred in "as is" condition.

2. This instrument does not convey any rights, title, or interest in any real property.

3. Grantee shall be solely responsible for all maintenance of the Bridge in accordance with the Maintenance Responsibilities attached hereto as Attachment "2" and made part of this Bill of Sale.

4. The Bridge shall be used solely for the public transportation purpose of providing mobility between N.W. 154th Street east of the State Road and N.W. 154th Street west of the State Road.

5. If Grantor determines, within its sole discretion, that any of the conditions of this Bill of Sale have been violated, Grantee shall correct or cure the violation within thirty (30) days of notification of the violation by Grantor. If Grantee fails to remedy such violation within thirty (30) days to Grantor's satisfaction, title to the Bridge shall revert to Grantor, at the option of Grantor, upon written notice of such failure to remedy the violation, and Grantor shall have the right to immediate possession of the Bridge, with any and all improvements thereon, at no cost to Grantor. In the event of such reversion, Grantee shall immediately execute a Bill of Sale conveying the Bridge back to Grantor. The effectiveness of such

reversion shall take place immediately upon Grantor providing notice to Grantee of failure to remedy the violation of the public transportation purpose condition within thirty (30) days to Grantor's satisfaction, regardless of when the Bill of Sale is executed by Grantee.

Grantor retains such reversionary interest in the Bridge, which right may be exercised by Grantor, at the option of Grantor, in accordance with this Bill of Sale. Failure to exercise such right of reverter shall not be deemed to be a waiver of such right, and by accepting the conveyance of the Bridge, Grantee agrees that any defenses based upon Grantor's delay or failure to exercise the right of reverter are hereby waived.

6. In the event that Grantee fails to adhere to the terms and conditions of this Bill of Sale, Grantor shall have the right to specific performance and injunctive or other equitable relief of its rights under this Bill of Sale, in addition to any and all other rights and remedies at law or in equity.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That pursuant to the provisions of Section 337.25, Florida Statutes, the Grantor does hereby remise, release, and convey unto Grantee, and Grantee's successors and assigns forever, all the right, title and interest which Grantor has in and to the Bridge to be used solely for public transportation purposes, and subject to the herein described right of reverter.

IN WITNESS WHEREOF, Grantor has executed these presents this _____ day of _____, 20___.

[SIGNATURE PAGE FOLLOWS]

Signed, sealed and delivered
in our presence:

Witnesses for State of Florida Department of Transportation

Print:_____

Sign:_____
Executive Secretary

_____
Witness Address

Print:_____

Sign:_____

_____
Witness Address

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:_____
Stacy L. Miller, P.E.
District Six Secretary

Legal Review:

_____
Alicia Trujillo, Esq.
District Chief Counsel

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____ 20____, by Stacy L. Miller, P.E., District Six Secretary, State of Florida Department of Transportation, who is personally known to me or who has produced _____ as identification.

(NOTARY STAMP BELOW)

NOTARY PUBLIC:

Sign:_____

Print:_____
(Type, print or stamp
Commissioned Name
of Notary Public)

My commission expires: _____

The foregoing was accepted and approved on the ____ day of _____, 202__, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Signed, sealed and delivered in our presence:

Witnesses for Miami-Dade County

Print:_____

Sign:_____

Address:_____

Print:_____

Sign:_____

Address:_____

Accepted as to Terms Conditions:

MIAMI-DADE COUNTY

By:_____

Legal Review:

_____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____ 20____, by _____, _____, who is personally known to me or who has produced _____ as identification.

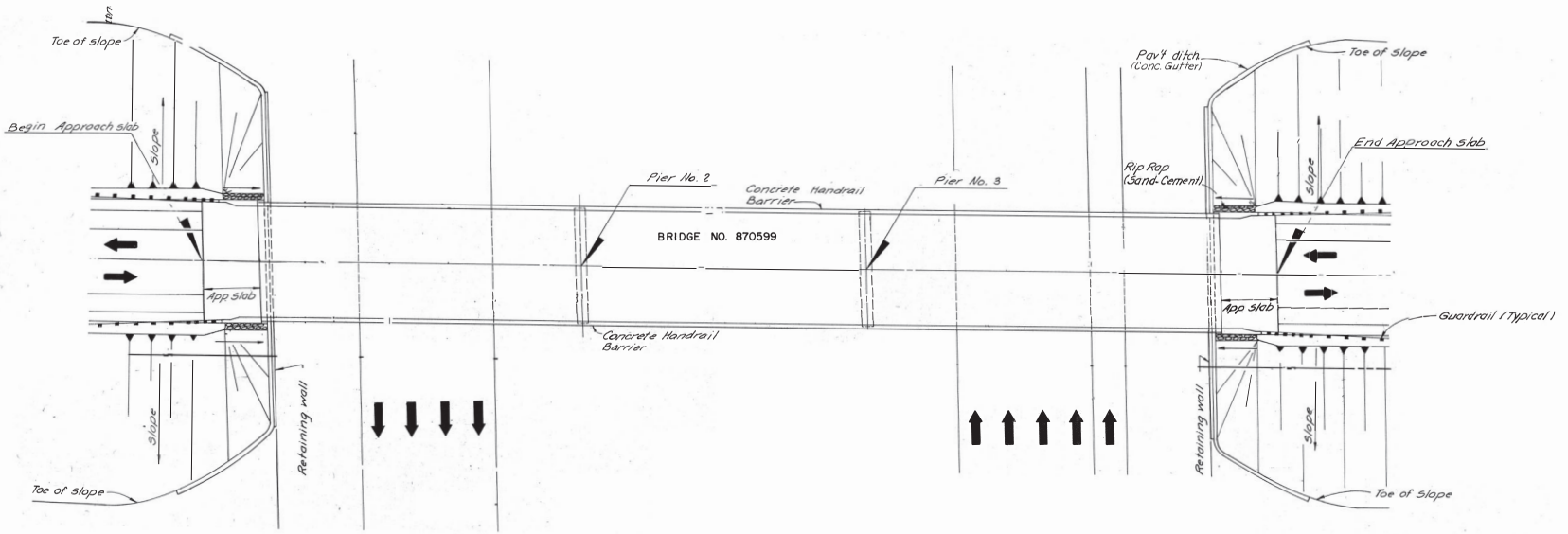
(NOTARY STAMP BELOW)

NOTARY PUBLIC:

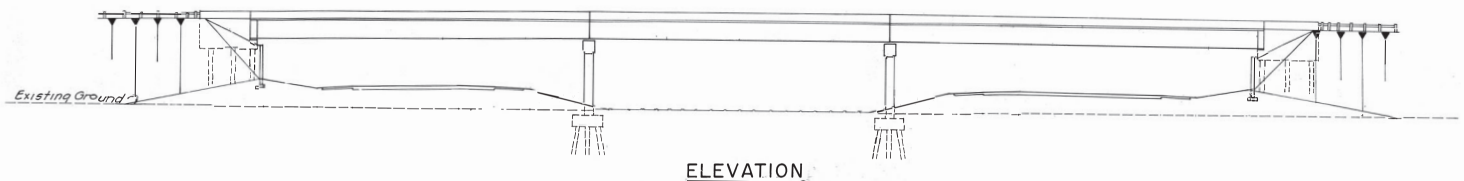
Sign:_____

Print:_____
(Type, print or stamp Commissioned Name of Notary Public)

My commission expires: _____



PLAN



ELEVATION

Bridge Components:

- Approach Concrete Slabs
- Approach Metal Guardrails
- Approach and Bridge Concrete Barriers
- Sidewalks Fence Enclosures
- Deck Concrete Slab
- Deck Expansion Joints
- Bearings
- Piers and Pier Caps
- Concrete Footings and Piles
- Concrete Wingwalls
- Concrete End Bents
- End Bents Sodded Slope Protection
- End Bents MSE Walls (Retaining Walls)

Attachment "1"

MDC026

ATTACHMENT "2"

To Bill of Sale
Maintenance Obligations

Item/Segment No.:	251505-1
Managing District:	Six
F.A.P. No.:	0754-010-1
State Road No.:	93 (I-75)
County:	Miami-Dade
Parcel:	7251

RECITALS

WHEREAS, the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department") has conveyed to MIAMI-DADE COUNTY (the "County") by a Bill of Sale the east-west bridge existing over State Road 93/Interstate 75 (the "State Road") which is in alignment with the right-of-way of N.W. 154th Street, including all structures, improvements, and other personal property affixed or located thereon, as more fully described in Attachment "1" of the Bill of Sale (the "Bridge"); and

WHEREAS, as a condition to the conveyance of the Bridge, the County, at the County's sole cost and expense, shall be solely responsible for all maintenance of the Bridge in accordance with the terms herein.

NOW, THEREFORE, the County agrees as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.

2. The County's maintenance obligations of the Bridge commence upon execution of the Bill of Sale, and the County's maintenance obligations shall continue so long as the Bridge remains under County ownership.

3. The County shall perform all its maintenance obligations in accordance with applicable law and the terms herein, as well as in accordance with all applicable federal and state standards, including, but not limited to, Department guidelines, standards, and procedures, as may be amended from time to time.

4. **COUNTY'S MAINTENANCE OBLIGATIONS**

   a. The County shall maintain the Bridge in good condition, both in safety and appearance.

   b. The County's maintenance obligations shall include, but shall not be limited to, inspecting, managing, operating, repairing, replacing, and

performing maintenance (including preventative maintenance) of the following:

i. All elements built as part of the construction of the Bridge as set forth in Attachment “1” of the Bill of Sale;

ii. All roadway features and appurtenances of the Bridge including, but not limited to, concrete pavement, asphalt pavement, drainage systems, traffic stripes, pavement markings, raised pavement markings, guardrail, lighting systems, and signs;

iii. All roadway features from both ends of the Bridge to the Department’s limited access right-of-way line;

iv. All slope pavements, sodded embankments, and Mechanically Stabilized Earth (MSE) walls; and

v. All existing and future improvements placed or installed upon the Bridge, including, but not limited to, landscaping, sidewalk, pavers.

c. The County shall also be responsible for maintenance of the following:

i. Removal and disposal of litter from the Bridge;

ii. Painting the Bridge;

iii. Removal of graffiti from the Bridge; and

iv. Utilities installed on the Bridge.

d. Other than sweeping, any maintenance of, or modifications to, the Bridge will require prior coordination with the Department. The Department shall determine whether the maintenance or modifications will require the closure of any traffic lanes or shoulders on the State Road and whether such maintenance or modifications will require the County’s submittal of a Department permit. If the Department determines that the closure of a traffic lane or shoulder on the State Road is required, the County shall submit a lane closure request to the Department through the District Six Lane Closure Information System and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

e. The County shall oversee all construction and maintenance activities to ensure that such construction or maintenance does not impact the State Road infrastructure or interfere with the free and safe flow of traffic on

the State Road.

f. In the event that the Department concludes that any of the County's inspection, management, operation, or maintenance activities interfere in any way with the State Road, or with the Department's access, construction, maintenance, or inspection of the State Road, the County shall immediately cease and desist any such activities, at the County's sole cost and expense, upon notice from the Department to the County.

g. The County shall maintain a service log of all maintenance operations (including, but not limited to inspections and repairs) that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.

5. **DEPARTMENT'S RESERVATION OF RIGHTS**

a. Upon seven (7) day prior written notice to the County, the County shall allow the Department to inspect the Bridge to assess whether the County is complying with its duties pursuant to its Maintenance Obligations as defined herein. The Department shall share with the County its inspection findings and may use those findings as the basis for sending the County a notice to cure or notice of default as set forth in Section 6 herein.

6. **DEFAULT**

If Grantor determines, within its sole discretion, that the County has failed to perform any of its maintenance obligations set forth herein, the County shall correct or cure the deficiency/ies within thirty (30) days of notification of the deficiency/ies by the Department. If the County fails to remedy such deficiency/ies within thirty (30) days to the Department's satisfaction, the County shall be in default of its maintenance obligations and, in accordance with the Bill of Sale terms and conditions, title to the Bridge shall revert to the Department, at the option of the Department, upon written notice of such failure to remedy the deficiency/ies, and the Department shall have the right to immediate possession of the Bridge, with any and all improvements thereon, at no cost to Department.

In the alternative, and at the Department's option, upon two (2) day prior written notice to the County, the County shall allow the Department to perform the required maintenance and invoice the County for expenses incurred. If the Department elects to cure the default and invoice the County for the expenses incurred by the Department, the County shall reimburse the Department the full amounts expended by the Department in curing the default no later than thirty (30) calendar days from receipt by the County of the invoice(s) submitted by the Department. The County shall pay all costs

and fees expended by the Department to enforce this obligation.

7. **THIRD-PARTY INDEMNIFICATION**

a. It is not intended by any of the provisions of any part of these Maintenance Obligations to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not signing these Maintenance Obligations to maintain a suit for personal injuries or property damage pursuant to the terms or provisions herein.

b. The County agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and/or subconsultants (each referred to as "ENTITY" for the purposes of the below indemnification) who perform maintenance or construction on the Bridge:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [COUNTY], the State of Florida Department of Transportation (the "Department"), and the Federal Highway Administration ("FHWA") including the officers, agents, and employees of the Department and FHWA, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [COUNTY]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [COUNTY] for the negligent acts or omissions of [COUNTY], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department or FHWA for the negligent acts or omissions of the Department, FHWA, and the officers, agents, or employees of the Department or FHWA, or third parties. This indemnification shall survive the termination of this Agreement.

Prior to the commencement of any work, and at all renewal periods which occur prior to final acceptance of the work, [COUNTY] shall be provided with an ACORD Certificate of Liability Insurance as well as an Additional Insured

Endorsement naming [COUNTY], the Department, and FHWA as scheduled additional insureds. [COUNTY] shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein."

8. **INSURANCE**

a. The County shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees performing maintenance or construction work on the Bridge. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

b. If the County elects to self-perform maintenance or construction work on the Bridge, and such self-performance is approved by the Department, the County may self-insure and proof of self-insurance shall be provided to the Department. If the County elects to hire a contractor or consultant to perform work on the Bridge, then the County shall, or cause its contractor or consultant to, carry Commercial General Liability insurance providing continuous coverage for all work or operations performed on the Bridge. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The County shall, or cause its contractor to, include the Department and FHWA to be made Additional Insureds as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department and FHWA as Additional Insureds shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $2,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed on the Bridge, and may not be shared with or diminished by claims unrelated to the work performed on the Bridge. The policy/ies and coverage described herein may be subject to a deductible and such deductibles

shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the County is a state agency or subdivision of the State of Florida that elects to self-perform the work on the Bridge.

c. Prior to the commencement of any work on the Bridge, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificates of Liability Insurance as well as an Additional Insured Endorsements naming the Department and FHWA as scheduled additional insureds reflecting the coverage described herein. The Department shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, ACORD Certificates, or endorsements shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

9. **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 email as follows:

To the Department: Florida Department of Transportation
1000 Northwest 111th Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

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

Notices shall be deemed to have been received the same day the notice was sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

The foregoing was accepted and approved on the ____ day of _____, 202__, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Signed, sealed and delivered
in our presence:

Witnesses for Miami-Dade County

Print:_____

Sign:_____

_____
Witness Address

Print:_____

Sign:_____

_____
Witness Address

Accepted as to Terms and
Conditions

MIAMI-DADE COUNTY

Print:_____

Title: _____

Sign: _____

Legal Review:

Print: _____

Title: _____

Sign:_____

EXHIBIT "B" TO THE USE & OCCUPANCY AGREEMENT

SURVEYOR'S NOTES:

Bearings shown on the sketch to accompany legal description are based on the South line measured in a field survey dated 8-02-22 by Miami-Dade County Special Project and Survey Section DTPW.
N 89°34'21" E, North American Datum (NAD) 1983, Florida East Zone 901, /2011 Adjustment.
Monuments found: 574707.4440, 870134.1600, 26.454
FND 1/2"IP, SE corner SW 1/4, 16-52-40.
574687.7420, 867495.9790, 5.937
FND 1/2"IP/CAP, SW corner SW 1/4, 16-52-40.

Elevations shown are referred to the National Geodetic Vertical Datum of 1929 (NGVD 1929) and are based on a benchmark maintained by Miami-Dade County Special Project and Survey Section DTPW. Benchmark "BM N-3059" Elevation 3.863 (NGVD 1929).

Measured in US Survey Feet.



By:_____
Omar Suarez, PSM
Professional Surveyor & Mapper LS No. 6914
State of Florida

For: Miami-Dade County Department of
Transportation and Public Works
Right-of-Way Division Engineering Section
111 NW 1 Street, Suite 1610 Miami, Florida
33128-1970

NOTICE: Unless it bears the signature and the original raised seal of a Florida licensed Surveyor and Mapper, this sketch is for informational purposes only and is not valid.

Legal Description:

The different areas/spaces described herein in accordance with the Use and Occupancy Agreement between State of Florida Department of Transportation and Miami-Dade County for the purpose of the County to operate, maintain, alter, and/or replace the NW 154 Street Bridge abutments, footers, and columns over under and across State Road 93 within the limited access right-of-way depicted on the Limited Access Right of Way Map dated November 23rd, 2020, recorded in Road Map Book 154 at Page 46 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Aerial Space

An aerial space vertically limited by a lower horizontal plane above elevation 27.50 feet and extending to an upper horizontal plane at Elevation 50.9 feet according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which are all encompassed within the following horizontal limits:

COMMENCE at the Southeast corner of the Southwest 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, a point of intersection with the East Limited Access Right-of-Way line of State Road 93 (Interstate 75) as shown on said recorded Road Map Book 154 at Page 46; thence run S89°34'21"W, departing said East Limited Access Right of Way line of State Road 93 along the South line of the SW 1/4 of said Section 16, for a distance of 57.72 feet; thence run N00°25'39"W, perpendicular to the last described course, for a distance of 12.00 feet, to the **POINT OF BEGINNING** of the herein described plane; thence run S89°34'21"W, along the edge of the slab parallel to the South line of the SW 1/4 of said Section 16, for a distance of 343.33 feet to the face of end bent 1; thence run N02°19'15"W, along the face of end bent 1, for a distance of 43.02 feet to the edge of the slab; thence run N89°34'21"E, along the edge of the slab, for a distance of 343.25 feet to the face of end bent 4; thence run S02°25'22"E, along the face of end bent 4, for a distance of 43.03 feet to the **POINT OF BEGINNING**.

Surface Space West

A surface space within that airspace vertically limited by an upper horizontal plane at elevation 32.80 feet on top of the West Limited Access Right-of-Way line of SR 93 to the end of the approach slab line at elevation 33.4 feet and dropping to a lower horizontal plane that vary from elevation 8.0 to elevation 8.8 feet according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which are all encompassed within the following horizontal limits:

That portion of the limited access right-of-way as depicted on the Limited Access Right of Way Map for State Road 93 (Interstate 75), dated November 23rd, 2020, recorded in Road Map Book 154 at Page 46 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest Quarter of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, said point also lying on the existing East Limited Access right of way line of State Road 93 (Interstate 75); thence S 89°34'21" W, along

MDC034

MIAMI-DADE

DTPW

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION/ENGINEERING SECTION	NW 154 St. AT SR-93 BRIDGE OVERPASS LEGAL DESCRIPTION AND NOTES	SCALE: N/A	DATE: 08-17-23
		DRAWN BY: L. Espinosa	
		CHECKED BY: O. Suarez	
		PROJECT: 20200261	SHEET: 1 of 5

the South line of the SW 1/4 of said Section 16, for 470.53 feet to a point on the existing West Limited Access right of way line of SR-93; thence N 02°37'03" W, along said West Limited Access right of way line, for 12.25 feet to the **POINT OF BEGINNING**; thence continue N 02°37'03" W, along said West Limited Access right of way line, for 42.74 feet to a point; thence leaving said West Limited Access right of way line for the following courses and distances: thence N 89°34'21" E, for 54.63 feet to a point; thence N 10°38'49" E, for 56.01 feet to a point; thence N 63°16'11" E, for 1.08 feet to a point of a non-tangent circular curve concave to the southwest which radial line bears S 39°54'36" W; thence along the arc of said curve to the right, through a central angle of 47°20'25", having a radius of 19.79 feet, and an arc distance of 16.35 feet to a point which radial line bears S 87°15'01" W; thence S 02°32'44" E for 123.98 feet to a point of a non-tangent circular curve concave to the northwest which radial line bears S 85°30'34" W; thence along the arc of said curve to the right, through a central angle of 59°01'48", having a radius of 23.15 feet, and an arc distance of 23.85 feet to a point which radial line bears N 35°27'38" W; thence N 48°54'42" W, for 1.54 feet to a point; thence N 10°29'21" W, for 60.51 feet to a point; thence S 89°34'21" W, for 54.74 feet to the **POINT OF BEGINNING**.

Surface Space East

A surface space within that airspace vertically limited by an upper horizontal plane at elevation 30.80 feet on top of the West Limited Access Right-of-Way line of SR 93 to the end of the approach slab line at elevation 33.0 feet and dropping to a lower horizontal plane at elevation 7.6 feet according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which are all encompassed within the following horizontal limits:

That portion of the limited access right-of-way as depicted on the Limited Access Right of Way Map for State Road 93 (Interstate 75), dated November 23rd, 2020, recorded in Road Map Book 154 at Page 46 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest Quarter of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, said point also lying on the existing East Limited Access right of way line of State Road 93 (Interstate 75); thence N 02°37'20" W, along said existing East Limited Access right of way line of State Road 93 (Interstate 75), for 12.01 feet to the **POINT OF BEGINNING**; thence leaving said East Limited Access right of way line for the following courses and distances: thence S 89°34'21" W for 42.18 feet to a point; thence S 07°30'32" W for 57.77 feet to a point; thence S 38°01'08" W for 1.05 feet to a point of a non-tangent circular curve concave to the northeast which radial line bears N 35°46'07" E; thence along the arc of said curve to the right, through a central angle of 53°41'18", having a radius of 23.71 feet, and an arc distance of 22.22 feet to a point which radial line bears N 89°27'50" E; thence N 02°34'11" W for 120.91 feet to a point of a non-tangent circular curve concave to the southeast which radial line bears S 84°15'39" E; thence along the arc of said curve to the right, through a central angle of 41°51'24", having a radius of 26.83 feet, and an arc distance of 19.60 feet to a point which radial line bears S 42°24'17" E; thence S 41°46'36" E for 1.51 feet to a point; thence S 12°19'09" E for 56.01 feet to a point; thence N 89°34'21" E for 42.12 feet to a point on the East Limited Access right of way line; thence S 02°37'20" E, along said East Limited Access right of way line for 43.03 feet to the **POINT OF BEGINNING**.

Subsurface Space Pier No. 2

A subsurface space within that airspace vertically enclosed above Elevation 0.5 feet and extending to an Elevation of 27.5 feet, according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which is encompassed within the following horizontal limits:

That portion of the limited access right-of-way as depicted on the Limited Access Right of Way Map for State Road 93 (Interstate 75), dated November 23rd, 2020, recorded in Road Map Book 154 at Page 46 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, a point of intersection with the East Limited Access Right-of-Way line of State Road 93 (Interstate 75) as shown on said recorded Road Map Book 154 at Page 46; thence run S89°34'21"W, departing said East Limited Access Right of Way line of State Road 93, along the South line of the SW 1/4 of said Section 16, for a distance of 286.24 feet; thence run N00°25'39"W, perpendicular to the last described course, for a distance of 13.81 feet, to the **POINT OF BEGINNING** of the herein described plane; thence run S87°10'30"W, for a distance of 6.00 feet; thence run N02°49'30"W, for a distance of 39.49 feet; thence run N87°10'30"E, for a distance of 12.00 feet; thence run S02°49'30"E, for a distance of 39.49 feet; thence run S87°10'30"W, for a distance of 6.00 feet, to the **POINT OF BEGINNING**.

Subsurface Space Pier No. 3

A subsurface space within the airspace vertically enclosed above Elevation 0.5 feet and extending to an Elevation of 27.5 feet, according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which is encompassed within the following horizontal limits:

That portion of the limited access right-of-way as depicted on the Limited Access Right of Way Map for State Road 93 (Interstate 75), dated November 23rd, 2020, recorded in Road Map Book 154 at Page 46 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, a point of intersection with the East Limited Access Right-of-Way line of State Road 93 (Interstate 75) as shown on said recorded Road Map Book 154 at Page 46; thence run S89°34'21"W, departing said East Limited Access Right of Way line of State Road 93, along the South line of the SW 1/4 of said Section 16, for a distance of 184.38 feet; thence run N00°25'39"W, perpendicular to the last described course, for a distance of 13.79 feet, to the **POINT OF BEGINNING** of the herein described plane; thence run S87°28'55"W, for a distance of 6.00 feet; thence run N02°31'05"W, for a distance of 39.42 feet; thence run N87°28'55"E, for a distance of 12.00 feet; thence run S02°31'05"E, for a distance of 39.42 feet; thence run S87°28'55"W, for a distance of 6.00 feet, to the **POINT OF BEGINNING**.

MDC035

MIAMI-DADE

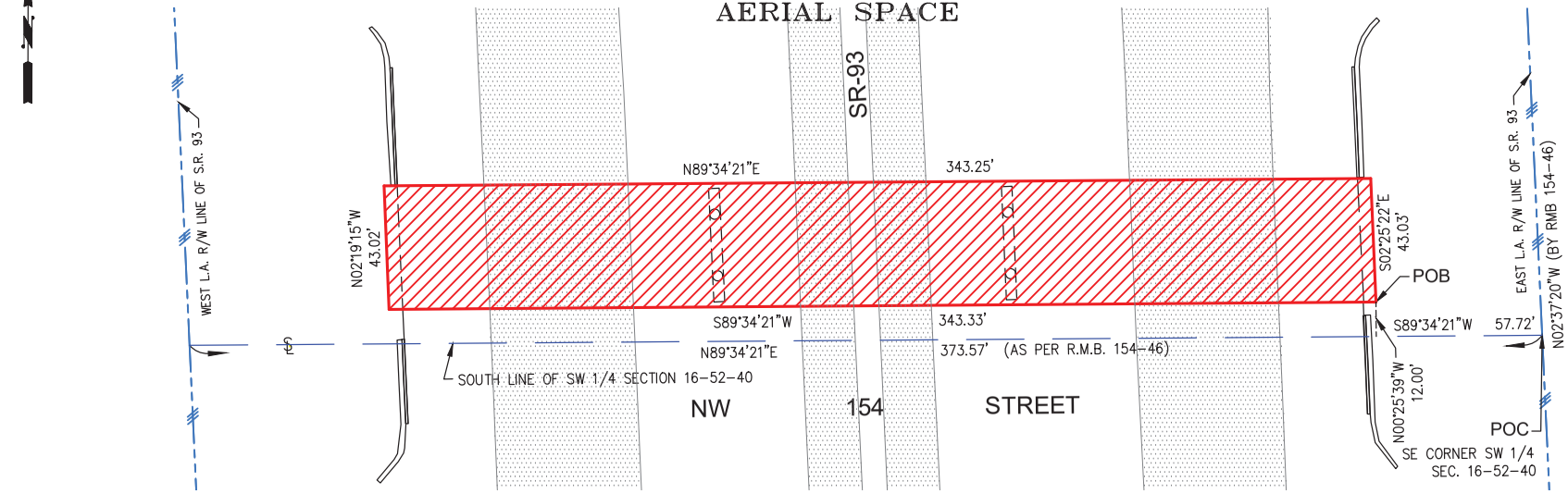
DTPW

THIS IS NOT A SURVEY

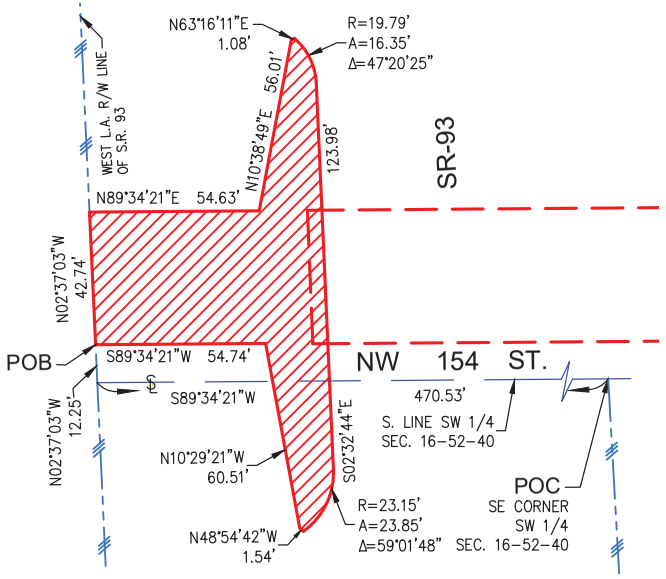
SKETCH TO ACCOMPANY LEGAL DESCRIPTION MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION/ENGINEERING SECTION	NW 154 St. AT SR-93 BRIDGE OVERPASS LEGAL DESCRIPTION	SCALE: N/A	DATE: 08-17-23
		DRAWN BY: L. Espinosa	
		CHECKED BY: O. Suarez	
		PROJECT: 20200261	SHEET: 2 of 5

EXHIBIT "B" TO THE USE & OCCUPANCY AGREEMENT

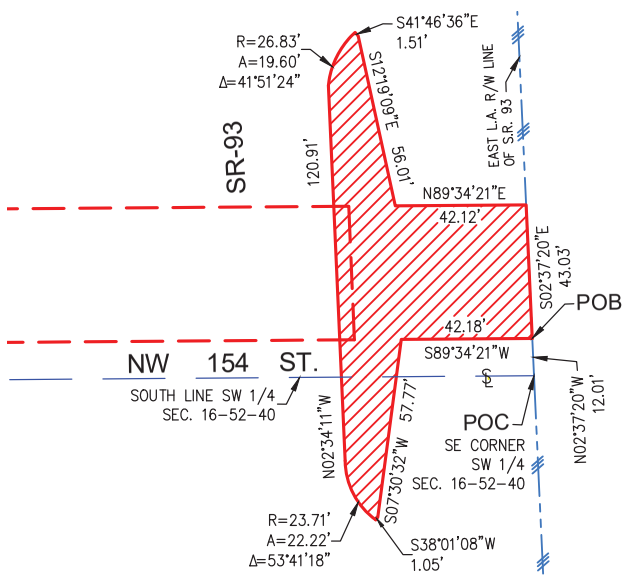
AERIAL SPACE



SURFACE SPACE WEST



SURFACE SPACE EAST



LEGEND

	AREA DESCRIBED FOR AGREEMENT
	BOUNDARY LINE
	AERIAL SPACE
	SECTION LINE
	LIMITED ACCESS RIGHT-OF-WAY LINE
(POC)	POINT OF COMMENCEMENT
(POB)	POINT OF BEGINNING
R.M.B.	ROAD MAP BOOK
℄	SECTION LINE
S.	SOUTH
SR	STATE ROAD
R/W	RIGHT OF WAY
SEC.	SECTION
L.A.	LIMITED ACCESS
(R)	RADIUS
(A)	ARC LENGTH
(Δ)	DELTA

MDC036

THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED AND WITHOUT WHICH THIS SKETCH IS TO BE CONSIDERED VOID AND INCOMPLETE.

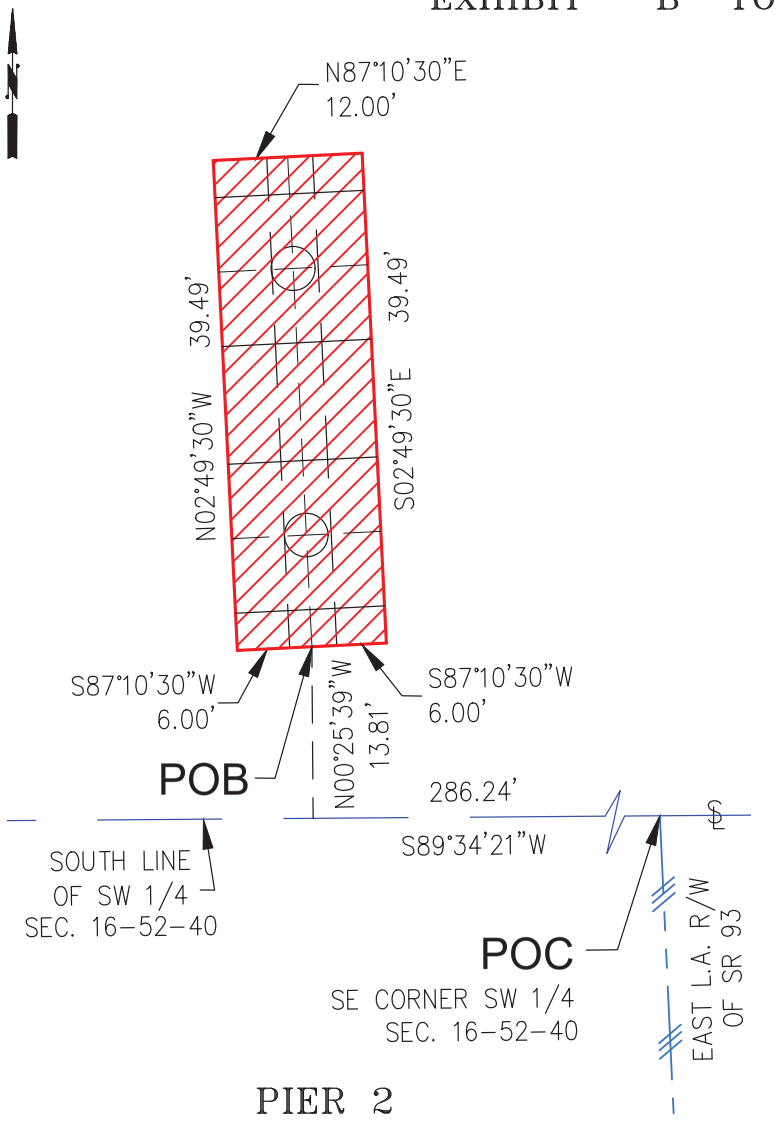
MIAMI-DADE

DTPW

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION/ENGINEERING SECTION	NW 154 St. AT SR-93 BRIDGE OVERPASS	SCALE:1"=40	DATE: 08-17-23
		DRAWN BY: L. Espinosa	
		CHECKED BY: O. Suarez	
	AERIAL & SURFACE SPACES	PROJECT: 20200261	SHEET: 3 of 5

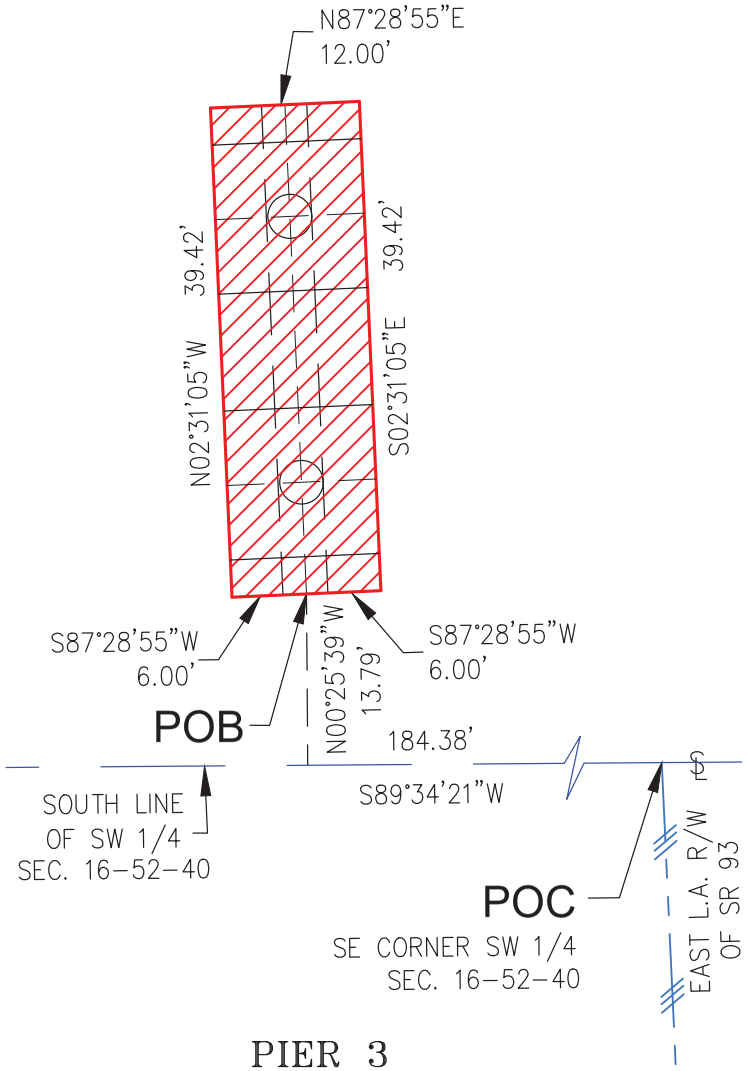
EXHIBIT "B" TO THE USE & OCCUPANCY AGREEMENT



PIER 2

LEGEND

	AREA DESCRIBED FOR AGREEMENT
	BOUNDARY LINE
	AERIAL SPACE
	SECTION LINE
	LIMITED ACCESS RIGHT-OF-WAY LINE
(POC)	POINT OF COMMENCEMENT
(POB)	POINT OF BEGINNING
R.M.B.	ROAD MAP BOOK
℄	SECTION LINE
S.	SOUTH
SR	STATE ROAD
R/W	RIGHT OF WAY
SEC.	SECTION
L.A.	LIMITED ACCESS
(R)	RADIUS
(A)	ARC LENGTH
(Δ)	DELTA



PIER 3

MDC037

THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED AND WITHOUT WHICH THIS SKETCH IS TO BE CONSIDERED VOID AND INCOMPLETE.

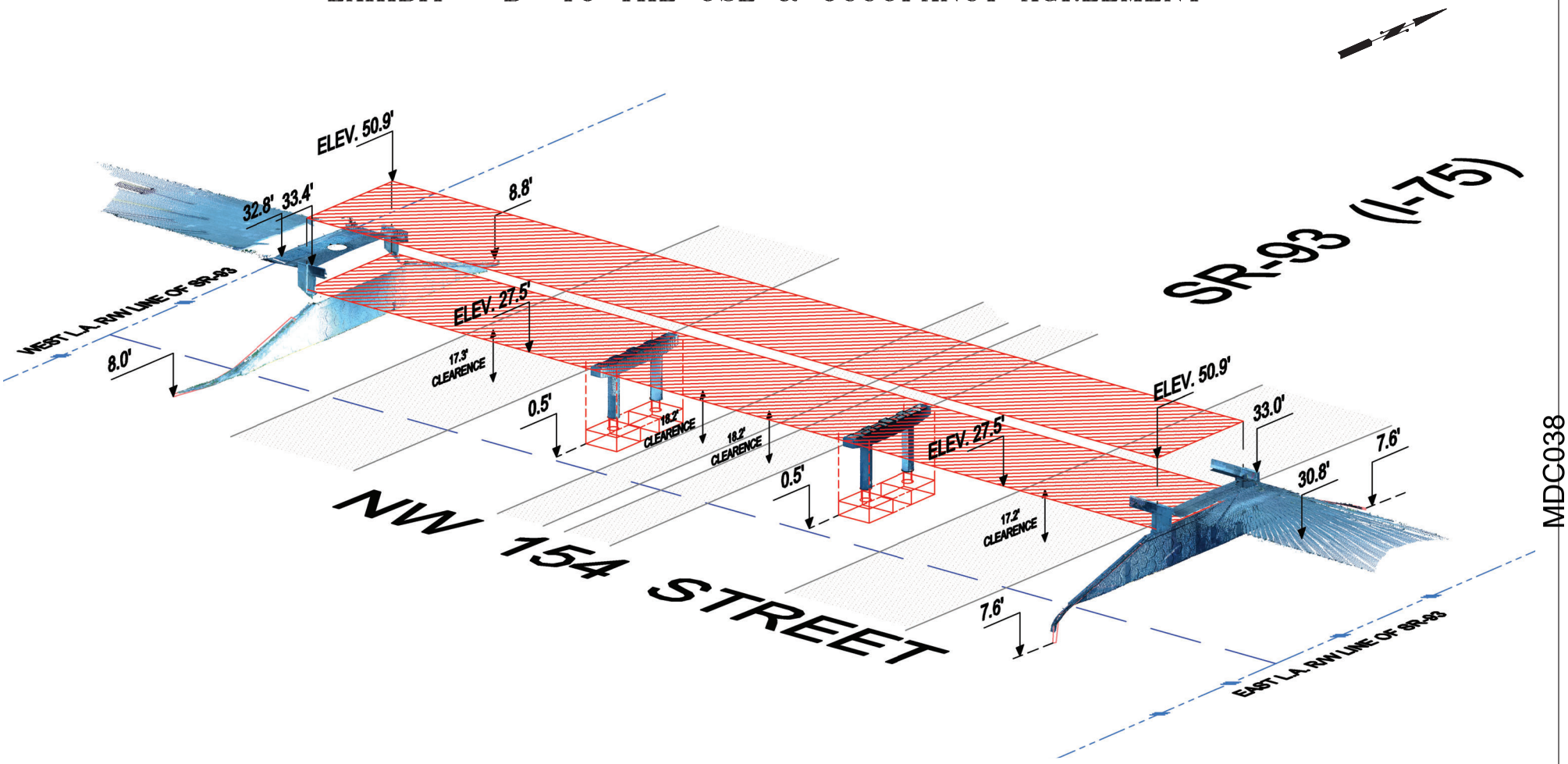
MIAMI-DADE

DTPW

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION/ENGINEERING SECTION	NW 154 St. AT SR-93 BRIDGE OVERPASS	SCALE:1"=10	DATE: 08-17-23
		DRAWN BY: L. Espinosa	
		CHECKED BY: O. Suarez	
	PIER FOOTER SPACES	PROJECT: 20200261	SHEET: 4 of 5

EXHIBIT "B" TO THE USE & OCCUPANCY AGREEMENT



MDC038

THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED AND WITHOUT WHICH THIS SKETCH IS TO BE CONSIDERED VOID AND INCOMPLETE.

MIAMI-DADE

DTPW

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION/ENGINEERING SECTION	NW 154 St. AT SR-93 BRIDGE OVERPASS ISOMETRIC	SCALE: 1"=30'	DATE: 08-17-23
		DRAWN BY: L. Espinosa	
		CHECKED BY: O.Suarez	
		PROJECT: 20200261	SHEET: 5 of 5

Exhibit "A"

This instrument prepared by,
the direction of
Alicia Trujillo, Esq.
District Six Chief Counsel
Florida Department of Transportation

Item/Segment No.: 251505-1 or under
Managing District: Six
F.A.P. No.: 0754-010-1
State Road No.: 93 (I-75)
County: Miami-Dade
Parcel: 7251

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida ("Grantor"), for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt which is hereby acknowledged, does grant, transfer, and deliver unto MIAMI-DADE COUNTY, a political subdivision of the State of Florida, its successors and assigns ("Grantee"), the east-west bridge existing over State Road 93/Interstate 75 ("State Road") which is in alignment with the right-of-way of N.W. 154th Street, including all structures, improvements, and other personal property affixed or located thereon, as more fully described in Attachment "1" attached hereto and incorporated herein (the "Bridge").

The Bridge is hereby transferred to Grantee under the following terms and conditions:

1. The Bridge is transferred in "as is" condition.

2. This instrument does not convey any rights, title, or interest in any real property.

3. Grantee shall be solely responsible for all maintenance of the Bridge in accordance with the Maintenance Responsibilities attached hereto as Attachment "2" and made part of this Bill of Sale.

4. The Bridge shall be used solely for the public transportation purpose of providing mobility between N.W. 154th Street east of the State Road and N.W. 154th Street west of the State Road.

5. If Grantor determines, within its sole discretion, that any of the conditions of this Bill of Sale have been violated, Grantee shall correct or cure the violation within thirty (30) days of notification of the violation by Grantor. If Grantee fails to remedy such violation within thirty (30) days to Grantor's satisfaction, title to the Bridge shall revert to Grantor, at the option of Grantor, upon written notice of such failure to remedy the violation, and Grantor shall have the right to immediate possession of the Bridge, with any and all improvements thereon, at no cost to Grantor. In the event of such reversion, Grantee shall immediately execute a Bill of Sale conveying the Bridge back to Grantor. The effectiveness of such reversion shall take place immediately upon Grantor providing notice to Grantee of failure to remedy the violation of the public transportation purpose condition within thirty

(30) days to Grantor's satisfaction, regardless of when the Bill of Sale is executed by Grantee.

Grantor retains such reversionary interest in the Bridge, which right may be exercised by Grantor, at the option of Grantor, in accordance with this Bill of Sale. Failure to exercise such right of reverter shall not be deemed to be a waiver of such right, and by accepting the conveyance of the Bridge, Grantee agrees that any defenses based upon Grantor's delay or failure to exercise the right of reverter are hereby waived.

6. In the event that Grantee fails to adhere to the terms and conditions of this Bill of Sale, Grantor shall have the right to specific performance and injunctive or other equitable relief of its rights under this Bill of Sale, in addition to any and all other rights and remedies at law or in equity.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That pursuant to the provisions of Section 337.25, Florida Statutes, the Grantor does hereby remise, release, and convey unto Grantee, and Grantee's successors and assigns forever, all the right, title and interest which Grantor has in and to the Bridge to be used solely for public transportation purposes, and subject to the herein described right of reverter.

IN WITNESS WHEREOF, Grantor has executed these presents this _____ day of _____, 20___.

[SIGNATURE PAGE FOLLOWS]

Signed, sealed and delivered
in our presence:

Witnesses for State of Florida Department of Transportation

Print:_____

Sign:_____
Executive Secretary

Print:_____

Sign:_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:_____
Stacy L. Miller, P.E.
District Six Secretary

Legal Review:

_____
Alicia Trujillo, Esq.
District Chief Counsel

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____ 20____, by Stacy L. Miller, P.E., District Six Secretary, State of Florida Department of Transportation, who is personally known to me or who has produced _____ as identification.

(NOTARY STAMP BELOW)

NOTARY PUBLIC:

Sign:_____

Print:_____
(Type, print or stamp
Commissioned Name
of Notary Public)

My commission expires: _____

The foregoing was accepted and approved on the ____ day of _____, 202__, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Signed, sealed and delivered in our presence:

Accepted as to Terms Conditions:

Witnesses for Miami-Dade County MIAMI-DADE COUNTY

Print:_____ By:_____

Sign:_____

Legal Review:

Print:_____ _____

Sign:_____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____ 20____, by _____, _____, who is personally known to me or who has produced _____ as identification.

(NOTARY STAMP BELOW)

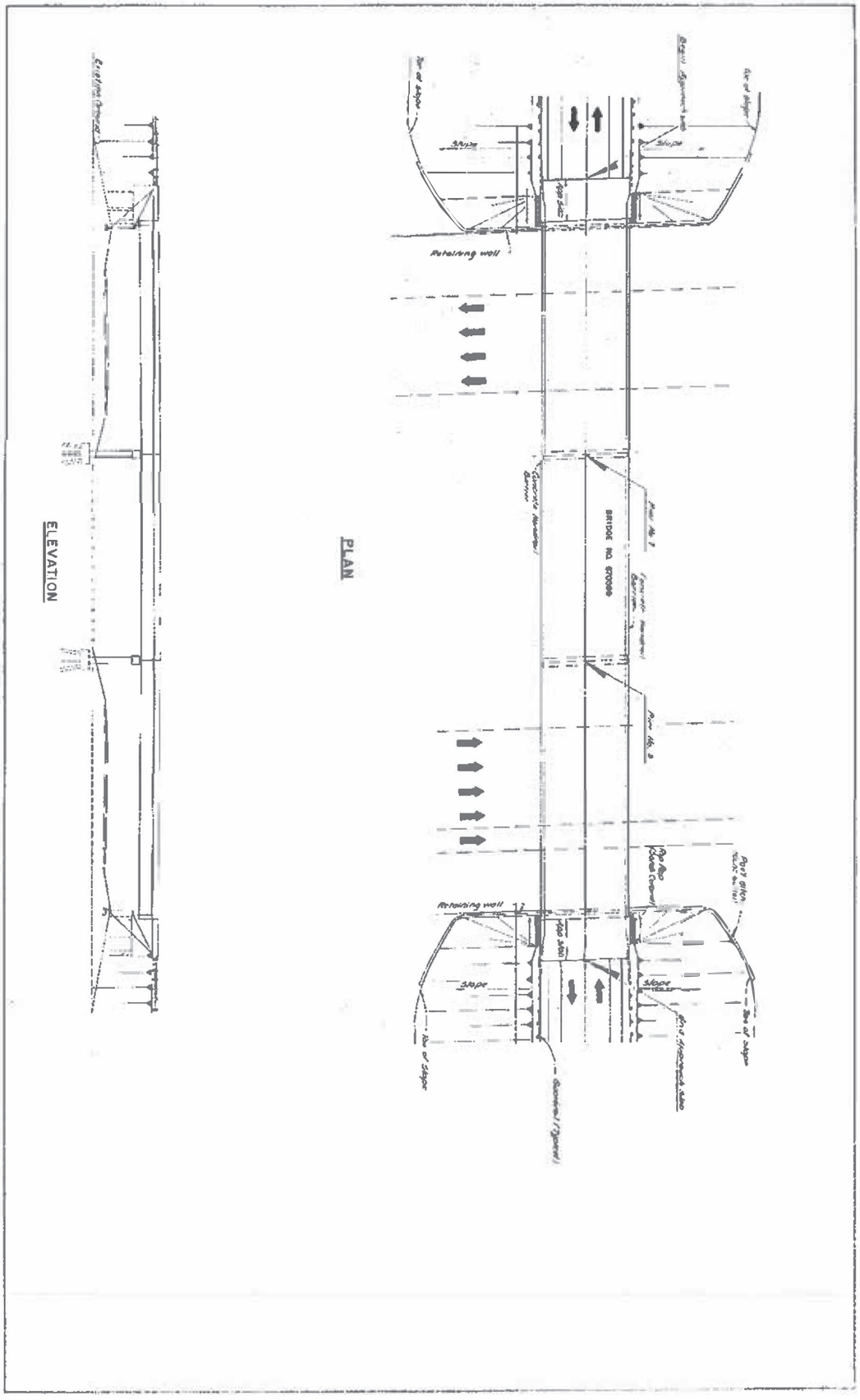
NOTARY PUBLIC:

Sign:_____

Print:_____
(Type, print or stamp Commissioned Name of Notary Public)

My commission expires: _____

Attachment "1"



Attachment "2"

To Bill of Sale
Maintenance Obligations

Item/Segment No.:	251505-1
Managing District:	Six
F.A.P. No.:	0754-010-1
State Road No.:	93 (I-75)
County:	Miami-Dade
Parcel:	7251

RECITALS

WHEREAS, the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department") has conveyed to MIAMI-DADE COUNTY (the "County") by a Bill of Sale the east-west bridge existing over State Road 93/Interstate 75 (the "State Road") which is in alignment with the right-of-way of N.W. 154th Street, including all structures, improvements, and other personal property affixed or located thereon, as more fully described in Attachment "1" of the Bill of Sale (the "Bridge"); and

WHEREAS, as a condition to the conveyance of the Bridge, the County, at the County's sole cost and expense, shall be solely responsible for all maintenance of the Bridge in accordance with the terms herein.

NOW, THEREFORE, the County agrees as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.

2. The County's maintenance obligations of the Bridge commence upon execution of the Bill of Sale, and the County's maintenance obligations shall continue so long as the Bridge remains under County ownership.

3. The County shall perform all its maintenance obligations in accordance with applicable law and the terms herein, as well as in accordance with all applicable federal and state standards, including, but not limited to, Department guidelines, standards, and procedures, as may be amended from time to time.

4. **COUNTY'S MAINTENANCE OBLIGATIONS**

   a. The County shall maintain the Bridge in good condition, both in safety and appearance.

   b. The County's maintenance obligations shall include, but shall not be limited to, inspecting, managing, operating, repairing, replacing, and performing maintenance (including preventative maintenance) of the

following:

i. All elements built as part of the construction of the Bridge as set forth in Attachment "1" of the Bill of Sale;

ii. All roadway features and appurtenances of the Bridge including, but not limited to, concrete pavement, asphalt pavement, drainage systems, traffic stripes, pavement markings, raised pavement markings, guardrail, lighting systems, and signs;

iii. All roadway features from both ends of the Bridge to the Department's limited access right-of-way line;

iv. All slope pavements, sodded embankments, and Mechanically Stabilized Earth (MSE) walls; and

v. All existing and future improvements placed or installed upon the Bridge, including, but not limited to, landscaping, sidewalk, pavers.

c. The County shall also be responsible for maintenance of the following:

i. Removal and disposal of litter from the Bridge;

ii. Painting the Bridge;

iii. Removal of graffiti from the Bridge; and

iv. Utilities installed on the Bridge.

d. Other than sweeping, any maintenance of, or modifications to, the Bridge will require prior coordination with the Department. The Department shall determine whether the maintenance or modifications will require the closure of any traffic lanes or shoulders on the State Road and whether such maintenance or modifications will require the County's submittal of a Department permit. If the Department determines that the closure of a traffic lane or shoulder on the State Road is required, the County shall submit a lane closure request to the Department through the District Six Lane Closure Information System and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

e. The County shall oversee all construction and maintenance activities to ensure that such construction or maintenance does not impact the State Road infrastructure or interfere with the free and safe flow of traffic on the State Road.

f. In the event that the Department concludes that any of the County's inspection, management, operation, or maintenance activities interfere in any way with the State Road, or with the Department's access, construction, maintenance, or inspection of the State Road, the County shall immediately cease and desist any such activities, at the County's sole cost and expense, upon notice from the Department to the County.

g. The County shall maintain a service log of all maintenance operations (including, but not limited to inspections and repairs) that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.

5. **DEPARTMENT'S RESERVATION OF RIGHTS**

a. Upon seven (7) day prior written notice to the County, the County shall allow the Department to inspect the Bridge to assess whether the County is complying with its duties pursuant to its Maintenance Obligations as defined herein. The Department shall share with the County its inspection findings and may use those findings as the basis for sending the County a notice to cure or notice of default as set forth in Section 6 herein.

6. **DEFAULT**

If Grantor determines, within its sole discretion, that the County has failed to perform any of its maintenance obligations set forth herein, the County shall correct or cure the deficiency/ies within thirty (30) days of notification of the deficiency/ies by the Department. If the County fails to remedy such deficiency/ies within thirty (30) days to the Department's satisfaction, the County shall be in default of its maintenance obligations and, in accordance with the Bill of Sale terms and conditions, title to the Bridge shall revert to the Department, at the option of the Department, upon written notice of such failure to remedy the deficiency/ies, and the Department shall have the right to immediate possession of the Bridge, with any and all improvements thereon, at no cost to Department.

In the alternative, and at the Department's option, upon two (2) day prior written notice to the County, the County shall allow the Department to perform the required maintenance and invoice the County for expenses incurred. If the Department elects to cure the default and invoice the County for the expenses incurred by the Department, the County shall reimburse the Department the full amounts expended by the Department in curing the default no later than thirty (30) calendar days from receipt by the County of the invoice(s) submitted by the Department. The County shall pay all costs and fees expended by the Department to enforce this obligation.

7. **THIRD-PARTY INDEMNIFICATION**

c. It is not intended by any of the provisions of any part of these Maintenance Obligations to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not signing these Maintenance Obligations to maintain a suit for personal injuries or property damage pursuant to the terms or provisions herein.

d. The County agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and/or subconsultants (each referred to as "ENTITY" for the purposes of the below indemnification) who perform maintenance or construction on the Bridge:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [COUNTY], the State of Florida Department of Transportation (the "Department"), and the Federal Highway Administration ("FHWA") including the officers, agents, and employees of the Department and FHWA, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [COUNTY]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [COUNTY] for the negligent acts or omissions of [COUNTY], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department or FHWA for the negligent acts or omissions of the Department, FHWA, and the officers, agents, or employees of the Department or FHWA, or third parties. This indemnification shall survive the termination of this Agreement.

Prior to the commencement of any work, and at all renewal periods which occur prior to final acceptance of the work, [COUNTY] shall be provided with an ACORD Certificate of Liability Insurance as well as an Additional Insured Endorsement naming [COUNTY], the Department, and FHWA

as scheduled additional insureds. [COUNTY] shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein."

8. **INSURANCE**

d. The County shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees performing maintenance or construction work on the Bridge. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the County elects to self-perform maintenance or construction work on the Bridge, and such self-performance is approved by the Department, the County may self-insure and proof of self-insurance shall be provided to the Department. If the County elects to hire a contractor or consultant to perform work on the Bridge, then the County shall, or cause its contractor or consultant to, carry Commercial General Liability insurance providing continuous coverage for all work or operations performed on the Bridge. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The County shall, or cause its contractor to, include the Department and FHWA to be made Additional Insureds as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department and FHWA as Additional Insureds shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $2,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed on the Bridge, and may not be shared with or diminished by claims unrelated to the work performed on the Bridge. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described

herein may contain or be subject to a Retention or a Self-Insured Retention unless the County is a state agency or subdivision of the State of Florida that elects to self-perform the work on the Bridge.

f. Prior to the commencement of any work on the Bridge, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificates of Liability Insurance as well as an Additional Insured Endorsements naming the Department and FHWA as scheduled additional insureds reflecting the coverage described herein. The Department shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, ACORD Certificates, or endorsements shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

9. **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 email as follows:

To the Department: Florida Department of Transportation
1000 Northwest 111th Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

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

Notices shall be deemed to have been received the same day the notice was sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

The foregoing was accepted and approved on the ____ day of _____, 202__, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Signed, sealed and delivered in our presence:

Witnesses for Miami-Dade County

Print:_____

Sign:_____

Print:_____

Sign:_____

Accepted as to Terms and Conditions

MIAMI-DADE COUNTY

Print:_____

Title: _____

Sign: _____

Legal Review:

Print: _____

Title: _____

Sign:_____

Exhibit "B"

54th St. Bridge (Parcel 7251)

Legal Description:

The use and occupancy of the airspace described herein in accordance with the Use and Occupancy Agreement between State of Florida Department of Transportation and Miami-Dade County (the "County") dated ___ day of _____, 2023 for the purpose of the County to operate, maintain, alter, and/or replace the NW 154 Street Bridge abutments, footers, and columns over under and across State Road 93 within the limited access right-of-way depicted on the Limited Access Right of Way Map dated November 23rd, 2020, recorded in Road Map Book 154 at Page 46 of the Public Records of Miami-Dade County, Florida. and being more particularly described as follows:

Aerial Space

An aerial space within that airspace vertically limited by a lower horizontal plane above elevation 27.50 feet and extending to an upper horizontal plane at Elevation 50.9 feet according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which are all encompassed within the following horizontal limits:

***

Surface Space West

A surface space within that airspace vertically limited by an upper horizontal plane at elevation 32.80 feet on top of the West Limited Access Right-of-Way line of SR 93 to the end of the approach slab line at elevation 33.4 feet and dropping to a lower horizontal plane that vary from elevation 8.0 to elevation 8.8 feet according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which are all encompassed within the following horizontal limits:

***

Surface Space East

A surface space within that airspace vertically limited by an upper horizontal plane at elevation 30.80 feet on top of the West Limited Access Right-of-Way line of SR 93 to the end of the approach slab line at elevation 33.0 feet and dropping to a lower horizontal plane at elevation 7.6 feet according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which are all encompassed within the following horizontal limits:

***

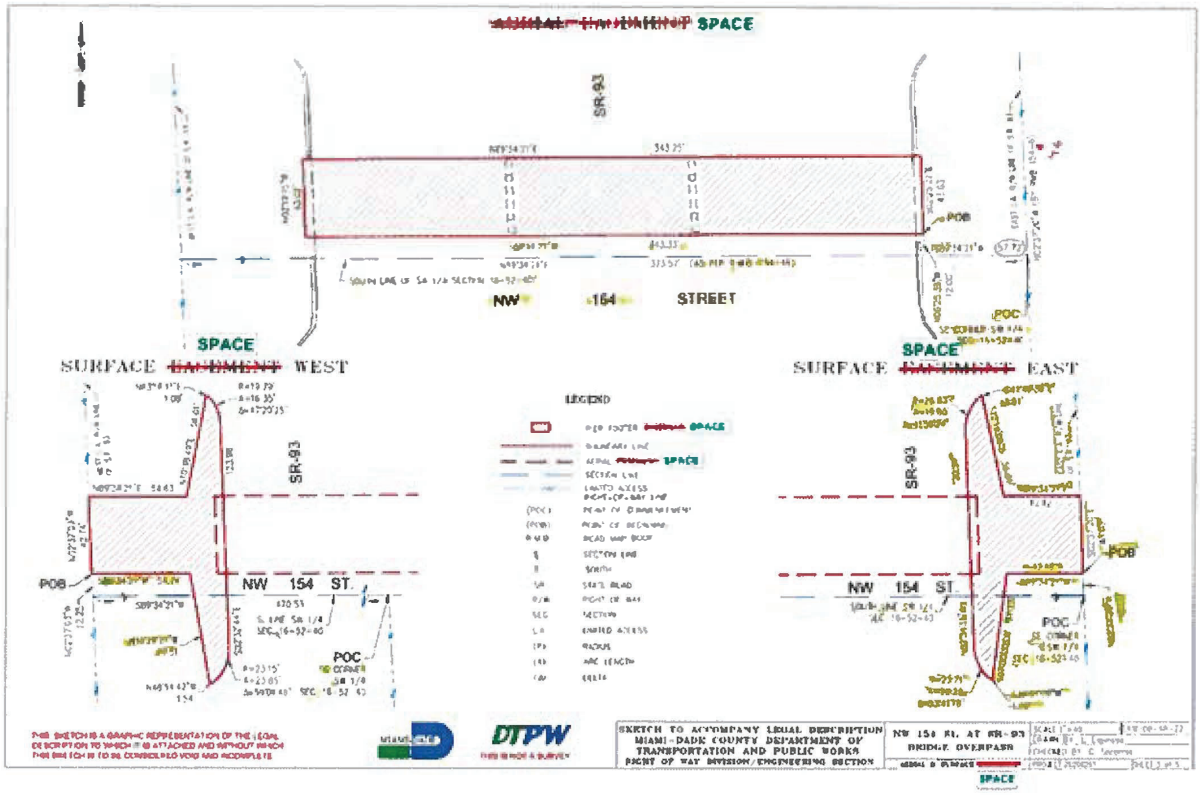
Subsurface Spaces Pier No. 2

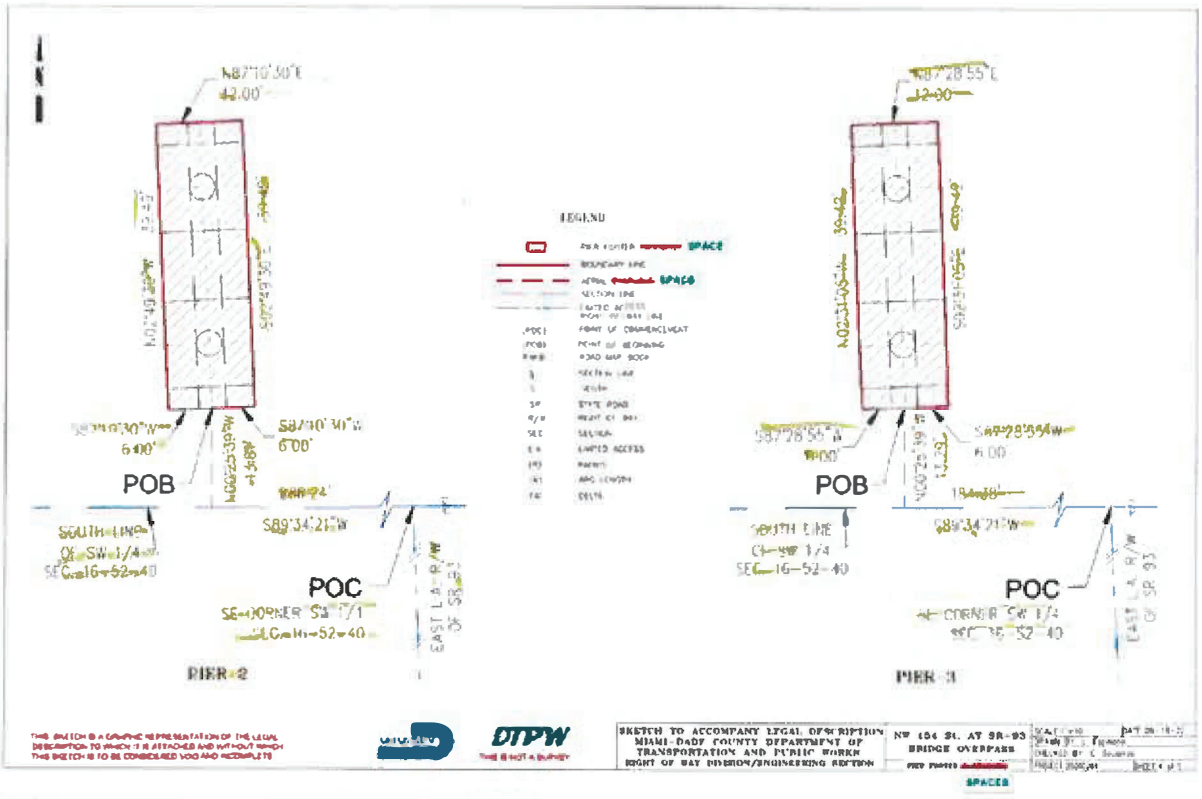
A subsurface space within that airspace vertically enclosed above Elevation 0.5 feet and extending to an Elevation of 27.5 feet, according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which is encompassed within the following horizontal limits:

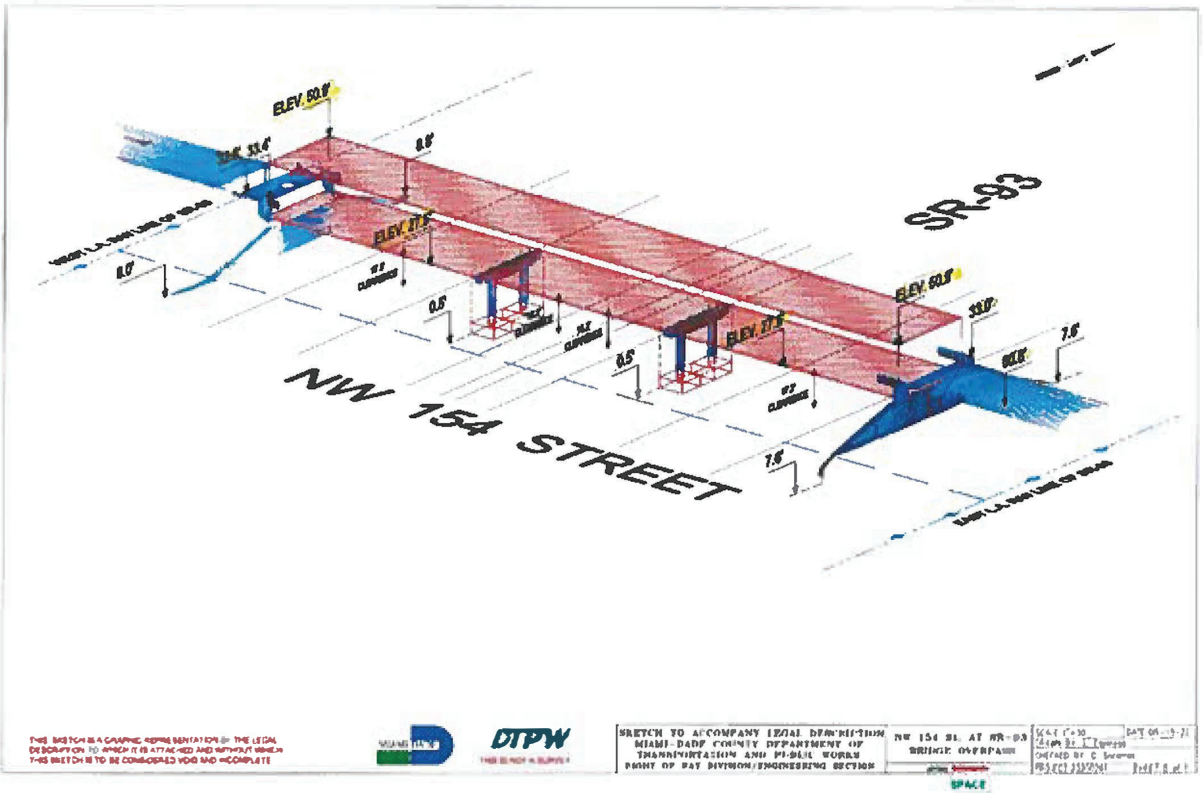
***

Subsurface Spaces Pier No. 3

A subsurface space within the airspace vertically enclosed above Elevation 0.5 feet and extending to an Elevation of 27.5 feet, according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which is encompassed within the following horizontal limits:




POB
POC
PIER-2
PIER-3
LEGEND
DTPW
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
RIGHT OF WAY DIVISION/ENGINEERING SECTION
NW 154 ST. AT SR-93
BRIDGE OVERPASS


SR-93
NW 154 STREET
ELEV. 60.8'
ELEV. 77.5'
DTPW
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
RIGHT OF WAY DIVISION/ENGINEERING SECTION
NW 154 ST. AT SR-93
BRIDGE OVERPASS

23 CFR, Part 710

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

USE AND OCCUPANCY AGREEMENT

ITEM/SEGMENT NO.: 251505-1

MANAGING DISTRICT: Six

F.A.P. NO.: 0754-010-1

STATE ROAD NO.: 93 (I-75)

COUNTY: Miami-Dade

PARCEL NO.: 7212 (Bridge over I-75 at NW 170th Street)

THIS **AGREEMENT,** made this _____ day of _____, _____, between MIAMI-DADE COUNTY,a political subdivision of the State of Florida, and its successors, in interest, (Grantee) at POST OFFICE ADRESS 111 N.W. 1st Street, Miami, Fl 33128 (Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida (State).

WITNESSETH:

WHEREAS, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

WHEREAS, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to a right of way use and occupancy agreement in accordance with 23 CFR, Part 710, and

WHEREAS, the Department has acquired sufficient legal right, title, and interest in the right of way of SR 93 (I-75) _____ which includes the property described in Exhibit “A” attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

WHEREAS, the Department desires to lease to Lessee the airspace which is that space located above and/or below the gradeline of the property described in Exhibit “A”, attached and such airspace is hereinafter referred to as the “real property interest” or the “leased property” and made a part hereof for the following purpose: for access to, and to maintain and operate, all of the bridge components and roadway improvements associated with the bridge (collectively, the "Improvements") spanning over SR 93/I-75 at NW 170th Street which bridge was constructed by the Lessor and relinquished to the Lessee by Bill of Sale dated _____ and recorded in ORB_____, Page_____in the Public Records of Miami-Dade County, Florida.

WHEREAS, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

NOW, THEREFORE, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Term

The Department does hereby lease unto Lessee the real property interest for a period of (See Addendum) beginning with the date of this Agreement. One renewal of this Agreement may be made for (See Addendum) _____.
However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each ☐ month ☐ quarter ☐ year on or before the first day of each rent payment period, See Addendum plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: NOT APPLICABLE - PUBLIC PURPOSE FOR NO CONSIDERATION

d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the real property interest as set forth herein.

b. The Lessee's proposed use of the real property interest is as follows: for access to, and to maintain and operate, all of the bridge components and roadway improvements associated with the bridge (collectively, the "Improvements") spanning over SR 93/I-75 at NW 170th Street which bridge was constructed by the Lessor and relinquished to the Lessee by Bill of Sale dated and recorded in ORB , Page in the Public Records of Miami-Dade County, Florida.

c. The general design for the use of the real property interest, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the real property interest in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the real property interest or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the real property interest so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. Lessee shall ensure vertical and horizontal access to the Department for maintenance purposes. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to

perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the real property interest shall not adversely affect the use, safety, appearance, or enjoyment of the highway by lights, sounds, wireless frequencies, smoke, fumes, vapors, odors, droppings, or any other objectionable discharges, or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the real property interest, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the real property interest.

k. Lessee shall not occupy, use, permit, or suffer the real property interest, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the real property interest under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. *(select applicable paragraph)*

☒ **Lessee is a Governmental Agency**

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

☐ **Lessee is not a Governmental Agency**

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department, FHWA, and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than two millions dollars ($ 2,000,000.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than two million dollars ($ 2,000,000.00) for property damage, or a combined coverage of not less than Four million dollars ($ 4,000,000.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department and FHWA as additional insured under the policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

7. Termination

a. This Agreement may be terminated by either party without cause upon (See Addendum) _____ (_____) days prior written notice to the other party.

b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose, is abandoned, or if use of the facility is required by the Department for transportation, maintenance or emergency purposes.

8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

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

9. Miscellaneous

a. The real property interest and Lessee's rights under this Agreement shall not be transferred, assigned, pledged or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA. Lessee shall not allow any liens or other encumbrances to attach to the leased property.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 49 CFR part 21..

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

j. The parties to this Agreement hereby understand and agree that the venue for any action that may arise as a result of this Agreement shall be in Leon County, Florida.

k. If Lessee is a “contractor” for the purposes of Section 119.0701, Florida Statutes, Lessee shall comply with public records laws and specifically shall:

1. Keep and maintain the public records that ordinarily and necessarily would be required to be kept and maintained by the Department in order to perform the services identified herein.

2. Provide the public with access to those public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

4. Meet all requirements for retaining the public records and transfer, at no cost, to the Department all the public records in possession of Lessee upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All such public records (if any) stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.

If Lessee fails during such times to comply with a public records request, the Department shall enforce this section in accordance with this Agreement.

Lessee shall otherwise allow public access to all documents, papers, letters or other materials, made or received by Lessee in connection with this Agreement and the lease of the Demised Premises, to the extent such access is required because such documents, papers, letters or other materials are subject to the provisions of s. 24(a) of the State Constitution or Chapter 119, Florida Statutes.

l. Section 287.133(3)(a), Florida Statutes, requires that Lessee be informed of the following provisions of section 287.133 (2)(a), Florida Statues: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for Category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

m. The Department shall consider the employment knowingly by Lessee of unauthorized aliens a violation of Section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement.

n. This Agreement shall not create any third-party beneficiary hereunder, nor shall this Agreement authorize anyone not a party hereto to maintain a suit against the Department pursuant to the terms of this Agreement.

o. This Agreement shall be binding upon the successors, assigns and legal representatives of Lessee and the Department.

p. All Exhibits attached to this Agreement are made a part hereof as if fully copied herein. All submittals required to be submitted by Lessee that are approved by the Department are by reference made a part of this Agreement as if fully copied herein.

q. Nothing in this Agreement or in any documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Department of its sovereign immunity in tort under the Constitution and laws of the State of Florida.

r. "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

s. Lessee does not qualify for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. Section 4601 et seq.)

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

Miami-Dade County
LESSEE (Company Name, if applicable)

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Name: Stacy L. Miller, P.E., District Six Secretary.

Attest: _____

Name/Title: Helen Bosque, Assistant to District Six Secretary

Legal Review:

_____
District Counsel

Name: Alicia Trujillo, Esq., District Six Chief Counsel

ADDENDUM

This is an Addendum to that certain Right of Way Use and Occupancy Agreement between _____
_____
and the State of Florida Department of Transportation dated the _____ day of _____, _____ .
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (d) of said Agreement:

DO NOT SGN - SEE SEPARATE ADDENDUM

_____
LESSEE (Company Name, if applicable)

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Name: _____

Attest: _____

Name/Title: _____

Legal Review:

_____
District Counsel

Name: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO USE AND OCCUPANCY AGREEMENT

Item/Segment No.:	251505-1
Managing District:	Six
F.A.P. No.:	0754-010-1
State Road No.:	93 (I-75)
County:	Miami-Dade
Parcel:	7212

THIS ADDENDUM ("Addendum") made this ___ day of _____, 202_ ("Effective Date") is an addendum to that certain Use and Occupancy Agreement dated ___ day of _____, 202_ ("Agreement") made between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (the "Department") and MIAMI DADE COUNTY, a political subdivision of the State of Florida ("Lessee") (collectively, the "Parties").

NOW, THEREFORE, the Parties mutually agree as follows:

1. The recitals of the Agreement and this Addendum are true and correct and are incorporated herein by reference and made a part hereof.

2. The third WHEREAS clause of the Recitals is hereby deleted in its entirety and replaced with the following:

   WHEREAS, the Department has sufficient legal right, title, and interest in the right-of-way of State Road 93/Interstate 75 (the "State Road"), which is part of the Federal Aid System, as well as in the east-west bridge existing over the State Road (the "Bridge") which is in alignment with the right-of-way of N.W. 170th Street, and which is being conveyed by the Department to Lessee by a Bill of Sale on even date herewith, attached hereto as Exhibit "A" and made a part hereof; and

3. The fourth WHEREAS clause of the Recitals is hereby deleted in its entirety and replaced with the following:

   WHEREAS, the Department desires to lease to Lessee the airspace more fully and three-dimensionally described in Exhibit "B", hereinafter referred to as the "Premises" for the sole purpose of accessing, maintaining, and operating the Bridge.

4. SECTION 1, PREMISES, is hereby deleted in its entirety and replaced with the following:

   The Premises consists of the airspace as shown in Exhibit "B" located at N.W. 170th Street and the State Road, Miami-Dade County, Florida.

Nothing herein shall be construed to grant any fee or easement rights, title, or interest in any real property, or in airspace other than the Premises described in Exhibit “B.”

5. SECTION 2, TERM, is hereby deleted in its entirety and replaced with the following:

   The term of this Agreement shall be for a period of ninety-nine (99) years from the Effective Date unless earlier terminated in accordance with Section 7 of this Agreement (“Original Term”). Lessee may elect to renew this Agreement for another ninety-nine (99) years by notifying the Department of its intention to renew this Agreement not later than thirty (30) calendar days prior to the expiration of the Original Term. Lessee’s failure to comply with the foregoing notice provision may result in the Department’s refusal to renew the Agreement.

6. SECTION 3, RENT, is hereby deleted in its entirety and replaced with the following:

   Given that the lease of the Premises is exclusively for public transportation use, no consideration is to be paid to the Department by Lessee. Lessee shall be responsible for any applicable state, county, city, and local taxes that may be assessed.

7. SECTION 4, USE, OCCUPANCY, AND MAINTENANCE is hereby deleted in its entirety and replaced with the following:

   a. The Premises shall be exclusively used by Lessee and/or its authorized contractors and subcontractors for the sole purpose of accessing, maintaining, and operating the Bridge. Any change in the authorized use of the Premises or revision in the design or construction of the Bridge shall require prior written approval from the Department’s District Six Secretary, subject to concurrence by the FHWA.

   b. The Department and FHWA, through their duly authorized agents, representatives, employees, contractors, and subcontractors may enter the Premises at any time for the purpose of inspection, maintenance, or reconstruction of the State Road and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard. Lessee shall ensure vertical and horizontal access to the Department for maintenance of the State Road and/or State facilities.

c. Upon execution of the Bill of Sale attached hereto as Exhibit “A,” Lessee, at Lessee’s sole cost and expense, shall be solely responsible for all maintenance of the Bridge in accordance with the Maintenance Obligations attached to the Bill of Sale as Attachment “2” and is made a part of this Agreement. Lesse shall maintain the Bridge in such a way to ensure the safety and integrity of the State Road, and such maintenance will be accomplished in a manner so as not to impair the State Road or interfere with the free and safe flow of traffic on the State Road.

d. The occupancy and use of the Premises shall not adversely affect the use, safety, appearance, or enjoyment of the State Road by lights, sounds, wireless frequencies, smoke, fumes, vapors, odors, droppings, or any other objectionable discharges, or emissions, or nuisances of any kind therefrom.

e. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the Premises or the State Road is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the Premises under this Agreement, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

f. Existing utilities and/or all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

g. The lease of the Premises is subject to all applicable permit requirements and any other required agreements or approvals, and concurrences.

h. Portable or temporary advertising signs are prohibited.

8. SECTION 5, INDEMNIFICATION, is hereby deleted in its entirety and replaced with the following:

5. THIRD-PARTY INDEMNIFICATION

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this

Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

b. Lessee agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and/or subconsultants (each referred to as "ENTITY" for the purposes of the below indemnification) who perform work in the Premises:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [LESSEE], the State of Florida Department of Transportation (the "Department"), and the Federal Highway Administration ("FHWA"), including the officers, agents, and employees of the Department and FHWA, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [LESSEE]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [LESSEE] for the negligent acts or omissions of [LESSEE], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department or FHWA for the negligent acts or omissions of the Department, FHWA, and the officers, agents, or employees of the Department or FHWA, or third parties. This indemnification shall survive the termination of this Agreement.

Prior to the commencement of any work, and at all renewal periods which occur prior to final acceptance of the work, [LESSEE] shall be provided with an ACORD Certificate of Liability Insurance as well as an Additional Insured Endorsement naming [LESSEE], the Department, and FHWA as scheduled additional insureds. [LESSEE] shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein."

9. SECTION 6, INSURANCE, is hereby deleted in its entirety and replaced with the following:

a. The Lessee shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees performing work in the Premises. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

b. If the Lessee elects to self-perform work in the Premises, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Lessee may self-insure and proof of self-insurance shall be provided to the Department. If the Lessee elects to hire a contractor or consultant to perform work in the Premises, then the Lessee shall, or cause its contractor or consultant to, carry Commercial General Liability insurance providing continuous coverage for all work or operations performed in the Premises. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Lessee shall, or cause its contractor to, include the Department and FHWA to be made Additional Insureds as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department and FHWA as Additional Insureds shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $2,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed in the Premises and may not be shared with or diminished by claims unrelated to the work performed in the Premises. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Lessee is a state agency or subdivision of the State of Florida that elects to self-perform the work in the Premises.

c. Prior to the commencement of any work in the Premises, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificates of Liability Insurance as well as an Additional Insured Endorsements naming the Department and FHWA as scheduled additional insureds reflecting the coverage described herein. The Department shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, ACORD Certificates, or endorsements shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

10. SECTION 7, TERMINATION, is hereby deleted in its entirety and replaced with the following:

a. This Agreement is terminable by the Department upon the occurrence of any one or more of the following events:

i. Lessee violates any of the conditions of this Agreement and such violation is not corrected within thirty (30) calendar days after written notice of noncompliance has been given by the Department;

ii. The Premises ceases to be used for the specific purpose set forth in this Agreement;

iii. The Department needs to use the Premises for transportation, maintenance, or emergency purposes, and in such an event, the Department shall provide Lessee with 180-day advance notice;

iv. The Bridge reverts to the Department in accordance with the terms and conditions of the Bill of Sale; or

v. The County defaults on any of its maintenance obligations pursuant to Section 6 of the Maintenance Obligations attached as Attachment "1" to Exhibit "A" Bill of Sale.

b. Upon termination of this Agreement, Lessee shall immediately discontinue the use of the Premises and deliver the Premises to the Department, or its agents, in the condition existing at the commencement of this Agreement.

11. SECTION 9, MISCELLANEOUS, subsection a. is hereby deleted in its entirety and replaced with the following:

a. The Premises and Lessee's rights under this Agreement shall not be transferred, assigned, pledged or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA. Lessee shall not allow any liens or other encumbrances to attach to the Premises.

12. SECTION 9, MISCELLANEOUS, subsection c. is hereby deleted in its entirety and replaced with the following:

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of Florida, county or local governments, or other lawful authority whatsoever, affecting the Premises, and of all insurance policies covering the Premises.

13. SECTION 9, MISCELLANEOUS, subsection f. is hereby deleted in its entirety and replaced with the following:

a. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the Parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the Parties are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both Parties.

14. SECTION 9, MISCELLANEOUS, subsection i. is hereby deleted in its entirety and replaced with the following:

i. 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 email as follows:

To the Department: Florida Department of Transportation
1000 Northwest 111th Avenue, Room 6205
Miami, Florida 33172-5800
Attn: FDOT District Six Right of Way Manager

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

Notices shall be deemed to have been received the same day the notice was sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

15. SECTION 9, MISCELLANEOUS, is hereby modified to add subsection "t" as follows:

    t. This Agreement shall be recorded in the Public Records of Miami-Dade County, Florida.

16. Except as modified in this Addendum, all other terms and conditions of the Agreement shall remain unchanged.

[SIGNATURE PAGE FOLLOWS]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ADDENDUM TO USE AND OCCUPANCY AGREEMENT

Item/Segment No.: 251505-1
Managing District: Six
F.A.P. No.: 0754-010-1
State Road No.: 93 (I-75)
County: Miami-Dade
Parcel: 7212

MIAMI-DADE COUNTY
LESSEE

By: _____

Name: _____

Title: _____

Attest: _____ (Seal)

Name: _____

Title: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Secretary

Name: Stacy L. Miller, P.E.

Attest: _____

Name: Helen Bosque

Title: Assistant to District Six Secretary

Legal Review:

_____
County Attorney

Name: _____

Legal Review:

_____
District Counsel

Name: _____

Exhibit "A"

This instrument prepared by,
or under the direction of,
Alicia Trujillo, Esq., _____
District Chief Counsel
Florida Department of Transportation
Managing District : Six

Parcel No. : 7212 (Bridge)
Item/Seg No. : 2515051
Sect/Job No. : 87075-2401
FAP No. : 0754-010-I
S.R. No. : 73 (I-75) (at NW 170th St.)
County : Miami-Dade

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the Florida Department of Transportation (Grantor), for and in consideration of the sum of Ten and no/100 Dollars ($10.00), lawful money of the United States, to it paid by Miami-Dade County, a political subdivision of the State of Florida, and its successors in interest (Grantee), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, its successors and assigns, the following:

> All bridge structures, improvements, equipment and/or other personal property affixed or located on the real property as described in Composite Exhibit “A” attached hereto and incorporated herein.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns forever.

AND it does for itself, its successors and assigns, covenant to and with the said Grantee, its successors and assigns, that it has the lawful right to transfer ownership of the property described in this instrument and that they are free from all liens and encumbrances.

IN WITNESS WHEREOF, the said party of the first part have signed and sealed these presents this _____ day of _____, 20___.

(SIGNATURE PAGE FOLLOWS)

Signed, sealed and delivered
in our presence:

Witnesses:

Print:_____

Sign:_____
Executive Secretary

_____
Witness Address

Print:_____

Sign:_____

_____
Witness Address

Florida Department of Transportation

By:_____
Stacy L. Miller, P.E.
District Six Secretary

Legal Review:

_____
Alicia Trujillo, Esq.
District Chief Counsel

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____ 20____, by Stacy L. Miller, P.E., District Six Secretary, State of Florida Department of Transportation, who is personally known to me or who has produced _____ as identification.

(NOTARY STAMP BELOW)

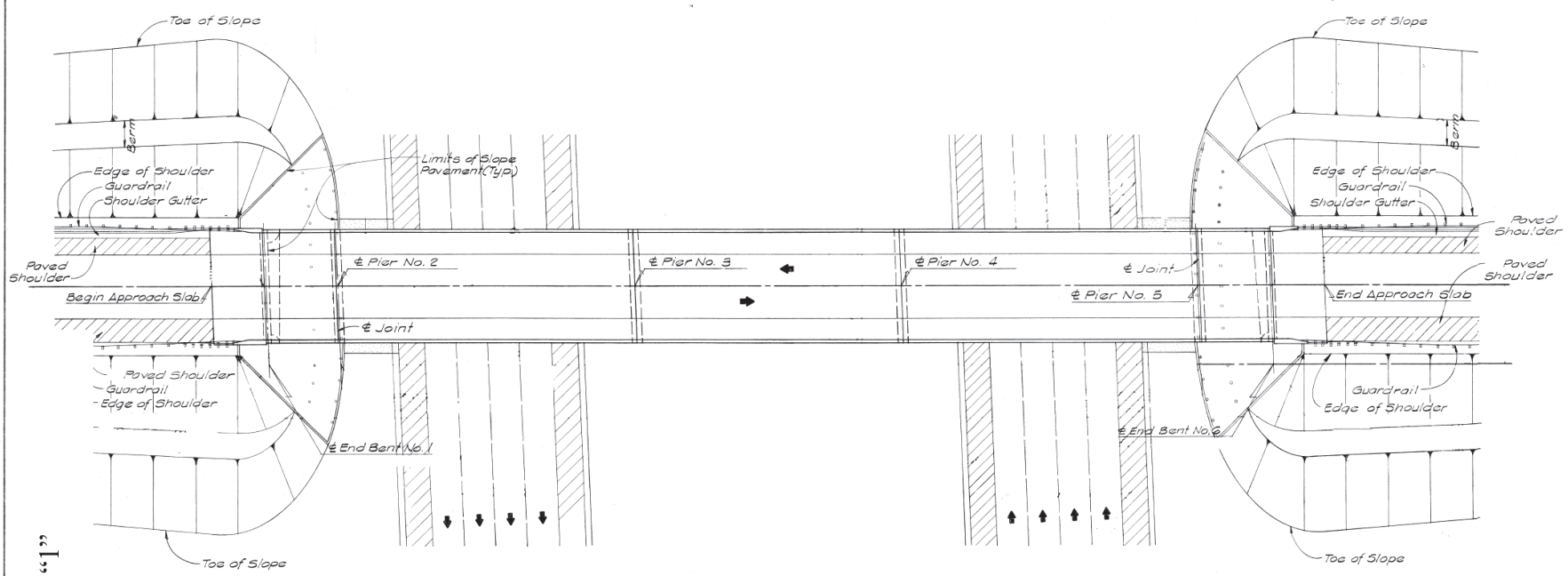
NOTARY PUBLIC:

Sign:_____

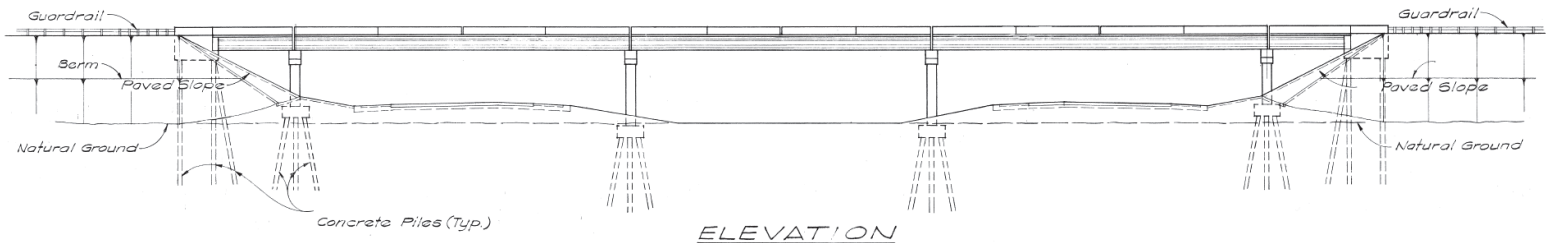
Print:_____
(Type, print or stamp
Commissioned Name
of Notary Public)

My commission expires: _____

Attachment "1"



PLAN



ELEVATION

Bridge Components:
Approach Concrete Slabs Approach Metal Guardrails
Approach and Bridge Concrete Barriers Sidewalks Fence Enclosures
Deck Concrete Slab Deck Expansion Joints Bearings
Piers and Pier Caps Concrete Footings and Piles Concrete
Wingwalls Concrete End Bents
End Bents Sodded Slope Protection
End Bents Concrete Slope Protection

MDC073

ATTACHMENT "2"

To Bill of Sale
Maintenance Obligations

Item/Segment No.:	251505-1
Managing District:	Six
F.A.P. No.:	0754-010-1
State Road No.:	93 (I-75)
County:	Miami-Dade
Parcel:	7212

RECITALS

WHEREAS, the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department") has conveyed to MIAMI-DADE COUNTY (the "County") by a Bill of Sale the east-west bridge existing over State Road 93/Interstate 75 (the "State Road") which is in alignment with the right-of-way of N.W. 170th Street, including all structures, improvements, and other personal property affixed or located thereon, as more fully described in Attachment "1" of the Bill of Sale (the "Bridge"); and

WHEREAS, as a condition to the conveyance of the Bridge, the County, at the County's sole cost and expense, shall be solely responsible for all maintenance of the Bridge in accordance with the terms herein.

NOW, THEREFORE, the County agrees as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.

2. The County's maintenance obligations of the Bridge commence upon execution of the Bill of Sale, and the County's maintenance obligations shall continue so long as the Bridge remains under County ownership.

3. The County shall perform all its maintenance obligations in accordance with applicable law and the terms herein, as well as in accordance with all applicable federal and state standards, including, but not limited to, Department guidelines, standards, and procedures, as may be amended from time to time.

4. **COUNTY'S MAINTENANCE OBLIGATIONS**

   a. The County shall maintain the Bridge in good condition, both in safety and appearance.

   b. The County's maintenance obligations shall include, but shall not be limited to, inspecting, managing, operating, repairing, replacing, and

performing maintenance (including preventative maintenance) of the following:

i. All elements built as part of the construction of the Bridge as set forth in Attachment “1” of the Bill of Sale;

ii. All roadway features and appurtenances of the Bridge including, but not limited to, concrete pavement, asphalt pavement, drainage systems, traffic stripes, pavement markings, raised pavement markings, guardrail, lighting systems, and signs;

iii. All roadway features from both ends of the Bridge to the Department’s limited access right-of-way line;

iv. All slope pavements, sodded embankments, and Mechanically Stabilized Earth (MSE) walls; and

v. All existing and future improvements placed or installed upon the Bridge, including, but not limited to, landscaping, sidewalk, pavers.

c. The County shall also be responsible for maintenance of the following:

i. Removal and disposal of litter from the Bridge;

ii. Painting the Bridge;

iii. Removal of graffiti from the Bridge; and

iv. Utilities installed on the Bridge.

d. Other than sweeping, any maintenance of, or modifications to, the Bridge will require prior coordination with the Department. The Department shall determine whether the maintenance or modifications will require the closure of any traffic lanes or shoulders on the State Road and whether such maintenance or modifications will require the County’s submittal of a Department permit. If the Department determines that the closure of a traffic lane or shoulder on the State Road is required, the County shall submit a lane closure request to the Department through the District Six Lane Closure Information System and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

e. The County shall oversee all construction and maintenance activities to ensure that such construction or maintenance does not impact the State Road infrastructure or interfere with the free and safe flow of traffic on

the State Road.

f. In the event that the Department concludes that any of the County's inspection, management, operation, or maintenance activities interfere in any way with the State Road, or with the Department's access, construction, maintenance, or inspection of the State Road, the County shall immediately cease and desist any such activities, at the County's sole cost and expense, upon notice from the Department to the County.

g. The County shall maintain a service log of all maintenance operations (including, but not limited to inspections and repairs) that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.

5. **DEPARTMENT'S RESERVATION OF RIGHTS**

a. Upon seven (7) day prior written notice to the County, the County shall allow the Department to inspect the Bridge to assess whether the County is complying with its duties pursuant to its Maintenance Obligations as defined herein. The Department shall share with the County its inspection findings and may use those findings as the basis for sending the County a notice to cure or notice of default as set forth in Section 6 herein.

6. **DEFAULT**

If Grantor determines, within its sole discretion, that the County has failed to perform any of its maintenance obligations set forth herein, the County shall correct or cure the deficiency/ies within thirty (30) days of notification of the deficiency/ies by the Department. If the County fails to remedy such deficiency/ies within thirty (30) days to the Department's satisfaction, the County shall be in default of its maintenance obligations and, in accordance with the Bill of Sale terms and conditions, title to the Bridge shall revert to the Department, at the option of the Department, upon written notice of such failure to remedy the deficiency/ies, and the Department shall have the right to immediate possession of the Bridge, with any and all improvements thereon, at no cost to Department.

In the alternative, and at the Department's option, upon two (2) day prior written notice to the County, the County shall allow the Department to perform the required maintenance and invoice the County for expenses incurred. If the Department elects to cure the default and invoice the County for the expenses incurred by the Department, the County shall reimburse the Department the full amounts expended by the Department in curing the default no later than thirty (30) calendar days from receipt by the County of the invoice(s) submitted by the Department. The County shall pay all costs

and fees expended by the Department to enforce this obligation.

7. **THIRD-PARTY INDEMNIFICATION**

a. It is not intended by any of the provisions of any part of these Maintenance Obligations to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not signing these Maintenance Obligations to maintain a suit for personal injuries or property damage pursuant to the terms or provisions herein.

b. The County agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and/or subconsultants (each referred to as "ENTITY" for the purposes of the below indemnification) who perform maintenance or construction on the Bridge:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [COUNTY], the State of Florida Department of Transportation (the "Department"), and the Federal Highway Administration ("FHWA") including the officers, agents, and employees of the Department and FHWA, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [COUNTY]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [COUNTY] for the negligent acts or omissions of [COUNTY], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department or FHWA for the negligent acts or omissions of the Department, FHWA, and the officers, agents, or employees of the Department or FHWA, or third parties. This indemnification shall survive the termination of this Agreement.

Prior to the commencement of any work, and at all renewal periods which occur prior to final acceptance of the work, [COUNTY] shall be provided with an ACORD Certificate of Liability Insurance as well as an Additional Insured

Endorsement naming [COUNTY], the Department, and FHWA as scheduled additional insureds. [COUNTY] shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein."

8. **INSURANCE**

a. The County shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees performing maintenance or construction work on the Bridge. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

b. If the County elects to self-perform maintenance or construction work on the Bridge, and such self-performance is approved by the Department, the County may self-insure and proof of self-insurance shall be provided to the Department. If the County elects to hire a contractor or consultant to perform work on the Bridge, then the County shall, or cause its contractor or consultant to, carry Commercial General Liability insurance providing continuous coverage for all work or operations performed on the Bridge. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The County shall, or cause its contractor to, include the Department and FHWA to be made Additional Insureds as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department and FHWA as Additional Insureds shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $2,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed on the Bridge, and may not be shared with or diminished by claims unrelated to the work performed on the Bridge. The policy/ies and coverage described herein may be subject to a deductible and such deductibles

shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the County is a state agency or subdivision of the State of Florida that elects to self-perform the work on the Bridge.

c. Prior to the commencement of any work on the Bridge, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificates of Liability Insurance as well as an Additional Insured Endorsements naming the Department and FHWA as scheduled additional insureds reflecting the coverage described herein. The Department shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, ACORD Certificates, or endorsements shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

9. **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 email as follows:

To the Department: Florida Department of Transportation
1000 Northwest 111th Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

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

Notices shall be deemed to have been received the same day the notice was sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

The foregoing was accepted and approved on the ____ day of _____, 202__, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Signed, sealed and delivered
in our presence:

Witnesses for Miami-Dade County

Print:_____

Sign:_____

_____
Witness Address

Print:_____

Sign:_____

_____
Witness Address

Accepted as to Terms and
Conditions

MIAMI-DADE COUNTY

Print:_____

Title: _____

Sign: _____

Legal Review:

Print: _____

Title: _____

Sign:_____

EXHIBIT "B" TO THE USE & OCCUPANCY AGREEMENT

SURVEYOR'S NOTES:

Bearings shown on the sketch to accompany legal description are based on the South line measured in a field survey dated 8-02-22 by Miami-Dade County Special Project and Survey Section DTPW.
N 89°28'33" E, North American Datum (NAD) 1983, Florida East Zone 901, /2011 Adjustment.
Monuments found: 579960.128, 867252.257, 5.946,
MAG.N/RLS, SW corner SW 1/4, 9-52-40.
579984.215, 869893.44, 25.466,
FND REBAR, SE corner SW 1/4, 9-52-40.

Elevations shown are referred to the National Geodetic Vertical Datum of 1929 (NGVD 1929) and are based on a benchmark maintained by Miami-Dade County Special Project and Survey Section DTPW. Benchmark "BM N-628" Elevation 4.277 (NGVD 1929).

Measured in US Survey Feet.

CARLOS D. SOLARES CERTIFICATE NO. 4953 STATE OF FLORIDA REGISTERED LAND SURVEYOR

By:_____
Omar Suarez, PSM
Professional Surveyor & Mapper LS No. 6914
State of Florida

For: Miami-Dade County Department of
Transportation and Public Works
Right-of-Way Division Engineering Section
111 NW 1 Street, Suite 1610 Miami, Florida
33128-1970

NOTICE: Unless it bears the signature and the original raised seal of a Florida licensed Surveyor and Mapper, this sketch is for informational purposes only and is not valid.

Legal Description:

The different areas/spaces described herein in accordance with the Use and Occupancy Agreement between State of Florida Department of Transportation and Miami-Dade County for the purpose of the County to operate, maintain, alter, and/or replace the NW 170 Street Bridge abutments, footers, and columns over under and across State Road 93 within the limited access right-of-way depicted on the Limited Access Right of Way Map dated April 5th, 2019, recorded in Road Map Book 154 at Page 19 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Aerial Space

An aerial space vertically limited by a lower horizontal plane above elevation 27.80 feet and extending to an upper horizontal plane at Elevation 78.0 feet according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which are all encompassed within the following horizontal limits:

COMMENCE at the Southeast corner of the Southwest 1/4 of Section 9, Township 52 South, Range 40 East, Miami-Dade County, Florida, a point of intersection with the East Limited Access Right-of-Way line of State Road 93 (Interstate 75) as shown on said recorded Road Map Book 154 at Page 19; thence run S89°28'33"W, departing said East Limited Access Right of Way line of State Road 93 along the South line of the SW 1/4 of said Section 9, for a distance of 42.62 feet; thence run N00°31'27"W, perpendicular to the last described course, for a distance of 15.50 feet, to the **POINT OF BEGINNING** of the herein described plane; thence run S89°28'33"W, along the edge of the slab parallel to the South line of the SW 1/4 of said Section 9, for a distance of 385.56 feet to the face of end bent 1; thence run N02°43'03"W, along the face of end bent 1, for a distance of 47.12 feet to the edge of the slab; thence run N89°28'33"E, along the edge of the slab, for a distance of 385.75 feet to the face of end bent 6; thence run S02°29'22"E, along the face of end bent 6, for a distance of 47.12 feet to the **POINT OF BEGINNING**.

Surface Space West

A surface space within that airspace vertically limited by an upper horizontal plane at elevation 31.80 feet on top of the West Limited Access Right-of-Way line of SR 93 to the end of the approach slab line at elevation 32.2 feet and dropping to a lower horizontal plane that vary from elevation 9.0 to elevation 10.3 feet according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which are all encompassed within the following horizontal limits:

That portion of the limited access right-of-way as depicted on the Limited Access Right of Way Map for State Road 93 (Interstate 75), dated April 5th, 2019, recorded in Road Map Book 154 at Page 19 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest Quarter of Section 9, Township 52 South, Range 40 East, Miami-Dade County, Florida, said point also lying on the existing West Limited Access right of way of State Road 93 (Interstate 75); thence S 89°28'33" W, along the South line of the SW 1/4 of said Section 9, for 471.09 feet to a point on the existing West Limited Access right of way line of SR-93; thence N 02°37'03" W, along said West Limited Access right of way line, for 13.95 feet to the **POINT OF BEGINNING**; thence continue N 02°37'03" W, along said West Limited Access right of way line, for 47.68 feet to a point; thence leaving said West Limited Access right of way line for the following courses and distances: thence N 87°22'57" E, for 33.88 feet to a point; thence N 05°57'19" E, for 4.92 feet to a point; thence N 42°40'06" E, for 41.42 feet to a point of a non-tangent circular curve concave to the southwest, which radial line bears S 47°00'55" W, thence along the arc of said curve to the right, through a central angle of 23°27'41", having a radius of 40.36 feet, and an arc distance of 16.53 feet to a point of a compound circular curve concave to the west, which radial line bears S 70°35'18" W , thence along the arc of said curve to the right, through a central angle of 16°49'10", having a radius of 71.12 feet, and an arc distance of 20.88 feet to a point; thence S 01°25'32" E for 60.46 feet to a point of a non-tangent circular curve concave to the west, which radial line bears N 82°56'41" W, thence along the arc of said curve to the right, through a central angle of 21°52'28", having a radius of 67.77 feet, and an arc distance of 25.87 feet to a point; thence N 46°52'46" W, for 46.88 feet to a point; thence N 10°14'37" E, for 4.35 feet to a point; thence S 87°22'57" W, for 32.89 feet to the **POINT OF BEGINNING**.

Surface Space East

A surface space within that airspace vertically limited by an upper horizontal plane at elevation 31.80 feet on top of the West Limited Access Right-of-Way line of SR 93 to the end of the approach slab line at elevation 32.2 feet and dropping to a lower horizontal plane that vary from elevation 9.5 to elevation 10.0 feet according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which are all encompassed within the following horizontal limits:

That portion of the limited access right-of-way as depicted on the Limited Access Right of Way Map for State Road 93 (Interstate 75), dated April 5th, 2019, recorded in Road Map Book 154 at Page 19 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest Quarter of Section 9, Township 52 South, Range 40 East, Miami-Dade County, Florida, said point also lying on the existing East Limited Access right of way of State Road (Interstate 75); thence N 02°37'22" W, along said existing East Limited Access right of way of State Road (Interstate 75), for 16.47 feet to the **POINT OF BEGINNING;** thence leaving said East Limited Access right of way line for the following courses and distances: thence S 87°22'38" W for 30.63 feet to a point; thence S 01°49'04" W for 4.04 feet to a point; thence S 41°46'40" W for 45.16 feet to a point of a non-tangent circular curve concave to the northeast, which radial line bears N 55°22'03" E; thence along the arc of said curve to the right, through a central angle of 19°27'49", having a radius of 71.33 feet, and an arc distance of 24.23 feet to a point of a compound circular curve concave to the east, which radial line bears N 72°25'50" E, thence along the arc of said curve to the right, through a central angle of 17°04'54", having a radius of 61.92 feet, and an arc distance of 18.46 feet to a point; thence N 02°31'54" W for 48.26 feet to a point of a non-tangent circular curve concave to the east, which radial line bears N 88°07'03" E; thence along the arc of said curve to the right, through a central angle of 08°41'22", having a radius of 76.04 feet, and an arc distance of 11.53 feet to a point of a compound circular curve concave to the east, which radial line bears S 82°29'37" E; thence along the arc of said curve to the right, through a central angle of 26°06'48", having a radius of 55.81 feet, and an arc distance of 25.44 feet to a point; thence S 43°01'39" E for 46.60 feet to a point; thence S 01°00'02" E for 3.79 feet to a point; thence

MDC081

MIAMI-DADE DTPW THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION/ENGINEERING SECTION	NW 170 St. AT SR-93 BRIDGE OVERPASS LEGAL DESCRIPTION AND NOTES	SCALE: N/A	DATE: 08-17-23
		DRAWN BY: L. Espinosa	
		CHECKED BY: O. Suarez	
		PROJECT: 20200261	SHEET: 1 of 5

EXHIBIT "B" TO THE USE & OCCUPANCY AGREEMENT

N87°22'38" E for 32.61 feet to a point; thence S 02°37'22" E for 47.95 feet to the **POINT OF BEGINNING**.

Subsurface Space Pier No. 2

A subsurface space at airspace vertically enclosed above Elevation 6.0 feet and extending to an Elevation of 28.2 feet, according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which is encompassed within the following horizontal limits:

That portion of the limited access right-of-way as depicted on the Limited Access Right of Way Map for State Road 93 (Interstate 75), dated April 5th, 2019, recorded in Road Map Book 154 at Page 19 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of Section 9, Township 52 South, Range 40 East, Miami-Dade County, Florida, a point of intersection with the East Limited Access Right-of-Way line of State Road 93 (Interstate 75) as shown on said recorded Road Map Book 154 at Page 19; thence run S89°28'33"W, departing said East Limited Access Right of Way line of State Road 93, along the South line of the SW 1/4 of said Section 9, for a distance of 398.82 feet; thence run N00°31'27"W, perpendicular to the last described course, for a distance of 16.23 feet, to the **POINT OF BEGINNING** of the herein described plane; thence run S87°14'25"W, for a distance of 4.50 feet; thence run N02°45'35"W, for a distance of 46.03 feet; thence run N87°14'25"E, for a distance of 9.00 feet; thence run S02°45'35"E, for a distance of 46.03 feet; thence run S87°14'25"W, for a distance of 4.50 feet, to the **POINT OF BEGINNING**.

Subsurface Space Pier No. 3

A subsurface space at airspace vertically enclosed above Elevation 0.0 feet and extending to an Elevation of 28.9 feet, according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which is encompassed within the following horizontal limits:

That portion of the limited access right-of-way as depicted on the Limited Access Right of Way Map for State Road 93 (Interstate 75), dated April 5th, 2019, recorded in Road Map Book 154 at Page 19 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of Section 9, Township 52 South, Range 40 East, Miami-Dade County, Florida, a point of intersection with the East Limited Access Right-of-Way line of State Road 93 (Interstate 75) as shown on said recorded Road Map Book 154 at Page 19; thence run S89°28'33"W, departing said East Limited Access Right of Way line of State Road 93, along the South line of the SW 1/4 of said Section 9, for a distance of 286.55 feet; thence run N00°31'27"W, perpendicular to the last described course, for a distance of 16.02 feet, to the **POINT OF BEGINNING** of the herein described plane; thence run S87°35'09"W, for a distance of 5.00 feet; thence run N02°24'51"W, for a distance of 46.01 feet; thence run N87°35'09"E, for a distance of 10.00 feet; thence run S02°24'51"E, for a distance of 46.01 feet; thence run S87°35'09"W, for a distance of 5.00 feet, to the **POINT OF BEGINNING**.

Subsurface Space Pier No. 4

A subsurface space at airspace vertically enclosed above Elevation 0.0 feet and extending to an Elevation of 28.9 feet, according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which is encompassed within the following horizontal limits:

That portion of the limited access right-of-way as depicted on the Limited Access Right of Way Map for State Road 93 (Interstate 75), dated April 5th, 2019, recorded in Road Map Book 154 at Page 19 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of Section 9, Township 52 South, Range 40 East, Miami-Dade County, Florida, a point of intersection with the East Limited Access Right-of-Way line of State Road 93 (Interstate 75) as shown on said recorded Road Map Book 154 at Page 19; thence run S89°28'33"W, departing said East Limited Access Right of Way line of State Road 93, along the South line of the SW 1/4 of said Section 9, for a distance of 184.86 feet; thence run N00°31'27"W, perpendicular to the last described course, for a distance of 16.21 feet, to the **POINT OF BEGINNING** of the herein described plane; thence run S87°40'40"W, for a distance of 5.00 feet; thence run N02°19'20"W, for a distance of 46.02 feet; thence run N87°40'40"E, for a distance of 10.00 feet; thence run S02°19'20"E, for a distance of 46.02 feet; thence run S87°40'40"W, for a distance of 5.00 feet, to the **POINT OF BEGINNING**.

Subsurface Space Pier No. 5

A subsurface space at airspace vertically enclosed above Elevation 6.0 feet and extending to an Elevation of 28.2 feet, according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which is encompassed within the following horizontal limits:

That portion of the limited access right-of-way as depicted on the Limited Access Right of Way Map for State Road 93 (Interstate 75), dated April 5th, 2019, recorded in Road Map Book 154 at Page 19 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southwest 1/4 of Section 9, Township 52 South, Range 40 East, Miami-Dade County, Florida, a point of intersection with the East Limited Access Right-of-Way line of State Road 93 (Interstate 75) as shown on said recorded Road Map Book 154 at Page 19; thence run S89°28'33"W, departing said East Limited Access Right of Way line of State Road 93, along the South line of the SW 1/4 of said Section 9, for a distance of 72.06 feet; thence run N00°31'27"W, perpendicular to the last described course, for a distance of 16.16 feet, to the **POINT OF BEGINNING** of the herein described plane; thence run S87°39'19"W, for a distance of 4.50 feet; thence run N02°20'41"W, for a distance of 46.10 feet; thence run N87°39'19"E, for a distance of 9.00 feet; thence run S02°20'41"E, for a distance of 46.10 feet; thence run S87°39'19"W, for a distance of 4.50 feet, to the **POINT OF BEGINNING.**

MDC082

MIAMI-DADE

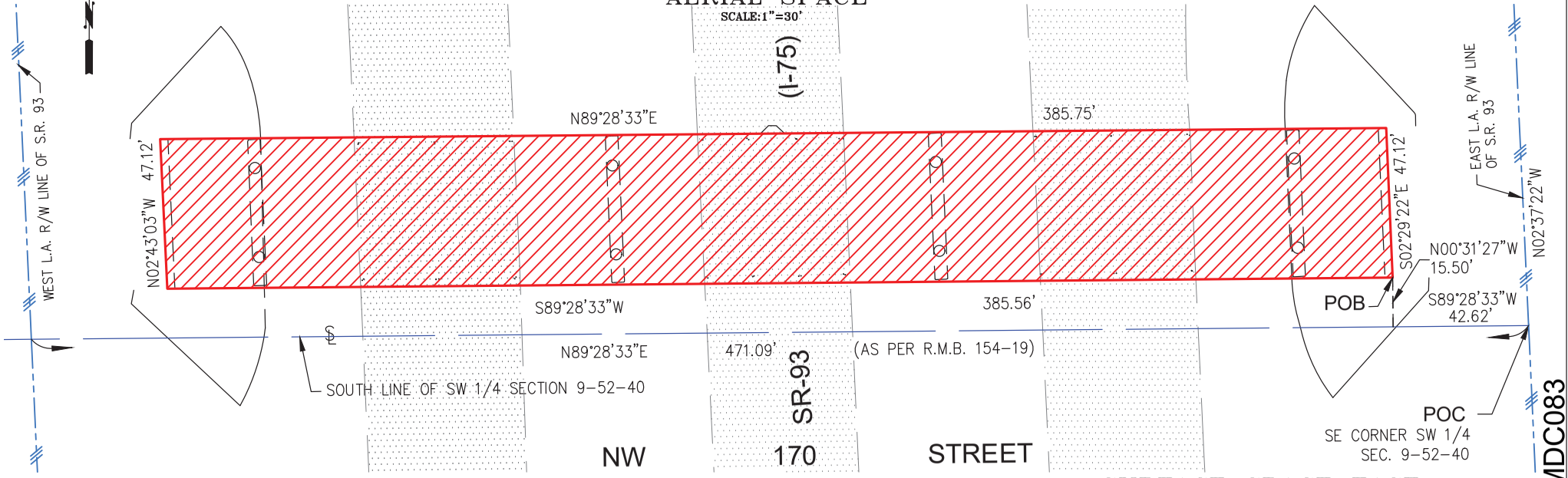
DTPW

THIS IS NOT A SURVEY

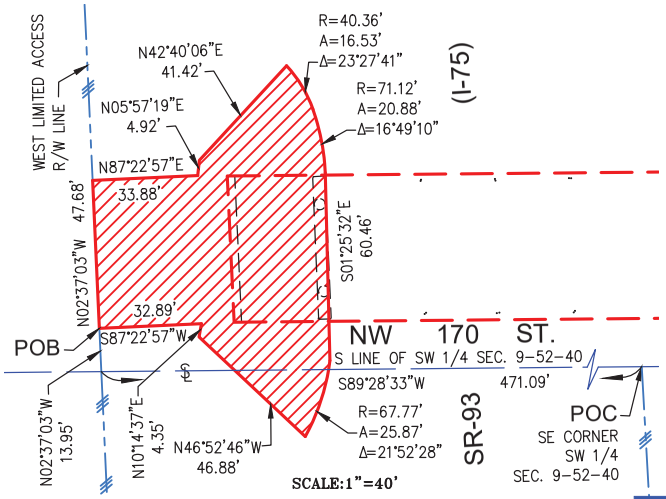
SKETCH TO ACCOMPANY LEGAL DESCRIPTION MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION/ENGINEERING SECTION	NW 170 St. AT SR-93 BRIDGE OVERPASS LEGAL DESCRIPTION	SCALE: N/A	DATE: 08-17-23
		DRAWN BY: L. Espinosa	
		CHECKED BY: O. Suarez	
		PROJECT: 20200261	SHEET: 2 of 5

EXHIBIT "B" TO THE USE & OCCUPANCY AGREEMENT

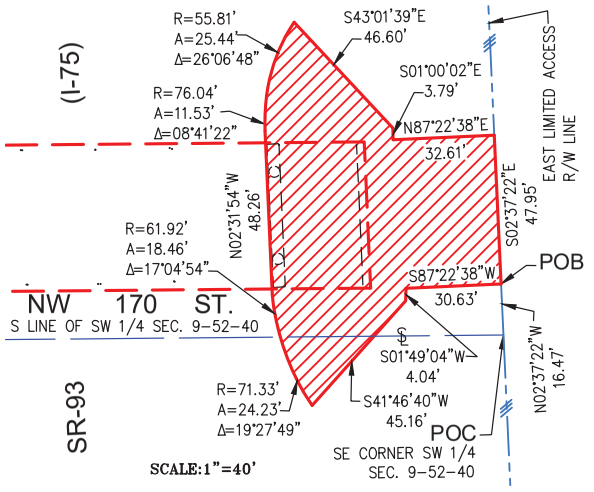
AERIAL SPACE



SURFACE SPACE WEST



SURFACE SPACE EAST



LEGEND

	AREA DESCRIBED FOR AGREEMENT
	BOUNDARY LINE
	AERIAL SPACE
	SECTION LINE
	LIMITED ACCESS RIGHT-OF-WAY LINE
(POC)	POINT OF COMMENCEMENT
(POB)	POINT OF BEGINNING
R.M.B.	ROAD MAP BOOK
℄	CENTER LINE
S	SOUTH
SR	STATE ROAD
R/W	RIGHT OF WAY
SEC.	SECTION
(R)	RADIUS
(A)	ARC LENGTH
(Δ)	DELTA

THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED AND WITHOUT WHICH THIS SKETCH IS TO BE CONSIDERED VOID AND INCOMPLETE.

MIAMI-DADE

DTPW

THIS IS NOT A SURVEY

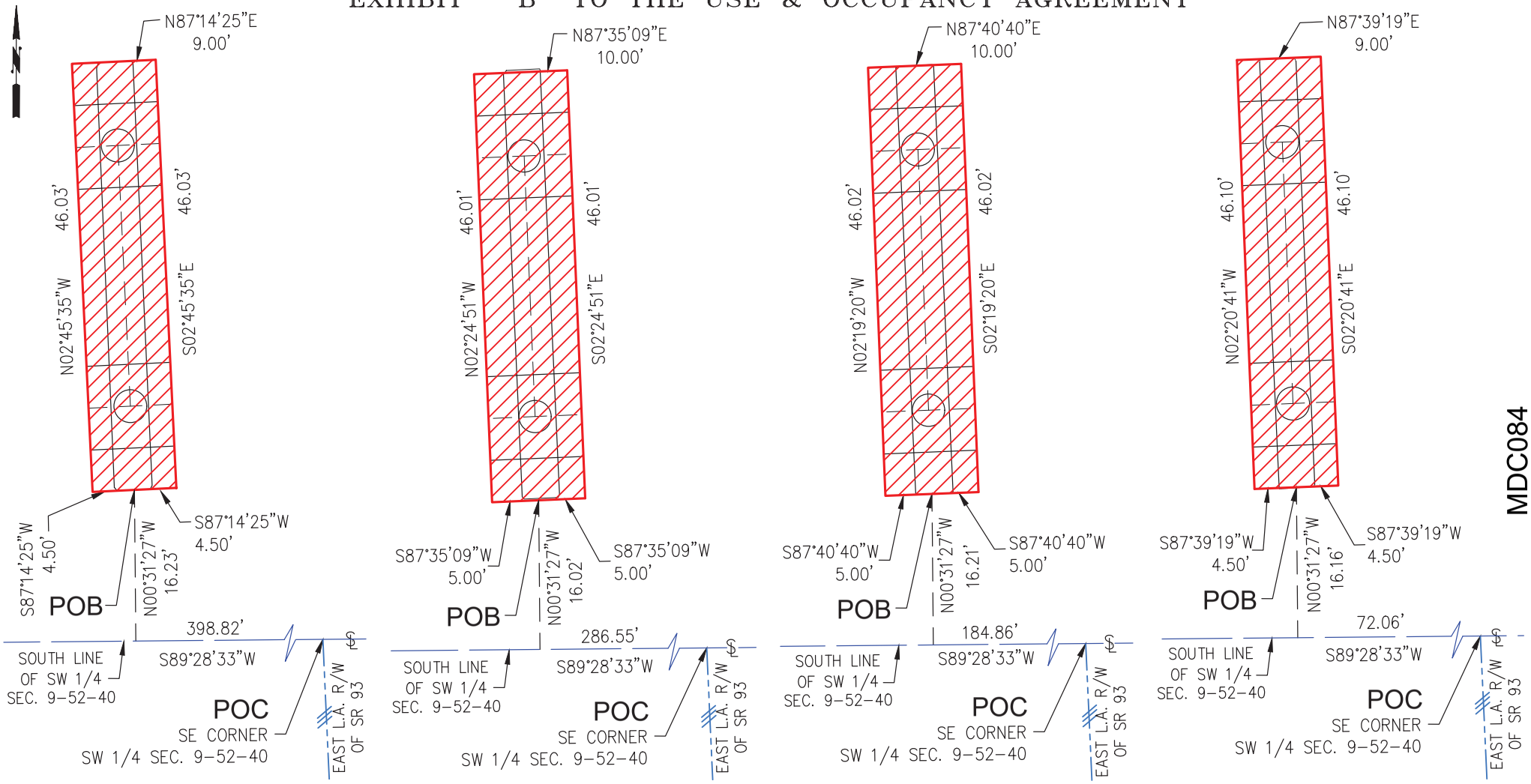
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
RIGHT OF WAY DIVISION/ENGINEERING SECTION

NW 170 St. AT SR-93 BRIDGE OVERPASS

AERIAL & SURFACE SPACES

SCALE:1"=30'&1"=40'	DATE: 08-17-23
DRAWN BY: L. Espinosa	
CHECKED BY: O. Suarez	
PROJECT: 20200261	SHEET: 3 of 5

EXHIBIT "B" TO THE USE & OCCUPANCY AGREEMENT



MDC084

LEGEND

	AREA DESCRIBED FOR AGREEMENT		LIMITED ACCESS RIGHT-OF-WAY LINE
	BOUNDARY LINE	R/W	RIGHT OF WAY
	SECTION LINE	(POC)	POINT OF COMMENCEMENT
		(POB)	POINT OF BEGINNING
		L.A.	LIMITED ACCESS
		℄	SECTION LINE
		SR	STATE ROAD

THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED AND WITHOUT WHICH THIS SKETCH IS TO BE CONSIDERED VOID AND INCOMPLETE.

MIAMI-DADE

DTPW

THIS IS NOT A SURVEY

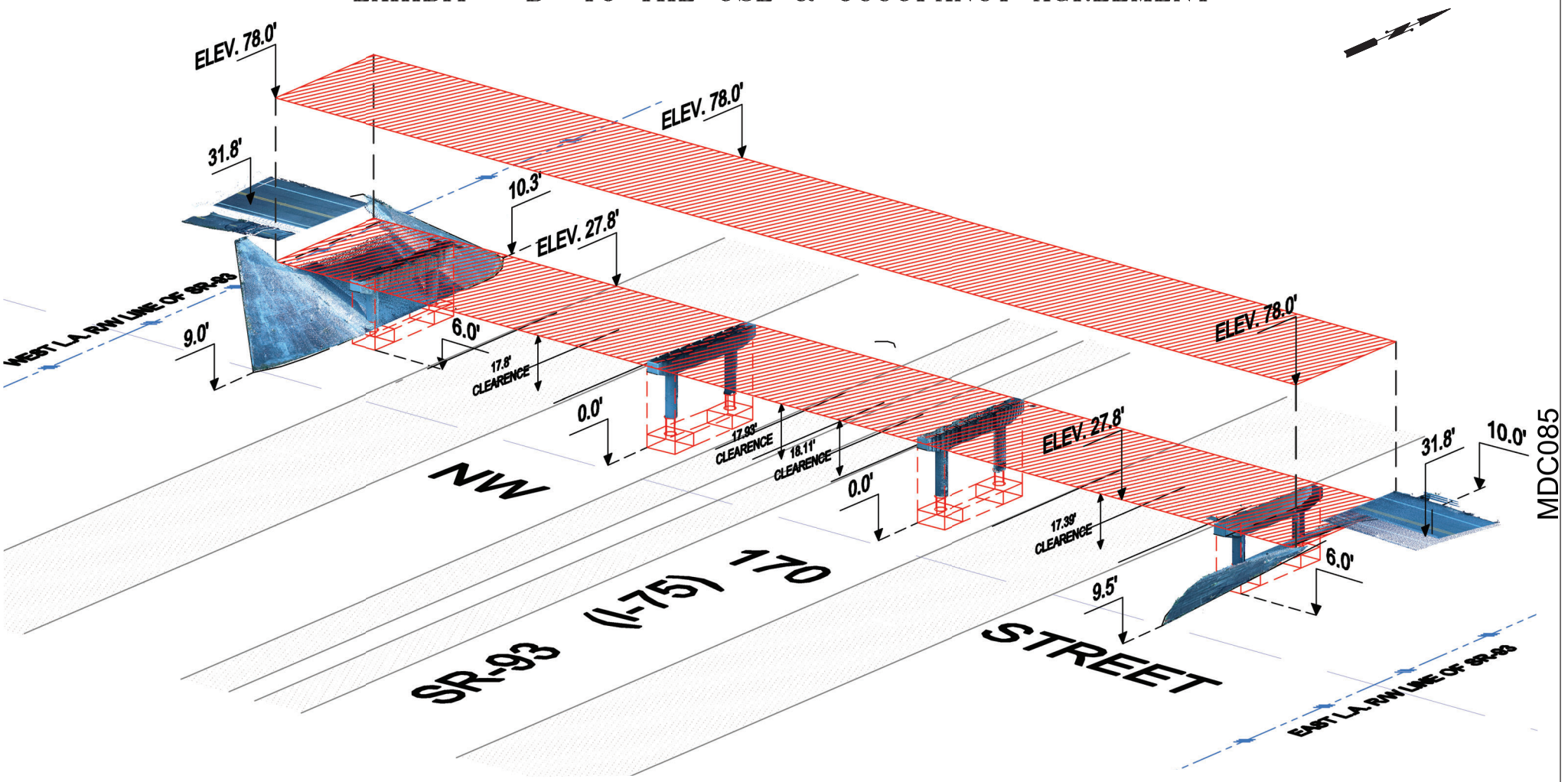
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
RIGHT OF WAY DIVISION/ENGINEERING SECTION

NW 170 St. AT SR-93 BRIDGE OVERPASS

PIER FOOTER SPACES

SCALE: 1"=10'	DATE: 08-17-23
DRAWN BY: L. Espinosa	
CHECKED BY: O. Suarez	
PROJECT: 20200261	SHEET: 4 of 5

EXHIBIT "B" TO THE USE & OCCUPANCY AGREEMENT



THIS SKETCH IS A GRAPHIC REPRESENTATION OF THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED AND WITHOUT WHICH THIS SKETCH IS TO BE CONSIDERED VOID AND INCOMPLETE.

MIAMI-DADE

DTPW

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS RIGHT OF WAY DIVISION/ENGINEERING SECTION	NW 170 St. AT SR-93 BRIDGE OVERPASS	SCALE: 1"=30'	DATE: 08-17-23
		DRAWN BY: L. Espinosa	
		CHECKED BY: O. Suarez	
	ISOMETRIC	PROJECT: 20200261	SHEET: 5 of 5

701 Northwest 1st Court, Suite 1700
Miami, Florida 33136
Attn: Director, Miami-Dade County

Notices shall be deemed to have been received the same day the notice was sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

15. SECTION 9, MISCELLANEOUS, is hereby modified to add subsection "t" as follows:

t. This Agreement shall be recorded in the Public Records of Miami-Dade County, Florida.

16. Except as modified in this Addendum, all other terms and conditions of the Agreement shall remain unchanged.

[SIGNATURE PAGE FOLLOWS]

MIAMI-DADE COUNTY LESSEE	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By: _____	By: _____ District Secretary
Name: _____	Name: Stacy L. Miller, P.E.
Title: _____	Attest: _____
Attest: _____ (Seal)	Name: Helen Shaheen
Name: _____	Title: Assistant to District Six Secretary

Exhibit "A"

This instrument prepared by,
the direction of
Alicia Trujillo, Esq.
District Six Chief Counsel
Florida Department of Transportation

Item/Segment No.: 251505-1 or under
Managing District: Six
F.A.P. No.: 0754-010-1
State Road No.: 93 (I-75)
County: Miami-Dade
Parcel: 7212

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida ("Grantor"), for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt which is hereby acknowledged, does grant, transfer, and deliver unto MIAMI-DADE COUNTY, a political subdivision of the State of Florida, its successors and assigns ("Grantee"), the east-west bridge existing over State Road 93/Interstate 75 ("State Road") which is in alignment with the right-of-way of N.W. 170th Street, including all structures, improvements, and other personal property affixed or located thereon, as more fully described in Attachment "1" attached hereto and incorporated herein (the "Bridge").

The Bridge is hereby transferred to Grantee under the following terms and conditions:

1. The Bridge is transferred in "as is" condition.

2. This instrument does not convey any rights, title, or interest in any real property.

3. Grantee shall be solely responsible for all maintenance of the Bridge in accordance with the Maintenance Responsibilities attached hereto as Attachment "2" and made part of this Bill of Sale.

4. The Bridge shall be used solely for the public transportation purpose of providing mobility between N.W. 170th Street east of the State Road and N.W. 170th Street west of the State Road.

5. If Grantor determines, within its sole discretion, that any of the conditions of this Bill of Sale have been violated, Grantee shall correct or cure the violation within thirty (30) days of notification of the violation by Grantor. If Grantee fails to remedy such violation within thirty (30) days to Grantor's satisfaction, title to the Bridge shall revert to Grantor, at the option of Grantor, upon written notice of such failure to remedy the violation, and Grantor shall have the right to immediate possession of the Bridge, with any and all improvements thereon, at no cost to Grantor. In the event of such reversion, Grantee shall immediately execute a Bill of Sale conveying the Bridge back to Grantor. The effectiveness of such reversion shall take place immediately upon Grantor providing notice to Grantee of failure to remedy the violation of the public transportation purpose condition within thirty

(30) days to Grantor's satisfaction, regardless of when the Bill of Sale is executed by Grantee.

Grantor retains such reversionary interest in the Bridge, which right may be exercised by Grantor, at the option of Grantor, in accordance with this Bill of Sale. Failure to exercise such right of reverter shall not be deemed to be a waiver of such right, and by accepting the conveyance of the Bridge, Grantee agrees that any defenses based upon Grantor's delay or failure to exercise the right of reverter are hereby waived.

6. In the event that Grantee fails to adhere to the terms and conditions of this Bill of Sale, Grantor shall have the right to specific performance and injunctive or other equitable relief of its rights under this Bill of Sale, in addition to any and all other rights and remedies at law or in equity.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That pursuant to the provisions of Section 337.25, Florida Statutes, the Grantor does hereby remise, release, and convey unto Grantee, and Grantee's successors and assigns forever, all the right, title and interest which Grantor has in and to the Bridge to be used solely for public transportation purposes, and subject to the herein described right of reverter.

IN WITNESS WHEREOF, Grantor has executed these presents this _____ day of _____, 20___.

[SIGNATURE PAGE FOLLOWS]

Signed, sealed and delivered
in our presence:

Witnesses for State of Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

Print:_____

Sign:_____
Executive Secretary

By:_____
Stacy L. Miller, P.E.
District Six Secretary

Legal Review:

Print:_____

Sign:_____

_____
Alicia Trujillo, Esq.
District Chief Counsel

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____ 20____, by Stacy L. Miller, P.E., District Six Secretary, State of Florida Department of Transportation, who is personally known to me or who has produced _____ as identification.

(NOTARY STAMP BELOW)

NOTARY PUBLIC:

Sign:_____

Print:_____
(Type, print or stamp
Commissioned Name
of Notary Public)

My commission expires: _____

The foregoing was accepted and approved on the ____ day of _____, 202__, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Signed, sealed and delivered in our presence:

Accepted as to Terms Conditions:

Witnesses for Miami-Dade County MIAMI-DADE COUNTY

Print:_____ By:_____

Sign:_____

Legal Review:

Print:_____ _____

Sign:_____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____ 20___, by _____, _____, who is personally known to me or who has produced _____ as identification.

(NOTARY STAMP BELOW)

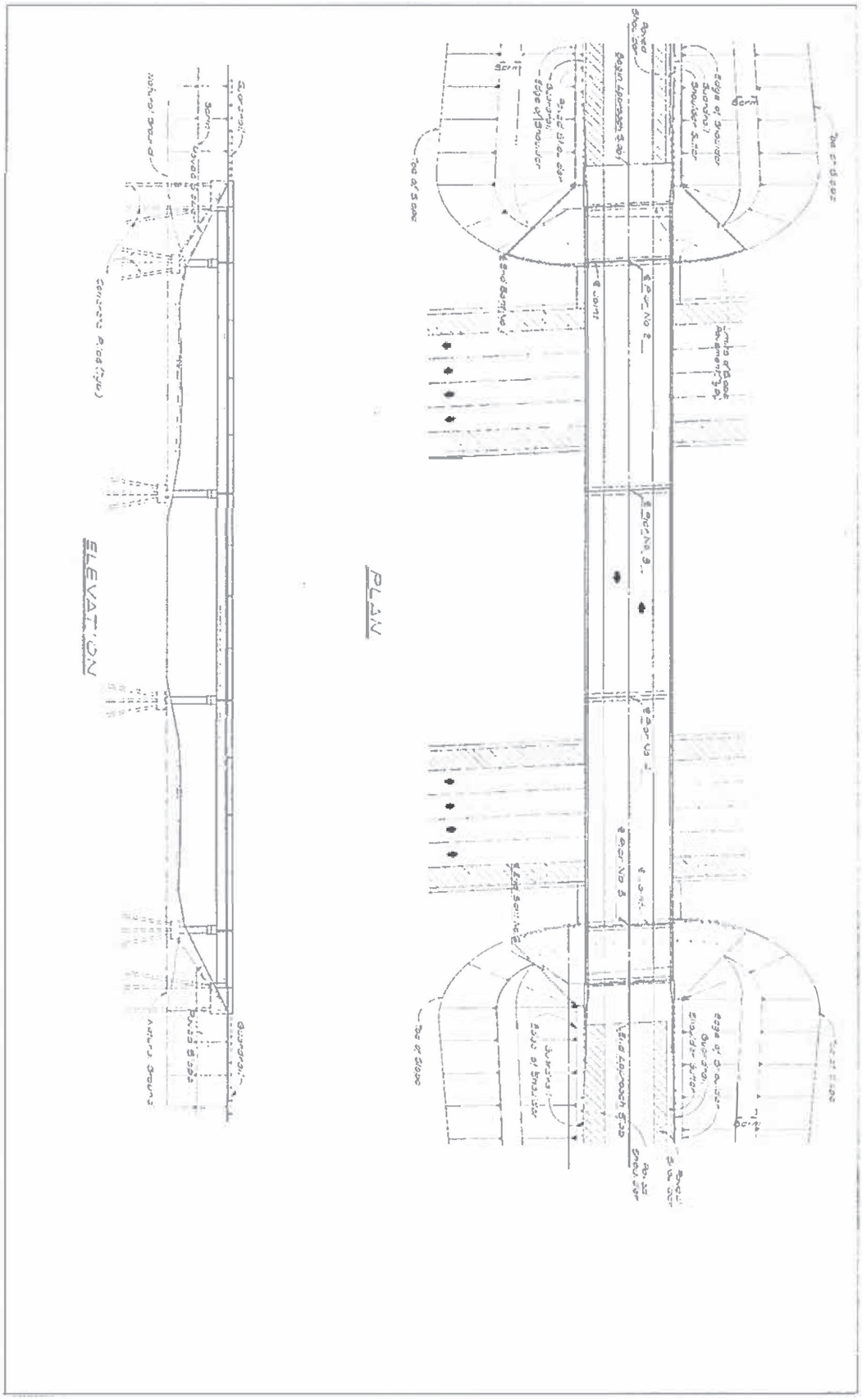
NOTARY PUBLIC:

Sign:_____

Print:_____
(Type, print or stamp Commissioned Name of Notary Public)

My commission expires: _____

Attachment "1"



Attachment "2"

To Bill of Sale
Maintenance Obligations

Item/Segment No.:	251505-1
Managing District:	Six
F.A.P. No.:	0754-010-1
State Road No.:	93 (I-75)
County:	Miami-Dade
Parcel:	7212

RECITALS

WHEREAS, the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (the "Department") has conveyed to MIAMI-DADE COUNTY (the "County") by a Bill of Sale the east-west bridge existing over State Road 93/Interstate 75 (the "State Road") which is in alignment with the right-of-way of N.W. 170th Street, including all structures, improvements, and other personal property affixed or located thereon, as more fully described in Attachment "1" of the Bill of Sale (the "Bridge"); and

WHEREAS, as a condition to the conveyance of the Bridge, the County, at the County's sole cost and expense, shall be solely responsible for all maintenance of the Bridge in accordance with the terms herein.

NOW, THEREFORE, the County agrees as follows:

1. The above-stated recitals are true and correct and are incorporated herein by reference and made a part hereof.

2. The County's maintenance obligations of the Bridge commence upon execution of the Bill of Sale, and the County's maintenance obligations shall continue so long as the Bridge remains under County ownership.

3. The County shall perform all its maintenance obligations in accordance with applicable law and the terms herein, as well as in accordance with all applicable federal and state standards, including, but not limited to, Department guidelines, standards, and procedures, as may be amended from time to time.

4. **COUNTY'S MAINTENANCE OBLIGATIONS**

   a. The County shall maintain the Bridge in good condition, both in safety and appearance.

   b. The County's maintenance obligations shall include, but shall not be limited to, inspecting, managing, operating, repairing, replacing, and performing maintenance (including preventative maintenance) of the

following:

i. All elements built as part of the construction of the Bridge as set forth in Attachment "1" of the Bill of Sale;

ii. All roadway features and appurtenances of the Bridge including, but not limited to, concrete pavement, asphalt pavement, drainage systems, traffic stripes, pavement markings, raised pavement markings, guardrail, lighting systems, and signs;

iii. All roadway features from both ends of the Bridge to the Department's limited access right-of-way line;

iv. All slope pavements, sodded embankments, and Mechanically Stabilized Earth (MSE) walls; and

v. All existing and future improvements placed or installed upon the Bridge, including, but not limited to, landscaping, sidewalk, pavers.

c. The County shall also be responsible for maintenance of the following:

i. Removal and disposal of litter from the Bridge;

ii. Painting the Bridge;

iii. Removal of graffiti from the Bridge; and

iv. Utilities installed on the Bridge.

d. Other than sweeping, any maintenance of, or modifications to, the Bridge will require prior coordination with the Department. The Department shall determine whether the maintenance or modifications will require the closure of any traffic lanes or shoulders on the State Road and whether such maintenance or modifications will require the County's submittal of a Department permit. If the Department determines that the closure of a traffic lane or shoulder on the State Road is required, the County shall submit a lane closure request to the Department through the District Six Lane Closure Information System and in accordance with the District Six Lane Closure Policy, as may be amended from time to time.

e. The County shall oversee all construction and maintenance activities to ensure that such construction or maintenance does not impact the State Road infrastructure or interfere with the free and safe flow of traffic on the State Road.

f. In the event that the Department concludes that any of the County's inspection, management, operation, or maintenance activities interfere in any way with the State Road, or with the Department's access, construction, maintenance, or inspection of the State Road, the County shall immediately cease and desist any such activities, at the County's sole cost and expense, upon notice from the Department to the County.

g. The County shall maintain a service log of all maintenance operations (including, but not limited to inspections and repairs) that sets forth the date of the maintenance activity, the location that was maintained, and the work that was performed.

5. **DEPARTMENT'S RESERVATION OF RIGHTS**

a. Upon seven (7) day prior written notice to the County, the County shall allow the Department to inspect the Bridge to assess whether the County is complying with its duties pursuant to its Maintenance Obligations as defined herein. The Department shall share with the County its inspection findings and may use those findings as the basis for sending the County a notice to cure or notice of default as set forth in Section 6 herein.

6. **DEFAULT**

If Grantor determines, within its sole discretion, that the County has failed to perform any of its maintenance obligations set forth herein, the County shall correct or cure the deficiency/ies within thirty (30) days of notification of the deficiency/ies by the Department. If the County fails to remedy such deficiency/ies within thirty (30) days to the Department's satisfaction, the County shall be in default of its maintenance obligations and, in accordance with the Bill of Sale terms and conditions, title to the Bridge shall revert to the Department, at the option of the Department, upon written notice of such failure to remedy the deficiency/ies, and the Department shall have the right to immediate possession of the Bridge, with any and all improvements thereon, at no cost to Department.

In the alternative, and at the Department's option, upon two (2) day prior written notice to the County, the County shall allow the Department to perform the required maintenance and invoice the County for expenses incurred. If the Department elects to cure the default and invoice the County for the expenses incurred by the Department, the County shall reimburse the Department the full amounts expended by the Department in curing the default no later than thirty (30) calendar days from receipt by the County of the invoice(s) submitted by the Department. The County shall pay all costs and fees expended by the Department to enforce this obligation.

7. **THIRD-PARTY INDEMNIFICATION**

c. It is not intended by any of the provisions of any part of these Maintenance Obligations to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not signing these Maintenance Obligations to maintain a suit for personal injuries or property damage pursuant to the terms or provisions herein.

d. The County agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and/or subconsultants (each referred to as "ENTITY" for the purposes of the below indemnification) who perform maintenance or construction on the Bridge:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [COUNTY], the State of Florida Department of Transportation (the "Department"), and the Federal Highway Administration ("FHWA") including the officers, agents, and employees of the Department and FHWA, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [COUNTY]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [COUNTY] for the negligent acts or omissions of [COUNTY], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department or FHWA for the negligent acts or omissions of the Department, FHWA, and the officers, agents, or employees of the Department or FHWA, or third parties. This indemnification shall survive the termination of this Agreement.

Prior to the commencement of any work, and at all renewal periods which occur prior to final acceptance of the work, [COUNTY] shall be provided with an ACORD Certificate of Liability Insurance as well as an Additional Insured Endorsement naming [COUNTY], the Department, and FHWA

as scheduled additional insureds. [COUNTY] shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein."

8. **INSURANCE**

d. The County shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees performing maintenance or construction work on the Bridge. If subcontracting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the County elects to self-perform maintenance or construction work on the Bridge, and such self-performance is approved by the Department, the County may self-insure and proof of self-insurance shall be provided to the Department. If the County elects to hire a contractor or consultant to perform work on the Bridge, then the County shall, or cause its contractor or consultant to, carry Commercial General Liability insurance providing continuous coverage for all work or operations performed on the Bridge. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The County shall, or cause its contractor to, include the Department and FHWA to be made Additional Insureds as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department and FHWA as Additional Insureds shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $2,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed on the Bridge, and may not be shared with or diminished by claims unrelated to the work performed on the Bridge. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described

herein may contain or be subject to a Retention or a Self-Insured Retention unless the County is a state agency or subdivision of the State of Florida that elects to self-perform the work on the Bridge.

f. Prior to the commencement of any work on the Bridge, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificates of Liability Insurance as well as an Additional Insured Endorsements naming the Department and FHWA as scheduled additional insureds reflecting the coverage described herein. The Department shall be notified in writing within ten (10) days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, ACORD Certificates, or endorsements shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

9. **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 email as follows:

To the Department: Florida Department of Transportation
1000 Northwest 111th Avenue, Room 6205
Miami, Florida 33172-5800
Attn: District Maintenance Engineer

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

Notices shall be deemed to have been received the same day the notice was sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

The foregoing was accepted and approved on the ____ day of _____, 202__, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

Signed, sealed and delivered
in our presence:

Witnesses for Miami-Dade County

Print:_____

Sign:_____

Print:_____

Sign:_____

Accepted as to Terms and
Conditions

MIAMI-DADE COUNTY

Print:_____

Title: _____

Sign: _____

Legal Review:

Print: _____

Title: _____

Sign:_____

Exhibit "B"

NW 170th St. Bridge (Parcel 7212)

Legal Description:

The use and occupancy of the airspace described herein in accordance with the Use and Occupancy Agreement between State of Florida Department of Transportation and Miami-Dade County (the "County") dated ___ day of _____, 2023 for the purpose of the County to operate, maintain, alter, and/or replace the NW 170 Street Bridge abutments, footers, and columns over under and across State Road 93 within the limited access right-of-way depicted on the Limited Access Right of Way Map dated April 5th, 2019, recorded in Road Map Book 154 at Page 19 of the Public Records of Miami-Dade County, Florida. and being more particularly described as follows:

Aerial Space

An aerial space within that airspace vertically limited by a lower horizontal plane above elevation 27.80 feet and extending to an upper horizontal plane at Elevation 78.0 feet according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which are all encompassed within the following horizontal limits:

***

Surface Space West

A surface space within that airspace vertically limited by an upper horizontal plane at elevation 31.80 feet on top of the West Limited Access Right-of-Way line of SR 93 to the end of the approach slab line at elevation 32.2 feet and dropping to a lower horizontal plane that vary from elevation 9.0 to elevation 10.3 feet according to the National Geodetic Vertical Datum of from elevation 9.0 to elevation 10.3 feet according to the National Geodetic Vertical Datum of encompassed within the following horizontal limits:

***

Surface Spaces East

A surface space within that airspace vertically limited by an upper horizontal plane at elevation 31.80 feet on top of the West Limited Access Right-of-Way line of SR 93 to the end of the approach slab line at elevation 32.2 feet and dropping to a lower horizontal plane that vary from elevation 9.5 to elevation 10.0 feet according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which are all encompassed within the following horizontal limits:

***

Subsurface Spaces Pier No. 2

A subsurface space within that airspace vertically enclosed above Elevation 6.0 feet and extending to an Elevation of 28.2 feet, according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which is encompassed within the following horizontal limits:

***

Subsurface Spaces Pier No. 3

A subsurface space within the airspace vertically enclosed above Elevation 0.0 feet and extending to an Elevation of 28.9 feet, according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which is encompassed within the following horizontal limits:

***

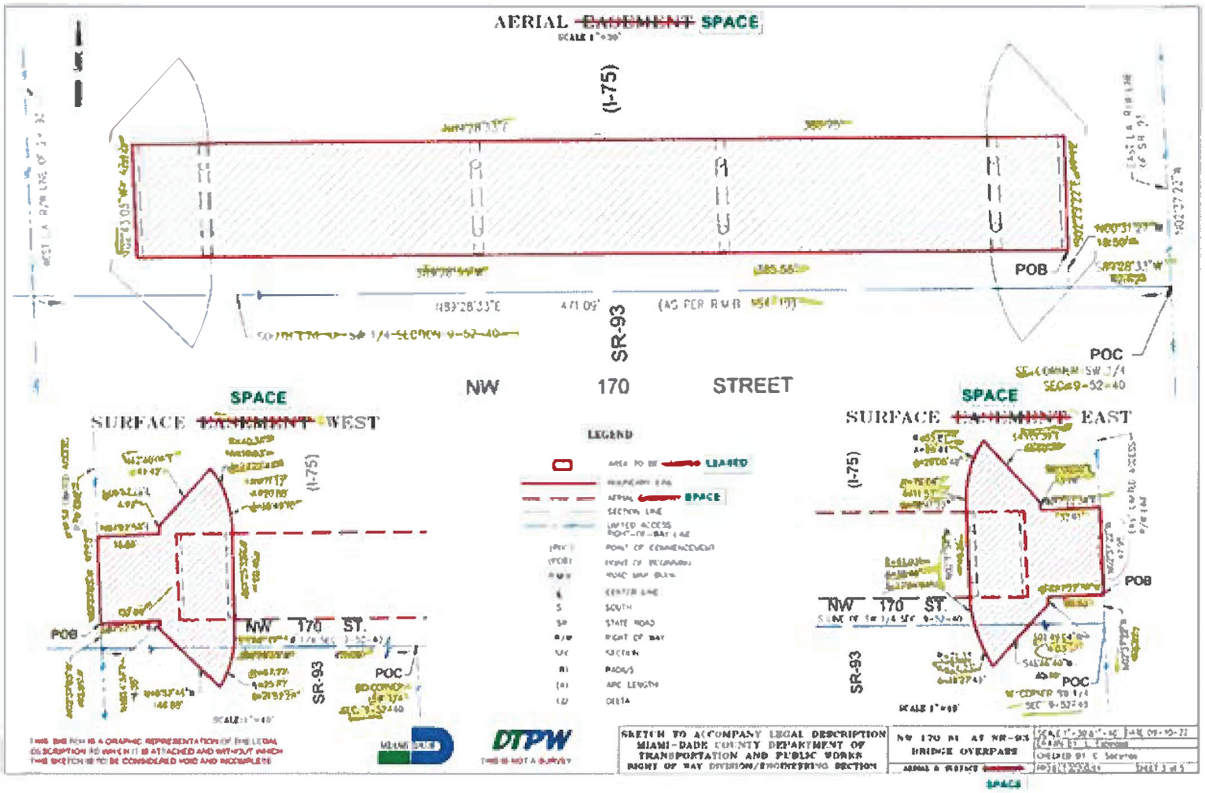
Subsurface Spaces Pier No. 4

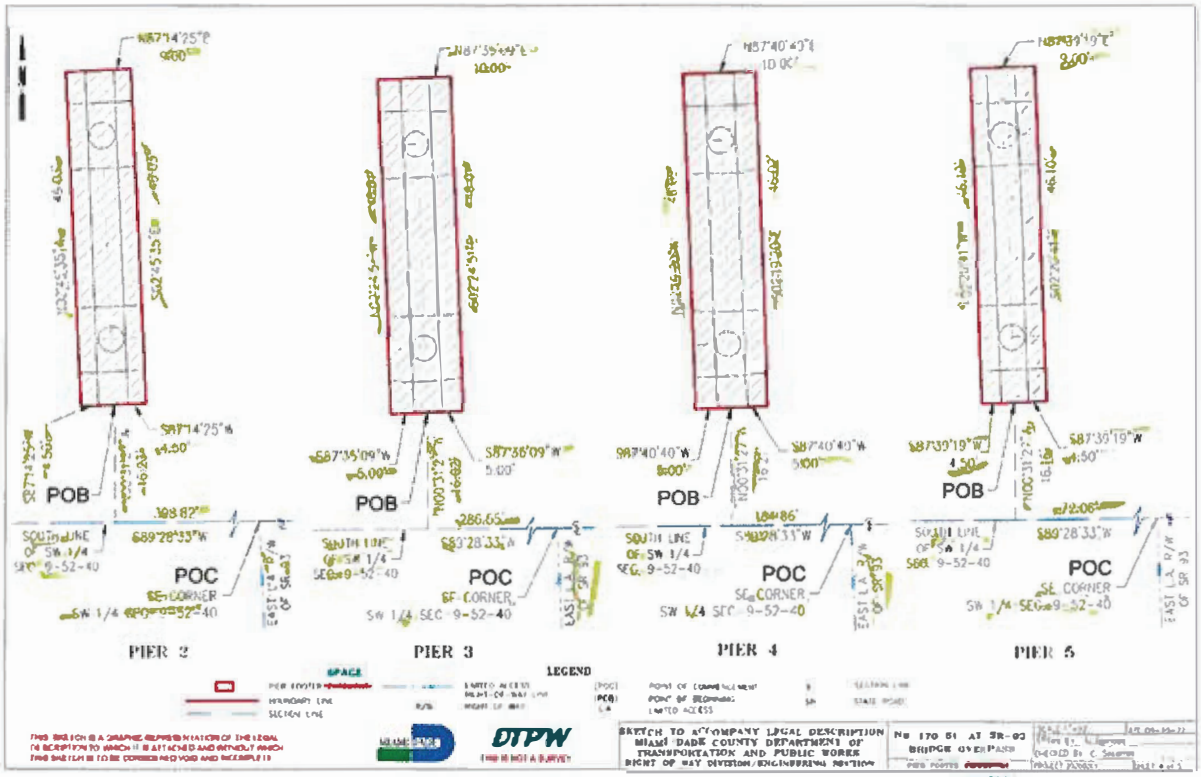
A subsurface space within the airspace vertically enclosed above Elevation 0.0 feet and extending to an Elevation of 28.9 feet, according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which is encompassed within the following horizontal limits:

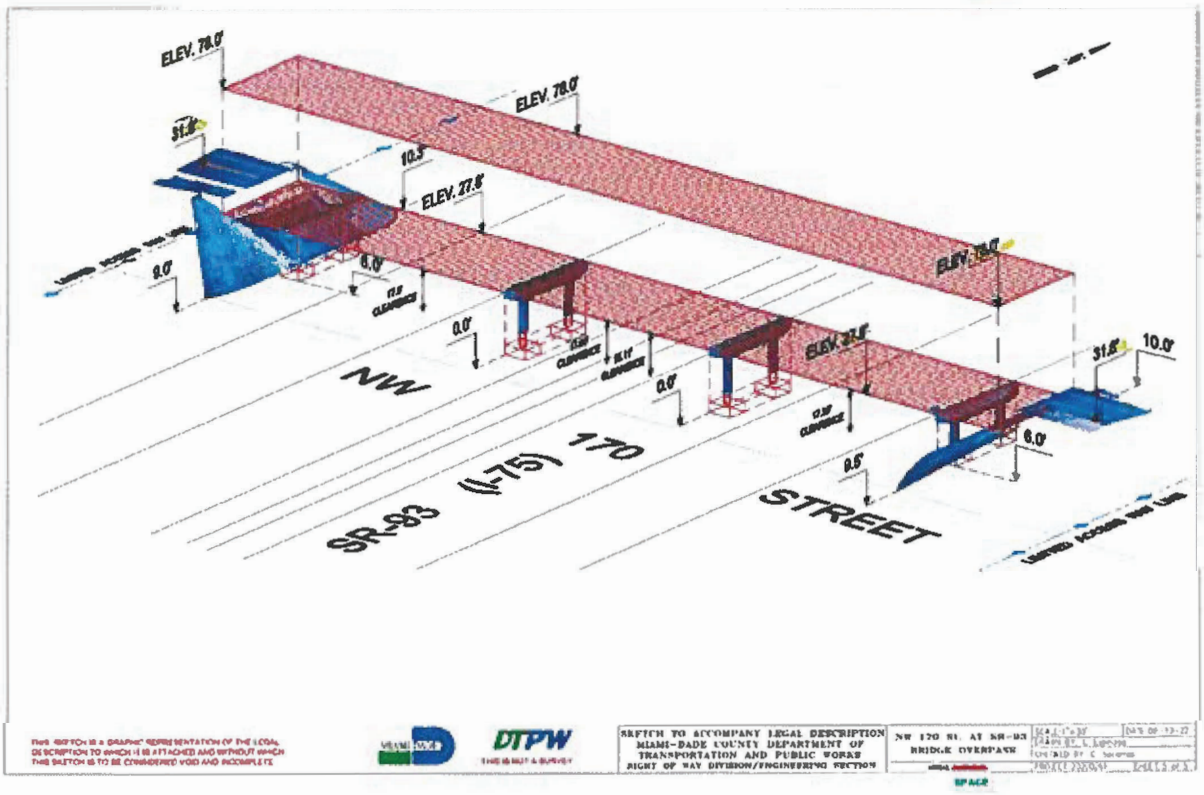
***

Subsurface Spaces Pier No. 5

A subsurface space within the airspace vertically enclosed above Elevation 6.0 feet and extending to an Elevation of 28.2 feet, according to the National Geodetic Vertical Datum of 1929 (NGVD29) as established by the United States National Geodetic Survey, and which is encompassed within the following horizontal limits:




PIER 2
PIER 3
PIER 4
PIER 5
POB
POC
LEGEND
DTPW
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
RIGHT OF WAY DIVISION/ENGINEERING SECTION
NW 170 ST. AT SR-93
BRIDGE OVERPASS


ELEV. 78.0'
ELEV. 27.8'
31.8'
10.3'
9.0'
6.0'
0.0'
NW
170
(175)
SR-93
STREET
10.0'
DTPW
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
MIAMI-DADE COUNTY DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS
RIGHT OF WAY DIVISION/ENGINEERING SECTION
NW 170 ST. AT SR-93
BRIDGE OVERPASS

This instrument prepared by,
or under the direction of
Alicia Trujillo, Esq.
District Six Chief Counsel
Florida Department of Transportation

Item/Segment No.: 251505-1
Managing District: Six
F.A.P. No.: 0754-010-1
State Road No.: 93 (I-75)
County: Miami-Dade
Parcel: 6512 and 5072

QUITCLAIM DEED
(Public Purpose)

THIS INDENTURE, made this _____day of_____, 20___ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("Department" or "Grantor"), Grantor, whose address is 1000 NW 111th Avenue, Miami, Florida 33172, to MIAMI-DADE COUNTY ("County" or "Grantee"), a political subdivision of the State of Florida, Grantee, whose Post Office address is 111 NW 1st Street, Miami, Florida 33128-1902.

WITNESSETH

WHEREAS, said land hereinafter described in Exhibit "A", attached hereto and made a part hereof (hereinafter the "Property"), was acquired by the Department for state highway purposes, and more specifically for the construction of State Road 93, ("I-75"); and

WHEREAS, the Property is no longer required for such purposes, and the Department, by action of the District Secretary, District Six, Florida Department of Transportation, on May 2, 2018, pursuant to the provisions of Section 337.25 Florida Statutes, has agreed to quitclaim the land hereinafter described to the County without payment of monetary consideration by the County, on the condition that the Property be used solely for public transportation purposes.

If the Department determines, within its sole discretion, that the public transportation purpose condition of this Quitclaim Deed has been violated, the County shall correct or cure the violation within thirty (30) days of notification of the violation by the Department. If the County fails to remedy such violation within thirty (30) days to the Department's satisfaction, title to the Property shall revert to the Department, at the option of the Department, upon written notice of such failure to remedy the violation. In the event of such reversion, the County shall immediately deed the Property back to the Department, and the Department shall have the right to immediate possession of the Property, with any and all improvements thereon, at no cost to the Department. The effectiveness of such reversion shall take place immediately upon notice being provided by the Department, regardless of when the Property is deeded back to the Department by the County. The Department retains such reversionary interest in the Property, which right may be exercised by the Department, at the option of the Department, in accordance with this Quitclaim Deed. Upon such reversion, the Department may file a Notice of

Reversion evidencing same in the public records of Miami-Dade County. Failure to exercise such right of reverter shall not be deemed to be a waiver of such right, and by accepting the conveyance of the Property, the County agrees that any defenses based upon the Department's delay or failure to exercise the right of reverter are hereby waived.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That pursuant to the provisions of Section 337.25, Florida Statutes, the Department does hereby remise, release and quitclaim unto the County, and the County's heirs and assigns forever, all the right, title and interest which the Department has in and to the Property (which is situated in Miami-Dade County, Florida, and described in attached Exhibit "A") to be used solely for public transportation purposes, and subject to the herein described right of reverter.

The foregoing conveyance was approved pursuant to Resolution No. 493-20 of the Board of County Commission of Miami-Dade County, Florida, passed and adopted on _____. A copy of said Resolution is attached hereto as Exhibit "B".

TO HAVE AND TO HOLD, the said premises and the appurtenances thereof unto the Grantee.

THIS CONVEYANCE IS made subject to any unpaid taxes, assessments, liens, reservations, utilities, easements, and encumbrances of any kind which may be in place, which the Grantee hereunder and herein assumes.

GRANTOR hereby releases its reservation of any interest and title, in and to, all the phosphate, minerals, metals and petroleum that are or may be in, on, or under the said land along with the privilege to mine and develop the same on said land which was reserved unto the Grantor pursuant to Section 270.11, Florida Statutes.

IN WITNESS WHEREOF, the State of Florida Department of Transportation has caused these presents to be signed in the name of the State of Florida Department of Transportation by its District Secretary for District Six with attestation by its Executive Secretary and has hereunto affixed its corporate seal on the made date above written.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION

By:_____

Witness: _____ (print name) Stacy L. Miller, P.E.
District Six Secretary

(print name)_____

Address:_____

Witness: _____ ATTEST: _____

(print name)_____ (print name)_____
Executive Secretary

Address:_____

(Affix Department Seal)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____day of _____ 20___, by Stacy L. Miller, P.E., District Secretary, State of Florida Department of Transportation, who is personally known to me or who has produced _____as identification.

(NOTARY STAMP BELOW)

_____
(Signature of Notary Public – State of Florida)

_____
(Type, print or stamp Commissioned Name of Notary Public)

The foregoing was accepted and approved on the ____ day of _____, 202__, by Resolution No. _____ of the Board of County Commissioners of Miami-Dade County, Florida.

ATTEST:

_____
Clerk

MIAMI-DADE COUNTY

By: _____

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

Date: _____

Approved as to form and
legal sufficiency

_____
Assistant County Attorney

EXHIBIT "A"

PARCEL 6512

GENERAL NOTES:

- THIS IS NOT A SURVEY
- Bearings shown hereon are relative to the Baseline along State Road 93 / INTERSTATE 75, based on Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 06-11-2010., having a bearing of N02°37'03"W.
- R/W lines, L.A. R/W lines, Section lines, baselines, and parcel geometry shown hereon were provided by F.D.O.T. in Microstation format.
- Stations and Offsets are relative to the Survey Baseline of State Road 93 / Interstate 75.
- Bearings and distances are calculated unless noted.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.
- No title search was provided to and/or reviewed by Biscayne Engineering Company
- Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.- Area shown hereon is approximate and is a subject to the survey of the canal and park (Town of Miami Lakes) less-outs.
- This sketch to accompany Legal Description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mappers, Referenced in Rule 5J-17 Florida Administrative code pursuant to Section 472.027, Florida Statutes.

REFERENCES:

- (*) Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 06-11-2010.
- (*1) Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2402, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 07-05-77.
- (*2) Florida Department of Transportation L/A Right-of-Way Sketch for State Road 93 (I-75), Sec. 87075, Miami-Dade County, FL., Prepared by Biscayne Engineering Co. Recorded on 04-05-2019 in Road Map Book 154 at Page 19.

INDEX	
SHEET No.	SHEET DESCRIPTION
1	COVER
2, 3	LEGAL DESCRIPTION
4	LOCATION SKETCH
5, 6	PARCEL DETAIL

LEGEND:

℄ - Baseline
C.B. - Chord Bearing
℄ - Centerline
(6512) - Parcel Identification Number
EXIST. - Existing
F.D.O.T. - Florida Department of Transportation
F.P. - Financial Project
L - Length
LT - Left
NO. - Number
ORB. - Official Record Book
P.B. - Plat Book
PG. - Page
R - Radius
RGE. - Range
R/W - Right-of-Way
SEC. - Section
STA. - Station
T.B. - Tangent Bearing
TWP. - Township
P.O.B. - Point of Beginning
(P)- Plat
S.R. - State Road
Δ - Delta

BISCAYNE ENGINEERING COMPANY, INC.
529 W. FLAGLER ST, MIAMI, FL 33130
TEL. (305) 324-7671
STATE DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB129

DATE: 11-19-19

MIKE BARTHOLOMEW, PSM,
PRESIDENT FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 5666

B.E.C. 03-86292
DWG # 2295-SS-12-R1

REVISION	BY	DATE
REVISE PARCEL LIMITS	I.V.	10/24/19

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	I.G.	10/30/18
CHECKED	S.B.	01/28/19

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. N/A | SECTION 87075 | SHEET 1 OF 6

LEGAL DESCRIPTION PARCEL 6512:

A portion of the Southwest one-quarter (S.W. 1/4) of Section 9 and the Northwest one-quarter (N.W. 1/4) of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast Corner of the Southwest one-quarter (S.W. 1/4) of said Section 9; THENCE South 89°28'33" West, along the South line of the Southwest one-quarter (S.W. 1/4) of said Section 9, a distance of 471.09 feet to the POINT OF BEGINNING; THENCE South 02°37'03" East, along the existing Limited Access Right-of-Way line for State Road 93 (I-75) according to L/A Right of Way Sketch, Section 87075, as recorded in Plat Book 154, at Page 19, of the Public records of Miami-Dade County, Florida, and along the existing Limited Access Right-of-Way line as shown on Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Section 87075-2402, Miami-Dade County, Florida, prepared by Post, Buckley, Schuh and Jernigan, Inc., Date: 07-05-77, a distance of 220.15 feet; THENCE South 89°28'33" West, along the Southerly canal Right-of-Way line as shown on said Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), a distance of 1305.90 feet; THENCE North 00°31'27" West, a distance of 220.00 feet; THENCE North 89°28'33" East along the South line of the Southwest one-quarter (S.W. 1/4) of said Section 9, a distance of 100.00 feet; THENCE North 00°31'27" West, a distance of 140.00 feet; THENCE North 89°28'33" East along the Northerly Right-of-Way line of N.W. 170th Street as shown on said Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2402, as affected by said L/A Right of Way Sketch, Section 87075, a distance of 1192.74 feet; THENCE South 02°37'03" East, a distance of 140.09 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Those lands described in the Quit Claim Deed recorded in the Official Records Book 26262, at Page 144 of the Public Records of Miami-Dade County, Florida.

Lying in the Southwest one-quarter (S.W. 1/4) of Section 9, Unincorporated Miami-Dade County, Florida and the Northwest one-quarter (N.W. 1/4) of Section 16, Township 52 South, Range 40 East, City of Hialeah, Miami-Dade County, Florida and containing an area of 8.541 acres, more or less.

AND

Continues next page.....

THIS IS NOT A SURVEY

This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

			FLORIDA DEPARTMENT OF TRANSPORTATION					
			SKETCH TO ACCOMPANY LEGAL DESCRIPTION					
			STATE ROAD NO. 93				MIAMI-DADE COUNTY	
				BY	DATE	PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL. 305-324-7671 LB129	DATA SOURCE: SEE GENERAL NOTES	
REVISE PARCEL LIMITS	I.V.	10/24/19	DRAWN	I.G.	10/30/18			
REVISION	BY	DATE	CHECKED	S.B.	01/28/19	F.P. NO. N/A	SECTION 87075	SHEET 2 OF 6

Continues from previous page.....

A portion of the Southeast one-quarter (S.E. 1/4) of Section 9 and the Northeast one-quarter (N.E. 1/4) of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Southwest Corner of the Southeast one-quarter (S.E. 1/4) of said Section 9; THENCE North 02°37'22" West, along the West line of the Southeast one-quarter (S.E. 1/4) of said Section 9, a distance of 140.09 feet; THENCE North 89°28'23" East, along the Northerly Right-of-Way line of N.W. 170th Street as shown on Florida Department of Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2402, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc., Date: 07-05-77, as affected by L/A Right of Way Sketch, Section 87075, as recorded in Plat Book 154, at Page 19, of the Public records of Miami-Dade County, Florida, a distance of 1202.25 feet; THENCE South 00°31'27" East, a distance of 360.00 feet; THENCE South 89°28'23" West along the Southerly canal Right-of-Way line as shown on said Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2402, a distance of 1189.12 feet; THENCE North 02°36'27" West, along the West line of the Northeast one-quarter (N.E. 1/4) of said Section 16, a distance of 220.15 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Those lands described in the Quit Claim Deed recorded in the Official Records Book 26262, at Page 144 and in the Quit Claim Deed recorded in the Official Records Book 26501, at Page 3958 in the Public Records of Miami-Dade County, Florida.

Lying in the Southeast one-quarter (S.E. 1/4) of Section 9, Unincorporated Miami-Dade County, Florida and the Northeast one-quarter (N.E. 1/4) of Section 16, Township 52 South, Range 40 East, Town of Miami Lakes, Miami-Dade County, Florida and containing an area of 6.278 acres, more or less.

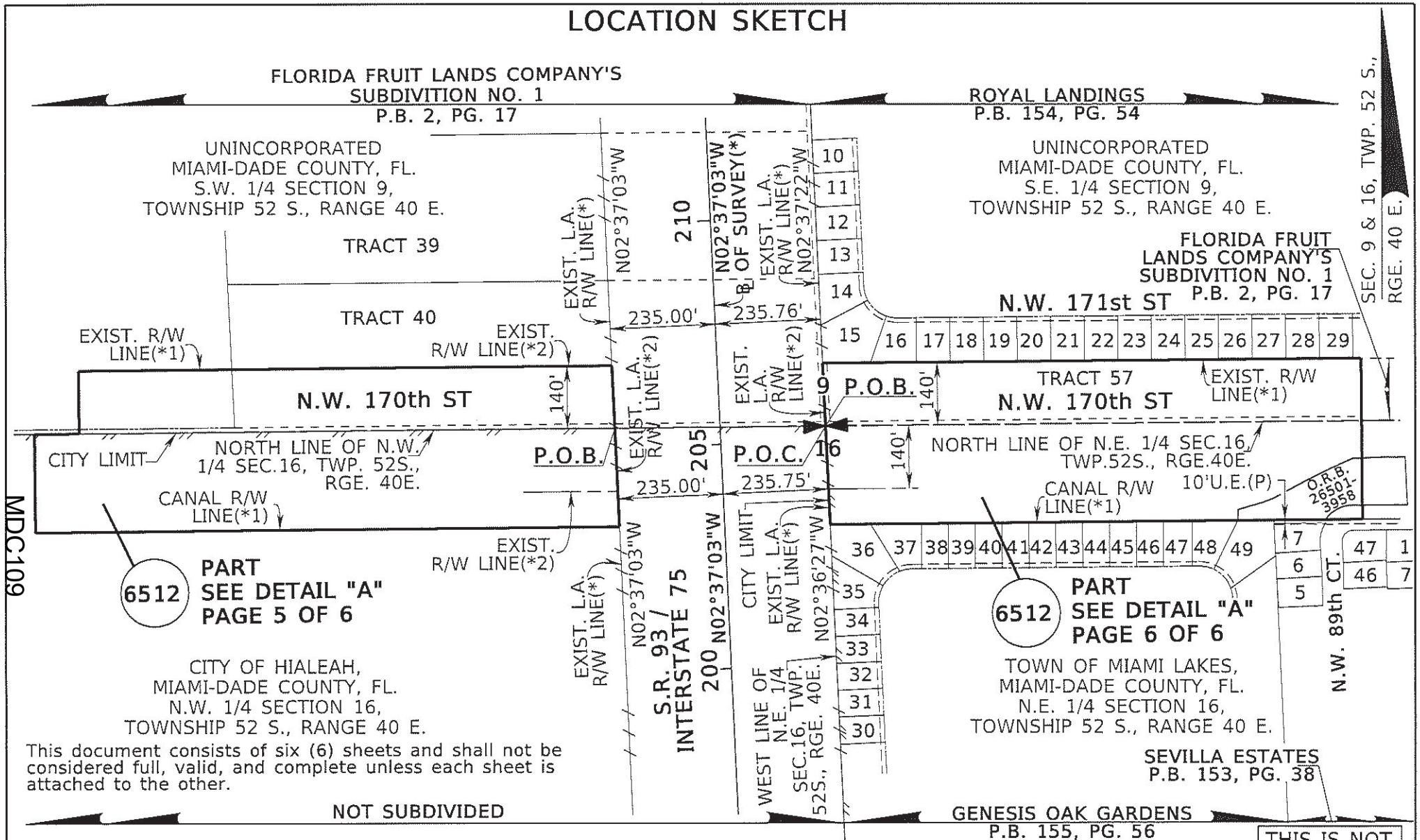
All of the foregoing containing an aggregate area of 16.196 acres, more or less.

THIS IS NOT A SURVEY

This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

			FLORIDA DEPARTMENT OF TRANSPORTATION					
			SKETCH TO ACCOMPANY LEGAL DESCRIPTION					
			STATE ROAD NO. 93				MIAMI-DADE COUNTY	
				BY	DATE	PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL. 305-324-7671 L8129	DATA SOURCE: SEE GENERAL NOTES	
REVISE PARCEL LIMITS	I.V.	10/24/19	DRAWN	I.G.	10/30/18			
REVISION	BY	DATE	CHECKED	S.B.	01/28/19	F.P. NO. N/A	SECTION 87075	SHEET 3 OF 6

LOCATION SKETCH



This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

- (*) Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 06-11-2010.
- (*1) Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2402, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 07-05-77.
- (*2) Florida Department of Transportation L/A Right-of-Way Sketch for State Road 93 (I-75), Sec. 87075, Miami-Dade County, FL., Prepared by Biscayne Engineering Co. Recorded on 04-05-2019 in Road Map Book 154 at Page 19.

THIS IS NOT A SURVEY

0 150 300

Scale:1"=300'

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE
REVISE PARCEL LIMITS	I.V.	10/24/19

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	I.G.	10/30/18
CHECKED	S.B.	01/28/19

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc.
529 W FLAGLER STREET
MIAMI FLORIDA 33130
TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. N/A — SECTION 87075 — SHEET 4 OF 6

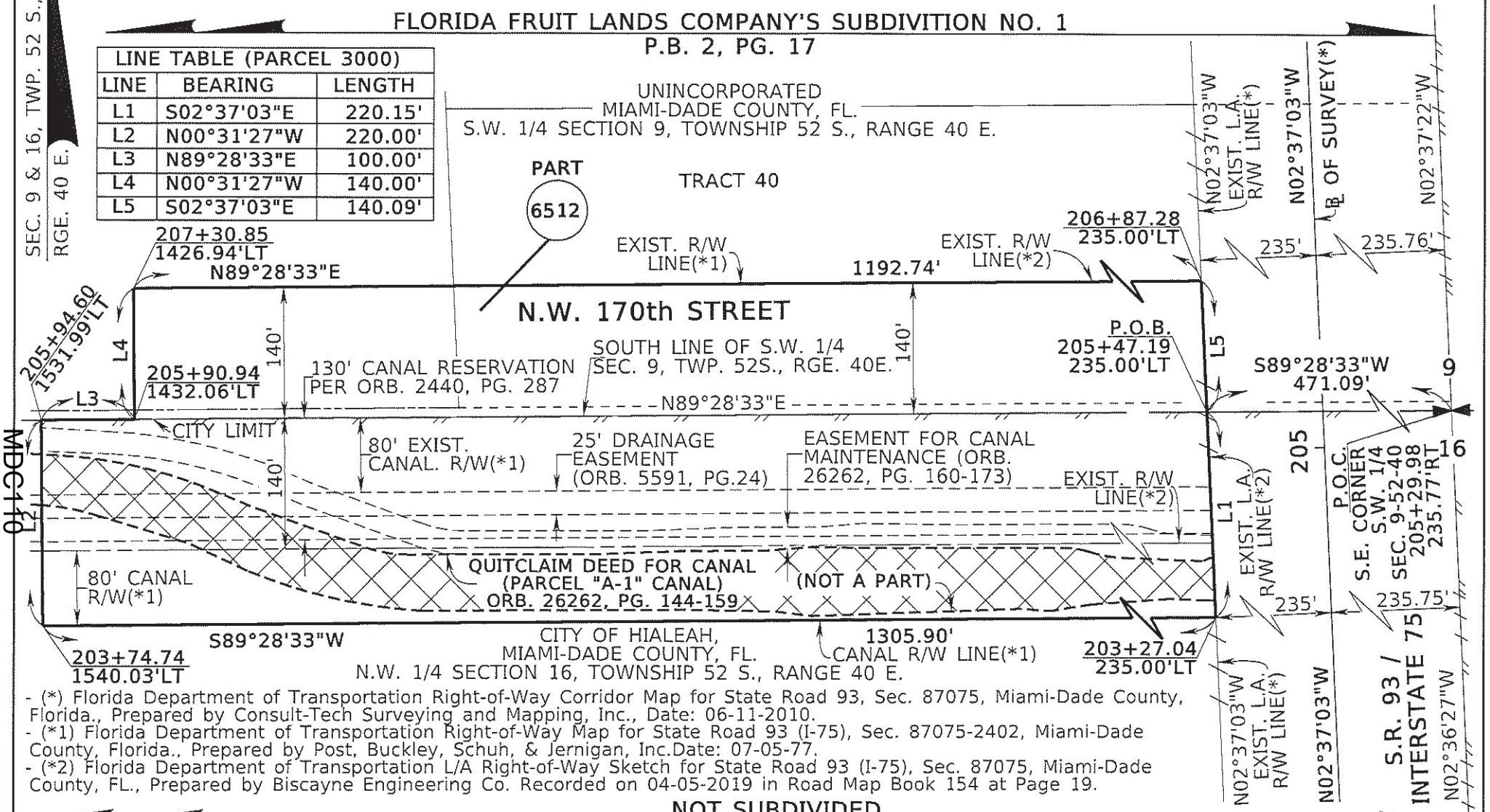
DETAIL "A"

MIAMI-DADE COUNTY, FL.
SECTION 9 AND 16, TOWNSHIP 52 S., RANGE 40 E.

FLORIDA FRUIT LANDS COMPANY'S SUBDIVITION NO. 1
P.B. 2, PG. 17

SEC. 9 & 16, TWP. 52 S., RGE. 40 E.

LINE TABLE (PARCEL 3000)		
LINE	BEARING	LENGTH
L1	S02°37'03"E	220.15'
L2	N00°31'27"W	220.00'
L3	N89°28'33"E	100.00'
L4	N00°31'27"W	140.00'
L5	S02°37'03"E	140.09'



MDC140

- (*) Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 06-11-2010.
- (*1) Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2402, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 07-05-77.
- (*2) Florida Department of Transportation L/A Right-of-Way Sketch for State Road 93 (I-75), Sec. 87075, Miami-Dade County, FL., Prepared by Biscayne Engineering Co. Recorded on 04-05-2019 in Road Map Book 154 at Page 19.

NOT SUBDIVIDED

THIS IS NOT A SURVEY

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
6512-PART	F.D.O.T.	8.541 AC		

This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

0 75 150
Scale:1"=150'

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE
REVISE PARCEL LIMITS	I.V.	10/24/19

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

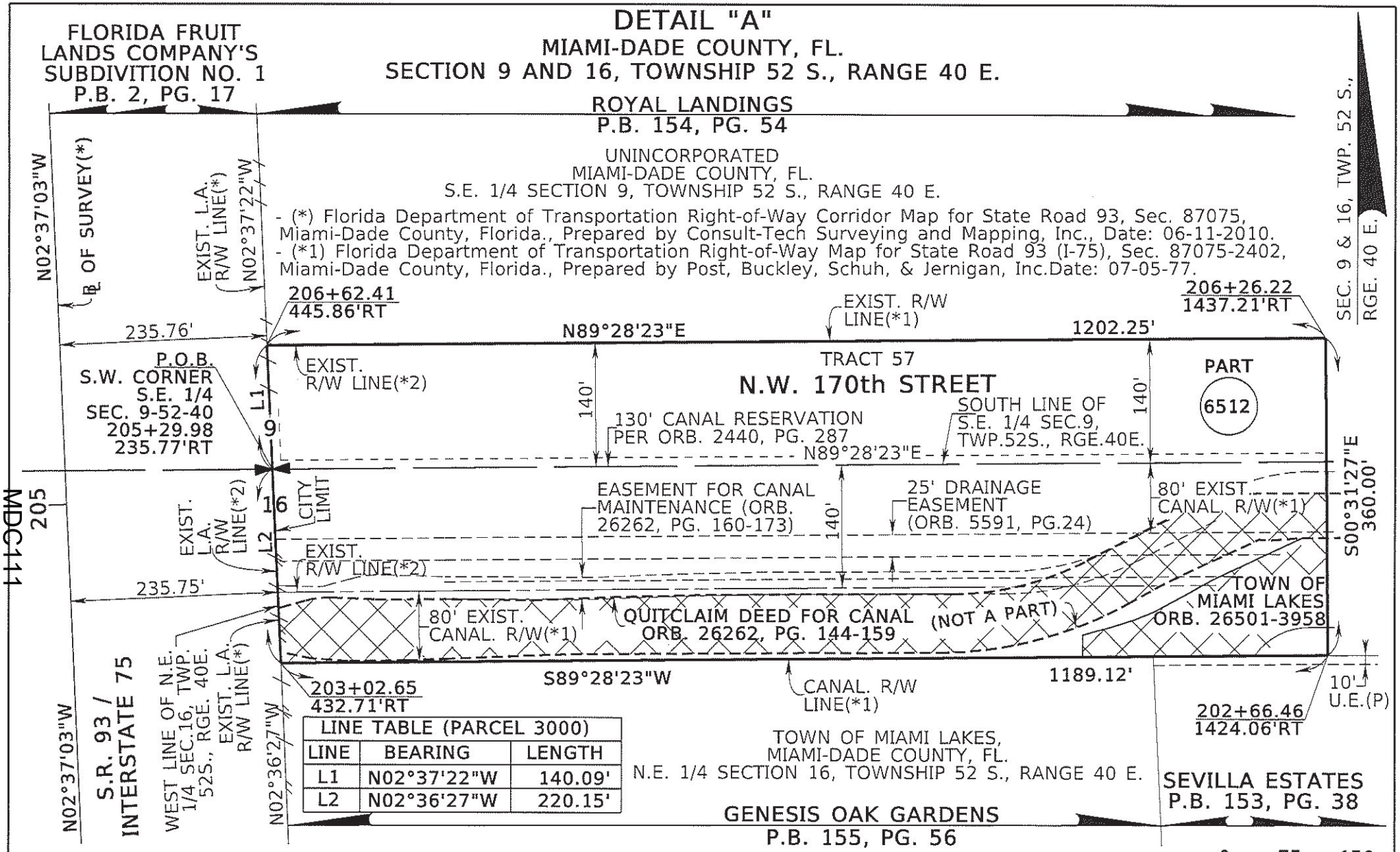
	BY	DATE
DRAWN	I.G.	10/30/18
CHECKED	S.B.	01/28/19

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc.
529 W FLAGLER STREET
MIAMI FLORIDA 33130
TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. N/A | SECTION 87075 | SHEET 5 OF 6

DETAIL "A"
MIAMI-DADE COUNTY, FL.
SECTION 9 AND 16, TOWNSHIP 52 S., RANGE 40 E.



LINE TABLE (PARCEL 3000)		
LINE	BEARING	LENGTH
L1	N02°37'22"W	140.09'
L2	N02°36'27"W	220.15'

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
6512-PART	F.D.O.T.	7.655 AC		

THIS IS NOT A SURVEY

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0 75 150
Scale:1"=150'

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE
REVISE PARCEL LIMITS	I.V.	10/24/19

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	I.G.	10/30/18
CHECKED	S.B.	01/28/19

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. N/A | SECTION 87075 | SHEET 6 OF 6

EXHIBIT "A"

PARCEL 5072

GENERAL NOTES:

- THIS IS NOT A SURVEY
- Bearings shown hereon are relative to the Baseline along State Road 93 / Interstate 75, as shown on Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 03/2013, having a bearing of N02°37'03"W.
- R/W lines, L.A. R/W lines, Section lines, baselines, and parcel geometry shown hereon were provided by F.D.O.T. in Microstation format.
- Stations and Offsets are relative to the Survey Baseline of State Road 93 / Interstate 75.
- Bearings and distances are calculated unless noted.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.
- No title search was provided to and/or reviewed by Biscayne Engineering Company.
- Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.
- This sketch to accompany Legal Description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mappers, Referenced in Rule 5J-17 Florida Administrative code pursuant to Section 472.027, Florida Statutes.

REFERENCES:

(*) - As shown on Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 03/2013.
(*1) - As shown on Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 12-27-77.
(*2) - As shown on Florida Department of Transportation L.A. R/W Relocation sketch Section 87075, prepared by Biscayne Engineering Co., dated 08-17-2020 and recorded in R.P.B. 154, PG. 46)
- Plats of records as shown.
- BEC Order No. 03-86292.

LEGEND:

℄ - Baseline
C.B. - Chord Bearing
℄ - Centerline
(5072) - Parcel Identification Number
EXIST. - Existing
F.D.O.T. - Florida Department of Transportation
F.P. - Financial Project
L - Length
LT - Left
L.A. - Limited Access
NO. - Number
ORB - Official Record Book
P.B. - Plat Book
PG. - Page
R - Radius
RGE. - Range
R.P.B. - Road Plat Book
R/W - Right-of-Way
SEC. - Section
STA. - Station
T.B. - Tangent Bearing
TWP. - Township
P.O.B. - Point of Beginning
P.O.C. - Point of Commence
(P)- Plat
S.R. - State Road
Δ - Delta

BISCAYNE ENGINEERING COMPANY, INC.
529 W. FLAGLER ST, MIAMI, FL 33130
TEL. (305) 324-7671
STATE DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB129

STATE OF FLORIDA · No. 5666 · CERTIFICATE OF AUTHORIZATION

DATE: 10/19/2022

MIKE J. BARTHOLOMEW, PRESIDENT,
PSM FOR THE FIRM,
PROFESSIONAL SURVEYOR AND MAPPER NO. 5666
STATE OF FLORIDA

B.E.C. 03-87514
DWG# 2320-SS-02-R2

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

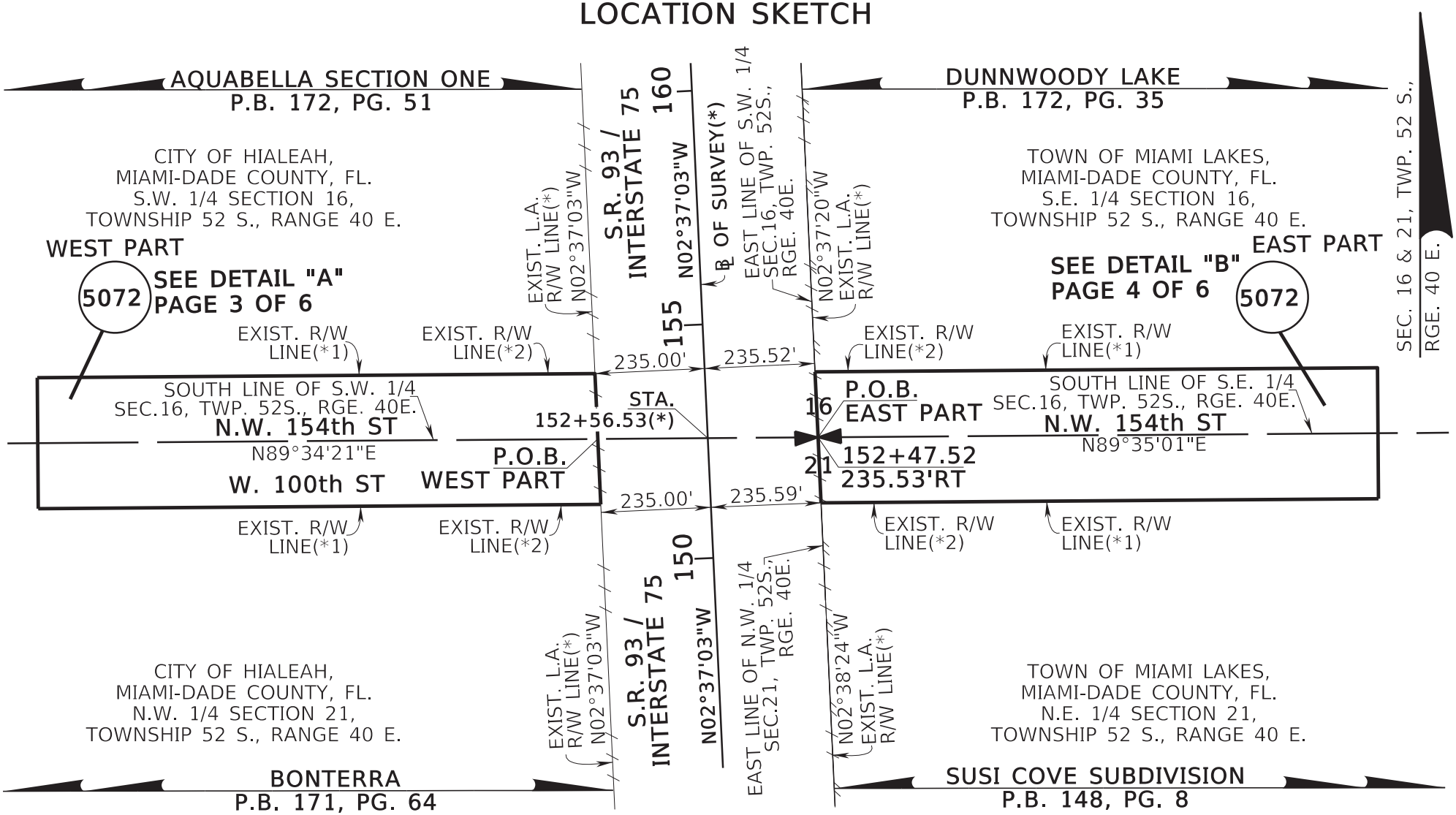
	BY	DATE
DRAWN	I.V.	10/03/2022
CHECKED	M.B.	10/03/2022

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 0754-010-1 SECTION 87075 SHEET 1 OF 6

LOCATION SKETCH



(*) - As shown on Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 03/2013.
(*1) - As shown on Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 12-27-77.
(*2) - As shown on Florida Department of Transportation L.A. R/W Relocation sketch Section 87075, prepared by Biscayne Engineering Co., dated 08-17-2020 and recorded in R.P.B. 154, PG. 46)

THIS IS NOT A SURVEY

This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

0 150 300
Scale:1"=300'

MDC113

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	I.V.	10/03/2022
CHECKED	M.B.	10/03/2022

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc.
529 W FLAGLER STREET
MIAMI FLORIDA 33130
TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 0754-010-1 | SECTION 87075 | SHEET 2 OF 6

DETAIL "A"

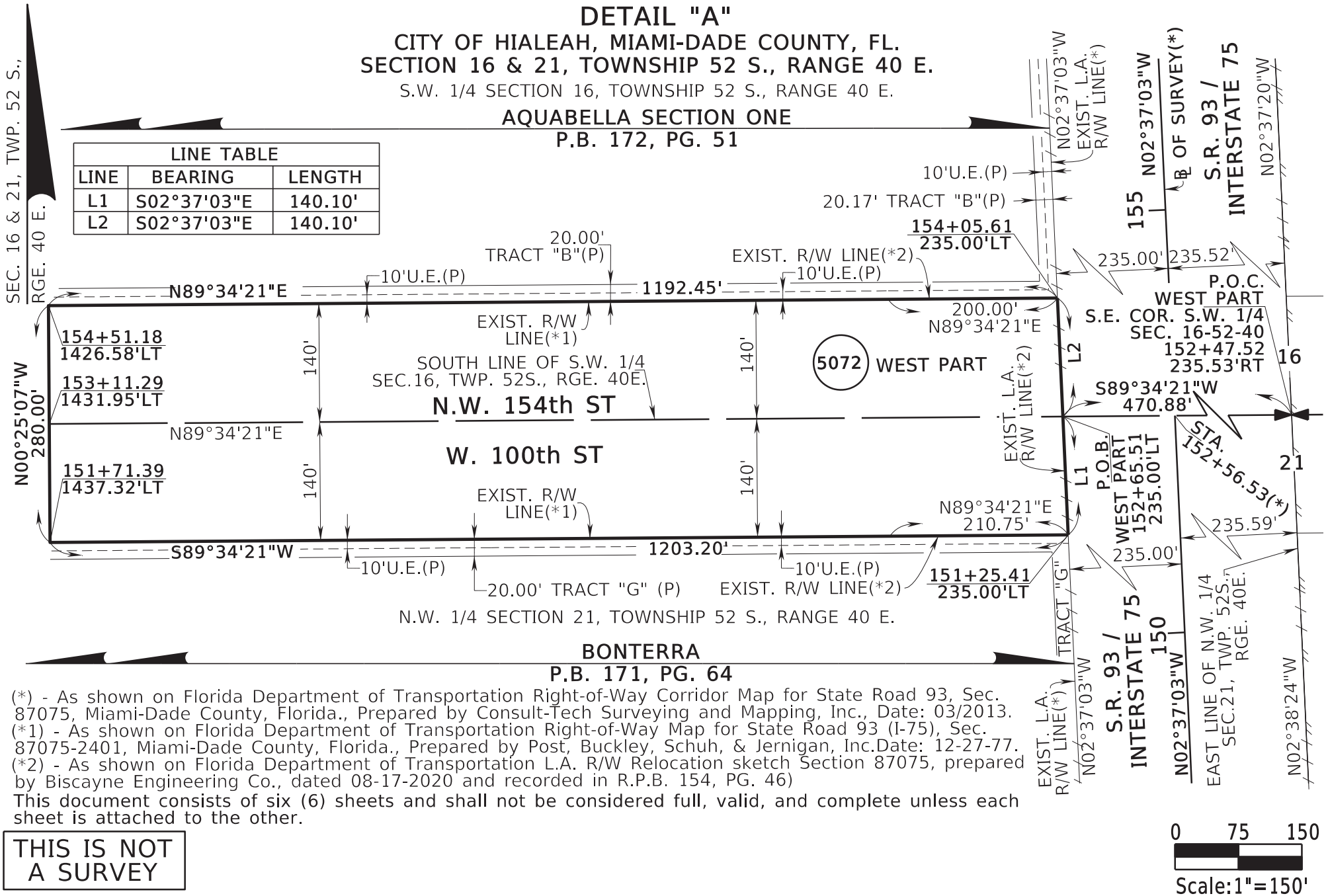
CITY OF HIALEAH, MIAMI-DADE COUNTY, FL.

SECTION 16 & 21, TOWNSHIP 52 S., RANGE 40 E.

S.W. 1/4 SECTION 16, TOWNSHIP 52 S., RANGE 40 E.

AQUABELLA SECTION ONE
P.B. 172, PG. 51

LINE TABLE		
LINE	BEARING	LENGTH
L1	S02°37'03"E	140.10'
L2	S02°37'03"E	140.10'



N.W. 1/4 SECTION 21, TOWNSHIP 52 S., RANGE 40 E.

BONTERRA
P.B. 171, PG. 64

(*) - As shown on Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 03/2013.
(*1) - As shown on Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 12-27-77.
(*2) - As shown on Florida Department of Transportation L.A. R/W Relocation sketch Section 87075, prepared by Biscayne Engineering Co., dated 08-17-2020 and recorded in R.P.B. 154, PG. 46)

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THIS IS NOT A SURVEY

0 75 150
Scale:1"=150'

MDC114

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	I.V.	10/03/2022
CHECKED	M.B.	10/03/2022

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc.
529 W FLAGLER STREET
MIAMI FLORIDA 33130
TEL. 305-324-7671 LB129

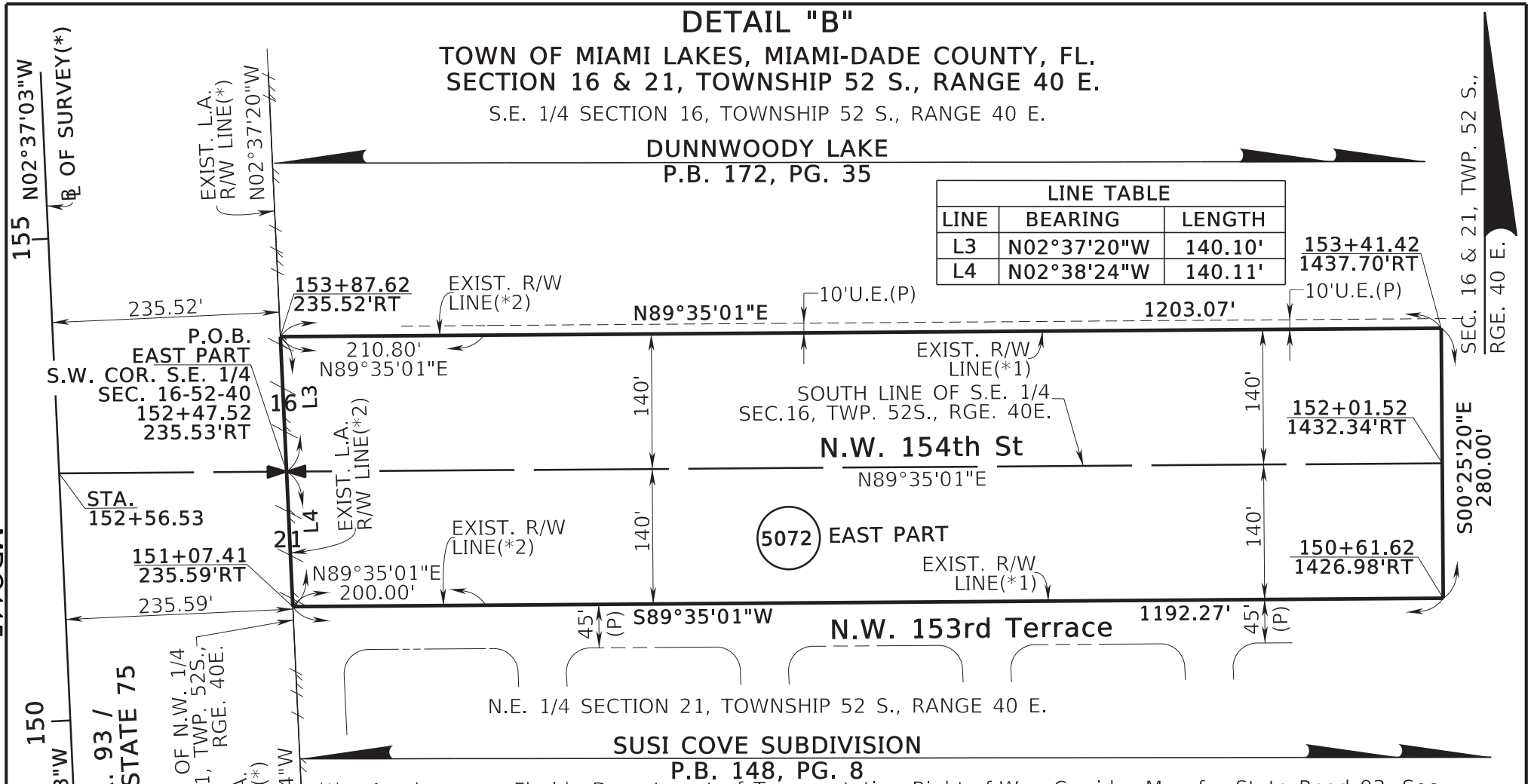
DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 0754-010-1 SECTION 87075 SHEET 3 OF 6

DETAIL "B"

TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FL.
SECTION 16 & 21, TOWNSHIP 52 S., RANGE 40 E.

S.E. 1/4 SECTION 16, TOWNSHIP 52 S., RANGE 40 E.



(*) - As shown on Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 03/2013.
(*1) - As shown on Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 12-27-77.
(*2) - As shown on Florida Department of Transportation L.A. R/W Relocation sketch Section 87075, prepared by Biscayne Engineering Co., dated 08-17-2020 and recorded in R.P.B. 154, PG. 46)

This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

THIS IS NOT A SURVEY

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
5072	F.D.O.T.	15.399 AC		

0 75 150
Scale:1"=150'

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	I.V.	10/03/2022
CHECKED	M.B.	10/03/2022

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc.
529 W FLAGLER STREET
MIAMI FLORIDA 33130
TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 0754-010-1 | SECTION 87075 | SHEET 4 OF 6

LEGAL DESCRIPTION PARCEL 5072 (WEST PART):

A portion of the Southwest one-quarter (S.W. 1/4) of Section 16 and the Northwest one-quarter (N.W. 1/4) of Section 21, Township 52 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast Corner of the Southwest one-quarter (S.W. 1/4) of said Section 16; THENCE South 89°34'21" West, along the South line of the Southwest one-quarter (S.W. 1/4) of said Section 16, a distance of 470.88 feet to the POINT OF BEGINNING; THENCE South 02°37'03" East, along the existing Limited Access Right of Way Line of State Road 93 (I-75) as shown on Florida Department of Transportation Limited Access Right of Way Line Relocation Sketch, Section 87075, prepared by Biscayne Engineering Company, Inc., dated 08-17-2020 and recorded in Road Plat Book 154, at Page 46 of the Public Records of Miami-Dade County, Florida, a distance of 140.10 feet; THENCE South 89°34'21" West, along the Southerly existing Right-of-Way line of N.W. 154th Street as shown on said Limited Access Right of Way Line Relocation Sketch and on Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, Miami-Dade County, Florida, Prepared by Post, Buckley, Schuh, & Jernigan, Inc., Dated: 12-27-77, a distance of 1,203.20 feet; THENCE North 00°25'07" West, a distance of 280.00 feet; THENCE North 89°34'21" East, along the Northerly existing Right-of-Way line of N.W. 154th Street as shown on said Limited Access Right of Way Line Relocation Sketch and on Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, a distance of 1,192.45 feet; THENCE South 02°37'03" East, along the existing Limited Access Right of Way Line of State Road 93 (I-75) as shown on said Florida Department of Transportation Limited Access Right of Way Line Relocation Sketch, a distance of 140.10 feet to the POINT OF BEGINNING.

Lying in the Southwest one-quarter (S.W. 1/4) of Section 16 and the Northwest one-quarter (N.W. 1/4) of Section 21, Township 52 South, Range 40 East, City of Hialeah, Miami-Dade County, Florida and containing an area of 335,391 Square Feet (7.700 Acres), more or less.

AND

Continued next page....

THIS IS NOT A SURVEY

This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	I.V.	10/03/2022
CHECKED	M.B.	10/03/2022

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc.
529 W FLAGLER STREET
MIAMI FLORIDA 33130
TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 0754-010-1 SECTION 87075 SHEET 5 OF 6

LEGAL DESCRIPTION PARCEL 5072 (EAST PART):

Continued from previous page....

BEGIN at the Southwest Corner of the Southeast one-quarter (S.E. 1/4) of said Section 16; THENCE North 02°37'20" West, along the existing Limited Access Right of Way Line of State Road 93 (I-75) as shown on Florida Department of Transportation Limited Access Right of Way Line Relocation Sketch, Section 87075, prepared by Biscayne Engineering Company, Inc., dated 08-17-2020 and recorded in Road Plat Book 154, at Page 46 of the Public Records of Miami-Dade County, Florida, a distance of 140.10 feet; THENCE North 89°35'01" East, along the Northerly existing Right-of-Way line of N.W. 154th Street as shown on the above referenced Limited Access Right of Way Line Relocation sketch and on the Florida Department of Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, Miami-Dade County, Florida, prepared by Post, Buckley, Schuh, & Jernigan, Inc., Date: 12-27-77, a distance of 1,203.07 feet; THENCE South 00°25'20" East, a distance of 280.00 feet; THENCE South 89°35'01" West, along the Southerly existing Right-of-Way line of N.W. 154th Street as shown on said Limited Access Right of Way Line Relocation Sketch and on the Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, a distance of 1,192.27 feet; THENCE North 02°38'24" West, along said the existing Limited Access Right of Way line of State Road 93 (I-75) as shown on said Limited Access Right of Way Line Relocation Sketch, a distance of 140.11 feet to the POINT OF BEGINNING.

Lying in the Southeast one-quarter (S.E. 1/4) of Section 16 and the Northeast one-quarter (N.E. 1/4) of Section 21, Township 52 South, Range 40 East, Town of Miami Lakes, Miami-Dade County, Florida and containing an area of 335,351 Square feet (or 7.699 Acres), more or less.

All of the foregoing containing an aggregate area of 670,742 Square Feet (15.399 Acres), more or less.

THIS IS NOT A SURVEY

This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	I.V.	10/03/2022
CHECKED	M.B.	10/03/2022

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc.
529 W FLAGLER STREET
MIAMI FLORIDA 33130
TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 0754-010-1 SECTION 87075 SHEET 6 OF 6

EXHIBIT "A"

PARCEL 5072

GENERAL NOTES:

- THIS IS NOT A SURVEY
- Bearings shown hereon are relative to the Baseline along State Road 93 / Interstate 75, as shown on Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 03/2013, having a bearing of N02°37'03"W.
- R/W lines, L.A. R/W lines, Section lines, baselines, and parcel geometry shown hereon were provided by F.D.O.T. in Microstation format.
- Stations and Offsets are relative to the Survey Baseline of State Road 93 / Interstate 75.
- Bearings and distances are calculated unless noted.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.
- No title search was provided to and/or reviewed by Biscayne Engineering Company.
- Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.
- This sketch to accompany Legal Description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mappers, Referenced in Rule 5J-17 Florida Administrative code pursuant to Section 472.027, Florida Statutes.

REFERENCES:

(*) - As shown on Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 03/2013.
(*1) - As shown on Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 12-27-77.
(*2) - As shown on Florida Department of Transportation L.A. R/W Relocation sketch Section 87075, prepared by Biscayne Engineering Co., dated 08-17-2020 and recorded in R.P.B. 154, PG. 46)
- Plats of records as shown.
- BEC Order No. 03-86292.

LEGEND:

℄ - Baseline
C.B. - Chord Bearing
℄ - Centerline
(5072) - Parcel Identification Number
EXIST. - Existing
F.D.O.T. - Florida Department of Transportation
F.P. - Financial Project
L - Length
LT - Left
L.A. - Limited Access
NO. - Number
ORB - Official Record Book
P.B. - Plat Book
PG. - Page
R - Radius
RGE. - Range
R.P.B. - Road Plat Book
R/W - Right-of-Way
SEC. - Section
STA. - Station
T.B. - Tangent Bearing
TWP. - Township
P.O.B. - Point of Beginning
P.O.C. - Point of Commence
(P)- Plat
S.R. - State Road
Δ - Delta

BISCAYNE ENGINEERING COMPANY, INC.
529 W. FLAGLER ST, MIAMI, FL 33130
TEL. (305) 324-7671
STATE DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB129

DATE: 10/19/2022

MIKE J. BARTHOLOMEW, PRESIDENT,
PSM FOR THE FIRM,
PROFESSIONAL SURVEYOR AND MAPPER NO. 5666
STATE OF FLORIDA

B.E.C. 03-87514
DWG# 2320-SS-02-R2

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

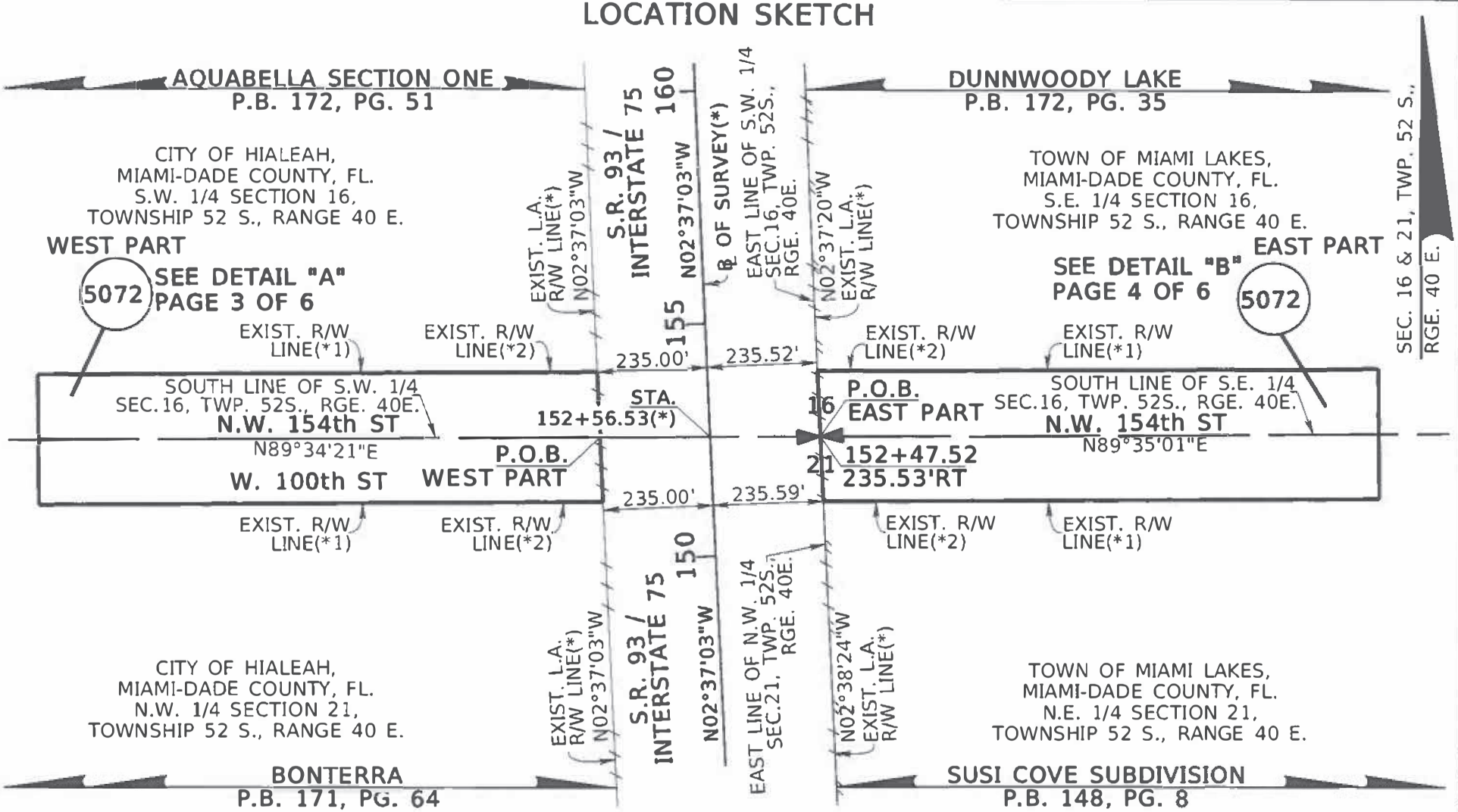
	BY	DATE
DRAWN	I.V.	10/03/2022
CHECKED	M.B.	10/03/2022

PREPARED BY: BISCAYNE ENGINEERING COMPANY, INC. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 0754-010-1 | SECTION 87075 | SHEET 1 OF 6

LOCATION SKETCH



(*) - As shown on Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 03/2013.
(*1) - As shown on Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 12-27-77.
(*2) - As shown on Florida Department of Transportation L.A. R/W Relocation sketch Section 87075, prepared by Biscayne Engineering Co., dated 08-17-2020 and recorded in R.P.B. 154, PG. 46)

THIS IS NOT A SURVEY

This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

0 150 300
Scale:1"=300'

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	I.V.	10/03/2022
CHECKED	M.B.	10/03/2022

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

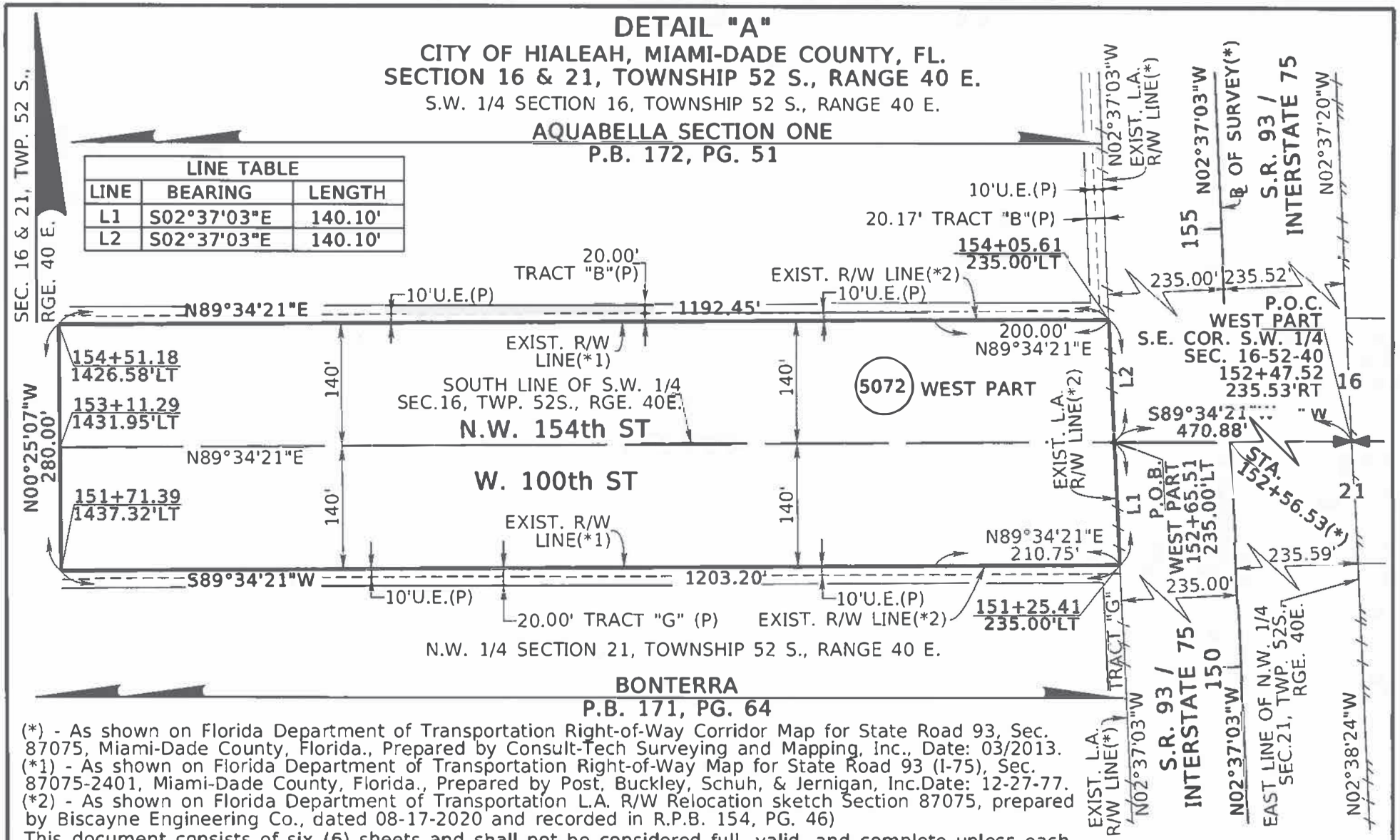
F.P. NO. 0754-010-1 SECTION 87075 SHEET 2 OF 6

MDC119

DETAIL "A"

CITY OF HIALEAH, MIAMI-DADE COUNTY, FL.
SECTION 16 & 21, TOWNSHIP 52 S., RANGE 40 E.

S.W. 1/4 SECTION 16, TOWNSHIP 52 S., RANGE 40 E.



LINE TABLE		
LINE	BEARING	LENGTH
L1	S02°37'03"E	140.10'
L2	S02°37'03"E	140.10'

(*) - As shown on Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 03/2013.
(*1) - As shown on Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 12-27-77.
(*2) - As shown on Florida Department of Transportation L.A. R/W Relocation sketch Section 87075, prepared by Biscayne Engineering Co., dated 08-17-2020 and recorded in R.P.B. 154, PG. 46)
This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

THIS IS NOT A SURVEY

0 75 150
Scale: 1" = 150'

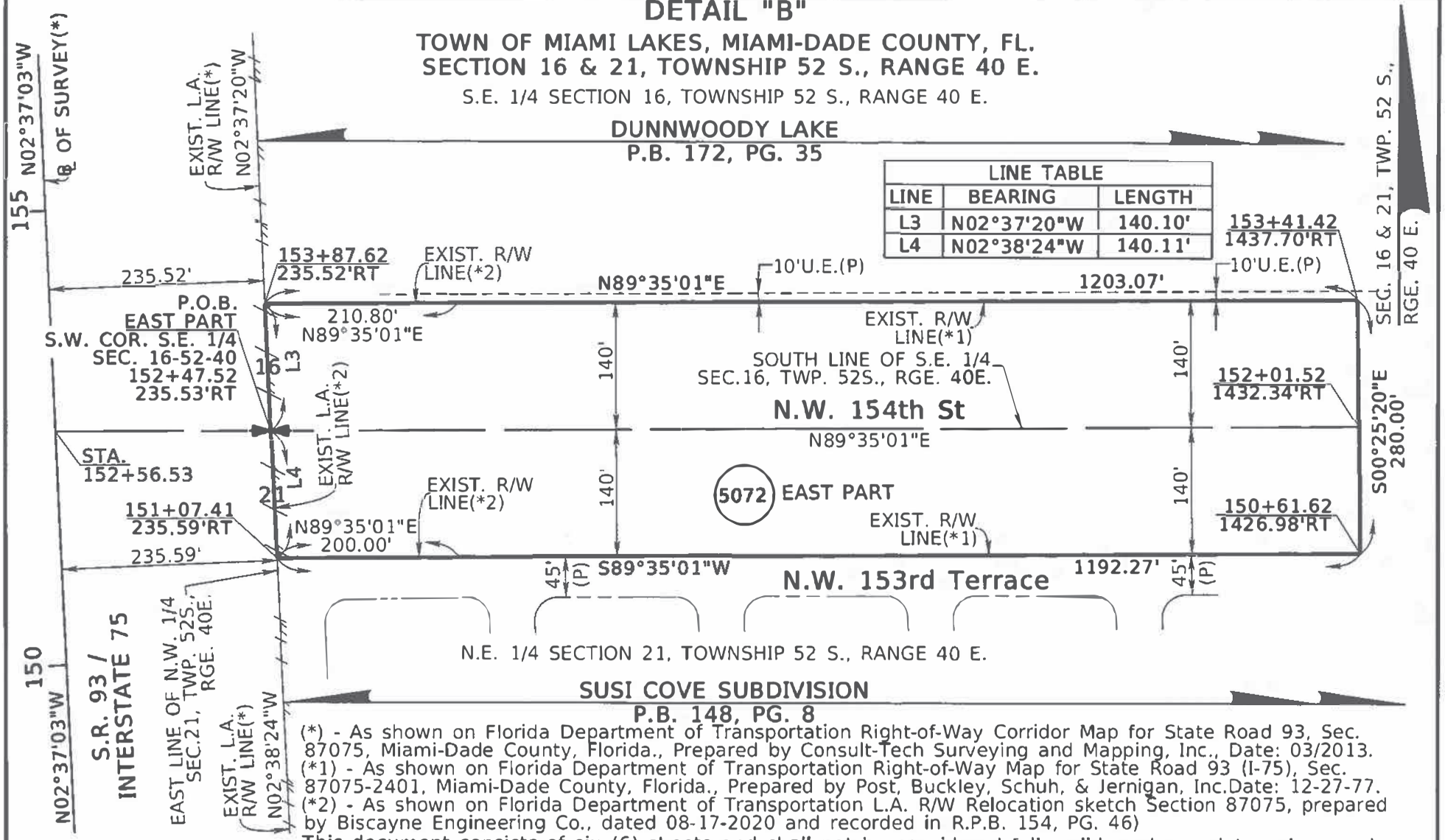
FLORIDA DEPARTMENT OF TRANSPORTATION SKETCH TO ACCOMPANY LEGAL DESCRIPTION				STATE ROAD NO. 93			MIAMI-DADE COUNTY
					BY	DATE	PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL. 305-324-7671 LB129
				DRAWN	I.V.	10/03/2022	DATA SOURCE: SEE GENERAL NOTES
	REVISION	BY	DATE	CHECKED	M.B.	10/03/2022	F.P. NO. 0754-010-1 SECTION 87075 SHEET 3 OF 6

MDC120

DETAIL "B"

TOWN OF MIAMI LAKES, MIAMI-DADE COUNTY, FL.
SECTION 16 & 21, TOWNSHIP 52 S., RANGE 40 E.

S.E. 1/4 SECTION 16, TOWNSHIP 52 S., RANGE 40 E.



(*) - As shown on Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 03/2013.
(*1) - As shown on Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 12-27-77.
(*2) - As shown on Florida Department of Transportation L.A. R/W Relocation sketch Section 87075, prepared by Biscayne Engineering Co., dated 08-17-2020 and recorded in R.P.B. 154, PG. 46)

This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

THIS IS NOT A SURVEY

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
5072	F.D.O.T.	15.399 AC		

0 75 150
Scale:1"=150'

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	I.V.	10/03/2022
CHECKED	M.B.	10/03/2022

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130
DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 0754-010-1 | SECTION 87075 | SHEET 4 OF 6

MDC121

LEGAL DESCRIPTION PARCEL 5072 (WEST PART):

A portion of the Southwest one-quarter (S.W. 1/4) of Section 16 and the Northwest one-quarter (N.W. 1/4) of Section 21, Township 52 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast Corner of the Southwest one-quarter (S.W. 1/4) of said Section 16; THENCE South 89°34'21" West, along the South line of the Southwest one-quarter (S.W. 1/4) of said Section 16, a distance of 470.88 feet to the POINT OF BEGINNING; THENCE South 02°37'03" East, along the existing Limited Access Right of Way Line of State Road 93 (I-75) as shown on Florida Department of Transportation Limited Access Right of Way Line Relocation Sketch, Section 87075, prepared by Biscayne Engineering Company, Inc., dated 08-17-2020 and recorded in Road Plat Book 154, at Page 46 of the Public Records of Miami-Dade County, Florida, a distance of 140.10 feet; THENCE South 89°34'21" West, along the Southerly existing Right-of-Way line of N.W. 154th Street as shown on said Limited Access Right of Way Line Relocation Sketch and on Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, Miami-Dade County, Florida, Prepared by Post, Buckley, Schuh, & Jernigan, Inc., Dated: 12-27-77, a distance of 1,203.20 feet; THENCE North 00°25'07" West, a distance of 280.00 feet; THENCE North 89°34'21" East, along the Northerly existing Right-of-Way line of N.W. 154th Street as shown on said Limited Access Right of Way Line Relocation Sketch and on Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, a distance of 1,192.45 feet; THENCE South 02°37'03" East, along the existing Limited Access Right of Way Line of State Road 93 (I-75) as shown on said Florida Department of Transportation Limited Access Right of Way Line Relocation Sketch, a distance of 140.10 feet to the POINT OF BEGINNING.

Lying in the Southwest one-quarter (S.W. 1/4) of Section 16 and the Northwest one-quarter (N.W. 1/4) of Section 21, Township 52 South, Range 40 East, City of Hialeah, Miami-Dade County, Florida and containing an area of 335,391 Square Feet (7.700 Acres), more or less.

AND

Continued next page....

THIS IS NOT A SURVEY

This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

REVISI ND	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	I.V.	10/03/2022
CHECKE D	M.B.	10/03/2022

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 0754-010-1 — SECTION 87075 — SHEET 5 OF 6

LEGAL DESCRIPTION PARCEL 5072 (EAST PART):

Continued from previous page....

BEGIN at the Southwest Corner of the Southeast one-quarter (S.E. 1/4) of said Section 16; THENCE North 02°37'20" West, along the existing Limited Access Right of Way Line of State Road 93 (I-75) as shown on Florida Department of Transportation Limited Access Right of Way Line Relocation Sketch, Section 87075, prepared by Biscayne Engineering Company, Inc., dated 08-17-2020 and recorded in Road Plat Book 154, at Page 46 of the Public Records of Miami-Dade County, Florida, a distance of 140.10 feet; THENCE North 89°35'01" East, along the Northerly existing Right-of-Way line of N.W. 154th Street as shown on the above referenced Limited Access Right of Way Line Relocation sketch and on the Florida Department of Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, Miami-Dade County, Florida, prepared by Post, Buckley, Schuh, & Jernigan, Inc., Date: 12-27-77, a distance of 1,203.07 feet; THENCE South 00°25'20" East, a distance of 280.00 feet; THENCE South 89°35'01" West, along the Southerly existing Right-of-Way line of N.W. 154th Street as shown on said Limited Access Right of Way Line Relocation Sketch and on the Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2401, a distance of 1,192.27 feet; THENCE North 02°38'24" West, along said the existing Limited Access Right of Way line of State Road 93 (I-75) as shown on said Limited Access Right of Way Line Relocation Sketch, a distance of 140.11 feet to the POINT OF BEGINNING.

Lying in the Southeast one-quarter (S.E. 1/4) of Section 16 and the Northeast one-quarter (N.E. 1/4) of Section 21, Township 52 South, Range 40 East, Town of Miami Lakes, Miami-Dade County, Florida and containing an area of 335,351 Square feet (or 7.699 Acres), more or less.

All of the foregoing containing an aggregate area of 670,742 Square Feet (15.399 Acres), more or less.

THIS IS NOT A SURVEY

This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

REVISION	BY	DATE

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	I.V.	10/03/2022
CHECKED	M.B.	10/03/2022

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc.
529 W FLAGLER STREET
MIAMI FLORIDA 33130
TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. 0754-010-1 SECTION 87075 SHEET 6 OF 6

EXHIBIT "A"

PARCEL 6512

GENERAL NOTES:

- THIS IS NOT A SURVEY
- Bearings shown hereon are relative to the Baseline along State Road 93 / INTERSTATE 75, based on Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 06-11-2010., having a bearing of N02°37'03"W.
- R/W lines, L.A. R/W lines, Section lines, baselines, and parcel geometry shown hereon were provided by F.D.O.T. in Microstation format.
- Stations and Offsets are relative to the Survey Baseline of State Road 93 / Interstate 75.
- Bearings and distances are calculated unless noted.
- Additions and/or deletions to survey maps, sketches or reports by any party other than the signing party are prohibited without the written consent of the signing party.
- This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.
- No title search was provided to and/or reviewed by Biscayne Engineering Company
- Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.- Area shown hereon is approximate and is a subject to the survey of the canal and park (Town of Miami Lakes) less-outs.
- This sketch to accompany Legal Description is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mappers, Referenced in Rule 5J-17 Florida Administrative code pursuant to Section 472.027, Florida Statutes.

REFERENCES:

- (*) Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 06-11-2010.
- (*1) Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2402, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 07-05-77.
- (*2) Florida Department of Transportation L/A Right-of-Way Sketch for State Road 93 (I-75), Sec. 87075, Miami-Dade County, FL., Prepared by Biscayne Engineering Co. Recorded on 04-05-2019 in Road Map Book 154 at Page 19.

INDEX	
SHEET No.	SHEET DESCRIPTION
1	COVER
2, 3	LEGAL DESCRIPTION
4	LOCATION SKETCH
5, 6	PARCEL DETAIL

LEGEND:

℄ - Baseline
C.B. - Chord Bearing
℄ - Centerline
(6512) - Parcel Identification Number
EXIST. - Existing
F.D.O.T. - Florida Department of Transportation
F.P. - Financial Project
L - Length
LT - Left
NO. - Number
ORB. - Official Record Book
P.B. - Plat Book
PG. - Page
R - Radius
RGE. - Range
R/W - Right-of-Way
SEC. - Section
STA. - Station
T.B. - Tangent Bearing
TWP. - Township
P.O.B. - Point of Beginning
(P)- Plat
S.R. - State Road
Δ - Delta

BISCAYNE ENGINEERING COMPANY, INC.
529 W. FLAGLER ST, MIAMI, FL 33130
TEL. (305) 324-7671
STATE DEPARTMENT OF AGRICULTURE
CERTIFICATE OF AUTHORIZATION LB129

DATE: 11-19-19

MIKE BARTHOLOMEW, PSM,
PRESIDENT FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 5666

B.E.C. 03-86292
DWG # 2295-SS-12-R1

REVISION	BY	DATE
REVISE PARCEL LIMITS	J.V.	10/24/19

FLORIDA DEPARTMENT OF TRANSPORTATION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	J.G.	10/30/18
CHECKED	S.B.	01/28/19

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL. 305-324-7671 LB129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. N/A — SECTION 87075 — SHEET 1 OF 6

LEGAL DESCRIPTION PARCEL 6512:

A portion of the Southwest one-quarter (S.W. 1/4) of Section 9 and the Northwest one-quarter (N.W. 1/4) of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southeast Corner of the Southwest one-quarter (S.W. 1/4) of said Section 9; THENCE South 89°28'33" West, along the South line of the Southwest one-quarter (S.W. 1/4) of said Section 9, a distance of 471.09 feet to the POINT OF BEGINNING; THENCE South 02°37'03" East, along the existing Limited Access Right-of-Way line for State Road 93 (I-75) according to L/A Right of Way Sketch, Section 87075, as recorded in Plat Book 154, at Page 19, of the Public records of Miami-Dade County, Florida, and along the existing Limited Access Right-of-Way line as shown on Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Section 87075-2402, Miami-Dade County, Florida, prepared by Post, Buckley, Schuh and Jernigan, Inc., Date: 07-05-77, a distance of 220.15 feet; THENCE South 89°28'33" West, along the Southerly canal Right-of-Way line as shown on said Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), a distance of 1305.90 feet; THENCE North 00°31'27" West, a distance of 220.00 feet; THENCE North 89°28'33" East along the South line of the Southwest one-quarter (S.W. 1/4) of said Section 9, a distance of 100.00 feet; THENCE North 00°31'27" West, a distance of 140.00 feet; THENCE North 89°28'33" East along the Northerly Right-of-Way line of N.W. 170th Street as shown on said Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2402, as affected by said L/A Right of Way Sketch, Section 87075, a distance of 1192.74 feet; THENCE South 02°37'03" East, a distance of 140.09 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Those lands described in the Quit Claim Deed recorded in the Official Records Book 26262, at Page 144 of the Public Records of Miami-Dade County, Florida.

Lying in the Southwest one-quarter (S.W. 1/4) of Section 9, Unincorporated Miami-Dade County, Florida and the Northwest one-quarter (N.W. 1/4) of Section 16, Township 52 South, Range 40 East, City of Hialeah, Miami-Dade County, Florida and containing an area of 8.541 acres, more or less.

AND

Continues next page.....

THIS IS NOT A SURVEY

This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

			FLORIDA DEPARTMENT OF TRANSPORTATION					
			SKETCH TO ACCOMPANY LEGAL DESCRIPTION					
			STATE ROAD NO. 93				MIAMI-DADE COUNTY	
				BY	DATE	PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL. 305.324.7671 EB129	DATA SOURCE: SEE GENERAL NOTES	
REVISE PARCEL LIMITS	I.V.	10/24/19	DRAWN	I.G.	10/30/18			
RE VI SIO	BY	DATE	CHECKED	S.B.	01/28/19	F.P. NO. N/A	SECTION 87075	SHEET 2 OF 6

Continues from previous page.....

A portion of the Southeast one-quarter (S.E. 1/4) of Section 9 and the Northeast one-quarter (N.E. 1/4) of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

BEGIN at the Southwest Corner of the Southeast one-quarter (S.E. 1/4) of said Section 9; THENCE North 02°37'22" West, along the West line of the Southeast one-quarter (S.E. 1/4) of said Section 9, a distance of 140.09 feet; THENCE North 89°28'23" East, along the Northerly Right-of-Way line of N.W. 170th Street as shown on Florida Department of Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2402, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc., Date: 07-05-77, as affected by L/A Right of Way Sketch, Section 87075, as recorded in Plat Book 154, at Page 19, of the Public records of Miami-Dade County, Florida, a distance of 1202.25 feet; THENCE South 00°31'27" East, a distance of 360.00 feet; THENCE South 89°28'23" West along the Southerly canal Right-of-Way line as shown on said Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2402, a distance of 1189.12 feet; THENCE North 02°36'27" West, along the West line of the Northeast one-quarter (N.E. 1/4) of said Section 16, a distance of 220.15 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Those lands described in the Quit Claim Deed recorded in the Official Records Book 26262, at Page 144 and in the Quit Claim Deed recorded in the Official Records Book 26501, at Page 3958 in the Public Records of Miami-Dade County, Florida.

Lying in the Southeast one-quarter (S.E. 1/4) of Section 9, Unincorporated Miami-Dade County, Florida and the Northeast one-quarter (N.E. 1/4) of Section 16, Township 52 South, Range 40 East, Town of Miami Lakes, Miami-Dade County, Florida and containing an area of 6.278 acres, more or less.

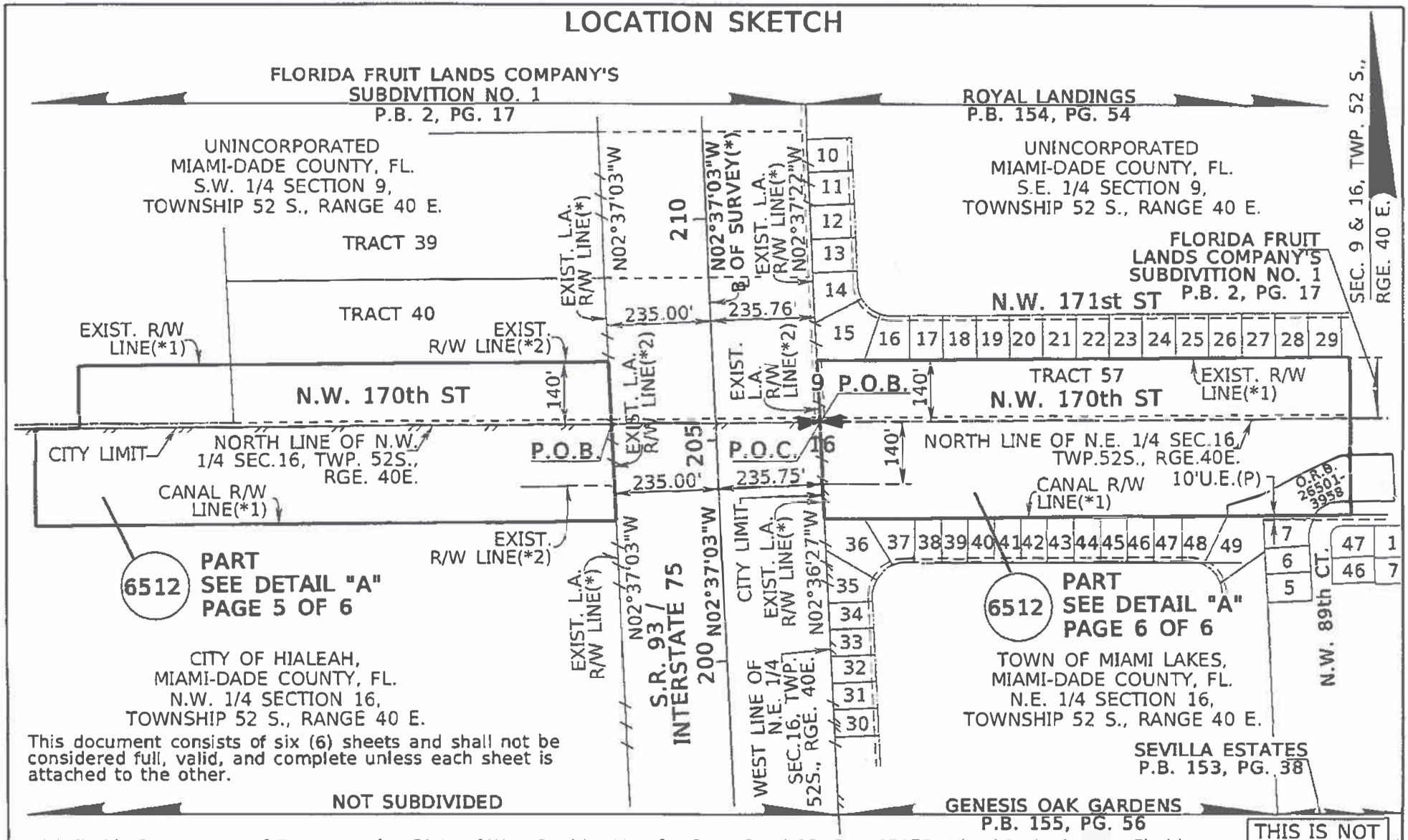
All of the foregoing containing an aggregate area of 16.196 acres, more or less.

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			FLORIDA DEPARTMENT OF TRANSPORTATION				
			SKETCH TO ACCOMPANY LEGAL DESCRIPTION				
			STATE ROAD NO. 93			MIAMI-DADE COUNTY	
				BY	DATE	PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL 305-324-7671 LB129	DATA SOURCE: SEE GENERAL NOTES
REVISE PARCEL LIMITS	I.V.	10/24/19	DRAWN	I.G.	10/30/18		
REVISION	BY	DATE	CHECKED	S.B.	01/28/19	F.P. NO. N/A SECTION 87075	SHEET 3 OF 6

LOCATION SKETCH



This document consists of six (6) sheets and shall not be considered full, valid, and complete unless each sheet is attached to the other.

- (*) Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 06-11-2010.
- (*1) Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2402, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 07-05-77.
- (*2) Florida Department of Transportation L/A Right-of-Way Sketch for State Road 93 (I-75), Sec. 87075, Miami-Dade County, FL., Prepared by Biscayne Engineering Co. Recorded on 04-05-2019 in Road Map Book 154 at Page 19.

THIS IS NOT A SURVEY

0 150 300

Scale:1"=300'

FLORIDA DEPARTMENT OF TRANSPORTATION				STATE ROAD NO. 93			MIAMI-DADE COUNTY	
SKETCH TO ACCOMPANY LEGAL DESCRIPTION					BY	DATE	PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL 305-324-7671 LB129	DATA SOURCE: SEE GENERAL NOTES
	REVISE PARCEL LIMITS	I.V.	10/24/19	DRAWN	I.G.	10/30/18		
	REVISION	BY	DATE	CHECKED	S.B.	01/28/19	F.P. NO. N/A	SECTION 87075	SHEET 4 OF 6

MDC127

DETAIL "A"

MIAMI-DADE COUNTY, FL.
SECTION 9 AND 16, TOWNSHIP 52 S., RANGE 40 E.

FLORIDA FRUIT LANDS COMPANY'S SUBDIVITION NO. 1
P.B. 2, PG. 17

SEC. 9 & 16, TWP. 52 S., RGE. 40 E.

LINE TABLE (PARCEL 3000)		
LINE	BEARING	LENGTH
L1	S02°37'03"E	220.15'
L2	N00°31'27"W	220.00'
L3	N89°28'33"E	100.00'
L4	N00°31'27"W	140.00'
L5	S02°37'03"E	140.09'

UNINCORPORATED
MIAMI-DADE COUNTY, FL.
S.W. 1/4 SECTION 9, TOWNSHIP 52 S., RANGE 40 E.

PART 6512

TRACT 40

207+30.85
1426.94'LT
N89°28'33"E

205+94.60
1531.99'LT

205+90.94
1432.06'LT

EXIST. R/W LINE(*1)

1192.74'

EXIST. R/W LINE(*2)

206+87.28
235.00'LT

N02°37'03"W
EXIST. L.A. R/W LINE(*)

N02°37'03"W

℄ OF SURVEY(*)

N02°37'22"W

235'

235.76'

N.W. 170th STREET

140'

130' CANAL RESERVATION PER ORB. 2440, PG. 287

SOUTH LINE OF S.W. 1/4 SEC. 9, TWP. 52S., RGE. 40E.

N89°28'33"E

P.O.B.
205+47.19
235.00'LT

S89°28'33"W
471.09'

9

CITY LIMIT

80' EXIST. CANAL. R/W(*1)

25' DRAINAGE EASEMENT (ORB. 5591, PG.24)

EASEMENT FOR CANAL MAINTENANCE (ORB. 26262, PG. 160-173)

EXIST. R/W LINE(*2)

205

16

P.O.C.
S.E. CORNER
S.W. 1/4
SEC. 9-52-40
205+29.98
235.77'RT

80' CANAL R/W(*1)

QUITCLAIM DEED FOR CANAL
(PARCEL "A-1" CANAL)
ORB. 26262, PG. 144-159

(NOT A PART)

EXIST. L.A. R/W LINE(*2)

235'

235.75'

S89°28'33"W

203+74.74
1540.03'LT

CITY OF HIALEAH,
MIAMI-DADE COUNTY, FL.
N.W. 1/4 SECTION 16, TOWNSHIP 52 S., RANGE 40 E.

1305.90'

CANAL R/W LINE(*1)

203+27.04
235.00'LT

75

N02°37'03"W
EXIST. L.A. R/W LINE(*)

N02°37'03"W

S.R. 93 / INTERSTATE 75

N02°36'27"W

- (*) Florida Department of Transportation Right-of-Way Corridor Map for State Road 93, Sec. 87075, Miami-Dade County, Florida., Prepared by Consult-Tech Surveying and Mapping, Inc., Date: 06-11-2010.
- (*1) Florida Department of Transportation Right-of-Way Map for State Road 93 (I-75), Sec. 87075-2402, Miami-Dade County, Florida., Prepared by Post, Buckley, Schuh, & Jernigan, Inc.Date: 07-05-77.
- (*2) Florida Department of Transportation L/A Right-of-Way Sketch for State Road 93 (I-75), Sec. 87075, Miami-Dade County, FL., Prepared by Biscayne Engineering Co. Recorded on 04-05-2019 in Road Map Book 154 at Page 19.

NOT SUBDIVIDED

THIS IS NOT A SURVEY

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
6512-PART	F.D.O.T.	8.541 AC		

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Scale:1"=150'

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

STATE ROAD NO. 93

MIAMI-DADE COUNTY

REVISION	BY	DATE
REVISE PARCEL LIMITS	I.V	10/24/19

	BY	DATE
DRAWN	I.G.	10/30/18
CHECKED	S.B.	01/28/19

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc.
529 W FLAGLER STREET
MIAMI FLORIDA 33130
TEL. 305-324-7671 LB129

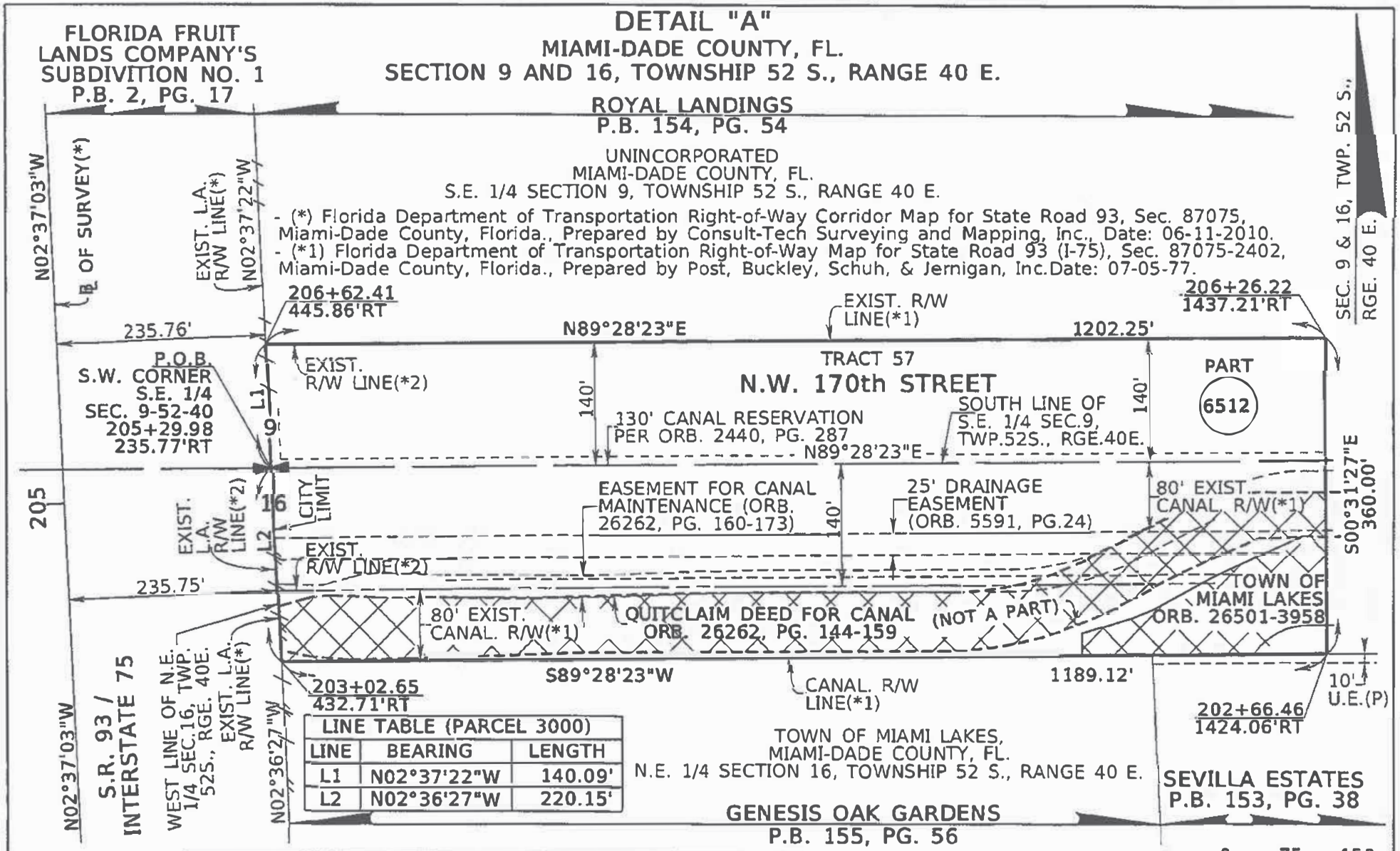
DATA SOURCE: SEE GENERAL NOTES

F.P. NO. N/A SECTION 87075 SHEET 5 OF 6

MDC128

DETAIL "A"

MIAMI-DADE COUNTY, FL.
SECTION 9 AND 16, TOWNSHIP 52 S., RANGE 40 E.



LINE TABLE (PARCEL 3000)		
LINE	BEARING	LENGTH
L1	N02°37'22"W	140.09'
L2	N02°36'27"W	220.15'

PARCEL NO.	OWNER'S NAME	PARCEL AREA	REMAINDER	COMMENTS
6512-PART	F.D.O.T.	7.655 AC		

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0 75 150
Scale: 1"=150'

FLORIDA DEPARTMENT OF TRANSPORTATION
SKETCH TO ACCOMPANY LEGAL DESCRIPTION

REVISION	BY	DATE
REVISE PARCEL LIMITS	I.V.	10/24/19

STATE ROAD NO. 93 — MIAMI-DADE COUNTY

	BY	DATE
DRAWN	I.G.	10/30/18
CHECKED	S.B.	01/28/19

PREPARED BY: BISCAYNE ENGINEERING COMPANY, Inc. 529 W FLAGLER STREET MIAMI FLORIDA 33130 TEL 305-324-2671 | B129

DATA SOURCE: SEE GENERAL NOTES

F.P. NO. N/A — SECTION 87075 — SHEET 6 OF 6

MDC129

MEMORANDUM
(Revised)

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

DATE: February 6, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(N)(5)

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)(5)
2-6-24

RESOLUTION NO. R-102-24

RESOLUTION APPROVING USE AND OCCUPANCY AGREEMENTS BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND BILLS OF SALE FOR A NOMINAL COST OF $10.00 FOR THE NW 154 STREET BRIDGE (PARCEL 7251) AND NW 170 STREET BRIDGE (PARCEL 7212) ACROSS STATE ROAD 93 (I-75) AND QUIT CLAIM DEEDS FOR NO MONETARY CONSIDERATION FOR ADDITIONAL PROPERTIES LOCATED ON THE EAST AND WEST SIDES OF THE LIMITED ACCESS RIGHT-OF-WAY OF STATE ROAD 93 (I-75), ALSO KNOWN AS PARCELS 6512 AND 5072, IN SECTIONS 9 AND 16, TOWNSHIP 52, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BY QUIT CLAIM DEED TO MIAMI-DADE COUNTY FOR PUBLIC PURPOSES; DELEGATING AUTHORITY TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE QUIT CLAIM DEEDS

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

WHEREAS, the Florida Department of Transportation (FDOT) has agreed to enter into Use and Occupancy Agreements, with accompanying bills of sale, for a nominal cost of $10.00, the NW 154 Street and NW 170 Street Bridges over State Road 93 (I-75); and

WHEREAS, pursuant to section 337.25, Florida Statutes, FDOT has agreed to convey, at no cost, properties acquired by eminent domain for state highway purposes, as described on the Quit Claim Deeds attached to the County Mayor's Memorandum, as to Miami-Dade County for public roadway purposes,

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

Section 1. The foregoing recitals are approved and incorporated by reference.

Section 2. This Board approves the Use and Occupancy Agreement and Addendum, in substantially the form attached to the County Mayor's Memorandum as Exhibit 1, conveying to Miami-Dade County the Parcel 7251 legally described and depicted in Attachment "1" of the Bill of Sale and authorizes the County Mayor or County Mayor's designee to execute the Use and Occupancy Agreement and Addendum on behalf of the County.

Section 3. This Board approves the Use and Occupancy Agreement and Addendum, in substantially the form attached to the County Mayor's Memorandum as Exhibit 2, conveying to Miami-Dade County the Parcel 7212 legally described and depicted in Attachment "1" of the Bill of Sale and authorizes the County Mayor or County Mayor's designee to execute the Use and Occupancy Agreement and Addendum on behalf of the County.

Section 4. This Board approves the Quit Claim Deeds, in substantially the form attached to the County Mayor's Memorandum as Exhibit 3 and 4, conveying to Miami-Dade County the Parcel 6512, and 5072, legally described and depicted in Exhibit "A" of the Quit Claim Deeds and authorizes the County Mayor or County Mayor's designee to execute the acceptance of such conveyance on behalf of the County.

Section 5. This Board delegates the authority to the County Mayor or County Mayor's designee to take all actions necessary to effectuate the transfer of the parcels in the Quit Claim Deeds. Pursuant to Resolution No. R-974-09, (a) the County Mayor or County Mayor's designee shall record the said Quit Claim Deeds accepted herein in the public records of Miami-Dade County, Florida and shall provide a recorded copy of the said Quit Claim Deeds to the Clerk of

the Board within 30 days of execution of the said Quit Claim Deeds; and (b) the Clerk of the Board shall attach and permanently store a recorded copy of the said Quit Claim Deeds together with this resolution.

The foregoing resolution was offered by Commissioner **Sen. René Garcia**, who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**aye**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**aye**
Micky Steinberg	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of February, 2024. 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.

Lauren E. Morse